

TOWN OF LA CONNER

Council Packet

October 22, 2024



TOWN COUNCIL AGENDA

October 22, 2024 6 PM

**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: Danny Hagen of the Skagit County Assessor's Office – Property Tax Assessed Values

V. CONSENT AGENDA

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

1. Approval of the Minutes: October 8, 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. Recommendation for Acceptance – Fire Hall Roof
4. Recommendation for Acceptance – Maple Hall/Center HVAC
5. Recommendation for Acceptance – Snapdragon Flats Infrastructure Conveyance
6. Recommendation for Acceptance - Pedestrian Improvements Project
7. Resolution – County Wide Planning Policy Updates

VIII. NEW BUSINESS

1. Agreement – Western Fireworks – 4th of July Show
2. Agreement – FCS Commercial/Tribal Rates
3. Agreement – Trico Tribal Meter Installation

IX. MAYOR ROUNDTABLE

1. 2025 Budget Discussions

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
October 8, 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, Carlson, Dole, Chamberlain and Wohleb.

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

Public Comments: No Comments

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the September 17, 2024 Special Meeting and the September 24, 2024 Council Meeting.

Checks	27432 - 27476	\$195,261.74
Electronic Pmts.	2018270 – U.S. Bank	\$358.42
	2018271 – Invoice Cloud	\$170.20
	Total Accounts Payable	\$195,790.36

Payroll of August 5, 2024:

Checks 5972 - 5979		\$2,860.88
AWC Benefit Trust	#2018265	\$10,743.68
Deferred Comp	#2018266	\$2,476.53
PERS Retirement	#2018267	\$11,984.83
Teamsters Benefit	#2018268	\$8,926.00
Auto Payroll Taxes	#2018269	\$11,355.74
Payroll Auto Deposit		\$34,662.32
	Total Payroll	\$83,009.98

Finance Director DeGoede noted the Minutes from the September 24th meeting didn't have the additions to the Hotel Motel allocations for the Lincon Theater increase to \$2000 and the Children's Museum of \$1000.

Councilmember Chamberlain moved to approve the Consent Agenda with the changes to the minutes as above described. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Revenue & Expenditure Reports:

Mayor Hanneman noted the taxes are on par to date.

Department Head Reports:

Sheriff's Department:

Sheriff Holmes discussed the increase of the homeless in Town and not sure how they are getting to La Conner. He is working on the issue.

Mayor's Report:

Mayor Hanneman reminded everyone tomorrow First Street will be officially one way, there will be a Skagit Habitat ground breaking on Caledonia and she had a meeting with Skagit Housing Authority.

Council Committee Reports:

Emergency Management Commission:

Councilmember Dole reported they appointed Doug Asby as Chairperson and they are still looking to fill two positions. They have two upcoming Special Meetings on October 15th and 19th to complete the Emergency Plan for the Comprehensive Plan.

Fire Department/Code Enforcement 2025 Budget Presentation:

Fire Chief and Code Enforcement Officer Reinstra stated the 2025 Budget is about the same as the last years, however he has requested a part-time code enforcement position as backup and to help during the seasonal tourism and Town events.

2025 General Fund Budget Discussions:

Administrator Thomas explained the fund balance as been going down every year, and this year is significant. Finance Director DeGoede explained the main reason is we have expended the Covid Funds of \$264,912 on the Maple Hall HVAC System, the \$100,000 Cell Tower Bonus Reserve on the Fire Hall roof and expended the full Fire Reserve to start the process for the Fire Boat. The only reserve we have left in the General fund is the \$96,262 left from the sale of the Kirsch Property. This is just the beginning of the budget process and we will not expend all that was allocated for 2024, so Council can expect to see the estimated balance go up, but it will still be a significant decrease.

Other Fund changes made in the budget was REET 1 covering the matches of the Street Fund Projects of 148,000 and the removal of the water pump set-aside for the Sewer Fund. WWTP Operator Wynn also cut out \$80,000 from the 2024 expenditures to bring up the 2025 estimated Sewer Fund ending balance.

Agreement – Aktivov Addendum 1 (Asset Management Program):

Public Works Director Lease explained this is to add the GPS portion to the program.

Councilmember Taylor moved to approve the Mayor to sign the Addendum to the Aktivov Agreement to include GPS. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Mayor Roundtable:

Councilmember Chamberlain was contacted by Lona Wilbur. She is available for her second presentation. Because of the upcoming budget discussions and other items to be settled before the year end, it was decided to schedule her for a meeting in January of 2025.

Mayor Hanneman would like to have Danny Hagen of the Skagit County Assessor's Office to be at the next meeting to answer any questions on the upcoming property tax evaluations. It was the consensus or the Council to have him on the next Agenda.

Councilmember Dole asked for the status of the real estate boxes around Town. Most of them are empty. Code Enforcement Officer Reinstra stated they are on private property so there is not really anything we can do about them.

Councilmember Taylor reminded everyone Art's Alive will be on October 25th through the 28th.

Administrator Thomas discussed the grants he has been researching for the Garden Club exterior repairs and the offer of a Telecom buyout of our lease rights. They have offered the Town \$990,000; however, he would like to seek advise for a professional outlook on this. It was the consensus of the Council for him to move forward with obtaining an expert on the future outcome of these buyouts.

There being no further business the meeting ended at 6.49 p.m.

Maria DeGoede, Finance Director

Marna Hanneman, Mayor



TOWN OF LA CONNER

Void check 27042 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 October 22, 2024 Claims** have been received and that;

Checks Numbered:	27477 - 27512	\$266,369.86
Auto Payments:	#2018272 – Leasehold Tax	\$2,188.55
	#2018273 – Excise Tax	\$10,306.22

Voided Checks 27346, 27349 and 27385

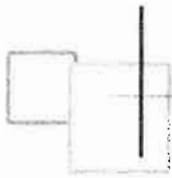
Are approved for a total payment of \$278,864.63 this 22nd day of October 2024.


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2024 - October
Council Date: : 2024 - October - 2nd Council Meeting

Aktivov LLC

27477

2024 - October - 2nd Council Meeting

Invoice - LaConnerWA/2024

Tax Balance from Original Payment for Asset Management Program

403-000-594-31-60-02

Capital Projects

\$387.00

Total Invoice - LaConnerWA/2024

\$387.00

Total 27477

\$387.00

Total Aktivov LLC

\$387.00

Beckwith Consulting Group

27478

2024 - October - 2nd Council Meeting

Invoice - BecWithPmt1

Pmt 1 Moore Clark Subarea Plan

001-000-558-70-49-00

Economic Development

\$37,430.55

Total Invoice - BecWithPmt1

\$37,430.55

Total 27478

\$37,430.55

Total Beckwith Consulting Group

\$37,430.55

Bud Clary Ford Hyundai

27479

2024 - October - 2nd Council Meeting

Invoice - 3RY243

Public Works Dump Truck

002-000-576-80-35-00

Small Tools & Equipment

\$16,913.48

005-000-542-64-35-00

Small Tools & Equipment

\$22,551.32

401-000-534-80-35-00

Small Tools & Equipment

\$36,645.90

403-000-531-38-35-00

Small Tools & Equipment

\$36,645.90

Total Invoice - 3RY243

\$112,756.60

Total 27479

\$112,756.60

Total Bud Clary Ford Hyundai

\$112,756.60

City of Anacortes

27480

2024 - October - 2nd Council Meeting

Invoice - CityofAnacorteSept2024

Sept. 2024 Water Charges

401-000-534-80-33-00

Purchase of Wholesale Water

\$30,643.00

		Water sales	
	Total Invoice - CityofAnacorteSept2024		\$30,643.00
Total 27480			\$30,643.00
Total City of Anacortes			\$30,643.00
Crystal Springs			
27481		2024 - October - 2nd Council Meeting	
	Invoice - 5383122 100224		
	Distilled Water		
	409-000-535-80-31-02	Lab Supplies	\$101.89
		WWTP Distilled Water	
	Total Invoice - 5383122 100224		\$101.89
Total 27481			\$101.89
Total Crystal Springs			\$101.89
David Evans & Associates Inc.			
27482		2024 - October - 2nd Council Meeting	
	Invoice - 573020		
	Water System Plan		
	401-000-594-34-64-02	Capital Projects	\$165.39
	Total Invoice - 573020		\$165.39
	Invoice - 573022		
	Water System Plan		
	401-000-594-34-64-02	Capital Projects	\$1,291.77
	Total Invoice - 573022		\$1,291.77
Total 27482			\$1,457.16
Total David Evans & Associates Inc.			\$1,457.16
Edge Analytical			
27483		2024 - October - 2nd Council Meeting	
	Invoice - 24-28838		
	Effluent Testing		
	409-000-535-80-48-05	Materials/Testing	\$49.50
		Sewer Testing	
	Total Invoice - 24-28838		\$49.50
	Invoice - 24-29644		
	Effluent & Influent Testing		
	409-000-535-80-48-05	Materials/Testing	\$591.00
		Sewer Testing	
	Total Invoice - 24-29644		\$591.00

Invoice - 24-30423			
	Coliform Testing		
	401-000-534-80-41-00	Professional Services	\$25.00
		Water Testing Samples	
	Total Invoice - 24-30423		\$25.00
	Invoice - Credit24-08897dup		
	Credit for Invoice 24-30423		
	401-000-534-80-41-00	Professional Services	(\$25.00)
		Water Testing Samples	
	Total Invoice - Credit24-08897dup		(\$25.00)
	Invoice - MEJ0003		
	Compliance HPC		
	401-000-534-80-41-00	Professional Services	\$61.00
		Water Testing Samples	
	Total Invoice - MEJ0003		\$61.00
Total 27483			\$701.50
Total Edge Analytical			\$701.50
Employment Security			
27484			
		2024 - October - 2nd Council Meeting	
	Invoice - EmpSec9/2024		
	3rd Qtr. Contribution		
	001-000-513-10-21-01	Administrator Benefits	\$5.81
	001-000-514-23-21-00	Finance Benefits	\$4.02
	001-000-522-10-21-00	Fire Dept. Benefits	\$2.50
	001-000-558-60-21-00	Planning Benefits	\$2.23
	001-000-575-50-20-00	Senior Center Benefits	\$0.62
	002-000-576-80-21-00	Benefits	\$2.07
	401-000-534-80-21-00	Benefits	\$10.44
	403-000-531-38-21-00	Benefits	\$5.10
	Total Invoice - EmpSec9/2024		\$32.79
Total 27484			\$32.79
Total Employment Security			\$32.79
ESO Solutions Inc.			
27485			
		2024 - October - 2nd Council Meeting	
	Invoice - ESO-150425		
	NFIRS		
	001-000-522-20-41-00	Professional Services	\$86.58
	Total Invoice - ESO-150425		\$86.58
Total 27485			\$86.58
Total ESO Solutions Inc.			\$86.58

Fastenal Company
27486

2024 - October - 2nd Council Meeting

Invoice - WAANA158150

3/8x1 Pipe & Wipers
409-000-535-80-48-01

Plant Repair & Maintenance

\$193.19

Total Invoice - WAANA158150

\$193.19

Invoice - WAANA158259

Paper Towels & TP
002-000-576-80-31-01

Restroom Supplies

\$287.52

Total Invoice - WAANA158259

\$287.52

Total 27486

\$480.71

Total Fastenal Company

\$480.71

Frontline Cleaning Services
27487

2024 - October - 2nd Council Meeting

Invoice - 37272

Public Restroom Cleaning
003-000-575-50-48-05

Public Restrooms - Repair & Maint.

\$2,595.00

Total Invoice - 37272

\$2,595.00

Total 27487

\$2,595.00

Total Frontline Cleaning Services

\$2,595.00

Grainger
27488

2024 - October - 2nd Council Meeting

Invoice - 9246950266

Diesel Exhaust Fluid
412-000-554-90-48-06

Compost Machinery/Equip

\$120.22

Total Invoice - 9246950266

\$120.22

Total 27488

\$120.22

Total Grainger

\$120.22

Greaves Company Inc
27489

2024 - October - 2nd Council Meeting

Invoice - 179232

304 SS Flap Gate Valves
403-000-531-38-48-00

Repair & Maintenance

\$6,337.52

Total Invoice - 179232

\$6,337.52

Total 27489

\$6,337.52

Total Greaves Company Inc

\$6,337.52

Hedlin Farms**27490****2024 - October - 2nd Council Meeting****Invoice - HedlinHydrantMtrDepRef2024****Hydrant Meter Deposit Refund Mtr#P20872**

401-000-582-10-00-00

Hydrant Meter Dep Refund

\$100.00**Total Invoice - HedlinHydrantMtrDepRef2024****\$100.00****Total 27490****\$100.00****Total Hedlin Farms****\$100.00****La Conner Weekly News****27491****2024 - October - 2nd Council Meeting****Invoice - 10776****Publishing of Notice of Applicaiton - Latham/Billings & Mennegar**

001-000-558-60-44-00

Advertising

\$84.00**Total Invoice - 10776****\$84.00****Invoice - 11331****Three Month Subscription**

001-000-518-30-31-00

Office & Operating Supplies

\$15.00**Total Invoice - 11331****\$15.00****Invoice - 11431****Ads for Yard Waste Recycle, Senior Center & Moore Clark Survey**

001-000-558-60-44-00

Advertising

\$120.00

001-000-575-50-41-00

Senior Center Prof Services

\$28.80

412-000-554-90-44-40

Advertising

\$102.00**Total Invoice - 11431****\$250.80****Total 27491****\$349.80****Total La Conner Weekly News****\$349.80****Napa Auto Parts****27492****2024 - October - 2nd Council Meeting****Invoice - 1438-544364****Butt Connectors**

005-000-543-10-48-02

Vehicle Repair & Maintenance

\$4.34**Total Invoice - 1438-544364****\$4.34****Invoice - 1438-544650****2.5 DEF**

401-000-534-80-48-02

Vehicle Repair & Maintenance

\$16.44**Total Invoice - 1438-544650****\$16.44****Invoice - 1438-545019****Ultra Duty Grease**

409-000-535-80-48-01

Plant Repair & Maintenance

\$162.90**Total Invoice - 1438-545019****\$162.90**

		Invoice - 1438-545205			
		Battery/Core Deposit			
		401-000-534-80-48-02	Vehicle Repair & Maintenance		\$137.44
		Total Invoice - 1438-545205			\$137.44
	Total 27492				\$321.12
Total Napa Auto Parts					\$321.12
Nelson-Reisner					
	27493		2024 - October - 2nd Council Meeting		
		Invoice - 0874015-N			
		WWTP Fuel			
		412-000-554-90-32-00	Fuel		\$2,400.55
		Total Invoice - 0874015-N			\$2,400.55
	Total 27493				\$2,400.55
Total Nelson-Reisner					\$2,400.55
NorthWest Parking Equipment Co					
	27494		2024 - October - 2nd Council Meeting		
		Invoice - NWPk10/1/24			
		4th Qtr Payment Station Maint.			
		002-000-576-80-41-00	Professional Services		\$610.87
			Payment Stations 50%		
		005-000-542-65-48-00	Repair & Maintenance		\$610.88
			Payment Stations 50%		
		Total Invoice - NWPk10/1/24			\$1,221.75
	Total 27494				\$1,221.75
Total NorthWest Parking Equipment Co					\$1,221.75
Owen Equipment					
	27495		2024 - October - 2nd Council Meeting		
		Invoice - 00116657			
		Conn/PI Stright			
		403-000-531-38-48-03	System Repair & Maintenance		\$55.04
		Total Invoice - 00116657			\$55.04
	Total 27495				\$55.04
Total Owen Equipment					\$55.04
Pape' Machinery Exchange					
	27496		2024 - October - 2nd Council Meeting		
		Invoice - 2431313			
		Sweeper Maintenance			
		403-000-531-38-48-03	System Repair & Maintenance		\$8,744.69
		Total Invoice - 2431313			\$8,744.69
	Total 27496				\$8,744.69
Total Pape' Machinery Exchange					\$8,744.69

PLATT

27497

2024 - October - 2nd Council Meeting**Invoice - 5070142****14.5T8/COR**

003-000-575-50-48-01

Building Repair & Maint-MH/MC

\$63.12

Total Invoice - 5070142**\$63.12****Total 27497****\$63.12****Total PLATT****\$63.12****Port of Skagit Co.**

27498

2024 - October - 2nd Council Meeting**Invoice - POS-Oct2024****Public Works Lease**

002-000-576-80-45-00

Rents & Leases - Short Term

\$247.89

10% PW Lease

003-000-575-50-48-06

Rents & Leases Short Term

\$247.89

10% PW Lease

005-000-542-65-49-03

Rentals/Leases - Short Term

\$247.89

10% PW Lease

401-000-534-80-45-00

Rents & Leases - Short Term

\$991.55

40% PW Lease

403-000-531-38-45-00

Rents & Leases - Short Term

\$743.66

30% PW Lease

Total Invoice - POS-Oct2024**\$2,478.88****Total 27498****\$2,478.88****Total Port of Skagit Co.****\$2,478.88****Puget Sound Energy**

27499

2024 - October - 2nd Council Meeting**Invoice - PSEOct2024****Utility- Electric**

001-000-518-30-47-00

Public Utility Services

\$226.56

204 Douglas St -Town Hall

001-000-522-20-47-00

Public Utility Services

\$395.25

12142 Chilberg - Fire Dept

002-000-576-80-47-00

Public Utility Services

\$24.92

1339 Conner Way Lights - Pioneer Park Lights

002-000-576-80-47-00

Public Utility Services

\$38.59

1339 Connor Way - Pioneer Park Gazebo

002-000-576-80-47-00

Public Utility Services

\$122.60

100 Washington Ave Light- St End Park

002-000-576-80-47-00

Public Utility Services

\$19.89

100 Morris - Gilkey Square

003-000-575-50-47-01

Public Utility Services-MH/MC

\$10.86

104 Commercial - Maple Hall

003-000-575-50-47-02	Public Utility Services-GC	\$25.20
622 S 2nd Street - Garden Club		
003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$29.66
304 Morris St -Public Restroom		
003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$49.71
613 1st Street - Public Restroom		
005-000-542-63-47-00	Public Utility Services	\$823.03
Street lights Acct #300000001705		
005-000-542-63-47-00	Public Utility Services	\$104.72
Area Lights Acct #200011509383		
005-000-542-63-47-00	Public Utility Services	\$319.29
1st Street Lights #220005384221		
005-000-542-63-47-00	Public Utility Services	\$597.92
125 1st Street LC Post Office #300000002505		
005-000-542-63-47-00	Public Utility Services	\$63.67
3rd & Douglas		
005-000-542-63-47-00	Public Utility Services	\$57.27
12100 Chilberg - Flag pole/Monument lights		
005-000-542-63-47-00	Public Utility Services	\$26.59
100 Sherman St		
401-000-534-80-47-00	Public Utility Services	\$14.48
1200 S 4th St - Water Tank		
401-000-534-80-47-00	Public Utility Services	\$264.21
604 N 3rd Street - PW Shop-300000002695		
403-000-531-38-47-00	Public Utility Service	\$156.20
213 Caledonia - Drainage Pump		
403-000-531-38-47-00	Public Utility Service	\$85.55
102 S 6th St - Drainage Pump		
403-000-531-38-47-00	Public Utility Service	\$11.83
1340 Connor Way - Water Shack		
409-000-535-80-47-00	Public Utility Services	\$34.54
602 N 3rd Street - Pump		
409-000-535-80-47-00	Public Utility Services	\$32.03
622 1st Street - Sewage Vault		
409-000-535-80-47-00	Public Utility Services	\$10.34
12154 Chilberg - WWTP Fuel Station		
409-000-535-80-47-00	Public Utility Services	\$4,084.21
12154 Chilberg Rd WWTP		
Total Invoice - PSEOct2024		\$7,629.12
Total 27499		\$7,629.12
Total Puget Sound Energy		\$7,629.12

Quality Services				
27500		2024 - October - 2nd Council Meeting		
	Invoice - QualSvc9/2024			
	Sept 2024 Facility Cleaning Charges			
	003-000-575-50-48-01	Building Repair & Maint-MH/MC		\$980.00
	Total Invoice - QualSvc9/2024			\$980.00
Total 27500				\$980.00
Total Quality Services				\$980.00
Sherwin Williams Co.				
27501		2024 - October - 2nd Council Meeting		
	Invoice - 2967-6			
	Beader & Gun Cable			
	005-000-543-10-48-02	Vehicle Repair & Maintenance		\$836.42
	Total Invoice - 2967-6			\$836.42
Total 27501				\$836.42
Total Sherwin Williams Co.				\$836.42
Skagit County DEM				
27502		2024 - October - 2nd Council Meeting		
	Invoice - 2024Q4-LaC			
	4th Qtr. 2024 Shared Costs			
	001-000-525-10-41-00	Prof Services -EMS		\$1,044.74
		EMS Services		
	Total Invoice - 2024Q4-LaC			\$1,044.74
Total 27502				\$1,044.74
Total Skagit County DEM				\$1,044.74
Skagit River Poetry Foundation				
27503		2024 - October - 2nd Council Meeting		
	Invoice - SkaRivPtyGCDepRef10/6/24			
	Skagit River poetry Garden Club Dep Ref 10/6/245			
	003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$140.00
	Total Invoice - SkaRivPtyGCDepRef10/6/24			\$140.00
	Invoice - SkaRivPtyMHDepRef10/6/24			
	Skagit River Poetry Maple Hall Dep Ref 10/6/24			
	003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$347.50
	Total Invoice - SkaRivPtyMHDepRef10/6/24			\$347.50
Total 27503				\$487.50
Total Skagit River Poetry Foundation				\$487.50

Tacoma Screw Products
27504

2024 - October - 2nd Council Meeting

Invoice - 260107697-00

Lock Washers & Hex Nuts

005-000-542-64-48-04

Signage Repair & Maintenance

\$34.02

Total Invoice - 260107697-00

\$34.02

Invoice - 260108439-00

Hex Cap Screws & Lock Washers

403-000-531-38-48-00

Repair & Maintenance

\$16.91

Total Invoice - 260108439-00

\$16.91

Total 27504

\$50.93

Total Tacoma Screw Products

\$50.93

TK Elevator Corporation
27505

2024 - October - 2nd Council Meeting

Invoice - 3008080507

Maple Hall Elevator Maint.

003-000-575-50-48-01

Building Repair & Maint-MH/MC

\$1,009.62

Total Invoice - 3008080507

\$1,009.62

Total 27505

\$1,009.62

Total TK Elevator Corporation

\$1,009.62

Tom Robbins

27506

2024 - October - 2nd Council Meeting

Invoice - RobbinsReimb2024-2

Replaced Lost Ck#27349 for Permit Overcharge

001-000-518-90-40-00

Miscellaneous

\$875.00

Total Invoice - RobbinsReimb2024-2

\$875.00

Total 27506

\$875.00

Total Tom Robbins

\$875.00

Town of La Conner
27507

2024 - October - 2nd Council Meeting

Invoice - CompostTax3rdQtr2024

3rd Qtr. 2024 Compost Tax

412-000-554-99-49-03

Utility business tax

\$28,905.73

Total Invoice - CompostTax3rdQtr2024

\$28,905.73

Total 27507

\$28,905.73

Total Town of La Conner

\$28,905.73

Town of La Conner
27508

2024 - October - 2nd Council Meeting

Invoice - C 09-2024

Sept 2024 Sewer Service Charges

412-000-554-90-47-00

Compost Treatment Chgs - 409

\$10,833.34

Total Invoice - C 09-2024

\$10,833.34

				Invoice - S 09-2024
				Sludge Disposal Costs
				409-000-535-80-47-02 Sludge Disposal - 412 \$2,500.00
				Total Invoice - S 09-2024 \$2,500.00
Total 27508				\$13,333.34
Total Town of La Conner				\$13,333.34
USA Bluebook				
27509				
				2024 - October - 2nd Council Meeting
				Invoice - INV00445269
				Stir Bar & Hach BOD Nutrient Buffer
				409-000-535-80-31-02 Lab Supplies \$183.01
				Total Invoice - INV00445269 \$183.01
				Invoice - INV00482602
				Liquid-Nox Cleaner& Hach Nitrate
				409-000-535-80-31-02 Lab Supplies \$220.49
				Total Invoice - INV00482602 \$220.49
				Invoice - INV00485426
				Grounding Ring
				409-000-535-80-31-02 Lab Supplies \$412.13
				Total Invoice - INV00485426 \$412.13
				Invoice - SCN166324
				Credit on INV00482602
				409-000-535-80-31-02 Lab Supplies (\$84.98)
				Total Invoice - SCN166324 (\$84.98)
Total 27509				\$730.65
Total USA Bluebook				\$730.65
Utilities Underground Locate				
27510				
				2024 - October - 2nd Council Meeting
				Invoice - 4090727
				Underground Locates
				401-000-534-80-41-00 Professional Services \$17.16
				Notifications
				Total Invoice - 4090727 \$17.16
Total 27510				\$17.16
Total Utilities Underground Locate				\$17.16

Vision Municipal Solutions, LLC 27511		2024 - October - 2nd Council Meeting	
Invoice - 09-15037			
Septage/Compost Billing Forms			
412-000-554-90-41-00		Professional Services	\$336.06
Total Invoice - 09-15037			\$336.06
Total 27511			\$336.06
Total Vision Municipal Solutions, LLC			\$336.06
WA State DOR - Excise Tax 2018273		2024 - October - 2nd Council Meeting	
Invoice - 9-2024ExciseTax			
Sept 2024 Excise Tax			
401-000-534-80-49-03		Excise Taxes	\$6,198.87
403-000-531-38-49-03		Excise Taxes	\$413.31
409-000-535-80-49-01		Excise Taxes	\$1,683.15
412-000-554-90-49-01		Compost Sales Tax	\$205.25
412-000-554-90-49-02		ExciseTaxes	\$1,805.64
Total Invoice - 9-2024ExciseTax			\$10,306.22
Total 2018273			\$10,306.22
Total WA State DOR - Excise Tax			\$10,306.22
WA State DOR - Leasehold Excise Tax 2018272		2024 - October - 2nd Council Meeting	
Invoice - Qtr3-2024LeaseholdTax			
3rd Qtr. 2024 Leasehold Tax			
002-000-576-80-49-05		Leashold Excise Taxes	\$2,188.55
		Leasehold Excise Tax	
Total Invoice - Qtr3-2024LeaseholdTax			\$2,188.55
Total 2018272			\$2,188.55
Total WA State DOR - Leasehold Excise Tax			\$2,188.55
Wave Broadband 27512		2024 - October - 2nd Council Meeting	
Invoice - WAVEOct2024-2			
Phones & Internet			
001-000-518-30-42-00		Communications	\$689.70
		TH Internet & phones	
001-000-522-20-42-00		Communications	\$159.86
		Fire Dept	
003-000-575-50-42-01		Communications-MH/MC	\$227.94
		MH/MC Internet & phones	
409-000-535-80-42-00		Communications	\$190.62

WWTP

Total Invoice - WAVEOct2024-2		\$1,268.12
Total 27512		\$1,268.12
Total Wave Broadband		\$1,268.12
Grand Total	Vendor Count	38
		\$278,864.63



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **October 1, 2024** through **October 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 5981 through 5987	\$2,372.66
Payroll Taxes #2018274	\$9,086.21
Payroll Auto Deposit	\$27,208.43

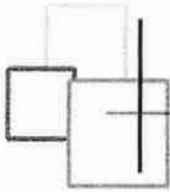
Payroll Check 5980 from Payroll of 10/5/24 replacement for ACH return.

are approved for a total payment of **\$38,667.30** this 22nd day of October, 2024.

Councilmember – Finance Committee

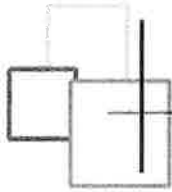
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>5981</u>	Dept of Labor & Industry	2024 - October - 2nd Council Meeting		\$1,156.19
<u>5982</u>	Employment Security	2024 - October - 2nd Council Meeting		\$76.86
<u>5983</u>	North Coast Credit Union	2024 - October - 2nd Council Meeting		\$150.00
<u>5984</u>	Paid Family & Medical Leave	2024 - October - 2nd Council Meeting		\$203.08
<u>5985</u>	Teamsters Local No. 231	2024 - October - 2nd Council Meeting		\$186.50
<u>5986</u>	Wa Cares Fund	2024 - October - 2nd Council Meeting		\$129.93
<u>5987</u>	Washington State Support Registry	2024 - October - 2nd Council Meeting		\$470.10
<u>2018274</u>	Washington Federal	2024 - October - 2nd Council Meeting		\$9,086.21
<u>Direct Deposit Run -</u> <u>10/15/2024</u>	Payroll Vendor	2024 - October - 2nd Council Meeting		\$27,208.43
				\$38,667.30



Register Activity

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 10/15/2024	Payroll Vendor	2024 - October - 2nd Council Meeting	\$27,208.43
Eills, Ajah G	ACH Pay - 7291	Posting Run - 10/15/2024 2:17:26 PM	\$1,863.35
Herring, Jennifer M	ACH Pay - 7292	Posting Run - 10/15/2024 2:17:26 PM	\$1,479.01
Johnson, Brittany	ACH Pay - 7303	Posting Run - 10/15/2024 2:17:26 PM	\$536.94
Kerley-DeGoede, Maria A	ACH Pay - 7300	Posting Run - 10/15/2024 2:17:26 PM	\$2,290.60
Lease, Brian	ACH Pay - 7296	Posting Run - 10/15/2024 2:17:26 PM	\$3,096.45
Mesman, Benjamin	ACH Pay - 7294	Posting Run - 10/15/2024 2:17:26 PM	\$179.68
Palaniuk, Kevin R	ACH Pay - 7302	Posting Run - 10/15/2024 2:17:26 PM	\$2,528.74
Park, Todd W	ACH Pay - 7290	Posting Run - 10/15/2024 2:17:26 PM	\$2,325.54
Pena-Ayon, Manuel A	ACH Pay - 7299	Posting Run - 10/15/2024 2:17:26 PM	\$1,495.65
Reinstra, Aaron M.	ACH Pay - 7301	Posting Run - 10/15/2024 2:17:26 PM	\$1,985.45
Sherman, Albert R	ACH Pay - 7298	Posting Run - 10/15/2024 2:17:26 PM	\$1,942.92
Smith, Christopher	ACH Pay - 7295	Posting Run - 10/15/2024 2:17:26 PM	\$2,573.95
Thomas, Scott G	ACH Pay - 7293	Posting Run - 10/15/2024 2:17:26 PM	\$3,051.24
Viola, Angela T	ACH Pay - 7297	Posting Run - 10/15/2024 2:17:26 PM	\$1,858.91
			\$27,208.43

Reports

- 1) Administrator's Report**
- 2) Mayor's Report**
- 3) Council Committee Reports**

Department Head Reports



Town of La Conner

Honorable Mayor and Town Council

Monthly Report of Wastewater Treatment Plant Operations & Maintenance

Month: September 2024

During the month of September, the plant is running well. The effluent is clean, and the fecal coliform counts are below permit. The ammonia is within our limits this month. 1 grinded yard waste pile.

See attached spreadsheet for WWTP data.

Locates

- There were thirteen (13) locates in September with no issues.

Call Outs-Emergencies

- 9/14 called out for a power outage, checked the influent VFD's and had to reset the RAS pump. Did a complete walk around and then reset alarm.

System Maintenance

- 9/23 astound came and replaced the modem at the lift station for the auto dialer alarm system.

Process Changes

- Had to put clarifier #1 back in service.

Miscellaneous

- Radio remote control for the compost mixer has weak signal.
- Both waste pumps are down.
- In the process of replacing the tribal meter.

Compost Sales:

Wholesale

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

Retail Sales

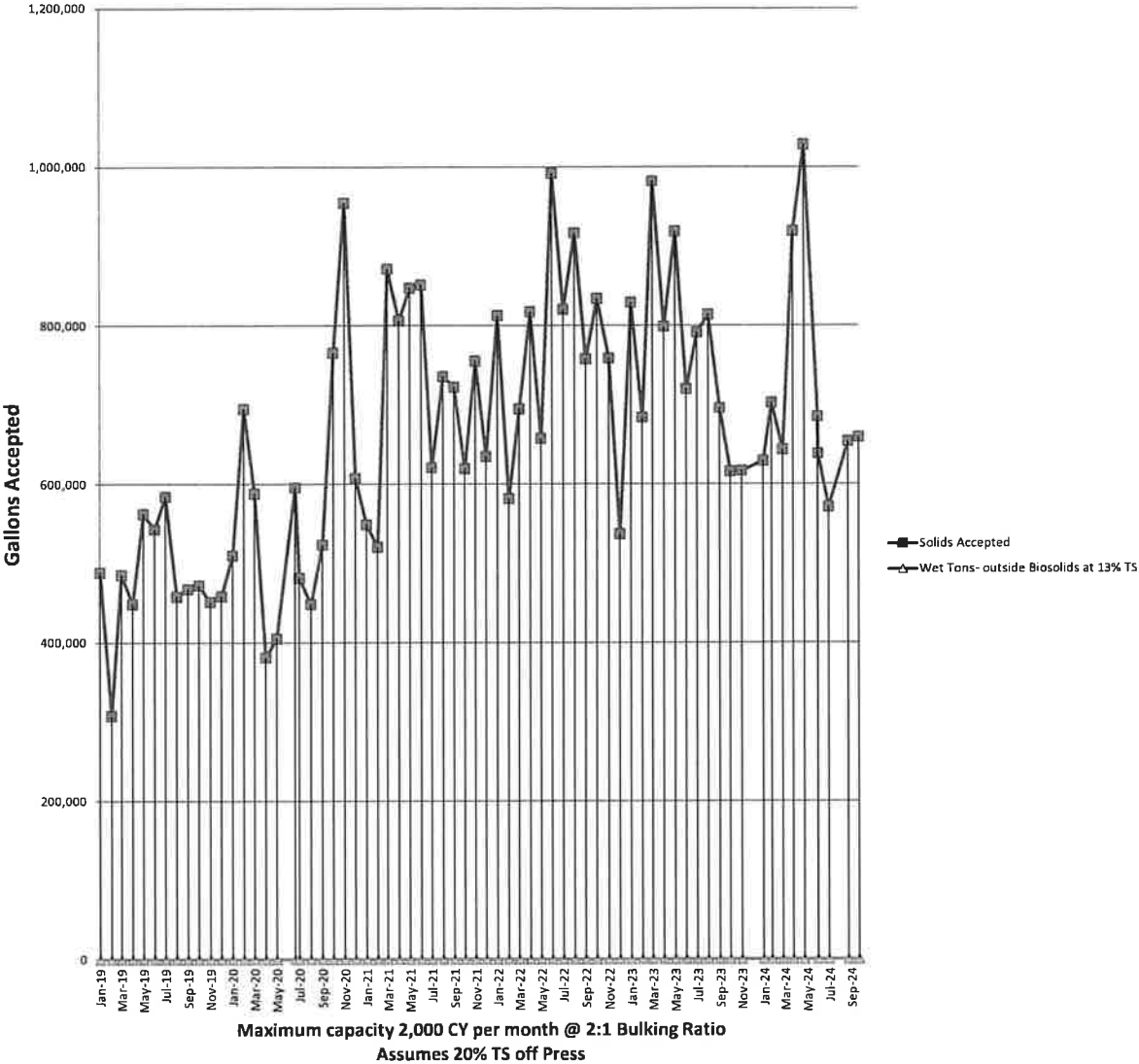
378 yards were sold in September– 6457 yards year to date.

In September 2024, the Town received 378 yards of retail and wholesale compost for a total of \$3,541.00

Metered Flow:

Influent:	<u>7,840,000 Gallons</u>
Tribal:	<u>1,761,376 Gallons</u> – Averaged due to broken meter.
Hydrant:	<u>0 Gallons</u>
Belt Press:	<u>853,474 Gallons</u>
Reuse Water:	<u>267,791 Gallons</u>

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



LaConner Wastewater Treatment Plant										
Monthly Data 2024										
Date	WWTP Total Flow	WWTP Daily Avg	WWTP Max Daily	WWTP Flow Last Year	WWTP Flow up/down from LY	Gallons of Outside Waste Processed	Gallons of Outside Waste Processed Last year	Up/down from last year	Wet tons of 95% Biosolids Processed	Wet tons of <95% Biosolids Processed
Jan-24	12,480,000	402,581	608,000	11,013,000	13%	705,942	945,220	-25%	0	22
Feb-24	9,840,000	339,310	480,000	8,850,000	11%	643,131	684,255	-6%	0	31
Mar-24	11,600,000	374,194	673,000	10,260,000	13%	919,034	981,848	-6%	0	30.44
Apr-24	9,040,000	301,333	386,000	8,880,000	2%	1,028,119	798,693	29%	0	34.89
May-24	9,040,000	291,613	399,000	8,773,000	3%	685,181	918,969	-25%	0	44.79
Jun-24	9,260,000	275,333	371,000	7,620,000	22%	638,796	720,242	-11%	0	38.86
Jul-24	8,210,000	264,839	342,000	8,190,000	0.2%	571,171	791,742	-28%	0	39.05
Aug-24	8,970,000	289,355	459,000	8,210,000	9.3%	654,239	813,797	-20%	0	50.86
Sep-24	7,840,000	261,333	483,000	7,750,000	1.2%	659,393	696,086	-5%	0	28.84
Oct-24				8,030,000			615,904		0	0
Nov-24				8,420,000			616,778		0	0
Dec-24				11,050,000			629,318		0	0
	Increase									
	Decrease									



Incident Map

Skagit County GIS

Find address or place



Displaying 36 incidents in Skagit County where Date is between 2024-01 and 2024-10-01



Info Summary



Incidents in Current View 36

Civil	2
Domestics	1
Drug/Alcohol	2
Fraud	1
Motor Vehicle Incidents	4
Other Incidents	21
Property Crimes	5

122.491 -48.400 Degrees

1000ft



TimeDate	CaseNumber	NatureDesc
9/1/2024, 8:55 AM	24-11197	Vehicle Theft
9/1/2024, 2:23 PM	24-11205	Animal Problem
9/2/2024, 6:56 PM	24-11259	Property Theft
9/2/2024, 8:38 PM	24-11268	Suspicious Circumstances
9/3/2024, 4:04 PM	24-11305	Trespassing Violation
9/3/2024, 6:00 PM	24-11311	Boating Accident
9/3/2024, 7:11 PM	24-11313	Suspicious Circumstances
9/4/2024, 11:09 AM	24-11344	Suspicious Circumstances
9/4/2024, 11:31 AM	24-11348	Fraud Violation
9/4/2024, 8:15 PM	24-11366	Missing Person
9/5/2024, 7:55 AM	24-11385	Alarm
9/5/2024, 1:18 PM	24-11409	Welfare Check
9/5/2024, 5:31 PM	24-11425	Vehicle Accident
9/5/2024, 6:44 PM	24-11428	Controlled Substance Problem
9/5/2024, 8:00 PM	24-11429	Traffic Enforcement
9/6/2024, 5:29 PM	24-11481	Domestic Violence
9/7/2024, 11:28 AM	24-11505	Animal Problem
9/7/2024, 7:07 PM	24-11528	Animal Problem
9/8/2024, 6:02 PM	24-11580	Suspicious Circumstances
9/10/2024, 12:25 PM	24-11672	Malicious Mischief
9/11/2024, 7:59 AM	24-11696	Welfare Check
9/11/2024, 11:25 AM	24-11703	Suspicious Circumstances
9/11/2024, 10:56 PM	24-11729	Weapon Violation
9/12/2024, 7:34 AM	24-11734	Weapon Violation
9/14/2024, 2:29 PM	24-11837	Welfare Check
9/16/2024, 3:00 PM	24-11918	Juvenile Problem
9/16/2024, 5:22 PM	24-11927	Alarm
9/17/2024, 7:42 PM	24-11979	Noise Ordinance
9/20/2024, 6:01 PM	24-12110	Alcohol Problem
9/21/2024, 3:46 PM	24-12146	Civil Problem
9/21/2024, 7:57 PM	24-12157	Vehicle Accident
9/26/2024, 10:02 AM	24-12351	Disorderly Conduct
9/27/2024, 11:29 AM	24-12400	Malicious Mischief
9/28/2024, 8:17 PM	24-12476	Vagrancy
9/29/2024, 7:35 PM	24-12515	Overdue Person
9/30/2024, 11:10 PM	24-12565	Welfare Check

TIME IN TOWN 155 HOURS
TIME IN ZONE 864 HOURS

Category

Property Crimes

Other Incidents

Property Crimes

Other Incidents

Property Crimes

Motor Vehicle Incidents

Other Incidents

Other Incidents

Fraud

Other Incidents

Other Incidents

Other Incidents

Motor Vehicle Incidents

Drug/Alcohol

Motor Vehicle Incidents

Domestics

Other Incidents

Other Incidents

Other Incidents

Property Crimes

Other Incidents

Other Incidents

Other Incidents

Other Incidents

Other Incidents

Other Incidents

Other Incidents

Civil

Drug/Alcohol

Civil

Motor Vehicle Incidents

Other Incidents

Property Crimes

Other Incidents

Other Incidents

Other Incidents

Unfinished Business

- 1) Center Street Project - Discussion**
- 2) Jenson Property - Discussion**
- 3) Recommendation for Acceptance – Fire Hall Roof**
- 4) Recommendation for Acceptance – Maple Hall/Center HVAC**
- 5) Recommendation for Acceptance – Snapdragon Flats Infrastructure Conveyance**
- 6) Recommendation for Acceptance – Pedestrian Improvements Project**
- 7) Resolution – County Wide Planning Policy Updates**

**Recommendation for Acceptance –
Fire Hall Roof**

October 14, 2024

Council, Town of La Conner

SUBJECT: Recommendation for Acceptance, Fire Hall Roof Replacement, Axiom Construction.

Council,

Axiom Construction has satisfactorily completed; all on-site work, punch-list items and provided appropriate conveyance forms. This project constructed of a roof replacement at bid amount of \$276,562.30 plus tax.

I recommend that the Town accept the Fire Hall Roof Replacement project as complete.

Sincerely,

**Brian Lease
Public Works Director
Town of La Conner**

**Recommendation for Acceptance –
Maple Hall/Center HVAC**

October 14, 2024

Council, Town of La Conner

SUBJECT: Recommendation for Acceptance, Maple Hall, Maple Center HVAC Improvements, DK Systems Inc.

Council,

DK Systems Inc. has satisfactorily completed; all on-site work, punch-list items and provided appropriate conveyance forms. This project constructed to current energy codes for the replacement and improvements of Maple Hall/Maple Center HVAC that included AC in Maple Center. The project completed at bid amount of \$294,500 plus tax.

I recommend that the Town accept the Maple Hall HVAC project as complete.

Sincerely,

**Brian Lease
Public Works Director
Town of La Conner**

**Recommendation for Acceptance –
Snapdragon Flats Infrastructure Conveyance**

October 14, 2024

Council, Town of La Conner

**SUBJECT: Recommendation for Developer Extension Acceptance
Snapdragon Flats**

Council,

Snapdragon Hill, LLC has satisfactorily completed; all on-site work, punch-list items, provided appropriate easements and conveyance forms, and paid all outstanding charges. This project constructed approximately 248 feet of water pipe, 335 feet of storm pipe and 335 LF of paved public roadway (Park Street) including sidewalk fronting lots 1 and 2.

The developer has paid Stormwater GFC charges for the roadway and one (1) ERU for each of the lots. Further charges may accrue to the individual lots as they submit their construction plans.

No Water or Sewer connection charges (GFC) have been applied and will be assessed to the lot owners at the time of building construction plans permitting.

The developer has elected to install the water meter boxes and setters, but, due to unknown fire flow sizing requirements for the individual lots. Completion of the water meters will be the responsibility of the lot owner and will be assessed to the lot owners at the time of building construction plans permitting.

Key documents have been filed with the Town separately and include:

- As-built Drawings
- Certification of Construction Costs
- Conveyance of Water, Storm, Sewer and Roadway elements
- Recorded Documents (Rec # 200508080163) (Rec #202012310089)
(Rec # 202106140181) (Rec # 202106140182) (Rec # 2024062210044)

We recommend that the Town accept the developer extension project as complete.

Sincerely,

**Brian Lease
Public Works Director
Town of La Conner**

**Recommendation for Acceptance –
Pedestrian Improvements Project**

October 14, 2024

Council, Town of La Conner

**SUBJECT: Recommendation for Acceptance Malpe Ave
Pedestrian Improvements**

Council,

La Conner Public Works has satisfactorily completed; all on-site work. This project constructed pedestrian improvements at three intersection, Maple and Caledonia, Maple and Rainier, Maple and Talbott with RRFB crosswalk signs.

The total cost of this project is \$36,787. (TIB grant funds \$30,318 and La Conner funds \$6,469.)

I have applied for additional TIB funds to complete the second phase for Washington Ave and Road St for 2025 construction.

I recommend that the Town accept Maple Ave Pedestrian Improvement project as complete.

Sincerely,

**Brian Lease
Public Works Director
Town of La Conner**

**Resolution –
County Wide Planning Policy Updates**

Town of La Conner



RESOLUTION NO.

A RESOLUTION OF THE TOWN OF LA CONNER, WASHINGTON IN THE MATTER OF AMENDING THE SKAGIT COUNTY COUNTYWIDE PLANNING POLICIES (CPPs)

WHEREAS, Chapter 36.70A RCW, the Washington State Growth Management Act (GMA), requires local governments to adopt comprehensive plans and implementing regulations; and

WHEREAS, under the GMA counties, and the cities within them, are required to collaboratively develop, and administer, countywide planning policies (CPPs). CPPs are intended to ensure consistency between the plans adopted by the counties and the plans adopted by the cities within them, and to ensure adequate coordination on important regional issues such as growth allocations, housing policy, and transportation; and

WHEREAS, in Skagit County the process for developing, administering, and amending CPPs is established by an interlocal agreement between Skagit County and the cities and towns within Skagit County (2002 GMA Framework Agreement); and

WHEREAS, the Town of La Conner is a party to the Framework Agreement; and

WHEREAS, under the terms of the 2002 GMA Framework Agreement countywide planning decisions and decisions to adopt or amend the CPPs are made by the "Growth Management Act Steering Committee" (GMASC) which is comprised of elected officials from Skagit County and the cities and towns within Skagit County; and

WHEREAS, On June 20, 2024, the GMASC voted to revise the Skagit County Countywide Planning Policies (CPPs); and

WHEREAS, after the adoption of the initial regional growth allocations it became necessary to adjust the allocation to reflect the practical and statutory limitations on siting higher density housing types in rural Skagit County (see attachment "B"); and

WHEREAS, revised housing allocations were subsequently developed and reviewed by the GMASC; and

WHEREAS, the 2002 GMA Framework Agreement requires that CPP amendments and major changes to regional planning policies be forwarded to the legislative bodies of each city in Skagit County for review and comment; and

WHEREAS, on September 3, 2024 the La Conner Planning Commission held a public meeting to review the proposed CPP amendments; and

WHEREAS, the Planning Commission recommended the Town Council adopt a resolution supporting the proposed CPP amendments;

NOW, THEREFORE,

BE IT RESOLVED, that the La Conner Town Council accepts the Planning Commission's recommendation and authorizes the Mayor to sign this resolution supporting the proposed CPP amendments.

Approved by vote of the La Conner Town Council this 22nd day of October, 2024.

TOWN OF LA CONNER, WASHINGTON

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Finance Director

Approved as to form:

Scott Thomas, Town Attorney

MEMORANDUM

TO: Town Council
FROM: Planning Staff
SUBJECT: County-Wide Planning Policies
DATE: October 8, 2024

As part of Skagit County's Comprehensive Plan Update, Skagit County must adopt county-wide planning policies (CPPs) in cooperation with the towns and cities located within Skagit County, including La Conner. CPPs are policy statements that establish a framework for developing comprehensive plans so that they are consistent with each other. CPPs are also important because if a dispute occurred over the interpretation of La Conner's Comprehensive Plan, the resolution of that dispute will be resolved in favor of the "interpretation which most clearly achieves Countywide Planning Policies."

As part of the 2002 Framework Agreement that governs Skagit County's adoption of the CPPs, they must refer the draft documents to the member jurisdictions for comments and input. Along with most cities in Skagit County, La Conner staff has decided to refer the CPPs to the Planning Commission for recommendation before Town Council takes final action. On September 3rd, La Conner's Planning Commission recommended that the La Conner Town Council adopt the CPPs.

Attached as Appendix A is the draft CPP from Skagit County for your review. The majority of the changes (in red) are due to new legislative requirements.

Please review the attached CPP and come prepared to approve, challenge, or reject the CPPs. Attached as Appendix B is the 2002 Framework Agreement that governs the County adoption process. The process for challenging the CPPs is Section 9: Dispute Resolution.

Appendix A

Skagit County

Countywide Planning Policies

January 2024 Proposed Revisions to include
Housing (HB1220) and Climate (HB 1181) 2024

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Policy 10. Environment 19

Policy 11. Citizen Participation and Coordination 21

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Policy 13. Historic Preservation 24

Policy 14 Climate Change and Resiliency 25

Appendix A. Growth Allocations

Appendix B. Growth Allocations Procedures

GMA Goal 14 added (2023) Section 14: Climate Change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans and strategies under RCW 36.70A.201 and Chapter RCW 47.80 adapt to and mitigate the effects of a changing climate, support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

The greenhouse gas emissions reduction sub- element and resiliency element is mandatory for the jurisdictions specified in **RCW 36.70A.95**

Skagit County Countywide Planning Policies

The Role of the Skagit County Countywide Planning Policies and the Comprehensive Plans

- i Pursuant to RCW 36.70A.210, these Skagit County Countywide Planning Policies (“Countywide Planning Policies” or “CPPs”) establish a countywide framework for developing county, city and town comprehensive plans (collectively “Comprehensive Plans”).
- ii Except as otherwise provided for by law, Skagit County, municipalities, and state agencies are subject to the Countywide Planning Policies. The Skagit County Comprehensive Plan, and the comprehensive plans of the cities and towns within Skagit County shall be consistent with these policies.
- iii The 2002 Framework Agreement – executed by Skagit County and every city and town within the county – guides the process for adoption and amendment of Countywide Planning Policies.
- iv The Board of County Commissioners adopt and amend Countywide Planning Policies in cooperation with the cities and towns, consistent with RCW 36.70A.210 and the 2002 Framework Agreement.
- v All Elements of Comprehensive Plans, including maps and procedures, shall comply with these policies. Amendments to the other components of Comprehensive Plans shall conform to these policies.
- vi As required by RCW 36.70A.120, activities and capital budgeting decisions made by Skagit County, and all cities and towns located within the county, shall be made in conformity with the locally adopted comprehensive plan.
- vii The Skagit County Comprehensive Plan adopts by reference the following functional plans: Shoreline, Drainage, Floodplain, Schools, Special Districts, Parks and Recreation, Transportation, Watershed, the Coordinated Water System Plan and any other functional plans adopted by Skagit County. Each referenced plan shall be coordinated with, and consistent with, the Skagit County Comprehensive Plan.
- viii All disputes over the proper interpretation of other functional plans and all implementing regulations, including zoning maps and zoning regulations, shall be resolved in favor of the interpretation which most clearly achieves Countywide Planning Policies.
- ix Local governments shall pursue methods of collecting and displaying statistics, maps and other information necessary for government.

- x Upon adoption of Comprehensive Plans, sub-area plans will be considered to address homogeneous natural features and communities.

1. Urban Growth
Encourage urban development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

- 1.1 Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas (“UGAs”) and within any non-municipal urban growth areas already characterized by urban growth, identified in the Skagit County Comprehensive Plan with a Capital Facilities Plan meeting urban standards. Population and employment land allocations for each UGA shall be consistent with the allocations shown in Appendix A.
- 1.2 Cities and towns and their urban growth areas, and non-municipal urban growth areas designated pursuant to CPP 1.1, shall include areas and densities sufficient to accommodate as a target 80% of the county's 20-year population projection.
- 1.3 Urban growth areas shall provide for urban densities of mixed uses and shall direct development of neighborhoods which provide adequate and accessible urban governmental services concurrent with development. The Growth Management Act (“GMA”) defines urban governmental services as those governmental services historically and typically delivered by cities, including storm and sanitary sewer systems, domestic water systems, street cleaning services, fire and police protection services, public transit services, and other public utilities associated with urban areas and normally not associated with nonurban areas.
- 1.4 Urban growth areas shall include greenbelts, greenspace and open space, and encourage the preservation of wildlife habitat areas and healthy urban community forests.
- 1.5 Cities and towns shall encourage development, including greenbelt and open space areas, on existing vacant land and in-fill properties before expanding beyond their present corporate city limits towards urban growth boundaries.
- 1.6 Annexations beyond urban growth areas are prohibited.
- 1.7 The baseline for 20-year countywide population forecasts shall be the official Growth Management Act Population Projections from the State of Washington’s Office of Financial Management. The Growth Management Act Technical Advisory Committee (“Planners Committee”) shall recommend the process for allocating forecasted population and employment, which shall be cooperatively reviewed by the Growth Management Act Steering Committee (“GMASC”), consistent with the 2002 Framework Agreement. Final growth allocations will be ratified by each government’s legislative body. The growth allocation process shall use the procedures in Appendix B, which calls for the following steps:
 - a. Initial Growth Allocations;
 - b. Reconciliation;
 - c. Long Term Monitoring; and

HB 1220 added new housing allocations, now included in **RCW 36.70A.070 Comprehensive Plans-Mandatory Element**

d. Allocation Adjustment.

- 1.8 Skagit County, the cities and towns shall use consistent development and housing land capacity analysis methods as approved by the GMASC to determine the capacity of Urban Growth Areas to accommodate population and employment growth and housing produced in the different AMI categories provided by the Department of Commerce. Jurisdictions will supply a capacity amount of undeveloped buildable urban land needed inventory done as part of their periodic updates, to the Skagit Council of Governments. The inventory of the undeveloped buildable urban land supply is to be maintained by Skagit County in a Regional Geographic Information Systems database.
- 1.9 Skagit County, the cities and towns will establish a common method to monitor urban development and housing development to evaluate the rate of growth and maintain an inventory of the amount of buildable land remaining and the amount of housing produced in the different AMI categories provided by the Department of Commerce. The Planners Committee shall develop a monitoring process, prepare annual monitoring reports and present the reports to the Growth Management Act Steering Committee annually.
- 1.10 All growth outside the urban growth boundary shall be rural in nature as defined in the Rural Element, not requiring urban governmental services, except in those limited circumstances shown to be necessary to the satisfaction of both Skagit County and the affected city/town to protect basic public health, safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development
- 1.11 Prior to altering urban growth areas, or as part of a periodic update, a climate impact analysis shall be completed. The climate impact analysis shall evaluate the greenhouse gas (GHG) and vehicle miles traveled (VMT) impacts associated with the proposed change and consider climate vulnerability and resilience scenarios created by the change. The analysis shall also consider the GHG and VMT impacts associated with other feasible alternatives for accommodating projected growth. Preference shall be given to alternatives that reduce per capita VMT and GHG emissions and changes that increase climate resilience and protect vulnerable populations and overburdened communities.

1.8 Added housing capacity analysis to the existing land capacity analysis. Removed GMASC requirements for methodology approval. Removed Skagit County GIS requirement to store data. SCOG will collect land and housing capacity reports.

1.9 Department of Commerce AMI categories for different types of housing will be used for reconciliation and monitoring reports

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2. Reduce Sprawl

Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

- 2.1 Contiguous and orderly development and provision of urban services to such development within urban growth boundaries shall be required.
- 2.2 Development within the urban growth area shall be coordinated and phased through inter-agency agreements.
- 2.3 Rural development shall be allowed in areas outside of the urban growth boundaries having limited resource production values (e.g. agriculture, timber, mineral) and having access to public services. Rural development shall have access through suitable county roads, have limited impact on agricultural, timber, mineral lands, critical areas, shorelands, historic landscapes or cultural resources and must address their drainage and ground water impacts.
- 2.4 Rural commercial and industrial development shall be consistent with that permitted by the Growth Management Act, specifically including RCW 36.70A.070(5)(d) and related provisions and the 1997 ESB 6094 amendments thereto. This development shall not be urban in scale or character or require the extension of urban services outside of urban growth areas, except where necessary to address an existing public health, safety or environmental problem.
- 2.5 Rural commercial and industrial development shall be of a scale and nature consistent and compatible with rural character and rural services, or as otherwise allowed under RCW 36.70A.070(5)(d), and may include commercial services to serve the rural population, natural resource-related industries, small scale businesses and cottage industries that provide job opportunities for rural residents, and recreation, tourism and resort development that relies on the natural environment unique to the rural area.
- 2.6 Priority consideration will be given to siting of new rural commercial and industrial uses in areas of existing development, including existing Rural Villages and existing Rural Centers, followed by already developed sites in the rural area, and only lastly to wholly undeveloped sites in the rural area.
- 2.7 Master planned sites designated for industrial and large-scale commercial uses shall be clustered, landscaped, and buffered to alleviate adverse impacts to surrounding areas.
- 2.8 Commercial areas should be aggregated in cluster form, be pedestrian oriented, provide adequate parking and be designed to accommodate public transit.

- 2.9 Urban commercial and urban industrial development, except development directly dependent on local agriculture, forestry, mining, aquatic and resource operations, and major industrial development which meets the criteria contained in RCW 36.70A.365, should be restricted to urban or urban growth areas where adequate transportation networks and appropriate utility services are available.

The process to consider siting of specific major industrial developments outside of urban growth areas shall follow the process included in the 2002 Framework Agreement for adoption of Countywide Planning Policies. Major industrial developments shall mean a master planned location for specific manufacturing, industrial, or commercial business that:

1. Requires a parcel of land so large that no suitable parcels are available within an urban growth area; or
2. Is a natural resource-based industry requiring a location near agricultural land, forest land, or mineral resource land upon which it is dependent. The major industrial development shall not be for the purpose of retail commercial development or multi-tenant office park.

A major industrial development may be approved outside an urban growth area if the following criteria are met:

1. New infrastructure is provided for and/or applicable impact fees are paid;
2. Transit-oriented site planning and traffic demand management programs are implemented;
3. Buffers are provided between the major industrial development and adjacent non-urban areas;
4. Environmental protection including air and water quality has been addressed and provided for;
5. Development regulations are established to ensure that urban growth will not occur in adjacent non-urban areas;
6. Provision is made to mitigate adverse impacts on designated agricultural lands, forest lands, and mineral resource lands;
8. The plan for the major industrial development is consistent with Skagit County's development regulations established for the protection of critical areas; and

9. An inventory of developable land has been conducted and Skagit County has determined and entered findings that land suitable to site the major industrial development is unavailable within the urban growth area. Priority shall be given to applications for sites that are adjacent to or in close proximity to the urban growth areas.

Final approval of an application for a major industrial development shall be considered an adopted amendment to the Skagit County Comprehensive Plan adopted pursuant to RCW 36.70A.070 designating the major industrial development site on the land use map as an urban growth area. Final approval of the application shall not be considered an amendment to the Skagit County Comprehensive Plan for the purposes of RCW 36.70A.130(2) and may be considered at any time.

- 2.10 Establishment or expansion of local improvement districts and special purpose taxing districts, except flood control, diking districts and other districts formed for the purpose of protecting water quality, in designated commercial forest resource lands shall be discouraged.

3. Transportation

Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans.

- 3.1 Multi-purpose Multimodal transportation routes and facilities shall be designed to accommodate present and future traffic volumes.
- 3.2 Primary arterial access points shall be designed to ensure maximum safety while minimizing traffic flow disruptions.
- 3.3 The development of new transportation routes and improvements to existing routes shall be consistent with VMT and GHG reduction targets and shall minimize adverse social, economic and environmental impacts and costs, especially those impacts to vulnerable populations and overburdened communities.
- 3.4 Transportation elements of Comprehensive Plans shall be designed to; facilitate the flow of people, goods and services so as to strengthen the local and regional economy; conform with the Land Use Element; be based upon an inventory of the existing Skagit County transportation network and needs; and encourage the conservation of energy and reduction of VMT and GHG with the goal of meeting or exceeding Washington State targets.
- 3.5 Provisions in Comprehensive Plans for the location and improvement of existing and future transportation networks and public transportation shall be made in a manner consistent with the goals, policies and land use map of the locally adopted comprehensive plan.
- 3.6 The development of a recreational transportation network shall be encouraged and coordinated between state and local governments and private enterprises.
- 3.7 Transportation services for seniors and individuals with disabilities shall be provided by public transportation operators to provide for those who, through age and/or disability, are unable to transport themselves.
- 3.8 Multi-modal Level of service (LOS) standards and safety standards shall be established that coordinate and link with the urban growth and urban areas to coordinate optimize land use and transportation traffic compatibility over the long term. New development shall mitigate multimodal LOS deficiencies transportation impacts concurrently with the development and occupancy of the project. Acceptable mitigation may include active transportation facility improvements, increased or enhanced public transportation service, ride-sharing programs, demand management, or transportation systems management strategies funded by the development.
- 3.9 An all-weather arterial road system shall be coordinated with industrial and commercial areas.

Countywide Planning Policies, January 2024 2021 Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181) 8

The greenhouse gas emissions reduction sub-element and resiliency sub-element is mandatory for the jurisdictions specified in RCW 36.70A.95 The greenhouse has emissions sub-element of the Comprehensive plan must identify actions consistent with guidelines published pursuant to RCW 70A.45.120 that will:

(a) Result in reductions in overall GHG emissions generated by transportation and land use within the jurisdiction but without increasing GHG elsewhere in the state;

(b) Result in reductions in per capita VMT within the jurisdiction but without increasing VMT in the state

(c) Prioritize reductions that benefit overburdened communities in order to maximize the co-benefits of reduced air pollution and environmental justice.

WAC 365-196-840 Concurrency - In urban areas, the department recommends counties and cities adopt methodologies that analyze the transportation system from a comprehensive multi-modal perspective authorized by RCW 36.70A.108

- 3.10 Cost effectiveness shall be a consideration in transportation expenditure decisions and balanced for both safety and service improvements.
- 3.11 An integrated regional transportation system shall be designed to minimize air pollution, including a reduction of vehicle related greenhouse gas emissions and reduction of vehicle miles travelled by promoting the use of alternative transportation modes, reducing vehicular traffic, maintaining acceptable multimodal levels of service, traffic-flow, and siting of facilities.
- 3.12 All new and expanded transportation facilities and transportation system improvements shall be sited, constructed and maintained to minimize noise levels and shall not have the effect of increasing per capita VMT or greenhouse gas emissions.
- 3.13 Increase the percentage of trips made using transit by prioritizing transit service hours and capital investments for routes serving urban corridors with high levels of ridership potential where dense concentrations of housing, employment, or services exist or are planned.
- 3.14 Develop a regional network of active transportation facilities and connect major regional cities with a multi-use path system.

3.12

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4. Housing

~~Plan for and accommodate~~ **Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**

HB 1220 resulted in new required housing allocations as part of **RCW 36.70A.070 Comprehensive Plans-Mandatory elements** in order to plan for and accommodate housing for different area median incomes (AMI)

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- 4.1 ~~Allow for an adequate supply of land use options to provide housing for a wide range of incomes, housing types and densities. Comprehensive Plans must include a housing element that plans for and accommodates housing affordable to all economic segments of the population. The housing element must include an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, including units for low, very low and extremely low-income households, and emergency housing, emergency shelters and permanent supportive housing (PSH).~~
- 4.2 ~~At a minimum, each jurisdiction shall provide sufficient capacity to accommodate the number and type of units allocated to the jurisdiction through regional allocation process described in Appendix B. Comprehensive plans, development regulations, and funding mechanisms shall also be consistent with the following housing allocation policies:~~
- ~~a. Housing allocations including PSH, low, very low and extremely low-income households shall be prioritized in, and shall be primarily allocated to, urban areas with good access to transit and services.~~
 - ~~b. Rural areas typically lack access to transit and services, but may have localized or unique housing needs, such as housing for rural resource employees or housing for extended family members. In such areas, accessory dwelling units may be considered.~~
 - ~~c. Consistent with the process described in Appendix B, locations without access to transit or services, including rural areas and towns, may have some of their allocation of low, very low and extremely low-income households, emergency shelters and PSH given by the Department of Commerce methodology or an approved equivalent quantitative method, reallocated to urban areas in cities with more access to services and transit.~~
 - ~~d. The reconciliation process described in Appendix B may be used to reallocate housing numbers if needed, in coordination with land capacity analysis and population and employment allocation reconciliation processes.~~
 - ~~e. Avoid further concentrations of low-income, PSH and emergency shelter housing.~~
 - ~~f. Increase opportunities and capacity for housing that is affordable and close to employment, education, shopping, public services and public transit.~~

RCW 36.70A.070 Comprehensive Plans Mandatory Elements includes consideration of the role of accessory dwelling units.

4.1g. To provide equal access and to equitably meet the needs of Skagit County's vulnerable populations, PSH and emergency shelter capacity will be allocated to urban areas in a geographically balanced fashion and proportionate to each UGA's population.

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4.24.3 Public/private partnerships shall be encouraged to build affordable housing and devise incentives for innovative and environmentally sensitive design to meet the housing needs of people with low and moderate incomes and special needs populations.

4.34.4 Comprehensive Plans should support innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments and the transfer of development rights.

4.44.5 The existing affordable housing stock should be maintained and efforts to rehabilitate older and substandard housing, which are otherwise consistent with comprehensive plan policies, should be encouraged.

4.54.6 The construction of housing that promotes innovative, energy efficient and less expensive building technologies shall be encouraged.

4.64.7 Provisions in Comprehensive Plans for the location of residential development shall be made in a manner consistent with protecting natural resource lands, aquatic resources, and critical areas.

4.8 The County and Cities, and public housing authorities, should participate in multi-jurisdictional affordable housing programs with the goal to increase housing for low-income, PSH and emergency shelters. These programs will be cooperative efforts that include public agencies, non-profits, and other providers of housing. Manufactured home parks shall be allowed only within urban or urban growth areas.

4.9 The County and Cities, in cooperation with housing and human services providers should create an actionable countywide strategy to coordinate the development of public supported housing projects which includes a funding strategy addressing capital and operating.

4.74.10 Regional funding mechanisms and the capital plans of public housing providers should be consistent with the housing allocations established through each jurisdiction's Comprehensive Plan.

4.7 Removal of requirements for mobile home parks only within urban or urban growth areas. Allows for more flexibility in LAMIRDS if services are available.

4.8, 4.9 and 4.10 - ensure that housing elements of jurisdictions are consistent with North Star initiative.

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5. Economic Development

Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

- 5.1 The development of environmentally sensitive industries shall be encouraged.
- 5.2 Home occupations that do not significantly change or impact neighborhood character shall be permitted.
- 5.3 Economic diversity should be encouraged in rural communities where special incentives and services can be provided.
- 5.4 Commercial and industrial activities directly related to local natural resource production may be allowed in designated natural resource areas provided they can demonstrate their location and existence as natural resource area dependent businesses.
- 5.5 A diversified economic base shall be encouraged to minimize the vulnerability of the local economy to economic fluctuations.
- 5.6 Commercial, industrial and residential acreage shall be designated to meet future needs without adversely affecting natural resource lands, critical areas, and rural character and life styles.
- 5.7 Tourism, recreation and land preservation shall be promoted provided they do not conflict with the long-term commercial significance of natural resources and critical areas or rural life styles.
- 5.8 Agriculture, forestry, aquatic resources and mineral extraction shall be encouraged both within and outside of designated resource lands.
- 5.9 The primary land use within designated forest resource lands shall be commercial forestry. Residential development shall be strongly discouraged within designated forest resource lands.
- 5.10 Lands within designated agricultural resource areas should remain in large parcels and ownership patterns conducive to commercial agricultural operations and production.

- 5.11 Skagit County shall conserve agriculture, aquaculture, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas, where the principal and preferred land uses will be long term commercial resource management.
- 5.12 Value added natural resource industries shall be encouraged.
- 5.13 Skagit County shall increase the availability of renewable resources and encourage the maximum attainable recycling of non-renewable resources.
- 5.14 Commercial and industrial activities directly related to or dependent on local aquatic resource areas should be encouraged in shoreline areas provided they are shoreline dependent and/or related.
- 5.15 Comprehensive Plans shall support and encourage economic development and employment to provide opportunities for prosperity.

6. Property Rights

Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

- 6.1 Proposed regulatory or administrative actions shall not result in an unconstitutional taking of private property.
- 6.2 The rights of property owners operating under current land use regulations shall be preserved unless a clear public health, safety or welfare purpose is served by more restrictive regulation.
- 6.3 Surface water runoff and drainage facilities shall be designed and utilized in a manner which protects against the destruction of private property and the degradation of water quality.

7. Permits

Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

- 7.1 Inter-agency agreements with other agencies to facilitate multi-agency permits shall be pursued to better serve the public.
- 7.2 Upon receipt of a complete application, land use proposals and permits shall be expeditiously reviewed and decisions made in a timely manner.
- 7.3 Variances that would create a policy violation of a jurisdiction's comprehensive plan shall not be permitted.
- 7.4 New implementing codes and amendments shall provide clear regulations to reduce the possibility of multiple interpretations by staff and applicants.
- 7.5 Impact fees shall be imposed through established ordinances, procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact.
- 7.6 Special purpose districts permitted by statute to request impact fees shall to the extent possible utilize similar formulas to calculate costs of new development.

8. Natural Resource Industries

Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

- 8.1 Identified critical areas, shorelands, aquatic resource areas and natural resource lands shall be protected by restricting conversion. Encroachment by incompatible uses shall be prevented by maintenance of adequate buffering between conflicting activities.
- 8.2 Land uses adjacent to agricultural, forest, or mineral resource lands and designated aquatic resource areas shall not interfere with the continued use of these designated lands for the production of food, agricultural and aquatic based products, or timber, or for the extraction of minerals.
- 8.3 Forest and agricultural lands located within urban growth areas shall not be designated as forest or agricultural land of long-term commercial significance unless a program authorizing transfer or purchase of development rights is established.
- 8.4 Mining sites or portions of mining sites shall be reclaimed when they are abandoned, depleted, or when operations are discontinued for long periods.
- 8.5 Long-term commercially significant natural resource lands and designated aquatic resource areas shall be protected and conserved. Skagit County shall adopt policies and regulations that encourage and facilitate the retention and enhancement of natural resource areas in perpetuity.
- 8.6 When plats, short plats, building permits and development permits are issued for development activities on or adjacent to natural resource lands and aquatic resource areas, notice shall be provided to those seeking permit approvals that certain activities may occur that are not compatible with residences.
- 8.7 Fishery resources, including the county's river systems inclusive of their tributaries, as well as the area's lakes, associated wetlands, and marine waters, shall be protected and enhanced for continued productivity.
- 8.8 Skagit County shall encourage sustainable use of the natural resources of the County, including but not limited to agriculture, forestry, and aquatic resources.
- 8.9 Skagit County shall conserve agricultural, aquatic based, forest and mineral resources for productive use by designating natural resource lands and aquatic resource areas where the principal and preferred land uses will be long-term commercial resource management.

9. Open Space and Recreation

Retain open space and green space, enhance recreational opportunities, conserve, enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

Revised to be consistent with RCW
36.70A.070 Planning Goals

- 9.1 Open space corridors within and between urban growth areas shall be identified. These areas shall include lands useful for recreation, fish and wildlife habitat, trails, and connection of critical areas.
- 9.2 To preserve open space and create recreational opportunities, innovative regulatory techniques and incentives such as but not limited to, purchase of development rights, transfer of development rights, conservation easements, land trusts and community acquisition of lands for public ownership shall be encouraged.
- 9.3 The use of Open Space Taxation Laws shall be encouraged as a useful method of land use control and resource preservation.
- 9.4 Expansion and enhancement of parks, recreation and scenic areas and viewing points shall be identified, planned for and improved in shorelands, and urban and rural designated areas.
- 9.5 Property owners shall be encouraged to site and design new construction to minimize disruption of visual amenities and solar resources of adjacent property owners, public road ways, parks, lakes, waterways and beaches.
- 9.6 Development of new park and recreational facilities shall adhere to the policies set out in Comprehensive Plans.
- 9.7 The Skagit Wild and Scenic River System (which includes portions of the Sauk, Suiattle, Cascade and Skagit Rivers) is a resource that should be protected, enhanced and utilized for recreation purposes when there are not potential conflicts with the values (fisheries, wildlife, and scenic quality) of the river system.
- 9.8 Incompatible adjacent uses including industrial and commercial areas shall be adequately buffered by means of landscaping, or by maintaining recreation and open space corridors.
- 9.9 A park and recreation system shall be promoted which is integrated with existing and planned land use patterns.
- 9.10 Indoor and outdoor recreation facilities shall be designed to provide a wide range of opportunities allowing for individual needs of those using these facilities.

- 9.11 School districts, public agencies and private entities should work together to develop joint inter-agency agreements to provide facilities that not only meet the demands of the education for our youth, but also provide for public recreation opportunities that reduce the unnecessary duplication of facilities within Skagit County.
- 9.12 In planning new park and recreation facilities, consideration shall be given to natural features, topography, floodplains, relationship to population characteristics, types of facilities, various user group needs and standards of access, including travel time.

10. Environment

Protect and enhance the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Revised to be consistent with
RCW 36.70A.070 Planning Goals

- 10.1 Natural resource lands, including aquatic resource areas and critical areas shall be classified and designated, and regulations adopted to assure their long-term conservation. Land uses and developments which are incompatible with critical areas shall be prohibited except when impacts from such uses and developments can be mitigated.
- 10.2 Land use decisions shall take into account the immediate and long-range cumulative effects of proposed uses on the environment, both on- and off-site.
- 10.3 Reduce the loss of critical aquatic and terrestrial habitat by minimizing habitat fragmentation.
- 10.4 Wetlands, woodlands, watersheds and aquifers are essential components of the hydrologic system and shall be managed to protect surface and groundwater quality.
- 10.5 Recognize the river systems within Skagit County as pivotal freshwater resources and manage development within the greater watershed in a manner consistent with planning practices that enhance the integrity of the aquatic resource, fish and wildlife habitat, and recreational and aesthetic qualities.
- 10.6 Rural character shall be preserved by regulatory mechanisms through which development can occur with minimal environmental impact.
- 10.7 Development shall be directed away from designated natural resource lands, aquatic resource areas and critical areas.
- 10.8 The conversion of tidelands to uplands by means of diking, drainage and filling shall be prohibited, except when carried out by a public body to implement Comprehensive Plans for flood plain management or to respond to a natural disaster threatening life and property.
- 10.9 Septic systems, disposal of dredge spoils and land excavation, filling and clearing activities shall not have an adverse significant effect on Skagit County waters with respect to public health, fisheries, aquifers, water quality, wetlands, wildlife habitat, natural marine ecology and aquatic based resources.
- 10.10 Usual and accustomed activities on natural resource lands and aquatic resource areas shall be protected from interference when they are conducted in accordance with best management practices and environmental laws.

- 10.11 When evaluating and conditioning commercial, industrial or residential development, local governments shall consider threatened or endangered wildlife.
- 10.12 Enter into inter-agency agreements with appropriate state and local agencies and Native American Tribes for compliance with watershed protection, including but not limited to, the cumulative effects of construction, logging and non-point pollution in watersheds.
- 10.13 Cooperate with appropriate local, state and Federal agencies, to develop and implement flood hazard reduction programs, consistent with and supportive of the Corps Feasibility Study, and consistent with the Climate Chapters of Comprehensive Plans and Hazard Mitigation Plans.
- 10.14 The Skagit River Floodway and the Skagit River Floodplain shall be regulated to protect human life, property and the public health and safety of the citizens of Skagit County; minimize the expenditure of public money; and maintain flood insurance eligibility while avoiding regulations which are unnecessary restrictive or difficult to administer.
- 10.15 Work together to provide ongoing public education about flooding in a coordinated and consistent program, and adopt a flood hazard reduction plan, that works together with the natural and beneficial functions of floodplains.

RCW 36.70A.070- internal consistency required among components within comprehensive plan

RCW 36.70A.100 -consistency required between neighboring jurisdictions

RCW 36.70A.070(6) -consistency between State and local

11. Citizen Participation and Coordination

Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.

- 11.1 Maintain procedures to provide for the broad dissemination of proposals and alternatives for public inspection; opportunities for written comments; public hearings after effective notice; open discussions; communication programs and information services; consideration of and response to public comments; and the notification of the public for the adoption, implementation and evaluation of locally adopted comprehensive plans.
- 11.2 Continue to encourage public awareness of Comprehensive Plans by providing for public participation opportunities and public education programs that include ways to solicit participation from vulnerable populations and overburdened communities designed to promote a widespread understanding of the Plans' purpose and intent.
- 11.3 For land use proposals, including those within the marine environment, all applicants shall bear the costs for public notification, by mail, and by posting of signs. Affected neighbors and surrounding shoreline owners shall be notified as prescribed by ordinance.
- 11.4 Provide regular and ongoing opportunities for public review and comment throughout the development process of Comprehensive Plans.
- 11.5 Encourage citizen participation throughout the planning process as mandated by Washington state statute and codes for environmental, land use, and development permits.
- 11.6 Utilize broad based Citizen Advisory Committees to participate and assist in the Element development of the Comprehensive Plans, sub-area plans and functional plans.

HB 1181 Requires a climate chapter for jurisdictions specified in **RCW 36.70A.095** and is encouraged for all other jurisdictions. A climate change and resiliency sub-element is required for jurisdictions in Skagit County with populations greater than 6,000. This includes new public outreach requirements to include participation from vulnerable populations and overburdened communities.

12. Public Facilities and Services

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

- 12.1 Public facilities and services shall be integrated and consistent with locally adopted comprehensive plans and implementing regulations.
- 12.2 All communities within a region shall fairly share the burden of regional public facilities. (The GMA defines regional public facilities as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks, recreational facilities and schools.)
- 12.3 A process shall be developed for identifying and siting essential public facilities. Comprehensive Plans may not preclude the siting of essential public facilities. (The GMA defines essential public facilities as those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local corrections facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities.)
- 12.4 Lands shall be identified for public purposes, such as: utility corridors, transportation corridors, landfill, sewage treatment facilities, recreation, schools, and other public uses. Skagit County shall work with the state, cities, towns, communities and utility providers to identify areas of shared need for public facilities.
- 12.5 Lands designated for urban growth by Comprehensive Plans shall have an urban level of regional public facilities prior to or concurrent with development.
- 12.6 Development shall be allowed only when and where all public facilities are adequate, and only when and where such development can be adequately served by regional public services without reducing levels of service elsewhere.
- 12.7 Public facilities and services needed to support development shall be available concurrent with the impacts of development.
- 12.8 The financing for system improvements to public facilities to serve new development must provide for a balance between impact fees and other sources of public funds and cannot rely solely on impact fees.

- 12.9 New development shall pay for or provide for its share of new infrastructure through impact fees or as conditions of development through the environmental review process.
- 12.10 Public water supply for new development shall conform to or exceed the Coordinated Water System Plan for public water systems.
- 12.11 Future development of land adjacent to existing and proposed schools and other public facilities shall be compatible with such uses.
- 12.12 Library services within Skagit County should be developed and coordinated to assure the delivery of comprehensive services throughout the county, with Skagit County, cities and towns fairly sharing the burden.
- 12.13 A county-wide recycling program shall be maintained.
- 12.14 Public drainage facilities shall be designed to control both stormwater quantity and quality impacts.
- 12.15 Provide results of the required six-year capital facilities plan, including a financing plan, and ensure consistency with land use designations.
- 12.16 Citizens shall have the opportunity to participate in and comment on proposed capital facilities financing.
- 12.17 The Washington State Boundary Review Board for Skagit County should be disbanded pursuant to RCW 36.93.230 provided that the following tasks are accomplished: (a) that ALL cities and the County have adopted comprehensive plans and development regulations consistent with the requirements of these Countywide Planning Policies and RCW 36.70A, including appropriate urban levels of service for all public facilities and services; (b) that ALL cities and the County have adopted a concurrency ordinance that requires the adopted urban levels of service addressed in (a) above be accomplished in time frames that are consistent with RCW 36.70A.; (c) that special purpose districts that serve UGAs have adopted urban levels of service standards appropriate for their service areas; (d) that ALL cities and the County have an adopted capital facility plan for urban levels of service that indicates sources of revenue and a timeline for meeting such service; and (e) that ALL cities and special purpose districts have in place adopted "interlocal agreements" that discuss arrangements for transfer of assets and obligations that may be affected by transference of governance or annexation of the service area consistent with the requirements of applicable RCWs.

13. Historic Preservation

Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

- 13.1 Cooperate with local historic preservation groups to ensure coordination of plans and policies by the Washington state Department of Archeology and Historic Preservation.

14. Climate Change and Resiliency

Ensure that Comprehensive Plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles travelled; prepare for climate impacts and natural hazards; protect and enhance environmental, economic, human health and safety; and advance environmental justice.

14.1 VMT reduction targets will meet or exceed Washington State VMT reduction targets and be consistent with Washington State law.

- a. Direct the majority of urban population growth to mixed use transit accessible corridors.
- b. Prioritize transit service in urban corridors with high ridership potential or where dense concentrations of housing, employment, and services exist or are planned, and as a means of providing frequent, reliable, and direct connections between regional centers.
- c. Local and regional plans shall include multimodal level of service standards and measures to ensure growth related transportation system impacts are mitigated through active transportation improvements, increased or enhanced public transportation service, ride sharing programs, demand management, or other appropriate measures that can be shown to reduce VMT.

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14.2 GHG reduction targets will be consistent with Washington State reduction targets as part of the State adopted Transportation Carbon Reduction Strategy per RCW 70A2.45.020.

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14.3 Comprehensive Plans, capital plans, and the regional transportation plan, will consider the effects of climate change. Effects could include riverine flooding, coastal flooding due to sea level rise, wildfire risk, extreme heat, and impacts to water resources such as reduced instream flows, seawater intrusion, and decreased groundwater availability. Preference will be given to policies, actions and strategies that avoid, minimize or mitigate the impacts of climate change on human health or the natural environment, and that reduce VMT and GHG.

14.4 Comprehensive Plans, capital plans and the regional transportation plan shall include measures that address the impacts of climate change on vulnerable populations and overburdened communities.

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HB 1181 requires a climate chapter for jurisdictions specified in **RCW 36.70A.095** and is encouraged for all other jurisdictions. The climate change chapter requires a greenhouse gas reduction sub-element and resiliency sub-element. This is required for jurisdictions in Skagit County with populations greater than 6,000

GHG and VMT reduction targets align with State carbon reduction strategy per **RCW 70A2.45.020**

Appendix A. Growth Allocations

Table 1: 2036 Initial Growth Allocations

Urban Growth Areas	2015—2036 Forecast Population Growth	Total 2036 Population	2015—2036 Forecast Employment Growth	Total 2036 Employment
Anacortes	5,895	22,293	2,076	10,480
Burlington	3,808	14,272	3,516	13,412
Mount Vernon	12,434	47,403	4,785	21,288
Sedro-Woolley	4,555	17,069	4,427	9,179
Concrete	320	1,193	109	467
Hamilton	114	427	66	288
La Conner	329	1,226	329	1,420
Lyman	162	605	9	38
Bayview Ridge	72	1,883	1,799	3,455
Swinomish	912	3,416	290	1,247
UGAs Subtotal	28,601	109,787	17,406	61,274
Rural (outside UGAs)	7,150	45,665	1,447	9,343
County Total	35,751	155,452	18,853	70,617

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Table 1 Approved (December 2023) Projected Population Growth

Urban Growth Areas		2022-2045 Projected Population Growth				
		2022 Population Estimates	2045 Initial Population Allocations	Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		17,983	22,971	4,988	16.9%	27.7%
Burlington		12,111	16,930	4,819	16.3%	39.8%
Mount Vernon		37,679	46,460	8,781	29.7%	23.3%
Sedro-Woolley		14,096	18,582	4,486	15.2%	31.8%
Concrete		949	1,130	181	0.6%	19.1%
Hamilton		302	302	0	0.0%	0.0%
La Conner		980	1,191	211	0.7%	21.5%
Lyman		425	425	0	0.0%	0.0%
Bayview Ridge		1,694	1,694	0	0.0%	0.0%
Swinomish		2,565	2,764	199	0.7%	7.8%
UGA Subtotal		88,784	112,449	23,665	80.0%	N/A

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Countywide Planning Policies, January 2024/2021 Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181)

Rural (outside UGAs)	42,465	48,381	5,916	20.0%	13.9%
Grand Total	131,249	160,830	29,581	100.0%	N/A

Table 2. Approved (December 2023) Allocations of Net New Housing								
	Initial Allocations of Net New Housing Needed (2020-2045)							
Urban Growth Areas	0-30% AMI*	31-50% AMI	51-80% AMI	81-100% AMI	101-120% AMI	Above 120% AMI	Total	
Anacortes	924	592	422	226	201	577	2,942	
Burlington	893	572	408	218	194	558	2,843	
Mount Vernon	1,627	1,043	743	398	353	1,016	5,180	
Sedro-Woolley	831	533	380	203	180	519	2,646	
Concrete	34	22	15	8	7	21	107	
Hamilton	0	0	0	0	0	0	0	
La Conner	39	25	18	10	8	24	124	
Lyman	0	0	0	0	0	0	0	
Bayview Ridge	0	0	0	0	0	0	0	
Swinomish	37	24	17	9	8	23	118	
UGA Subtotal	4,385	2,811	2,003	1,072	951	2,738	13,960	
Rural (outside of UGA's)	89	57	501	268	238	2,337	3,490	
Grand Total	4,474	2,868	2,504	1,340	1,189	5,075	17,450	

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Notes:

- 1.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.
 - 2.) UGA is "Urban Growth Area"
 - 3.) AMI is "Area Median Income"
 - 4.) Emergency housing needs are documented in the Skagit County Population, Housing and Employment Growth Allocations Methodology.
- *0-30% AMI includes permanent supportive housing and non-permanent supportive housing.

Table 3: Approved (December 2023) 2022-2023 Projected Employment Growth						
Urban Growth Areas		2022 Employment Estimates	2045 Initial Employment Allocations	2022-2045 Projected Employment Growth Amount	Percent of Total Growth	Percent Growth by Area
Anacortes		9,503	12,648	3,145	15.3%	33.1%
Burlington		11,640	17,410	5,770	28.1%	49.6%
Mount Vernon		18,781	23,559	4,778	23.3%	25.4%
Sedro-Woolley		4,640	7,040	2,400	11.7%	51.7%
Concrete		391	506	115	0.6%	29.4%
Hamilton		466	489	23	0.1%	4.9%
La Conner		1,020	1,905	885	4.3%	86.8%
Lyman		56	76	20	0.1%	35.7%
Bayview Ridge		2,962	4,901	1,939	9.4%	65.5%
Swinomish		1,140	1,579	439	2.1%	38.5%
	UGA Subtotal	50,599	70,113	19,514	95.1%	N/A
Rural (outside of UGA's)		8,972	9,987	1,015	4.9%	11.3%
	Grand Total	59,571	80,100	20,529	100.0%	N/A

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Notes:

- 1.) Percentages may not sum due to rounding.
- 2.) Figures may vary from Skagit County Population, Housing and Employment Growth Allocations Methodology findings due to rounding.
- 3.) UGA is "Urban Growth Area"
- 4.) The 2015 Planned Action Environmental Impact Statement for the SWIFT Center (formerly known as the "North Cascades Gateway Center") in Sedro-Woolley anticipates 2,855 additional jobs from 2016-2036. These additional jobs are not explicitly included with the 2045 initial employment allocation, though the land capacity conducts, and regional reconciliation process expected to begin late 2024 can account for additional planned employment.

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Appendix B. Growth Allocations Procedures

The process of setting and reviewing growth allocations shall be consistent with the 2002 Framework Agreement among Skagit County, the cities and towns as currently adopted or amended.

1. **Initial Growth Allocations:** The Planners Committee will develop initial population and employment, and housing allocations for review and adoption by the GMASC.

- a. The initial population allocations will be based on the most recently published official 20-year population projections for Skagit County from the Office of Financial Management.

- ~~a-b.~~ The initial housing allocations for review and adoption by the GMASC will be based on the Department of Commerce methodology or an approved equivalent quantitative methodology and be consistent with Countywide Planning Policy 4.

Jurisdictions shall use these initial allocations for at least one of the plan alternatives they evaluate for their GMA plan updates and housing plan updates.

2. **Reconciliation for Population and Employment Allocations:** Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan with sufficient detail to determine if the population and employment allocation can be accommodated, the GMASC will review and, if necessary, recommend adjusting the population and employment growth allocations to be included in the CPPs.
 - a. Skagit County, the and cities and towns shall jointly review the preferred growth alternatives proposed in local comprehensive plans for discrepancies with the allocation associated with Skagit County's preferred plan alternative.
 - b. Based on the land supply, permitted densities, capital facilities, urban service capacities and other information associated with the preferred growth alternatives of proposed local comprehensive plans, the Planners Committee shall recommend to the GMASC a reconciled 20-year population and employment allocation.
 - c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year population and employment allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the GMA and the CPPs.
 - d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CPPs with a reconciled 20-year population and employment allocation.

3. Reconciliation for Housing Allocations: Once the GMA comprehensive plan updates of jurisdictions have identified a preferred growth plan including housing allocations based on Department of Commerce guidelines and methodology, or a Commerce approved alternative quantitative method: the GMASC will review and, if necessary, recommend adjusting the housing allocations to be included in the CCP's.

- a. Skagit County and the cities and towns shall jointly review the preferred housing

Countywide Planning Policies, January 20242021 Proposed Revisions to include Housing (HB 1220) and Climate (HB 1181).

HB 1220 housing allocations added to growth allocation procedures. Includes using Department of Commerce methodology for housing AMI categories and housing types for the reconciliation process.

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allocations proposed in local comprehensive plans for discrepancies with the allocations associated with Skagit County's preferred plan alternative and Department of Commerce requirements.

b. This will be based on land capacity, permitted densities, transit availability, urban services provided, locations with good proximity to employment centers, alignment with the countywide strategy for development of public supported housing projects and assurance that low income and emergency shelter housing options are dispersed countywide. And any other information provided with the preferred housing alternatives of local comprehensive plans. The Planners Committee shall recommend to the GMASC a reconciled 20-year housing allocation.

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c. The GMASC shall review and recommend to the Board of County Commissioners a reconciled 20-year housing allocation. Substantial consideration shall be given to the plan of each jurisdiction, and the recommendation shall be consistent with the adopted population and employment allocations, the GMA, Department of Commerce requirements and the CCP's.

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d. The Board of County Commissioners shall consider the recommendation of the GMASC and shall replace the allocations in the CCP with a reconciled 20-year housing allocation parallel to the reconciliation process done for population and employment allocations.

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d.e. The reconciliation process for population, employment and housing are all done together as part of the overall reconciliation and will follow the process and procedures in the 2002 framework agreement.

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3.4. Long Term Monitoring: Subsequent to reconciliation, the GMASC shall maintain a long-term monitoring process to review annually the population, and employment and housing growth allocations contained in the CPPs.

a. Skagit County, the cities and towns shall jointly monitor the following:

i. Estimated population and employment growth;

ii. Annexations and incorporations; and

iii. Residential and non-residential development trends,

iii-iv. Estimated housing constructed per area median income (AMI) categories determined by the Department of Commerce requirements for housing allocations.

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b. Results of the monitoring program shall be published in a growth monitoring report developed by the Planners Committee and recommended to the GMASC.

c. The GMASC shall review and approve the annual report by resolution.

4.5. Allocation Adjustment: The GMASC may consider adjustments to the population and employment growth allocations contained in Appendix A of CPPs in the years between Washington state-required updates. The following steps shall be used:

- a. Based on the results of the long-term monitoring process, the Planners Committee may review and recommend to the GMASC an adjustment to the population and employment allocations.
- b. The GMASC shall review the Planners Committee recommendation to adjust growth allocations and may recommend to the Board of County Commissioners an adjustment to the population and employment allocations. Adjustments to the growth allocations shall be based on the results of the monitoring program and shall be consistent with the GMA and the CPPs.
- c. The Board of County Commissioners shall consider the recommendation of the GMASC and may amend the CPPs with adjusted population and employment allocations for cities and towns, UGAs, and rural areas.

Any disputes regarding the roles and responsibilities of the Board of County Commissioners, the GMASC, and individual jurisdictions in reviewing and approving amendments to the Countywide Planning Policies shall be resolved in accordance with the procedures established by the 2002 Framework Agreement.



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**AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273**

DOCUMENT TITLE: 2002 Framework Agreement Among Skagit County, the City of Burlington, the City of Mount Vernon, the City of Anacortes, The City of Sedro Woolley, and the Town of LaConner

DATE SIGNED: November 26, 2002

GRANTOR: SKAGIT COUNTY

GRANTEE: Cities of Burlington, Mount Vernon, Anacortes, Sedro Woolley and the Town of LaConner

COUNTY CONTRACT NO.:

'2002 FRAMEWORK AGREEMENT'

ORIGINAL

**AMONG
SKAGIT COUNTY,
THE CITY OF BURLINGTON, THE CITY OF MOUNT VERNON, THE
CITY OF ANACORTES, THE CITY OF SEDRO WOOLLEY, AND THE
TOWN OF LACONNER**

**REGARDING COORDINATED PLANNING, URBAN SERVICES, AND
COUNTYWIDE PLANNING POLICIES**

WHEREAS, pursuant to Chapter 36.70A RCW, Skagit County (the "County") and each city and town situated therein (the "City" or "Cities") must adopt a comprehensive plan and development regulations to implement their respective comprehensive plans; and

WHEREAS, pursuant to RCW 36.70A.210, the County legislative authority must adopt county-wide planning policies ("CPPs") in cooperation with the Cities; and

WHEREAS, CPPs are defined by the Growth Management Act as the written policy statements that establish a framework for developing and adopting county and city comprehensive plans, and thereby provide a locally adopted format for meeting the state planning goals; and

WHEREAS, in accordance with RCW 36.70A.210, the comprehensive plans adopted by the Cities and by Skagit County must be consistent with the CPPs; and

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WHEREAS, a Framework Agreement is necessary to set out the agreed upon procedures by which the CPPs will be developed and adopted; and

WHEREAS, pursuant to RCW 36.70A.210, just such a Framework Agreement was adopted by the cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley, the town of La Conner, and Skagit County on January 13, 1992; and

WHEREAS, these jurisdictions used the Framework Agreement to reach agreement in 1992 on a set of CPPs, and subsequently amended those CPPs in 1996; and

WHEREAS, these jurisdictions have all adopted comprehensive plans and development regulations pursuant to GMA requirements and those CPPs; and

WHEREAS, pursuant to RCW 36.70A.130 (as amended by SSB 5481), the comprehensive plans and development regulations of the County and of the Cities must be reviewed to ensure compliance with the Growth Management Act no later than December 1, 2005, and every five years thereafter (exclusive of policies and development regulations to site secure community transition facilities, which policies and development regulations must be completed by September 1, 2002 in accordance with RCW 36.70A.200 and ESSB 6594); and

WHEREAS, the parties find it in the best interest of the citizens served by each government to make the most effective and efficient use of planning resources; and

WHEREAS, the parties find that the most efficient and effective use of resources to provide planning services and grants administration may be better achieved by a new organizational structure than that established by the 1992 Framework Agreement; and

WHEREAS, the parties, after thorough examination of the structure of the existing County-Wide Planning Policies Committee, conclude it to be in the best interest of the citizens to rescind the existing 1992 interlocal agreement, and dissolve the County-Wide Planning Policies Committee created by the 1992 Agreement, and adopt the provisions set forth below in this 2002 Framework Agreement.

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES; THE CITY COUNCIL OF THE CITY OF BURLINGTON; THE CITY COUNCIL OF THE CITY OF MOUNT VERNON; THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY; THE TOWN COUNCIL OF THE TOWN OF LACONNER; AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SKAGIT, THAT THE 1992 FRAMEWORK AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO, IS HEREBY REPEALED AND ANNULLED.

BE IT FURTHER RESOLVED, THAT THE FOLLOWING AGREEMENT, TO BE KNOWN AS THE "2002 FRAMEWORK AGREEMENT", IS HEREBY ADOPTED.

SECTION I: PURPOSE

It is the intent of Skagit County and the Cities to cooperate in efforts to provide visionary leadership on regional plans, policies and issues. It is the purpose of this Agreement to enhance the ability of the parties to improve the present health, safety, convenience and welfare of their citizens and to plan for the future development of the Cities and the County to the end that the governments achieve a county-wide pattern of community-building, land use, and conservation that reflects the environmental, economic, aesthetic, and social values of city and county residents.

This Agreement will improve the collective ability of the parties to address pertinent issues in an integrated, coordinated and on-going manner, and to respond flexibly and intelligently to events that affect the welfare of city and county citizens. The Agreement also will encourage the effective design and implementation of appropriate tools--both regulatory and non-regulatory--that can provide the means to manage and direct growth in a manner that will achieve compliance with the Washington Growth Management Act.

To assist in accomplishing the above and other tasks related to developing complimentary comprehensive plans, it is the intent of Skagit County and the Cities to cooperatively support a planning organization as further described in Section 3 below, to recommend CPPs and thereby ensure the adoption of consistent comprehensive planning policies. The primary functions of such planning organization shall be to:

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- Develop, as appropriate, policies for transportation, growth management, environmental quality, and other topics determined by the GMA Committee's Steering Committee;
- Provide agreed and accepted data and analysis to support local and regional decision making;
- Build community consensus on regional issues through information, and citizen involvement at the local level;
- Build intergovernmental consensus on regional plans, policies and issues, and advocate local implementation;
- Establish a mechanism to systematically and logically update the CPPs as necessary; and
- Develop procedures for siting regional essential public facilities that includes regional input.

SECTION 2: DISSOLUTION OF COUNTYWIDE PLANNING POLICIES COMMITTEE

The GMA Committee shall be the successor to the Countywide Planning Policies Committee of Skagit County, which Countywide Planning Policies Committee shall be dissolved upon the implementation of the GMA Committee by virtue of the execution of this Agreement and the filing of a copy of this Agreement with the Skagit County Auditor. Each City shall also file a copy of this Agreement with its respective city clerk.

SECTION 3: ORGANIZATION

The GMA Committee shall consist of a Steering Committee supported by a Technical Advisory Committee.

A. **Steering Committee.** The Steering Committee shall consist of the Mayors of each City, or a City council member designated by the Mayor, and the three Skagit County Commissioners. The Steering Committee shall develop recommendations for CPPs, including UGAs and residential, commercial and industrial allocations, as set forth herein.

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B. Voting. Policy decisions, including the content of CPPs, should be arrived at by consensus. In the event unanimous consent cannot be achieved, decisions shall be made by a simple majority of the number of votes present, as described in Section 9, unless the issue involves a recommendation on a CPP or CPP amendment after dispute resolution, in which case, supermajorities of the number of population-weighted votes and of the jurisdictions present and voting at the meeting as described in Section 9 (G) shall prevail. Policy decisions concerning the alteration of any UGA boundary, or proposed change to any municipal UGA population or commercial/industrial allocation, shall not take effect until also ratified by both the City whose UGA is affected by the proposed change, and the County. The City whose UGA is affected by the proposed change, or the County, has the discretion to decline to ratify the proposed change, in which event the proposed change shall not take effect. There shall be no appeal from such decision to decline to ratify, other than an appeal if provided by RCW 36.70A.

C. Steering Committee Meetings; Quorum; Rules. The GMA Steering Committee shall conduct regular meetings, as it deems necessary for the transaction of its business. At a minimum, the GMA Steering Committee shall hold one regular meeting per year and shall always provide a minimum of two weeks written notice to all members of any meeting of the Steering Committee. The GMA Steering Committee may adopt By-Laws for the transaction of business, but in any event shall keep minutes of all proceedings, including transactions, findings, determinations, and the number of votes for and against each question, and if any member is absent or disqualified from voting indicating the fact, all of which shall be filed in the office of the County Commissioners, and shall be public records. A majority of the members including the chairman or acting chairman shall constitute a quorum for the transaction of any business. All Steering Committee meetings shall be open to the public as provided in Section 7, below.

D. Steering Committee Officers. The Steering Committee shall elect, from among its members, a Chairman and Vice Chairman, and any other officers that it deems necessary. The Chairman and Vice Chairman shall be one from the County and one from the Cities. In the absence of the Chairman, the Vice Chairman shall act and shall have all the powers and duties of the Chairman. The terms of the officers shall be for one (1) year.

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E. Technical Advisory Committee. The Technical Advisory Committee (TAC) is a staff committee consisting of the Planning Directors of the Cities and the County Planning Director and two (2) County Assistant Planning Directors. The Steering Committee shall direct the work of the Technical Advisory Committee.

F. SEPA. The City whose UGA is affected and the County shall share SEPA lead agency responsibility pursuant to WAC 197-11-944 as to UGA Boundary changes and population and commercial/industrial adjustments as described in Sub-Section B of the this Section. Otherwise each jurisdiction will be responsible for its own SEPA review as necessary.

G. Additional Members. Any City of Skagit County that is not a party to this Agreement shall also be admitted as a party to this Agreement when they complete the following steps: 1) Giving written notice of the intent to participate to all other parties to this Agreement, 2) Executing and adopting this Agreement, and 3) Agreeing to and complying with the rules of participation as set by the Steering Committee. Further, membership for purposes of voting shall be in the same proportion as any other "member" party to this Agreement, all as set forth in Section 9 below. In addition, compliance with this Section 3, Paragraph G, must be completed a minimum of two weeks prior to such additional member having a valid vote under this Agreement.

SECTION 4: TERM

The term of this Agreement is from November 1, 2002 through October 31, 2003, and shall automatically renew each year unless terminated as provided in Section 11 herein.

SECTION 5: POWERS AND DUTIES

The GMA Steering Committee shall have the following specific powers:

- (1) To adopt rules of procedure and bylaws, to regulate its affairs and conduct business, including the ability to establish minimum requirements for attendance at meetings by member representatives;
- (2) To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the GMA Committee;

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- (3) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities;
- (4) To advise the legislative bodies of the parties hereto, and to recommend to such legislative bodies proposed planning policies, including UGA boundary or allocation adjustments as developed by the Steering Committee;
- (5) To approve an annual work plan for the GMA Committee; and
- (6) To direct and supervise the activity of the Technical Advisory Committee.

SECTION 6: ROLE WITH LEGISLATIVE BODIES

Referral of Draft Documents. It is incumbent on the GMA Committee to refer issue statements, potential policy determinations, and draft policies to the legislative bodies of the member jurisdictions at the earliest possible time, to provide a meaningful opportunity for public comment, and to solicit input from the member jurisdictions' legislative bodies. Statements on policy formation should be provided by the Steering Committee on a monthly basis when discussions are taking place. The GMA Committee shall not substitute for or replace the duties and responsibilities of the legislative bodies of the member jurisdictions.

SECTION 7: PUBLIC RECORDS AND MEETINGS

A. Public Records. As a joint project between the parties, all documents prepared for use by the GMA Committee shall be subject to Washington's Public Records Act. Requests to review records under that Act shall be addressed by the party receiving the request.

B. Public Meetings. All meetings of the Steering Committee shall be subject to the provisions of Chapter 42.30 RCW, provided that the provisions of RCW §§ 42.30.120 and 42.30.130 shall not apply to meetings of the GMA Committee and the Steering Committee unless otherwise made applicable by Chapter 42.30 RCW.

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SECTION 8: PUBLIC PARTICIPATION

GMA obligates each member jurisdiction to include meaningful public participation prior to adoption of any plan or development regulation that may be the subject of a GMA Committee recommendation. Rather than replace these individual jurisdiction public participation processes and the resulting public input, it shall be the role of the Steering Committee to strive to balance any competing interests that may come out of the different public participation processes in making policy recommendations to its member jurisdictions.

SECTION 9: DISPUTE RESOLUTION

A. This Section 9 only applies to the process for development of CPP recommendations, unless otherwise agreed upon in writing by the voting parties.

B. Good Faith Efforts. The parties shall seek in good faith to resolve any dispute arising out of or relating to this Agreement, and any policy, recommendation, statement of position, or other matter determined by the Steering Committee. In the event such dispute or conflict arises, the parties agree that, notwithstanding such dispute or conflict, the parties will make a good faith effort to cooperate in continuing to work toward the successful completion of the work program.

C. Notice of Dispute. If in disagreement with any CPP policy recommendation of the Steering Committee, the disputing party or parties shall provide the Chairman of the Steering Committee with a signed written notice of such disagreement, identifying generally the nature and circumstances that caused the disagreement.

D. Invocation of Alternative Dispute Resolution ("ADR"). If the disagreement is not resolved to the disputing party's satisfaction within 60 calendar days of submitting the written statement, the disputing party may invoke non-binding ADR procedures as set forth below.

E. Cost of ADR. The parties agree that the cost of any ADR procedures shall be borne one-half by the disputing party or parties, and the other half by the GMA Committee, with each party bearing its own preparation costs. The GMA Committee cost shall be allocated to those

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parties which are not disputing the issue(s) based on the population weighted formula set-forth in Section 9, paragraph G.

F. ADR Procedures.

(1) Selection of Mediator. The parties shall agree on a mediator. If the parties cannot agree on a mediator, the parties shall request, in writing, an appointment of a mediator by the presiding judge of Skagit County Superior Court.

(2) Rules. Mediation. The method and rules for any ADR procedure shall be as agreed by the parties or, if the parties cannot agree, mediation shall be administered in a manner determined by the mediator.

(3) Location. All mediation proceedings shall be conducted within Skagit County unless otherwise mutually agreed upon, in writing, by the parties.

G. Failure of Mediation. In the event that mediation does not result in an acceptable settlement within 90 days from the selection of a mediator, the Steering Committee is authorized to take a final binding vote as follows:

(1) Each jurisdiction represented on the Steering Committee is authorized the number of votes equal to its most recent official population estimate provided by the State Office of Fiscal Management, provided that the County shall be authorized the number of votes corresponding to the total population of the County less the population of the incorporated Cities within the County;

(2) In the case of the County, for purposes of the population-weighted vote, each voting member is allocated an equal portion of the number of votes equal to the most recent official population estimate for unincorporated Skagit County provided by the State Office of Fiscal Management. To illustrate, if all three County Steering Committee representatives participate in any vote, then the three representatives shall each represent one third of the County's population. If two County Steering Committee representatives participate in any vote, then each shall represent one-half of the County's population. For purposes of determining

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the County's vote (s) by jurisdiction, each County Steering Committee representative casting a vote shall be considered a single "jurisdiction"; and

(3) A supermajority of 75% of the number of votes present at the meeting shall be required to pass the recommendation.

(4) Additionally, no such recommendation shall pass unless it receives the affirmative vote of at least sixty percent (60%) of the jurisdictions present and voting on the question.

(5) If either the 75% super majority or the concurrence of 60% of the voting jurisdictions cannot be achieved, no Steering Committee recommendation shall be forwarded to the Board of County Commissioners and no County Commissioner action shall be taken on that particular CPP issue.

H. The time periods specified in this Section 9 may be shortened, if necessary, to meet any compliance deadline imposed by a decision of the Growth Management Hearings Board, the courts or the State Legislature.

SECTION 10: CPP ADOPTION

Adoption of any new CPP or Amendment to an existing CPP shall follow the procedures set-forth herein, in particular those procedures set-forth in Sections 3 and 9, culminating in adoption by the Board of County Commissioners. The Board of County Commissions has the discretion to decline to adopt any specific set of CPP Amendments proposed by the GMA Steering Committee, but may not change the proposed CPP or CPP Amendments in any manner whatsoever. Nothing in this Agreement shall serve as a waiver of any party's right to an appeal as provided by RCW 36.70A and/or WAC 197-11.

SECTION 11: WITHDRAWAL; TERMINATION

A. Withdrawal. Any party to this Agreement may withdraw from this Agreement, by providing 60 day's written notice to the remaining parties. Any withdrawing party shall remain liable for costs incurred by the Committee until the effective date of withdrawal.

B. Termination. The parties hereto may terminate this Agreement at any time by unanimous vote of the parties.

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SECTION 12: GENERAL PROVISIONS

A. Property: No real property shall be acquired pursuant to this Agreement.

B. Incorporation of Recitals. The recitals of this Agreement are incorporated into this Agreement, and each party hereto acknowledges and confirms the truth and accuracy of the recitals.

C. Interpretation. This Agreement shall be construed under and in accordance with the laws of the State of Washington, and all obligations of the parties created by this Agreement are performable in Skagit County, Washington.

D. Authority. This Agreement is entered into by the duly authorized officials of each respective governmental entity. Each person signing this Agreement on behalf of a party hereby confirms for the benefit of each of the other parties to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

E. Renegotiation. In case any one or more of the provisions hereof should be held to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreement to fulfill the purpose and intent of the present Agreement.

F. Invalid Clause. If any material provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, this entire Agreement shall be held invalid, subject to Section 13 herein. If such occurs, then the parties agree to renegotiate this Agreement in good faith. If the illegal, invalid or unenforceable provision is not material, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the

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Agreement shall be binding on any party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

H. Notices. Any notice permitted or required under the terms hereof shall be in writing and shall be deemed delivered three days following the deposit of the same, properly addressed and with postage prepaid, into the care and custody of the United States Postal Service, by registered or certified mail, return receipt requested, to the respective Participant to whom notice is to be given, at the party's customary business address with a copy to the County Prosecutor.

I. Recordation. A copy of this Agreement shall be filed with the County Auditor and with the city clerk of each jurisdiction adopting this Agreement, with each party to bear its own costs of such filing, provided that such filing shall not be a condition precedent to the enforcement of this Agreement.

SECTION 13: REVOCATION OF AGREEMENT

The Framework Agreement, dated January 13, 1992, is revoked. This Section shall survive, notwithstanding Section 12, paragraph F, above, such that in the event this Agreement is ever held to be invalid, such a ruling shall not have the effect of reinstating the January 13, 1992, Framework Agreement.

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

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DATED: Nov. 26, 2002

SKAGIT COUNTY:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Don Munks
By: Don Munks, Chairman

Kenneth A. Dahlstedt
By: Kenneth A. Dahlstedt, Commissioner

Ted W. Anderson
By: Ted W. Anderson, Commissioner

ATTEST:

Joanne Giesbrecht
Joanne Giesbrecht, Clerk
Skagit County Board of Commissioners

Approved as to form:

John R. Moffat
JOHN R. MOFFAT
Chief Civil Deputy

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CITY OF SEDRO WOOLLEY:

DATED: 10-25-02

Sharon Dillon
By: SHARON DILLON, Mayor

ATTEST:

Patsy K. Nelson
By: PATSY NELSON, Clerk

Approved as to form:

Patrick Hayden
PATRICK HAYDEN
Sedro Woolley City Attorney

CITY OF MOUNT VERNON:

DATED: 11-14-02

Skye Richendrer
By: SKYE RICHENDRER, Mayor

ATTEST:

Mark Knowles
By: MARK KNOWLES
Finance Director

Approved as to form:

Scott Thomas
SCOTT THOMAS
Mount Vernon City Attorney



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CITY OF ANACORTES:

DATED: 11/14/02

H. Dean Maxwell
By: H. DEAN MAXWELL, Mayor

ATTEST:

George Khacan
By: City, Clerk

Approved as to form:

Ian L. Munce
IAN MUNCE
Anacortes City Attorney

CITY OF BURLINGTON:

DATED: 10/14/02

Roger Tjeerdsma
By: ROGER "Gus" TJEERDSMA,

Mayor

Attest:

Richard A. Patrick
By: RICHARD A. PATRICK
Finance Director

Approved as to form:

Marilyn Nitteberg
MARILYN NITTEBERG
Burlington City Attorney

(Anacortes & Burlington's signature page)

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TOWN OF LACONNER:

DATED: 11-08-02


BY: ERON BERG, Mayor

ATTEST:


By: Debby Malarchuk, Clerk

Approved as to form:


BRADFORD FURLONG
LaConner Town Attorney

(LaConner's signature page)

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New Business

- 1) **Agreement – Western Fireworks – 4th of July Show**
- 2) **Agreement – FCS Commercial/Tribal Rates**
- 3) **Agreement – Trico Tribal Meter Installation**


↳ Bring to meeting

**Agreement –
Western Fireworks – 4th of July Show**



WESTERN DISPLAY FIREWORKS LTD

Town of La Conner
Independence Day Celebration
July 4, 2025



Portland • Seattle • Boise

PYROTECHNIC EXCELLENCE • SINCE 1948 • P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • westerndisplay.com



Fireworks Display Proposal Summary

Town of La Conner

Independence Day Celebration

July 4, 2025

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

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

Portland • Seattle • Boise

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 7/4/2025
Proposal #: 25-7674
Show Name: La Conner 4th of July Celebration

Quantity Description

- 1 SHOW OPENER
- 1 2.5" (36 Shot) Green Strobe Willow / Gold Strobe Crackling Flower / Purple Crackling Flower (Duration: 28 Sec.)
- 1 MAIN SHOW
- 1 THREE INCH SHELLS
- 1 3" (72) Crown Assorted Shells - B w/Tail (36 Effects)-Fancy 2 of Each:
 - 3" Purple Dahlia with Green Blink Pistil RT-Gold
 - 3" Silver Coco. Tree with Crackling Pistil RT-Red
 - 3" Red to Brocade Crown with White Blink Pistil RT-Green
 - 3" Green to Brocade Crown with Red Blink Pistil RT-Gold
 - 3" Brocade Crown with Blue with Red Blink Pistil RT-Green
 - 3" Brocade Crown with Red with Crackling Pistil RT-Red
 - 3" Purple to Brocade Crown with Green Blink Pistil RT-Gold
 - 3" Red Wave to Blue RT-Red
 - 3" Green Wave to Purple RT-Green
 - 3" Yellow Wave to Green RT-Gold
 - 3" Blue Peony with Red Blink Pistil RT-Red
 - 3" Gold Titanium Willow RT-Gold
 - 3" Purple Wave to Yellow RT-Green
 - 3" Red to Crackling with Crackling Pistil RT-Red
 - 3" Green to Crackling with Crackling Pistil RT-Green
 - 3" Yellow to Crackling with Crackling Pistil RT-Gold
 - 3" Purple Ring with Crackling RT-Red
 - 3" Crackling Chrys. to Crackling RT-Gold
 - 3" Purple to Crackling with Crackling Pistil RT-Red
 - 3" White to Crackling with Crackling Pistil RT-Gold
 - 3" Brocade Crown to White Blink with White Blink Pistil RT-Gold
 - 3" Brocade Crown to Red Blink with Red Blink Pistil RT-Red
 - 3" Brocade Crown to Green Blink with Green Blink Pistil RT-Green
 - 3" Time Rain Willow with Blue Dahlia RT-Red
 - 3" Gold Blink with Blue Pistil RT-Gold
 - 3" Silver Wave to Crackling with Crackling Pistil RT-Gold
 - 3" Silver Wave to Blue with Red Blink Pistil RT-Red
 - 3" Silver Wave to Green with Red Blink Pistil RT-Green
 - 3" Silver Wave to Purple with Green Blink Pistil RT-Green
 - 3" Silver Wave to Red with Blue Pistil RT-Red
 - 3" Brocade Crown with Crackling Pistil RT-Gold
 - 3" Half Orange & Half Aqua Peony RT-Green
 - 3" Red Wave with Crackling Pistil RT-Red
 - 3" Green Wave with Crackling Pistil RT-Green
 - 3" Yellow Wave with Crackling Pistil RT-Gold
 - 3" Purple Wave with Crackling Pistil RT-Red

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

- 1 3" (72) Crown Assorted Shells-A w/Tail (36 Effects (2 ea)
 - 3" Blue Chrys w/ Blue Tail (2 ea)
 - 3" Blue Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
 - 3" Blue Peony w/ Red Pistil w/ Red Tail (2 ea)
 - 3" Blue to Crackling w/ Green Tail (2 ea)
 - 3" Brocade Crown w/ Strobe Pistil w/ Green Tail (2 ea)
 - 3" Color Diadem w/ Blue Tail (2 ea)
 - 3" Color to Crackling w/ Green Tail (2 ea)
 - 3" Crackling Diadem w/ Blue Tail (2 ea)
 - 3" Diadem Chrys. to Green w/ Green Tail (2 ea)
 - 3" Diadem Chrys. to Red w/ Green Tail (2 ea)
 - 3" Diadem Chrys. to Strobing w/ Green Tail (2 ea)
 - 3" Dragon Eggs w/ Green Tail (2 ea)
 - 3" Glittering Blue w/ Silver Tail (2 ea)
 - 3" Golden Flashing w/ Silver Tail (2 ea)
 - 3" Golden Peony w/ Crackling Pistil w/ Red Tail w/ Red Tail (2 ea)
 - 3" Golden Wave to Blue w/ Silver Tail (2 ea)
 - 3" Golden Wave to Color w/ Silver Tail (2 ea)
 - 3" Green Chrys w/ Red Tail (2 ea)
 - 3" Green Flashing w/ Blue Tail (2ea)
 - 3" Green Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
 - 3" Purple Chrys w/ Blue Tail (2 ea)
 - 3" Purple Chrys. w/ Red Flower Core w/ Blue Tail (2 ea)
 - 3" Red & Purple Glittering w/ Silver Tail (2 ea)
 - 3" Red Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
 - 3" Silver Wave to Green w/ Silver Tail (2 ea)
 - 3" Silver Wave to Red w/ Silver Tail (2 ea)
 - 3" Silver Wave to Yellow w/ Silver Tail (2 ea)
 - 3" Variegated Willow w/ Silver Strobe w/ Green Tail (2 ea)
 - 3" White Chrys w/ Blue Tail (2 ea)
 - 3" White Flashing w/ Silver Tail (2 ea)
 - 3" White Twinkling Chrys w/ Blue Tail (2 ea)
 - 3" Yellow & Blue Chrys w/ Blue Tail (2 ea)
 - 3" Yellow Chrys w/ Red Tail (2 ea)
 - 3" Yellow Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
 - 3" Yellow Peony w/ Purple Pistil w/ Red Tail (2 ea)
 - 3" Yellow to Crackling w/ Green Tail (2 ea)
- 1 3" (72) Sunny Assortment Package RWB 2022

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

- 1 3" (72) Sunny Assortment Package V25
 - 3" Red & Green Tip w/ Silver Coconut (2ea)
 - 3" Red Tip w/Silver Strobe Willow (2ea)
 - 3" Red to Popping Flower (2ea)
 - 3" Green to Popping Flower (2ea)
 - 3" Gold Spider(2ea)
 - 3" Charcoal Chrysanthemum to Red Ring w/Popping Flower Pistil (ea)
 - 3" Red Tip w/Charcoal Willow (2ea)
 - 3" Variegated Shiny Peony (2ea)
 - 3" Lemon & Purple Peony (2ea)
 - 3" Glitter Silver to Red Chrysanthemum (2ea)
 - 3" Charcoal Crackling Chrysanthemum & Red 2ea)
 - 3" Red Tip w/Yellow Strobe Willow (2ea)
 - 3" Red Peony w/Silver Palm (2ea)
 - 3" Silver Wave to Blue Chrysanthemum (2ea)
 - 3" White Strobe & Gold Brocade Ring (2ea)
 - 3" Orange Peony Series (2ea)
 - 3" Red to Green Peony (2ea)
 - 3" Purple Peony w/Glitter Palm Core (2ea)
 - 3" Green Glittering Tail (2ea)
 - 3" Blue Chrysanthemum (2ea)
 - 3" Yellow Chrysanthemum Shell (2ea)
 - 3" White Twinkling Kamuro (2ea)
 - 3" Silver Coconut (2ea)
 - 3" Red Strobe Willow (2ea)
 - 3" Silver Strobe (2ea)
 - 3" Blue & Spangle (2ea)
 - 3" Blue Tip w/Charcoal Crackling Chrysanthemum (2ea)
 - 3" Gold Tip Willow (2ea)
 - 3" Red Crossette Series (2ea)
 - 3" Green Palm Tree (2ea)
 - 3" Red to Silver Strobe (2ea)
 - 3" Green to Silver Strobe (2ea)
 - 3" Blue Tip w/Red Strobe Willow (2ea)
 - 3" White Strobe & Red Ring (2ea)
 - 3" Red Dahlia (2ea)
 - 3" Charcoal Willow (2ea)
- 1 MID SHOW VOLLEY
- 1 1.2" (100 Shot) Green Tail to Brocade King w/ Blue Stars (28 sec)
- 1 100S, Straight, Red Tail Red Dahlia Silver Chrys., Green Tail Green Dahlia Silver Chrys., Blue Tail Blue Dahlia Silver Chrys., Purple Tail Purple Dahlia Silver Chrys., Yellow Tail Lemon Dahlia Silver Chrys.
- 1 136S Different Shapes, (LAST ROW V) 1-3: Red Tail, Red, Green, Blue w/ White Strobe; 4-7: Blue Tail, Spider King w/ Blue Pearl; 8-13: Crackling Tail w/ Crackling Coconut
- 1 100S 5 Point Shape Ti-Crackling Tail & Brocade Palm Crackling & Red Star

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

- 1 100S Fan Green Strobe Mine to Brocade Waterfall
- 1 100 Shots Different Shapes, Red/ Green/ Red Strobe Tail to Red Palm/ Green Palm/ Time Rain/ Blue Dahlia w/ Golden Strobe Pistil, Green Strobe Mine to Ti-Chrys. w/ Red Strobe
- 1 132S H Shape Color Tail to Color Dahlia w/ Silver Strobe
- 1 100S S Shape Golden Tail to White Strobe w/ Blue Mine
- 1 100S E* Tremely Beautiful: Colorful Falling Leaves + Colorful Strobe Willow
- 1 GRAND FINALE 1
- 2 2" (50 Shot) Blue Shiny Peony/Red Magic Peony/Titanium Salute
- 1 GRAND FINALE 2
- 2 2.5" (36 Shot) Red Strobe / Blue Magic Peony / Titanium Salute (Duration: 28 Sec.)
- 1 GRAND FINALE 3
- 2 3" Chained Dragon Eggs(Ti-Salutes)&Ti-Chrys. Assortment RT Silver
- 3 3" Chained Red White & Blue Chrys. RT
- 1 MISC SUPPLIES
- 15 # 7200 Fusees
- 5 Safety Glasses
- 5 Earplugs
- 1 1" x 60yd Masking Tape - Roll
- 1 Rubber Bands (Bag of 350)
- 30 Match Fuse for Packing - By the Foot
- 1 Foil - Small



DISPLAY AGREEMENT AND PURCHASE ORDER

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

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2025 shot North of Snee-Oosh Rd, East of Reservation Rd, La Conner, WA 98257, as detailed in Proposal #25-7674, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$15,500.00) is to be paid as follows: 25% of the total price, \$3,875.00 is due by FEBRUARY 1, 2025; 25% of the total price, \$3,875.00 is due by JUNE 4, 2025; the remaining balance of the price, \$7,750.00, is due in full on or before July 14, 2025. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor to provide access to restrooms for crew use or a port-o-potty near the Display site.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise

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

7. Compliance with Laws.

a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).

b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. Cancellation/Rescheduling by Sponsor. If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$3,875.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$7,750.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$15,500.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other

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

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

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

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.

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

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before December 2, 2024.

Sponsor

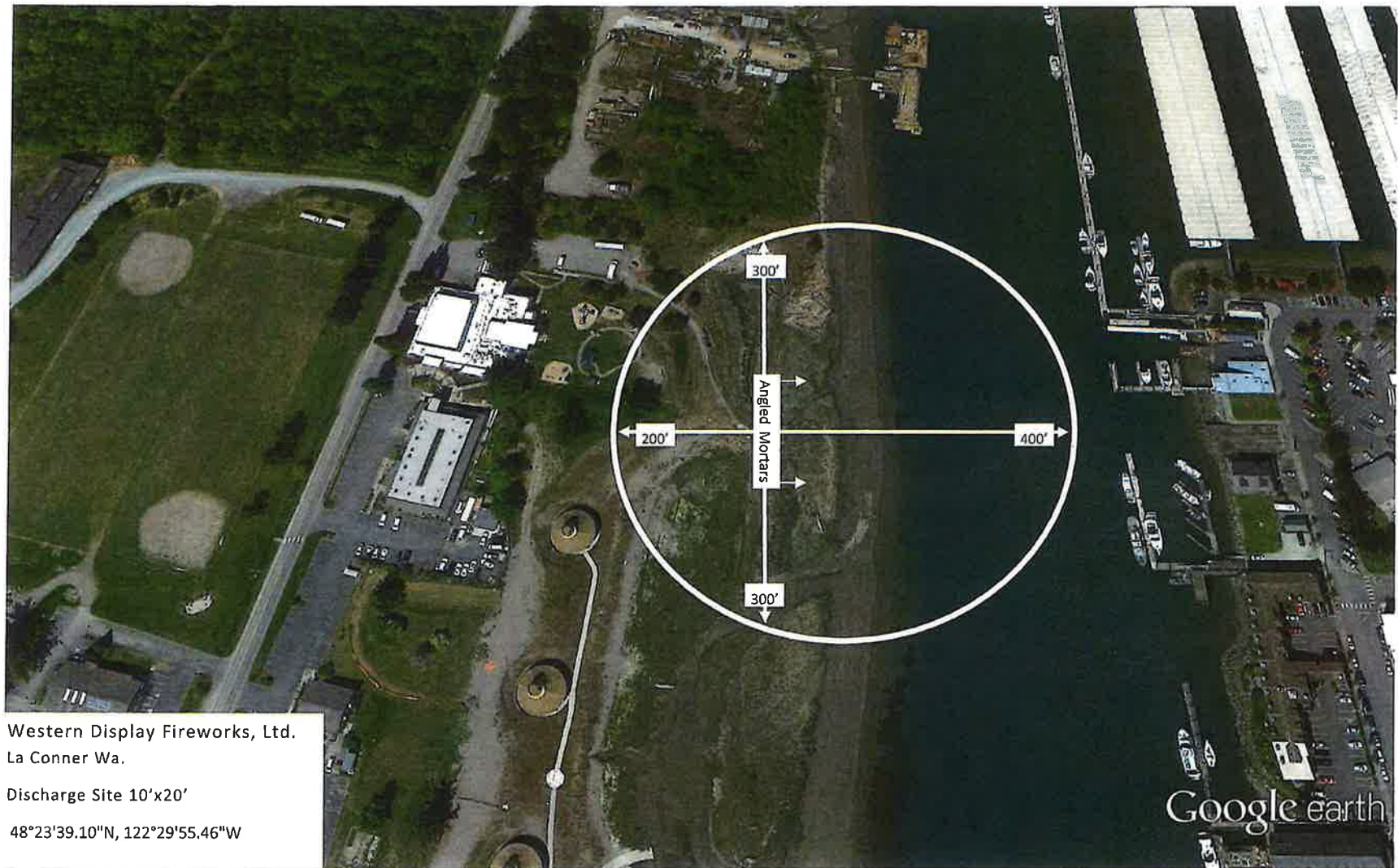
Western Display Fireworks, Ltd.

By: _____
 Its: _____
 Date: _____

By: Brent Pavlicek
 Its: Co-President
 Date: _____



Exhibit A – Display Site Map – La Conner, WA





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:
INSURED Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: Axis Surplus Ins Company 26620 INSURER C: Alaska National Insurance Company 38733 INSURER D: Everest Denali Insurance Company 16044 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 388132409**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8ML00215-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00098-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000069176-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SI8ML00215-241	1/15/2024	1/15/2025	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Washington USLH			24D WU 08933 (WA USLH)	4/16/2024	4/16/2025	BI by Accident \$1,000,000 BI by disease policy limit \$1,000,000 BI by disease Each Employee \$1,000,000

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

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

"Deductible \$2,500.00"

Display Date: July 4, 2025

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

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

CERTIFICATE HOLDER**CANCELLATION**Town of La Conner
PO Box 400
La Conner WA 98257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Agreement –
FCS Commercial/Tribal Rates**

TOWN OF LA CONNER
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2024, by and between the TOWN OF LA CONNER, a Washington municipal corporation, hereinafter referred to as the "TOWN" and FCS, a Bowman company, hereinafter referred to as the "CONSULTANT."

RECITALS:

WHEREAS, the TOWN desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient TOWN resources are not available to provide such services; and

WHEREAS, the CONSULTANT represents that the CONSULTANT 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.

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

1. Scope of Services.

The CONSULTANT shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONSULTANT responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on October 3, 2024, and shall be completed no later than December 31, 2025, unless sooner terminated according to the provisions herein.

3. Compensation And Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the TOWN.

3.2 No payment shall be made for any service rendered by the CONSULTANT except for services identified and set forth in this Agreement.

3.3 The TOWN shall pay the CONSULTANT an amount not to exceed **\$29,900** for work performed under this Agreement, billed based on time and materials expended at the rates specified in Exhibit "B" attached hereto. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

3.4 The CONSULTANT shall submit to the TOWN Finance Director an invoice indicating all costs incurred and labor performed during the pay period. Such invoices shall identify the individual performing each billable hour of labor, and the time billed.

4. Reports And Inspections.

4.1 The CONSULTANT at such times and in such forms as the TOWN may require, shall furnish to the TOWN such statements, records, reports, data, and information as the TOWN may request pertaining to matters covered by this Agreement.

4.2 The CONSULTANT shall at any time during normal business hours and as often as the TOWN or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the TOWN or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The TOWN may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONSULTANT'S activities that relate to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent CONSULTANT/TOWN relationship will be created by this Agreement. The TOWN is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the CONSULTANT. No agent, employee, servant or representative of the CONSULTANT shall be deemed to be an employee, agent, servant or representative of the TOWN for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the TOWN provides for its employees. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the TOWN and shall be subject to the TOWN'S general rights of inspection and review to secure the satisfactory completion thereof.

6. CONSULTANT Employees/agents. The TOWN may at its sole discretion require the CONSULTANT to remove an employee(s), agent(s) or servant(s) from employment on this Project.

7. Hold Harmless/Indemnification.

7.1 Consultant shall defend, indemnify and hold the TOWN, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the TOWN.

7.2 Trade Secrets. CONSULTANT shall indemnify, defend, and hold harmless TOWN and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any liability, loss, cost, expense, suit, and damages including attorney's fees and consulting fees relating to (a) a third-party Washington Public Records Act ("WPRA") claim involving non-disclosure of CONSULTANT's trade secret information provided by CONSULTANT to TOWN; and (b) CONSULTANT's court action to enjoin release of CONSULTANT's information under the WPRA.

7.3 CONSULTANT shall indemnify, defend, and hold harmless town and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to a third-party claim for intellectual property infringement relating to CONSULTANT's services or the deliverables provided to TOWN.

7.4 No liability shall attach to the TOWN by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

8.1 Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to the CONSULTANT's profession.

8.2 Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

8.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

a. The CONSULTANT's insurance coverage shall be primary insurance as respects the TOWN. Any insurance, self-insurance, or insurance pool coverage maintained by the TOWN shall be excess of the CONSULTANT's insurance and shall not contribute with it.

b. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TOWN.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

8.5 Verification of Coverage. CONSULTANT shall furnish the TOWN with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT on demand

9. Treatment of Assets.

9.1 Title to all property furnished by the TOWN shall remain in the name of the TOWN and the TOWN shall become the owner of the work product and other documents, if any, prepared by the CONSULTANT pursuant to this Agreement.

9.2 CONSULTANT represents and warrants that CONSULTANT is the sole owner, valid licensee, or authorized user of all intellectual property it uses in the provision of the services and will not infringe on the intellectual property rights of any third-party in the provision of the services.

9.3 CONSULTANT assigns and will assign to TOWN all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. CONSULTANT may retain a copy of any Deliverable for its internal business purposes. CONSULTANT's know-how, methodologies and processes are CONSULTANT intellectual property. CONSULTANT grants TOWN a perpetual, irrevocable, royalty-free, worldwide license to use all CONSULTANT intellectual property in connection with the Deliverables for any TOWN purpose. CONSULTANT shall not be held liable for reuse of Deliverables or other work products produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

10. Compliance with Laws.

10.1 The CONSULTANT, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The CONSULTANT specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The TOWN is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The CONSULTANT shall ensure that applicants are employed, and that 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. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The CONSULTANT shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The CONSULTANT 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.

11.4 If any assignment and/or subcontracting has been authorized by the TOWN, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The CONSULTANT shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the TOWN, and it is further agreed that said consent must be sought in writing by the CONSULTANT not less than thirty (30) days prior to the date of any proposed assignment. The TOWN reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the TOWN.

13. Changes.

Either party may request changes to the scope of services and performance 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 shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The CONSULTANT shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the TOWN, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The CONSULTANT shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONSULTANT agrees that the TOWN or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation,

agreement cannot be reached, the TOWN may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The TOWN may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the CONSULTANT.

16.2 Termination for Cause. If the CONSULTANT fails to perform in the manner called for in this Agreement, or if the CONSULTANT fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the TOWN may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys 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 shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Skagit County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States 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.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The 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 modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. 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 the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed

the day and year first hereinabove written.

TOWN OF LA CONNER

CONSULTANT:

Mayor

Attest:

Finance Director

EXHIBIT A

TASK PLAN

Task 1 | Project Kickoff Meeting, Data Request, and Administration

Task 1 includes efforts related to project initiation, management, and administration. Consultant will:

- Attend a kickoff meeting with key staff from the Town team to review the project, methodology, timelines, expectations, and desired outcomes.
- Submit a written request for the data needed to complete the study.
- Review and validate data.
- Perform project set up activities, work paper documentation, internal scheduling and workload planning, invoicing, client correspondence, and other miscellaneous tasks throughout the study.

TASK DELIVERABLES:

- Attend one (1) remote kickoff meeting.
- Submit a written request for the data.
- Perform routine project administration tasks such as invoicing and monthly status reports.

Task 2 | Review of Contract & Methodology

Task 2 includes a review of the rate and financial elements of the Town's Contract with the Swinomish Tribe (Tribe) as well as the 2023 rate and 2023 reconciliation calculations (and associated tools) to understand the Town's methodology and applicable data trends.

TASK DELIVERABLES:

- Review contract and rate calculation tools (Tribal Billing, Pipe-Plant-Other, and Annual Reserve Tracking spreadsheet tools).

Task 3 | Calculation of 2025 Wholesale Rate

Task 3 includes the efforts associated with establishing the Town's 2025 billing rate (the Town has already calculated the 2024 rate). Based on Section 9.5.2 of the Contract, "On or before October 1 of each year, the Town shall provide the Wastewater Advisory Board and Tribe a proposed budget...wastewater flows...and predicted per gallon billing rate to Tribe and Town for the following year." Consultant will:

- Update the plant, pipe, and other cost categories based on data furnished by the Town.

- Estimate Town / Tribe annual average daily flows based on information furnished by the Town.

TASK DELIVERABLES:

- Calculate the draft 2025 per-gallon billing rate based on the Town's preliminary 2025 budget.
- Attend a review meeting with Town staff to review draft rate calculations (1 remote meeting).
- If applicable, identify and incorporate model changes to simply data input / output.
- Calculate the final 2025 per-gallon billing rates by December 15, 2024, based on any cost adjustments reflected in the Town's final 2025 budget.

Task 4 | Reconciliation of 2024 Wholesale Payments

The Tribe is making monthly payments to the Town in 2024 that are based on estimated costs and estimated flows. Consistent with the terms specified in the wholesale agreement, once actual 2024 cost and flow data is available, the billing rate methodology provides for a reconciliation (true-up) of what the Tribe actually paid and what it should have paid (Section 9.6 of the Contract). Based on an initial reading of the Contract, this analysis needs to be completed by April 1 each year.

TASK DELIVERABLES:

- Attend staff review meeting to review draft reconciliation calculations (1 remote meeting).
- If applicable, identify and incorporate model changes to simply data input/output.
- Calculate the 2024 reconciliation payment or refund for the Tribe by April 1, 2025.

Task 5 | Documentation

Consultant will produce a draft and final report documenting the 2024 reconciliation and 2025 rate methodology and calculation results.

TASK DELIVERABLES:

- Draft Report. After completing the analytical tasks, Consultant will provide up to two (2) draft iterations for Town review.
- Final Report. Upon receipt of comments from the Town, Consultant will incorporate the comments, as appropriate, into a final document to be submitted to the Town.

EXHIBIT B

FEE SCHEDULE

LABOR¹

<i>Position/Title</i>		<i>Billing Rate</i>
Principals	Standard Rates	\$260-\$305
Project Managers	Standard Rates	\$215-\$245
Consultants	Standard Rates	\$165-\$200
Administrative and Technical Support		
Public Relations		\$180
Technical Writer/Graphic Artist		\$155
Administrative Support		\$105

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the Town and the Consultant; specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

¹ Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.

**Agreement –
Trico Tribal Meter Installation**

Bring to meeting