



TOWN OF FRIDAY HARBOR
Post Office Box 219 • Friday Harbor, Washington 98250
(360) 378 - 2810 • www.fridayharbor.org

AGENDA
TOWN COUNCIL

Thursday, July 16, 2026 at 12:00 PM

Town Council Chambers - 60 Second Street

Zoom Webinar: <https://us02web.zoom.us/j/86062582578> ~ Meeting ID: 860 6258 2578

***Vision:** Honoring our past while building a thriving and sustainable future.*

***Mission:** To preserve and enhance our unique island community known for its small town, rural atmosphere, and natural beauty. To sustain a vital downtown that enriches the business community, honors history, celebrates the arts, and preserves our natural environment.*

Call to Order / Roll Call / Flag Salute

Set Agenda / Announcements

Public Comment

Consent Agenda

- Resolutions

Resolution No. 3034 - Ratifying Amendment No. 3 to Task Order No. 2 with Brown and Caldwell for the Water Treatment Plant Improvement Project

- Minutes

July 2, 2026, Regular Business Meeting

- Payments & Claims

Item	Type	Warrant #	EFT #	Dated	Amount
1	Claims	63785-63826		07/02/2026	\$289,093.80
2*	Payroll	20306-20316	33-35, 836,867-872	06/30/2026	\$426,875.68

Action and Discussion Items

- Public Works update on the Parking Improvement Project presented by Public Works Director Mike Liptack

Resolution No. 3035 - Authorizing a contract with Discount Fencing for the Public Parking Lot Improvement Project

- San Juan County Interlocal with Public Works Update presented by Town Administrator Denice Kulseth

Resolution No. 3036 - Authoring an interlocal agreement for Public Works with San Juan County

- Citizen Email (June 23, 2026) from Greg Maynard presented by Community Development Director Ryan Ericson

Director Reports

Committee Report

Administrator's Report

Public Comment

Executive Session - Pursuant to RCW 42.30.110 - 1 (i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party.

Future Agenda Items

Adjourn

RESOLUTION NO. 3034

A RESOLUTION BY THE COUNCIL OF THE TOWN OF FRIDAY HARBOR RATIFYING AMENDMENT NO. 3 TO TASK ORDER NO.2 WITH BROWN AND CALDWELL FOR ENGINEERING SERVICES FOR A FOURTH FILTER AS PART OF THE WATER TREATMENT PLANT IMPROVEMENT PROJECT.

WHEREAS, pursuant to Resolution 2733 dated May 19, 2022, the Town and Brown and Caldwell entered into a master agreement for on-call engineering services; and

WHEREAS, the Town has requested that Brown and Caldwell provide design, engineering and construction services to add a packaged filter system to the Water Treatment Plant under Task Order No. 2 in Resolution 2838 dated February 15, 2024; and

WHEREAS, pursuant to Resolution 2980 dated November 6, 2025, Amendment No2 to Task Order No.2 added additional engineering services during the 90% design phase bringing the total for Task Order No. 2 to \$1,099,354.00; and

WHEREAS, the Town was awarded two Drinking Water State Revolving Fund (DWSRF) loans to fund the design, construction, and construction support services for the project; and

WHEREAS, the federal funding associated with these loans requires additional review and compliance of the bidding documents; and

WHEREAS, a 100% design-level construction cost estimate is needed prior to bidding; and

WHEREAS, additional services from KBA, Inc., as a subconsultant to Brown & Caldwell, are required to provide bidding support and construction management planning, at an additional cost of \$133,788.00, resulting in a revised Task Order No. 2 total of \$1,233,142.00; and

WHEREAS, the additional costs of Amendment No. 3 are reimbursable through our existing two Drinking Water State Revolving Fund (DWSRF) loans;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is authorized to execute Amendment No. 3 to Task Order No. 2 with Brown and Caldwell for additional engineering services during the bidding process for the Fourth Filter Project at the Water Treatment Plant for an additional amount of \$133,788.00 and a total cost of \$1,233,142.00 is hereby approved.

Scope of Work is attached as Exhibit A.

Budget is attached as Exhibit B.

Schedule is attached as Exhibit C.

DULY PASSED AND ADOPTED this 16th day of July 2026.

TOWN OF FRIDAY HARBOR

Evan Perrollaz, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:

Jennifer M. Krembs, Town Clerk

701 Pike Street
Suite 1300
Seattle, WA 98101
Tel: 206-749-2294
www.browncaldwell.com

June 24th, 2026



Mr. Mike Liptack
Town of Friday Harbor
P.O. Box 219
Friday Harbor, Washington 98250

195706

Subject: Friday Harbor WTP Improvements Project – TO-2 Amendment 3

Dear Mike:

This Amendment 3 request is to expand the scope for Task Order 2 (TO-2) for the WTP Improvements Project, contracted under the existing masters services agreement on-call. This amendment covers scope for additional Bidding Support through the bidding process, specifically for permitting responses, updated construction cost estimate, bid document preparation, and planning for services during construction (SDCs). Time for KBA, Inc. to support the Town through the bidding process is also included with KBA as a subcontractor to Brown & Caldwell.

Since the last project Amendment (Amendment 2 in October 2025), the Town was awarded a second Drinking Water State Revolving Fund (DW SRF) loan with 35% forgiveness in the amount of \$2.23M, for a total SRF loan funding amount of \$6.7M. The loans are estimated to cover the construction costs, design fees, and services during construction including construction management. This Amendment 3 is reimbursable with the two SRF loans.

Amendment 3 Request: **\$133,788**

Enclosed are the following exhibits:

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Schedule

Sincerely,

BROWN AND CALDWELL

A handwritten signature in dark ink, appearing to read "Joanie Stultz".

Joanie Stultz, P.E.
Project Manager

Enclosure: Exhibits A, B, C



Exhibit A: Scope of Work

701 Pike Street, Suite 1300
Seattle, WA 98101-2310
T: 206.624.0100

Friday Harbor WTP Improvements Project

Town of Friday Harbor

June 24, 2026

Amendment 3

Project Background

Brown and Caldwell is currently under contract to provide design and services during construction to expand the Town of Friday Harbor (Town) water treatment plant (WTP) for the WTP Improvements Project. The contract is Task Order 2 (TO-2) under the master services on-call with the Town. This Amendment (Amendment 3) is for additional permitting response, updated construction cost estimate, and bid document support, and preparation for services during construction (SDCs). This Amendment also includes subcontracting with subconsultant, KBA Inc, for construction management services to provide review of the bid package and to provide support to the Town through the bidding process. A separate amendment will follow for SDCs and construction management, including in-office and field-based activities to be developed as a future scope of work.

Background:

The existing WTP has three filters operating below their original design capacity of 350 gpm, currently at about 200 gpm each. To restore the plant's full 700 gpm capacity, a fourth filter is being added. The Town also chose to convert the existing filters from pumped to gravity flow, directing effluent to a below-grade transfer tank. Design work determined that the only viable access for the tank is outside the building, extending beyond the current impervious area on the north side. At the June 16, 2025 Pre-Application Meeting, the Town's Planning Director confirmed that a Stormwater Site Plan (SSP) was required and a formal wetlands study was needed to confirm wetlands and stream buffer boundaries. These features are regulated under Friday Harbor Municipal Code (FHMC) Chapter 18.08. The Site Plan Review Application was submitted to the Town and is under review. The SEPA form was also submitted to the Town, and a determination of non-significance has been issued. The Project Engineering Report was submitted to the Department of Health, and comments were received requiring revisions to the design documents. The submittal of the 100% Design Construction Documents for DOH approval will be submitted June 26, 2026.

The Town was awarded a Drinking Water State Revolving Fund (SRF) loan with 35% forgiveness in the amount of \$4.5M. The loan was estimated to cover construction costs based on the planning level estimate (as of November 2024) of \$3.0M, with \$1.5M for design, permitting, and SDC's. The Class 1 90% construction cost estimate came in higher than the planning level estimate by \$1.8M at \$4.8M because of design changes and cost variability. To account for the additional anticipated costs, the Town applied for a



second \$2.23M loan to cover the difference, which was awarded in 2026. **The activities covered in this Amendment (Amendment 3) are reimbursable through the SRF loans.**

As stated in the TO-2 Contract, the previous level of effort for the original contract was based upon the outlined scope of services, and that any additional professional services identified beyond this scope that result in levels of effort in excess of the labor hours will be discussed with the Town and corresponding adjustment in compensation will be determined jointly by the Town and the Consultant. This Amendment 3 includes effort beyond the current scope of services.

A detailed level of effort is provided in Exhibit B, and the schedule to complete this work is provided in Exhibit C.

Summary of Amendment 3

Table 1 provides a summary of the proposed Amendment 3 budgets by Phase, accounting for additional effort required for added scope items.

Table 1. Summary of Amendment 3 Effort						
Phase	Task Name	Spent through May 21, 2026	Amount Left in contract for future work	Additional Request for Amendment 3	Current Contract Budget	Total Revised Budget
100	Project Management	\$83,894	\$257	\$22,339	\$84,151	\$106,490
200	Site Development	\$55,019	\$4,143		\$59,162	\$59,162
300	Preliminary Design	\$224,851	\$328		\$225,179	\$225,179
400	Intermediate Design	\$291,627	\$9,776		\$301,403	\$301,403
500	Final Design, Permitting, Wetlands Assessment	\$312,027	\$27,012		\$339,039	\$339,039
600	Bid Support/Construction Docs/SRF Compliance/KBA CM Support	\$51,639	\$5,637	\$111,449	\$57,276	\$168,725
800	Out of Scope (included in Amendment 2)	\$33,128	\$17		\$33,144	\$33,144
	Total	\$1,052,184	\$47,170	\$133,788	\$1,099,354	\$1,233,142
Amendment 3 Addition						\$133,788

Exhibit A Proposed Budget

Phase 100: Project Management

Task 110: On-going Project Management

Activities/Approach: Extension of project management services to support extended scope and schedule.

Assumptions:

- Extend PM meetings with the Town through October 2026. Meetings will be virtual and will occur bi-weekly with a duration of 45 minutes, attended by 1 consultant staff. Duration for meetings is assumed to not exceed 5 months from this Amendment.
- On-going PM for invoicing, schedule management, and coordination



Meetings:

- Biweekly PM calls with Town
- One Site Visit with PM and up to one BC staff

Phase 600: Bid Support/Construction Docs**Task 610: Bid Documents (100%)**

This task includes additional effort for coordination on Division 1 specifications, 100% design Class 1 cost estimate, re-sealing the 100% Documents after DOH and Town Building Permit review for the Bid Documents Construction Package.

Activities:

- Coordinate and prepare revisions to Division 1 specifications per KBA review.
- One round of drawing and specification revisions to respond to DOH review and Town Building Permit review comments.
- Prepare 100% Class 1 Cost Estimate for updated Engineer's Estimate.
- Prepare Issue-to-Bid Documents and restamping following DOH and Town approvals.

Assumptions:

- Revisions to drawings and specifications will occur in one combined round with DOH and Town Building Permit review comments
- Assuming one month for DOH approval from time of notification from DOH

Deliverables:

- 100% Class 1 cost estimate report
- 100% Issue-to-Bid re-stamped for Bid Package marked "FOR CONSTRUCTION", submitted electronically

Task 615: Permitting Response

This task includes BC support to respond to comments from submission of the building permit, and construction documents to DOH and SRF compliance review. An allotment of 48 hours has been allocated for responses and 4 hours for meetings.

Activities:

- Prepare DOH letter response and coordination submitted via email to DOH and resubmittal of Project Engineering Report and Construction Documents.
- Attend one (1) one-hour virtual coordination meeting with DOH to respond to comments with and up to two (2) BC staff
- Prepare response to Town's Building Permit review via email.
- Attend one (1) one-hour virtual coordination meeting with Town Planning Director and Town PM, and up to two (2) BC staff.

Assumptions:

- Time for repackaging and addressing drawing and specification comments on the construction documents is included under Task 610.

Task 620: On-call Bid Support

This task includes additional effort to support the Town during the bidding process with compliance of the SRF federal requirements. An in-person pre-bid walkthrough is required by the DOH SRF loan conditions, and



is included in the listed activities. Additionally, the bid review includes compliance confirmation with the SRF supplemental conditions.

Activities:

- Prepare additional written responses to contractor or supplier questions during the bidding period for SRF compliance review, assuming up to 10 questions.
- Prepare up to one (1) additional addendum (in addition to original contract, which included one (1) addendum) if needed to clarify, revise, or change construction plans, technical specifications, or project conditions during the bidding process, assuming no significant changes to the design.
- Attend pre-bid conference (2 BC staff in person, 2 hour in duration with travel to the site).
- Coordination and planning for SDCs Amendment with Town and KBA.

Town Responsibilities:

- Prepare bidding documents and advertise to bid in accordance with typical Town procurement procedures.
- Pay bid advertisement fees.
- Pay plan production fees for any hard copy documents required for Town, bidders, and stakeholders.
- Distribute construction documents and addenda to prospective bidders.
- Maintain plan holders list during bidding and share questions with Consultant and CM team.
- Provide coordination with bidders, bid tabulation, and review of bids (including qualifications, presence and acceptance of bid informalities, provision of bid bond, and other bidder criteria).

Task 660: Construction Management Support

This task includes additional effort for KBA to support the project through Bidding in preparation for the next phase with SDCs. An allotment of 121 hours has been allocated for this effort.

Activities:

- Biweekly Town meetings (one KBA staff person for 45 minute virtual calls)
- Owner advisor services
- Construction schedule assistance and review
- Addition of CM Services specifications to Division 1 Specifications
- Review of Engineer's Final 100% Class 1 construction cost estimate
- Assist Town with formulating proper language for bidder qualifications
- Assistance during bidding phase, evaluation of bids, and award of contract
- Administration/invoice prep for KBA work, assuming up to four invoices during this period
- Site visit (one KBA staff person for one day)
- Attend Pre-bid meeting in person (one KBA staff person for one day)

Deliverables:

- Division 1 Specifications review comments to BC
- Review comments on Final construction cost estimate

Exhibit B Proposed Budget

The proposed level of effort for Amendment 3 is provided below. This budget presents the total Amendment 3 scope.



Friday Harbor, Town of (WA) -- FH WTP Improvements Project																																		
		Stultz, Joanna M	Diane Yan	Erika Kim	Jake Himebaugh	Dorel Puravet	Damon Roth	Seema Chevan	Keith Bowhan	Natalie Ibarluzea	Drew Tucker	Ben Chafeitz	Steven Canas	Thomas Neufeldt	Luke, Linnea S	Jackson, Daniel D	Terry Gatlin	Simon, Jerry A	Fares Channamm	Agster, William P	Sroyer, David W	Goodburn, Dan	Glisse, Mark G	PJ Wilkerson	Erin Melton	Lynn Stephens	Susan Nguyen	Dave McBride			KBA Construction Management			
Phase	Phase Description	PM	Project Analyst	Process-Mech Lead	Pump Design SME	Proc Mech Designer	PM support, Senior Tech Review	Funding & Grant SME	Civil QAQC/ Principal Engineer	Civil Lead/ Civil Engineer	Electrical QAQC	Electrical Eng	Electrical CAD	I&C Support	I&C QAQC	Proc Mech Designer/ I&C CAD	Bldg Mech QAQC	Structural QAQC	Structural Lead (New)	Cost Est QAQC	Electrical Estimator	Cost Estimator	Structural Designer/ CAD LEAD	Engineer	Design Coordinator	PIC	Acct	CM Support	Total Labor Hours	Total Labor Effort	Total Sub Cost	Total Expense Cost	Total Effort	
100	Project Management	\$242	\$115	\$162	\$270	\$167	\$308	\$350	\$171	\$169	\$326	\$143	\$165	\$139	\$344	\$131	\$293	\$340	\$295	\$321	\$268	\$289	\$194	\$177	\$208	\$323	\$88	\$327						
110	Ongoing Project Management	66	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	119	\$ 21,939	\$ -	\$ 400	\$ 22,339	
		66	48																								5		119	\$ 21,939			400	
600	Bid Support and Construction Documents (100%)	68	0	20	6	12	16	12	10	16	7	14	6	8	7	5	5	2	12	2	16	16	16	16	32	3	0	10	337	\$ 78,377	\$ 31,872	\$ 1,200	\$ 111,449	
610	Bid Documents (100%)	26		8	4	8	4	8	4	8	4	8	4	4	4	4	2	1	4	2	16	16	12	4	24	1		4	184	\$ 42,955				
615	Permitting Response	16		8			4		4	4	1	4			1		2		4					4					52	\$ 11,473				
620	On-Call Bid Support	26		4	2	4	8	4	2	4	2	2	2	4	2	1	1	1	4				4	8	8	2		6	101	\$ 23,949		1,200		
660	CM Support																												0	\$ -				
700	Construction Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL		134	48	20	6	12	16	12	10	16	7	14	6	8	7	5	5	2	12	2	16	16	16	16	32	3	5	10	456	\$ 100,316	\$ 31,872	\$ 1,600	\$ 133,788	

1. Labor budgets include escalation of 4% for work performed after January 1, 2027.

2. Mileage costs are based on the 2026 IRS standard mileage rate, currently \$0.725 per mile.

3. Hours and Dollars are rounded to nearest whole number.

4. Subcontractor effort includes 5% markup.

Exhibit C Schedule

The proposed schedule to complete this project is provided below.

Phase 600: Bid Documents (100% and Bid Support	242 days	Wed 11/12/25	Wed 10/28/26
Task 610: Bid Documents (100%) Address 90% - pencils down	40 days	Wed 11/12/25	Tue 1/13/26
Internal PM status check - review stickset + Div 0 Specs	15 days	Wed 1/14/26	Tue 2/3/26
Issue for Bid (100%) - Address DOH comments pencils down	30 days	Wed 2/4/26	Wed 3/18/26
Issue for Bid (100%) - Prepare QC package	2 days	Thu 3/19/26	Fri 3/20/26
Issue for Bid (100%) - Internal review	30 days	Mon 3/23/26	Fri 5/1/26
Issue for Bid -Address QC	30 days	Tue 5/5/26	Tue 6/16/26
Issue for Bid Package - Stamp and Compile Bid Docs	7 days	Wed 6/17/26	Thu 6/25/26
DOH Review and Approval of Bid Set (30 calender days)	21 days	Fri 6/26/26	Mon 7/27/26
DW SRF Compliance Review (1 week)	5 days	Fri 6/26/26	Thu 7/2/26
Building Permit Application Submittal to Town	1 day	Fri 6/26/26	Fri 6/26/26
Review period (official Town review period)	22 days	Mon 6/29/26	Wed 7/29/26
Town Planning and DOH comments response + restamp	18 days	Thu 7/30/26	Mon 8/24/26
Adversisement for Bids (4 weeks)	23 days	Tue 8/25/26	Fri 9/25/26
Negotiation of Construction Contract	23 days	Mon 9/28/26	Wed 10/28/26
Amendment Develop - Services During Construction/CM	57 days	Wed 7/15/26	Fri 10/2/26
Develop draft Scope to Town	18 days	Wed 7/15/26	Fri 8/7/26
Town review	5 days	Mon 8/10/26	Fri 8/14/26
Incorporate comments	5 days	Mon 8/17/26	Fri 8/21/26
Revised scope and budget to Town	5 days	Mon 8/24/26	Fri 8/28/26
Town review	5 days	Mon 8/31/26	Fri 9/4/26
Finalize Scope and Budget to Town	5 days	Tue 9/8/26	Mon 9/14/26
Submit materials to Council	1 day	Tue 9/15/26	Tue 9/15/26
Council meeting	8 days	Wed 9/16/26	Fri 9/25/26
SDCs NTP	5 days	Mon 9/28/26	Fri 10/2/26
Phase 700: Construction Services (Not in Scope)	395 days	Mon 9/28/26	Fri 4/21/28
Task 710: Services During Construction	365 days	Mon 9/28/26	Fri 3/10/28
Task 720: Construction Management	365 days	Mon 9/28/26	Fri 3/10/28
Task 730: Commissioning	10 days	Mon 3/13/28	Fri 3/24/28
Task 740: Operation and Maintenance Manuals	20 days	Mon 3/27/28	Fri 4/21/28
Task 750: Record Drawings	20 days	Mon 3/27/28	Fri 4/21/28



TOWN OF FRIDAY HARBOR
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MINUTES TOWN COUNCIL

Thursday, July 2, 2026 at 12:00 PM
Town Council Chambers - 60 Second Street

Call to Order / Roll Call / Flag Salute

Mayor Perrollaz called the regular session of the Town Council to order at 12:00 p.m.

Councilmembers: Steve Hushebeck (Position No. 1), Richard Geffen (Position No. 2), Anna Maria de Freitas (Position No. 3), Chelsey Dyer (Position No. 4), and Barbara Starr (Position No. 5).

Mayor Evan Perrollaz, Administrator Denice Kulseth, Clerk Jennifer Krembs, Community Development Director Ryan Ericson, and Public Works Director Mike Liptack.

Mayor Perrollaz conducted the flag salute.

Set Agenda / Announcements

Mayor Perrollaz recognized the following:

- The Town's mission and vision statements were reviewed.
- New staff introduction: Accounts Payable Clerk Anna MacKinnon.
- America 250 Day of Service event held that morning, including members of the Town Council, the Daughters of the American Revolution (DAR), and American Legion Post No. 163.
- The University of Washington's football team will visit the Town on July 18, 2026; they will participate in a scavenger hunt.

University Heights HOA bulk water request was taken off the agenda at the request of the HOA.

San Juan County Update was moved up in the agenda before the Consent Agenda. Agenda was set.

Public Comment

- Mason Wiley, town resident; thanked Town staff and Council for helping the Purple Lane/Finnegan Way development through the development phases.

San Juan County (SJC) Report

Deputy County Manager Tillery Williams shared SJC Council is finishing up the pre-budget workshops to build a preliminary budget. The Auditor's Office will present the budget August 25, 2026.

Consent Agenda

Resolution No. 3030 regarding the landfill post-closure plan is an annual reporting process. Ongoing monitoring costs are anticipated to continue. The Department of Ecology is evaluating options to determine a reasonable approach for discontinuing the monitoring requirement.

Moved by Councilmember Geffen, seconded by Councilmember Starr, to approve the July 2, 2026 consent agenda. Motion Yes 5, No 0, Abstained 0.

- Resolutions

Resolution No. 3030 - Adopting Friday Harbor landfill post closure financial assurance plan update for years 2025 through 2035.

Resolution No. 3031 – Authorizing Amendment No. 1 to Task Order No. 1 with KBA, Inc. for owner-advisor services and constructability review for the Water Treatment Plant Improvement Project.

Resolution No. 3032 - Ratifying Wastewater Treatment Plant Improvement Project loan funds to be designated as grant funding.

- Minutes

June 18, 2026, Regular Business Meeting

- Payments & Claims

Item	Type	Warrant #	EFT #	Dated	Amount
1	Credit Card Fees		861-865	05/04/2026	\$8,032.85
2*	Claims	63733-63782	837-860,866	6/18/2026	\$1,177,053.02
3	UB Refunds	63783-63784		06/18/2026	\$733.36

Action and Discussion Items

- Chamber of Commerce Update presented by Executive Director Becki Day

Day thanked the Town for its continued partnership and LTAC support of the Fourth of July parade and fireworks. The event theme, "Cheers to 250 Years," and the schedule of events were shared.

- San Juan County (SJC) Sheriff Update presented by Sheriff Eric Peter

Sheriff Peter announced his planned retirement at the end of 2026 and encouraged Council to continue requesting annual updates from the Sheriff's Office. He presented the 2025 San Juan County Sheriff's Office statistics, which included data from all islands within the County.

Sheriff Peter reported that a contract was awarded to Evergreen Recovery to support a new co-responder program addressing mental health calls, with grant funding supporting the local initiative. DUI trends on San Juan Island were reviewed. The Sheriff's Office also provided an update on upcoming interviews to fill vacancies and shared factors contributing to staffing retention challenges.

- ~~University Heights HOA Association Bulk Water Request presented by HOA Vice President Karen VanderWall~~

- Artisan and Specialty Goods Workshop presented by Community Development Director Ryan Ericson

Ericson presented a draft ordinance to allow artisan and specialty goods production within Town limits. The proposed allowances and limitations were reviewed, including a maximum of 2,000 square feet for production space. Businesses exceeding this limit would need to consider relocating to an industrial-zoned area. The Planning Commission recommended approval of the ordinance.

Moved by Councilmember Hushebeck, seconded by Councilmember Starr, to approve moving the proposed ordinance for artisan and specialty goods to a Public Hearing. Motion Yes 5, No 0, Abstained 0.

- Transient Accommodation Workshop Continued from May 21, 2026, presented by Community Development Director Ryan Ericson

Ericson met twice with Planning Commission and shared the recommendations to the proposed ordinance to include the addition of a floor-area- ratio and recommendations for transient accommodations along the downtown retail corridor and outer areas of the commercial zone. Ericson requested additional standards from Council. Lynn Danaher's property located at Argyle Avenue and Web Street was discussed; details regarding the further development of that property were shared.

Moved by Councilmember de Freitas, seconded by Councilmember Geffen, to approve the proposed ordinance on transient accommodation to a Public Hearing. Motion Passed Yes 5, No 0, Abstained 0.

- Council Chambers Improvement Project Update presented by Public Works Director Mike Liptack

Liptack provided an update on bids for the Council Chamber Improvement Project. An overview of the various upgrade options was provided. Direction on installing a pocket door versus a swing door to enter the interior entrance into the Council Chambers was requested. A budget amendment would be likely with the pocket door option; estimates were provided. Council discussed and found consensus to proceed with a budget amendment to install a pocket door for better use of space and privacy reasons.

Moved by Councilmember Hushebeck, seconded by Councilmember Starr, to proceed with allowing a budget amendment to install a pocket door for the interior entrance to the Council Chambers. Motion Yes 5, No 0, Abstained 0.

- Transportation Improvement Board Application Workshop for Grover Street presented by Public Works Director Mike Liptack

Liptack presented the proposed priority project for the Six-Year Transportation Improvement Plan (TIP), which has been identified by Council as Grover Street. Estimated project costs for each phase, developed in collaboration with the Town's engineer, were reviewed. An overview of the proposed improvements, including sidewalks, planter strips, and one-way angled parking, was provided. Liptack reported that the Transportation Improvement Board is working with the

Town on a phased approach to the project. The proposed phases include: Argyle Avenue to the school entrance on Grover Street, the section between the school entrances, and the segment from Grover Street to the athletic fields. It was noted that a phased approach may improve opportunities for grant funding. Council requested aerial drawings of the proposed improvements and directed that pedestrian safety be prioritized, with particular attention given to the area serving the athletic fields. The anticipated timeframe is to begin construction next year.

Director Reports

No director reports were forthcoming.

Administrator's Report

Kulseth shared the following:

- Kulseth reported on her attendance at the AWC Annual Conference in Spokane, Washington, and encouraged Councilmembers to attend next year's conference in Tacoma, Washington. The Mayor concurred that the conference was worthwhile and provided valuable networking and educational opportunities. While traveling to and from the conference, the Mayor and Kulseth toured the Moses Lake City Hall. They reported learning about challenges faced by other municipalities, including issues related to water infrastructure and staffing.
- University Heights HOA withdrew their bulk water request after having an assessment completed; their water issues are resolved for the time being.

Public Comment

No public comment was forthcoming.

Executive Session - Pursuant to RCW 42.30.110 - 1 (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

At 1:18 p.m., Council held an Executive Session in accordance with the provision of RCW 42.30.110(1)(g) to evaluate the qualifications of an applicant for employment or to review the performance of an employee. The session was estimated to last 30 minutes with action anticipated to follow. Participants: Town Council, Mayor Perrollaz, and Administrator Kulseth. At 1:48 p.m., the session ended for a total session time of 30 minutes.

Discussion and Action Items Continued

- Finance Department Update presented by Town Administrator Denise Kuseth

Kulseth presented Resolution No. 3033 regarding a contract with former employee Bethany Berry for finance transition support on an as-needed basis.

Resolution No. 3033 - Authorizing a professional service contract with Bethany Berry for finance transition support.

Moved by Councilmember Starr, seconded by Councilmember de Freitas, to approve Resolution No. 3033, authorizing a professional service contract with Bethany Berry for finance transition support. Motion Yes 5, No 0, Abstained 0.

Future Agenda Items

- Letter to Council from Gregory Maynard regarding stormwater at Finnegan Way/Purple Lane was requested. Ericson received the letter; this topic will be added to the next meeting.
- No additional future agenda items were forthcoming.

Adjourn

Hearing no further business and no objection, Mayor Perrollaz adjourned the meeting at 1:50 p.m. The next regular meeting is scheduled for July 16, 2026, at 12 noon.



Town of Friday Harbor

60 Second St S • PO Box 219 • Friday Harbor, WA 98250

Office: (360) 378-2810 • Fax: (360) 378-2380 • www.fridayharbor.org

Finance Department Approval of Claims Against the Town Presented at Council Meeting: July 2, 2026

Item	Type	Warrant #	EFT #	Dated	Amount
1	Claims	63785-63826		07/02/2026	\$289,093.80
2*	Payroll	20306-20316	33-35, 836,867-872	6/30/2026	\$426,875.68
3					
4					
5					
6					

A consent agenda motion was made by the Town Council. The below vote of the Councilmembers of the Town of Friday Harbor, San Juan County, Washington, do hereby certify that merchandise and services specified above have been received and services have been performed as listed on the attached registers and have been approved for payment as audited and distributed by Finance Director, Bethany Berry.

Council Member	Moved	Second	Approved	Denied	Abstained	Absent
Hushebeck						
Geffen						
de Freitas						
Dyer						
Starr						

Claims not Approved by Town Council: _____

Reviewed by Town Administrator: _____

Signature/Date



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Finance Director Approval of Claims Against the Town Issuance of Claims & Payroll Warrants

Pursuant to Friday Harbor Municipal Code 3.08.010 each supervisory official of the Town is designated to be an auditing officer with respect to all operations of their department or activity for the purpose of authenticating and certifying that material has been furnished, that services have been rendered, that labor has been performed, and that the claim is just, due and an unpaid obligation against the Town. All claims listed below and on the attached register have been certified by the respective supervisory officials. In the event the Town Council disapproves any claim, the Finance Director shall cause the disapproved claim to be recognized as receivables of the Town and shall pursue collection.

I, the Finance Director and designated auditing official of the Town of Friday Harbor, San Juan County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Town, and that I am authorized to authenticate and certify to said claim.

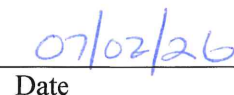
Additionally, I, the Finance Director and designated auditing official of the Town of Friday Harbor, San Juan County, Washington do hereby certify under penalty of perjury that any employee or Town official reimbursement claim is a just, due and unpaid obligation against the Town, and that I am authorized to certify to said claim.

The following vouchers, warrants, and electronic payments are approved for payment:

<u>Type</u>	<u>Numbers</u>	<u>Dated</u>	<u>In the Amount of</u>
Regular Claims			
Warrants: UB			
Refunds	63785-63826	07/02/26	\$289,093.80
Electronic Payments:			
Payroll Claims			
Warrants:			
Electronic Payments:			
Total Claims:			\$289,093.80

Reviewed by Asst Finance Director:


Signature


Date



Town of Friday Harbor

My Council Check Register

By Check Number

Date Range: 07/02/2026 - 07/02/2026

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
Amazon Capital Services, Inc	07/02/2026	Regular	31,184.57	63785
Brown and Caldwell, Inc.	07/02/2026	Regular	14,677.93	63786
Browne's Home Center a Division of TAL Holdin	07/02/2026	Regular	3,998.94	63787
Capital One Trade Credit/Ace Hardware# 6000	07/02/2026	Regular	681.19	63788
CenturyLink	07/02/2026	Regular	757.60	63789
Cues	07/02/2026	Regular	1,650.88	63790
Enviro-Clean Equipment, Inc	07/02/2026	Regular	4,519.24	63791
Erika Dickey	07/02/2026	Regular	2,536.00	63792
Exact Scientific Services, Inc.	07/02/2026	Regular	1,253.00	63793
FedEx	07/02/2026	Regular	28.65	63794
Friday Harbor Electric	07/02/2026	Regular	30.42	63795
Gordon Truck dbs Freightliner NW	07/02/2026	Regular	9,758.14	63796
Harbor Rental & Saw Shop	07/02/2026	Regular	93.92	63797
HD Fowler Company	07/02/2026	Regular	3,835.44	63798
Inter Island Water Co.	07/02/2026	Regular	65.20	63799
Jennifer Krembs	07/02/2026	Regular	482.55	63800
KGW, Inc.	07/02/2026	Regular	195.57	63801
King's Market	07/02/2026	Regular	20.34	63802
Lautenbach Industries LLC	07/02/2026	Regular	21,194.27	63803
NC Power Systems Co.	07/02/2026	Regular	2,473.96	63804
Nextiva Inc	07/02/2026	Regular	3.67	63805
Orcas Power & Light Cooperative FH	07/02/2026	Regular	9,667.15	63806
Orcas Power & Light Cooperative FH	07/02/2026	Regular	5,871.56	63807
Quadient Leasing USA, Inc	07/02/2026	Regular	247.57	63808
Quill Corporation	07/02/2026	Regular	122.38	63809
S & B Inc.	07/02/2026	Regular	138.53	63810
San Juan Automotive Center	07/02/2026	Regular	43.46	63811
San Juan Island Chamber of Commerce	07/02/2026	Regular	5,833.33	63812
Secure Fire Protection	07/02/2026	Regular	2,267.53	63813
T&T Recovery Inc	07/02/2026	Regular	1,333.57	63814
Town of FH / Utility Bills	07/02/2026	Regular	898.80	63815
Town of Friday Harbor	07/02/2026	Regular	57.68	63816
Town of La Conner	07/02/2026	Regular	1,489.16	63817
Treehouse Creative Digital Solutions	07/02/2026	Regular	2,010.03	63818
United Business Machines	07/02/2026	Regular	252.64	63819
USABlueBook	07/02/2026	Regular	1,327.17	63820
WA State Auditor's Office	07/02/2026	Regular	1,834.30	63821
WA State Dept of Ecology	07/02/2026	Regular	102,870.73	63822
Washington Generator Service	07/02/2026	Regular	244.50	63823
Watts Regulator Company	07/02/2026	Regular	3,936.28	63824
Wells Fargo Vendor Financial Services LLC	07/02/2026	Regular	227.09	63825

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
Wilson Engineering LLC	07/02/2026	Regular	48,978.86	63826

Bank Code AP/PY Warrant Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	119	42	0.00	289,093.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	119	42	0.00	289,093.80

Report Summary

Fund Summary

Fund	Payment Amount
001 - General Operating Fund	16,578.14
101 - Street Operating Fund	7,034.21
130 - Special Revenue - Hotel/Motel Tax 1st	8,684.59
410 - Water Operating Fund	26,144.74
412 - Water Capital Reserve - Projects	14,677.93
420 - Sewer Operating Fund	23,350.89
422 - Sewer Capital Reserve - Projects	48,978.86
428 - Sewer Debt Reserve - Bond Redemption	102,870.73
430 - Refuse Operating Fund	37,776.48
450 - Stormwater Operating Fund	2,997.23
Grand Total:	289,093.80

Account Summary

Account Number	Account Name	Payment Amount
001.001.5116030.31.00	Supplies	36.82
001.004.5142040.41.03	Prof Svs - State Audit	214.43
001.004.5142040.48.52	R&M - Copier #2 Downstairs	103.63
001.005.5142040.41.01	Prof Svs - Record Digitization	2,536.00
001.005.5142040.43.00	Travel/Training	482.55
001.007.5188030.31.00	Supplies	2,374.96
001.007.5188030.35.00	Small Tools & Minor Equipment	3,271.73
001.007.5188040.42.01	Phone Svs	3.67
001.008.5189030.31.00	Supplies	242.55
001.008.5189040.41.00	Prof Svs - Misc	255.33
001.008.5189040.41.17	Prof Svs - Website Management	2,010.03
001.008.5189040.42.02	Internet Svs	42.69
001.008.5189040.45.00	Equipment Rental	2,473.96
001.008.5189040.47.10	Utilities - OPALCO	859.10
001.008.5189040.48.21	R&M - Heat System Upstairs	57.68
001.008.5189040.48.52	R&M - Copier #1 Upstairs	103.62
001.008.5911870.70.03	Long-Term Lease - Postage Machine (50%)	123.77
001.030.5915870.70.01	Long-Term Lease - CDP Wide Format Scanner/Printer	227.09
001.700.5768030.31.00	Supplies	423.06
001.700.5768030.35.00	Small Tools & Minor Equipment	503.77
001.700.5768040.47.10	Utilities - OPALCO	101.93
001.700.5768040.47.11	Utilities - OPALCO Memorial Park	129.77
101.004.5433040.41.03	Prof Svs - State Audit	79.98
101.007.5433030.31.00	Supplies	987.98
101.007.5433030.35.00	Small Tools & Minor Equipment	1,361.75
101.008.5423030.31.00	Supplies	39.56
101.008.5919570.70.03	Long-Term Lease - Postage Machine (10%)	24.76
101.610.5423030.31.00	Supplies	233.76
101.610.5423040.41.00	Prof Svs - Misc	2,104.39
101.610.5423040.47.10	Utilities - OPALCO	318.18
101.630.5426340.47.10	Utilities - OPALCO Street Lights	773.40
101.650.5426540.47.00	Utilities - Town	898.80
101.800.5429030.31.00	Supplies	97.35
101.800.5429040.41.01	Prof Svs - Misc (1/5)	45.73
101.800.5429040.47.10	Utilities - OPALCO	59.47
101.800.5429040.48.52	R&M - Copier	9.10
130.086.5573030.31.01	Supplies - Restrooms	2,698.62
130.086.5573040.41.04	Prof Svs - SJI Chamber Visitor Center Operation	5,833.33
130.086.5573040.47.10	Utilities - OPALCO	152.64
410.004.5340040.41.03	Prof Svs - State Audit	352.55
410.007.5340030.31.00	Supplies	3,169.20
410.007.5340030.35.00	Small Tools & Minor Equipment	4,368.23
410.008.5340030.31.00	Supplies	41.25
410.008.5340040.42.01	Phone Svs	477.61

Account Summary

Account Number	Account Name	Payment Amount
410.008.5913470.70.03	Long-Term Lease - Postage Machine (10%)	24.76
410.110.5340030.31.00	Supplies	65.30
410.110.5340030.35.00	Small Tools & Minor Equipment	34.20
410.110.5340040.41.00	Prof Svs - Misc	239.03
410.110.5340040.41.04	Prof Svs - Water Testing	401.00
410.110.5340040.47.10	Utilities - OPALCO	4,238.23
410.120.5340030.31.00	Supplies	4,505.85
410.120.5340040.41.00	Prof Svs - Misc	1,568.08
410.120.5340040.41.01	Prof Svs - Water Testing	340.00
410.120.5340040.41.06	Prof Svs - Telemetry Support	138.53
410.120.5340040.47.10	Utilities - OPALCO	2,033.06
410.122.5340040.41.02	Prof Svs - Software Support	3,936.28
410.800.5340010.10.00	Salaries and Wages	-1.88
410.800.5340030.31.00	Supplies	99.18
410.800.5340040.41.00	Prof Svs - Misc	45.72
410.800.5340040.47.10	Utilities - OPALCO	59.48
410.800.5340040.48.52	R&M - Copier	9.08
412.185.5340040.41.10	Prof Svs - WTP 4th Filter Design	14,677.93
420.004.5350040.41.03	Prof Svs - State Audit	1,063.34
420.007.5350030.31.00	Supplies	2,976.81
420.007.5350030.35.00	Small Tools & Minor Equipment	4,102.93
420.008.5350030.31.00	Supplies	39.56
420.008.5350040.42.01	Phone Svs	156.34
420.008.5350040.42.02	Internet Svs	80.96
420.008.5913570.70.03	Long-Term Lease - Postage Machine (10%)	24.76
420.210.5350030.31.00	Supplies	746.35
420.210.5350030.31.02	Supplies - Lab	704.73
420.210.5350040.41.00	Prof Svs - Misc	478.06
420.210.5350040.41.01	Prof Svs - Effluent/Influent Testing	420.65
420.210.5350040.41.15	Prof Svs - Biosolids Hauling Svs	1,333.57
420.210.5350040.47.10	Utilities - OPALCO	5,871.56
420.210.5350040.47.20	Biosolids Disposal	1,489.16
420.210.5350040.48.50	R&M - Equipment	79.59
420.210.5350040.48.51	R&M - Generator	244.50
420.220.5350040.41.00	Prof Svs - Misc	1,312.75
420.220.5350040.47.10	Utilities - OPALCO	442.40
420.220.5350040.48.50	R&M - Equipment	1,571.29
420.800.5350030.31.00	Supplies	97.31
420.800.5350040.41.00	Prof Svs - Misc	45.73
420.800.5350040.47.10	Utilities - OPALCO	59.47
420.800.5350040.48.52	R&M - Copier	9.07
422.285.5943560.63.27	Improvement - Wastewater Treatment Plant Upgrade	48,978.86
428.290.5913570.72.13	Principal - DOE WWTP Upgrade	5,080.76
428.290.5913570.72.14	Principal - DOE Outfall Construction	63,521.92
428.290.5923580.83.13	Interest - DOE WWTP Upgrade	19,939.35
428.290.5923580.83.14	Interest - DOE Outfall Construction Interest	14,328.70
430.004.5370040.41.03	Prof Svs - State Audit	87.50
430.007.5370030.31.00	Supplies	2,168.48
430.007.5370030.35.00	Small Tools & Minor Equipment	2,988.78
430.008.5370030.31.00	Supplies	39.54
430.008.5370040.47.10	Utilities - OPALCO	321.09
430.008.5913770.70.03	Long-Term Lease - Postage Machine (10%)	24.76
430.371.5370030.31.00	Supplies	158.94
430.371.5370040.41.00	Prof Svs - Misc	222.73
430.371.5370040.41.02	Prof Svs - Disposal Refuse	17,650.62
430.371.5370040.41.03	Prof Svs - Disposal Compactor	1,405.15
430.371.5370040.48.10	R&M - Vehicle	5,780.11
430.372.5370040.41.01	Prof Svs - Disposal Recycle	2,138.50

Account Summary

Account Number	Account Name	Payment Amount
430.372.5370040.48.00	Repairs & Maintenance	4,519.24
430.800.5370010.10.00	Salaries and Wages	7.60
430.800.5370030.31.00	Supplies	89.71
430.800.5370040.41.00	Prof Svs - Misc	45.73
430.800.5370040.47.10	Utilities - OPALCO	118.93
430.800.5370040.48.52	R&M - Copier	9.07
450.004.5310040.41.03	Prof Svs - State Audit	36.50
450.007.5310010.10.00	Salaries and Wages	21.17
450.007.5310030.31.00	Supplies	1,133.65
450.007.5310030.35.00	Small Tools & Minor Equipment	1,591.65
450.008.5310030.31.00	Supplies	37.35
450.008.5913170.70.03	Long-Term Lease - Postage Machine (10%)	24.76
450.800.5310030.31.00	Supplies	97.34
450.800.5310040.41.00	Prof Svs - Misc	45.74
450.800.5310040.48.52	R&M - Copier	9.07
Grand Total:		289,093.80

Project Account Summary

Project Account Key	Payment Amount
None	235,892.83
C.41.24.01-Design	14,677.93
C.42.20.04-Construction	38,523.04
Grand Total:	289,093.80



Town of Friday Harbor

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

By Docket/Claim Number

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
63785	Amazon Capital Services, Inc 11CDYRVCFWRJ	11QP-G37L-3F4N	Streets Supplies Sys Admin Project Support	Amazon Discount/Promo	101.610.5423030.31.00	31,184.57	-1.90
				Rear Brake Tail Lights 2015 Chevy	001.001.5116030.31.00		38.02
				PS: Apple AirPods Pro 3	001.007.5188030.31.00		35.98
					101.007.5433030.31.00		14.97
					410.007.5340030.31.00		48.04
					420.007.5350030.31.00		45.12
					430.007.5370030.31.00		32.87
					450.007.5310030.31.00		17.50
				PS: Belt Clip Holster for iPhone 17 Pro	001.007.5188030.31.00		7.76
					101.007.5433030.31.00		3.23
					410.007.5340030.31.00		10.36
					420.007.5350030.31.00		9.73
					430.007.5370030.31.00		7.09
				SU: Internal Slimline Host Controller	450.007.5310030.31.00		3.77
					001.007.5188030.31.00		7.56
					101.007.5433030.31.00		3.15
					410.007.5340030.31.00		10.08
					420.007.5350030.31.00		9.48
					430.007.5370030.31.00		6.91
					450.007.5310030.31.00		3.68
					001.001.5116030.31.00		-1.20
					101.007.5433030.31.00		-0.50
					410.007.5340030.31.00		-1.61
					420.007.5350030.31.00		-1.51
					430.007.5370030.31.00		-1.10
					450.007.5310030.31.00		-0.58
				SRU: Hook & Loop Tape Roll	001.007.5188030.31.00		9.78
					101.007.5433030.31.00		4.07
					410.007.5340030.31.00		13.05
					420.007.5350030.31.00		12.27
					430.007.5370030.31.00		8.94
					450.007.5310030.31.00		4.76
					001.007.5188030.31.00		24.05
					101.007.5433030.31.00		10.01
					410.007.5340030.31.00		32.13
					420.007.5350030.31.00		30.16
					430.007.5370030.31.00		21.97
					450.007.5310030.31.00		11.70
				SRU: UPS W/ Near Unity Power Factor	001.007.5188030.31.00		857.28
					101.007.5433030.31.00		356.81
					410.007.5340030.31.00		1,144.58
					420.007.5350030.31.00		1,075.07

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
	19KP-PQGY-X9NX		Sys Admin Server Room Upgrade	SRU: UPS W/ Near Unity Power Factor	430.007.5370030.31.00	783.13	
	1DK1-KYF1-T4KC		Water Distribution Supplies	Amazon Discount	450.007.5310030.31.00	417.05	
				Carbon Fiber Hard Hat	410.120.5340030.31.00	-2.01	
				Disposable Gloves Medium	410.120.5340030.31.00	40.19	
				Disposable Gloves XL	410.120.5340030.31.00	191.42	
				Muck Boots	410.120.5340030.31.00	95.71	
				Noise Cancelling Ear Muffs	410.120.5340030.31.00	95.07	
	1DTK-64DV-34VY		Public Restroom Supplies	Jumbo Toilet Paper	410.120.5340030.31.00	15.20	
	1FQ7-TVKH-14V		Custodian and PR supplies	Jumbo Toilet Paper	130.086.5573030.31.01	240.90	
				Scott Toilet Paper	130.086.5573030.31.01	80.32	
					001.008.5189030.31.00	34.42	
					101.008.5423030.31.00	34.40	
					410.008.5340030.31.00	34.40	
					420.008.5350030.31.00	34.40	
					430.008.5370030.31.00	34.38	
					450.008.5310030.31.00	34.38	
	1JLC-DMK1-JHGW		Sys Admin Server Upgrade	Hex Head Allen Wrench Drill Bit Set	001.007.5188030.31.00	6.10	
					101.007.5433030.31.00	2.54	
					410.007.5340030.31.00	8.15	
					420.007.5350030.31.00	7.65	
					430.007.5370030.31.00	5.58	
					450.007.5310010.10.00	2.97	
				Monitor Rack Mount	001.007.5188030.31.00	119.60	
					101.007.5433030.31.00	49.78	
					410.007.5340030.31.00	159.68	
					420.007.5350030.31.00	149.98	
					430.007.5370030.31.00	109.25	
					450.007.5310030.31.00	58.18	
				Philips Screwdriver Set 10pc	001.007.5188030.31.00	3.05	
					101.007.5433030.31.00	1.27	
					410.007.5340030.31.00	4.07	
					420.007.5350030.31.00	3.83	
					430.007.5370030.31.00	2.79	
					450.007.5310030.31.00	1.48	
				Rack Screws	001.007.5188030.31.00	2.67	
					101.007.5433030.31.00	1.11	
					410.007.5340030.31.00	3.57	
					420.007.5350030.31.00	3.35	
					430.007.5370030.31.00	2.44	
					450.007.5310030.31.00	1.30	
				Server Rack Shelf	001.007.5188030.31.00	13.28	
					101.007.5433030.31.00	5.53	
					410.007.5340030.31.00	17.71	

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name		Payable Description	Item Description	Payment Amount	
	Payable Number				Account Number	Distribution Amount
	1JLC-DMK1-JHGW	Sys Admin Server Upgrade	Server Rack Shelf		420.007.5350030.31.00	16.65
					430.007.5370030.31.00	12.13
					450.007.5310030.31.00	6.46
					001.007.5188030.31.00	3.43
			Torx Bit Set 10pc		101.007.5433030.31.00	1.43
					410.007.5340030.31.00	4.58
					420.007.5350030.31.00	4.31
					430.007.5370030.31.00	3.14
			Amazon Promo & Discount		450.007.5310030.31.00	1.67
					001.007.5188030.31.00	-1.89
					101.007.5433030.31.00	-0.79
					410.007.5340030.31.00	-2.52
					420.007.5350030.31.00	-2.37
					430.007.5370030.31.00	-1.73
					450.007.5310030.31.00	-0.92
					001.007.5188030.31.00	3.44
			SU: 1' Hook & Loop Strips		101.007.5433030.31.00	1.43
					410.007.5340030.31.00	4.58
					420.007.5350030.31.00	4.31
					430.007.5370030.31.00	3.14
			SU: 1" Hook & Loop Strips		450.007.5310030.31.00	1.67
					001.007.5188030.31.00	1.91
					101.007.5433030.31.00	0.79
					410.007.5340030.31.00	2.54
			SU: Compression Fitting for Soft Tubing		420.007.5350030.31.00	2.39
					430.007.5370030.31.00	1.74
					450.007.5310030.31.00	0.93
					001.007.5188030.31.00	37.78
					101.007.5433030.31.00	15.72
					410.007.5340030.31.00	50.45
					420.007.5350030.31.00	47.38
					430.007.5370030.31.00	34.51
			SU: Reusable Cable Ties		450.007.5310010.10.00	18.38
					001.007.5188030.31.00	1.60
					101.007.5433030.31.00	0.67
					410.007.5340030.31.00	2.14
			SU: High Performance Internal Solid State Drive		420.007.5350030.31.00	2.01
					430.007.5370030.31.00	1.47
					450.007.5310030.31.00	0.78
					001.007.5188030.31.00	598.59
	1KQC-X6V3-N3C9	Sys Admin Server Upgrade			101.007.5433030.31.00	249.14
					410.007.5340030.31.00	799.19
					420.007.5350030.31.00	750.66

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Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
1KQC-X6V3-N3C9	1KTF-JV99-VJDH	PW & Streets Supplies	Sys Admin Server Upgrade	SU: High Performance Internal Solid State Drive	430.007.5370030.31.00	546.82	
					450.007.5310030.31.00	291.20	
1KQC-X6V3-N3C9	1KTF-JV99-VJDH	PW & Streets Supplies	Sys Admin Server Upgrade	Amazon Promo & Discounts	101.800.5429030.31.00	-0.90	
					410.800.5340030.31.00	-0.90	
					420.800.5350030.31.00	-0.90	
					430.800.5370030.31.00	-0.90	
					450.800.5310030.31.00	-0.90	
				Car Steering Wheel Cover 2005 Chevy 08009D	101.800.5429030.31.00	2.17	
					410.800.5340030.31.00	2.17	
					420.800.5350030.31.00	2.17	
					430.800.5370030.31.00	2.17	
				Floor Mats 2005 Chevy 08009D	450.800.5310030.31.00	2.17	
					101.800.5429030.31.00	7.60	
					410.800.5340030.31.00	7.60	
					420.800.5350030.31.00	7.60	
1KQC-X6V3-N3C9	1KTF-JV99-VJDH	PW & Streets Supplies	Sys Admin Server Upgrade	Streets Vehicle Seat Covers Voltage Quality Recorder	430.800.5370010.10.00	7.60	
					450.800.5310030.31.00	7.60	
					101.610.5423030.31.00	90.49	
				SU: Nvidia GeForce 32GB	001.007.5188030.31.00	317.15	
					101.007.5433030.31.00	132.00	
					410.007.5340030.31.00	423.45	
					420.007.5350030.31.00	397.72	
				SRU: Alphacool Server Cooler	430.007.5370030.31.00	289.72	
					450.007.5310030.31.00	154.29	
					001.007.5188030.35.00	895.46	
					101.007.5433030.35.00	372.71	
1KQC-X6V3-N3C9	1KTF-JV99-VJDH	PW & Streets Supplies	Sys Admin Server Upgrade	SRU: Desktop Computer Memory 96GB	410.007.5340030.35.00	1,195.57	
					420.007.5350030.35.00	1,122.96	
					430.007.5370030.35.00	818.02	
				33 Gal clear trash bag	450.007.5310030.35.00	435.63	
					001.007.5188030.31.00	159.87	
					101.007.5433030.31.00	66.54	
					410.007.5340030.31.00	213.45	
				Public Restroom Supplies	420.007.5350030.31.00	200.49	
					430.007.5370030.31.00	146.04	
					450.007.5310030.31.00	77.78	
					001.007.5188030.35.00	1,004.20	
1KQC-X6V3-N3C9	1KTF-JV99-VJDH	PW & Streets Supplies	Sys Admin Server Upgrade	Public Restroom Supplies	101.007.5433030.35.00	417.96	
					410.007.5340030.35.00	1,340.75	
					420.007.5350030.35.00	1,259.32	
					430.007.5370030.35.00	917.35	
					450.007.5310030.35.00	488.53	
					130.086.5573030.31.01	17.94	

Warrant #	Vendor Name		Payable Description	Item Description	Payment Amount	
	Payable Number				Account Number	Distribution Amount
1NP3-JXVK-QQ71	1NP3-JXVK-QQ71	Sys Admin Server Upgrade	SRU: AC Power Cord Extension		001.007.5188030.31.00	19.53
					101.007.5433030.31.00	8.13
					410.007.5340030.31.00	26.07
					420.007.5350030.31.00	24.49
					430.007.5370030.31.00	17.84
					450.007.5310030.31.00	9.50
					001.007.5188030.31.00	8.79
					101.007.5433030.31.00	3.66
					410.007.5340030.31.00	11.75
					420.007.5350030.31.00	11.03
			SRU: Power Cord Extension		430.007.5370030.31.00	8.03
					450.007.5310030.31.00	4.28
					001.007.5188030.35.00	1,110.97
					101.007.5433030.35.00	462.41
					410.007.5340030.35.00	1,483.30
					420.007.5350030.35.00	1,393.22
					430.007.5370030.35.00	1,014.89
					450.007.5310030.35.00	540.47
					410.120.5340030.31.00	113.53
					101.800.5429030.31.00	6.09
			SU: High-Internal Solid State Drive		410.800.5340030.31.00	6.08
					420.800.5350030.31.00	6.08
					430.800.5370030.31.00	6.08
					450.800.5310030.31.00	6.08
					101.800.5429030.31.00	-0.61
					410.800.5340030.31.00	-0.61
					420.800.5350030.31.00	-0.61
					430.800.5370030.31.00	-0.61
					450.800.5310030.31.00	-0.60
					001.007.5188030.31.00	17.69
			Adjustable Electric Standing Desk Hole Puncher		101.007.5433030.31.00	7.36
					410.007.5340030.31.00	23.61
					420.007.5350030.31.00	22.18
					430.007.5370030.31.00	16.16
					450.007.5310030.31.00	8.60
					001.007.5188030.31.00	4.42
					101.007.5433030.31.00	1.84
					410.007.5340030.31.00	5.89
					420.007.5350030.31.00	5.54
					430.007.5370030.31.00	4.04
			SRU: Desk Mount Anchor Accessory		450.007.5310030.31.00	2.15
					001.007.5188030.35.00	261.10
					101.007.5433030.35.00	108.67
1PJ6-WXN1-6DV3 1PT7-6166-7DY	1PJ6-WXN1-6DV3 1PT7-6166-7DY	Office Supplies Public Works Supplies	SRU: Combo Laptop Lock			
1VJW-CQ7T-FH4T	1VJW-CQ7T-FH4T	Sys Admin Server Room Upgrade				

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Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number	Distribution Amount					
63786	1VJW-CQ7T-FH4T	Sys Admin Server Room Upgrade	SRU: Desktop Computer Memory 96GB	410.007.5340030.35.00	348.61		
				420.007.5350030.35.00	327.43		
				430.007.5370030.35.00	238.52		
				450.007.5310030.35.00	127.02		
	Brown and Caldwell, Inc.				14,677.93		
	14604874	Project 195706 WTP Imp Design	Task 100: Project Management	412.185.5340040.41.10	2,689.22		
			Task 500: Final Design	412.185.5340040.41.10	744.21		
			Task 600: Bid Support	412.185.5340040.41.10	11,244.50		

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Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number	Distribution Amount					
63787	Browne's Home Center a Division of TAL Holdings LLC 6000-266908	Inv# 3805012 Credit		Inv# 3805012 Credit Fir	001.007.5188030.31.00	3,998.94	-13.09
					101.007.5433030.31.00	-5.45	
					410.007.5340030.31.00	-17.48	
					420.007.5350030.31.00	-16.41	
					430.007.5370030.31.00	-11.96	
					450.007.5310030.31.00	-6.36	
					001.700.5768030.31.00	58.55	
					001.700.5768030.31.00	76.65	
					001.700.5768030.31.00	76.65	
					001.700.5768030.35.00	294.04	
					001.700.5768030.35.00	209.73	
					430.371.5370030.31.00	31.68	
					130.086.5573030.31.01	15.19	
					130.086.5573030.31.01	95.53	
					130.086.5573030.31.01	103.00	
					130.086.5573030.31.01	162.87	
					130.086.5573030.31.01	21.72	
					130.086.5573030.31.01	73.84	
					130.086.5573030.31.01	103.16	
					130.086.5573030.31.01	98.80	
					130.086.5573030.31.01	325.93	
					130.086.5573030.31.01	129.11	
					130.086.5573030.31.01	97.75	
					130.086.5573030.31.01	113.92	
					130.086.5573030.31.01	380.20	
					001.007.5188030.31.00	-5.27	
					101.007.5433030.31.00	-2.20	
					410.007.5340030.31.00	-7.04	
					420.007.5350030.31.00	-6.61	
					430.007.5370030.31.00	-4.82	
					450.007.5310030.31.00	-2.56	
					001.007.5188030.31.00	5.36	
					101.007.5433030.31.00	2.23	
					410.007.5340030.31.00	7.16	
					420.007.5350030.31.00	6.72	
					430.007.5370030.31.00	4.90	
					450.007.5310030.31.00	2.61	
					001.007.5188030.31.00	21.00	
					101.007.5433030.31.00	8.74	
					410.007.5340030.31.00	28.04	
					420.007.5350030.31.00	26.34	
					430.007.5370030.31.00	19.19	

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Warrant #	Vendor Name		Payable Description	Item Description	Payment Amount	
	Payable Number				Account Number	Distribution Amount
	6000-3785192	Sys Admin Server Upgrade	SU: Impact Driver Bit Set 100Pc Mold/Mildew Cleaner		450.007.5310030.31.00	10.22
	6000-3793382	Sys Admin Server Room Upgrade			001.007.5188030.31.00	7.19
					101.007.5433030.31.00	2.99
			Paint Care Recovery Fee		410.007.5340030.31.00	9.59
					420.007.5350030.31.00	9.01
					430.007.5370030.31.00	6.57
					450.007.5310030.31.00	3.50
					001.007.5188030.31.00	0.26
			Pan Structure Screw 3/8"x2-7/8"		101.007.5433030.31.00	0.11
					410.007.5340030.31.00	0.34
					420.007.5350030.31.00	0.33
					430.007.5370030.31.00	0.24
					450.007.5310030.31.00	0.13
					001.007.5188030.31.00	2.43
					101.007.5433030.31.00	1.01
			Pan Structure Screw 5/16"x2-7/8"		410.007.5340030.31.00	3.24
					420.007.5350030.31.00	3.04
					430.007.5370030.31.00	2.22
					450.007.5310030.31.00	1.18
					001.007.5188030.31.00	1.33
					101.007.5433030.31.00	0.56
					410.007.5340030.31.00	1.78
			Teak Oil		420.007.5350030.31.00	1.67
					430.007.5370030.31.00	1.22
					450.007.5310030.31.00	0.65
					001.007.5188030.31.00	11.37
					101.007.5433030.31.00	4.73
					410.007.5340030.31.00	15.17
					420.007.5350030.31.00	14.26
			3/4" PVC Adapter Medium Showoff Storage Box Poly Hose Adapter 2x4 Stud		430.007.5370030.31.00	10.39
					450.007.5310030.31.00	5.53
					410.120.5340030.31.00	4.20
					410.120.5340030.31.00	11.06
					410.120.5340030.31.00	2.13
					001.007.5188030.31.00	7.48
					101.007.5433030.31.00	3.11
			2x8 8' Fir		410.007.5340030.31.00	9.98
					420.007.5350030.31.00	9.38
					430.007.5370030.31.00	6.83
					450.007.5310030.31.00	3.64
					001.007.5188030.31.00	13.09
					101.007.5433030.31.00	5.45
					410.007.5340030.31.00	17.47

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Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number					Distribution Amount	
	6000-3805012	Sys Admin Server Room Upgrade	2x8 8' Fir		420.007.5350030.31.00	16.42	
					430.007.5370030.31.00	11.96	
					450.007.5310030.31.00	6.37	
			4x8 Plywood		001.007.5188030.31.00	18.58	
					101.007.5433030.31.00	7.73	
					410.007.5340030.31.00	24.81	
					420.007.5350030.31.00	23.30	
					430.007.5370030.31.00	16.97	
					450.007.5310030.31.00	9.04	
			Brass Hinge		001.007.5188030.31.00	8.57	
					101.007.5433030.31.00	3.57	
					410.007.5340030.31.00	11.45	
					420.007.5350030.31.00	10.75	
					430.007.5370030.31.00	7.83	
					450.007.5310030.31.00	4.17	
			Paint Care Recovery Fee		001.007.5188030.31.00	0.29	
					101.007.5433030.31.00	0.12	
					410.007.5340030.31.00	0.39	
					420.007.5350030.31.00	0.37	
					430.007.5370030.31.00	0.27	
					450.007.5310030.31.00	0.14	
			Satin Base Interior Paint 1Gal		001.007.5188030.31.00	16.25	
					101.007.5433030.31.00	6.76	
					410.007.5340030.31.00	21.70	
					420.007.5350030.31.00	20.37	
					430.007.5370030.31.00	14.84	
					450.007.5310030.31.00	7.90	
			Wood Screw		001.007.5188030.31.00	7.04	
					101.007.5433030.31.00	2.93	
					410.007.5340030.31.00	9.40	
					420.007.5350030.31.00	8.83	
					430.007.5370030.31.00	6.43	
					450.007.5310030.31.00	3.43	
	6000-3805062	Sys Admin Server Room Upgrade	2x2 8' Furring Strip		001.007.5188030.31.00	7.99	
					101.007.5433030.31.00	3.33	
					410.007.5340030.31.00	10.67	
					420.007.5350030.31.00	10.02	
					430.007.5370030.31.00	7.30	
					450.007.5310030.31.00	3.89	
	6000-3823170	WWTP Supplies	Pleated Full Fan USA Flag Bunting		420.210.5350030.31.00	74.29	
					101.610.5423030.31.00	125.62	
					430.371.5370030.31.00	89.68	
	6000-3826370	Refuse Supplies	Retractable Gel Pen		430.371.5370030.31.00	7.16	

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Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Payment Amount	
					Account Number	Distribution Amount
6000-3829638		6000-3829638	Sys Admin Server Room Upgrade	2x4 10' KD Fir	001.007.5188030.31.00	2.32
					101.007.5433030.31.00	0.97
					410.007.5340030.31.00	3.09
					420.007.5350030.31.00	2.91
					430.007.5370030.31.00	2.12
6000-3832766		6000-3832766	Beautification Project	Beautification Project	450.007.5310030.31.00	1.13
					130.086.5573030.31.01	273.41
					130.086.5573030.31.01	130.29
					130.086.5573030.31.01	206.33

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Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
63788	Capital One Trade Credit/Ace Hardware# 6000	F86595	Streets Supplies	Ace Discount	101.610.5423030.31.00	681.19	-2.17
				Padlock 1-1/2"	101.610.5423030.31.00		21.72
	F87072		Parks Supplies	Ace Discount	001.700.5768030.31.00		-9.05
				Bulk Fasteners	001.700.5768030.31.00		2.61
F87606			Parks Supplies	Bulk Fasteners	001.700.5768030.31.00		3.23
				Caster Swivel 2"	001.700.5768030.31.00		39.08
				Caster Swivel 3"	001.700.5768030.31.00		45.60
				Ace Discount	001.700.5768030.31.00		-7.78
				Bulk Fasteners	001.700.5768030.31.00		6.00
				Bulk Fasteners	001.700.5768030.31.00		5.13
				Bulk Fasteners	001.700.5768030.31.00		4.78
				Smarttrack Organizer	001.700.5768030.31.00		29.32
				Steel Flat Bar	001.700.5768030.31.00		32.57
				Ace Discount	420.210.5350030.31.00		-1.39
				Key Blank	420.210.5350030.31.00		13.02
				Plastic Key Bands	420.210.5350030.31.00		0.85
F87900			WWTP Supplies	Ace Discount	420.210.5350030.31.00		-1.09
				Penzoil Siphon Pump 6'	420.210.5350030.31.00		10.86
				1lb-WB Roof Screws	410.120.5340030.31.00		22.80
				Ace Discount	410.120.5340030.31.00		-2.28
F88259			Water Distribution Supplies	Ace Discount	101.800.5429030.31.00		-0.08
					410.800.5340030.31.00		-0.10
					420.800.5350030.31.00		-0.10
					430.800.5370030.31.00		-0.10
F88733			Public Works Supplies		450.800.5310030.31.00		-0.10
				Fasteners	101.800.5429030.31.00		0.95
					410.800.5340030.31.00		0.96
					420.800.5350030.31.00		0.95
F89836			Water Distribution Supplies		430.800.5370030.31.00		0.95
				Ace Discount	450.800.5310030.31.00		0.95
					410.120.5340030.31.00		-4.13
					410.120.5340030.31.00		41.28
F90488			Facility Supplies	Isopropyl Alcohol 99%	001.008.5189030.31.00		3.54
				Clear Packing Tape 6PK	101.008.5423030.31.00		5.72
					130.086.5573030.31.01		2.02
					410.008.5340030.31.00		7.41
					420.008.5350030.31.00		5.72
					430.008.5370030.31.00		5.72
					450.008.5310030.31.00		3.54
				Discount	001.008.5189030.31.00		-0.56
					101.008.5423030.31.00		-0.56
					410.008.5340030.31.00		-0.56

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Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Payment Amount	
					Account Number	Distribution Amount
F90488	Facility Supplies			Discount	420.008.5350030.31.00	-0.56
					430.008.5370030.31.00	-0.56
					450.008.5310030.31.00	-0.57
F90735	WTP Supplies			AA Battery 20pk	410.110.5340030.31.00	24.98
					410.110.5340030.31.00	24.98
					410.110.5340030.31.00	-5.00
F91109	Public Works Supplies			Ace Discount	101.800.5429030.31.00	-0.61
					410.800.5340030.31.00	-0.61
					420.800.5350030.31.00	-0.61
				Door Lever	430.800.5370030.31.00	-0.61
					450.800.5310030.31.00	-0.60
					101.800.5429030.31.00	6.09
					410.800.5340030.31.00	6.08
					420.800.5350030.31.00	6.08
					430.800.5370030.31.00	6.08
F91182	Public Works Supplies			Discount	450.800.5310030.31.00	6.08
					101.800.5429030.31.00	-2.13
					410.800.5340030.31.00	-2.13
					420.800.5350030.31.00	-2.13
					430.800.5370030.31.00	-2.13
					450.800.5310030.31.00	-2.13
				Folding Table 48"	101.800.5429030.31.00	19.56
					410.800.5340030.31.00	19.56
					420.800.5350030.31.00	19.56
					430.800.5370030.31.00	19.56
					450.800.5310030.31.00	19.54
				Key ID Tag	101.800.5429030.31.00	0.44
					410.800.5340030.31.00	0.43
					420.800.5350030.31.00	0.43
					430.800.5370030.31.00	0.43
					450.800.5310030.31.00	0.43
				Keyrafter #95 Brass	101.800.5429030.31.00	1.30
					410.800.5340030.31.00	1.30
					420.800.5350030.31.00	1.30
					430.800.5370030.31.00	1.30
					450.800.5310030.31.00	1.31
F91300	Town Hall Supplies			Ace discount	001.008.5189030.31.00	-1.96
					001.008.5189030.31.00	19.53
					410.120.5340030.31.00	-0.87
F91320	Water Distribution Supplies			Carb & Choke Cleaner	410.120.5340030.31.00	8.68
					130.086.5573030.31.01	-2.93
					130.086.5573030.31.01	29.32
F91528	Public Restroom Supplies			GOJO Foam Soap 42OZ	410.120.5340030.31.00	-2.42
F93168	Water Distribution Supplies			Ace Discount		

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APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
	F93168		Water Distribution Supplies	Vinyl Tubing	410.120.5340030.31.00	24.25	24.25
	F93510		Water Distribution Supplies	Ace Discount	410.120.5340030.31.00	-0.54	-0.54
	F94221		Sys Admin Server Room	Slip On Metal Belt Hook	410.120.5340030.31.00	5.42	5.42
				Discount	001.007.5188030.31.00	-0.37	-0.37
					101.007.5433030.31.00	-0.15	-0.15
					410.007.5340030.31.00	-0.50	-0.50
					420.007.5350030.31.00	-0.47	-0.47
					430.007.5370030.31.00	-0.34	-0.34
					450.007.5310010.10.00	-0.18	-0.18
				Wing Screws 12-24x2-1/2	001.007.5188030.31.00	3.72	3.72
					101.007.5433030.31.00	1.55	1.55
					410.007.5340030.31.00	4.95	4.95
					420.007.5350030.31.00	4.66	4.66
					430.007.5370030.31.00	3.40	3.40
					450.007.5310030.31.00	1.81	1.81
	F94520		Public Works Supplies	Discount	101.800.5429030.31.00	-1.88	-1.88
					410.800.5340010.10.00	-1.88	-1.88
					420.800.5350030.31.00	-1.88	-1.88
					430.800.5370030.31.00	-1.88	-1.88
					450.800.5310030.31.00	-1.88	-1.88
				Padlock Combination 2 1/4"	101.800.5429030.31.00	11.56	11.56
					410.800.5340030.31.00	11.57	11.57
					420.800.5350030.31.00	11.57	11.57
					430.800.5370030.31.00	11.57	11.57
					450.800.5310030.31.00	11.57	11.57
				Padlock Combination 2"	101.800.5429030.31.00	8.69	8.69
					410.800.5340030.31.00	8.67	8.67
					420.800.5350030.31.00	8.69	8.69
					430.800.5370030.31.00	8.69	8.69
					450.800.5310030.31.00	8.69	8.69
	X43483		Water Distribution Supplies	Ace Discount	410.120.5340030.31.00	-1.30	-1.30
				Drop Cloth	410.120.5340030.31.00	13.02	13.02
	X43624		WWTP Supplies	Ace Discount	420.210.5350030.31.00	-3.04	-3.04
				Garden Sprayer 2 GAL	420.210.5350030.31.00	30.41	30.41
63789	CenturyLink					757.60	757.60
	2026-06 Centurylink		Centurylink Internet 6/6/26-7/5/26	Centurylink Internet 6/6/26-7/5/26	001.008.5189040.42.02	42.69	42.69
					410.008.5340040.42.01	205.73	205.73
					410.008.5340040.42.01	122.10	122.10
					410.008.5340040.42.01	149.78	149.78
					420.008.5350040.42.01	156.34	156.34
					420.008.5350040.42.02	80.96	80.96

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Cues	Payable Number				Distribution Amount	
63790	T64053		Repair Camera Trolley	Chamber Splice Mainline	420.220.5350040.48.50	1,650.88	314.51
				Diagnostic Charge	420.220.5350040.48.50		190.14
				NW Hourly Labor	420.220.5350040.48.50		380.28
				NW Travel Time	420.220.5350040.48.50		293.36
				Pigtail 12 pin Male w/ Female pin 17"	420.220.5350040.48.50		255.14
				Strain Relief Fitting FPigtail	420.210.5350040.48.50		79.59
				Strain Relief Fitting w/ Spring	420.220.5350040.48.50		137.86
				Vehicle Maint Winch Install 2023 Isuzu 62261	430.372.5370040.48.00	4,519.24	4,519.24
				Digitization Work 6/1/26-6/30-26	001.005.5142040.41.01	2,536.00	2,536.00
				Lead/Copper Testing	101.800.5429040.41.01	1,253.00	24.00
63791	Enviro-Clean Equipment, Inc	09W1193	Vehicle Maint 2023 Isuzu 62261	Lead/Copper Testing	410.800.5340040.41.00	24.00	24.00
				Monthly Nutrient Testing	420.800.5350040.41.00	24.00	24.00
				HAA TTHM	430.800.5370040.41.00	24.00	24.00
				Halo Acetic Acids TTHM EPA 552.3/524.2	450.800.5310040.41.00	24.00	24.00
				Total Organic Carbon	420.210.5350040.41.01	392.00	392.00
				Wastewater Samples to Exact Scientific Services	410.120.5340040.41.01	340.00	340.00
					410.110.5340040.41.04	340.00	340.00
					410.110.5340040.41.04	61.00	61.00
						28.65	28.65
						30.42	30.42
63792	Erika Dickey	005	Digitization Work 6/1/26-6/30-26	Service / 1997 Mack Truck 05579D	430.371.5370030.31.00	9,758.14	9,758.14
				Replace Temp Sensor Air Dryer Hub Cap Gaskets	101.610.5423040.41.00	1,352.53	1,352.53
				Replace Air Dryer 2004 Crane #2 08023D	410.120.5340040.41.00	1,312.75	1,312.75
				Vehicle Maint 2021 Crane #6 69083D	420.220.5350040.41.00	1,312.75	1,312.75
				Trimmer Head	430.371.5370040.48.10	1,999.34	1,999.34
				Trimmer Spool	430.371.5370040.48.10	1,802.91	1,802.91
				Trimmer Head Cap	430.371.5370040.48.10	1,977.86	1,977.86
				Trimmer Spool		93.92	93.92
					410.110.5340030.35.00	17.91	17.91
					410.110.5340030.35.00	16.29	16.29
63793	Exact Scientific Services, Inc.	2610114	Lead/Copper Testing	WTP Supplies	001.700.5768030.31.00	35.83	35.83
				Parks Supplies	001.700.5768030.31.00	23.89	23.89
				Wastewater Samples to Exact Scientific Services			
				Refuse Supplies			
				Vehicle Maint 2015 Crane #5 55343D			
				Vehicle Maint 2004 Crane #2 08023D			
				Vehicle Maint 2021 Crane #6 69083D			
				Harbor Rental & Saw Shop			
63794	Friday Harbor Electric	28616	Refuse Supplies	WTP Supplies			
				Parks Supplies			
				Wastewater Samples to Exact Scientific Services			
				Refuse Supplies			
				Vehicle Maint 2015 Crane #5 55343D			
				Vehicle Maint 2004 Crane #2 08023D			
				Vehicle Maint 2021 Crane #6 69083D			
				Harbor Rental & Saw Shop			
63795	Gordon Truck dbs Freightliner NW	SR30203803601	Service 1997 Mack Truck 05579D	WTP Supplies			
				Parks Supplies			
				Wastewater Samples to Exact Scientific Services			
				Refuse Supplies			
				Vehicle Maint 2015 Crane #5 55343D			
				Vehicle Maint 2004 Crane #2 08023D			
				Vehicle Maint 2021 Crane #6 69083D			
				Harbor Rental & Saw Shop			
63796	Friday Harbor Electric	28616	Refuse Supplies	WTP Supplies			
				Parks Supplies			
				Wastewater Samples to Exact Scientific Services			
				Refuse Supplies			
				Vehicle Maint 2015 Crane #5 55343D			
				Vehicle Maint 2004 Crane #2 08023D			
				Vehicle Maint 2021 Crane #6 69083D			
				Harbor Rental & Saw Shop			
63797	Gordon Truck dbs Freightliner NW	SR30203803601	Service 1997 Mack Truck 05579D	WTP Supplies			
				Parks Supplies			
				Wastewater Samples to Exact Scientific Services			
				Refuse Supplies			
				Vehicle Maint 2015 Crane #5 55343D			
				Vehicle Maint 2004 Crane #2 08023D			
				Vehicle Maint 2021 Crane #6 69083D			
				Harbor Rental & Saw Shop			

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number	HD Fowler Company				Distribution Amount	
63798	17337035	Water Distribution Supplies	1"x3/4" Brass Bushing	410.120.5340030.31.00	3,835.44		
			2"x6" Brass Nipple Import	410.120.5340030.31.00	96.22		
			3/4" Female Double	410.120.5340030.31.00	208.83		
			3/4"x2" Brass Nipple Import	410.120.5340030.31.00	189.05		
			Blue Marking Paint Can	410.120.5340030.31.00	49.54		
			Brass Bell Reducer Import	410.120.5340030.31.00	86.31		
			Grip Ring Accessory Pack for Dip & C	410.120.5340030.31.00	128.47		
			Transition Fittings	410.120.5340030.31.00	375.80		
			Valve Box Base	410.120.5340030.31.00	770.94		
			Valve Box Lid	410.120.5340030.31.00	625.82		
			Valve Box Top	410.120.5340030.31.00	255.98		
					1,048.48		
					65.20		
					32.60		
63799	Inter Island Water Co.	Town Hall Supplies	Purified Drinking Water 5Gal	001.008.5189030.31.00	32.60		
			Purified Drinking Water 5Gal	001.008.5189030.31.00	32.60		
63800	Jennifer Krembs	Travel Expense Voucher Conference	Travel Expense Voucher Conference	001.005.5142040.43.00	482.55		
63801	KGW, Inc.	Public Works Supplies	Carwash tokens	101.800.5429030.31.00	195.57		
				410.800.5340030.31.00	39.11		
63802	King's Market	WTP Supplies	Distilled Water	410.800.5350030.31.00	39.11		
			Gallon Water Jug	430.800.5370030.31.00	39.11		
63803	Lautenbach Industries LLC	WTP Supplies	Distilled Water	450.800.5310030.31.00	39.13		
					20.34		
63804	NC Power Systems Co.	Tipping Fees: 06/08/26-06/14/26	Distilled Water	410.110.5340030.31.00	6.50		
			Gallon Water Jug	410.110.5340030.31.00	7.34		
63805	Nextiva Inc	Town Hall Generator Rental	Distilled Water	410.110.5340030.31.00	6.50		
					21,194.27		
63806	Nextiva Inc	Tipping Fees: 06/15/26-06/21/26	Recycle	430.372.5370040.41.01	455.00		
			Refuse	430.371.5370040.41.02	8,722.99		
63807	Nextiva Inc	Tipping Fees: 06/15/26-06/21/26	Compactor	430.371.5370040.41.03	1,405.15		
			Recycle	430.372.5370040.41.01	1,683.50		
63808	Nextiva Inc	Town Hall Generator Rental	Refuse	430.371.5370040.41.02	8,927.63		
					2,473.96		
63809	Nextiva Inc	Sys Admin Phone Service	Environmental Fee	001.008.5189040.45.00	21.51		
			Limited Damage & Theft Waiver	001.008.5189040.45.00	301.18		
63810	Nextiva Inc	Sys Admin Phone Service	Town Hall Generator Rental	001.008.5189040.45.00	2,151.27		
					3.67		
63811	Nextiva Inc	Sys Admin Phone Service	VOIP Regulatory Taxes 5/22/26 - 6/21/26	001.007.5188040.42.01	3.67		

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number					Distribution Amount	
63806	Orcas Power & Light Cooperative FH 2026-06 3375000	Electricity 05/24/26-6/23/26	Electricity 05/24/26-6/23/26		001.008.5189040.47.10	859.10	9,667.15
					001.700.5768040.47.10	101.93	
					001.700.5768040.47.11	129.77	
					101.610.5423040.47.10	318.18	
					101.630.5426340.47.10	773.40	
					101.800.5429040.47.10	59.47	
					130.086.5573040.47.10	152.64	
					410.110.5340040.47.10	4,238.23	
					410.120.5340040.47.10	2,033.06	
					410.800.5340040.47.10	59.48	
					420.220.5350040.47.10	442.40	
					420.800.5350040.47.10	59.47	
					430.008.5370040.47.10	321.09	
					430.800.5370040.47.10	59.46	
					430.800.5370040.47.10	59.47	
63807	Orcas Power & Light Cooperative FH 2026-06 3375002	Electricity 05/24/26-6/23/26	Electricity 05/24/26-6/23/26		420.210.5350040.47.10	5,871.56	5,871.56
63808	Quadient Leasing USA, Inc Q2412516	Postage Machine Lease	07/19/26-10/18/26		001.008.5911870.70.03	247.57	
					101.008.5919570.70.03	104.27	
					410.008.5913470.70.03	20.86	
					420.008.5913570.70.03	20.86	
					430.008.5913770.70.03	20.86	
					450.008.5913170.70.03	20.86	
					001.008.5911870.70.03	19.50	
					101.008.5919570.70.03	3.90	
					410.008.5913470.70.03	3.90	
					420.008.5913570.70.03	3.90	
					430.008.5913770.70.03	3.90	
					450.008.5913170.70.03	3.90	
						122.38	
					001.008.5189030.31.00	14.44	
					001.008.5189030.31.00	25.84	
					001.008.5189030.31.00	82.10	
63810	S & B Inc. 27345A	Software Communication 1 MG Tank	1 MG Tank Communication problem troubleshooting		410.120.5340040.41.06	138.53	138.53
63811	San Juan Automotive Center 203304	Off Car Tire Repair	Off Car Tire Repair		420.210.5350040.41.00	43.46	43.46
63812	San Juan Island Chamber of Commerce 11220	2024 LTAC Visitor Center Operations & SFE	Visitor Center Operations 2nd Qtr-2nd Pmt		130.086.5573040.41.04	5,833.33	5,833.33

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name	Payable Number	Payable Description	Item Description	Account Number	Distribution Amount	Payment Amount
63819	United Business Machines INV560177-01		Copier Overage Fees	Copier Overage Fees 5/22/26 - 6/21/26	001.004.5142040.48.52	252.64	72.88
					001.008.5189040.48.52		72.87
					101.800.5429040.48.52		6.40
					410.800.5340040.48.52		6.38
					420.800.5350040.48.52		6.38
					430.800.5370040.48.52		6.38
					450.800.5310040.48.52		6.38
				Copier Base Service Agreement 10/22/25-09/21/25	001.004.5142040.48.52	30.75	
					001.008.5189040.48.52	30.75	
					101.800.5429040.48.52	2.70	
63820	USABlueBook INV01072414		WWTP Supplies	Replacement Cap for 35684 5838000	420.210.5350030.31.02	1,327.17	303.83
				Ricca pH Buffer 8.00; 500ml	420.210.5350030.31.02	80.18	
				Ricca pH Buffer	420.210.5350030.31.02	160.36	
				Ricca pH Buffer	420.210.5350030.31.02	160.36	
				Root X Pipeline Root Control	420.210.5350030.31.00	622.44	
						1,834.30	
				05/26 Accountability, Financial, and IT Audit	001.004.5142040.41.03	214.43	
					101.004.5433040.41.03	79.98	
					410.004.5340040.41.03	352.55	
					420.004.5350040.41.03	1,063.34	
63821	WA State Auditor's Office I175660		Audit 64067 23-24		430.004.5370040.41.03	87.50	
					450.004.5310040.41.03	36.50	
						102,870.73	
				Loan Admin Charge (Interest)	428.290.5923580.83.14	3,907.83	
				Loan Deferred Interest	428.290.5923580.83.14	10,420.87	
				Loan Principal Repayment	428.290.5913570.72.14	63,521.92	
				EL210234/#1 WQC-2021-FriHar-00212 Deferred Int.	428.290.5923580.83.13	17,716.83	
				EL210234/#1 WQC-2021-FriHar-00212 Loan Admin Ch	428.290.5923580.83.13	606.14	
				EL210234/#1 WQC-2021-FriHar-00212 Non Deferred	428.290.5923580.83.13	1,616.38	
				EL210234/#1 WQC-2021-FriHar-00212 Principal	428.290.5913570.72.13	5,080.76	
63822	WA State Dept of Ecology LN-000005394		Sewer Outfall Replacement Construction			244.50	
						42.14	
						202.36	
				Late charges on 7675	420.210.5350040.48.51		
				Late charges on 7605 7940 7941	420.210.5350040.48.51		
63823	Washington Generator Service FC 785 FC786		Late charges on 7675 Late charges on 7605 7940 7941				

My Council Claims Register Detail Multiple Packets

APPKT05841 - 2026-07-02 Warrants

Warrant #	Vendor Name		Payable Description	Item Description	Account Number	Payment Amount	
	Payable Number					Distribution Amount	
63824	Watts Regulator Company		Software Contract 1/31/26-1/30/27	Connection Fees Deferred Database	410.122.5340040.41.02	3,936.28	
	17560613				410.122.5340040.41.02	340.95	
						3,595.33	
63825	Wells Fargo Vendor Financial Services LLC		Lease Canon Wide Format Printer 06/28/2026-7/27	Lease Canon Wide Format Printer 06/28/26-7/27/26	001.030.5915870.70.01	227.09	
	5039102298					227.09	
63826	Wilson Engineering LLC		Project 2020048 WWTP Improve Through 6/22/	Task 10- Funding Support & Processing - USDA & DOE	422.285.5943560.63.27	48,978.86	
	20770			Task 11: Inspection	422.285.5943560.63.27	2,275.00	
				Task 8.4: Change Orders	422.285.5943560.63.27	6,360.82	
				Task 8: Construction Phase	422.285.5943560.63.27	1,820.00	
						38,523.04	
Total Claims: 42					Total Payment Amount:		289,093.80



Town of Friday Harbor

60 Second St S • PO Box 219 • Friday Harbor, WA 98250

Office: (360) 378-2810 • Fax: (360) 378-2380 • www.fridayharbor.org

Finance Director Approval of Claims Against the Town Issuance of Claims & Payroll Warrants

Pursuant to Friday Harbor Municipal Code 3.08.010 each supervisory official of the Town is designated to be an auditing officer with respect to all operations of their department or activity for the purpose of authenticating and certifying that material has been furnished, that services have been rendered, that labor has been performed, and that the claim is just, due and an unpaid obligation against the Town. All claims listed below and on the attached register have been certified by the respective supervisory officials. In the event the Town Council disapproves any claim, the Finance Director shall cause the disapproved claim to be recognized as receivables of the Town and shall pursue collection.

I, the Finance Director and designated auditing official of the Town of Friday Harbor, San Juan County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Town, and that I am authorized to authenticate and certify to said claim.

Additionally, I, the Finance Director and designated auditing official of the Town of Friday Harbor, San Juan County, Washington do hereby certify under penalty of perjury that any employee or Town official reimbursement claim is a just, due and unpaid obligation against the Town, and that I am authorized to certify to said claim.

The following vouchers, warrants, and electronic payments are approved for payment:

<u>Type</u>	<u>Numbers</u>	<u>Dated</u>	<u>In the Amount of</u>
Regular Claims			
Warrants: UB			
Refunds			
Electronic Payments:			
Payroll Claims			
Warrants:	20306-20316, DFT 836, 867-872	06/30/2026	\$ 210,838.17
Electronic Payments:	EFT 33-35	06/30/2026	\$216,037.51
Total Claims:			\$426,875.68

Reviewed by Asst Finance Director:


Signature

6/30/26
Date



Council Payroll Summary

Pay Period: 05/01/2026 - 05/31/2026

Direct Deposit Effective Date: 06/08/2026

Employee Name	Gross Pay
Smith, David	\$25,705.66
	<u>\$ 25,705.66</u>

Tax Type	Employer Paid Portion
MC	\$372.73
SS	\$1,593.75
	<u>\$1,966.48</u>

0.0000 *

27,672.1400 +

399,203.5400 +

426,875.6800 *

0.0000 *

0.0000 *

Expense Type	Amount
Employee Direct Pay	\$25,705.66
Employer Paid Benefits	\$0.00
Employer Paid Taxes	\$1,966.48
<u>Total Payroll</u>	<u>\$27,672.14</u>



Town of Friday Harbor

Payroll Register
Transaction Detail
Issued Date Range: 06/08/2026 - 06/09/2026

Issued						
Date	Number	Description	Module	Type	Amount	
Check						
Bank Account: Savibank - Clearing						
06/08/2026	20306	WA State Employment Security Dept/Cares	Accounts Payable	Check	149.09	
06/08/2026	20307	WA State Employment Security Dept/PFML	Accounts Payable	Check	207.50	
06/09/2026	EFT00000033	Payroll EFT	Payroll	EFT	18,732.90	
Report Total: (3)					19,089.49	
Report Total: (3)					19,089.49	

0.0000 *

407,786.1900 +

19,089.4900 +

426,875.6800 *



Town of Friday Harbor

Payroll Register Transaction Detail

Issued Date Range: 06/26/2026 - 07/31/2026

Issued Date	Number	Description	Module	Type	Amount
Bank Draft					
Bank Account: SavBank - Clearing					
06/30/2026	<u>DFT00000836</u>	EFTPS Payroll Taxes	Accounts Payable	Bank Draft	8,582.65
06/30/2026	<u>DFT00000872</u>	WA State Dept of Retirement	Accounts Payable	Bank Draft Reversal	-3,176.15
07/31/2026	<u>DFT00000867</u>	Nationwide Retirement Solutions	Accounts Payable	Bank Draft	68.00
07/31/2026	<u>DFT00000868</u>	AFLAC	Accounts Payable	Bank Draft	916.78
07/31/2026	<u>DFT00000869</u>	WA State Dept of Retirement	Accounts Payable	Bank Draft	52,311.87
07/31/2026	<u>DFT00000870</u>	AWC Employee Benefit Trust	Accounts Payable	Bank Draft	62,897.02
07/31/2026	<u>DFT00000871</u>	EFTPS Payroll Taxes	Accounts Payable	Bank Draft	75,925.67
Report Total: (7)					197,525.84
Check					
Bank Account: SavBank - Clearing					
06/30/2026	<u>20311</u>	Guild of Pacific Northwest Employees	Accounts Payable	Check	1,404.00
06/30/2026	<u>20312</u>	LegalShield	Accounts Payable	Check	83.80
06/30/2026	<u>20313</u>	Treasurer State of Maine	Accounts Payable	Check	1,059.33
06/30/2026	<u>20314</u>	WA State Dept of Labor & Industry	Accounts Payable	Check	5,254.29
06/30/2026	<u>20315</u>	WA State Employment Security Dept/Cares	Accounts Payable	Check	1,553.12
06/30/2026	<u>20316</u>	WA State Employment Security Dept/PFML	Accounts Payable	Check	2,421.26
07/01/2026	<u>20308</u>	20308	Payroll	Check	554.13
07/01/2026	<u>20309</u>	20309	Payroll	Check	10,370.05
07/01/2026	<u>20310</u>	20310	Payroll	Check	625.81
07/01/2026	<u>EFT00000034</u>	Payroll EFT	Payroll	EFT	195,266.00
07/01/2026	<u>EFT00000035</u>	Payroll EFT	Payroll	EFT	2,038.61
Report Total: (11)					220,630.40
Report Total: (18)					418,156.24

418,156.24
10,370.05
407,786.19



Council Payroll Paycheck Register (Multiple Packet Checks)

Town of Friday Harbor

Packet: PYPKT00464 - 2026-06-05 Dave Smith Payout
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
Hushebeck, Stephen J	<u>0093</u>	Regular	07/01/2026	554.13	20308
Lee, Heather	<u>0179</u>	Regular	07/01/2026	10,370.05	20309
West, Marina GL	<u>0180</u>	Regular	07/01/2026	625.81	20310

voided



Council Payroll Paycheck Register (Multiple Packet

Town of Friday Harbor

Direct Deposits

Packet: PYPKT00464 - 2026-06-05 Dave Smith Payout

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
Smith, David A	<u>0030</u>	06/09/2026	18,732.90	1252
Anderson, Kasey	<u>0001</u>	07/01/2026	6,409.69	1253
Barnes, David AC	<u>0178</u>	07/01/2026	2,830.16	1254
Barringer, Michael J	<u>0165</u>	07/01/2026	4,168.23	1255
Berry, Bethany H	<u>0113</u>	07/01/2026	3,300.00	1256
Berry, Bethany H	<u>0113</u>	07/01/2026	13,774.33	1256
Berry, Charles M	<u>0118</u>	07/01/2026	615.00	1257
Berry, Charles M	<u>0118</u>	07/01/2026	4,163.78	1257
Berwald, Janelle R	<u>0162</u>	07/01/2026	3,978.56	1258
Blackmon, Mateo J	<u>0169</u>	07/01/2026	3,298.61	1259
Blackmon, William D	<u>0122</u>	07/01/2026	4,889.33	1260
Byrne, Francis N	<u>0005</u>	07/01/2026	4,300.69	1261
Compton, Joshua T	<u>0127</u>	07/01/2026	5,691.12	1262
de Freitas, Anna Maria	<u>0039</u>	07/01/2026	723.01	1263
Dyer, Chelsey E	<u>0173</u>	07/01/2026	512.50	1264
Ericson, Ryan C	<u>0129</u>	07/01/2026	8,770.13	1265
Frazier, Toby A	<u>0134</u>	07/01/2026	4,977.67	1266
Frazier, Toby A	<u>0134</u>	07/01/2026	500.00	1266
Geffen, Richard M	<u>0154</u>	07/01/2026	521.35	1267
Greene, Julie A	<u>0105</u>	07/01/2026	5,247.71	1268
Gutierrez, Andres G	<u>0152</u>	07/01/2026	5,372.25	1269
Henrie, James S	<u>0112</u>	07/01/2026	4,723.25	1270
King, Paul J	<u>0167</u>	07/01/2026	8,986.69	1271
Krembs, Jennifer M	<u>0157</u>	07/01/2026	252.54	1272
Krembs, Jennifer M	<u>0157</u>	07/01/2026	4,798.17	1272
Kulseth, Denice B	<u>0137</u>	07/01/2026	7,671.20	1273
Liptack, Michael K	<u>0171</u>	07/01/2026	8,915.74	1274
Logsdon, Donald W	<u>0146</u>	07/01/2026	3,898.13	1275
Mackinnon, Anna M	<u>0181</u>	07/01/2026	1,335.51	1276
Mason, Shane	<u>0022</u>	07/01/2026	4,401.74	1277
Melic, Amer	<u>0161</u>	07/01/2026	3,893.05	1278
Minney, Patrick W	<u>0132</u>	07/01/2026	4,474.28	1279
Minney, Patrick W	<u>0132</u>	07/01/2026	375.00	1279
Ness, Shelby L	<u>0125</u>	07/01/2026	4,559.74	1280
Nibler, Justin M	<u>0107</u>	07/01/2026	5,916.86	1281
Nicholson, Joseph C	<u>0147</u>	07/01/2026	4,487.59	1282
Pasic, Joseph C	<u>0163</u>	07/01/2026	500.00	1283
Pasic, Joseph C	<u>0163</u>	07/01/2026	150.00	1283
Pasic, Joseph C	<u>0163</u>	07/01/2026	5,078.02	1283
Pasic, Joseph C	<u>0163</u>	07/01/2026	103.63	1283
Penwell, Robert	<u>0133</u>	07/01/2026	5,060.81	1284
Perrollaz, Evan G	<u>0174</u>	07/01/2026	1,269.70	1285
Pranger, Matthew	<u>0026</u>	07/01/2026	4,752.53	1286
Pranger, Matthew	<u>0026</u>	07/01/2026	25.00	1286
Pridgen, Melissa K	<u>0164</u>	07/01/2026	4,223.95	1287
Slaughter, Nathan D	<u>0155</u>	07/01/2026	4,190.18	1288
Starr, Barbara L	<u>0094</u>	07/01/2026	251.24	1289
Teasdale, Andrew J	<u>0117</u>	07/01/2026	3,893.44	1290
Venegas, Gilberto M	<u>0170</u>	07/01/2026	4,713.93	1291
Walter-Rognas, Leslie A	<u>0116</u>	07/01/2026	5,254.44	1292
Wessering, Richard S	<u>0142</u>	07/01/2026	3,065.52	1293

Employee	Employee #	Date	Amount	Number
Berry, Bethany H	<u>0113</u>	07/01/2026	2,038.61	1294



Council Payroll Paycheck Register (Multiple Packet

Town of Friday Harbor

Employee Pay Summary

Packet: PYPKT00464 - 2026-06-05 Dave Smith Payout

Payroll Set: Payroll Set 01 - 01

Employee	Payment Type	Number	Earnings	Deductions	Taxes	Net
Anderson, Kasey	EFT	1253	9,316.89	1,405.72	1,501.48	6,409.69
Barnes, David AC	EFT	1254	3,954.88	477.95	646.77	2,830.16
Barringer, Michael J	EFT	1255	5,578.18	384.70	1,025.25	4,168.23
Berry, Bethany H	EFT	1256	30,816.18	3,241.62	10,500.23	17,074.33
Berry, Bethany H	Check	C-1256	30,816.18	1,203.01	10,500.23	19,112.94
Berry, Bethany H	Check	R-1256	-30,816.18	-3,241.62	-10,500.23	-17,074.33
Berry, Bethany H	EFT	1294	2,038.61	0.00	0.00	2,038.61
Berry, Charles M	EFT	1257	7,592.44	1,309.25	1,504.41	4,778.78
Berwald, Janelle R	EFT	1258	5,179.68	679.03	522.09	3,978.56
Blackmon, Mateo J	EFT	1259	4,755.52	310.44	1,146.47	3,298.61
Blackmon, William D	EFT	1260	7,392.84	780.84	1,722.67	4,889.33
Byrne, Francis N	EFT	1261	9,660.24	3,557.60	1,801.95	4,300.69
Compton, Joshua T	EFT	1262	7,735.40	866.17	1,178.11	5,691.12
de Freitas, Anna Maria	EFT	1263	795.00	0.00	71.99	723.01
Dyer, Chelsey E	EFT	1264	735.00	0.00	222.50	512.50
Ericson, Ryan C	EFT	1265	11,994.99	1,149.87	2,074.99	8,770.13
Frazier, Toby A	EFT	1266	7,742.54	569.14	1,695.73	5,477.67
Geffen, Richard M	EFT	1267	609.34	32.78	55.21	521.35
Greene, Julie A	EFT	1268	7,544.47	733.29	1,563.47	5,247.71
Gutierrez, Andres G	EFT	1269	7,464.16	908.75	1,183.16	5,372.25
Henrie, James S	EFT	1270	7,370.91	1,132.49	1,515.17	4,723.25
Hushebeck, Stephen J	Check	20308	609.34	0.00	55.21	554.13
King, Paul J	EFT	1271	11,104.17	802.58	1,314.90	8,986.69
Krembs, Jennifer M	EFT	1272	7,500.00	1,633.36	815.93	5,050.71
Kulseth, Denise B	EFT	1273	15,802.08	4,875.74	3,255.14	7,671.20
Lee, Heather	Check	C-20309	0.00	0.00	0.00	0.00
Lee, Heather	Check	R-20309	-10,370.05	0.00	0.00	-10,370.05
Lee, Heather	Check	20309	10,370.05	0.00	0.00	10,370.05
Liptack, Michael K	EFT	1274	11,958.33	848.54	2,194.05	8,915.74
Logsdon, Donald W	EFT	1275	5,503.52	583.27	1,022.12	3,898.13
Mackinnon, Anna M	EFT	1276	1,628.48	139.61	153.36	1,335.51
Mason, Shane	EFT	1277	8,979.56	3,238.33	1,339.49	4,401.74
Melic, Amer	EFT	1278	5,309.92	460.26	956.61	3,893.05
Minney, Patrick W	EFT	1279	6,424.89	556.62	1,018.99	4,849.28
Ness, Shelby L	EFT	1280	6,327.00	527.48	1,239.78	4,559.74
Nibler, Justin M	EFT	1281	8,364.66	1,145.14	1,302.66	5,916.86
Nicholson, Joseph C	EFT	1282	6,293.76	625.78	1,180.39	4,487.59
Pasic, Joseph C	EFT	1283	9,192.87	1,222.18	2,139.04	5,831.65
Penwell, Robert	EFT	1284	8,494.29	2,104.02	1,329.46	5,060.81
Perrollaz, Evan G	EFT	1285	1,396.00	0.00	126.30	1,269.70
Pranger, Matthew	EFT	1286	6,777.04	588.78	1,410.73	4,777.53
Pridgen, Melissa K	EFT	1287	5,623.80	375.15	1,024.70	4,223.95
Slaughter, Nathan D	EFT	1288	5,640.81	408.07	1,042.56	4,190.18
Smith, David A	EFT	1252	25,705.66	0.00	6,972.76	18,732.90
Starr, Barbara L	EFT	1289	548.14	0.00	296.90	251.24
Teasdale, Andrew J	EFT	1290	7,152.00	1,558.70	1,699.86	3,893.44
Venegas, Gilberto M	EFT	1291	5,619.65	356.93	548.79	4,713.93
Walter-Rognas, Leslie A	EFT	1292	8,457.39	1,312.19	1,890.76	5,254.44
Wesserling, Richard S	EFT	1293	7,178.82	2,926.40	1,186.90	3,065.52
West, Marina GL	Check	20310	695.25	0.00	69.44	625.81
Totals:			326,564.70	41,790.16	65,518.48	219,256.06



Council Payroll Paycheck Register (Multiple Packet

Town of Friday Harbor

Report Summary

Packet: PYPKT00464 - 2026-06-05 Dave Smith Payout

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	216,037.51
Total	52	216,037.51

Type	Count	Amount
Regular Checks	3	11,549.99
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	216,037.51
Total	55	227,587.50

Type	Count	Amount
Regular Checks	3	11,549.99
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	216,037.51
Total	55	227,587.50

Type	Count	Amount
Regular Checks	3	11,549.99
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	52	216,037.51
Total	55	227,587.50

RESOLUTION NO. 3035

**A RESOLUTION BY THE COUNCIL OF THE TOWN OF FRIDAY HARBOR AUTHORIZING
AN AGREEMENT WITH DISCOUNT FENCE FOR FENCE REPLACEMENT AT THE
PUBLIC PARKING LOT LOCATED AT 330 SPRING STREET.**

WHEREAS, the chain link fencing and posts along the western side of the Spring Street Public Parking Lot located at 330 Spring Street have degraded and are no longer in viable condition; and

WHEREAS, the Town solicited proposals from three bidders utilizing the small works roster; and

WHEREAS, it is the recommendation of the Public Works Director that the bid for 115' of fence and post replacement for \$13,475.00, plus estimated sales tax of \$1,165.59, for a total contract amount of \$14,640.59 submitted by Discount Fence is the lowest responsible bid from a qualified firm; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor as follows:

1. The bid for fence replacement is awarded to Discount Fence.
2. The Mayor is authorized to enter into contract with Discount Fence for a total contract amount of \$14,640.59.

Said agreement, proposal and bid sheet is attached hereto.

DULY PASSED AND ADOPTED this 16th day of July 2026.

TOWN OF FRIDAY HARBOR

Evan Perrollaz, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:

Jennifer M. Krembs, Town Clerk



CONTRACT FOR SMALL WORKS

Between: Town of Friday Harbor and Discount Fence
Services: 330 Spring Street Parking Lot Fence Replacement Project:
115' of fence and post replacement located at 330 Spring Street Parking Lot
Commencing: July 16, 2026
Terminating: August 28, 2026
Amount: Amount not to exceed \$14,640.59, including sales tax.

THIS AGREEMENT, made and entered into by and between the **Town of Friday Harbor**, a Washington municipal corporation (the "Town") and Discount Fence, a Washington corporation, (the "Contractor").

RECITALS

WHEREAS, the Town desires to contract with the Contractor to replace approximately 115' of chain link fence and posts located at the 330 Spring Street Parking Lot.; and

WHEREAS, pursuant to the invitation of the Town, the Contractor filed a proposal to perform the above-mentioned work; and

WHEREAS, the Town has determined that the Contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this contract, the parties covenant and agree as follows:

1. Scope of Work to be performed. The Town shall obtain all permits for the project. The Contractor shall secure the needed equipment, and provide the necessary services, in accordance with and as described in the attached scope of work and shall perform any alterations in or additions to the work as provided under this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work provided for in this contract, unless otherwise specified in the attached scope of work (**Exhibit A**). Specific Scope of work selected by the Town from Exhibit A:

- A. Mobilization/travel: \$1,750.00
- B. Removal and disposal of existing fencing (no plugs) \$1,150.00
- C. Material selected is: Galvanized steel and gray slatted fencing \$9,775.00
- D. Additional terminal post: \$800.00

2. Contract Documents. The contract between the parties includes this contract along with the attached scope of work and project quote (Exhibit A), hereby incorporated by reference and made a part of this contract as if set forth in full, and shall be referred to herein as the "Contract Documents".

3. Town Responsibility for Payment. The Town agrees to pay the Contractor for the actual work completed according to the attached payment schedule in Exhibit A. Payments may be adjusted in the event of any reduction in the level of service. Such payments will be negotiated between the Town and Contractor prior to payment.

4. Time of Performance/Term of Contract. Work shall start no later than July 16th, 2026, and shall be continued until the scope of work described in Exhibit A is completed or by August 28th, 2026.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the Town that the work will conform with the requirements of the Contract Documents, and shall be workmanlike in performance.

5.2. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the Town harmless from any damage or expense by reason of improper or negligent performance in fulfilling the contract terms.

6. Change Orders. Changes in the scope of work (supplemental services) to be performed and/or in the amount of the fee schedule may be accomplished only by a written document, signed by the Contractor and the Town.

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The Town shall be named as an additional insured on the insurance policy. The Contractor's insurance shall be primary insurance as respect the Town and the Town shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. Retainage. Retainage ___ is waived X is not waived for this project. If not waived, retainage shall be held at 5%, unless 10% retainage is requested by the Contractor in lieu of contract bonds. Request for 10% retainage is attached hereto as Exhibit B.

9. Contract Bonds. A payment and performance bond X is waived ___ is not waived for this project. If not waived, within 10 days of execution of this contract, the Contractor shall provide the Town with a performance and payment bond sufficient to ensure performance under this contract, or request the Town withhold 10% retainage in lieu of the contract bonds in accordance with RCW 39.08.010(3).

10. Prevailing Wages. Pursuant to RCW Chapter 39.12.040, prior to payment by the Town, the Contractor must submit - on behalf of itself and each and every subcontractor – a “Statement of Intent to Pay Prevailing Wages,” which must be approved by the Department of Labor and Industries prior to its submission. Applicable prevailing wages in effect in San Juan County on the date of execution of this contract may be found on the L&I website at <https://secure.lni.wa.gov/wagelookup/>.

11. Town Business License Required. The Contractor must obtain a Town of Friday Harbor Business License before any payment under the contract can be made.

12. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the Town, which consent may be withheld by the Town in its sole discretion.

13. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the Town of Friday Harbor Municipal Code and ordinances of the Town of Friday Harbor. Venue for any action hereunder shall be exclusively in San Juan County.

14. Termination. This contract can be terminated by either party upon default in performance of the other party, if such default is not cured within ten (10) days of notice thereof, and upon notification of intent to terminate this contract in writing thirty (30) days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this contract may be delivered via email, in person, or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be sent to the following:

TO TOWN:	TO CONTRACTOR:
Town of Friday Harbor Attn: Town Administrator PO Box 219 Friday Harbor, WA 98250 Telephone (360) 378 – 2810 Email: dkulseth@fridayharbor.org	Discount Fence Attn: Missy Lee 2236 Pacific Street Bellingham, WA 98267 Telephone: (360) 873-4005 Email: missylee@discountfencewa.com

15. Indemnity and Hold Harmless. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, EXCEPT for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this contract is Subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

16. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the Town.

17. Waiver. Waiver by the Town of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

18. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and expert witness fees, and costs and disbursements incurred by such party.

19. Entire Contract. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

20. Binding Effect. This contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

21. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

22. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

23. Authority. Each individual executing this contract is duly authorized to execute and deliver this contract on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the day and year first written above.

TOWN OF FRIDAY HARBOR:

Discount Fence:

Evan Perrollaz, Mayor
DATE: July 16, 2026

Missy Lee, Owner
DATE:



DISCOF*86202

2236 Pacific St.
 Bellingham WA 98267
 (360) 873-4005 – Main Office
 Email: info@discountfencewa.com

Small, Disadvantaged Business
 Minority Woman Business Enterprise
<http://www.discountfencewa.com>

May 27, 2026

To: Public Works Director, Town of Friday Harbor, publicworks@fridayharbor.org
 Re: Parking Lot Fence Replacement Project 2026 – Bid for Fencing

We are a DBE (MWBE) certified small business offering a bid on the subject project. We have more than 30 years' experience installing this type of product for public and private organizations. The bid does not include any labor or materials unless specifically identified as included in this bid letter. Due to the complexity of the bid, there are specific inclusions and exclusions identified in our bid that impact the statement of work.

SOW Inclusions & Pricing LS:

- Mobilization/travel - \$1,750.00
- Removal and disposal of existing fencing (no plugs)– approximately 115 LF @ \$10.00/LF = \$1,150.00
- Install approximately 115 LF of new 6' tall chain link fencing 9 ga 2" mesh with double wall privacy slats (Viewguard product) on a schedule 40 framework (2 7/8" line posts, 1 new 4" end post (8 ft tall) and tie into existing 4" (8 ft tall) end post, with 1 5/8" top rail and bottom tension wire, brace and truss – 1 EA – at new terminal post). Footings 12" wide x 36" deep for terminal posts and 8" wide x 30" deep for line posts. Jackhammer through asphalt as needed to set posts.
 - Galvanized with pre-slatted wire - \$85.00/LF x 115 LF = \$9,775.00
 - Black with pre-slatted wire - \$105.00/LF x 115 LF = \$12,075.00
- Unit pricing requested:
 - Additional terminal posts – 4" x 8' tall @ \$800.00 per post
 - Rock excavation or unsuitable soils - \$300.00 per hole
 - Additional bracing if required - \$300.00 per brace and truss
- Submittals to be provided upon contract award and signature
- Bond to be provided upon request – bond fee not included in pricing – willing to accept 10% retainage option
- State Prevailing Wages and Certified Payroll
- 5 Year Warranty –fencing and gates

Estimated Lead Time & Duration of Work:

- **Lead time – 2 weeks (10 working days)**
- **Duration of work:**
 - Removal and disposal – day 1
 - Dig & Set posts – day 1 potentially day 2
 - Concrete cure – day 2 to 8 unless requirement for cure time is waived
 - Install framework and wire – day 9 and potentially 10
 - Total: 10 workdays to complete work
 - Completion within 30 days of NTP

SOW Exclusions:

- Stamped, engineered drawings and design. Shop drawings will be provided.
- Grading fence line to smooth out high points – must be completed prior to performing post setting/install

DISCOUNT FENCE

2236 Pacific St.
Bellingham WA 98267
(360) 873-4005 – Main Office
Email: info@discountfencewa.com

Small, Disadvantaged Business
Minority Woman Business Enterprise
<http://www.discountfencewa.com>

DISCOF*86202

- Trenching, Product testing or reports, Field welding
- Material cost increases between date of this bid letter and purchase of materials (this is due to severe fluctuations such as with steel) as identified by supplier via invoicing
- Additional trip fees made due to schedule delays or compression
- Additional insurance
- Any non-native underground obstacles such as plugs, and sewer lines are removed from new fence line during demolition; not responsible for performing demolition work to remove missed obstacles
- Materials damage (ex: posts covered in concrete or bent by heavy equipment) that must be repaired or replaced
- Material restocking fees where change order results in return of materials; Credit for any special or custom non-standard items is excluded
- Any element not specifically identified as included above is excluded from our bid price.

Payment Terms:

- Net 30 for work completed by Discount Fence
- Finance charges accrue if payments not made when due; Owner responsible to communicate any gaps in work within 2 days of invoicing and any gaps in paperwork within 5 days
- Expedite fees will apply where schedule compression exists

Thank you,



Larry Bergsma
Owner, Discount Fence
360-722-6123 (Cell)

DISCOUNT FENCE STANDARD TERMS AND CONDITIONS**Change Orders:**

Drawings and specifications finalized in the design process will be provided with enough notice to assess for any change orders and any changes to bid design will be treated as change orders. Change orders must be in writing and formally approved in writing by the GC prior to commencement of work. Where GC directs work to be completed at an agreed to price, Discount Fence will be paid for performing the work irrespective of whether the Owner reimburses the GC. Where GC directs work to be performed due to change in site conditions, Discount Fence will obtain project manager or superintendent signature on change work order. Discount Fence will, at their discretion, bill at either lump sum rate or time & materials rate. No change related work will be performed until written approval is provided; email is an acceptable form of approval if coordinated in advance. Discount Fence will not bear burden of impact on schedule or cost to General Contractor and/or Owner for failing to follow change order process as outlined here.

Schedule:

Bid price based on lean process for fence installation; baseline and revised schedules for fence installation to be developed jointly and agreed to mutually prior to work starting or change incorporation. Specific schedule conditions apply to SOW:

- Discount Fence will have full access to site from 7 am to 7 pm daily including weekends to meet schedule
- Discount Fence must be given reasonable notice of changes in schedule in writing so as to minimize impact to other customers and ensure materials are on site before work can be completed.
- Materials may require more than 2 weeks lead time for manufacturing and/or delivery so contractor will provide enough time in the schedule after submittals are approved or changes made for material to be manufactured and/or delivered.
- When the schedule of Discount Fence work is compressed, the schedule compression will be treated as a change order.
- When the timing of Discount Fence work is changed, schedule delays of more than 1 business day will result in work being rescheduled at least two weeks out.
- Discount Fence will not bear any liability for delays due to lack of coordination or schedule slides driven by other subcontractors or GCC.
- Installation duration will be based on work breakdown structure and schedule of values.
- Punchlist to be provided within 2 weeks of substantial completion
- Review of finished punch list items to be completed by GCC and Owner within 2 business days

Sequence of Work:

Based on our sequence of work for installing fences and gates, the following general conditions apply:

- Field verification of fence measurements and location will be completed before work begins based on general contractor surveying property and locating fence lines using stakes.
- Posts must be set before concrete work around posts completed so as to avoid GC performing core drilling or jackhammering; grouting of posts (considered out of sequence work)
- Fence lines will be clear of debris and all obstacles or work cannot begin; delays in work due to obstacles in ground or other obstacles such as other subcontractors working, or heavy equipment will be charged as standby time on force account

- Out of sequence work will be treated as force account or change orders at an additional cost.

Site Preparation

- Must provide access for cement truck, boom lift and other heavy equipment
- Security of work site – suggest temporary fencing to secure open holes, materials, and equipment
- Staging area and lay down yard for materials to be delivered to site
- Proper drainage of fence lines will be provided to ensure stability of posts.
- General contractor is responsible to have corners, ends and gates staked and grading completing prior to arrival of work crew. If this work is not complete and the fence corners, ends, and gates are not marked clearly with the grade in place, a trip fee of \$1000 will be assessed along with standby time on force account for the crew and owner's time.
- Work site must be inspected for readiness by Discount Fence prior to work starting



DISCOF*86202

2236 Pacific St.
Bellingham WA 98267
(360) 873-4005 – Main Office
Email: info@discountfencewa.com

Small, Disadvantaged Business
Minority Woman Business Enterprise
<http://www.discountfencewa.com>

July 7, 2026

Town of Friday Harbor
Attn: Mike Liptack, Director of Public Works
Friday Harbor, WA

Re: Parking Lot Project – Election to Withhold 10% Contract Retainage

Discount Fence hereby elects to have ten percent (10%) of the contract amount withheld as retainage for the above-referenced project in accordance with the contract documents and applicable Washington State law, in lieu of providing a contract bond.

If any additional documentation is required to implement this election, please let us know and we will provide it promptly.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Missy Lee".

Missy Lee
Owner, Discount Fence

Bid Tab – Town of Fiday Harbor Public Works – (Limited Public Works = under \$150K)

ProjectChain Link Fence Replacement – Public Parking lot – Spring Street

Bid Openiung Date5/27/2026

Project ManagerMike Liptack, Public Works Director

Decision Date6/12/2026

Contractor	Address	Mobilization/ travel	Removal / Disposal	Base Bid	End Post	Total	with Sales Tax (if applicable)	Bond	Responsive
Valley Fence	Burlington, WA	incl	incl	\$14,188.79	\$186.00	\$14,374.79	\$15,618.21	Y	Y
Discount Fence	Bellingham, WA	\$1,750.00	\$1,150.00	\$9,775.00	\$800.00	\$13,475.00	\$14,640.59	Y	Y

Rank	Other Factors (L&I, etc)	Tax alone
2	none	\$1,243.42
1	none	\$1,165.59

RESOLUTION NO. 3036

**A RESOLUTION BY THE COUNCIL OF THE TOWN AUTHORIZING THE MAYOR TO EXECUTE
AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF FRIDAY HARBOR AND SAN JUAN
COUNTY FOR MUTUAL ASSISTANCE RELATED TO PUBLIC WORKS PROJECTS.**

WHEREAS, the County and Town first entered into an Interlocal Agreement on April 19, 1976 relating to the provision of street construction and repair within the Town by County personnel and equipment; and

WHEREAS, pursuant to Resolution No. 2125 dated July 15, 2015, entered another interlocal agreement and said agreement has expired; and

WHEREAS, the Agencies desire to enter into an agreement for the mutual provision of Public Works services and to establish the terms and conditions governing such assistance; and

WHEREAS, the close geographic proximity of the Town of Friday Harbor and San Juan County makes it practical for the Agencies to provide mutual assistance; and

WHEREAS, the Agencies have determined that cooperating in the provision of Public Works services is in their mutual best interests and promotes the efficient use of available resources; and

WHEREAS, the Agencies can further their cooperation by sharing personnel, equipment, technical expertise, and other resources, as mutually agreed, to support the planning, funding, engineering, maintenance, construction, and other Public Works activities; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is hereby authorized and directed to execute the interlocal agreement with San Juan County for mutual assistance related to public works projects. Said agreement is attached hereto.

DULY PASSED AND ADOPTED this 16th day of July 2026.

TOWN OF FRIDAY HARBOR

Evan Perrollaz, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:

Jennifer M. Krembs, Town Clerk

INTERLOCAL MUTUAL COOPERATION AGREEMENT
BETWEEN
SAN JUAN COUNTY
AND
TOWN OF FRIDAY HARBOR

THIS Interlocal Mutual Cooperation Agreement (herein "AGREEMENT") is made and entered into pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATIVE ACT, by and between San Juan County, a political subdivision of the state of Washington (herein "COUNTY"), and the Town of Friday Harbor, a Washington municipal corporation (herein "TOWN"). COUNTY and TOWN may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

WHEREAS, the COUNTY and the TOWN desire to enter into an interlocal agreement to allow each party to provide mutual assistance related to planning, funding, maintenance, equipment sharing, construction and/or other activities related to Public Works projects (herein "PROJECT(S)") in the COUNTY or the TOWN pursuant to and subject to the terms of this AGREEMENT; and

WHEREAS, the parties each represent that they are qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this AGREEMENT;

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

1. SCOPE OF RESPONSIBILITIES.

In accordance with and subject to the purpose of this AGREEMENT (as provided above), either party may, but shall not be required to, perform PROJECT work and/or services, provide PROJECT materials, and allow for the use of each party's equipment for PROJECT work as may be requested by the other party as described in Section 1.1 of this AGREEMENT, below. Reimbursement to the party providing said PROJECT work, materials, equipment, etc., shall be made as further provided and described in Section 3 of this AGREEMENT.

1.1. The scope of such PROJECTS shall be defined in a Request for Interlocal Work or Services on the form provided in Exhibit A, which will list the specific work and/or services to be provided by the parties and the estimated costs. Each individual request requires approval by the Public Works Directors for both parties prior to the initiation of work. Individual requests over \$10,000 require additional approval by the County Manager (COUNTY) and the Town Administrator (TOWN). The parties may at any time, by written order, make changes to the request for interlocal work or services. These changes must be

approved by the Public Works Directors (and if change is over \$10,000, the County Manager and the Town Administrator) prior to the initiation of the changes.

1.2. In the event that either party uses any equipment owned by the other party pursuant to this AGREEMENT, the parties agree that any user and/or operator of such equipment shall be an operator properly trained and/or certified in accordance with applicable law and industry standards, as further provided and described per Section 3 of this AGREEMENT, below.

1.3. In any particular instance or in all instances, either party may decline requested PROJECT work and/or services for the other party.

2. TERM.

The term of this AGREEMENT shall be from date of mutual execution through April 30, 2036, unless sooner terminated pursuant to the terms herein.

3. COMPENSATION AND MANNER OF FINANCING.

The parties agree that reimbursement for PROJECT work and/or services as may be performed by either party shall be made as follows:

3.1. COUNTY may perform services, provide materials, and/or provide the use of COUNTY's equipment (to be operated by a COUNTY operator), for work on TOWN's facilities upon TOWN's request and acceptance by COUNTY, to be reimbursed by TOWN to COUNTY at the actual costs incurred by COUNTY for said work, materials, use of COUNTY equipment, and wages for COUNTY operators and other staff, and in addition thereto, ten percent (10%) of the total costs shall be added for overhead costs for account, billing, and administrative services, provided that COUNTY shall submit to TOWN an itemized, signed statement of the costs; within thirty (30) days thereafter, TOWN shall pay to COUNTY the amount of said statement. Upon the request of TOWN, COUNTY shall provide adequate supporting documentation for any and all amounts billed to TOWN by COUNTY pursuant to the terms of this AGREEMENT.

3.2. TOWN may perform services, provide materials, and/or provide the use of TOWN's equipment (to be operated by a TOWN operator), for work on COUNTY's facilities upon COUNTY's request and acceptance by TOWN, to be reimbursed by COUNTY to TOWN at the actual costs incurred by TOWN for said work, materials, use of TOWN equipment, and wages for TOWN operators and other staff, and in addition thereto, ten percent (10%) of the total costs shall be added for overhead costs for account, billing, and administrative services, provided that TOWN shall submit to COUNTY an itemized, signed statement of the costs and within thirty (30) days thereafter, COUNTY shall pay to TOWN the amount of said statement. Upon the request of COUNTY, TOWN shall provide adequate supporting documentation for any and all amounts billed to COUNTY by TOWN pursuant to the terms of this AGREEMENT.

4. ADMINISTRATION.

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this AGREEMENT and for coordinating and monitoring performance under this AGREEMENT. In the event such representatives are changed the party making the change shall notify the other party.

4.1. The COUNTY's representatives shall be the County Public Works Director and the County Manager.

4.2. The TOWN's representatives shall be the Town Public Works Director and the Town Administrator.

5. TREATMENT OF ASSETS OR PROPERTY.

All improvements made under this AGREEMENT will be the property of the jurisdiction that requested the improvements. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.

6. NO PARTNERSHIP OR JOINT VENTURE.

6.1. No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this AGREEMENT. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of either party shall be deemed to be an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party for any purpose. Each party is solely and entirely responsible for its acts and for the acts of its agents, employees, contractors, subcontractors, consultants, volunteers, or other representatives during the performance of this AGREEMENT.

6.2. In the performance of the services herein contemplated each party is an independent contractor with the authority to control and direct the performance of the details of the work, however, the result of the work contemplated herein must meet the approval of the requesting party and shall be subject to the requesting party's general rights of inspection and review to secure the satisfactory completion thereof.

7. NO THIRD-PARTY BENEFICIARIES.

This AGREEMENT is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

8. INDEMNIFICATION.

Each party agrees to be responsible and assume tort liability for its own wrongful and/or negligent acts or omissions, or those of its officials, officers, agents, or employees to the fullest extent

required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. It is further provided that no liability shall attach to COUNTY or TOWN by reason of entering into this contract except as expressly provided herein. The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. In the case of negligence or wrongful acts by both the COUNTY and the TOWN, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

For work performed under this AGREEMENT, each party shall also indemnify the other against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, worker's compensation, social security and income tax laws, for itself and any of its own employees or volunteers.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of San Juan County and the Town of Friday Harbor, its officers, officials, employees, and volunteers, that party's liability hereunder shall be only to the extent of that party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes both parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

9. INSURANCE.

Each party will carry and maintain throughout the period of the AGREEMENT at its own expense the following minimum insurance, which must be primary and non-contributory, and which may be provided by a commercial insurance carrier protected under the State of Washington Guaranty Fund, or by a risk management pool approved by the Washington State Insurance Commissioner:

- 9.1. Commercial general liability insurance in the amount of no less than \$1,000,000 (or if greater, to the limit of the policy) for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this AGREEMENT.
- 9.2. Auto liability insurance with limits of no less than \$1,000,000 for each person and/or \$1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this AGREEMENT.
- 9.3. Statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law.

9.4. Each party shall provide the other with evidence of insurance in the form of Certificate(s) of Insurance satisfactory to the other, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon request, either party shall also provide to the other a duplicate copy of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one, if applicable as evidence of coverage.

9.5. Approval of insurance is a condition precedent to full execution, including continued compensation, of this AGREEMENT. The maintenance of said insurance will not in any manner affect either party's obligation to hold harmless and indemnify the other party as provided in this AGREEMENT.

10. MAINTENANCE AND INSPECTION OF RECORDS.

10.1. Both parties shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the AGREEMENT. In addition, the parties shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this AGREEMENT. All of the above shall be subject at all reasonable times to inspection, review, or audit by the other party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this AGREEMENT.

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

11. COMPLIANCE WITH LAWS.

The parties to this AGREEMENT shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this AGREEMENT.

12. TERMINATION.

Any party hereto may terminate this AGREEMENT upon thirty (30) days' notice to the other party in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested to the party's last known address for the purposes of giving notice under this paragraph. If this AGREEMENT is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this AGREEMENT prior to the effective date of termination, except the duty to indemnify pursuant to Section 8 shall survive such termination.

13. MEDIATION.

The parties shall use reasonable efforts to resolve any controversies or disputes arising out of or relating to this AGREEMENT through a good faith attempt at mediation. Each party will pay its

own attorneys' fees and costs in connection with mediation.

14. ARBITRATION.

15.1. Any controversy or claim arising out of or relating to this AGREEMENT that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the AGREEMENT of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

15.2. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

15.3. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

15.4. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

15.5. This AGREEMENT shall be governed by the laws of the state of Washington, both as to interpretation and performance.

15. VENUE AND CHOICE OF LAW.

In the event that any litigation should arise concerning this AGREEMENT, the venue shall be the Superior Court of the State of Washington in and for the County of San Juan. This AGREEMENT shall be governed by the laws of the State of Washington.

16. CHANGES, MODIFICATIONS, AMENDMENTS, and WAIVERS.

The AGREEMENT may be changed, modified, amended or waived only by written agreement executed by the parties hereto. The waiver of, or the failure to take action with respect to, breach of any term, covenant, or condition of the Agreement shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

17. SEVERABILITY.

It is understood and agreed by the parties that in the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held by any court to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portions of the AGREEMENT shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the AGREEMENT did not contain the particular term, part or provision held to be invalid.

18. ENTIRE AGREEMENT.

This instrument contains the entire AGREEMENT between the parties and any prior statements, promises, or inducements made by any party or agent of that party that are not contained in this AGREEMENT shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

19. STATUS OF AGREEMENT.

This AGREEMENT is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

20. NOTICE.

Notice provided for in this AGREEMENT shall be sent by certified mail to the following addresses designated for the parties:

SAN JUAN COUNTY
DEPARTMENT OF PUBLIC WORKS
Colin Huntmer, Director
P.O. Box 729
Friday Harbor, WA 98250

TOWN OF FRIDAY HARBOR
DEPARTMENT OF PUBLIC WORKS
Mike Liptack, Director
P.O. Box 219
Friday Harbor, WA 98250

21. ELECTRONIC SIGNATURE.

The parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement have the same force and effect as manual signatures.

//
//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of this _____ day of _____, 20____.

SAN JUAN COUNTY, WASHINGTON

COUNTY COUNCIL

ATTEST: Clerk of the Council

Sally Rogers, Clerk Date

Justin Paulsen, Chair Date
District 2

REVIEWED BY COUNTY MANAGER

Jessica Hudson Date

Kari McVeigh, Vice-Chair Date
District 1

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Amy S. Vira

Jane Fuller, Member Date
District 3

Reviewed By: Jon Cain 6/18/2026

TOWN OF FRIDAY HARBOR

Seal of the Town:

ATTEST: Town Clerk

Jennifer Krembs Date

Evan Perrollaz Date
Mayor

Exhibit A

Request #_____ for Interlocal Work or Services

Requesting Party:

- ☐ San Juan County
☐ Town of Friday Harbor

Providing Party:

- ☐ San Juan County
☐ Town of Friday Harbor

Description of Request:

Estimated Date of Project Completion:

Estimated Cost of Services:

Approved By:

San Juan County
Colin Huntmer
Public Works Director

Town of Friday Harbor
Mike Liptack
Public Works Director

Signature Date

Signature Date

If request is over \$10,000:

Approved By:

San Juan County
Jessica Hudson
County Manager

Town of Friday Harbor
Denice Kulseth
Town Administrator

Signature Date

Signature Date

FW: Charles landscaping

From Ryan Ericson <ryane@fridayharbor.org>
Date Mon 7/13/2026 12:08 PM
To Jennifer Krembs <jkrembs@fridayharbor.org>

From: Ryan Ericson
Sent: Tuesday, June 23, 2026 1:03 PM
To: 'Kate Rachwitz' <katerachwitz@gmail.com>; jeff rachwitz <jeffreyrachwitz@gmail.com>; Mason Wiley <owileymason@gmail.com>; Gregory Maynard <gregoryb.maynard@gmail.com>; Evan Perrollaz <eperrollaz@fridayharbor.org>; Steve Hushebeck <stevehushebeck@fridayharbor.org>; richarddg@fridayharbor.org; Anna Maria deFreitas <anna@fridayharbor.org>; Chelsey Dyer <cdyer@fridayharbor.org>; Barbara Starr <bstarr@fridayharbor.org>
Subject: RE: Charles landscaping

Ms. Rachwitz,

The Finnegan Ride Developer, Charles Thomas, has posted a bond for the trees and shrubs that will be planted in accordance with the 2019 approved PRD no later than October 2026, the private road has been installed and stripped per the 2019 approved PRD, and the stormwater erosion control and amended soils were installed per the 2019 approved engineered stormwater plan. The Engineer of Record (EOR) has been included on correspondence with the HOA and Mr. Thomas regarding the permanent erosion control. A letter from the EOR indicating acceptance of the final erosion control has been requested.

Kind Regards,

Ryan Ericson
Community Development Director
Town of Friday Harbor

For questions regarding an existing permit or assistance with permit applications please email permits@fridayharbor.org

From: Kate Rachwitz <katerachwitz@gmail.com>
Sent: Wednesday, June 17, 2026 7:13 PM
To: Ryan Ericson <ryane@fridayharbor.org>; jeff rachwitz <jeffreyrachwitz@gmail.com>; Mason Wiley <owileymason@gmail.com>; Gregory Maynard <gregoryb.maynard@gmail.com>; Evan Perrollaz <eperrollaz@fridayharbor.org>; Steve Hushebeck <stevehushebeck@fridayharbor.org>; richarddg@fridayharbor.org; Anna Maria deFreitas <anna@fridayharbor.org>; Chelsey Dyer <cdyer@fridayharbor.org>; Barbara Starr <bstarr@fridayharbor.org>
Subject: Charles landscaping

Here are photos of the code adjacent Charles' landscaping on Finnegan Ridge.
All of the new units are occupied just an FYI.

Is this an example of acceptable landscaping per the agreement with the council?
There are no retaining walls which could lead to that pile of dirt washing away with the winter rains, and may possibly causing problems for others near this landscaping choice.
I hope that if and when Charles sends in additional requests to build, he will be held to higher standards and watch him carefully. The standards like the strict highly detailed ones you are holding the the Home Trust to.

Thank you. Kate Rachwitz

FW: Charles landscaping

From Ryan Ericson <ryane@fridayharbor.org>

Date Mon 7/13/2026 12:10 PM

To Denice Kulseth <dkulseth@fridayharbor.org>; Jennifer Krembs <jkrembs@fridayharbor.org>

FYI

From: Gregory Maynard <gregoryb.maynard@gmail.com>

Sent: Tuesday, June 23, 2026 5:08 PM

To: Ryan Ericson <ryane@fridayharbor.org>

Cc: Kate Rachwitz <katerachwitz@gmail.com>; jeff rachwitz <jeffreyrachwitz@gmail.com>; Mason Wiley <owileymason@gmail.com>; Evan Perrollaz <eperrollaz@fridayharbor.org>; Steve Hushebeck <stevehushebeck@fridayharbor.org>; richarddg@fridayharbor.org; Anna Maria deFreitas <anna@fridayharbor.org>; Chelsey Dyer <cdyer@fridayharbor.org>; Barbara Starr <bstarr@fridayharbor.org>; ron and vicki <ronandvicki@centurylink.net>; Jennifer Harkness <jenn@courageoushearthealing.com>; drewloura@gmail.com

Subject: Re: Charles landscaping

Ryan---

Good afternoon and thanks for copying me on your reply to Ms. Rachwitz' email. It seems as though you and Charles are ready to wrap things up.

- 1) How many test pits have you dug to confirm the depth of amended soil as stipulated by the engineer? A freebie wood chip "frosting" courtesy of Ryan Schrock is a convenient cover that will float off with heavy rains, and will sport a tough-to-control unirrigated weed bed in a few months.
- 2) Buildings on separate tax parcels remain less than five feet apart. How many times has this situation been allowed to pass?
- 3) Two of the most recently built buildings share stair/porch access. My search of recorded documents for these tax parcels indicate there is no documented and recorded access easement agreement for these buildings. Have I missed something? How many times has this situation been allowed to pass?

I am only a tax paying observer to the above observations, but I am an abutting owner with the following concerns I've had since I documented them to the council before the initial meeting where the Purple Lane Project was introduced:

Unconsolidated rubble from the ripped up school tennis courts with crusher fines topping comprises the noxious weed-constrained overbank fill material deposited to my property line. I have documented with pictures to illustrate how the periodic torrential rains erode this unconstrained material unto my property. Yeah, it's the perfectly dry time of the year to approve what exists, but who will be interested in this situation when the rains return...as they have as documented with pictures in your file by me through the years?

Apparently the town is blind to the use of retaining walls and curbs on Charles' investment. Neither contribute to the investor's bottom line, but lack of both are insults to the town code...in addition to the insults listed as observations above. I pay taxes at various government levels, but only at a local level do I feel a chance that my values may be recognized and benefit the community as a whole. Actions speak louder than words. Show me.

Kind regards,

Greg Maynard

On Tue, Jun 23, 2026 at 1:03 PM Ryan Ericson <ryane@fridayharbor.org> wrote:

Ms. Rachwitz,

The Finnegan Ride Developer, Charles Thomas, has posted a bond for the trees and shrubs that will be planted in accordance with the 2019 approved PRD no later than October 2026, the private road has been installed and stripped per the 2019 approved PRD, and the stormwater erosion control and amended soils were installed per the 2019 approved engineered stormwater plan. The Engineer of Record (EOR) has been included on correspondence with the HOA and Mr. Thomas regarding the permanent erosion control. A letter from the EOR indicating acceptance of the final erosion control has been requested.

Kind Regards,

Ryan Ericson

Community Development Director

Town of Friday Harbor

For questions regarding an existing permit or assistance with permit applications please email permits@fridayharbor.org

From: Kate Rachwitz <katerachwitz@gmail.com>

Sent: Wednesday, June 17, 2026 7:13 PM

To: Ryan Ericson <ryane@fridayharbor.org>; jeff rachwitz <jeffreyrachwitz@gmail.com>; Mason Wiley <owileymason@gmail.com>; Gregory Maynard <gregoryb.maynard@gmail.com>; Evan Perrollaz <eperrollaz@fridayharbor.org>; Steve Hushebeck <stevehushebeck@fridayharbor.org>; richarddg@fridayharbor.org; Anna Maria deFreitas <anna@fridayharbor.org>; Chelsey Dyer <cdyer@fridayharbor.org>; Barbara Starr <bstarr@fridayharbor.org>

Subject: Charles landscaping

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I hope that if and when Charles sends in additional requests to build, he will be held to higher standards and watch him carefully. The standards like the strict highly detailed ones you are holding the the Home Trust to.

Thank you. Kate Rachwitz

Town of Friday Harbor

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MEMORANDUM

To: Town Council

From: Ryan Ericson, Community Development Director

Date: 03/26/2026

Re: Letter dated January 12, 2026 (Attachment A), to Town Council from Mason Wiley et.al.
regarding Finnegan Way

Item 1. Paragraph 1 page 1

While there are numerous grievances to illustrate a clear lack of planning and governmental oversight for this project as described below, we are primarily concerned with three issues at this juncture—landscaping and open space.

Staff Response:

Until the recent the discussion in the last 6 months, Town Staff has received one letter with concerns at Finnegan Way (Attachment B). This letter was received in October 2022 regarding stormwater runoff at the construction site. The letter indicated the owners were discussing the matter with Mr. Thomas and those owners were not requesting the Town intervene at that time. Town staff completed an inspection of the Construction Erosion Control on November 22, 2022, and issued a correction email to the constructor onsite.

Current Town Staff have been overseeing the development since 2021. This is includes keeping in contact with five contractors (4 General Constructors and 1 large pipe and site preparation contractor) throughout the development:

2021

- March
 - Requesting as-built final stormwater installation for Phase I, update construction stormwater prevention plan, updated permanent stormwater controls
- April
 - Town Staff request water heater expansion tanks for Phase I homes
 - Discussion with new unit owner and issued temporary occupancies
 - Town Staff requested installation of Street Sign
- May
 - Town Staff requested lateral engineering calculations
- June
 - Town Staff requested that the project engineer provide engineering calculations for water service

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- Town Staff requested an updated Utility Plan resulting from site plan changes
- July
 - Town Staff reviewed updated water system
 - Sent request for more information i.e., stormwater and addressing directory
- August
 - Approved revised water system plan, loop not allowed with existing pump
 - Discussed location of refuse containers instead of individual cans
 - Denied request for final inspections; requested updated stormwater and road construction not completed
 - Meeting to discuss road construction and stormwater plan. Applicant asked to wait on pavement until construction completed
 - Email outlining path forward for Finnegan Way Development
- September
 - Received updated stormwater plan
 - Town Staff requested installation of Street Sign
- October
 - Town meeting with project engineer about updated stormwater plan
 - Request more information on submitted building permits for foundation and lateral deck connections
- November
 - Eliminate grass/gravel grids on main access road and increase detention.
 - Ok. For temporary gravel road
- December
 - Refuse trash container not on a pad
 - Stop work order, construction without a permit and final plat of Phase III

2022

- February
 - Received updated stormwater plan
 - Compliance Letter for erosion control
- March
 - Received email and letter regarding stormwater runoff on property. Town Staff requested a meeting with Mr. Maynard. Meet with Mr. Maynard and Mr. Whelan
 - Requested more information on updated stormwater plan
 - Site meeting to discuss permanent stormwater facilities, road construction, Sewer, Foundations on fill, perimeter planting requirements. Developer indicated waiting on local nursery to recommend planting in rocky areas
- April
 - Discussion stem wall construction with project engineer

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- May
 - Received lateral engineering analysis on foundations. Retrofit design received and approved
 - Received final updated stormwater plan
- July
 - Phase III approval revoked and submitted to Town Council per Town Code. Town Council approved Phase III
- September
 - Tried to set up a meeting with owner of Madrona Court Apartments
- October
 - I received letter from Madrona Court stating they are meeting with Charles about the stormwater runoff and angled slope. They are not asking for Town to intervene at this time
- November
 - Sent correction email for temporary construction stormwater controls out of compliance
- December
 - Developer asked for a meeting to discuss road

2023

- July
 - Issued Temporary Occupancy for Phase II
- August
 - Developer indicates they are getting ready to pave the road

2024

- February
 - Sent 25 permit expiration letters to developer with items missing including expansion tanks, landscaping, and road construction
- March
 - Request for extension on all permits. Also needs to request more time for road paving until after lots 19-26 are completed
- April
 - Applicant submits permits for last 9 permits
 - Sent request for more information on building permits
- June
 - Developer asked that Temporary COs be extended
 - Responded to Developers agent questions regarding the request for more information. Response was late error in issuance completed in May

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- Indicated that Temporary COs will not be issued until PRD was completed
- July
 - Sent request for more information
- August
 - Issued permits for lots 18-22 that were submitted with road construction by October 1, 2024, and landscape and trail plan required prior to framing
- October
 - Developer concerned with damage to asphalt if installed prior to heavy equipment operation at the final construction sites.
 - Issued amended condition 7 to require road prior to June 15, 2025, as the asphalt plant was shut down for the year
- November
 - Developer seeks approval of building permits for lots 23-26. Indicates that a down payment for next summer paving and will send the invoice.
- December
 - Town issues response that DCD is still waiting on responses to the request for more information in July 2024

2025

- January
 - Town informs developer that foundation only permits expired and were not extended
- March
 - Discussion on meter payments with Developer
- April
 - Harkness public records request
- June
 - Developer provides email to Ms. Harkness and the Town and attaches the landscape plan from the preliminary plat approval. Asks to go over the plan with Ms. Harkness
 - Ms. Harkness provides a date for meeting with Developer. Has ideas for the landscaping plan
- July
 - Developer indicates a meeting with the HOA; expecting a landscape plan from the HOA in a week
 - Town received on request to meet with a member of the HOA to go over landscape ideas
 - Town met with the members; who followed up with a landscape plan
 - Town asked for a second meeting on July 29
- September

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- Ms. Harkness asks for summary of my discussions with the Developer regarding the landscape plan and occupancies
- Town responds no occupancy has been given
- Ms. Harkness response requesting information on an escrow account for landscaping
- Update from Developer paving should occur soon and continued HOA meetings regarding landscaping
- Town provides HOA with a summary of bonding for landscaping
- Received update on landscaping meetings from Ms. Harkness
- October
 - Town Staff requested from the Developer a paving date and provided documentation of required amended soils
 - Received developer's response. Asked for a site visit on landscaping and stormwater erosion seeding after pavement installed
 - Received email from Developer that Lawson's asphalt machine is not operational; parts on the way
 - Ms. Harkness indicates that all communication with Developer is through attorney's requested updates on landscaping plan and occupancy on rentals
 - Town staff explains response to previous emails was in drafts. Sent the response to next day and offered to meet with HOA and Developer
 - Ms. Harkness responded will discuss meeting with HOA Board and Attorney

2026

- January
 - Town Council receives a letter from adjacent property owners expressing concerns.
 - Developer sends update on Lawson's timing for paving. Waiting for 50-degree temperature
- February
 - Developer sends update on landscape plan
 - Courtesy walk-through of units no final approval or occupancy provided
- March
 - Ms. Harkness asked for update on paving timing to notify the neighbors
 - Met onsite with Lawson and MEM regarding layout of drive access and parking
 - Town staff sent an email to Lawson, Developer, and HOA outlining the inspection procedures for the road and true grid
 - Ms. Harkness asked for most recent PRD and Landscape approval plan
 - Town staff responded with explanation of preliminary plat approvals and final plat procedures. Explained that the public records request is being processed per the schedule provided

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- Met onsite with Developer and project engineer to discuss landscaping as required by the preliminary plat approval and stormwater plan

Item 2. Paragraph 2, Page 1

Our request is simple. We ask that the Town of Friday Harbor government ("Town") enforce its own code prior to the issuing of certificates of occupancy or other finalization and permitting of the project.

Town staff will continue to enforce the project as approved and consistent with applicable state building codes and statutes. Town staff will continue to process code compliance requests when submitted.

Item 3. Paragraph 3, Page 1

The Finnegan Way development was allowed to proceed with setbacks that are a mere three feet from boundary lines. As described by Thomas Sandstrom in an April 12, 2019, letter to the Town (Attachment A), the original Finnegan Way site plan violates the Salmon Run setback requirements that were legally enforceable by the Town. The Town should have enforced this plat restriction and declined to do so for reasons not found in the record.

Staff Response:

The opportunity for any party to appeal the original approval of the Planned Unit Development is within 21 days after the Town Council issued final approval. This appeal period is set by the State in RCW 36.70c.040(3). The state created an expedited judicial review for land use decision appeals RCW 36.70c commonly referred to as the Land Use Petition Act or LUPA at the same time of adoption of other growth management statutes in RCW 36.70a and RCW 36.70b. The 2019 letter written by Thomas Sandstrom provided by Mr. Mason, indicates in the last paragraph the urgency in requesting a timely Town's response to meet the LUPA appeal period. A LUPA appeal was not filed by Mr. Sandstrom or any other aggrieved party.

Washington State Supreme Court in 2002 issued a decision on Chelan County vs. Nykreim in favor of the applicant Nykreim; where Chelan County, a year after issuance, revoked an approved boundary line modification that created a new lot in violation of Chelan County code and Washington State RCW 58.17 Plats-Subdivisions. The Court determined that local jurisdictions are subject to the same appeal period as any other party in RCW 36.70c.040(3), as a result Chelan County was barred from revoking the decision after the 21-day appeal period concluded.

An applicant is vested to the land use controls in affect at the time of preliminary plat approval for 5 years. If an applicant submits a final plat within those 5 years, then the plat is vested for an additional 5 years. These vesting periods are set by the State in RCW 58.17 Plats-Subdivisions. Finnegan Way Phase I was approved in 2019, Phase II was approved in 2020, and Phase III of

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Finnegan Way was approved in 2022. The Finnegan Way PRD is subject to the land use controls in affect at the time of preliminary plat approval until April of 2027.

The governing conditions of approval and plat map are memorialized in the April 2019 Town Council decision issuing preliminary plat approval. Those conditions are provided as Attachment C and are the sole applicable standards that the applicant/developer must satisfy.

Item 4. Paragraph 4, Page 1

On average, each home has less than two parking spaces, leaving many of the residents to park off-street, which is prohibited and dangerous on our private road.

Staff Response:

The project consists of 26 detached single-family homes on separate lots within the multifamily zone. The proposal as described in the Findings of Fact and Conclusions of Law and Decision that issued approval of the PRD, indicates a multifamily planned residential development. At the time of preliminary plat approval multifamily development required 1.5 spaces per unit. Applying that standard the applicant/developer is required to provide 39 parking spaces. According to the approved site plan the developer will provide 26 standard spaces and 22 compact spaces, for a total of 48 parking spaces or 1.85 parking spaces per unit.

True to typical multifamily development, parking spaces are dispersed throughout the development. Some of the parking spaces are located within individual lot boundaries. Condition of Approval #9 indicates that the Homeowners Association will provide parking easements; those easements will need to be established prior to final occupancy of the remaining 4 units.

Item 5. Paragraph 4, Page 1

Many of the parking spaces are on a slope with gravel that spills into the roadway year-round, already causing considerable road damage and dramatically reducing road-life expectancy.

Staff Response:

Construction sites are required to control "track out", soils deposited by construction vehicles on roadways. Town Staff has not received code compliance requests regarding soils tracked onto the roadway.

This issue appears to be a maintenance issuance of the private road Finnegan Ridge from the overspill of gravel originating in the True Grid gravel pavers installed in the Phase I area. True Grid gravel pavers when not properly maintained may allow gravel to migrate into the roadway; this condition does exist on Sockeye Avenue adjacent to Phase I parking area. This is an issue for those parties subject to the Salmon Run Short Plat private road easement

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(document number 1999-0120001) that established the Road and Utility maintenance agreement. Item 4. Explicitly states, "The construction, maintenance, and drainage of the private road, Sockeye Avenue (current name Finnagen Ridge), shall not be the responsibility of the Town of Friday Harbor."

Item 6. Paragraph 1, Page 2

For years there appeared to be no stormwater runoff mitigation, resulting in damage and hefty repair costs to downhill neighboring properties, in particular 580-582 Finnegan Ridge and the Madrona Court Apartments. This is likely the result of the developer's removal of nearly every tree within the Finnegan Way building area. To the Town and/or developer's credit, it appears that some controls have been installed in the past year, alleviating some of the stormwater issues. However, downhill residents note that there is still uncontained fill from the project that drains into their property during storms.

Staff Response

Construction erosion control measures have been in place from the beginning of site improvements. Some measures were readdressed in 2022. The final grade of the road occurred in 2024, 5 years after development started this maybe the recent change discussed in the letter.

The onsite stormwater flow controls include underground detention tanks and catch basins that will direct water to the existing stormwater conveyance ditch. Final grade and paving have not occurred, the permanent stormwater system may not be receiving the entirety of designed flow. Post construction soil amendments and grass will be installed to ensure long term soil stability. The site is an active construction area; the contractor is not required to meet post construction standards until after improvements are completely constructed.

Item 7. Paragraph 2, Page 2

Many truckloads of soil were taken from the project area as well. This has led to the uncontained spread of noxious weeds, including tansy ragwort and scotch broom. (more on landscaping below). To our knowledge, there has never been an effort by the developer to contain the spread of noxious weeds.

Staff Response:

Town Staff have never received a noxious weed complaint. The Town of Friday Harbor does have a tree retention/protection ordinance. Temporally removing topsoil is allowed, so long as amended soils are returned to the site for post construction onsite stormwater management.

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Item 8. Paragraph 3, Page 2

Finnegan Way should not have been allowed to proceed as planned. The Town leadership responsible for these issues is mostly gone. With the Town's new leadership in mind, we expect better.

Staff Response:

The Planned Unit Development meets or exceeds several of the provisions in the Town of Friday Harbor Municipal Code. Additional conditions of approval may have assisted in managing the development flow. A stricter application of temporary occupancies may have led to less inconveniences of residents in the development and neighborhood, however those units would have sat empty and out of the needed housing stock.

Item 9. Paragraph 4, Page 2

We ask the Town to require the developer to meet the landscaping standards found within FHMC 17.66.040(F). During a March 26, 2025, annual meeting for the Finnegan Ridge HOA, of which Finnegan Way HOA is a member, the developer stated that the land underlying Finnegan Way is nothing but "bare rock," so he can't be expected to meet the Town's landscaping requirements. We've come to understand that Mr. Thomas made the same representation to Town staff as well. This attempt to evade landscaping standards is unacceptable for two reasons.

Staff Response:

The developer is subject to the Town Council's conditions of approval in the preliminary plat approval documents, the row of trees shown on the approved site plan, and the approved stormwater plan that requires BMP 5T-13 soil amendments with hydroseeding. According to court rulings the time to ensure that a project permit meets Town code is at the time of review before a final decision is issued.

Item 10. Paragraph 5, Page 2

First, the code itself does not provide exemptions from the Town's landscaping standards regardless of the condition of the land. Moreover, the preliminary site plan submitted by the developer and approved by the Town (referenced in Town Ordinance 1066) has trees along the perimeter of Finnegan Way. This plan is binding on the developer. Second, if there is a lack of topsoil now, this is a result of the developer's clearcutting and trucking out of topsoil. The Finnegan Way building area was a forest prior to development. A quick glance on a Polaris map prior to 2019 reveals this, as does a look at neighboring properties.

Staff Response:

The Town approved location of utilities that conflict with planting of trees, specifically sanitary sewer; these utilities are also shown on the preliminary plat approval. The areas with utility conflict may need to provide a solution that meets the visual separator requirements in Chapter 17.66 Planned Residential Development.

The approved stormwater plan requires 8" of amended soils to be brought back onsite with hydroseeding for erosions control (BMP 5T.13). For this project 4" of soil is also required to

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provide a total of 12" of soil medium. In some areas around the housing units, the soil depth may need to be reduced to accommodate the vent wells to prevent flooding of the crawl spaces.

Item 11. Paragraph 6, Page 2

Our request is that the Town ensure that topsoils are adequately replenished along with any infrastructure and hardscaping installations needed that would prevent post-replenishment soil runoff, and a watering plan is established so that landscaping attempts will be successful in the long term. Noxious weeds should also be mitigated to prevent their spread, as is required under State law. RCW 17.10.140.

Staff Response:

The developer is required to meet BMP 5T.13 Post Construction Soil Stabilization (Attachment D), that is a defined soil depth and hydroseeding of areas outside of impervious surfaces. The Friday Harbor municipal code or PRD's conditions of approval do not require the use of drought resistant planting or to establish a landscape maintenance plan. FHMC Chapter 17.66 states that perimeter landscaping shall be required and each PRD shall provide not less than 20 percent of the gross site area for common open space.

The developer is responsible for installation of the required landscaping and condition of approval #9 indicates that the Homeowner Association is responsible for maintenance of drainage detention facilities and the open space; most of the landscaping is within the open space area. The roadside planter strips are within the private road easement.

Item 12. Paragraph 7, Page 2

We've been made aware by members of the Finnegan Way HOA that they have proposed responsible alternatives to the Town's landscaping standards. We support these efforts, so long as the neighborhood is beautified in a way that is conducive to the island's natural environment. And that any changes to the landscaping standards are done in an open public meeting with adequate notice.

Staff Response:

The conditions of approval do not require a specific landscape plan to be completed and submitted for review. There are site constraints which may hinder implementation of the approved preliminary plat map that illustrates a single row of vegetation around the perimeter of the PRD. The preliminary plat map also shows a sewer line in the location of the row of vegetation; the presence of the sewer line is incompatible with plants that have moderate or deep root systems.

As a result, alternative plantings may be required. Any required public meetings will be duly noticed as required by the Friday Harbor Municipal Code Title 20 Development Code Administration or State statutes.

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Item 13. Paragraphs 1 and 2, Page 3

Open Space Per FHMC 17.66.040(G)

At least 20% of the gross site area must be “open space”. Open space is:

1. Concentrated in large usable areas and designed to provide either passive or active recreation;
2. If under one ownership, owned and maintained by the ownership;
- or 3. Held in common ownership by all the owners of the development by means of a homeowners’ or similar association. Such association shall be responsible for maintenance of the common open space;
4. Dedicated for public use, if acceptable to the town and/or other appropriate public agency Finnegan Way has a single space in its north-east corner that could reasonably be considered a large usable area for active or passive recreation—even if it abuts the uncontained, community dumpsters. This one area amounts to maybe 4-6% of the total project area. Every other area in common ownership is either a road or parking space (not considered open space per FHMC 17.66.040(G)), or unusable sloping areas.

While it would have been preferable, and legally required, to have 20% of the project area dedicated to open space, that ship has sailed. We instead ask that the Town at least ensure that the developer turns this single open space over to the homeowners as required by Town code. We’ve been told that Mr. Thomas has expressed intentions to keep private ownership over this space and develop it for his own purposes. This would be unlawful under Town code. Please do not permit any building in this space unless it is part of a community-owned open space plan.

Staff Response:

Finding of Fact “Number 7. Open Space” of the signed Finding of Fact, Conclusions of Law and Decision states that “... approximately 22,295 SF or $\pm$.51 acres in size will serve as the common area of the development which include pedestrian pathways”. According to the survey data on the preliminary approved site plan the size of the PRD outside of the road easement for Salmon Run is 81, 571 SF using that area the required open space is 16,314 SF. The total area of the PRD including the road easement for Salmon Run is 97,903SF using that area the required open space is 19, 581 SF. The proposed open space area is greater than the area required by FHMC Chapter 17.66 Planned Residential Development.

Town Staff using a plan review software measured three areas of contiguous open space (Attachment E).

- Area 1 is located on the north side of Finnegan Way and is approximately 9, 251 SF, and includes a walking pathway.
- Area 2 is located on the south side of Finnegan Way and is approximately 11,875 SF and includes a walking pathway.
- Area 3 is the former Lot #9 that was converted to Open Space during the final plat of Phase II is approximately 1,103 SF. This is the area the letter describes as being adjacent to the refuse containers.

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The Town Council made the determination in the FFCLD that the pedestrian pathways satisfy the requirement for the open space to be designed for passive or active recreation; walking is considered passive recreation.

Item 14. Paragraph 4, Page 3

We have been made aware that there is a legal dispute between the residence of Finnegan Way and Mr. Thomas. The residents allege that Mr. Thomas never held HOA meetings with members to provide budgets for review and ratification, nor elect officers. Mr. Thomas is listed as a governor for the HOA on the Secretary of State website, and to our knowledge, the other two officers are people who don't live on Finnegan Ridge or have any involvement in the Finnegan Way development. Residents report they were never provided by laws for the HOA. Meanwhile, we've been told that Mr. Thomas has been charging the HOA residents for costs that are legally the responsibility of a developer. We understand that the two groups are now in a legal dispute over ownership of the HOA.

Staff Response:

This is a civil issue between property owners, the Homeowner Association, or Mr. Thomas. The Town of Friday Harbor is not a party to the HOA or Conditions, Covenants, or Restrictions recorded on the properties (Attachment F).

Item 15.

We've seen emails between the Town's CDPD Director Ryan Ericson and the HOA residents that could be interpreted as Mr. Ericson having the mistaken belief that the HOA members may be required to pay for development costs. It is imperative that Mr. Thomas is held responsible for the costs of meeting development standards. His name is on the application and associated plans—he alone is responsible for their completion to standards established by law.

Staff Response:

The date of the email is not provided. I did send an email date October 21, 2025, that email is provided with this staff memorandum as Attachment G. In the email I indicated that several issues raised about cost is a civil issue the Town does not regulate who pays for the improvements. Typically, the cost of a development is ultimately passed onto the purchasers of real estate. A developer will determine the price of the home based upon the cost to build, profit, and market demand. How a developer chooses to recoup the costs is not a regulated action.

May statement is regarding watering of the landscaping after installation. The CCRs indicate that the HOA is responsible for maintenance of the landscaping. The Friday Harbor Municipal code indicates that landscaping must be provided. Unlike right of way improvements, stormwater facilities, or vegetation mitigation, the code does not require a maintenance/warranty bond to ensure the PRD landscaping survives.

This is a civil issue between property owners, the Homeowner Association, or Mr. Thomas. The Town of Friday Harbor is not a party to the HOA or Conditions, Covenants, or Restrictions recorded on the properties.

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The Friday Harbor municipal code regulates what property improvements are required, development or zoning dimensional standards, and permissible uses.

Next Steps

- Town Staff will continue to review documents and complete inspections to ensure the conditions of approval for the PRD and construction permits are met.
- The Developer is working on finalizing the last four outstanding requirements on the four remaining building permits road pavement, parking striping and installation of True Grid in the parking areas, landscape plant installation, and post-construction BMP 5T.13 (amended soils and hydroseeding).
- The developer's agent is working on a site showing soil depth requirements, landscape plantings, and areas for hydroseeding for Town Staff review. Town Staff has explained to the developer that substantial deviations from the approved preliminary plat map will require Town Council review and a final decision.

**Letter from Concerned Neighbors of Finnegan Ridge
Regarding Final Approval of the Finnegan Way Development**

January 12, 2026

To: Friday Harbor Town Council
Evan Perrollaz, Friday Harbor Mayor

Cc: Denise Kulseth, Friday Harbor Town Administrator
Ryan Ericson, Community Development & Planning Director

Please accept this letter as a lodging of our concerns of the Planned Residential Development known as Finnegan Way, formerly Purple Lane. We are a collection of homeowners in the Finnegan Ridge neighborhood on the periphery of the Finnegan Way project. For six years, we have witnessed the haphazard development of the 27-lot subdivision (PRD #005) by developer Hyon Su “Charles” Thomas (referred to as Mr. Thomas or “developer” herein). It now comprises the majority of homes in the Finnegan Ridge neighborhood. While there are numerous grievances to illustrate a clear lack of planning and governmental oversight for this project as described below, we are primarily concerned with three issues at this juncture—landscaping and open space.

Our request is simple. We ask that the Town of Friday Harbor government (“Town”) enforce its own code prior to the issuing of certificates of occupancy or other finalization and permitting of the project.

Background of Finnegan Way Project

It may be helpful to explain why we felt the need to write a letter to ask the Town to follow its own laws in the first place. From its inception, the residents of our neighborhood have borne the consequences of the ill-conceived planning of this project. For example, Finnegan Way is a subdivision within a larger plat from 1999, titled Salmon Run, which established a ten foot setback for all structures from side and rear boundary lines. The Finnegan Way development was allowed to proceed with setbacks that are a mere three feet from boundary lines. As described by Thomas Sandstrom in an April 12, 2019 letter to the Town (attached), the original Finnegan Way site plan violates the Salmon Run setback requirements that were legally enforceable by the Town. The Town should have enforced this plat restriction and declined to do so for reasons not found in the record.

Consequently, the homes within Finnegan Way appear crammed together, with most having only six feet of separation between walls. It gives the neighborhood a cluttered look, particularly because inadequate land was set aside for open space (more on open space below). On average, each home has less than two parking spaces, leaving many of the residents to park off-street, which is prohibited and dangerous on our private road. Many of the parking spaces are on a slope with gravel that spills into the roadway year-round, already causing considerable road damage and dramatically reducing road-life expectancy.

For years there appeared to be no stormwater runoff mitigation, resulting in damage and hefty repair costs to downhill neighboring properties, in particular 580-582 Finnegan Ridge and the Madrona Court Apartments. This is likely the result of the developer's removal of nearly every tree within the Finnegan Way building area. To the Town and/or developer's credit, it appears that some controls have been installed in the past year, alleviating some of the stormwater issues. However, downhill residents note that there is still uncontained fill from the project that drains into their property during storms.

Many truckloads of soils were taken from the project area as well. This has led to the uncontained spread of noxious weeds, including tansy ragwort and scotchbroom. (more on landscaping below). To our knowledge, there has never been an effort by the developer to contain the spread of noxious weeds.

Finnegan Way should not have been allowed to proceed as planned. The Town leadership responsible for these issues is mostly gone. With the Town's new leadership in mind, we expect better.

Landscaping Standards

We ask the Town to require the developer to meet the landscaping standards found within FHMC 17.66.040(F). During a March 26, 2025 annual meeting for the Finnegan Ridge HOA, of which Finnegan Way HOA is a member, the developer stated that the land underlying Finnegan Way is nothing but "bare rock," so he can't be expected to meet the Town's landscaping requirements. We've come to understand that Mr. Thomas made the same representation to Town staff as well. This attempt to evade landscaping standards is unacceptable for two reasons.

First, the code itself does not provide exemptions from the Town's landscaping standards regardless of the condition of the land. Moreover, the preliminary site plan submitted by the developer and approved by the Town (referenced in Town Ordinance 1066) has trees along the perimeter of Finnegan Way. This plan is binding on the developer. Second, if there is a lack of topsoil now, this is a result of the developer's clearcutting and trucking out of topsoils. The Finnegan Way building area was a forest prior to development. A quick glance on a Polaris map prior to 2019 reveals this, as does a look at neighboring properties.

Our request is that the Town ensure that topsoils are adequately replenished along with any infrastructure and hardscaping installations needed that would prevent post-replenishment soil runoff, and a watering plan is established so that landscaping attempts will be successful in the long-term. Noxious weeds should also be mitigated to prevent their spread, as is required under State law. RCW 17.10.140.

We've been made aware by members of the Finnegan Way HOA that they have proposed responsible alternatives to the Town's landscaping standards. We support these efforts, so long as the neighborhood is beautified in a way that is conducive to the island's natural environment. And that any changes to the landscaping standards are done in an open public meeting with adequate notice.

Open Space

Per FHMC 17.66.040(G), at least 20% of the gross site area must be “open space”. Open space is:

1. Concentrated in large usable areas and designed to provide either passive or active recreation;
2. If under one ownership, owned and maintained by the ownership; or
3. Held in common ownership by all the owners of the development by means of a homeowners’ or similar association. Such association shall be responsible for maintenance of the common open space;
4. Dedicated for public use, if acceptable to the town and/or other appropriate public agency.

Finnegan Way has a single space in its north-east corner that could reasonably be considered a large usable area for active or passive recreation—even if it abuts the uncontained, community dumpsters. This one area amounts to maybe 4-6% of the total project area. Every other area in common ownership is either a road or parking space (not considered open space per FHMC 17.66.040(G)), or unusable sloping areas.

While it would have been preferable, and legally required, to have 20% of the project area dedicated to open space, that ship has sailed. We instead ask that the Town at least ensure that the developer turns this single open space over to the homeowners as required by Town code. We’ve been told that Mr. Thomas has expressed intentions to keep private ownership over this space and develop it for his own purposes. This would be unlawful under Town code. Please do not permit any building on this space unless it is part of a community-owned open space plan.

Finnegan Way HOA, Developer Costs, and Ending Remark

We have been made aware that there is a legal dispute between the residence of Finnegan Way and Mr. Thomas. The residents allege that Mr. Thomas never held HOA meetings with members to provide budgets for review and ratification, nor elect officers. Mr. Thomas is listed as a governor for the HOA on the Secretary of State website, and to our knowledge, the other two officers are people who don’t live in Finnegan Ridge or have any involvement in the Finnegan Way development. Residents report they were never provided bylaws for the HOA. Meanwhile, we’ve been told that Mr. Thomas has been charging the HOA residents for costs that are legally the responsibility of a developer. We understand that the two groups are now in a legal dispute over ownership of the HOA.

We’ve seen emails between the Town’s CDPD Director Ryan Ericson and the HOA residents that could be interpreted as Mr. Ericson having the mistaken belief that the HOA members may be required to pay for development costs. It is imperative that Mr. Thomas is held responsible for the costs of meeting development standards. His name is on the application and associated plans—he alone is responsible for their completion to standards established by law.

Thank you for your consideration. We are happy to meet with anyone interested in speaking further on this issue. Just as last year, we will extend an invitation to Town leadership to attend our Finnegan Ridge HOA meeting in March. We received no response last year. We hope you will find time to attend or, at the very least, acknowledge our concerns this year.

Sincerely,

Stephanie Buffum
Christine Ciaciura
Leo De Bruyn
Rick Draffkorn
Shannon Kirby
Jessi Libbing
Susan Mahoney
Gregory Maynard
Jeff Rachwitz
Kate Rachwitz
Archie Rathore
Vijay Rathore
Mason Wiley
Jeanette Yen

Thomas D. Sandstrom, Attorney
tsandstrom@sjilaw.com

April 12, 2019

RECEIVED

APR 12 2019

VIA PERSONAL DELIVERY

Mike Bertrand, Land Use Administrator
Duncan Wilson, Town Administrator
Town of Friday Harbor
60 Second Street
Friday Harbor, WA 98250

TOWN OF FRIDAY HARBOR
Community Development

**RE: Request for Reconsideration of Council Decision;
Planned Residential Application No. 5 – Purple Lane – Hyon Su Thomas
Friday Harbor Municipal Code Provision 20.20.040**

Dear Mike and Duncan:

As you are aware my firm represents Rick and Ashley Draffkorn who are owners of several lots situated along Finnegan Ridge Road, Friday Harbor Washington. I was asked by Rick and Ashley to review and analyze the restrictions existent on the face of the Salmon Run Short Plat recorded under San Juan County Auditor File Number 1999-012000. The Draffkorn's properties are situated in areas fully within the areas delineated on this short plat and it is our position that any restrictions contained thereon that have not been terminated or altered by any express agreement signed by all parties' subject to these covenants and therefore the restrictions remain in effect. While it is apparent all of the lots in the original Short Plat have subsequently been divided, the mere redivision of property within a short plat does not extinguish restrictions that were recorded on the original plat. The town should not have accepted the subdivision application because said restrictions were absent on the face of the proposed preliminary plat. The enforceability of the restrictions is consistent with the appearance of the Salmon Run Short Plat in the Title exceptions of the Hyon Su Thomas's statutory warranty deed. See attached Exhibit A.

The Salmon Run Short Plat included the following provision pertaining to setbacks within the Short Plat:

6. All Structures shall be set back a minimum of 20 Feet from any public street and Sockeye Avenue and 10 feet from any side or rear boundary line.

(See attached Exhibit B for ease of reference.)

As part of the public comments phase of the above referenced PRD application, Mr. and Mrs. Draffkorn submitted comments referencing the setback restriction contained within the Salmon Run Short Plat and requested that the Planning Commission consider the continuing enforceability of these restrictions and accordingly require the plat continue in its enforcement of the setbacks in the proposed PRD project. Any portion of this project that is an alteration of areas originally part of Salmon Run Short Plat represents a significant alteration of the Plat. In fact, the subdivision being proposed is said to authorize 26 residential lots and is subject to Chapter 16.04

FHMC and RCW Chapter 58.17. FHMC 17.66.060 indicates all PRD applications shall include a preliminary site plan that meets the standards set forth in FHMC 16.04.060.

FHMC 16.04.060 sets out the Preliminary Plat Standards that every preliminary plat fully disclose a copy of all restrictive covenants proposed to be imposed upon land within the subdivision. See FHMC 16.04.060(O). The council's act of approving the preliminary plat without said set backs is an adverse decision from the Draffkorn's standpoint. The Council's decision to approve the Preliminary Plat without the setback restriction renders this issue ripe for appeal as the council's approval of the Preliminary Plat has no further remedies for appeal within the Friday Harbor Municipal Code. This forces the Draffkorn's to now have to prepare for an appeal under the Land Use Petition Act as there is no apparent means of appeal of the Council's decision under the Subdivision code or the code concerning Planned Residential Development.

When I first contacted you about this issue you inquired whether restrictions on the face of the short plat are enforceable as covenants. My response is that they are. In the Supreme Court case *Hollis v. Garwall, Inc.*, 137 Wn.2d 683, 974 P.2d 836 (1999), the court addressed this very question. In the Hollis case, the subject plat on its face included a restriction that no tract is to have more than one single family residential unit. The Hollis case concerned a plat entitled "Short Plat 79-80 by Survey". The defendant Garwall, Inc. had purchased one of the larger tracts in the plat and the statutory warranty deed transferring ownership to that tract stated that the tract is subject to easements set forth in the Short Plat 79-80 by Survey, but it did not specifically mention the three restrictions contained on the face of that plat. After the defendant began mining and crushing rock on the tract the Plaintiff sued for an injunction claiming the restriction only allowed for residential use. The defendant argued the restriction only applied to the smaller lots but not larger ones in the plat. This argument was even supported by a plat administrator who testified it was not the County's intent to establish any restrictions as to the uses that could occur on the larger tract. The court held in this case that the *restrictions set forth on the face of the plat are restrictive covenants* affecting the use of the property...and that the language of the restrictions limits the use of the property to that falling within the definition of "residential use;"... *Id.* at 845 (emphasis supplied). The court rejected any analysis of extrinsic evidence in interpreting the restrictive covenant.

You also stated that the subsequent replats that altered the Salmon Run Short Plat were all completed when the entire short plat was under common ownership of Michael Mayes. As an initial matter, while it is true Michael Mayes signed the short plats that divided some of the lots, it also shows he did so as a member of three distinct entities. See Exhibit C. This is inconclusive as we have no data to support the actual ownership structure of these various entities. Regardless, it is my understanding you believed this to be significant because the alteration of certain lots of the original Salmon Run short plat into new short subdivisions that did not call out the restrictions was somehow immaterial. It followed that the "one common" developer would not have had any requirement to seek approval from all parties subject to the covenant to have the new plats approved. See RCW 58.17.215 et seq. This is not however accurate and Mr. Mayes through his entities did not retain common ownership. I had a meeting with Mike on Thursday morning and we reached a concurrence that lot 4 was adjusted in a boundary line adjustment in April 2006 and then this altered lot as well as portions of Lots 2 & 3 were transferred in July 2006 to Adele S. Revella and Donald R. Montgomery, Trustees of the Montgomery Family Bypass Trust. See San Juan County AFN# 2006-0731029. (Exhibit D). The Trust held the property until 2018, divided the lot as St. James Place and sold 3 of the lots to the PRD applicant. This conclusively means that there was not common ownership when further divisions of the Short Plat lots were completed. In fact, only the Short Plat identified as Marvin Gardens precedes the sale to the Montgomery Trust. A significant portion of the proposed PRD is within the lots formerly

owned by the Montgomery Trust. Any lots created in this area are still subject to the 10-foot side and rear setbacks restrictions that have carried through and remain enforceable today.

Finally, I do not agree that an omission of the restrictive covenant from a subsequent Short Plat would extinguish the restriction. In *M.K.K.I., Inc. v. Krueger*, 135 Wn.App. 647, 653, 145 P.3d 411 (2006), a landowner attempted to extinguish easements that were created in a short plat, but the landowner failed to comply with the formal requirements for amending the short plat. *M.K.K.I.*, 135 Wn.App. at 650–53. The court held that easements depicted in a short plat could not be extinguished without formally amending the short plat. *Id.* at 657–60, 145 P.3d 411. The court in *M.K.K.I.* held that changes to something depicted on a short plat, or changes that permit something expressly prohibited by the notes on the short plat, are ineffective unless the plat is formally amended as provided for in RCW 58.17.215.

An alteration of a plat is the modification of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in changes to conditions of approval, the addition of new lots or more land, or the deletion of existing lots or the removal of plat or lot restrictions or dedications that are shown on the recorded plat. FHMC 16.04.170 states that whenever any person is interested in the vacation of any plat or portion thereof, the town shall process such request in accordance with the provisions of RCW 58.17.212 and/or 58.17.215. See also *Carlson V. Gable* 151 Wn.App. 1015 (2009) (An "alteration" is defined as the result of altering or as "a change in a legal instrument that changes its legal effect either in the obligation it imports or its force as legal evidence. . . .").

The town has the authority to enforce the restriction under its mandate to enforce the subdivision statutes under RCW 58.17 and must do so accordingly. The Town of Friday Harbor Municipal Code empowers the Town Administrator to review subdivision applications under RCW 58.17. The purpose is to ensure that subdivisions approved by the town conform with all state statutes. Among these statutes that subdivisions must conform are the platting statutes found at Chapter 58.17. RCW 58.17.170 states a subdivision "shall be governed by the terms of approval of the final plat." It follows then that the Town of Friday Harbor Council must enforce restrictions imposed upon a subdivision as a term or condition of approval. By authorizing the Preliminary Plat without including the set back restriction of the Salmon Run Plat, which has never been extinguished, the Council has ratified a plat without this requirement. RCW 58.17.215 states that when a proposed subdivision will violate a restrictive covenant, the applicant must obtain the approval of parties subject to the covenant before the restriction may be altered:

If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof. RCW 58.17.215. As one basis for denying Jones' application, the town engineer noted that Jones did not submit an agreement to alter the restriction signed by other property owners who are subject to the restriction. The town engineer was correct to insist on such an agreement before allowing Jones to proceed.

No agreement signed by all parties exists. In short, the town must enforce and require this PRD include the restrictive setback covenant of the Salmon Run Short Plat in furtherance of its duty to enforce statutory mandates. Doing so is not impermissibly conducting a private action based on a private covenant. See *Jones v. Town of Hunts Point*, 166 Wn.App. 452, 272 P.3d 853 (2012).

The Draffkorn's request the Town reconsider the approval of the preliminary plat. FMHC 16.04.060(O) expressly requires restrictive covenants be proposed to be imposed upon land within the subdivision. The absence of the 10-foot rear and side setback requirements presents an immediate issue.

FMHC 20.20.040 indicates as follows:

The Council may reconsider any action taken at the conclusion of its deliberations at any time prior to the adoption of its written findings of fact and conclusions of law. The council may reconsider its adoption of findings of fact and conclusions of law only by a motion duly made and seconded at the same meeting as at which the findings of fact and conclusions of law were adopted, including a continuation of that meeting.

However, without any clear appeal proviso in the code for the Council's decision as no appeal is provided for in the applicable code sections of this particular PRD application, my client's have very limited time before they must start the process of directing me to draft the LUPA appeal. We will need a response from the Town by close of business on April 15, 2019.

I do appreciate your attention to these matters.

Best Regards,



Thomas D. Sandstrom

Encl.

Cc: Client

LAW OFFICE OF
NICHOLAS E.D. POWER
540 GUARD STREET, SUITE 150
FRIDAY HARBOR, WA 98250

NICKEDPOWER
@GMAIL.COM
(360) 298-0464

Rcvd 10/6/22
Shully

TOWN OF FRIDAY HARBOR
Community Development

OCT 06 2022

September 29, 2022

Hyon Su Thomas
P.O. Box 3299
Friday Harbor, WA 98250

Via: Certified U.S. Mail

RECEIVED

Re: Building Site Issues Finnegan Ridge

Dear Mr. Thomas,

This office has been retained to advise and represent Madrona Court Apartments LLC (550 University Rd., Ronald and Vicki Warden) and Well We'll See, LLC (580/582 Finnegan Ridge, Gregory Maynard) with respect their rights impacted by your Finnegan Ridge project in Friday Harbor, Washington. As you might know, these properties immediately abut the western boundary of your development.

Let me start by saying it is not the goal of my clients to stop, delay, or needlessly increase the costs of your project. In fact, my clients have specifically chosen not to involve the Town or initiate suit at this juncture in the hopes that a resolution can be privately achieved.

However, if we are not well on the path to resolving my clients' concerns within one week of receipt of this letter, they will have no choice but to seek redress through formal means and will be requesting a stop work order and injunction suspending further activity on the project pending resolution of their concerns.

As built, your project has materially deviated from the plans that were permitted and is causing undue harm to my clients.

Of most concern is the very substantial elevation of the grade on the western boundary of your site. As you undoubtedly know, the grade has been raised approximately 6 feet within several feet of my clients' parcels.

This is not in conformity with your permit and has already been to the detriment of my clients' property.

My clients frequently had to remove sizeable rocks that migrated downhill onto their property. Indeed, they have had to construct new -- as well as fortify and repair existing -- fences because of the downhill migration of this debris. It should go without saying that my clients should not have to bear the expense of having to fence-out unstabilized rip rap.

Moreover, the new grade now places existing parking spaces facing directly into the living areas of my clients' properties. If the grade is to remain as it exists, my clients insist you install at your expense appropriate screening to minimize the intrusive effect of having cars pull into parking spaces that directly face their living areas.

In addition, the alteration to grade has dramatically affected the surface and groundwater drainage characteristics of my clients' property. Even last year, before the most westerly fill was added, the parking area on the 550 University parcel suffered subsidence and degradation requiring the partial resurfacing of the parking area in an effort to mitigate the effects of the altered hydrology. In addition, the natural and constructed drain ways that runs between the Maynard parcel and Warden parcel has been overwhelmed by the change in topography.

Finally, you and your contractors have ignored best management practices during construction that are essential to avoid nuisance to your neighbors and protect the environment. These practices are not only required by law but were proposed as part of your project's storm water plan. You have not initiated adequate dust control practices by dampening the site or prevented sediment laden runoff from migrating onto my client's property or into the public right of way. Despite the enormity of the excavated area and the steep slope there your crew has failed to install adequate measures such as silt fences and straw sediment traps.

In addition to arriving at long-term drainage and screening solutions, my clients request that you immediately implement all best management site practices to minimize further harm as well as provide compensation for periodic power washing and window cleaning of their properties.

Accordingly, my clients request that the following actions be agreed to and taken:

- 1) A drainage plan by a qualified storm water engineer or geohydrologist be designed and constructed that mitigates the increased volume and amount of surface and subterranean water as well as addresses the drainage of water across and under my client's properties to restore the hydrology to that as existed before your project.
- 2) That a plan be created and implemented to adequately address slope stability along the boundary of your and my clients' properties and that you agree to pay for fencing and other structures that are/were necessary to prevent the migration of fill onto my clients' properties.
- 3) That a plan be created and implemented to provide for screening of pull-in parking on your property.

- 4) And, that you agree to pay for power-washing and window cleaning of my client's property once every three months as long as construction dust is being generated at your site.

It is my clients' hope that we can reach an agreement to address and resolve the above issues within a week. Barring that, my clients have authorized me to bring suit to compel compliance with your permit and resolve the above issues.

Please feel free to contact me, or have your attorney contact me, if you have any further questions.

Regards,

A handwritten signature in black ink, appearing to be 'N. Power', with a long horizontal stroke extending to the right.

Nicholas Power



Washigton

352351008000



Siltation
15 NOV 2021



Siltation 15 NOV 2021



27 FEB 2020
Post now broken.



27 FEB 2020

This has since been largely buried.

685 Spring Street, #237
Friday Harbor, WA 98250
27 February 2020

P.O. Box 219
Friday Harbor, WA 98250

Mike----

Thank you for your time a week ago (19Feb20) to discuss siltation and water coming onto my property at 580/582 Finnegan Ridge Road from the adjacent construction project. This exact situation was anticipated, and a means to avoid the problem was suggested in my letter to the Friday Harbor Town Council regarding their request for community comment March 2019 on the proposed adjacent planned residential development. The situation is beyond preventing now, and a solution to the problem is overdue.

I cleaned up the siltation that recently covered pavers behind my house, and over-grade fill has come across the property line such that the board fence I installed with an inch of ground clearance is starting to be buried in places. The board fence is intentionally (evidenced by survey) well within my property, and excavation of my fence to the original (as surveyed) grade will be useless without a physical barrier to continued fill migration on the angle of repose.

(see photo)

Discussion and e-mails with respect to these conditions with my neighbor on 17 February 2020 resulted in his mentioning a subsequent phase of construction development at some time in the future would deal with the problem. I responded that the problem's solution was not my responsibility, the problem needs resolution now, and that I would prefer not to include outside help with a neighbor-neighbor situation. The phone call ended with my neighbor saying he'd best not continue talking, and my wishing him a good day.

Mike, you mentioned talking to people concerning this situation that you agreed needs attention. This letter is meant to formally document our current status, and to be a document of reference if needed in the future. My priority desire is to live beyond this problem in the most respectful, immediate, and long-term satisfying way.

Regards,

Greg Maynard
Managing member of Well We'll See LLC (property owner)
gregoryb.maynard@gmail.com

copies by US Post to:

Charles Thomas, P.O. Box 3299, Friday Harbor, WA 98250

Friday Harbor Town Council, P.O. Box 219, Friday Harbor, WA 98250





Gregory Maynard <gregoryb.maynard@gmail.com>

Fwd: Preventing water and soil erosion problems from Purple Lane Project

1 message

Gregory Maynard <gregoryb.maynard@gmail.com>
To: Gregory Maynard <gregoryb.maynard@gmail.com>

Thu, Mar 10, 2022 at 8:49 AM

(forwarded old email
to myself)

----- Forwarded message -----

From: Gregory Maynard <gregoryb.maynard@gmail.com>
Date: Fri, Oct 30, 2020 at 12:32 PM
Subject: Re: Preventing water and soil erosion problems from Purple Lane Project
To: Charles Thomas <bellacaters@yahoo.com>
Cc: Mike Bertrand <mikeb@fridayharbor.org>

Charles----

Thank you for your reply.

A retaining wall is necessary to prevent fill from your property continuing to collapse over-grade onto my property. The corner monument that I had re-established at original grade is being buried, as is the lower part of the uphill portion of my cedar fence. Your prompt attention to this matter is necessary to prevent more problems.

Regards, G.

Greg Maynard
gregoryb.maynard@gmail.com

On Fri, Oct 30, 2020 at 10:05 AM Charles Thomas <bellacaters@yahoo.com> wrote:

Hi George,

Apparently Charles thinks my name is "George"

We are about to start the 2nd phase of our project and we will address the road issue when we get started mid November early December.

Our construction site was shut down due to Covid 19 and no construction has been done there since April. We have corrected the grade problem and covered up the drain, so this problem shouldn't happen anymore.

Thank you
Charles

On Tuesday, October 27, 2020, 11:19:57 AM PDT, Gregory Maynard <gregoryb.maynard@gmail.com> wrote:

Mike and Charles---

Problems were identified with the storm water plan for the Purple Lane Project in a letter with diagrams I wrote 12 March 2019 for consideration at the initial Purple Lane Project permitting meeting on 22 March 2019. These points remain a concern, despite more than 19 months passing, continued unconfined rubble being filled to the property boundary and beyond, no siltation or water management in place along the property boundary, and erosion problems identified in writing and photos of siltation on my pavers in a letter/email dated 27 February 2020. During this period, I've made efforts to prevent problems with documentary communications and I have also met with both of you separately on the property to see the problem and to indicate a need to prevent a problem before we're forced to solve it. All this has been on a friendly, good faith, neighborly basis.

What is to be done regarding this matter? Continued documentation and verbal communication about an obvious

problem has resulted in no action. In the meantime, I have paid for a surveyed boundary monument to be replaced at the SE corner of my property after it had been disturbed by Purple Lane Project excavation/fill work. The grade has been surveyed historically, and is honored by my fence that has been surveyed to be clearly on my property. Overbank rubble fill is slumping onto my fence and property, and Charles and I saw how uncontrolled water-eroded soil was deposited on my landscaping last spring.

My suggestion remains as it was in my letter at the time of initial permitting: 1) Provide immediate and sufficient structural solutions to water management...grading, ditches and culverts. 2) Provide a structural retaining wall on the Purple Lane Project property sufficient to hold back the present overflowing rubble fill as well as any additional fill that may be placed. Both these solutions need to be done NOW...not as a part of some indefinite, later part of Purple Lane Project development. The problem exists now, and so the problem must be solved now.

The weather is changing as it always does at this time of the year. I hope I won't be dealing with this topic again. I have attached pictures taken 26 October 2020.

Regards, G

Greg Maynard
Well We'll See LLC manager
580/582 Finnegan Ridge
APN: 351190327000

copies via email and certified mail to:

Mike Bertrand Cert Mail# 7019 2280 0002 3287 8236

Charles Thomas Cert Mail# 7019 2280 0002 3287 8243

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION
for
Friday Harbor Town Council

IN THE APPLICATION OF:

Hyon Su (Charles) Thomas
P.O. Box 3299
Friday Harbor, WA 98250

APPLICATION FOR:

Planned Residential Development No. 5
and SEPA Checklist No. 305

Purple Lane

After hearing the merits during a scheduled public hearing on March 28, 2019 and considering the recommendations by the Friday Harbor Planning Commission to the Town Council ("Council") on April 4, 2019, the Town Council makes the following findings of facts and conclusions of law and decision for Planned Residential Development (PRD) Application No. 5 and SEPA Checklist No. 305.

A. FINDINGS OF FACT

Pursuant to Friday Harbor Municipal Code (FHMC) 16.04.050(C) and RCW Chapter 58.17, and in consideration of the public's health, safety, and general welfare, the Council makes the following findings of fact:

1. **Application.** On January 28, 2019, the Applicant submitted to the Land Use Administrator a paid application for a multi-family residential Planned Residential Development (PRD), a long subdivision, pursuant to FHMC Chapter 16.04 and Chapter 17.66.
2. **Subject Property.** The subject properties are located within the Town of Friday Harbor, on 351190328, 351190333, 351190334, and 351190335. All subject parcels are located along Finnegan Ridge Road.
3. **Proposal.** Applicant is proposing a PRD of twenty-six (26) residential lots on multi-family zoned properties with one (1) parent lot, over three (3) phases, to be known as Purple Lane. The proposed development also includes dedicated open space, pedestrian pathways, landscaping, and separate areas for stormwater detention.
4. **Planning Commission.** On March 28, 2019, the Planning Commission for the Town of Friday Harbor held a public hearing, heard and deliberated on this

matter, and recommended approval of the Application to Council based on conditions outlined in the March 20, 2019 Staff Report.

5. **Preliminary Plat Standards.** The Council has reviewed the Application and the Staff Report of March 20, 2019 and finds the Application meets the factual criteria listed under FHMC 16.04.060 for a preliminary plat.
6. **Zoning.** The subject property is zoned Multi-family Residential. All properties immediately adjacent to the subject properties are zoned multi-family residential as well.
7. **Open Spaces.** A large parent parcel, approximately 22,295 square feet or 0.51± acres in size, will serve as the common area of the development which includes pedestrian pathways.
8. **Drainage Ways.** All construction shall conform to the Town of Friday Stormwater Technical Manual, and to the Stormwater Site Plan submitted by the Applicant on January 28, 2019, and approved by the Town's Public Works Director, Wayne Haefele, on February 14, 2019.
9. **Public Ways.** The subject properties are located along Finnegan Ridge Road, a privately-owned and maintained roadway.
10. **Sidewalks.** The proposed development is not subject to sidewalk improvements, as it is accessed via a private roadway.
11. **Transit Stops.** Not relevant to the Subject Property.
12. **Potable Water Supply.** All construction shall conform to the Town of Friday Harbor Comprehensive Water Plan.
13. **Sanitary Wastes.** All construction shall conform to the Town of Friday Harbor General Sewer Plan.
14. **Parks and Recreation.** Not relevant to the Subject Property.
15. **Playgrounds.** Not relevant to the Subject Property.
16. **Schools and School Grounds.** Not relevant to the Subject Property.
17. **Fire Hydrants.** A Stored Water Fire Protection System is required per Ordinance No. 1663 adopted on March 7, 2019.
18. **SEPA.** A State Environmental Policy Act (SEPA) Checklist regarding this proposal was submitted by the Applicant on January 28, 2019. The Town of

Friday Harbor, as lead agency, determined that this subdivision, if constructed to Town regulations and all applicable studies, would not cause a probable significant adverse environmental impact. A Notice of Application and Optional Determination of Nonsignificance (ODNS) Process was issued and published on February 20 and March 6, 2019. The Determination of Nonsignificance was issued on March 25, 2019.

B. CONCLUSIONS OF LAW

Pursuant to Friday Harbor Municipal Code (FHMC) Chapter 16.04 and other relevant laws, and in consideration of the public's health, safety, and general welfare, the Council makes the following conclusions of law:

1. The Application meets the minimum standards for a preliminary plat under FHMC 16.04.060 PRELIMINARY PLAT STANDARDS and 17.66 PLANNED RESIDENTIAL DEVELOPMENT.
2. The public use and interest will be served by platting the proposed subdivision.

C. DECISION

Having found and concluded that the preliminary plat and proposed subdivision meets the requirements set forth in FHMC Title 16.04.060 and 17.66 and other applicable laws, the Council hereby APPROVES the Application, and hereby decides:

1. The Preliminary Plat, as recommended by the Friday Harbor Planning Commission, shall be approved with the following modifications...
2. The preliminary plat is to authorize the creation of 26 residential lots and 1 parent parcel.
3. All construction of utilities and stored fire protection shall conform to the Town of Friday Harbor standards.
4. All utilities shall be placed underground.
5. All utilities are to conform to the utility plans submitted with this application.
6. Water and sewer right-to-connect fees shall be paid prior to the connection of any lot to the Town's water and sewer systems and according to the fee schedule in effect at the time of connection.
7. The applicants shall be responsible for all costs and fees, and obtain all required permits associated with connecting municipal services to the plat.
8. The applicants shall construct on-site storm water detention facilities as specified in the Stormwater Site Plan Report on file with the Town (SWP#67).
9. An incorporated Homeowners' Association shall be established to manage utility payments, maintain roads, provide parking easements, maintain drainage detention facilities and open space within the subdivision. If the storm water detention system is improperly maintained, the Town reserves the right to provide proper maintenance, and assess the cost of maintenance to the Homeowners'.

Association. These covenants shall be provided to the Town for review and approval prior to Final Platting.

10. All conditions of approval shall run with the land.

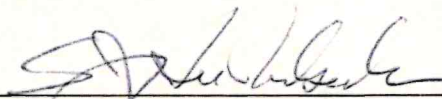
This decision shall be effective upon its execution by the Council of the Town of Friday Harbor. Pursuant to RCW 36.70C.040, the Applicant shall have 21 days to appeal the Council's Decision, after which time the Decision shall become final and not subject to appeal, unless other applicable laws apply.

The Applicant shall submit a final plat meeting the requirements of FHMC 16.04.150 and RCW Chapter 58.17 to the Council for approval within 5 years of the date of this preliminary plat approval.

ADOPTED this 4th day of April, 2019.

TOWN OF FRIDAY HARBOR

By:


Councilmember Steve Hushebeck

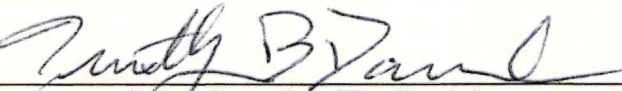
By:


Councilmember Noel Monin

By:

Absent
Councilmember Anna Maria de Freitas

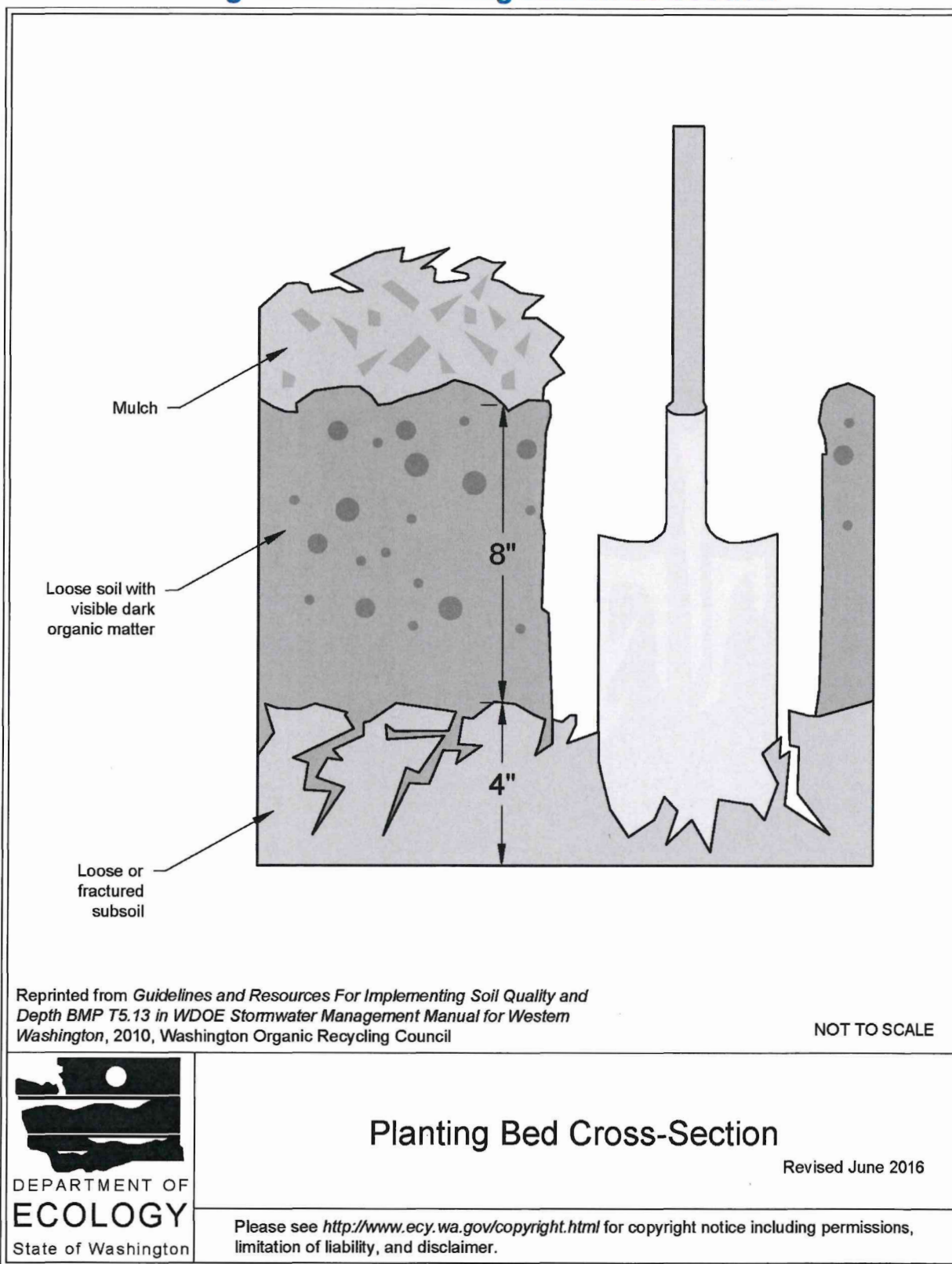
By:

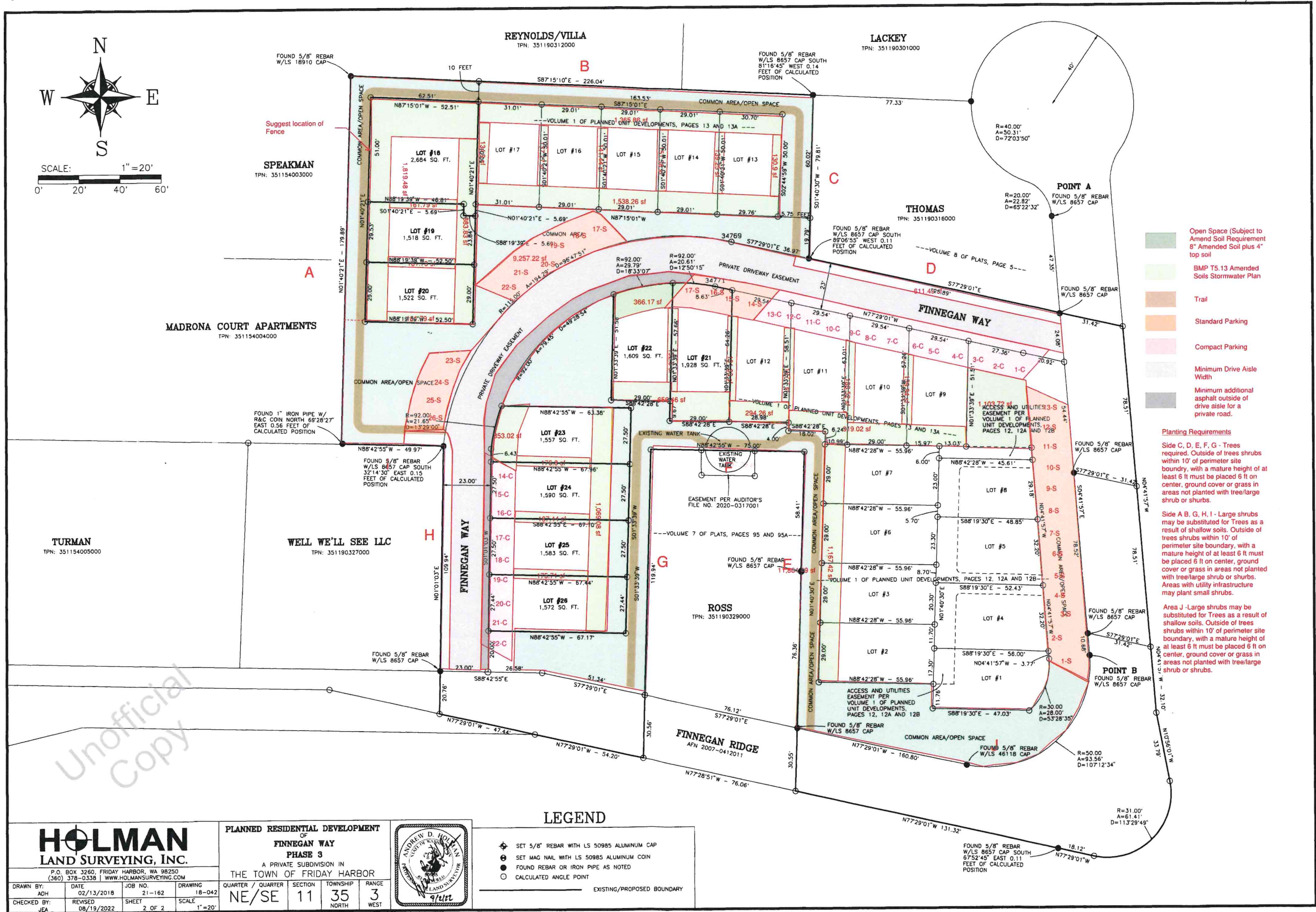

Councilmember Tim Daniels

By:


Councilmember Barbara Starr

Figure V-11.1: Planting Bed Cross-Section





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> Private Covenants and Local Zoning: Dual or Dueling Land Use Regulations?

Private Covenants and Local Zoning: Dual or Dueling Land Use Regulations?

March 11, 2026 by [Leonard Bauer](#)

Category: [Court Decisions and AGO Opinions](#), [Housing](#), [Land Use Administration](#),
[Subdivisions and Planned Developments](#)



Counties, cities, and towns in Washington have a responsibility to plan for and regulate land use and development under the state [Growth Management Act and other statutes](#). These public regulations—such as zoning codes, building codes, and infrastructure standards—are enforced by local governments.

But there is a second set of private property regulations that apply to many properties. Private land use regulations, such as private covenants, are private contractual agreements between parties—for instance individual property owners or homeowners' associations (HOA)—and property owners must navigate both sets of land use regulations.

When public and private regulations conflict, it can be confusing for everyone involved—property owners, contractors, HOAs, and local governments. This blog will provide an overview of private land use regulations, how they relate to public land use regulations, and how local governments can help clarify and improve how the two sets of regulations interact in their communities.

What Are Private Land Use Regulations?

Private land use regulations are agreements entered into by private parties that set out rules for how the property can be used or maintained. They can occur in several forms:

- **Use Restrictions.** Private use restrictions limit the types of activities or businesses that can operate on a property.
- **Development Standards.** Private development standards regulate structural style, height, and size to ensure architectural consistency within a neighborhood. They may also restrict lot size or dimension, design features, and building materials that can be used.
- **Community Spaces.** Private restrictions on community spaces govern the shared use and maintenance of private amenities and infrastructure (e.g., parks, trails, stormwater facilities, or private roads).
- **Easements.** Private [easements](#) are legal rights granted to others—such as utility companies or neighbors—to access or use a portion of a property for a specific purpose.
- **Subdivision Restrictions.** When a subdivision is created, restrictions for use of the newly created properties are often recorded on a plat map. Some of these restrictions may be required by the local government as conditions of approval of the subdivision application.
- **Deed Restrictions.** Private deed restrictions are recorded by a property owner to restrict future use of a property, often as part of an agreement to sell or donate it.

Private land use regulations are sometimes referred to as Covenants, Conditions, and Restrictions (CCRs) or simply as 'covenants'. They are contractual agreements between property owners, and a local government is not involved unless it is a party to the contract (e.g., it owns property within a subdivision governed by CCRs).

Where Can They Be Found?

Private land use restrictions are typically recorded alongside other legal documents related to property ownership at a county clerk's or auditor's office. They may appear on plat maps, property deeds, or in private agreements between property owners.

Restrictions are also often embedded in HOA bylaws, which define the rules and responsibilities of HOA residents. Whether established by the initial developer or a successor HOA, these bylaws may have been recorded with the county and, as a result, are publicly accessible.

How Do Private and Public Land Use Regulations Coexist?

Four broad principles apply when trying to understand how public and private land use regulations interact:

1. Local governments do not enforce private land use regulations,
2. Local governments are not required to consider private covenants when permitting development,
3. Federal and state law limit what private covenants can regulate, and
4. Recent state laws prohibit CCRs that limit housing affordability.

Let's look at each principle in greater detail.

Local governments don't enforce private land use regulations

It is not the responsibility of cities, towns, or counties to enforce private covenants or other land use restrictions. The enforceability of covenants was addressed in [Viking Properties, Inc., v. Holm](#) (2005):

Moreover, the City has correctly conceded that it “has no authority” to enforce or invalidate restrictive covenants, CP at 201, and explicitly accounted for the existence of such covenants in its comprehensive plan by forecasting that areas subject to covenants would experience less future growth than other areas within the City

In another decision, the Washington State Court of Appeals, Division II makes clear that an issue related to a covenant is a private matter between private property owners, and, by implication, a city or county has no role in resolving a dispute between homeowners over whether a private covenant is being met. See unpublished decision at [Oakbrook, 7th Addition Homeowners Ass'n v. Newhouse](#) (2007).

Local governments are not required to consider private covenants when permitting development

Counties, cities, and towns are not required to abide by CCRs in making their land use decisions. While local zoning or building codes could potentially conflict with CCRs, a county, city, or town applies its own development regulations to determine whether an applicant should be granted a permit.

[RCW 64.38.160](#) explicitly protects local governments from civil liability if they issue a permit for an [accessory dwelling unit](#) (ADU) that is inconsistent with an HOA's CCR. However, a property owner could still be subject to a private lawsuit if they build in violation of CCRs that their property is subject to.

There is one exception: [RCW 58.17.215](#) requires that, if an application to amend a plat would result in the violation of a covenant, the local government must ensure the application includes an agreement signed by all parties subject to the covenant. See [Jones v. Towns of Hunts Point](#) (2011).

Federal and state law limit what private covenants can regulate

Private parties can enter into contractual agreements with each other regarding use of property, unless they are limited by state or federal law. For example, both federal and state law prohibits racial

discrimination in real estate transactions, including CCRs.

[RCW 49.60.224](#) prohibits discriminatory covenants, such as those based on race, creed, gender, sexual orientation, and national origin. All existing racial exclusion covenants are void and unenforceable and can be removed pursuant to [RCW 64.38.028](#) and [RCW 49.60.224](#). (For a more detailed explanation, see the 2021 MRSC Insight blog, [The Lasting Impacts of Discriminatory Restrictive Covenants](#).)

In 2023, the Washington State Legislature established the [Covenant Homeownership Program](#) (HB 1474) to further address past discriminatory practices in lending and real estate transactions.

[Chapter 64.38 RCW](#), which addresses HOAs, places additional limitations on what an HOA can privately regulate, but specifically prohibits CCRs from excluding:

- Solar panels ([RCW 64.38.055](#));
- Pollinator habitat and certain types of drought and wildfire ignition resistant landscaping ([RCW 64.38.057](#));
- Adult family homes ([RCW 64.38.060](#));
- The display of flags or political signs ([RCW 64.38.033](#) and [.034](#)); and
- Family day care providers/licensed child day care centers ([RCW 64.38.140](#)).

Recent laws prohibit CCRs that limit housing affordability

In recent years, the legislature has also adopted several limitations on HOAs to prevent them from creating new CCRs that make it difficult to introduce lower-cost housing options. Such barriers exacerbate socioeconomic disparities and make it harder for cities to meet housing demand at the differing income levels required by [RCW 36.70A.070](#)(2).

[RCW 64.38.150](#) – [.900](#) prohibit, with some exceptions, new CCRs from placing restrictions on [middle housing](#), ADUs, occupancy limits, and multi-family housing or [transit-oriented development](#) density in designated station areas. These are prospective requirements rather than retroactive, so pre-existing limitations in CCRs could still be privately enforced.

Local governments should issue permits for these housing types when allowed by their local codes—regardless of CCR prohibitions. Any HOA-property owner dispute remaining from an older CCR is a private matter.

Local Governments Can Help Minimize Conflicts

Private land use restrictions could limit implementation of [comprehensive plan goals](#) for housing, land use, transportation, climate response, or economic growth. This could be especially true for jurisdictions planning for adequate housing as required by [RCW 36.70A.070](#)(2).

However, local governments can mitigate some of these conflicts by addressing them in their comprehensive planning and development permitting processes.

A recent publication by the American Planning Association, [Hidden Controls: Private Covenants and Zoning](#), from *Zoning Practice*, Sept 2025, Vol. 42, No. 9 (subscription required), suggests steps that counties, cities, and towns can take, including:

- **Identifying Potential Conflicts.** Research private restrictions that affect land use in your jurisdiction. If researching restrictions on every individual parcel is too cumbersome, reviewing subdivision restrictions is manageable and important. The [Racial Restrictive Covenants Project](#) at the University of Washington and Eastern Washington University is identifying and mapping neighborhoods marked by racist deed provisions and covenants. Jurisdictions could also contact HOAs to request their CCRs and bylaws. Local governments should compare private restrictions to comprehensive plan goals and local development regulations and carefully consider them during plan or code updates.
- **Verifying Actual Conflicts.** Check whether state or federal law invalidates or limits some restrictions. Local governments should notify HOAs or property owners of any CCRs that are prohibited.
- **Using Private Covenants to Advance Planning Objectives.** Local governments often use covenants or plat conditions to achieve planning and public policy goals. To be effective, such covenants must be carefully structured with clear terms, measurable obligations, and well-defined enforcement mechanisms. Common uses include:
 - Affordable housing agreements tied to land use approvals
 - Easements for infrastructure or environmental purposes
 - Negotiated provisions in [development agreements](#)

Other best practices to consider regarding private land use restrictions are:

- **Use Clear Disclaimer Language.** Include statements on all land use applications that your jurisdiction does not enforce CCRs, and applicants should verify private restrictions independently. For example, Washington County, Maryland, includes disclaimer language on its [Owner's Representative Affidavit](#).
- **Offer Training for Staff.** Ensure permit reviewers understand they should evaluate applications solely against municipal codes, and not private covenants.
- **Establish Notification Protocols.** Establish procedures for alerting applicants when staff become aware of potentially conflicting covenants while making clear this is only a courtesy—property owners bear the responsibility of navigating compliance with CCRs.
- **Adopt Plat Amendment Procedures.** Adopt and implement clear administrative processes for determining CCR violations per [RCW 58.17.21](#), potentially including:
 - Formal administrative determinations;
 - Appeals to a hearing examiner; and

- Documentation requirements (for example, see those required by [Clark County](#), [Leavenworth](#), and [Pomeroy](#)).

Conclusion

Private land use restrictions can pose significant challenges for local governments when they conflict with local zoning, hinder affordable housing efforts, or reflect outdated and discriminatory practices.

Local governments should be equipped to explain these legal complexities to property owners, assess their implications during comprehensive planning and development review processes, and work collaboratively with their communities to help ensure that private restrictions do not significantly undermine broader public goals.

Covenants, deed restrictions, easements, and other private land use restrictions affect properties in most Washington jurisdictions, and property owners must navigate both public and private land use regulations. CCRs are enforced by the involved parties, such as HOAs, as private contracts, and local governments are not responsible for their enforcement.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.



About Leonard Bauer

Leonard Bauer joined MRSC in June 2024 as a planning consultant. Leonard has over 35 years of public service experience in planning and community development. He served as the managing director of the Washington State Growth Management Services Office at the Department of Commerce for 12 years. Most recently he was the community planning and development director for Olympia for ten years. He also served the Cities of Sumner and Tumwater, and a regional council of governments in Eugene, OR.

Leonard was elected to the American Institute of Certified Planner's College of Fellows in 2014 and received the Meyer Wolfe Award for Professional Achievement from the Washington Chapter of the American Planning Association.

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Ryan Ericson

From: Ryan Ericson
Sent: Tuesday, October 21, 2025 9:48 AM
To: 'Jennifer Harkness'; Theora Moench
Cc: Drew Loura
Subject: RE: Landscaping Proposal for Finnegan Way Development
Attachments: PlantingBedCrossSection.pdf

Jennifer,

I would be happy to meet with you, Charles, and the homeowner association regarding the landscaping. A number of the issues raised about cost and responsibilities is a civil issue between developer and homeowners. The Town does not regulate who bears the cost of the meeting the regulations. I did look at the CCRs and the Homeowners Association is responsible for maintenance which includes landscaping in the definition.

Final Occupancy vs. Temporary Occupancy

Temporary Occupancy, a revokable determination was issued for each unit in Phase I and Phase II; a few units in Phase I have received final occupancy after demonstrating that an expansion tank was installed on the water heater. The outstanding items are Plat/PRD requirements for landscaping and to provide a hard surfaced road; the buildings themselves have passed the minimum requirements for residential construction.

Landscaping

The requirement for landscaping in the PRD code indicates that landscaping is required; it does not provide for a performance time period. The only guidance is that landscaping must provide a filtered screen. The Town needs approvable landscaping to be installed around the perimeter. In the limited areas behind the units the visual separation may require an alternative such as a 6' fence with large shrubs; should tree placement be unattainable along the property lines.

F. Perimeter Landscaping.

Perimeter landscaping shall be required in order to provide a "filtered screen" that functions as a visual separator between PRD and other developments. Protection and enhancement of existing views shall be considered in determining the design of perimeter landscaping.

Landscaping shall consist of:

A mix of evergreen and deciduous trees and shrubs spaced to create a filtered screen;

At least 50 percent deciduous trees and at least 30 percent evergreen trees;

Evergreen trees (minimum eight-foot height) spaced no more than 15 feet on center;

Deciduous trees (minimum two-inch caliper) spaced no more than 20 feet on center;

A mix of evergreen and deciduous shrubs (minimum two-foot height) that achieve a height of six feet within three years spaced no more than five feet apart; and

Living ground cover planted to achieve full coverage of the ground surface within three years.

My last meeting with Charles

- I spoke with Charles who indicated that there is a dispute on the proposed landscaping plan between himself and the other members of the association. The concern was over the cost of water while the plants establish.
- The stormwater plan indicates that BMP T5.13 will be installed post construction; flyer sent to Charles. I explained to Charles that to satisfy the Stormwater Plan soil amendments and hydroseeding to stabilize the soils must be installed after the road is paved. This will allow the Homeowner Association and Charles to work out the landscaping plan.

Kind Regards,

Ryan Ericson

Community Development Director

Town of Friday Harbor

For questions regarding an existing permit or assistance with permit applications

please email permits@fridayharbor.org

From: Jennifer Harkness <jenn@courageoushearthealing.com>

Sent: Tuesday, October 7, 2025 12:11 PM

To: Ryan Ericson <ryane@fridayharbor.org>; Theora Moench <theora.moench@gmail.com>

Cc: Drew Loura <drewloura@gmail.com>

Subject: Re: Landscaping Proposal for Finnegan Way Development

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

Hi Ryan,

I saw you out here this morning but didn't have time to run out and check in. I never heard back on the previous email. I am curious about the status of the development and landscaping? I know the road is to