

TOWN OF LA CONNER

INFRASTRUCTURE IMPROVEMENTS PROJECT MANUAL



Manual Fee: \$50.00

Revised: August 2018 / R.2

INFORMATION SHEET

TOWN OF LA CONNER Skagit County, Washington

Contact information and office hours

P.O. Box 400
204 Douglas
La Conner, WA 98257

8:00 A.M. to 4:30 P.M.
Mondays through Fridays

Phn: (360) 466-3125
Fax: (360) 466-3901

Website:
www.laconner.net

Town Council meetings

Second and fourth Tuesday of each month at 7:00 p.m. at the Town Council Chambers

Town Administrator/Planning Director

John Doyle
(360) 466-3125
administrator@townoflaconner.org

Town Public Works Director

Brian Lease
(360) 466-3933
publicworks@townoflaconner.org

Town Superintendent—Wastewater

Kelly Wynn
(360) 466-4443
wwsvc@aol.com

Town Consultants

Attorney:

Brad E. Furlong
904 South Third
Mount Vernon, WA 98273
(360) 336-6508

Engineer:

Evan Henke, PE
CHS Engineers, LLC
12507 Bel-Red Road, Suite 101
Bellevue, WA 98005-2500
(425) 637-3693
FAX: (425) 637-3694

Infrastructure Improvements Project Manual Fee: \$50.00

Town of La Conner

Infrastructure Improvements Project Manual

INDEX

	<u>Page</u>
Information Sheet	i

SECTION A: INFRASTRUCTURE IMPROVEMENTS PROCESS

Introduction.....	A-1
Pre-Design or Feasibility Review	A-1
Applicability for Long Subdivisions, Short Subdivisions and Developer Extensions	A-1
Outline of Infrastructure Improvement Process.....	A-1
1. Application & Agreement.....	A-2
2. Design & Permitting	A-2
3. Construction.....	A-2
Fees	A-3
Information for Engineer and Contractor	A-6
Selection of Engineer	A-6
Owner's Responsibility for Construction Management	A-6
Infrastructure Improvements Checklist.....	IIC

SECTION B: INFRASTRUCTURE IMPROVEMENTS APPLICATION

Application.....	B-1
Application Form.....	II-1
Application Review Form (Sample)	AR-1
Infrastructure Improvements Agreement	11A-1

SECTION C: ENGINEERING AND CONSTRUCTION

GENERAL DESIGN CRITERIA.....	C-1
1. Available Information	C-1
2. Build-Thru.....	C-1
3. Electrical / Mechanical Design	C-1
4. Oversizing	C-1
5. Latecomers Agreement	C-1
6. Datum.....	C-2
7. Engineering Reports and Design Calculations	C-3
8. Construction Plan Sets	C-3
9. Submittals	C-4

INFRASTRUCTURE SPECIFIC CRITERIA.....	C-5
A. SEWERS.....	C-5
1. General	C-5
2. Ownership	C-5
3. Mainline	C-5
4. Manholes.....	C-6
5. Side Sewers.....	C-7
6. Pump Stations	C-7
7. Materials and Construction.....	C-7
B. WATER	C-8
1. General	C-8
2. Flows and Pipe Sizing.....	C-8
3. Ownership	C-8
4. Pressure	C-8
5. Velocities	C-9
6. Pipe Layout	C-9
7. Domestic Water Services	C-9
8. Fire Hydrants	C-9
9. Materials and Construction.....	C-9
C. STORMWATER.....	C-10
1. Design Standards	C-10
2. Flows and Pipe Sizing.....	C-10
3. Ownership	C-10
D. ROADS	C-10
1. Design Standards	C-10
2. Trenching and Patching	C-10
3. Public Street Improvement Requirements	C-11
4. Curves	C-11
5. Arterial Streets	C-11
6. Cul-De-Sacs	C-11
7. Alleys	C-11
8. Private Streets	C-11
Construction Information.....	C-13
Easements	C-16
Construction Record Modification of Plans	C-16
General Notes.....	C-17

SECTION D: STANDARD FORMS

- Performance and Payment Bond.....PPB-1
- Easement AgreementEA-1
- Easement figure exampleF-1
- Easement Release.....ER-1
- Conveyance of FacilityCU-1
- Certification of Costs of ConstructionCCC-1
- Release of Encumbrance.....RE-1
- Sample Insurance Form
- 11-Month Inspection Form
- Maintenance Bond Form.....MB-1
- Reimbursement (Latecomers) Form

SECTION E: SPECIFICATIONS, PLANS, AND STANDARD DETAILS

SPECIFICATION INDEX.....	E-1
▪ DIVISION 1	
▪ DIVISION 2	
PLANS	G-1
STANDARD DETAILS	

SECTION A: INFRASTRUCTURE IMPROVEMENT PROCESS

INTRODUCTION

This manual provides guidance for the installation, repair, replacement, or extension of streets and certain utilities furnished by the Town of La Conner. Within this manual, the process is described, checklists and forms are included, and design standards are provided for streets, water, sewer, and storm drainage improvements.

The process includes submitting an application, signing an agreement for service, preparing and reviewing plans, submittals to agencies, construction and inspection, revising plans to construction record, recording of easements, executing a bill of sale, conveyance of facilities, warranty fulfillment, and final acceptance. A checklist is included at the end of this section.

Utilities provided by other purveyors include:

- Electricity: Puget Sound Energy.....(888) 225-5773
- Gas: Cascade Natural Gas(800) 848-3406
- Telephone: Verizon.....(800) 937-8997
- Cable: Comcast.....(877) 824-2288
Wave Broadband.....(866) 928-3123
- Solid Waste: Waste Management Services(360) 757-4068

PRE-DESIGN or FEASIBILITY REVIEW

The Town encourages potential developers to prepare a simple schematic plan of the intended construction, prior to contacting the Town for assistance or direction. The plan should show location and scope of improvements. The plan will assist the Town in providing more detailed information on development requirements, existing utility locations, available alternatives, likely permitting, land use or zoning issues and potential fees. Once the plan is prepared, contact the Planning Director to schedule a project discussion.

APPLICABILITY FOR LONG SUBDIVISIONS AND SHORT SUBDIVISIONS

Infrastructure Improvements can either be required as a part of a single lot development, change of use, or in conjunction with a long or short plat. This manual does not address the Land Use (Zoning) or Platting aspects of a proposed project, or the on-site building construction approval process. This manual sets forth the design criteria, standard details and standard specifications that apply to any infrastructure improvement constructed within the Town or the Town's Utility Service Area. This manual also describes the process required to apply for and receive a permit for construction of an Infrastructure Improvement. Additional requirements with regard to submittals, fees and hearing processes apply for Subdivisions and building construction.

Applicants are referred to the Town Planner and Chapters 12 and 15 of the La Conner Municipal Code (LCMC) for information regarding all development activities.

OUTLINE OF INFRASTRUCTURE IMPROVEMENTS PROCESS

1. Application & Agreement

To initiate the process, the Developer shall fill in the application form contained herein and submit it to the Town along with the Infrastructure Improvement Application Fee and required attachments. After the application has been submitted, the Town will review the information for serviceability, calculate the estimated connection charges and other applicable fees, and prepare a formal agreement for the proposed infrastructure improvements.

An Infrastructure Improvements Agreement (IIA) shall be signed by the Developer and the Town. The agreement must be signed and appropriate fees paid prior to the review of plans.

2. Design & Permitting

The Developer may utilize their own engineer, or request a quote from the Town, to prepare engineered construction plans and/or related reports for submittal to the Town. The plans are then reviewed and must be revised per written comments received. The plan review will identify all applicable permits and final permit fees.

After the Town approves the construction plans, receives necessary approvals from all applicable agencies, and receives all applicable permit fees, the Developer may start the construction process.

3. Construction

A preconstruction conference must be held and all appropriate permits, insurance, and bonds must be obtained prior to construction. During construction, the Town will have an inspector present to ensure that the system is installed to Town standards. As construction on underground utilities progresses to a point that all pipe is in place, easements covering those portions of the system outside the public right-of-way and plans revised to as-built construction records should be prepared to submit to the Town.

When easements, revised plans, and construction of the system are approved, a bill of sale form shall be prepared and executed by the Developer whereby the completed system shall be conveyed to the Town. The Developer shall provide a maintenance bond on the system warranting the work for one year from the date of acceptance of the system and its conveyance. Prior to the end of the one-year period, the project shall be inspected and any items needing repair shall be rectified by the Developer before the bond is released.

Construction Engineering and Inspection – All construction engineering and inspection will be performed by the Town's Engineer on a time-and-expense basis and shall be paid by the Developer.

Please note the infrastructure improvements checklist herein for determining the order of Town requirements.

FEES

The Developer shall pay an assessment to the Town of La Conner, if required, and receive monthly billing for work done by the Town and its consultants with regard to the project. Fees to be paid to the Town include:

1. **Infrastructure Improvement Application Fee** – The Developer shall pay \$1,500.00 to the Town when submitting an application as an initial payment for the costs to the Town for engineering, legal, financial, inspection, or other services performed by or for the Town to review the application, investigate the scope and impact of the proposed project, and prepare an IIA.
2. **Reimbursable Expenses** – Per the terms of the IIA, the Developer will be sent a monthly invoice for reimbursable expenses. The invoice includes costs for meetings related to project, design review or design, review of legal descriptions, inspection, preparation of documents, reporting and keeping records of the project, review and completion of as-builts, and other project-associated costs to the Town. Costs vary greatly depending on the Developer's administrator, engineer, contractor, size and complexity of the project, and length of time for project completion.
3. **Sewer System Isolation Deposit, if applicable** – Prior to commencement of construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction, it shall remain in place and be functional during construction, and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited, otherwise the deposit shall be credited to the Developer's project account, any excess balance shall be refunded to the Developer..
4. **Connection Charge, if applicable** – The Developer's contribution to the existing infrastructure facilities. This can include amounts for each Residential Customer Equivalent (RCE) and/or a footage charge.

Table A1 provides a summary of typical development fees and utility monthly service charges. Consult the Town code for the most current amounts.

Developers requiring special provisions in their contract or their facilities can expect total charges billed by the Town and its consultants to be increased beyond that of a similar development without the special provisions. Additional charges will be incurred when additional research, documentation, or review is required.

Examples of special provisions that cause additional charges to be incurred are listed below:

1. Latecomer agreements.
2. Use of pumping systems.

3. Designs that require modification to the Town's standard design practice.
4. Alternate assessment practice.
5. Design or construction changes.
6. Installations not in accordance with approved plans that require additional inspections or rework.

Insert Table A-1

INFORMATION FOR ENGINEER AND CONTRACTOR

The Developer is responsible to inform its consultants, its contractor, and all subcontractors of the Town's requirements. We recommend that the Developer provide his engineer/architect and contractor with the "Infrastructure Improvements Project Manual."

SELECTION OF ENGINEER

The Developer may have his own engineers prepare the construction plans and specifications and have them reviewed by the Town's Engineer, or he may request of the Town to have their Engineer prepare the construction documents.

1. If Prepared by Town Engineer

The Town's Engineer will prepare construction plans and specifications on a time-and- material basis at the request of the Developer.

2. If Prepared by Developer's Engineer

Plans prepared by the Developer's engineer shall be reviewed by the Town's Engineer to ensure that they conform to the standards of the Town. The cost to have the Town's Engineer review the plans shall be paid by the Developer. Standards for plan preparation are included in this Infrastructure Improvements Project Manual.

Pump Stations: The Town requires that pump system plans and specifications be prepared by the Town's Engineer.

OWNER'S RESPONSIBILITY FOR CONSTRUCTION MANAGEMENT

The construction management for infrastructure improvement projects undertaken by a developer is the responsibility of the Developer and/or the contractor. The Town's role in such projects is limited to review throughout the process and inspection during construction.

TABLE A-1: FEE SUMMARY

Type	*Amount	Due	Note
Infrastructure Improvements	\$ 1,500.00	w/ application	Required before application will be reviewed.
Application Fee	** TBD **	w/ signed Agreement	Required before agreement will be signed by Town.
Project Deposit	** TBD **	prior to Construction Authorization	Bond amount = 110% of approved construction estimate.
Performance Bond			
Sewer Connection Charge	\$ 2,432.00 per ERU (est.)	prior to Project Acceptance	Current amount applies, ERU estimate calculation and applicability determination will be performed by Town prior to Agreement.
Sewer Isolation Deposit	\$ 1,000.00	prior to Construction Authorization	only applicable to Sewer Mainline construction, returned to Developer upon successful completion.
Sewer Monthly Billing	\$ 11.00 per ERU, 3 per CCF	Beginning on approved side sewer connection	Current Monthly Rate applies.
Water Connection Charge	\$ 1,010.00 per RCE (est.)	prior to Project Acceptance	Current amount applies, RCE estimate calculation and applicability determination will be performed by Town prior to Agreement.
Water Meter & Installation	\$ 550.00 - 3/4"	prior to Construction Authorization	Consult Town for pricing on 1" and larger meters.
Water Monthly Billing	\$ 11.20 base charge, plus \$ 1.60 each CCF	Beginning on water meter activation	Current Monthly Rate applies.
Stormwater System Development Fee	\$ 0.25 per impervious surface square foot added	prior to Project Acceptance	
Stormwater Monthly Billing	\$ 10.00 per ERU	Beginning on water meter activation	

*Amount: Charges and Rates shown were current as of 8/1/2006. The fees and rates shown are periodically revised by the Town. The reader must refer to the applicable section of the Town's current code for the actual amounts that will apply.

Town of La Conner

INFRASTRUCTURE IMPROVEMENTS PROJECT CHECKLIST

For : Roads / Sidewalks Sewer Stormwater Water

Engr. Ref. # _____

Project Name: _____

Related Project: _____

Location: _____

Developer: _____ Phone: _____

Engineer: _____ Phone: _____

Contractor: _____ Phone: _____

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

Project:	DATE	FEE	BY
D. Permits			
1 Right-of -way	Req		
2 Street Excavation	Req		
3 Shoreline Substantial Development	Req		
4 Archeological Review	Req		
5 JARPA	Req		
6 Other	Req		
7 Other	Req		
E. Requirements Before Construction			
1 Contractor's references submitted to Town			
2 References checked and Contractor Approved			
3 Insurance Certificate submitted to Town			
4 Performance Bond submitted to Town			
5 Third Party Easements secured	Req		
6 Developer to submit Construction Plans for Town signature			
7 Project Deposit - 2nd Half	Check No.		
8 Sewer System Isolation Deposit	Req		\$ 1,000.00
9 Pre-Construction Conference held			
10 Construction Stakes / Property Boundary Stakes in place			
F. Construction			
1 Town approves construction start			
2 Town begins Inspection Services			
Monthly Invoicing established			
3 Testing			
Roads - Grade and Compaction passed			
Sewer - Lamp and Pressure passed			
Storm - Lamp passed			
Water - Pressure and Purity passed			
4 Contractor schedules physical connections			
5 Final Inspection and Punchlist			
presented to Contractor			
mailed to Developer			
6 Punchlist Inspection and Approval			
7 Off-site Easement Restoration Release			
8 Town Determination that project is Construction Complete			
9 Construction Performance Bond is Released			

SECTION B: INFRASTRUCTURE IMPROVEMENTS APPLICATION

This section includes an application to initiate the process of constructing infrastructure improvements. The form that the Town will use to review the application has been included for information only. Upon review completion and approval of the application the Town of La Conner will prepare an Infrastructure Improvement Agreement (IIA) for signature by the Developer. A sample copy of the IIA is included in this section

To initiate the process the Developer must;

- Complete the II Application form
- Attach 3 copies of a schematic plan illustrating the proposed development, location, and scope of infrastructure improvements
- Attach 3 copies of a marked up Assessors Map or other exhibit that shows lot lines and parcel numbers
- Attach payment of the Application Fee

Contents:

II Application form

II Application Review form (sample)

II Agreement (sample)

Town of La Conner

APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS

Check all that apply: Roads / Sidewalk Sewer Stormwater Water

1. The undersigned hereby makes application to the Town of La Conner, Skagit County, Washington, for permission to construct and install an improvement and/or extension of the Town's infrastructure in public rights-of-way under the Town's franchise and/or on easements over private property to connect to the Town's existing infrastructure, all of which are subject to the approval of the Town.
2. A check for \$1,500 for application fee is attached. The \$1,500 fee shall be used by the Town to cover all preliminary engineering, legal and administrative costs incurred by the Town in reviewing this application and preparing an Infrastructure Improvement Agreement (IIA).
3. Describe briefly the proposed scope and extent of your project (attach maps/sketches or additional sheets as necessary)

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

Common street address and legal description of the beneficial property (ies) which Developers warrant they are the legal owners of:

5. (a) Describe the type of improvements planned for the above-described property, i.e., single family residences, other individual residential units, or commercial usage, and the proposed number of units.

(b) Attach to the application three copies of each of the following:

- A preliminary plan setting forth the proposed development or infrastructure improvement: The plan shall include property boundary lines; an indication of type of development, if any; the location of roads, buildings, existing utilities, and/or other important features; type of building construction; and the number of units.
- A final or preliminary plat map or property map of the property to be developed.
- A contour map of the area with a five-foot or less contour interval: the datum shall conform to that described in Section C of this manual and the location of benchmarks shall be shown.
- Existing and proposed roadway profiles.

6. Set forth the proposed date for construction of the project and the anticipated completion date for the project:

Start of construction: _____
Completion of construction: _____

7. Has the Fire Marshall determined the required Fire or Sprinkler flow rate required?

Yes _____ Flow Required _____ GPM

8. Set forth common street address and telephone number of Developer:

9. Do you wish to be present at the meeting of the Town Council at which time your application will be reviewed?

Yes _____ No _____

10. (a) Have you made an application to Skagit County, Town of La Conner, or any other municipality having jurisdiction of the project for a building permit or for approval of a plat, a short plat, a rezone, or a planned unit development? If yes, list the name of the agency or agencies and type of action requested.

<u>Name of Agencies</u>	<u>Dates Applied</u>
_____	_____
_____	_____

(b) Have you prepared an environmental checklist, negative declaration, or EIS?

Yes _____ No _____

If yes, list name of lead agency:

Date of application: _____

If an EIS, negative declaration, or checklist has been completed, attach a copy.

11. Do you want the Town's Engineers to provide an estimate to prepare the infrastructure plan for the proposed project?

Yes _____ No _____

12. **Disclaimer:** In submitting this application and payment of fee, the applicant understands and agrees that the Town of La Conner does not imply or guarantee that the proposed project is feasible, permitable or that the Town of La Conner has sufficient capacity in any of the impacted utilities to allow additional connection. The Town can not anticipate the full extent of the proposed project implications and mitigating costs. Should the applicant elect to stop the project application review and or revise the proposed project the Town shall not refund any fees for which the Town has incurred costs.

13. Signatures and Contact Information

Signed by: _____

(Print Name)

Date: _____

Developer: _____

Address: _____

Telephone/Fax _____

Email: _____

Engineer: _____

Address: _____

Telephone/Fax _____

Email: _____

Architect: _____

Address: _____

Telephone/Fax _____

Email: _____

Town of La Conner

REVIEW OF THE APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS RELATED TO DEVELOPMENT

Check all that apply: Sewer Water Stormwater Roads

1. Have all the questions in the application been adequately addressed?

Yes _____ No _____

Comments: _____

2. Upon submission of the preliminary plan to the Town, the Town's Engineer will set forth the capacity necessary for the contemplated improvement(s). Does the anticipated demand exceed the capacity of the proposed improvement(s) and/or system(s)?

Sewer: Yes _____ No _____

Water: Yes _____ No _____

Stormwater: Yes _____ No _____

Roads: Yes _____ No _____

Comments: _____

3. Can the development be served by gravity sewer?

Yes _____ No _____

4. Is a latecomer's charge, connection charge, or other charges against the real property subject of the developer extension?

Yes _____ No _____

5. Is the project within the Town limits

Yes _____ No _____

6. Does this project require an amendment to the Town's comprehensive plan?

Yes _____ No _____

7. The Town has reviewed the application.

Comments: _____

Prepared by: _____

Accepted by: _____

Rejected by: _____

Town of La Conner

Skagit County, Washington

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

Public Utilities and Roads

The undersigned, this _____ day of _____, 20____, hereinafter referred to as "Developer", hereby makes application to the Town of La Conner in Skagit County, Washington, hereinafter referred to as "Town", for permission to construct and install infrastructure improvements in the public right-of-way and/or within easements which are subject to the control of the Town, and to connect to the Town's stormwater collection, water distribution, roadway, and/or wastewater collection system, and makes the following representation and agreements, to-wit:

1. LOCATION AND IMPROVEMENTS

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

Legal Description of Property:

2. DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS AND OWNERSHIP

The proposed improvements will consist of approximately;

- lineal feet of sewer pipe,
- lineal feet of storm pipe,
- lineal feet of water pipe,
- lineal feet of roadway improvements,

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

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

3. FEES AND CHARGES

A. Project Deposit: All costs incurred by the Town on this project shall be borne by the Developer. The Developer shall deposit funds in an amount that shall be determined by the Town after review of the application. The funds shall be in payment for the costs to be incurred by the Town including, but not limited to, inspection, engineering, legal, financial, or other services performed by or for the Town relating to this project. The Developer shall be responsible for the payment of all actual costs incurred by the Town before the project is accepted by the Town. The funds shall be paid to the Town in compensation for the following work:

1. Preparation or review of utility and road system plans and specifications.
2. Construction inspection.
3. Communications regarding the Town requirements.
4. Review of as-built drawings.

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

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

C. The remaining project deposit may be retained for one year after final acceptance, at which time all the unexpended fees will be returned to the Developer. This deposit will be used for warranty inspection and final acceptance procedures.

D. Sewer System Isolation Deposit: Prior to starting sewer construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction. It shall remain in place and be functional during construction and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited.

4. PAYMENT - SECURITY OF FEES

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

- A. One-half (1/2) of the fee at the time the Agreement is made.
- B. The remaining one-half (1/2) of the fee will be paid before construction begins.
- C. Final costs not covered by the original fee shall be paid before the infrastructure improvements are accepted by the Town.
- D. Any unpaid charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.

5. ENGINEERING SUBMITTALS

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

6. DESIGN AND CONSTRUCTION

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

7. EVIDENCE OF INSURANCE

(a) Developer and Developer's contractor shall assume responsibility for securing and maintaining, during the life of this Contract, public liability insurance for bodily injury and property damage liability including, without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.), and contingent liability, including product and contemplated operations and blanket contractual liability, which insurance shall protect Developer, the Town of La Conner and the Town of La Conner's engineers in the amounts specified in Sections (b)(1) and (b)(2) below and as specified in Section 00700-15 of the Developer Project Manual. Coverage shall also be obtained for environmental damage during the construction and the guarantee period, unless the Town of La Conner waives this coverage on account of Developer's inability to purchase same. Developer or contractor shall have the Town of La Conner and Town of La Conner engineers specifically added as additional named insureds in said policies, all at no cost to the Town of La Conner or Town of La Conner engineers. The above

insurance shall cover the Town of La Conner, Town of La Conner engineers, Developer and subcontractors for claims or damages of any nature whatever, including, but not limited to, bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract, whether such operations be performed by themselves or by any subcontractor or anyone directly or indirectly employed by either of them, and Developer agrees, in addition, to indemnify and save harmless the Town of La Conner and Town of La Conner engineers, or both, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Contract by Developer, any subcontractor or persons working directly or indirectly for Developer, or on account of or in consequence of any neglect by any of said parties in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

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

- (1) Bodily injury liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 (One Million Dollars) on account of any one occurrence;
- (2) Property damage liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for each occurrence.

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

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

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

8. INDEMNIFICATION

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

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

9. PERFORMANCE BOND

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

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

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

10. MAINTENANCE BOND

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

11. EASEMENTS

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

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

12. PERMITS

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

13. ELEVATION AND ALIGNMENT CONTROL

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

14. CONNECTION TO THE TOWN'S SYSTEMS

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

15. FINAL ACCEPTANCE

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

16. CONVEYANCE OF CONSTRUCTED FACILITY

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

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

17. PAYBACK AGREEMENT EXECUTION AND RECORDING

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

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

18. RESPONSIBILITY FOR PROJECT MANAGEMENT

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

19. AGREEMENT OF RESTRICTION

This Agreement is intended to be an Agreement of Restriction encumbering the said development as legally described in paragraph 1 above until such performance by the Developer of all of the terms and conditions contained herein, including any and all

payments required to be made to Town for connection charges and any other obligations from Developer to the Town.

20. OTHER AGREEMENTS

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

21. CONVEYANCE OF TITLE

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

22. BINDING

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

23. AGREEMENT

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

TOWN OF La CONNER

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

By: _____
Mayor
Town of La Conner

SECTION C: ENGINEERING AND CONSTRUCTION

DESIGN CRITERIA - GENERAL

Improvements shall be made in accordance with this manual. Where special conditions exist, certain requirements may be modified at the Town's discretion. Included in this section are sample plans showing typical infrastructure designs. Drafting of plans for the Town shall conform to these examples.

1. Available Information

The Town and its consultants do not ensure the correctness of the information supplied to the Developer from the Town's records. The Developer shall verify by survey any information provided by the Town prior to using the information in design or construction.

2. Build-Thru

All improvements must conform to the standards of the Town and the requirements of the county and state, when appropriate and as noted elsewhere in this manual. In conjunction with prudent comprehensive planning and to ensure the availability of infrastructure connections to adjacent parcels, it is the Town's policy to have the Developer extend the system to points on a project site that will facilitate future extension of the system. This will, in most cases, cause the system to be extended to the opposite side(s) of the project site from the point of available service.

3. Electrical / Mechanical Design

If the infrastructure improvement necessitates the installation of a pump station or any other infrastructure system that requires electricity for operation, the Town will design such systems. The Developer will bear the costs for the design, and install the system(s).

4. Oversizing

Certain improvements may serve future build-out either within or beyond the boundaries of the proposed infrastructure improvements service area. In some cases, infrastructure oversizing may be required to accommodate demanding conditions such as fighting fires or managing severe storms. The Town will evaluate and establish sizing requirements. The Town may participate in the cost of oversizing buried infrastructure; typically by providing materials.

5. Latecomers Agreement

In locations where infrastructure construction will serve future development not included in the proposed project, the Developer may apply for the establishment of an assessment reimbursement area as described in LCMC 15.85.040 et seq. The reimbursement application form, or latecomers agreement application, is included in Section D.

6. Datum

The design of all facilities shall be based on the North American Vertical Datum of 1988 (NAVD88). Prior to 2008, most of the Town's record drawings referenced the vertical datum to the National Geodetic Vertical Datum (NGVD)–1929. Because design calculations and connections are based on system slopes and elevations, it is important that plan submittals investigate and properly show the correct existing and proposed elevation information.

Attached is a map, **Datum Points and Locations** that show several existing reference marks (benchmarks) located through out the Town and their elevations in both NAVD88 and NGVD datums. Following the map is a detailed description of each monument.

The correlation between NAVD88, NGVD and TIDAL datums, for the La Conner area is listed below. Local surveyors may be able to supply additional references that would be acceptable, provided that they can prove consistency with the cited benchmarks. Should any discrepancy arise, the RM2 benchmark shall be the controlling reference point.

The Datum and local benchmark shall be shown on all construction plans.

TABLE C-1: ELEVATION REFERENCE MARKS			
To Convert	NAVD 10.00	NGVD 6.21 (NAVD-3.79)	TIDAL 11.51 (NAVD+1.51)
Reference Mark	NAVD88 (elev. Ft.)	NGVD (elev. Ft.)	Description of Location
RM2 (Town Control Point)	8.98	5.19	Standard disk, stamped “TIDAL 4 REST 1967”, set in southeast corner of concrete foundation about 200 feet northeast of centerline of intersection of Third and Morris Streets, 90 feet south of centerline of Centre Street. Back of 315 Morris Street

Note: A Land Surveyor licensed in the State of Washington will typically be required to provide all control elevations, base surveys and datum conversions for use with infrastructure improvements.

7. Engineering Reports and Design Calculations

Infrastructure designs shall be based on the standards referenced in this manual. Calculations and reports to support the designs shall be submitted along with the construction plan(s). Details to support the requirements of the Town's Uniform Development Code should be shown on the drawings or provided in reports, particularly if the proposed design differs from the design standards. Reports may include, but not be limited to, the following subjects:

- Hydraulic analysis.
- Soils/steep slopes/geotechnical.
- Wetlands.
- Drainage.
- Biological survey/shoreline studies/significant tree survey.
- Traffic impacts.
- Pavement thickness.
- Structural, foundation, and stability calculations for retaining walls, bridges, embankments, etc.

8. Construction Plan Sets

- 8.1. Initial plan sets, submitted for review, may be on plain paper (bond).
- 8.2. Plans shall be on plan-profile 22- x 34-inch sheets (plan and profile on same sheet). Profile grid shall have 10 horizontal lines per inch and 1 vertical line per inch equally spaced.
- 8.3. Scales: horizontal shall be 1 inch equals 50 feet; vertical shall be 1 inch equals 5 feet.
- 8.4. The minimum text height shall be 0.12 inches.
- 8.5. The plans shall be stamped by a Professional Engineer licensed in Washington.
- 8.6. Plans shall have a north arrow, datum, and legend.
- 8.7. The cover sheet shall include the following:
 - A vicinity map showing the project's location relative to the nearest intersection.
 - An overall drawing of the proposed construction area including street names and lot numbers, and an outline of the project.
 - A legal description of the site.
 - The name of the Developer and Engineer.
- 8.8. If the improvements are part of a phased development, a plan of the entire development shall be included, with the current phase clearly indicated as well as a schedule for implementation of the subsequent phases.

- 8.9. A detail sheet shall show all design details and specifications for construction not addressed in or varying from the Towns Standards.
- 8.10. Each utility or road improvement will typically be required be shown on its own separate sheet. At the Town Engineer's discretion, small or very simple plans may be exempt from this requirement.
- 8.11. Drafting shall conform with the Sample Plan, included in this manual. Improvements to be constructed shall be shown with solid lines; existing improvements shall be shown with dashed lines or screened back; future improvements shall be shown with dotted lines.
- 8.12. Include on the drawings the text contained in the General Notes section.
- 8.13. The designer may reference the Town's Standard Details, which do not need to be reproduced as part of the plan set.

9. **Submittals**

The Developer shall submit three (3) sets of plans to the Town for review. Once the plans have been determined to meet the Town standards, a final set of reproducible plans shall be submitted to the Town. These reproducible plans shall receive the Town's "Plan Review" approval stamp. The Town shall submit the plans to the regulatory agencies for approval, as applicable. After approvals have been received, a set of plans stamped "Issued for Construction" shall be made available to the Developer.

INFRASTRUCTURE-SPECIFIC CRITERIA:

Infrastructure that conforms to the Town's land use code must be provided to support proposed development. Criteria specific to each system are listed below.

A. Sewers

1. General:
 - a. Unless otherwise specified by the Town, the design shall meet or exceed the requirements of the most recent edition of Washington State Department of Ecology's (DOE's) *Criteria for Sewage Works Design*.
 - b. Under no condition shall stormwater or site drainage be connected to the sewer system.
2. Ownership:
 - a. All sewer lines and appurtenances, when accepted, shall become and remain the exclusive property of the Town.
 - b. Town ownership and responsibility shall end at the property or easement line, unless otherwise stated in the Town's letter of final acceptance.
3. Mainline:
 - a. Flow Development:
 - i. Residential - 85 gallons per capita per day plus Inflow and Infiltration (I/I).
 - ii. Commercial – Developed from proposed use or existing water consumption records plus I/I.
 - iii. I/I – 600 gallons per acre day for new systems, 1100 gallons per acre day for aged systems.
 - b. The sewer system improvements shall be sized and routed to meet the following criteria:
 - i. The sewer main diameter shall be a minimum of 8 inches, and may need to be larger as required for future service.
 - ii. See Table C-2 for minimum allowable pipe slopes.
 - iii. Slopes shall be expressed to two decimal places if shown as a percentage or to four decimal places if expressed as a ratio (i.e., feet of rise per feet of run).
 - iv. Where feasible, sewer mains shall be routed along the right-of-way centerline.
 - v. Extend the sewer main to serve all lots or structures in the proposed development so as to limit the length of side sewers to a maximum of 150 feet.
 - vi. Where the new system is to be connected to the existing system, there shall be the following notation on the plans: "Contractor to verify invert prior to construction."
 - vii. Extend the sewer main through the property for potential future connection.

TABLE C-2: MINIMUM SLOPES FOR SEWER PIPE	
Pipe Size (inches)	Slope (feet/foot)
8 *cr	0.0050
8 *de	0.0075
10	0.0040
12	0.0003
15	0.0025
18	0.0020
* cr = continuous or extendible run de = dead end or terminating run	

- c. Ductile iron pipe and pipe anchors shall be specified for all slopes 20 percent and greater.
- d. Bedding material shall have characteristics that allow it to be readily compacted. Pea gravel is not allowed.
- e. Pipes shall have a 4-foot minimum cover.
- f. All pipes 8 inches and larger shall terminate at a manhole.
- g. Where smaller diameter upstream pipe meets a larger diameter downstream pipe, the invert at the manhole shall be determined by matching pipe crowns.
- h. Design system so that each building's first (lowest) floor elevation is at least one foot higher than rim of first manhole upstream from point of side sewer connection.

4. Manholes:

- a. Manhole numbers are obtained from the Town's Engineer.
- b. Manholes shall be 48" precast concrete structures conforming to the Town's Standard Detail.
- c. Manholes shall have a minimum depth of 7 feet.
- d. Terminal manholes where future connection/extension may occur shall not be channeled. A grouted bottom sloping to the outlet shall be constructed.
- e. Joints between precast manhole sections shall be gasketed and grouted inside and outside.
- f. Safety steps shall be used.
- g. Manhole covers shall be locking type conforming to the Town's Standard Detail.
- h. All-weather vehicular access suitable for the Town's maintenance vehicles shall be provided to all manholes and/or cleanouts unless waived by the Town.
- i. A concrete or asphalt ring, extending 12" beyond the cover frame, shall be used on all manholes that are set outside of paved roadways.

5. Side sewers:
 - a. Approximate stub locations shall be shown on the plans.
 - b. Where feasible, one side sewer stub may serve two adjacent lots, per the Standard Detail. Otherwise, each building or lot to be served shall have its own side sewer extending from the sewer main. Each lot's property corners shall be staked.
 - c. Joint-Use side sewers of three (3) or more residential units may be connected to a single 6" side sewer stub where specifically approved by the Town Engineer and designed in compliance with the WA Dept. of Ecology – Criteria for Sewage Works Design (latest edition).
 - d. Joint-Use side sewers shall have a 6" cleanout at the property/right-of way line and at each upstream wye. All 6" cleanouts shall extend to grade and be set in either concrete or asphalt aprons at least 24" in diameter.
 - e. Joint-Use Maintenance Agreements are required when a property owner requires sewer service through another property, or when two or more sewer services are provided thru a common, privately owned, sewer connection.
 - f. Where commercial or multiple dwellings are to be constructed, stubs should be taken from the manhole. The number of units in each multiple dwelling complex shall be indicated. The anticipated peak flows for commercial and industrial complexes shall be noted.
 - g. The pipe diameter shall be 6 inches and extend a minimum of 5 feet inside the property line.
 - h. Cleanouts shall be used; 6 x 6 inch tees or wyes shall be installed at the end of each side sewer.
 - i. The maximum slope is 2 feet vertical to 1 foot horizontal and the minimum slope is 2 percent.
 - j. Side sewer termination locations shall be marked with 2 x 4s.
 - k. No side sewer shall be covered without first being inspected.
6. Pump stations: Developments that may require a pump station to provide sewer service shall be submitted to the Town for approval prior to plans being prepared. The Town will review the proposal and consider any alternatives prior to making a decision as to whether the pump station will be allowed. Electrical/Mechanical design will be provided by the Town and paid for by the Developer.
7. Materials and Construction: Refer to the Town's Standard Specifications and Standard Details contained in this manual.

B. Water

1. Design standards: The basis for the Town's standards and specifications are based on meeting or exceeding the following standards (latest editions), which are hereby incorporated by reference:
 - a. *Standard Specifications for Road, Bridge and Municipal Construction*, Washington State Department of Transportation (WSDOT), www.wsdot.wa.gov/fasc/EngineeringPublications
 - b. Standards of the American Water Works Association
 - c. *Uniform Plumbing Code* and installation standards, International Association of Plumbing and Mechanical Codes
 - d. *International Building Code*, International Code Council
 - e. *Water System Design Manual*, Washington State Department of Health, www.doh.wa.gov/ehp/dw/publications/design.htm
2. Flows and Pipe Sizing:
 - a. Minimum acceptable pipe size is 4”.
 - b. Pipe design hydraulic basis:
 - i. Residential = 100 gallons per capita per day.
 - ii. Commercial / Industrial = calculated per zoning and proposed use.
 - c. Fire and Sprinkler – Per Town and/or County Fire Marshall requirements.
 - i. Residential fire hydrants minimum = 1000 gpm
3. Ownership:
 - a. All water lines and appurtenances, when accepted, shall become and remain the exclusive property of the Town.
 - b. Town ownership and responsibility shall end at the meter or detector check valve, unless otherwise stated in the Town's letter of final acceptance.
 - c. Town ownership and responsibility for double check detector backflow assemblies shall end at the gate valve in the water main at the point the fire service line is connected on easements on private property or at the property line on public rights-of-way.
4. Pressure:
 - a. A minimum of 40 psi will be provided at customer meters during normal conditions not including a fire or emergency.
 - i. During peak hour conditions, the system will provide a minimum pressure of 30 psi at any customer meter.
 - ii. Systems will be designed to minimize pressure fluctuations between normal and peak hourly design conditions.
 - b. All new service connections where normal pressure exceeds 80 psi will include the installation of a pressure-reducing valve (PRV) at the meter. The PRV will be owned and maintained by the Town.
 - c. During fire flow conditions, the pressure at any major risk location and in the remainder of the system will be no less than 20 psi.

5. Velocities:
 - a. Under normal demand conditions, the velocity of water in a transmission main should be less than four feet per second (fps).
 - b. Under emergency conditions such as fire, the velocity of water in a transmission main should be less than eight fps.
6. Pipe layout:
 - a. All water pipe shall be designed to lie in public road right-of-way or, if not available, on a dedicated, recorded utility easement. Preferably under the north or west roadway shoulder.
 - b. Pipe shall be designed for a maximum trench depth of 48 inches and a minimum depth to top of pipe of 36 inches.
 - c. All pipe shall maintain a positive or negative slope between respective high and low points in the water line. High points shall be fitted with air-vacuum release assemblies and low points shall be fitted with flushing assemblies, as deemed necessary by the Town.
 - d. Looping of the system is to be maximized.
7. Domestic water services:
 - a. Platted areas: Water mains shall include the installation of water service line to common or individual lot corners.
 - b. Non-platted areas: New services may be located by the customer.
 - c. Materials: Water service installation shall include all materials indicated on the appropriate standard detail.
 - d. Service lines that are part of water main improvements shall be installed concurrent with the water main installation. Services shall be connected to the water mains and extended to the customer's lot line, with a tailpiece extended above the ground, prior to pressure and bacteriological testing of the water main, if applicable. The cost of service lines installed as part of water main improvements shall be borne by the customer.
8. Fire hydrants:
 - a. Place hydrants so that any portion of a structure is within 400 accessible feet and as directed by Town.
 - b. Place a double-sided blue reflector in the center of the adjacent pavement perpendicular to the fire hydrant location.
9. Materials and Construction: Refer to the Town's Standard Specifications and Standard Details contained in this manual.

C. Stormwater

1. Design standards: The Town's standards and specifications are based on meeting or exceeding the *Stormwater Management Manual for Western Washington*, DOE, (www.ecy.wa.gov/programs/wq/stormwater/manual.html) and WSDOT's *Hydraulic Manual*, (www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/HydraulicsManual.pdf) the latest editions of which are hereby incorporated by reference.
2. Flows and Pipe Sizing:
 - a. Flows and calculations shall be based on the Western Washington Hydraulic Model (DOE).
 - b. Pipe Size:
 - i. Conveyance = minimum 12".
 - ii. Collector = minimum 8".
3. Ownership:
 - a. All stormwater pipes and appurtenances, when accepted, shall become and remain the exclusive property of the Town.
 - b. Town ownership and responsibility shall end at the terminating structure , unless otherwise stated in the Town's letter of final acceptance.
4. Materials and Construction: Refer to the Town's Standard Specifications and Standard Details contained in this manual.

D. Roads

1. Design standards: The Town's public street and sidewalk design standards are based on meeting or exceeding those provided herein or as referenced. Where standards are not specifically provided, WSDOT standards shall apply and include the latest editions of *Standard Specifications for Road, Bridge, and Municipal Construction and the Standard Plans, M 41-10*, found at www.wsdot.wa.gov/eesc/design/designstandards/HTM/TOC.htm and WSDOT's *Design Manual, M 22-01*, found at www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/DesignManual.pdf.
2. Trenching & Patching:
 - a. Existing roads resurfaced within the past five (5) years – Resurface the roadway, either half or full width depending upon the location and extent of the asphalt cut and extending at least twenty (20) ft either side.
 - b. Existing roads – Trench patch per Standard Detail.
 - c. Concrete Roads – Replace full concrete panel that is impacted.

3. The extent of street improvements associated with development shall be for the full distance of the property being developed. The width of the improvements shall be according to Table C-3 and the Town's Standard Roadway Sections.

TABLE C-3: PUBLIC STREET IMPROVEMENT REQUIREMENTS

Project Size	Pavement Width¹	Sidewalks and Street Lighting
2 – 4 units, residential 0 – 5,000 square feet (SF) commercial 0 – 10,000 SF industrial	Provide half of pavement width plus 10 feet; curb required on project side	Provide sidewalk on project side. No street lighting required.
5 – 20 residential lots 5,000 – 10,000 SF commercial 10,000 – 20,000 SF industrial	Provide full pavement width; curb required on project side	Provide sidewalk on project side. Street lighting required on project side.
More than: 20 units, residential 10,000 SF commercial 20,000 SF industrial	Provide full pavement width; curb required on project side	Provide sidewalk on project side. Street lighting required on project side.

¹ Refer to Section E for design illustrations

4. Curves:

- Horizontal curves: Where a deflection angle of more than 10 degrees in a street alignment occurs, a curve of reasonably long radius shall be introduced, subject to review and approval by the Town's Engineer.
- Vertical curves: All changes in grade shall be connected by vertical curves of a minimum length of 200 feet unless specified otherwise by the Town's Engineer.
- Tangents for reverse curves: A tangent of at least 200 feet in length shall be provided between reverse curves for arterials, 150 feet for collectors, and 100 feet for residential access streets.

5. Arterial streets:

- Rights-of-way shall be 60 feet to 150 feet in width as determined by the Town. The design standards will be established on a case-by-case basis in accordance with the existing layout and the Town's comprehensive plan.
- Grades shall not exceed 10 percent.
- Pavement thickness design for new or widened arterials shall be based on standard engineering procedures. A minimum of 4" is required.

6. Cul-de-sacs shall have a minimum paved radius of 45 feet with a right-of-way radius of 55 feet.

7. Alleys may be used for vehicular access to adjacent lots but are not to be considered as primary access for emergency vehicles. The alley right-of-way shall be 20 feet.

8. Private streets, when allowed:
 - a. The easement shall be a minimum of 26 feet and the pavement shall be at least 20 feet wide.
 - b. The turn-around must be as approved by the Town's Engineer and Fire Chief.
 - c. Drainage improvements to meet the standards described herein must be provided.
 - d. The street section shall equal the section as shown in this manual's standard details.
 - e. The grade shall not exceed 15 percent except as approved by the Town's Engineer.

CONSTRUCTION INFORMATION

1. An approved copy of construction plans must be on site whenever construction is in progress.
2. It shall be the sole responsibility of the contractor to obtain street use and any other related permits prior to any construction activity in the Town right-of-way.
3. Prior to any construction activity, the Town must be contacted for a preconstruction meeting.
4. All locations of existing utilities supplied by the Town have been obtained from available records and should therefore be considered approximate only and not necessarily complete. It is the sole responsibility of the contractor to independently verify the accuracy of all utility locations, and to further discover and avoid any other utilities that may be affected by his work by calling the utilities underground location service at 1-800-424-5555 prior to construction. The contractor shall immediately contact the owner if a conflict exists.
5. All material shall be new and undamaged, of an approved brand, and with replacement and repair parts, if applicable, readily available in the general Bellingham/Everett/Seattle area.
6. All materials shall be approved by the Town prior to installation.
7. The inspector shall be notified 2 working days in advance of construction. Where work is to be done on the weekend, the inspector shall be notified one week in advance of such work.
8. For sewer and storm drains, if applicable, cut sheets shall be given to the inspector two working days in advance of construction for the purpose of checking. All cut sheets used on the job site shall be issued through the Town's inspector. Line and grade shall be checked at each hub. Cut sheets shall show cuts at the first 25- and 50-foot stations out of each downstream manhole, then every 50 feet thereafter and at all manholes.
9. At the Public Works Director's discretion, prior to commencing any construction, the Developer shall provide photographs depicting pre-existing roadway conditions. Photographs, when required, shall be taken every 50 feet in paved areas or at any other location as specified by the Public Works Director. The photos shall be provided electronically on a CD with an accompanying electronic document describing each photo.
10. Signing, flagging, and traffic control shall be in accordance with this manual and the most recent editions of the WSDOT Traffic Manual and the Manual of Uniform Traffic Control Devices.

11. Existing drainage ditches, culverts, etc., shall be kept clean at all times. Temporary diversion of any drainage system will not be permitted without the consent of the Public Works Director. Any drainage culvert, catch basin, manhole, or other drainage structure disturbed by excavation shall be replaced with new material or repaired to the satisfaction of the Public Works Director. Temporary erosion/sediment control measures shall be employed to protect adjacent property and storm drain facilities.
12. Gravel shoulders disturbed by excavation shall be shaped to Town standards and provided with a minimum of 2 inches compacted crushed surfacing top course gravel.
13. If, in the opinion of the Public Works Director, weather conditions deteriorate to the point where the traveled roadways are unsafe for the public or detrimental to the restoration of the roadway, excavation shall cease immediately and cleanup shall be promptly accomplished.
14. All pipe or other material stored along Town right-of-way must be placed at a safe distance from the traveled roadway in such a manner as to avoid falling onto the roadway.
15. No excess or unsuitable material shall be wasted on Town right-of-way. Any such material dumped on private property may require a grading permit. Verify with the Town's Planning Department.
16. Street surfaces shall be cleaned at the end of each day's operation with a power broom or other approved means.
17. No open cut crossing of Town roads or streets shall be made without the prior approval of the Public Works Director.
18. The Maximum amount of open trench on streets shall be 500 feet. At the end of each day, all ditches must be Backfilled or covered with steel plates.
19. Final cleanup—including complete restoration of shoulders; cleaning of ditches, culverts, and catch basins; and removal of loose material from back slopes of ditches—shall not be more than 1,500 lineal feet behind excavation operations or as required by the Public Works Director.
20. The permittee will be responsible to coordinate with Washington State Department of Natural Resources for any conflict between permit work and existing monumentation.
21. To remove existing asbestos cement pipe from trenches, a fee and permit is required from the Northwest Clean Air Agency (www.nwcleanair.org). In addition, Washington State Department of Labor and Industries requires that operators removing asbestos cement pipe be certified.
22. The contractor's Certificate of Insurance and Performance Bond shall be provided to the Town prior to the start of construction.

23. Construction certification and follow-up procedures:
 - b. All infrastructure system construction activity must be coordinated through the Town.
 - c. The Town will inspect the construction and will observe testing prior to authorizing connection to an existing system. All inspection and testing costs are to be paid by the Developer.
 - d. Testing may include soils paving compaction, pressure, and purity, as applicable.
 - e. Backflow prevention devices must be initially tested and certified prior to being placed into service.

EASEMENTS

Legal descriptions for easements for all portions of the utilities that lie outside of public street right-of-ways shall be signed and stamped by a professional surveyor and transmitted to the Town. The easements shall extend 5 feet beyond the utilities' centerlines and the utilities shall be centered in the easement with the appropriate separation. There shall be a separate easement provided for each lot that a utility crosses. These easements are required by the Town regardless of easements recorded with property deeds or plats.

Easements must be approved by the Town before any connections are made.

MODIFICATION OF PLANS FOR THE CONSTRUCTION RECORD—“AS-BUILTS”

When the Contractor completes the work within the rights-of-ways and easements and the surface features—if applicable—have been adjusted to the finish grade, the plans shall be revised to conform to the construction record. The location of the underground features, including manhole inverts and horizontal alignment, shall be verified by a professional land surveyor. The drawings shall include the current date and final plat information including right-of-ways and easements. The as-built drawings shall certify that the facility has been constructed as shown on the as-built plans and meets the approved plans and specifications.

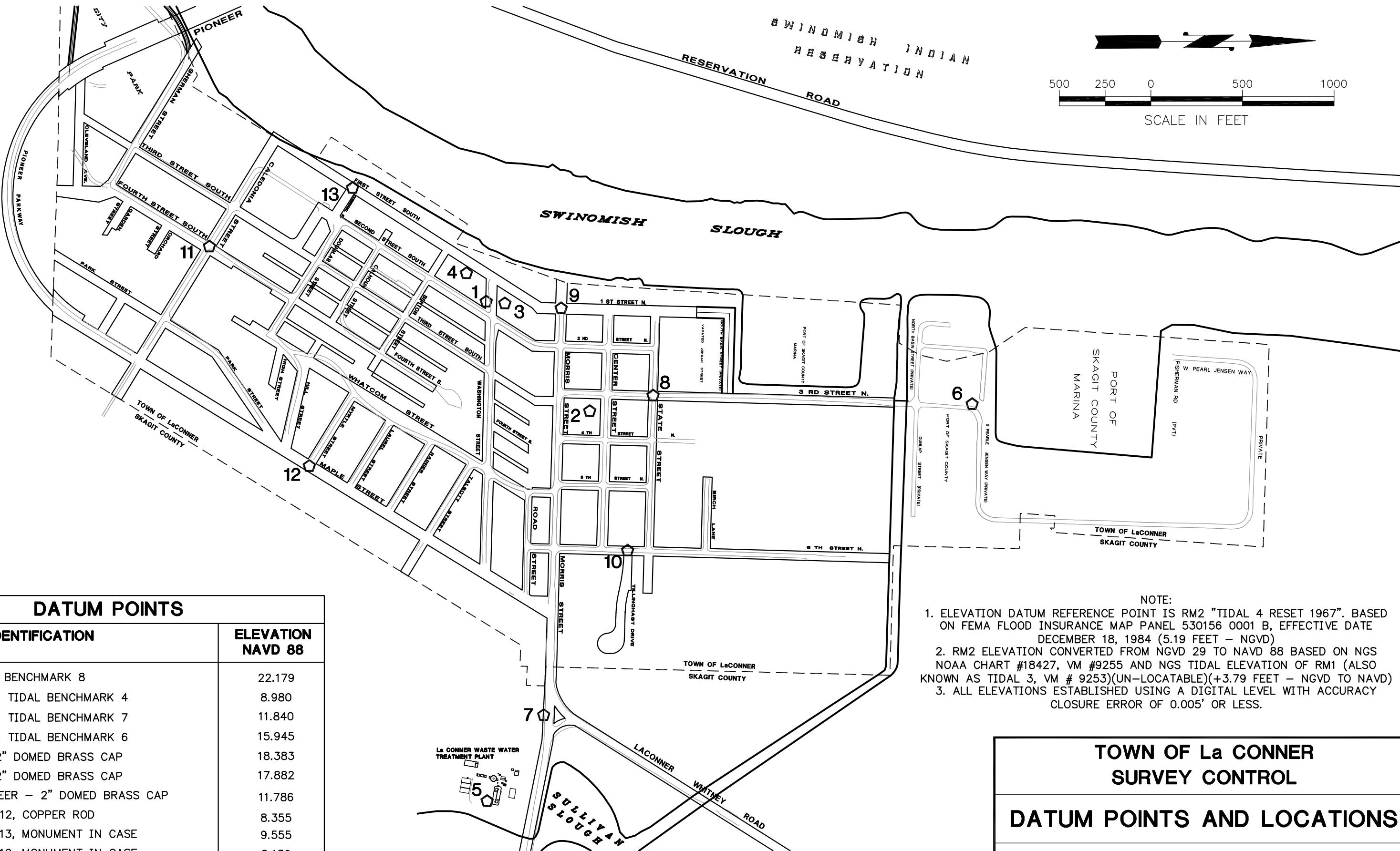
An as-built mylar and two sets of prints, stamped by an engineer licensed in the State of Washington, shall be submitted to the Town within 30 days of final inspection. In addition, an electronic file of all final as-built drawings using AutoCAD 2000 or later shall be submitted to the Town on a CD or DVD.

GENERAL NOTES

The text below is to be included on the construction drawings.

1. All construction shall conform to the requirements of the Town of La Conner that are contained in a bound volume entitled "Infrastructure Improvements Project Manual."
2. The location of the existing utilities shown on the drawing is approximate. Location and protection of underground utilities shall be in accordance with Chapter 19.122 RCW. Call 800-424-5555 at least two business days before any excavation.
3. Replace any damaged or destroyed monuments.
4. This plan and profile information has been furnished by the developer or his engineer.
5. Minimum separation between sanitary sewers and potable water lines shall be 10 feet horizontally (measured side to side) and 18 inches vertically from bottom of water line to crown of sewer. Minimum vertical separation for perpendicular or oblique crossings shall be 3 feet from outside edges. Situations that require less than minimum separation shall be constructed in accordance with DOE's "Criteria for Sewage Works Design", latest edition.
6. The Developer shall be responsible for acquiring all necessary easements and agreements prior to construction.
7. A plug shall be placed in the outlet pipe of the existing manhole to which new pipe is to be connected or in the outlet of the first new manhole. This plug shall remain in place and may not be removed without the permission of the Town of La Conner. Removal will result in forfeiture of the system isolation deposit.

CAUTION - EXTREME HAZARD - Overhead electrical service lines are generally not shown on the drawings. Electrical lines shown on the drawings are located by point-to-point, power-pole-to-power-pole connection. The contractor is responsible for determining the extent of any hazard created by overhead electrical power in all areas and shall follow procedures during construction as required by law and regulation. Prior to construction, the contractor shall meet with utility owners and determine the extent of hazard and remedial measures, and shall take whatever precautions may be required.



TOWN OF La CONNER SURVEY CONTROL
DATUM POINTS AND LOCATIONS

CHS
ENGINEERS

12507 BEL-RED RD. STE. 101 BELLEVUE, WA 98005-2500
www.chsengineers.com
TEL 425-637-3693

REF NO. 1

Town of La Conner DATUM Points

IDENTIFICATION:

RM 1, Tidal Benchmark 8: Southwest corner of intersection of Washington and Second Streets at top of slope and southwest of 3" tree. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 511796.34

Easting: 1236473.77

NAVD88 Elevation: 22.179

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

3" brass disk set in concrete. Stamped: "TIDAL 8 1972" "US COAST & GEODETIC SURVEY BENCH MARK"

REF NO. 2

Town of La Conner DATUM Points

IDENTIFICATION:

RM 2, Tidal Benchmark 4: Behind Station House 315 Morris set in concrete pad at South face of building. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 512361.73

Easting: 1237072.22

NAVD88 Elevation: 8.980

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

3" brass disk set in concrete. Stamped: "TIDAL 4 RESET 1967" "US COAST & GEODETIC SURVEY BENCH MARK"

REF NO. 3

Town of La Conner DATUM Points

IDENTIFICATION:

RM 3, Tidal Benchmark 7: Set at South East corner of Post Office loading dock, 125 South First St. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 511898.44

Easting: 1236483.09

NAVD88 Elevation: 11.840

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

3" brass disk set in loading dock. Stamped: "TIDAL 7 1972" "US COAST & GEODETIC SURVEY BENCH MARK"

REF NO. 4

Town of La Conner DATUM Points

IDENTIFICATION:

RM 4, Tidal Benchmark 6: Set in rock behind the Northeast corner of retail store at 509 First St. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 511688.37

Easting: 1236317.38

NAVD88 Elevation: 15.945

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

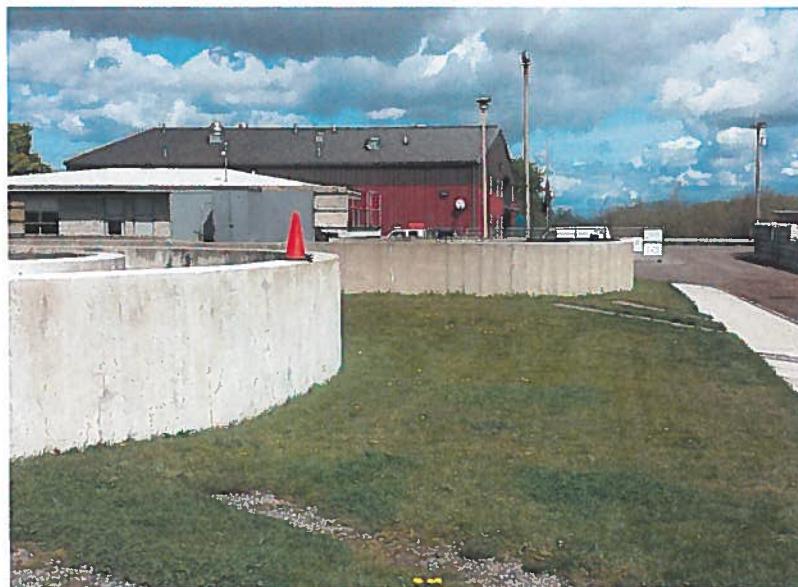
3" brass disk set in rock. Stamped: "TIDAL 6 1972" "US COAST & GEODETIC SURVEY BENCH MARK"

REF NO. 5

Town of La Conner DATUM Points

IDENTIFICATION:

Set 2" domed brass cap with punch on the top of East wall of Oxidation Ditch #2 at Waste Water Treatment Plant, La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 511801.68

Easting: 1239200.91

NAVD88 Elevation: 18.383

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

Set 2" domed brass cap with punch on the top of East wall of sewage treatment tank at sewage treatment site, Stamped:

REF NO. 6

Town of La Conner DATUM Points

IDENTIFICATION:

Set 2" domed brass cap with punch on the East edge of a 7.2' diameter round concrete pad on the West side of Third St. near the La Conner Marina, La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 514449.68

Easting: 1237032.70

NAVD88 Elevation: 17.882

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

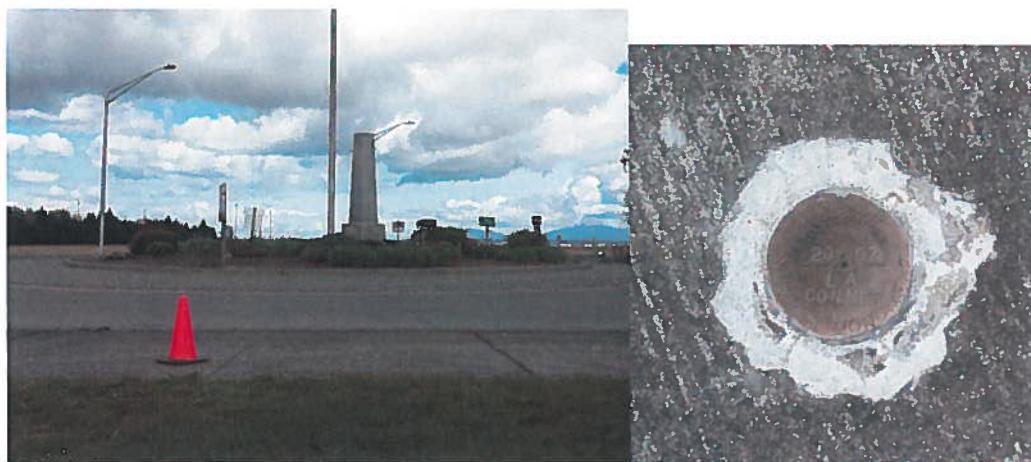
Set 2" domed brass cap with punch on the East edge of a 7.2' diameter round concrete pad on the West side of Third St. near the La Conner Marina. Stamped:

REF NO. 7

Town of La Conner DATUM Points

IDENTIFICATION:

La Conner Pioneers Monument - 2" domed brass cap with punch on the Southern quadrant of the traffic circle of Morris St. & La Conner Whitney Road, La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 512136.16

Easting: 1238766.39

NAVD88 Elevation: 11.786

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

2" domed brass cap with punch on the Southern quadrant of the traffic circle of Morris St. & La Conner Whitney Road, in the middle of the sidewalk. Stamped: "WSDOT 2007 LA CONNER"

REF NO. 8

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-12, Copper Rod: found 1/8" copper rod in concrete base in pot hole (no case) 0.3 deep at intersection of 3 rd St. and State St. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 512707.55
Easting: 1236987.26

NAVD88 Elevation: 8.355

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

Found 1/8" copper rod in pot hole in concrete base (no case) 0.3 deep at intersection of 3 rd St. and State St. La Conner, Skagit Co. Wa.

REF NO. 9

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-13, Monument in case: Found 2 1/2" brass disk with punch, 0.6 ft. deep at intersection of First St. and Morris St. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 512205.81
Easting: 1236510.94

NAVD88 Elevation: 9.555

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

Found 2 1/2" brass disk with punch, 0.6 ft. deep at intersection of First St. and Morris St. La Conner, Skagit Co. Wa.

REF NO. 10

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-10, Monument in case: found 1/2" rebar with yellow plastic cap-- LS #22960 in 4" x 4" concrete base 0.4 ft. deep at intersection of N 6th St. and Tillinghast Dr. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 512568.69
Easting: 1237833.78

NAVD88 Elevation: 8.130

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

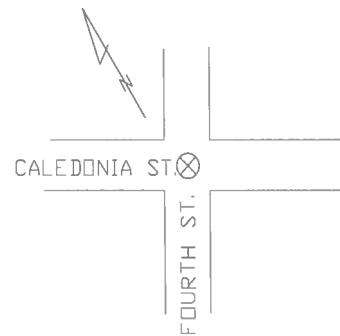
Found 1/2" rebar with yellow plastic cap-- LS #22960 in 4"x4" concrete base 0.4 ft. deep at intersection of N 6th St. and Tillinghast Dr. La Conner, Skagit Co. Wa.

EF NO. 11

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-7, Monument in case: found 1" iron pipe with lead and tack in case at intersection of 4th St. and Caledonia St. Depth 0.3ft. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 510285.33
Easting: 1236171.60

NAVD88 Elevation: 8.074

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

1" iron pipe with lead and tack in case at intersection of 4th St. and Caledonia St. Depth 0.3ft. La Conner, Skagit Co. Wa.

REF NO. 12

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-9, Monument in case: found 2 1/2" brass disk with punch in case 0.6 ft. deep at intersection of Myrtle St. and Maple Ave. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 510830.77
Easting: 1237369.89

NAVD88 Elevation: 8.629

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

2 1/2" brass disk with punch in case 0.6 ft. deep at intersection of Myrtle St. and Maple Ave. La Conner, Skagit Co.

REF NO. 13

Town of La Conner DATUM Points

IDENTIFICATION:

CHS-8, Monument in case: found 3" domed brass disk with punch in case 0.4 ft. deep at intersection of 1st St. and Commercial St. La Conner, Skagit Co. Wa.



COORDINATES: US STATE PLANE GPS WA N-4601 NAD83

Northing: 511066.68

Easting: 1235851.78

NAVD88 Elevation: 13.560

NGVD 29 = NAVD 88 - 3.79 FEET

REFERENCE DOCUMENT: Project # 201400 - Control

MONUMENT DESCRIPTION:

3" domed brass disk with punch in case 0.4 ft. deep at intersection of 1st St. and Commercial St. La Conner, Skagit Co. Wa.

SECTION D: STANDARD FORMS

This section includes examples of the forms that are typically needed over the course of a project that involves infrastructure improvements. The following forms are included herein:

- Performance and Payment Bond
- Easement Agreement
- Easement figure example
- Easement Release
- Conveyance of Facility
- Certification of Costs of Construction
- Release of Encumbrance
- Sample Insurance Form
- 11-Month Inspection Form
- Maintenance Bond Form
- Reimbursement (Latecomers) Form

Town of La Conner

PERFORMANCE AND PAYMENT BOND FOR INFRASTRUCTURE IMPROVEMENTS RELATED TO DEVELOPMENT

Project: _____

Project No.: _____ Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, the Contractor named in the Agreement to perform infrastructure improvements, hereinafter referred to as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the State of Washington, and unto the Town of La Conner, hereinafter called the Owner named in said Agreement, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, assigns, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has been permitted by the Owner via a written Agreement, dated _____, 20____, to provide such Work in connection with the _____ Project in La Conner, County of Skagit, State of Washington;

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Agreement during the period of the original Agreement and any extensions thereof that may be granted by the Owner, with or without notices to the Surety; and during the life of any guarantee required under the Agreement; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived; and furthermore shall pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such principal or subcontractors with provisions and supplies for the carrying on of such work; and shall indemnify and save harmless the Owner from all costs and damage by reason of the Principal's default of or failure to do so; and shall pay the State of Washington sales and use taxes and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington, then this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this _____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

PRINCIPAL

TWO WITNESSES:

:

ATTEST (if Corporation):

By: _____

Title: _____

Corporate Seal:

SURETY

By: _____

Title: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond, that _____
who signed the said Bond on behalf of the Principal was _____
of said Corporation, that I know his signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

After Recording Please Return To:

Attn:
Town of La Conner
Post Office Box 400, 2nd and Douglas
La Conner, Washington 98257
(360) 466-3125

Document Title(s): _____ Easement

Reference Number(s) of Documents Assigned or Released: _____

Grantor(s): (Print Last name, First name, and Initials) _____

1. _____

Grantee(s): Town of La Conner

Legal Description (abbreviated): _____

[] Additional legal description is on page one of document or attached.

Assessor's Property Tax Parcel / Account Number: _____

EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by
and between the TOWN OF LA CONNER, a municipal corporation of Skagit County,
Washington, hereinafter termed "Grantee" and

hereinafter termed "Grantor".

WITNESSETH:

That the said Grantor, for valuable consideration, does by these presents grant unto the
Grantee a perpetual right-of-way or easement for a utility corridor with the necessary
appurtenances through, over, and across the following described property situated in Skagit
County, Washington, more particularly described as follows:

<<Insert or attach stamped and signed legal description>>

a permanent easement over, across, along, in, upon and under the following described
portion of the above-described property:

<<Insert or attach legal description of the easement>>

A sketch showing this easement and its location accompanies this description and by
reference thereto is made a part hereof.

See attached Exhibit A

That said Grantee shall have the right without prior institution of any suit or proceeding
at law, at such times as may be necessary, to enter upon said property for the purpose of
constructing, repairing, altering, or reconstructing said utilities, or making any connections
therewith, without incurring any legal obligation or liability therefor; provided that such

constructing, repairing, altering, or reconstructing of said utilities shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or, in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the utility main and so long as no permanent buildings or structures are erected on said easement.

This easement shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns.

GRANTOR:

CORPORATE SEAL: By: _____

By: _____

By: _____

ATTEST: _____

By: _____

Title: _____

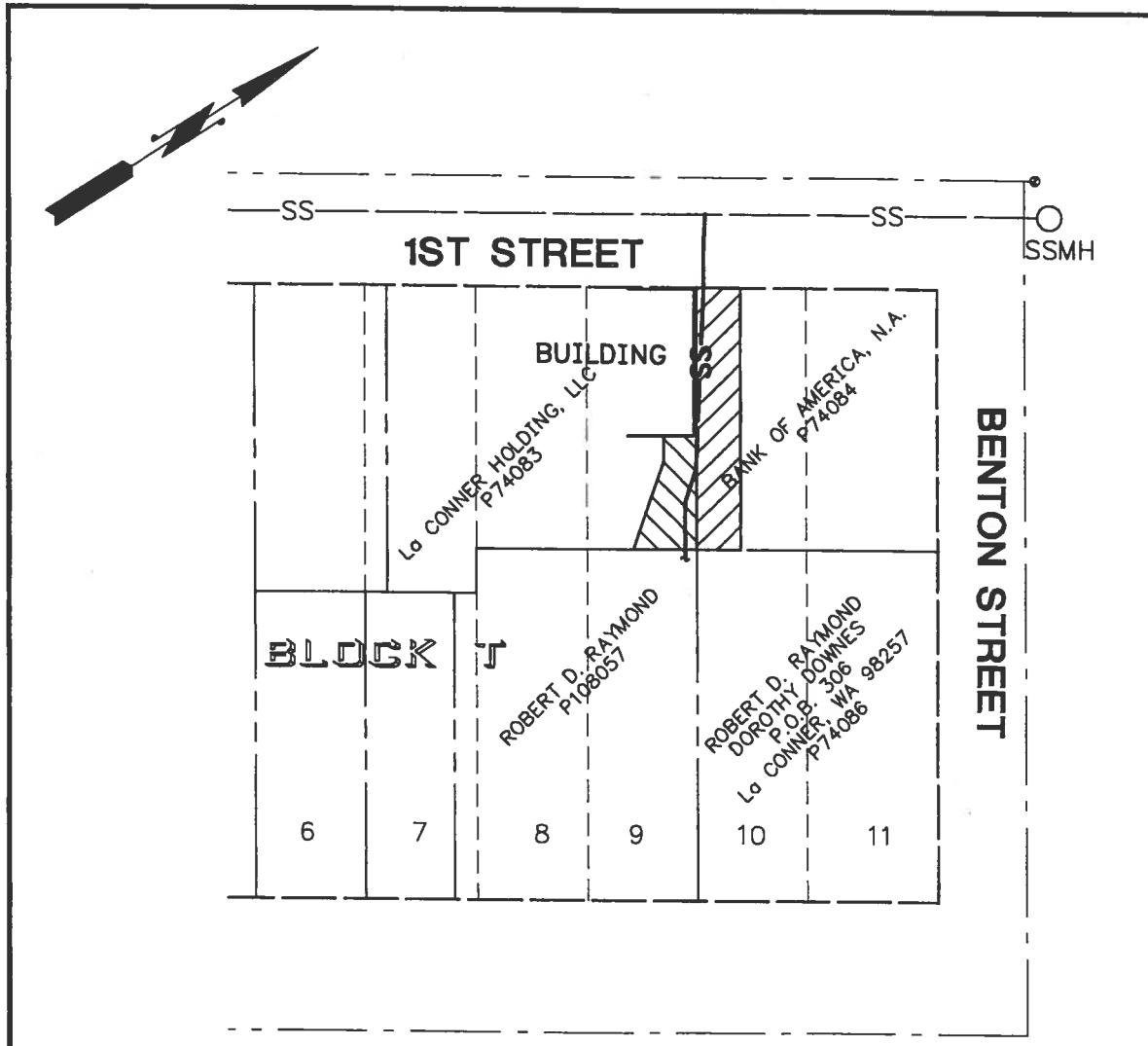
STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)
)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the _____

_____ of the _____, [change entire paragraph to match Conveyance? Or clarify what these two blanks are for and take out the "oath" part?] who executed the foregoing instrument, and acknowledge that s/he signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said Corporation.

Notary Public in and for the State of
Washington, residing at _____

Appointment expires _____



2ND STREET

EXHIBIT A

**TOWN OF LaCONNER
SANITARY SEWER
EASEMENTS IN SE 1/4 36-34-02**



SCALE IN FEET

P74084 Tax Lot Number

Permanent Easement

CHS	12507 BEL-RED ROAD SUITE 101 BELLEVUE, WA 98005-2500	Scale 1" = 40'
CHS ENGINEERS,LLC	TEL (425) 637-3693 FAX (425) 637-3694	
Drawn by <u>VLG</u> Checked by <u>HB</u>	Approved by <u>EH</u> Date <u>12-04</u>	Sheet <u>1/1</u>

Town of La Conner

EASEMENT RELEASE FORM

EASEMENT NO. _____

PROPERTY OWNER'S APPROVAL OF EASEMENT RESTORATION

I(We), the undersigned owner(s) of property identified as

_____ (address or property description)

do hereby approve and accept the restoration work done by

_____,
the Contractor that performed the construction, operation, and/or maintenance activities
upon the utility(ies) on easements over and across my (our) property.

SIGNED _____

DATE _____

Town of La Conner

CONVEYANCE OF UTILITY FACILITIES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
____ hereby grants, bargains, sells and conveys to
the TOWN OF LA CONNER, a municipal corporation, the following described property located
in Skagit County, Washington:

ALL of the Water Facility, Sewer Facility, Stormwater Facility, and Streets heretofore
constructed as part of the Infrastructure Improvement Project known as
_____.

The **Water Facility** is more specifically described as follows:

<u>Pipe Size/Type</u>	<u>Approx. Length</u>	<u>On</u>	<u>From</u>	<u>To</u>
_____.	_____ LF			
_____.	_____ LF			
_____.	_____ LF			

Including valves, fire hydrants, specialty valves, services and other appurtenances, all
within public right-of-way and/or easements.

The **Sewer Facility** is more specifically described as follows:

<u>Pipe Size</u>	<u>Approx. Length</u>	<u>On</u>	<u>From</u>	<u>To</u>
_____.	_____ LF			
_____.	_____ LF			
_____.	_____ LF			

Including manholes, side sewers, tees, wyes, and other appurtenances, all within public
right-of-way and/or easements.

The **Stormwater Facility** is more specifically described as follows:

<u>Pipe Size</u>	<u>Approx. Length</u>	<u>On</u>	<u>From</u>	<u>To</u>
_____.	_____ LF			

_____. _____ LF
_____. _____ LF

Including catch basins, oil/water separators, and other appurtenances, all within public right-of-way and/or easements.

The **Street Facility** is more specifically described as follows:

Pavement <u>Width</u>	Approx. <u>Length</u>	On _____	From _____	To _____
_____ LF	_____ LF			
_____ LF	_____ LF			
_____ LF	_____ LF			

Including sidewalks, curbs, and other improvements, all within public right-of-way.

In making the conveyance, the undersigned warrants to the Town that all claims for labor, material, and/or taxes and other indebtedness that might be a lien against said Facility(ies) have been paid and further guarantees to the Town for the period of one year from the date of this instrument, that said Facility(ies) be free of defects in labor and material.

The undersigned further warrants to the Town that s/he owns said Facility(ies) free and clear of all encumbrances and has full right, title, and right to dispose of same.

The execution of this conveyance hereby ratifies the Infrastructure Improvements Agreement.

DATED this _____ day of _____, 20_____.

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that s/he(they) signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned,

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

**CERTIFICATION OF COSTS OF CONSTRUCTION
OF INFRASTRUCTURE IMPROVEMENTS CONVEYED TO
THE TOWN OF LA CONNER**

The undersigned is the Developer of the Infrastructure Improvement Project known as _____ and has, pursuant to an agreement with the Town of La Conner dated the _____ day of _____, 20____, constructed certain utility and/or street facilities that, after connection to the existing system(s) of the Town of La Conner, are to be conveyed to the Town by the Developer.

In accordance with the terms of the said Infrastructure Improvements Agreement between the undersigned and the Town of La Conner, the undersigned hereby certifies that the costs of construction of the facility(ies) being conveyed to the Town pursuant to said Infrastructure Improvements Agreement are as follows:

Water Facility:

A. Materials	\$ _____
B. Labor	\$ _____
C. Engineering	\$ _____
D. Permits & Fees	\$ _____
E. Other Costs	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total costs of construction of facility:	\$ _____

Sewer Facility:

A. Materials	\$ _____
B. Labor	\$ _____
C. Engineering	\$ _____
D. Permits & Fees	\$ _____
E. Other Costs	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total costs of construction of facility:	\$ _____

Stormwater Facility:

A. Materials	\$ _____
B. Labor	\$ _____
C. Engineering	\$ _____
D. Permits & Fees	\$ _____
E. Other Costs	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total costs of construction of facility: \$ _____**Street Facility:**

A. Materials	\$ _____
B. Labor	\$ _____
C. Engineering	\$ _____
D. Permits & Fees	\$ _____
E. Other Costs	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total costs of construction of facility: \$ _____

CERTIFIED TO THE TOWN OF LA CONNER

By _____
(insert name of developer if an individual or corporation if a corporate developer)

By _____, President

Corporate Seal By _____, Secretary

INDIVIDUAL ACKNOWLEDGEMENT: _____

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)
)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me

that s/he(they) signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington,
residing at _____
Appointment expires _____

Town of La Conner

RELEASE OF ENCUMBRANCE

WITNESSETH:

That the Town of La Conner, a municipal corporation of Skagit County, Washington, ("the Town") and _____ ("the Developer") entered into an Agreement on the _____ day of _____, 20____, for construction of infrastructure improvements in association with the project known as _____:

and,

The Agreement was an Agreement of Restriction encumbering the Developer, and

The Developer has now satisfactorily performed all of the terms and conditions of the Agreement,

NOW, THEREFORE, the Town quit claims and releases unto the Developer any encumbrance held by the Town against the Developer.

TOWN OF LA CONNER
Skagit County, Washington



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/DD/YYYY

PRODUCER NAME AND ADDRESS OF AGENT		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME AND ADDRESS OF AGENT		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: INSURANCE CARRIER #1	
		INSURER B: INSURANCE CARRIER #2	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGE

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	XXXXXXX	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00
					MED EXP (Any one person)	\$ 1,000,000.00
					PERSONAL & ADV INJURY	\$ 1,000,000.00
					GENERAL AGGREGATE	\$ 50,000.00
					PRODUCTS - COMP/OP AGG	\$ 5,000.00
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$ 2,000,000.00
	DEDUCTIBLE				AGGREGATE	\$ 2,000,000.00
	RETENTION \$					\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XXXXX (OR LABOR AND INDUSTRIES ACCOUNT #)	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHR
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE - EA EMPLOYEE				\$	
	E.L. DISEASE - POLICY LIMIT				\$	
OTHER ASBESTOS	XXXXXX	MM/DD/YY	MM/DD/YY			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OWNER AND CONSULTING ENGINEER ARE NAMED AS "INSUREDS AS RESPECTS WORK DONE ON THEIR BEHALF BY THE NAMED INSURED, PER ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF LA CONNER PO BOX 400 204 DOUGLAS LA CONNER, WA 98257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

INSURANCE QUESTIONNAIRE

****NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE**

Contractor: _____
Project: _____
Ref. #: _____
Owner: _____

Are the following coverages and/or conditions in effect?

YES NO

The Policy form is ISO Commercial General Liability form CG 00
01 or CG 00 02 (circle one). If NO, attach a copy of the policy
with required coverages clearly identified

_____ _____

Products and Completed operation coverage

_____ _____

Cross Liability clause (or equivalent wording)

_____ _____

Personal Injury Liability coverage
(with employee exclusion deleted)

_____ _____

Broad Form Property Damage with X, C and U Hazards included

_____ _____

Blanket Contractual Liability coverage applying to this contract

_____ _____

Employers Liability – Stop Gap

_____ _____

Deductibles or SIR's:

GL _____ AL _____

Excess _____

Insuror Best Rating

GL _____ AL _____

Excess _____

This Questionnaire is issued as a matter of information. This Questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate Of Insurance.

Agency/Broker

Completed by (type)

Address

Completed by (signature)

Name of person to contact

Telephone number

Town of La Conner

11 - MONTH INSPECTION

Check all that apply: Sewer Water Stormwater Roads

Final inspection report for:

1. Name of development: _____
2. Contractor: _____
3. Developer: _____
4. Date of inspection: _____
5. Inspector: _____

INSPECTION CHECKLIST:

- a. Condition of roadway and associated improvements: _____

- b. Condition of sewer facilities, including main and manholes: _____

- c. Condition of water facilities, including hydrants and valves: _____

d. Condition of stormwater facilities, including drains and detention facilities:

e. Other observations:

f. What conditions need to be corrected in order to approve project. Use additional page(s), if necessary:

Town of La Conner

MAINTENANCE BOND

Project: _____

Project No.: _____ Bond No.: _____

Check all that apply: Sewer Water Stormwater Roads

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, the Contractor named in the Agreement to perform infrastructure improvements, hereinafter referred to as PRINCIPAL, and _____, a corporation organized and doing business under and by virtue of the laws of the State of Washington, and duly licensed to conduct a general surety business in the State of Washington as SURETY, are held and firmly bound unto the State of Washington, and unto the Town of La Conner, hereinafter called the Owner named in said Agreement, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, assigns, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is that the above named Principal has caused to be constructed certain infrastructure improvements within the corporate or utility service area of the Town of La Conner.

THE FURTHER CONDITION is that the undersigned warrants the performance and guarantees the workmanship and materials used in the construction of the utility facility(ies) and will make repairs, correct deficiencies, and perform other than routine maintenance for a period of one year from the acceptance by the Town of said facility(ies) as constructed to Town standards.

IN ADDITION, if the facility(ies) requires repairs or maintenance within the one-year period, the parties agree to reimbursement as follows:

1. The Town shall perform all emergency repairs. If damage was caused because of faulty workmanship, materials, or design, then the Town shall be reimbursed for its efforts. If the emergency did not relate to the workmanship, materials, or design, then the Town shall bear the costs of repair.
2. If the repair or maintenance is not of an emergency nature but still is the result of faulty workmanship, materials, or design, then the Town shall give the undersigned a seven- (7) day written notice to repair the damage, which will be repaired by the undersigned at their expense. If, after seven (7) days, the repairs are not done or efforts to rectify the situation are not agreed to, the Town shall then do the work at the expense of the undersigned.

3. If it is routine maintenance or repair not related to the workmanship, materials, or design of the facility(ies), then the Town shall perform the work at its own expense.

At the end of 11 months, the undersigned shall request the Town to cause an inspection of the utility facility(ies) and, if found to be in condition satisfactory to the Town, then this obligation shall become null and void, and any remaining funds shall be returned to the undersigned; otherwise this bond shall remain in full force and effect until the facilities are placed in satisfactory condition.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this _____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

PRINCIPAL

TWO WITNESSES:

:

ATTEST (if Corporation):

By: _____

Title: _____

Corporate Seal:

SURETY

By: _____

Title: _____

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond, that _____ who signed the said Bond on behalf of the Principal was _____ of said Corporation, that I know his signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

Town of La Conner
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, between TOWN OF LA CONNER, a municipal corporation ("Town") and _____ ("Owner").

RECITALS:

A. The Town is a duly organized water, sewer and stormwater utility provider under the laws of the State of Washington, and is empowered to furnish utility service, among other things, to property owners within and without the Town in the manner provided by law; and

B. Owner heretofore entered into a Developer Extension Agreement ("Agreement") with Town for the construction and installation of water and/or sewer and/or stormwater system extension to provide service to the property (Developed Area) described in the Agreement; and Owner completed installation of the system extension in accordance with the terms of the Agreement, portions

of which are a benefit to real property within (and without) the Town other than the Developed Area, which consists of water and/or sewer and/or stormwater lines of a size and location described on Exhibit "B" attached hereto and designated "Extension Facilities"; and Owner is entitled to reimbursement from developers and real property owners seeking connection to such facilities for the cost of such facilities in excess of Owner's fair pro rata share therefor, which costs have been determined as set forth below; and

C. The Town will collect charges from the owners of property within the Town, benefiting from the installation of the aforesaid Extension Facilities; and such charges are the sole source of funds for the Town from which reimbursement to the owner can and will be made, as and when the same are collected; and

D. The Town is permitted to enter into a Reimbursement Agreement with Owner under the provisions of RCW 35.91 *et seq.*; and the parties desire to enter into a written agreement with reference to the foregoing matter; Now, Therefore,

IN CONSIDERATION OF THE FOLLOWING terms and conditions, the Town and the Owner agree as follows:

1. **Completion of Facilities.** The installation of the Extension Facilities described on Exhibit "B" in the developed area have been completed by Owner under an extension agreement with the Town; and title thereto will be transferred to the Town, and such Facilities will be a part of the Town water and/or sewer and/or stormwater system.

2. **Records/Costs.** Owner has obtained and submitted to the Town accurate records which have been provided to the Town of the actual cost of installing such facilities in accordance with the Agreement; and the Town Engineer has reviewed and approved the costs of such Facilities as reasonable costs and Town accepts such costs as costs which are subject to reimbursement; and Town agrees to reimburse Owner in the manner and on the terms and conditions set forth in this agreement, in an amount not to exceed _____, less administrative costs incurred by the Town in collecting reimbursement charges. Owner agrees to reimburse the Town for all administrative costs incurred by the Town in collecting reimbursement charges. This reimbursement of collection related administrative costs and charges due from Developer to the Town shall be deducted from the amount reimbursed to the Owner as provided in Paragraph 3.B.2. herein.

3. **Method of Reimbursement.**

A. **Benefited Properties.** The properties benefiting from the installation of the Extension Facilities as determined in the sole discretion of the Town, and which did not contribute to the original cost thereof are as described on Exhibit "C" attached hereto.

B. **Charges.**

1. **Amount.** Prior to allowing a benefited property to connect to the Extension Facilities or any lateral or branch connected thereto, the Town shall collect the fair pro rata share of the cost of installing such facilities as a

charge from the owners of benefited properties. The benefited properties to which this provision shall apply are set forth on Exhibit "C". The amount of such reimbursement charges to be collected prior to each connection is also set forth on Exhibit "C". Such charges may include, but are not limited to, pro rata share of Town legal, engineering, administrative, set-up, handling and actual costs of the facility. Such reimbursement charges shall be in addition to all other Town charges in effect at the time of seeking connection to such extension facilities, including without limitation, general facilities fees. Upon application by affected property owners, the Town may further segregate reimbursement charges attributed to property benefited by the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

2. **Payment.** Town shall deduct from all reimbursement charges it collects an amount equal to ten percent (10%) of each collected amount to cover its administrative collection costs, and the remaining balance shall be paid over to Owner within sixty (60) days after receipt thereof.

C. **Payment Procedure.** The Town shall forward reimbursement funds referenced herein to Owner at Owner's address provided herein or to Owner's agent as authorized by Owner to the Town in writing. As a condition of receiving such reimbursement funds, Owner or Owner's agent shall execute a receipt to the Town for such reimbursement amounts so paid upon a receipt form provided by the Town. Such form shall include the legal description and name of the owner of the connecting property making payment of such amount to the Town.

In the event of dispute as to the rightful party to receive such funds, Town may pay the same to the Owner referenced herein or interplead such funds to the court; in either event, Town shall thereupon be relieved of any further obligation or of any liability hereunder as to such reimbursement funds so paid. The Owner shall indemnify the Town for any costs, including attorney fees, incurred by the Town in such interpleader action.

4. **Town Authority; Effective Date; and Contract Duration.** The Town is authorized to enter into this agreement by virtue of the provisions of RCW 35.91 et seq.; and this Agreement shall remain in full force and effect for a period of ten (10) years, beginning from the date of final acceptance of title to the extension facilities by the Town's Council. All of Owner's rights to reimbursement shall terminate upon expiration of said ten (10) year term, regardless of the status of reimbursement at that time.

5. **Recording.** This contract shall be recorded in the office of the Skagit County Auditor, Skagit County, Washington, immediately upon execution by the Town and the Owner.

6. **Agreement Implementation.** The Town will use its best efforts to collect and distribute the funds pursuant to the process set forth in this Agreement. However, the Town, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure was willful or intentional.

7. **General.** This Agreement constitutes the entire agreement between the parties. All exhibits referred to herein are by this reference made a part of this

Agreement as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

8. **Assignment**. The Owner shall not assign the whole or any part of this Agreement without the prior written consent of the Town, and in the event of such assignment shall notify the Town of the Name and address of the assignee.

TOWN OF LA CONNER

By: _____

Its: _____

OWNER:

By: _____

Its _____

Address _____

Telephone: _____

Town of La Conner
EXHIBIT B
to
Reimbursement Agreement
Facility Description and Cost

Description:

Applicable Cost:

Unit Cost

Town of La Conner
EXHIBIT C
to
Reimbursement Agreement
Benefited Property and Charges

Property 1

Legal Description:

Front Footage:

Assessed Charge

Property 2

Legal Description:

Front Footage:

Assessed Charge