



## ***TOWN COUNCIL AGENDA***

**June 27, 2023**

**104 Commercial Street**

**Upper Maple Center**

**And by Zoom**

**Information is below and on the Town Website**

Skagit County Washington  
Incorporated 1890  
[www.townoflaconner.org](http://www.townoflaconner.org)

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**I. Call to Order**

**II. Pledge of Allegiance**

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

**IV. Presentations:**

**V. CONSENT AGENDA**

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

1. Approval of the Minutes: Council Meeting June 13, 2023  
Finance:  
Approval of Accounts Payable  
Approval of Payroll

**VI. REPORTS**

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

**VII. UNFINISHED BUSINESS:**

1. Center Street Project – Discussion
2. Jenson Property – Discussion
3. Agreement – Berk Consulting (Council Retreat Facilitator)
4. Pioneer Park Tree Removal
5. Fish Slide

**VIII. NEW BUSINESS**

**IX. MAYOR ROUNDTABL**

**X. EXECUTIVE SESSION**

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

**Join Zoom Meeting – This Meeting will be Recorded**

<https://phaudowud-online.zoom.us/j/89108763077?pwd=ZEN1M3hBbE01Qm5rd3RTd3ZidW9ldz09>

Meeting ID: 891 0876 3077

Passcode: 926783

**One tap mobile**

Meeting ID: 891 0876 3077

Passcode: 926783

Phone Number: 1-253-215-8782

Find your local number: <https://us02web.zoom.us/u/kdzUmITtO0>

# **Consent Agenda**

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

## ***Town of La Conner***

Town Council Meeting  
June 13, 2023 – 6:00 p.m.

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The meeting of the La Conner Town Council was called to order at 6:12 p.m. by Mayor Hayes

Present: Councilmembers Carlson, Dole and Wohleb.

Also present: Administrator Thomas, Finance Director DeGoede, Planner Davolio and Fire Chief/Code Enforcement Officer Reinstra.

**This was a hybrid meeting held in person and electronically on Zoom. Information to join was posted at Town Hall, the published Agenda in the La Conner Weekly News, and on the Town Website.**

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

**Public Comments:**

Resident Jim Matthews noted there was not a second Public Comment on the Agenda per his request at the last meeting. Mayor Hayes explained it was looked into and MRSC confirmed most cities have one public comment on the agenda. The agenda is published a week prior to the meeting giving the public time to reach out to staff or Councilmembers with questions, or to submit comments and questions in writing prior to the meeting.

Ollie Iversen, resident and Parks Commissioner read his statement in support of saving and maintaining the Fish Slide, urging the Council to rethink their decision of May 23, 2023, to remove it.

Resident Marilyn Thostenson stated the development behind her home started work before 7:00 a.m. and was excessively loud. Code Enforcement Officer Reinstra will follow up, as the Town Code is no construction before 8:00 a.m. Also, she was very involved in the Fish Slide Sculpture and would like to see it saved.

Resident Glen Johnson noted he is in favor of keeping the Fish Slide and knows a sculptor, who is interested in fixing it.

Matt May of Mount Vernon submitted an email read by Administrator Thomas, in favor of Tiny Home Villages. He believes the Jenson Property would be ideal for such a project, and to ensure completion and remain long-term low-income housing, it should not be done by a private developer.

**Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the May 23, 2023 Council Meeting.

Accounts Payable:

Checks 26096 - 26157	\$168,485.55
Electronic Payments: #2018118 – US Bank Fees	\$411.66
#2018119 – Invoice Cloud Fees	\$155.00
<b>Total</b>	<b>\$169,052.21</b>

Payroll of June 5, 2023	Checks 5727 - 5733	\$2,973.29
Electronic Payments: #2018113	AWC Benefit Trust	\$14,004.22
#2018114	Deferred Comp	\$2,241.00
#2018115	PERS Retirement	\$10,308.68
#2018116	Teamsters Benefit	\$6,972.80
#2018117	Payroll Taxes	\$7,724.30
	Payroll Auto Deposit	\$23,721.75
	<b>Total Payroll</b>	<b>\$67,946.04</b>

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

**Revenue and Expenditure Reports:**

Mayor Hayes noted the Sales Tax for May dropped again with a decrease of just about \$20,000 from last year. However, this was a late season for the Tulips, so hopefully we will see an increase next month. The remaining taxes were solid.

**Department Head Reports:**

**Planning:**

Planner Davolio shared the parking study along North and South First Street found the Town actually has more parking spots available than required by our ordinance. However, that doesn't resolve the parking issue during the tourist season.

**Public Works:**

Councilmember Dole reported the Water Audit was excellent with no findings of negative impact.

**Fire Department/Code Enforcement:**

Fire Chief Reinstra noted his concerns on the upcoming 4<sup>th</sup> of July and reminded everyone no fireworks are allowed in Town.

**Sheriff's Department:**

Mayor Hayes shared Sgt. Montgomery is retiring and today was his last day working with the Town.

**Council Committee Reports:**

Emergency Management Commission: Councilmember Dole reported discussions included:

- Engaging and coordinating with the Army Corps of Engineers on protecting the Town
- The Town is collecting the flood height data, because the Government is not doing it.
- Identify the Library as a cooling space for hot days.
- Educating the public to receive community notifications.
- A community time bank as a cheaper and quicker way for recovery after a disaster.

**Pioneer Park Tree Removal:**

Administrator Thomas explained the Park analysis found 27 trees that need to be removed. However, because Public Works Director Lease is out on vacation, he requested to table this discussion for the next meeting.

**Councilmember Dole moved to table the Pioneer Park Tree Removal. Motion seconded by Councilmember Wohleb. Motion carried 3/0.**

**Resolution 623 - Appointment to the Planning Commission:**

Mayor Hayes has appointed Sommer Holt to the Planning Commission.

**Councilmember Dole moved to approve Resolution 623 appointing Sommer Holt to the Planning Commission. Motion seconded by Councilmember Carlson. Motion carried 3/0.**

**Appointment of Mayor Pro Tem - Carlson:**

**Councilmember Wohleb moved to approve Councilmember Carlson's appointment as Mayor Pro Tem. Motion seconded by Councilmember Dole. Motion carried 3/0.**

**6:48 p.m. Councilmember Taylor joined the meeting by Zoom.**

**Mayor Roundtable:**

Councilmember Dole recommended a resolution honoring UPS driver, Hector Soltero, as an honorary citizen of La Conner.

It was the consensus of the Council to recognize the UPS driver, Hector Soltero.

Councilmember Dole questioned how we could remove advertising kiosks in Town. Many of them are unused and in disrepair. Administrator Thomas stated we would first have to find out who owns them and that can be a challenge, as there is no owner or contact information on most of them. It was suggested to tag them with a time limit for claiming. Administrator Thomas will look into it.

Councilmember Wohleb discussed the Snapdragon Hill construction project. The excessively loud construction started around 6:45 a.m. Also, the eight-foot setback was in question. Code Enforcement Officer Reinstra will visit the construction site first thing in the morning.

**There being no further business the meeting ended at 6:53 p.m.**

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Maria DeGoede, Finance Director

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Ramon Hayes, Mayor



# **TOWN OF LA CONNER**

## ***CLAIMS CLEARING***

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for June 27, 2023 have been received and that;

Checks Numbered:	26158 - 26195	\$132,546.03
Auto Payments:	2018121 – Excise Tax	\$9,486.26

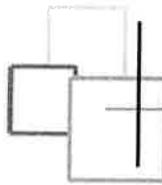
Are approved for a total payment of \$142,032.29 this 27<sup>th</sup> day of June 2023.

  
\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember – Finance Committee

\_\_\_\_\_  
Councilmember



# Voucher Directory

Fiscal: : 2023 - June

Council Date: : 2023 - June - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Andrea Moore	26158			2023 - June - 2nd Council Meeting	
		Invoice - 6/20/2023 1:59:02 PM			
		Travel Reimb. - Moore PDIV			
		001-000-514-23-43-00		Travel	\$133.62
		Total Invoice - 6/20/2023 1:59:02 PM			\$133.62
	Total 26158				\$133.62
	Total Andrea Moore				\$133.62
Astound Business Solutions	26159			2023 - June - 2nd Council Meeting	
		Invoice - AstoundJune2023			
		Phones & Internet			
		001-000-518-30-42-00		Communications	\$0.00
		Town Hall			
		001-000-522-20-42-00		Communications	\$152.70
		Fire Dept.			
		003-000-575-50-42-01		Communications-MH/MC	\$0.00
		MH/MC			
		401-000-534-80-42-00		Communications	\$324.61
		PW 604 N. Third			
		403-000-531-38-47-00		Public Utility Service	\$0.00
		102 6th St Pump			
		409-000-535-80-42-00		Communications	\$182.57
		WWTP			
		409-000-535-80-42-00		Communications	\$20.63
		WWTP Marina Lift Station			
	Total 26159	Total Invoice - AstoundJune2023			\$680.51
	Total Astound Business Solutions				\$680.51
					\$680.51

Vendor	Number	Reference	Account Number	Description	Amount
Bay City Supply	26160			2023 - June - 2nd Council Meeting	
		Invoice - 340874			
		TP			
		003-000-575-50-31-05		Public Restroom Supplies	\$763.33
		Total Invoice - 340874			\$763.33
	Total 26160				\$763.33
Total Bay City Supply					\$763.33
Canon Financial Services INC.	26161			2023 - June - 2nd Council Meeting	
		Invoice - 30658199			
		Copier Lease			
		001-000-518-30-40-00		Lease Agreement Tax	\$10.47
		001-000-591-31-70-00		Rents & Leases - Capital	\$121.67
		70%			
		401-000-534-80-40-00		Lease Agreement Tax	\$2.24
		401-000-591-31-70-00		Rents & Leases - Capital	\$26.07
		15%			
		409-000-535-80-40-00		Lease Agreement Tax	\$2.24
		409-000-591-31-70-00		Rents & Leases - Capital	\$26.07
		15%			
		Total Invoice - 30658199			\$188.76
	Total 26161				\$188.76
Total Canon Financial Services INC.					\$188.76
Cascade Natural Gas Corp	26162			2023 - June - 2nd Council Meeting	
		Invoice - CasNatGasJune2023			
		Utility - Gas			
		001-000-518-30-47-00		Public Utility Services	\$27.10
		204 Douglas-Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$33.10
		12142 Chilberg-Fire Hall			
		003-000-575-50-47-01		Public Utility Services-MH/MC	\$75.08
		108 Commercial-MH/MC			
		003-000-575-50-47-02		Public Utility Services-GC	\$47.10
		622 S 2nd Street-GC			
		401-000-534-80-47-00		Public Utility Services	\$13.78
		604 N 3rd Street - PW			
		409-000-535-80-47-00		Public Utility Services	\$342.40
		12154 B Chilberg - Sewer			
		409-000-535-80-47-00		Public Utility Services	\$80.89

Vendor	Number	Reference	Account Number	Description	Amount
			12154 Chilberg - WWTP		
		<b>Total Invoice - CasNatGasJune2023</b>			<b>\$619.45</b>
	<b>Total 26162</b>				<b>\$619.45</b>
<b>Total Cascade Natural Gas Corp</b>					<b>\$619.45</b>
<b>City of Anacortes</b>					
	26163		2023 - June - 2nd Council Meeting		
		<b>Invoice - CityofAnacortesJune2023</b>			
		<b>May 2023 Water Charges</b>			
		401-000-534-80-33-00		Purchase of Wholesale Water	\$36,274.00
		Water sales			
		<b>Total Invoice - CityofAnacortesJune2023</b>			<b>\$36,274.00</b>
	<b>Total 26163</b>				<b>\$36,274.00</b>
<b>Total City of Anacortes</b>					<b>\$36,274.00</b>
<b>Crystal Springs</b>					
	26164		2023 - June - 2nd Council Meeting		
		<b>Invoice - 5383122 061423</b>			
		<b>Water/Distilled Water</b>			
		001-000-518-30-47-00		Public Utility Services	\$114.32
		409-000-535-80-31-02		Lab Supplies	\$82.56
		WWTP Distilled Water			
		<b>Total Invoice - 5383122 061423</b>			<b>\$196.88</b>
	<b>Total 26164</b>				<b>\$196.88</b>
<b>Total Crystal Springs</b>					<b>\$196.88</b>
<b>David Evans &amp; Associates Inc.</b>					
	26165		2023 - June - 2nd Council Meeting		
		<b>Invoice - 537594</b>			
		<b>Flood Analysis</b>			
		403-000-531-38-41-02		Professional Services Flood	\$5,419.29
		<b>Total Invoice - 537594</b>			<b>\$5,419.29</b>
		<b>Invoice - 537595</b>			
		<b>Water System Plan</b>			
		401-000-594-34-64-02		Capital Projects	\$993.01
		<b>Total Invoice - 537595</b>			<b>\$993.01</b>
		<b>Invoice - 537596</b>			
		<b>Snap Dragon Flats DE</b>			
		005-000-552-30-41-02		DE Engineering Fees	\$330.04
		401-000-534-80-41-02		DE Engineer Fees	\$330.06
		403-000-531-38-41-05		DE Engineering Fees	\$330.06

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-41-08	DE Engineering Fees	\$330.06
		<b>Total Invoice - 537596</b>			<b>\$1,320.22</b>
<b>Total 26165</b>					<b>\$7,732.52</b>
<b>Total David Evans &amp; Associates Inc.</b>					<b>\$7,732.52</b>
<b>Edge Analytical</b>					
	26166			<b>2023 - June - 2nd Council Meeting</b>	
		<b>Invoice - 23-15627</b>			
		<b>Effluent Testing</b>			
		409-000-535-80-48-05		Materials/Testing	\$46.50
				Sewer Testing	
		<b>Total Invoice - 23-15627</b>			<b>\$46.50</b>
		<b>Invoice - 23-15786</b>			
		<b>Heterotrophic Plate Testing</b>			
		401-000-534-80-41-00		Professional Services	\$58.00
				Water Testing Samples	
		<b>Total Invoice - 23-15786</b>			<b>\$58.00</b>
		<b>Invoice - 23-16262</b>			
		<b>Coliform Testing</b>			
		401-000-534-80-41-00		Professional Services	\$24.00
				Water Testing Samples	
		<b>Total Invoice - 23-16262</b>			<b>\$24.00</b>
		<b>Invoice - 23-16745</b>			
		<b>Lead &amp; Copper Testing</b>			
		401-000-534-80-41-00		Professional Services	\$390.00
				Water Testing Samples	
		<b>Total Invoice - 23-16745</b>			<b>\$390.00</b>
<b>Total 26166</b>					<b>\$518.50</b>
<b>Total Edge Analytical</b>					<b>\$518.50</b>
<b>Farmers Equipment Company Inc</b>					
	26167			<b>2023 - June - 2nd Council Meeting</b>	
		<b>Invoice - BUR-2007075</b>			
		<b>Change Hydraulic Fluid in the Mixer</b>			
		412-000-554-90-48-06		Compost Machinery/Equip	\$5,658.17
		<b>Total Invoice - BUR-2007075</b>			<b>\$5,658.17</b>
<b>Total 26167</b>					<b>\$5,658.17</b>
<b>Total Farmers Equipment Company Inc</b>					<b>\$5,658.17</b>

Vendor	Number	Reference	Account Number	Description	Amount
Frontline Cleaning Services					
	26168			2023 - June - 2nd Council Meeting	
		Invoice - 34498			
			Public Restroom Cleaning		
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$2,440.00
		Total Invoice - 34498			\$2,440.00
					\$2,440.00
					\$2,440.00
		Total 26168			\$2,440.00
Total Frontline Cleaning Services					
Grainger					
	26169			2023 - June - 2nd Council Meeting	
		Invoice - 9732111308			
			Repair Clamp		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$128.54
		Total Invoice - 9732111308			\$128.54
					\$128.54
					\$128.54
		Total 26169			\$128.54
Total Grainger					
H.D. Fowler Company					
	26170			2023 - June - 2nd Council Meeting	
		Invoice - 16416099			
			Couplings, Gaskets, Adapters and Flange Kits		
			401-000-534-80-48-00	Repair & Maintenance	\$746.80
		Total Invoice - 16416099			\$746.80
		Invoice - 16427538			
			Angle/Key Check Valves		
			401-000-534-80-48-00	Repair & Maintenance	\$1,794.68
		Total Invoice - 16427538			\$1,794.68
					\$2,541.48
					\$2,541.48
		Total 26170			
Total H.D. Fowler Company					
Hall Signs, Inc.					
	26171			2023 - June - 2nd Council Meeting	
		Invoice - 64642			
			Regulatory Sign Decals		
			005-000-542-64-48-04	Signage Repair & Maintenance	\$172.93
		Total Invoice - 64642			\$172.93
					\$172.93
					\$172.93
		Total 26171			
Total Hall Signs, Inc.					
Herron Valley, Inc					
	26172			2023 - June - 2nd Council Meeting	
		Invoice - 0623116			
			Cleaned out OX-Ditch #1 & Digester		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$4,875.60
		Total Invoice - 0623116			\$4,875.60

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 0623117			
		<b>Cleaned Digester</b>			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$3,651.00
		<b>Total Invoice - 0623117</b>			<b>\$3,651.00</b>
		Invoice - 0623273			
		<b>Jetted Road to Plant, Cleaned all Catch Basins and Jetted/Cleaned Wet Well</b>			
		409-000-535-80-48-03		Pipe Repair & Maintenance	\$7,303.73
		<b>Total Invoice - 0623273</b>			<b>\$7,303.73</b>
		<b>Total 26172</b>			<b>\$15,830.33</b>
<b>Total Herron Valley, Inc</b>					<b>\$15,830.33</b>
Iconix Waterworks (US) Inc.					
	26173			<b>2023 - June - 2nd Council Meeting</b>	
		Invoice - U2316022140			
		<b>Couplings, PVC Cement, Primer &amp; Pipe</b>			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$427.26
		<b>Total Invoice - U2316022140</b>			<b>\$427.26</b>
		<b>Total 26173</b>			<b>\$427.26</b>
<b>Total Iconix Waterworks (US) Inc.</b>					<b>\$427.26</b>
Inez Bailey					
	26174			<b>2023 - June - 2nd Council Meeting</b>	
		Invoice - BaileyPPDepRef6-10-23			
		<b>Bailey Pioneer Park Dep Ref 6/10/23</b>			
		002-000-582-10-00-00		Park Deposit Refund	\$64.66
		<b>Total Invoice - BaileyPPDepRef6-10-23</b>			<b>\$64.66</b>
		<b>Total 26174</b>			<b>\$64.66</b>
<b>Total Inez Bailey</b>					<b>\$64.66</b>
Island County Fire District #1					
	26175			<b>2023 - June - 2nd Council Meeting</b>	
		Invoice - 1825-2023			
		<b>Annual Maintenance, NFPA &amp; DOT Inspections for E2712</b>			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$4,649.25
		<b>Total Invoice - 1825-2023</b>			<b>\$4,649.25</b>
		Invoice - 1826-2023			
		<b>Annual Maintenance, NFPA &amp; DOT Inspections for E2711</b>			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$4,951.86
		<b>Total Invoice - 1826-2023</b>			<b>\$4,951.86</b>
		Invoice - 1828-2023			
		<b>Annual Maintenance, NFPA &amp; DOT Inspections for A2719</b>			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$2,724.30
		<b>Total Invoice - 1828-2023</b>			<b>\$2,724.30</b>
		<b>Total 26175</b>			<b>\$12,325.41</b>
<b>Total Island County Fire District #1</b>					<b>\$12,325.41</b>

Vendor	Number	Reference	Account Number	Description	Amount
Isomedia.com	26176			2023 - June - 2nd Council Meeting	
		Invoice - 22387-19853			
		WWTP DSL			
		409-000-535-80-42-00		Communications	\$65.94
		Total Invoice - 22387-19853			\$65.94
					\$65.94
					\$65.94
					\$65.94
Total 26176					
Total Isomedia.com					
Larissa Ayers	26177			2023 - June - 2nd Council Meeting	
		Invoice - AyersPPDepRef6/17/23			
		Ayers Pioneer Park Dep Ref 6/17/23			
		002-000-582-10-00-00		Park Deposit Refund	\$200.00
		Total Invoice - AyersPPDepRef6/17/23			\$200.00
					\$200.00
					\$200.00
Total 26177					
Total Larissa Ayers					
Monica Olason	26178			2023 - June - 2nd Council Meeting	
		Invoice - OlasonGCDepRef6/7/23			
		Olason Garden Club Dep Ref 6/7/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - OlasonGCDepRef6/7/23			\$215.00
					\$215.00
					\$215.00
					\$215.00
Total 26178					
Total Monica Olason					
Napa Auto Parts	26179			2023 - June - 2nd Council Meeting	
		Invoice - 1438-531729			
		2.5 DEF & Windshield Wash			
		412-000-554-90-48-06		Compost Machinery/Equip	\$58.80
		Total Invoice - 1438-531729			\$58.80
		Invoice - 1438-531742			
		AP Anch Shackle			
		005-000-543-10-48-02		Vehicle Repair & Maintenance	\$4.08
		Total Invoice - 1438-531742			\$4.08
					\$62.88
					\$62.88
Total 26179					
Total Napa Auto Parts					

Vendor	Number	Reference	Account Number	Description	Amount
Nelson Petroleum					
	26180			2023 - June - 2nd Council Meeting	
		Invoice - 0835300-IN			
		WWTP Fuel			\$2,767.24
		412-000-554-90-32-00		Fuel	\$2,767.24
		Total Invoice - 0835300-IN			\$2,767.24
	Total 26180				\$2,767.24
Total Nelson Petroleum					
North Central Laboratory					
	26181			2023 - June - 2nd Council Meeting	
		Invoice - 488542			
		Buffered Dil., Water & Citranox			\$274.62
		409-000-535-80-31-02		Lab Supplies	\$274.62
		Total Invoice - 488542			\$274.62
	Total 26181				\$274.62
Total North Central Laboratory					\$274.62
North Hills Resources					
	26182			2023 - June - 2nd Council Meeting	
		Invoice - 35827			
		Pile Grinding			\$10,968.60
		412-000-554-90-41-07		Pile Grinding	\$10,968.60
		Total Invoice - 35827			\$10,968.60
	Total 26182				\$10,968.60
Total North Hills Resources					\$10,968.60
PNW Quilt & Fiber Art's Museum					
	26183			2023 - June - 2nd Council Meeting	
		Invoice - PNWQ&FMsmGCDepRef6/11/23			
		PNW Quilt & Fiber Museum Dep Ref 6/11/23			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$197.50
		Total Invoice - PNWQ&FMsmGCDepRef6/11/23			\$197.50
	Total 26183				\$197.50
Total PNW Quilt & Fiber Art's Museum					\$197.50
Puget Sound Energy					
	26184			2023 - June - 2nd Council Meeting	
		Invoice - PSEJun2023			
		Utility - Electric			
		001-000-518-30-47-00		Public Utility Services	\$141.32
		204 Douglas St -Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$337.50
		12142 Chilberg - Fire Dept			
		002-000-576-80-47-00		Public Utility Services	\$59.45
		1339 Connor Way - Pioneer Park Gazebo			

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-47-00	Public Utility Services 100 Washington Ave Light- St End Park	\$160.71
			002-000-576-80-47-00	Public Utility Services 100 Morris - Gilkey Square	\$17.51
			002-000-576-80-47-00	Public Utility Services 1339 Conner Way Lights - Pioneer Park Lights	\$36.96
			003-000-575-50-47-01	Public Utility Services-MH/MC 104 Commercial - Maple Hall	\$10.85
			003-000-575-50-47-02	Public Utility Services-GC 622 S 2nd Street - Garden Club	\$24.03
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 613 1st Street - Public Restroom	\$51.23
			003-000-575-50-47-05	Public Utility Svcs-Restrooms 304 Morris St -Public Restroom	\$46.51
			005-000-542-63-47-00	Public Utility Services 3rd & Douglas	\$45.05
			005-000-542-63-47-00	Public Utility Services Street lights Acct #300000001705	\$798.67
			005-000-542-63-47-00	Public Utility Services 1st Street Lights #220005384221	\$297.84
			005-000-542-63-47-00	Public Utility Services 12100 Chilberg - Flag pole/Monument lights	\$15.21
			005-000-542-63-47-00	Public Utility Services Area Lights Acct #200011509383	\$95.40
			005-000-542-63-47-00	Public Utility Services 125 1st Street LC Post Office #300000002505	\$556.99
			401-000-534-80-47-00	Public Utility Services 604 N 3rd Street - PW Shop-300000002695	\$247.64
			401-000-534-80-47-00	Public Utility Services 1200 S 4th St - Water Tank	\$13.39
			403-000-531-38-47-00	Public Utility Service 1340 Connor Way - Water Shack	\$10.97
			403-000-531-38-47-00	Public Utility Service 213 Caledonia - Drainage Pump	\$84.87
			403-000-531-38-47-00	Public Utility Service 102 S 6th St - Drainage Pump	\$54.40
			409-000-535-80-47-00	Public Utility Services 602 N 3rd Street - Pump	\$35.44
			409-000-535-80-47-00	Public Utility Services 622 1st Street - Sewage Vault	\$27.77
			409-000-535-80-47-00	Public Utility Services 12154 Chilberg - WWTP Fuel Station	\$10.32
				<b>Total Invoice - PSEJun2023</b>	<b>\$3,180.03</b>
		<b>Total 26184</b>			<b>\$3,180.03</b>
		<b>Total Puget Sound Energy</b>			<b>\$3,180.03</b>

Vendor	Number	Reference	Account Number	Description	Amount
Pye - Barker Fire & Safety					
	26185			2023 - June - 2nd Council Meeting	
		Invoice - PSI1020607			
				Annual Fire Ext. Inspect & First Aid Restock	
			002-000-576-80-41-00	Professional Services	\$230.38
			005-000-543-10-41-00	Professional Services	\$230.38
			401-000-534-80-41-00	Professional Services	\$230.39
			403-000-531-38-41-00	Professional Services	\$230.38
				Total Invoice - PSI1020607	\$921.53
					\$921.53
					\$921.53
					\$921.53
Total 26185					
Total Pye - Barker Fire & Safety					
Skagit - 911					
	26186			2023 - June - 2nd Council Meeting	
		Invoice - 3944			
				Quarterly User Fee	
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$557.00
				Qtrly Agency fee	
				Total Invoice - 3944	\$557.00
					\$557.00
					\$557.00
					\$557.00
Total 26186					
Total Skagit - 911					
Skagit Adult Day Program					
	26187			2023 - June - 2nd Council Meeting	
		Invoice - SKAdtPrgMHDepRef6/3/23			
				Skagit Adult Day Program Maple Hall Dep Ref 6/3/23	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$906.25
			Total Invoice - SKAdtPrgMHDepRef6/3/23		\$906.25
					\$906.25
					\$906.25
					\$906.25
Total 26187					
Total Skagit Adult Day Program					
Tacoma Screw Products					
	26188			2023 - June - 2nd Council Meeting	
		Invoice - 260068999-00			
				Finishing Washers	
			002-000-576-80-48-01	Building Repair & Maintenance	\$7.15
			Total Invoice - 260068999-00		\$7.15
		Invoice - 260069433-00			
				Flat Head Wood Screws	
			002-000-576-80-48-01	Building Repair & Maintenance	\$32.80
			Total Invoice - 260069433-00		\$32.80
		Invoice - 260069503-00			
				Pan Head Drive Self Drilling Screws	
			002-000-576-80-48-01	Building Repair & Maintenance	\$14.18
			Total Invoice - 260069503-00		\$14.18

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 260069668-00			
		SDI Wedge Anchors			
		002-000-576-80-48-01		Building Repair & Maintenance	\$47.04
		Total Invoice - 260069668-00			\$47.04
					\$101.17
		Total 26188			\$101.17
Total Tacoma Screw Products					
Tillinghast Postal	26189			2023 - June - 2nd Council Meeting	
		Invoice - 118458			
		Keys for PW New Hire			
		401-000-534-80-35-00		Small Tools & Equipment	\$17.65
		Total Invoice - 118458			\$17.65
		Invoice - 118524			
		Gilkey Square Acknowledge Print out			
		002-000-576-80-41-00		Professional Services	\$1.92
		Total Invoice - 118524			\$1.92
					\$19.57
		Total 26189			\$19.57
Total Tillinghast Postal					
Town of La Conner	26190			2023 - June - 2nd Council Meeting	
		Invoice - C 06-2023			
		June 2023 Sewer Service Charges			
		412-000-554-90-47-00		Sewer Service Charge	\$10,833.34
		Total Invoice - C 06-2023			\$10,833.34
		Invoice - S 06-2023			
		June 2023 Sludge Disposal Costs			
		409-000-535-80-47-02		Sludge Disposal	\$2,500.00
		Total Invoice - S 06-2023			\$2,500.00
					\$13,333.34
		Total 26190			\$13,333.34
Total Town of La Conner					
U.S. Bank	26191			2023 - June - 2nd Council Meeting	
		Invoice - AlaskaAI6/8/23			
		Flight Ticket for Planner Conf in Spokane - Eills			
		001-000-558-60-43-00		Travel	\$167.80
		Total Invoice - AlaskaAI6/8/23			\$167.80
		Invoice - Amazon0059411			
		36"x100' Silt Fence			
		403-000-531-38-48-00		Repair & Maintenance	\$52.10
		Total Invoice - Amazon0059411			\$52.10

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - Amazon2007452</b>			
		6 Piece Reflective UV Neck Drape & Hats			
		403-000-531-38-35-00		Small Tools & Equipment	\$67.31
		<b>Total Invoice - Amazon2007452</b>			<b>\$67.31</b>
		<b>Invoice - Amazon3015411</b>			
		Color Paper			
		001-000-518-30-31-00		Office & Operating Supplies	\$19.67
		<b>Total Invoice - Amazon3015411</b>			<b>\$19.67</b>
		<b>Invoice - Amazon4035434</b>			
		Toner Cartridges			
		001-000-518-30-31-00		Office & Operating Supplies	\$36.91
		<b>Total Invoice - Amazon4035434</b>			<b>\$36.91</b>
		<b>Invoice - Amazon5753810</b>			
		4 Piece Hard Hat Sets			
		403-000-531-38-35-00		Small Tools & Equipment	\$23.87
		<b>Total Invoice - Amazon5753810</b>			<b>\$23.87</b>
		<b>Invoice - Amazon9093054</b>			
		Boots - Pena			
		002-000-576-80-35-00		Small Tools & Equipment	\$149.87
		<b>Total Invoice - Amazon9093054</b>			<b>\$149.87</b>
		<b>Invoice - Amazon9693047</b>			
		Water Proof Tags			
		401-000-534-80-48-00		Repair & Maintenance	\$69.48
		<b>Total Invoice - Amazon9693047</b>			<b>\$69.48</b>
		<b>Invoice - Amazon9859434</b>			
		Air Conditioners & Accessories for Town Hall			
		001-000-518-30-48-01		Building Repair & Maintenance	\$1,737.18
		<b>Total Invoice - Amazon9859434</b>			<b>\$1,737.18</b>
		<b>Invoice - CalicoCb5/22/23</b>			
		Mayor/Admin Meeting - Coffee			
		001-000-513-10-49-02		Admin Training & Meetings	\$22.64
		<b>Total Invoice - CalicoCb5/22/23</b>			<b>\$22.64</b>
		<b>Invoice - CityofMV</b>			
		Rental for Council Retreat			
		001-000-511-60-49-02		Council Training & Meetings	\$240.00
		<b>Total Invoice - CityofMV</b>			<b>\$240.00</b>
		<b>Invoice - CrashPinMay2023</b>			
		Server Backup			
		001-000-518-30-48-00		Computer/Server Maintenance	\$54.25
		Server Backup			
		<b>Total Invoice - CrashPinMay2023</b>			<b>\$54.25</b>
		<b>Invoice - LOWES5/24/23</b>			
		Supplies for Town Flower Baskets			
		005-000-543-10-48-00		Repair & Maintenance	\$42.43
		<b>Total Invoice - LOWES5/24/23</b>			<b>\$42.43</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Invoice - MaritimeSvc4/3/23</b>					
			<b>Tow and Remove Fire Boat from Moorage</b>		
			001-000-522-20-48-02	Vehicle Repair & Maintenance	\$581.05
<b>Total Invoice - MaritimeSvc4/3/23</b>					
<b>Invoice - REXG&amp;G5/15/23</b>					
			<b>Firefighters meal for Training</b>		
			001-000-522-20-49-02	Training & Meetings	\$133.74
<b>Total Invoice - REXG&amp;G5/15/23</b>					
<b>Invoice - SkaRegHealth5/10/23</b>					
			<b>DOT Physical - Park</b>		
			005-000-543-10-41-00	Professional Services	\$92.00
<b>Total Invoice - SkaRegHealth5/10/23</b>					
<b>Invoice - ZOOM-205704611</b>					
			<b>Monthly Zoom Fees</b>		
			001-000-518-30-31-00	Office & Operating Supplies	\$260.53
<b>Total Invoice - ZOOM-205704611</b>					
	<b>Total 26191</b>				
<b>Total U.S. Bank</b>					
<b>US Postmaster</b>	<b>26192</b>				
			<b>2023 - June - 2nd Council Meeting</b>		
		<b>Invoice - POBox2023</b>			
			<b>Annual Post Office Box Charge</b>		
			001-000-518-30-42-02	Postage	\$83.00
			401-000-534-80-42-02	Postage	\$83.00
			403-000-531-38-42-02	Postage	\$83.00
			409-000-535-80-42-02	Postage	\$83.00
		<b>Total Invoice - POBox2023</b>			
	<b>Total 26192</b>				
<b>Total US Postmaster</b>					
<b>USA Bluebook</b>	<b>26193</b>				
			<b>2023 - June - 2nd Council Meeting</b>		
		<b>Invoice - INV00037945</b>			
			<b>Stenner Pump</b>		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$574.70
		<b>Total Invoice - INV00037945</b>			
		<b>Invoice - INV00041016</b>			
			<b>Hach BOD Nutrient Buffer</b>		
			409-000-535-80-31-02	Lab Supplies	\$146.71
		<b>Total Invoice - INV00041016</b>			
	<b>Total 26193</b>				
<b>Total USA Bluebook</b>					

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Wireless					
	26194			2023 - June - 2nd Council Meeting	
		Invoice - 9936652651			
			Cell Phones		
			001-000-513-10-42-00	Mayor's Communications	\$52.95
			Mayor		
			001-000-521-70-42-00	Communications-Code Enf	\$26.48
			Code Enforcement		
			001-000-522-20-42-00	Communications	\$66.49
			Fire Dept.		
			001-000-575-50-42-00	Senior Center Communications	\$52.95
			Senior Center		
			401-000-534-80-42-00	Communications	\$475.90
			Public Works		
		Total Invoice - 9936652651			\$674.77
	Total 26194				\$674.77
Total Verizon Wireless					\$674.77
WA State DOR - Excise Tax					
	2018121			2023 - June - 2nd Council Meeting	
		Invoice - DORExciseTaxMay2023			
			may 2023 Excise Tax		
			401-000-534-80-49-03	Excise Taxes	\$5,406.38
			403-000-531-38-49-03	Excise Taxes	\$490.71
			409-000-535-80-49-01	Excise Taxes	\$1,142.78
			412-000-554-90-49-01	Compost Sales Tax	\$642.02
			412-000-554-90-49-02	Excise Taxes	\$1,804.37
		Total Invoice - DORExciseTaxMay2023			\$9,486.26
	Total 2018121				\$9,486.26
Total WA State DOR - Excise Tax					\$9,486.26
Western Display Fireworks					
	26195			2023 - June - 2nd Council Meeting	
		Invoice - 23-7201-2			
			Balance of 4th of July Firework Display		
			001-000-571-00-40-00	4th of July Fireworks/Event	\$6,600.00
		Total Invoice - 23-7201-2			\$6,600.00
	Total 26195				\$6,600.00
Total Western Display Fireworks					\$6,600.00
Grand Total		Vendor Count	39		\$142,032.29



# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **June 1, 2023** through **June 15, 2023** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.

  
\_\_\_\_\_  
Maria DeGoede, Finance Director

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that:

Payroll checks numbered 5734 through 5739	\$3,455.85
Auto Payments:	
Auto Payroll Taxes #2018120	\$7,637.74
Payroll auto deposit	\$22,828.90

are approved for a total payment of \$33,922.49 this 27<sup>th</sup> day of June, 2023.

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Councilmember – Finance Committee

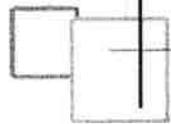
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Councilmember – Finance Committee

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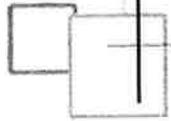
Councilmember

# Register



	<b>Note</b>	<b>Fiscal Description</b>	<b>Amount</b>
5734	Dept of Labor & Industry	2023 - June - 2nd Council Meeting	\$2,417.10
5735	Employment Security	2023 - June - 2nd Council Meeting	\$97.32
5736	Employment Security Dept. Paid Family & Medical Leave	2023 - June - 2nd Council Meeting	\$188.83
5737	North Coast Credit Union	2023 - June - 2nd Council Meeting	\$150.00
5738	Teamsters Local No. 231	2023 - June - 2nd Council Meeting	\$132.50
5739	Washington State Support Registry	2023 - June - 2nd Council Meeting	\$470.10
2018120	Washington Federal	2023 - June - 2nd Council Meeting	\$7,637.74
<u>Direct Deposit Run -</u>	Payroll Vendor	2023 - June - 2nd Council Meeting	\$22,828.90
<u>6/15/2023</u>			<b>\$33,922.49</b>

# Register Activity



Direct Deposit Run - 6/15/2023	Reference	Posting Reference	Amount
Ells, Ajah G	Payroll Vendor	2023 - June - 2nd Council Meeting	\$22,828.90
Hillard, Margaret A	ACH Pay - 6469	Posting Run - 6/15/2023 10:11:46 AM	\$1,680.56
Kerley-DeGoede, Maria A	ACH Pay - 6470	Posting Run - 6/15/2023 10:11:46 AM	\$548.74
Lease, Brian	ACH Pay - 6471	Posting Run - 6/15/2023 10:11:46 AM	\$2,254.81
Lovejoy, Lynne	ACH Pay - 6472	Posting Run - 6/15/2023 10:11:46 AM	\$2,943.15
Moore, Andrea L	ACH Pay - 6473	Posting Run - 6/15/2023 10:11:46 AM	\$695.62
Palaniuk, Kevin R	ACH Pay - 6474	Posting Run - 6/15/2023 10:11:46 AM	\$1,748.75
Park, Todd W	ACH Pay - 6475	Posting Run - 6/15/2023 10:11:46 AM	\$2,365.63
Pena-Ayon, Manuel A	ACH Pay - 6476	Posting Run - 6/15/2023 10:11:46 AM	\$2,235.84
Reinstra, Aaron M.	ACH Pay - 6477	Posting Run - 6/15/2023 10:11:46 AM	\$1,308.57
Sherman, Albert R	ACH Pay - 6478	Posting Run - 6/15/2023 10:11:46 AM	\$1,846.63
Smith, Christopher	ACH Pay - 6479	Posting Run - 6/15/2023 10:11:46 AM	\$1,701.97
Thomas, Scott G	ACH Pay - 6480	Posting Run - 6/15/2023 10:11:46 AM	\$615.66
	ACH Pay - 6481	Posting Run - 6/15/2023 10:11:46 AM	\$2,882.97
			\$22,828.90

# Reports

## **1) Administrator's Report**



## MEMORANDUM

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TO: Mayor Hayes & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: June 21, 2023

1. Wastewater Treatment Plant. The Town has advertised an RFQ for the WWTP, and expects to interview candidates for the provision of engineering services in June, with a contract to be awarded by the end of June, 2023.
2. Newspaper Boxes. I have visited several of the newspaper boxes that appear to be unused in Town, and have completed some background research. As suspected, none of the unused boxes clearly identify an owner. Although abandoned boxes are apparently becoming a larger issue due to changes in the advertising industry, few communities appear to have taken steps to regulate vending and distribution boxes. Of those that have, several have been reprimanded in the courts for unilaterally removing vending boxes without having an ordinance or other policy in place that would guarantee no First Amendment violations. Over the next several months, Town staff will work to develop a policy based on the lessons learned from other jurisdictions.
3. Fourth of July. The 4th of July festivities kick off with a parade, with staging at 11:00 am in the Port of Skagit parking lot on State Street and the parade to begin as 12:00. Parade participants should print out a liability waiver from the Town's website and bring it with them, or look for the parade organizers on the day of the parade at the staging location.

Later on the 4<sup>th</sup>, activities at the Port will include:

- 5:00pm - Food, Beer & Wine Garden Open
- 5:30pm - The Enthusiasts (Grammy Award Winner Randy Weeks)
- 7:30pm - Chris Eger featuring the Powerhouse Horns
- 10:00pm - A spectacular Fireworks Show by Western Display Fireworks

Residents and visitors should be reminded that only Safe and Sane fireworks are allowed in Town, and the use of any airborne or exploding fireworks is prohibited.

4. Pool. I have been made aware that several members of the community have raised the question of whether or not it would be possible to establish a pool, or a pool and gym in the Town. Pools provide huge recreational and health benefits to a community, but they also carry huge costs. The Fidalgo Pool and Fitness Center (FPFC), which is a municipal district that is separate from the

City of Anacortes, considered constructing a new pool and placing a bond on the 2020 ballot. FPFC estimated at the time that a new pool, fitness center, community room, and child watch area would cost \$28.4 million (this estimate did not include land, or soft costs such as engineering fees.) The existing FPFC pool is funded through a Maintenance and Operations (M&O) Levy, and user fees. As part of the most recent \$760,000 M&O levy renewal request, FPFC stated that it costs well over a million dollars to operate its facility each year, with user fees covering a portion of the cost. In 2022, the FPFC Board adopted a \$1.4 million operating budget.

5.        Retreat. In scheduling the retreat, we have booked two sessions: the first will be to conduct a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) at a special council meeting occurring on July 11<sup>th</sup> at 5:00 p.m. (immediately before the regularly scheduled council meeting) and the second, full-day portion of the retreat to take place on Monday, July 24 at the Vaux Retreat Center (3011 East Fir Street). The Center is located at the Southwest Corner of Bakerview Park, and is operated by the City of Mount Vernon. Parking is available on-site.

If you have any questions about any of these topics, please contact me.

# Unfinished Business

- 1) Center Street Project – Discussion – No Insert**
- 2) Jenson Property – Discussion – No Insert**
- 3) Agreement – Berk Consulting (Council Retreat Facilitator)**
- 4) Pioneer Park Tree Removal**
- 5) Fish Slide – No Insert – Discussion**

**Agreement – Berk Consulting  
Council Retreat Facilitator**

# CONSULTANT AGREEMENT BETWEEN

**TOWN OF LA CONNER**  
204 Douglas St  
La Conner WA 98257

**BERK CONSULTING, INC.**  
2200 Sixth Avenue, Suite 1000  
Seattle WA 98121

## Agreement Summary

### PROJECT: LA CONNER SP FACILITATION 2023

This agreement is made between Town of La Conner ("CLIENT") and BERK CONSULTING, INC. ("BERK"). BERK will provide professional consulting services for the CLIENT. The scope of work and project are described in the Scope of Work attached hereto as Exhibit A (the "SOW").

### Performance

Services provided under this agreement will be performed by BERK from 05/2023 through 8/2023, unless modified by a written agreement of the parties.

### Compensation and Payment

The CLIENT shall pay BERK on a time and materials basis, not to exceed \$11,545 in accordance with the Budget set forth below. BERK will invoice the CLIENT on a monthly basis. Invoices will include the hourly rate(s) for services performed, the hours worked, additional expenses and costs incurred, and the date concluded. CLIENT shall pay the invoice within thirty (30) days of receipt.

### Budget and Timeline

BERK will invoice CLIENT on a time and materials basis, with a total not to exceed \$11,545, which includes travel and other reasonable expenses and costs. Our estimated time and cost per deliverable is shown in the SOW. The actual time and cost may vary from this estimate depending on factors outside of our control, however, the total spent will not exceed the maximum stated above without CLIENT's prior written consent, or unless the actual amounts of third-party expenses and costs incurred by us substantially exceed our estimates, in our sole discretion.

### Changes

BERK will accommodate CLIENT's material changes to, or requests for work outside of, the SOW attached hereto as Exhibit A, provided that such material changes or requests, and the compensation payable to BERK therefor, are agreed to in writing pursuant to the Amendment in substantially the form attached to this Agreement Summary as Exhibit C.

## Terms and Conditions

This agreement incorporates by reference the SOW attached hereto as Exhibit A, the Standard Terms and Conditions attached hereto as Exhibit B (together, and with all exhibits, attachments and schedules hereto, the "Agreement"). The Agreement constitutes a binding contract between CLIENT and BERK.

## Acceptance

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below (the "Effective Date"), and each signatory represents that it has the full authority to accept this Agreement, and to bind her/his respective party to all of the terms and conditions herein.

### **TOWN OF LA CONNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **BERK CONSULTING, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Town of La Conner**

# **Council Strategic Planning Retreat**

**April 28, 2023**

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# Project Understanding and Approach

The Town of La Conner is seeking facilitation support for a Council strategic planning retreat. The primary objective for the retreat is to establish a shared sense of focus and priorities to guide Town efforts over the coming five years. The retreat would ideally also be used to identify implementation steps and needed resources for the first year, and to set up an annual process by which Council members and staff would consult the strategic plan and identify actions and resource needs for the coming year.

Our proposed approach to accomplishing this effort includes:

- **A preliminary meeting with Council** (through online participation at a regular Council meeting) to discuss the Town's strengths, challenges, opportunities, and threats, and to identify potential areas of strategic focus for exploration in the next step.
- **A full-day planning retreat to:**
  - Informally describe a shared vision for the future of La Conner. This would not be adopted as a formal vision statement but would serve to ground and orient subsequent conversation.
  - Articulate strategic areas of focus for the coming five years.
  - Identify actions and resource needed for the first year of implementation.
  - Outline an ongoing annual process by which Council and staff will revisit the strategic plan to identify actions and resource needs for the coming year.

The BERK team will design these two Council engagements in collaboration with the Town Administrator; facilitate productive Council discussions; and provide summary notes from the online meeting to seed discussion at the retreat. The final product will be a brief, moderately laid out strategic plan suitable for posting to the La Conner website or otherwise sharing with community members.

# Budget

Our anticipated level of effort is shown below. Staffing of the co-facilitator role will be finalized based on scheduling and availability of BERK staff.

	Brian Murphy Lead Facilitator	TBD Co-Facilitator	Total Hours and Estimated Cost by Task
	2023 Hourly Rate \$260	\$175	
Kick off call and review of background documents	2	2	
Design, facilitation, and summary Council meeting agenda item (remote participation)	4	6	
Design and facilitation of all-day in-person retreat	12	12	
Strategic Plan (content and moderate layout)	4	12	
<b>Subtotal</b>	<b>22</b>	<b>32</b>	<b>54</b>
			<b>\$11,320</b>
<b>Total Estimated Hours</b>	<b>22</b>	<b>32</b>	<b>54</b>
<b>Cost (Hours*Rate)</b>	<b>\$5,720</b>	<b>\$5,600</b>	<b>\$11,320</b>
<b>Subtotal Consultant Cost</b>	<b>\$11,320</b>		
<b>Travel and meeting expenses (poster printing)</b>	<b>\$225</b>		
<b>Estimated Project Total</b>	<b>\$11,545</b>		



# Qualifications

## About BERK Consulting

BERK is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success.

**Our Mission is: *Helping Communities and Organizations Create Their Best Futures.*** We do this by:

- Integrating the art of effective decision-making with the science of rigorous quantitative and qualitative analysis;
- Bringing people, ideas, and analysis together to generate understanding and consensus on the best strategies and decisions; and
- Bridging disciplines to synthesize diverse information and facilitate relationships.

A hallmark of our approach is our ability to communicate complex information to a wide range of audiences, using words, numbers, pictures, and maps to convey information in accessible, understandable formats. We believe that when participants truly understand the issues and options before them, they are able to make good decisions, and then communicate and explain those decisions to the broader community.

**Approach to Facilitation.** BERK has a 30+ year history of providing interest-based facilitation services combined with technical analysis. Our projects involve multiple parties, many with conflicting interests and varying levels of engagement. We use engaging, interactive facilitation techniques to bring people together around problem identification and optimal policy recommendations.

While a good facilitator can assist a group through a discussion of a topic that he or she is not intimately familiar with, the most effective facilitator understands the topic from an analytic perspective, and appreciates the differing viewpoints and interests each participant bring to the table. Our depth of experience in developing community strategic plans and working on municipal issues will allow us to facilitate an engaging and productive conversation, while maintaining a neutral third party stance.

### *Focus on Achieving Outcome Satisfaction, in Multiple Dimensions*

Successful committee facilitation is dependent on reaching a satisfactory outcome for the individuals involved. Satisfaction has three aspects: substantive (content) satisfaction, process satisfaction, and emotional satisfaction. To develop a robust project outcome, we strive to achieve satisfaction in all three areas. We have found that even if participants don't fully agree on the final recommendations, if they have a positive experience in the process and emotional dimension, they are likely to support the outcome. Our definitions for each element of satisfaction are:



- **Substantive satisfaction.** Satisfaction with the group's rationale for decision-making, based on consideration of analytic inputs and the establishment of a solid analytic framework and a defensible line of reasoning.
- **Process satisfaction.** Satisfaction that the process has been transparent, fair, and consistent. A plan was agreed to early in the process and adhered to, with changes made only with the buy-in of the whole group.
- **Emotional satisfaction.** Satisfaction that I as an individual have been respected and listened to: my views have been heard by the group.

## Framework for Successfully Facilitated Outcomes



## Staff Experience



**Brian Murphy (Project Manager + Lead Facilitator)** is a Principal at BERK. He has more than 20 years of experience in strategic and business planning, economic development, and management consulting. His practice includes strategic planning for organizations and communities, committee facilitation, and stakeholder engagement. Brian joined the firm in 2002 and is a skilled manager of complex analytic and planning projects with many moving pieces and nuanced policy choices. Brian received a B.A with Honors from UC Santa Cruz and an M.B.A from the University of Washington, where he led the school's Net Impact chapter. Previously, he was a program director for Volunteers in Asia, a non-profit cross-cultural exchange organization based at Stanford University. He is a 2003 graduate of Leadership Tomorrow.

## Relevant Project Experience

### *Sammamish Plateau Water District Board Retreat Facilitation 2022*

BERK facilitated an all-day strategic planning retreat for the Sammamish Plateau Water District Board. The meeting was seeded by an initial, exploratory conversation with the full Board, and resulted in a summary document of the Board's thinking and plans for key strategic issues.

### *King County Library System Board Retreat 2022*

Brian Murphy facilitated the KCLS Board Visioning session at its Fall 2022 retreat. Building from input gathered from individual Board members prior to the Retreat, Brian facilitated a discussion that established the Board's Vision for the community served by KCLS and for KCLS as an organization. Six potential initiatives were identified for subsequent inclusion in the Board's long-range planning efforts.

***Skagit County Public Utility District 1 Strategic Plan + 2022 Update ([link](#))***

Public Utility District Number 1 of Skagit County contracted BERK to guide the creation of their Strategic Plan in 2018 and then an update to that plan in 2022. For both projects, the BERK team interviewed the Board of Commissioners and surveyed staff, then partnered with a planning committee to draft and revise the plan. The final products included an actionable strategic plan, clear implementation steps, a printed two-page summary, and a summary webpage.

***Washington Association of County Officials Strategic Plan 2022 ([link](#))***

BERK facilitated the development of the Washington Association of County Officials (WACO)'s strategic plan and accompanying implementation framework. The plan, which was developed through the work of a Strategic Planning Committee comprised of the WACO Executive Director and elected officials from WACO's board, is a concise, two-page document designed to communicate WACO's role, value, and strategic focus to partners and interested stakeholders. The plan communicates WACO's ongoing activities and focuses on a short number of impact strategies designed to substantively advance WACO's Mission and Vision. The implementation framework features year-based tasks and milestones, and is intended for internal use as a management tool.

# EXHIBIT B

## BERK CONSULTING, INC.

### STANDARD TERMS AND CONDITIONS

**1. DEFINITIONS.** As used herein and throughout this Agreement:

**1.1.** *Agreement* means the entire content of these Standard Terms and Conditions, the Agreement Summary to which these Standard Terms and Conditions are attached (the “*Agreement Summary*”) and the SOW, together with any exhibits, schedules or attachments hereto.

**1.2.** *CLIENT Content* means all materials, information, photography, writings, data and other content provided by CLIENT for use in the preparation of and/or incorporation in the Deliverables.

**1.3.** *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

**1.4.** *Deliverables* means the services and content to be delivered by BERK to CLIENT as specified in the SOW and attached to the Agreement Summary as Exhibit A.

**1.5.** *BERK Fees* means all fees, costs and expenses payable to BERK by CLIENT in the amounts and according to the payment schedule set forth in the SOW, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule set forth in the SOW.

**1.6.** *BERK Tools* means all tools developed and/or utilized by BERK in performing the Services, including without limitation pre-existing and newly developed software including source code, excel files, word documents, cartography, InDesign schematics, database designs, models in any medium, and

application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, models, concepts, ideas, navigational and functional elements (collectively, “*Works*”).

**1.7.** *Final Work* means all content developed or created by BERK, or commissioned by BERK, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all *Works*, modifications to *CLIENT Content*, and BERK’s selection, arrangement and coordination of such elements together with *CLIENT Content* and/or Third Party Materials.

**1.8.** *Final Deliverables* means the final versions of Deliverables provided by BERK and accepted by CLIENT.

**1.9.** *Preliminary Works* means all works including, but not limited to, *Works* developed by BERK and which may or may not be shown and or delivered to CLIENT for consideration but do not form part of the *Final Work*.

**1.10.** *Project* means the scope and purpose of the CLIENT’s identified usage of the services as described in the SOW.

**1.11.** *Services* means all services to be provided to CLIENT by BERK as described and otherwise further defined in the SOW.

**1.12.** *SOW* means the Scope of Work attached as the Council Strategic Planning Retreat” dated April 28<sup>th</sup> 2023, as amended or modified in accordance with this Agreement.

**1.13.** *Third Party Materials* means proprietary third party materials which are



incorporated into the Final Deliverables, including without limitation stock photography, illustrations, data, fonts or models.

**1.14. Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables.

**2. APPLICATION OF TERMS.** Unless otherwise agreed in writing, these Terms and Conditions will apply to all work performed for CLIENT by BERK, whether pursuant to the SOW or not.

**3. FEES, EXPENSES, COSTS; INVOICES.**

**3.1. Fees.** In consideration of the Services to be performed by BERK, CLIENT shall pay to BERK the BERK Fees in the amounts and according to the payment schedule set forth in the SOW.

**3.2. Additional Expenses and Costs.** Unless otherwise specified in the SOW, the Project pricing includes the BERK Fees and any and all additional costs and expenses incurred by BERK in connection with this Agreement, including, without limitation (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, Third Party Materials, printing or typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus, if applicable, a mileage reimbursement at the current federal reimbursable rate; and (b) travel expenses including transportation, meals, and lodging; provided however, that if any such costs and expenses substantially exceed BERK's reasonable estimates as part of the BERK Fees in BERK's sole discretion, CLIENT shall be responsible for all such costs and expenses, including fees for all services provided to the CLIENT by BERK that are outside the scope of the services as set forth in the SOW (collectively, the "Excess Costs"). Such Excess Costs, if any, will be billed to CLIENT separately and CLIENT shall pay BERK for any such Excess Costs in accordance with Section 3.3 below.

**3.3. Invoices.** All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5% (or the greatest amount

allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Total fees and costs shall not exceed \$11,545. CLIENT shall be responsible for all collection or legal fees necessitated by lateness or default in payment. BERK reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding BERK Fees, Excess Costs (if any), and the costs of Changes (if any).

**4. CHANGES.**

**4.1. General Changes.** Unless otherwise provided in the SOW, and except as otherwise provided for herein, CLIENT shall pay additional charges for changes ("Changes") requested by CLIENT which are outside the scope of the Services on a time and materials basis, as set forth in an Amendment in substantially the form attached to the Agreement as Exhibit C (an "Amendment"). Such charges shall be in addition to the BERK Fees, despite any maximum budget, contract price or final price identified therein. BERK may extend or modify any delivery schedule or deadlines in the SOW and Deliverables as may be required by such Changes.

**4.2. Substantive Changes.** If CLIENT requests or instructs Changes that amount to a revision in or near excess of 15% of the time required to produce the Deliverables, and/or the value or scope of the Services, BERK shall be entitled to submit an Amendment in the form attached to the Agreement as Exhibit C to CLIENT for written approval. Work shall not begin on the revised services until a fully signed Amendment and, if required, any additional retainer fees are received by BERK.

**4.3. Timing.** BERK will prioritize performance of the Services as may be necessary or as identified in the SOW, and will undertake commercially reasonable efforts to



perform the Services within the time(s) identified in the SOW. CLIENT agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the CLIENT's concerns, objections or corrections to BERK. BERK shall be entitled to request written clarification of any concern, objection or correction. CLIENT acknowledges and agrees that BERK's ability to meet any and all schedules is entirely dependent upon CLIENT's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the SOW and that any delays in CLIENT's performance or Changes in the Services or Deliverables requested by CLIENT may delay delivery of the Deliverables. Any such delay caused by CLIENT shall not constitute a breach of any term, condition or BERK's obligations under this Agreement.

**4.4. Quality Assurance and Acceptance.** BERK will exercise commercially reasonable efforts to ensure the quality of the Deliverables requiring such quality assurance to the best of BERK's ability and knowledge, in BERK's sole discretion, and to make all necessary corrections prior to providing Deliverables to CLIENT. CLIENT, within five (5) business days of receipt of each Deliverable, shall notify BERK, in writing, of any failure of such Deliverable to comply with the specifications set forth in the SOW, or of any other objections, corrections, changes or amendments CLIENT wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and BERK will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from CLIENT, the Deliverable shall be deemed accepted.

## **5. INTELLECTUAL PROPERTY.**

**5.1. Rights to Deliverables other than Final Work.**

- a. **CLIENT Content.** CLIENT Content, including all pre-existing Trademarks, shall remain the sole property of CLIENT or its respective suppliers, and CLIENT or its suppliers shall be the sole owner of all rights in connection therewith. CLIENT hereby grants to BERK a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the CLIENT Content solely in connection with BERK's performance of the Services, preparation of the Deliverables and limited promotional uses of the Deliverables as authorized in this Agreement.
- b. **Third Party Materials.** All Third Party Materials are the exclusive property of their respective owners. BERK shall inform CLIENT of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Work. Under such circumstances BERK shall inform CLIENT of any need to license, at CLIENT's expense, and unless otherwise provided for by CLIENT, CLIENT shall obtain the license(s) necessary to permit CLIENT's use of the Third Party Materials consistent with the usage rights granted herein. In the event CLIENT fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, CLIENT hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of CLIENT's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Work.
- c. **Preliminary Works.** BERK retains all rights in and to all Preliminary Works. CLIENT shall return all Preliminary Works to BERK within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of BERK.



- d. **Original Works.** BERK retains all right and title in and to any original Works comprising Final Work, including all rights to display, license or sell such Works. CLIENT shall return all original works to BERK within thirty (30) days of completion of the Services.
- e. **Trademarks.** Upon completion of the Services, subject to Sections 5.1(c), 5.1(d) and 5.2, and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, BERK assigns to CLIENT all ownership rights, including any copyrights, in and to any artworks or designs comprising the Works created by BERK for use by CLIENT as a Trademark. BERK shall cooperate with CLIENT and shall execute any additional documents reasonably requested by CLIENT to evidence such assignment. CLIENT shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. CLIENT hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of CLIENT's use and/or failure to obtain rights to use or use of the Trademark.
- f. **BERK Tools.** All BERK Tools are and shall remain the exclusive property of BERK. CLIENT may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any BERK Tools comprising any software, works of authorship, models or technology of BERK.

**5.2. Rights to Final Work.** Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, BERK hereby assigns to CLIENT all right, title

and interest, including without limitation copyright and other intellectual property rights, in and to the Final Work. For the avoidance of doubt, CLIENT has no rights, or interest in or to the Final Work unless and until BERK receives full payment of all fees, costs and expenses due. BERK agrees to reasonably cooperate with CLIENT and shall execute any additional documents reasonably necessary to evidence such assignment.

- 6. CLIENT RESPONSIBILITIES.** CLIENT acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than BERK; (b) provision of CLIENT Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the SOW; and (c) final proofreading and in the event that CLIENT has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CLIENT shall incur the cost of correcting such errors.
- 7. ACCREDITATION/PROMOTIONS.** All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in BERK's name in the form, size and location as incorporated by BERK in the Deliverables, or as otherwise directed by BERK. BERK retains the right to reproduce, publish and display the Deliverables in BERK's portfolios and websites, and in periodicals and other media or exhibits for the purposes of marketing, recognition of professional excellence or advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.
- 8. CONFIDENTIAL INFORMATION.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or

proprietary technical and business information and materials of the other party, including without limitation CLIENT Content, Works, BERK Tools, Third Party Materials and Preliminary Works ("Confidential Information"). The Town of La Conner is obligated to comply with the Public Records Act, Chapter 42.56 RCW, and this agreement shall not be construed to require the Town to violate that statute.

9. Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the SOW and this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

## **10. RELATIONSHIP OF THE PARTIES.**

**10.1. Independent Contractor.** BERK is an independent contractor, not an employee of CLIENT or any company affiliated with CLIENT. BERK shall provide the Services under the general direction of CLIENT, but BERK shall determine, in BERK's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. BERK and the work product or Deliverables prepared by BERK shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to CLIENT are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

**10.2. No Exclusivity.** The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. CLIENT is free to engage others to

perform services of the same or similar nature to those provided by BERK, and BERK shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by BERK.

**10.3. BERK Agents.** BERK shall be permitted to engage and/or use third party service providers as independent contractors in connection with the Services ("Work Agents"). Notwithstanding the foregoing, BERK shall remain fully responsible for such Work Agents' compliance with the various terms and conditions of this Agreement vis a vis CLIENT, even though BERK's liability vis a vis any Work Agent may be limited by an agreement between BERK and such Work Agent.

**10.4. No Solicitation.** During the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, CLIENT agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any BERK, employee or Work Agent of BERK, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, CLIENT agrees that BERK shall be entitled to an agency commission to be the greater of, either (a) 25% of said person's starting salary with CLIENT, or (b) 25% of fees paid to said person in the first twelve (12) month period if engaged by CLIENT as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for CLIENT. BERK, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

## **11. WARRANTIES AND REPRESENTATIONS.**

**11.1. By CLIENT.** CLIENT represents, warrants and covenants to BERK that (a) CLIENT owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the CLIENT Content, (b) to the best of CLIENT's



knowledge, the CLIENT Content does not infringe the rights of any third party, and use of the CLIENT Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) CLIENT shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) CLIENT shall comply with all laws and regulations as they relate to the Services and Deliverables.

**11.2. By BERK.** (a) BERK hereby represents, warrants and covenants to CLIENT that BERK will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services, (b) BERK further represents, warrants and covenants to CLIENT that (i) except for Third Party Materials and CLIENT Content, the Final Deliverables shall be the original work of BERK and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by BERK, BERK shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for BERK to grant the intellectual property rights provided in this Agreement, and (c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, BERK MAKES NO WARRANTIES WHATSOEVER. BERK EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

## **12. INDEMNIFICATION/LIABILITY.**

**12.1. By CLIENT.** CLIENT agrees to indemnify, save and hold harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of CLIENT's responsibilities or obligations, representations or warranties under this

Agreement. Under such circumstances BERK shall promptly notify CLIENT in writing of any claim or suit; (a) CLIENT has sole control of the defense and all related settlement negotiations; and (b) BERK provides CLIENT with commercially reasonable assistance, information and authority necessary to perform CLIENT's obligations under this section. CLIENT will reimburse the reasonable out-of-pocket expenses incurred by BERK in providing such assistance.

**12.2. By BERK.** Subject to the terms, conditions, express representations and warranties provided in this Agreement, BERK agrees to indemnify, save and hold harmless CLIENT from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with BERK's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of CLIENT provided that (a) CLIENT promptly notifies BERK in writing of the claim; (b) BERK shall have sole control of the defense and all related settlement negotiations; and (c) CLIENT shall provide BERK with the assistance, information and authority necessary to perform BERK's obligations under this section. Notwithstanding the foregoing, BERK shall have no obligation to defend or otherwise indemnify CLIENT for any claim or adverse finding of fact arising out of or due to CLIENT Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by BERK.

**12.3. Limitation of Liability.** THE SERVICES AND THE WORK PRODUCT OF BERK ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF BERK, ITS DIRECTORS, OFFICERS, EMPLOYEES, WORK AGENTS AND AFFILIATES ("BERK PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FULL AMOUNT OF THE BERK FEES. IN NO EVENT SHALL BERK BE LIABLE FOR ANY LOST DATA OR

CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY BERK, EVEN IF BERK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **13. TERM AND TERMINATION.**

**13.1.** This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

**13.2.** This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

**13.3.** In the event of termination, BERK shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the BERK Fees due, or (c) hourly fees, if any are specified on the SOW, for work performed by BERK or BERK's agents as of the date of termination, whichever is greater; and CLIENT shall pay all Berk Fees and Excess Costs (if any), and the costs of Changes (if any) incurred through and up to, the date of cancellation.

**13.4.** In the event of termination by CLIENT and upon full payment of compensation as provided herein, BERK grants to CLIENT such right and title with respect to those Deliverables provided to, and accepted by CLIENT as of the date of termination, *provided, however, that such Deliverables are indicated to CLIENT by BERK in writing.*

**13.5.** Upon expiration or termination of

this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

### **14. GENERAL.**

**14.1. Modification/Waiver.** This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that BERK's invoices may include, and CLIENT shall pay, expenses or costs that CLIENT authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

**14.2. Notices.** All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the Agreement Summary, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

**14.3. No Assignment.** Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

**14.4. Force Majeure.** BERK shall not be deemed in breach of this Agreement if BERK is unable to complete the Services or any portion thereof by reason of fire, earthquake, terrorism, labor dispute, act of God or public enemy, death, illness or incapacity of BERK or any local, state, federal, national or international law, governmental order or regulation or any other event beyond BERK's control (collectively, "Force



*Majeure Event*"). Upon occurrence of any Force Majeure Event, BERK shall give notice to CLIENT of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

**14.5. Governing Law and Dispute Resolution.** The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Washington without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in King County, State of Washington. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. CLIENT acknowledges that BERK will have no adequate remedy at law in the event CLIENT uses the Deliverables in any way not permitted hereunder, and hereby agrees that BERK shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

**14.6. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall

be replaced by a valid or enforceable provision.

**14.7. Headings.** The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

**14.8. Integration.** This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Agreement Summary or the SOW and these Standard Terms and Conditions, the terms of the Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 13.8. This Agreement comprises the Agreement Summary, the Standard Terms and Conditions, the SOW, and all attachments and exhibits thereto.

Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 6.12.



# EXHIBIT C

## FORM OF AMENDMENT

**PROJECT: Name/Number**

**Amendment Number:**

**Amendment Effective Date:**

This Amendment (this "Amendment") is incorporated by reference into and made a part of the Consulting Services Agreement dated as of \_\_\_\_\_ by and between \_\_\_\_\_ ("CLIENT") and BERK Consulting, Inc. ("BERK") including the attachments, schedules and exhibits attached thereto (the "Agreement"). Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

The parties to the Agreement agree to make the following additions or modifications to the SOW as follows:

[Describe changes]

Except as modified by this and any previously issued Amendment, all other terms and conditions of the Agreement remain in full force and effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Amendment.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Amendment effective as of the Amendment Effective Date listed above, and each signatory represents that it has the full authority to accept this Amendment, and to bind her/his respective party to all of the terms and conditions herein.

### TOWN OF LA CONNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### BERK CONSULTING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Pioneer Park Tree Removal**



**Urban Forestry Services**

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

## Arborist Report

Title: **Pioneer Park Tree Risk Assessment**

Prepared for: **Town of La Conner**  
Attn: Brian Lease  
Public Works  
604 N Third Street  
La Conner, WA 98257

Project site: Pioneer Park – North and South  
La Conner, WA

Prepared by: Urban Forestry Services | Bartlett Consulting  
Miles Becker, Consultant  
ISA Certified Arborist® #PN-7808A  
ISA Tree Risk Assessment Qualified

Reviewed by: Josh Hollinger, Field Consultant

Date: **May 2, 2023**

Contents:

**Summary**  
**Introduction**  
**Methods and Limits of the Assignment**  
**Observations**  
**Discussion**  
**Recommendations**  
**Photos**  
**Attachments:**  
***Tree Assessment Table***  
***Tree Assessment Site Plan***

## Summary

Forty-three (43) trees within striking distance of a high value structure or high use area in Pioneer Park had a structural defect or were in decline. Defects included trunk cavities and decay, significant leans, fungal conks, and codominant stems. Several trees, mainly western red cedar, were severely stressed with crown dieback and in decline. Seventeen (17) trees had a high risk rating and were a priority for management. Twenty (20) trees had a moderate risk rating and were a secondary management priority. Twenty-seven (27) trees were recommended for removal and 11 trees recommended be converted to a wildlife snag. Overall, the forest stand was healthy and the majority of trees can be retained for their continued benefits to the park and its visitors.

**Map 1.** The approximate boundary of Pioneer Park where trees were assessed is outlined in yellow. Aerial imagery from Google Earth August 2022.



## Introduction

Pioneer Park is a public open space at the south end of La Conner, Washington. Dedicated as a natural area to be used as a park in perpetuity, the area has several facilities that are especially popular in summer. Most of the park is also under tree canopy cover (Map 1). While the trees provide many benefits to park visitors, they also have some risk from the potential to fail and strike a structure, vehicle, or person.

Large trees in the park have failed in the past, including across streets along the park perimeter and more recently, onto the historic pavilion on the south side of the park. The last comprehensive tree risk assessment for Pioneer Park was completed in 1991 by Jim Barborinas of Urban Forestry Services. Since then, the trees have grown larger, some may have developed structural defects, and others may have declined or died.

The City Public Works Director, Brian Lease, contacted our office in March of 2023 to request a risk assessment of trees within striking range of high use areas or high value targets in the park. He stated a concern about whole tree failure and asked for an assessment of individual trees with the potential to fail and cause significant damage or injury.

## Methods

I met Mr. Lease at Pioneer Park on March 28, 2023 to walk through the high use areas that were a priority for risk assessment. The focus was on the south or west side of Pioneer Parkway that included parking and picnic areas, an outdoor amphitheater, gazebo, public restrooms, and the historic pavilion. Mr. Lease stated that occupancy of these areas in summer was frequent. On the north or east side of Pioneer Parkway, the targets considered at risk of being struck by failed trees were the parking area, walking trails, and the perimeter streets. Occupancy on the north side of the park is usually occasional to rare.

The trees surrounding the target areas were assessed on March 28 and 29, 2023 by myself and Josh Hollinger, Field Consulting Arborist. We identified any trees with obvious defects in an ISA Level 1 Limited Visual Assessment. Trees of concern observed in the Level 1 assessment were followed up with a Level 2 Basic Risk Assessment. The Level 2 assessment involves looking at the trees for structural defects, signs and symptoms of disease or insect activity, and any other indicators related to the likelihood of failure. All sides of the tree are observed from the ground. The site is also assessed for wind exposure, location and type of targets that would be struck by a failed tree or tree part, and the potential consequences of failure. The assigned risk rating is a function of the likelihood of failure, likelihood of striking a target, and the sustained damage or injury from a tree strike. Only whole tree or large tree part, such as a codominant stem, failure was considered in the risk assessment.

Forty-three (43) trees in the Level 2 assessment had notable structural or health issues. We marked the 43 trees with aluminum tags numbered #501 to 537 on the south side of the park and #551 to 557 on the north side. Data on each tree in the Level 2 assessment are in the attached *Tree Assessment Table*. Their approximate locations are shown in the attached *Tree Assessment Site Plan*.

The time frame for this ISA Level 2 Basic Tree Risk Assessment is five years from the date of the site visit.

## Limits of the Assignment

The risk assessment was performed from the ground. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports nor surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems of deficiencies of the plans or property in question may not arise in the future.

## Observations

The park is on a hill exposed to high winds from all directions. Much of the soil is shallow and rocky (Photo 1). Tree failure at the site could occur even for healthy trees with no visible structural defects. The dominant species in the upper canopy was Douglas fir (*Pseudotsuga menziesii*) with fewer grand fir (*Abies grandis*), Pacific madrone (*Arbutus menziesii*), and western red cedar (*Thuja plicata*). The tallest trees were an estimated 80 to 110 feet tall with an average 10- to 15-foot spacing. Upperstory tree trunk diameters ranged from 12 to 30 inches. There was effectively no mid-story (Photo 2). Understory species included young Pacific madrone, vine maple (*Acer circinatum*), Oregon grape (*Mahonia aquifolium*), snowberry (*Symporicarpos*), and oceanspray (*Holodiscus discolor*).

In general, the forest stand looked healthy. The more mature trees had normal vigor for coastal native species (Photo 3). Many had a history of branch and top failure. Spacing between trees was relatively close and most had a live crown to tree height ratio (LCR) of 30 to 50 percent with moderate trunk taper. Some smaller trees were naturally suppressed from competition.

One pattern of note was consistent crown thinning in the western red cedar. Thinning crowns and top dieback are symptoms of drought stress, which is becoming more common in northwest Washington. Once dead or mostly dead, the trees will have an increased likelihood of failure.

Of the 43 trees in the Level 2 assessment, 20 were Douglas fir and 14 were western red cedar. The three other species consisted of bigleaf maple (*Acer macrophyllum*), grand fir, and one western hemlock (*Tsuga heterophylla*). Their trunk diameters ranged from 6.4 to 39.9 inches with an average of 22.8 inches.

Structural issues included basal decay, cavities, significant leans, fungal conks on the trunk, and hollow sounding trunks. Dead and irreversibly declining trees were also included because of their increased likelihood of failure. Fungi we observed on trees included *Kretzschmaria deusta*, *Phellinus pinii*, *Ganoderma* species, and *Cryptoporus* species.

Tree #519, a grand fir with a 38.3-inch trunk diameter had some crown dieback but it looked viable (Photo 4). The tree had a moderate to high preservation value. When sounded with a mallet, a section of the trunk on the south side of the tree sounded hollow. Other sides of the

trunk sounded solid. The extent of any internal decay was not clear from the Level 2 assessment.

Tree #520, a Douglas fir with a 26.5-inch trunk diameter, had two large branches in the upper crown that were dying back. They overhung a potentially busy area and could fail. The rest of the tree was healthy and would have a low risk without the two large branches.

Tree #525, a western red cedar with a 25.2-inch trunk diameter, had a weakly attached codominant trunk that could fail. The rest of the tree was stable.

Six (6) trees had a low risk rating, 20 had a moderate rating, and 17 had a high risk rating.

## Discussion

Trees with a higher risk rating in the park had some indication of structural defects. Obvious defects, such as trunk cavities and basal decay, are good indicators of potential tree failure. Trees with less obvious defects, such as hollow sounding trunks but healthy looking crowns, are more difficult to predict the timing and likelihood of failure. Due to the severe consequences of failure in the busy park with historic structures, we recommend a conservative approach to managing risk by removing trees with any symptom of internal decay. This is supported in part by the failure of large trees in the assessment area that had advanced basal decay when they failed, but the tree may have had no visible external indicators of decay.

The benefits of the trees to the park should also be recognized. Individual trees with a high preservation value, such as #519, should be further investigated with advanced methods to determine whether the tree has significant defects that justify its removal. Trees that could fail may still contribute to the ecological function of the forest stand by converting them to wildlife snags instead of removing the entire tree to the ground. Snags are a scarce resource in urban forests that can provide essential nesting and foraging habitat for birds and other wildlife. Where possible, we recommend creating snags instead of complete removal.

## Recommendations

### Risk Mitigation

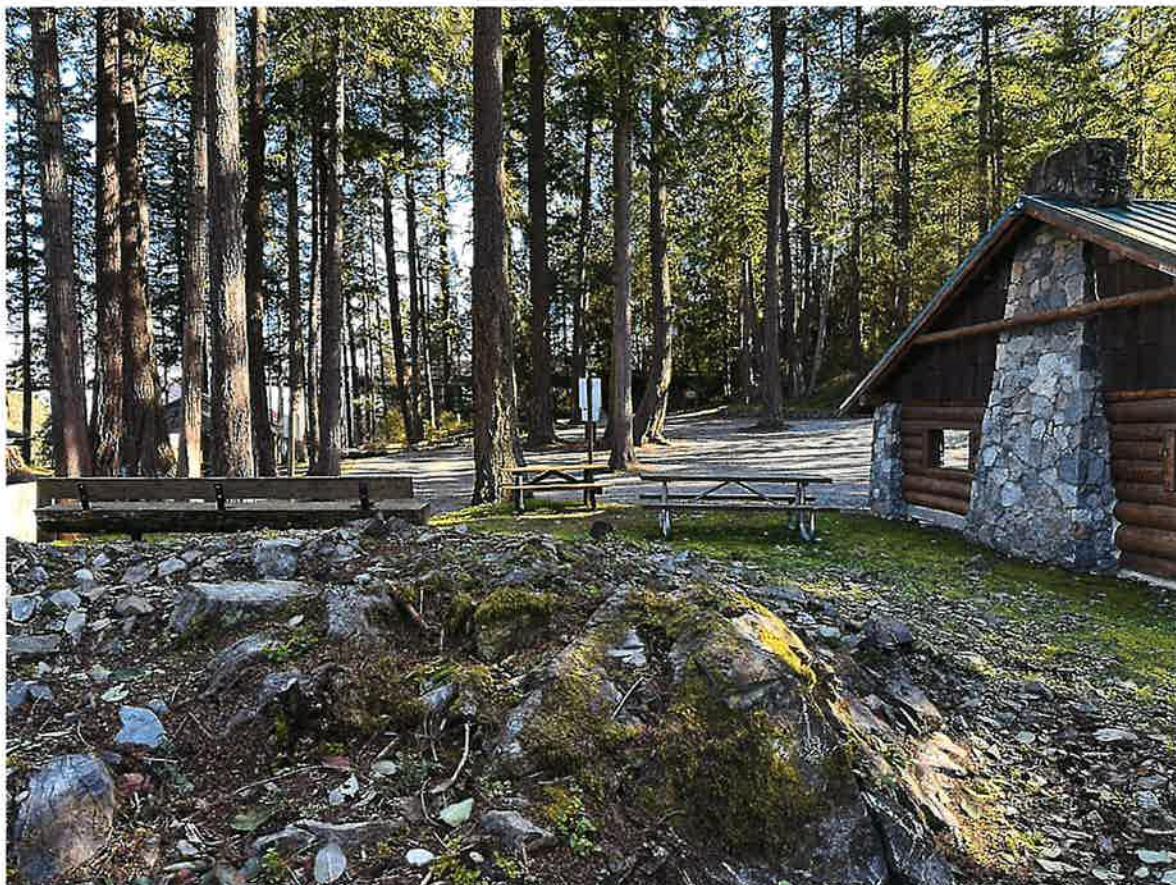
- Remove 27 trees: #501 to 513, 517, 521 to 524, 527 to 530, 534, 536, 552, 553, and 556.
- Convert 11 trees to snags: #514 to 516, 531, 532, 535, 537, 551, 554, 555, and 557.
- Monitor two trees, #518 and 526, for further symptoms of decline. If more than 50 percent of the crown dies when they are re-assessed in 5 years, consider removing the tree or converting it to a snag.
- Test tree #519 for internal decay with either resistance drilling or sonic tomography in a Level 3 Advanced Assessment.
- Prune tree #520 to reduce endweight in the crown and to remove the two large branches likely to fail.
- Remove the codominant trunk on tree #525 and retain the rest of the tree.
- Avoid damaging retained trees during tree removals.
- Leave a 2- to 3-foot tall stump of removed trees if within 10 feet of a retained tree.
- Snags should be 15 to 20 feet tall.

Please let me know if you have any questions on our field observations or the recommendations provided in this document. I can be reached at:

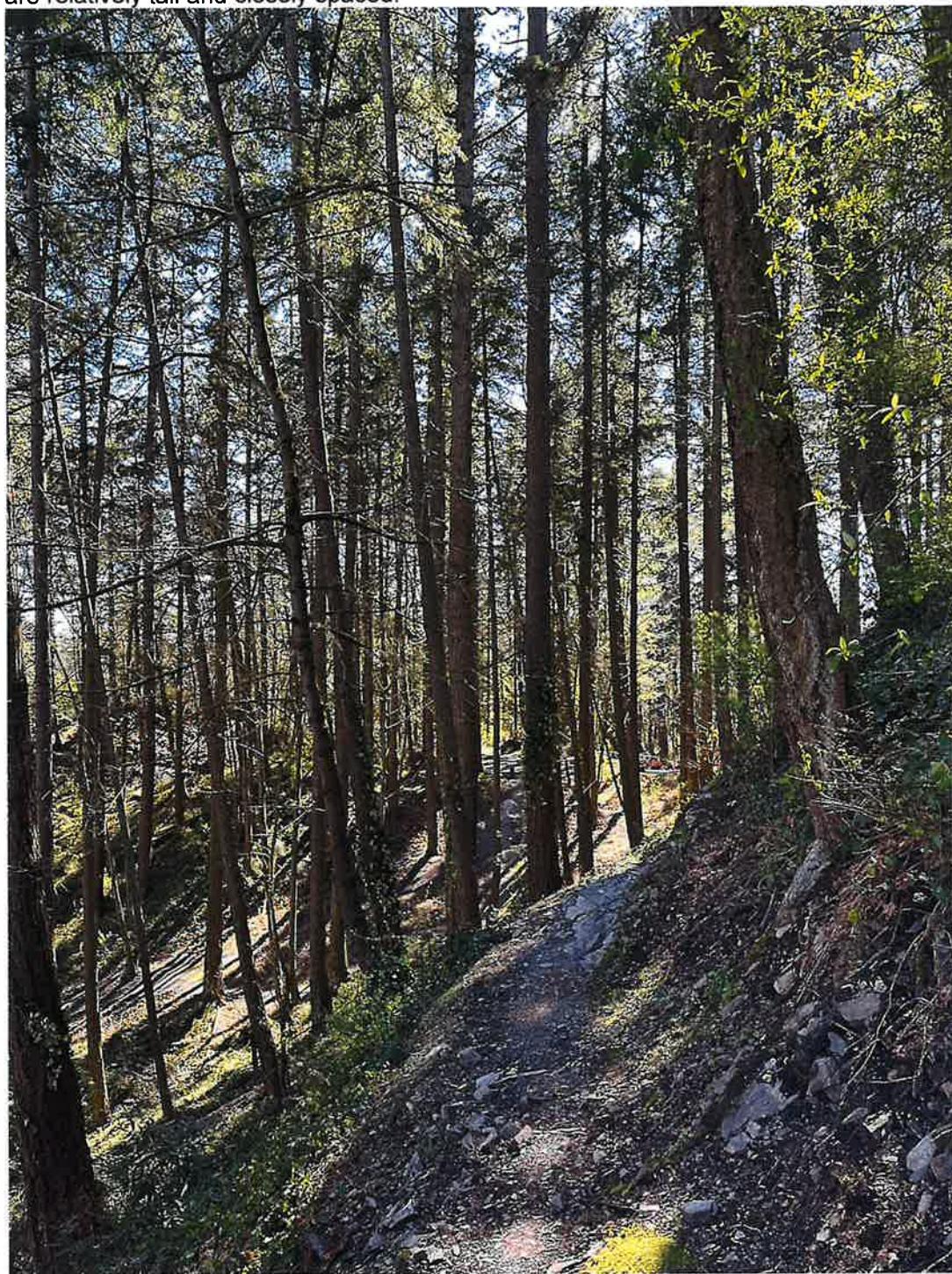
Phone: 360-503-9654  
Email: [mbecker@bartlett.com](mailto:mbecker@bartlett.com)

## PHOTOS

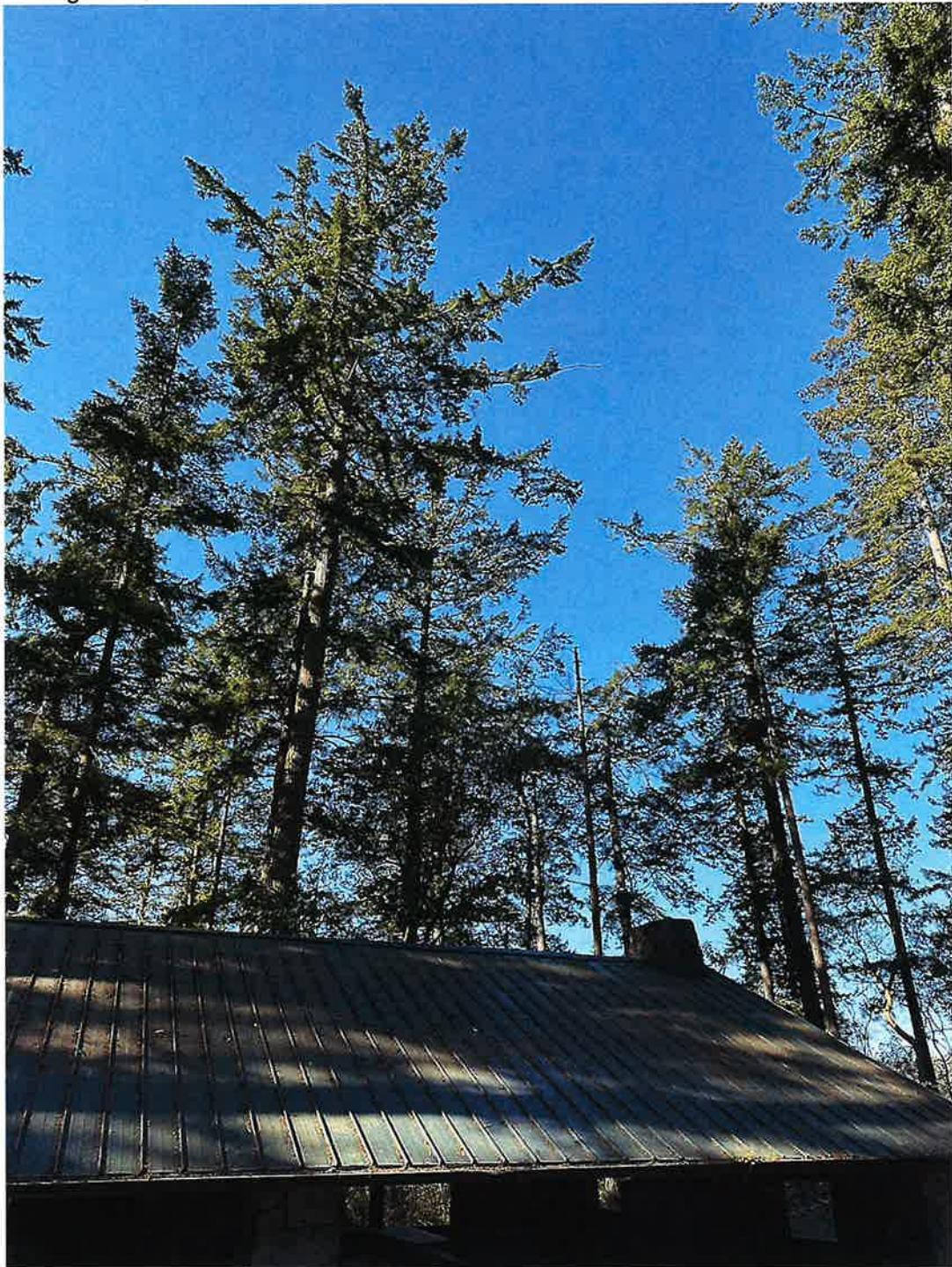
**Photo 1.** The historic pavilion, picnic benches, outdoor amphitheater, and other facilities are under tree canopy cover. The soils on the hill are shallow and rocky. The viewer is looking north.



**Photo 2.** Many of the trees in the park, including these near the walking path on the north side, are relatively tall and closely spaced.



**Photo 3.** Most of the trees in the upper canopy had normal vigor, like these Douglas fir behind the pavilion. There were a few dead trees that were recommended for removal. The viewer is looking south.



**Photo 4.** The crown of tree #519, a grand fir, has some dieback but it is viable. There may significant decay in the lower trunk that would need to be confirmed with an advanced risk assessment.



Pioneer Park Tree Risk Assessment  
La Conner, WA



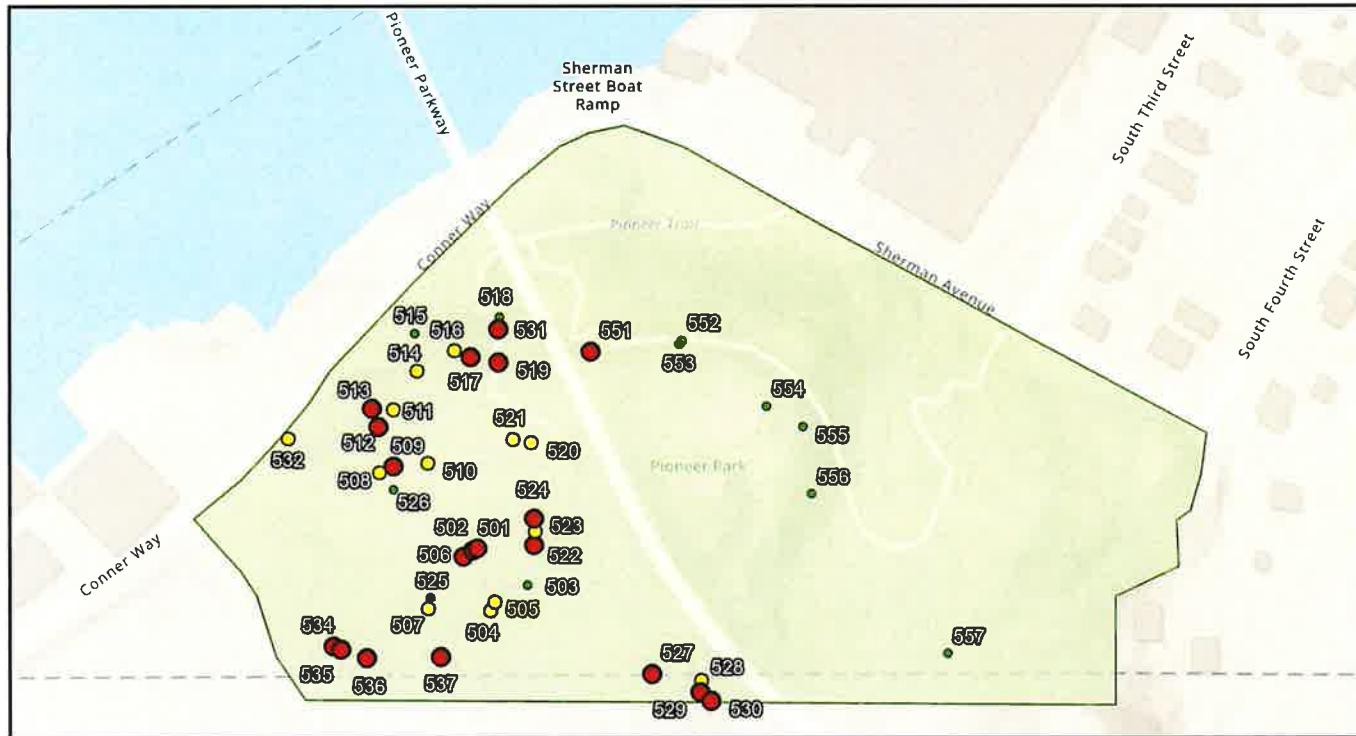
TREE RISK ASSESSMENT TABLE

Prepared for: Public Works, Town of La Conner  
Prepared by: M. Becker

April 28, 2023

Tree #	Species	Botanical Name	DBH (in)	Issues	Risk Rating	Recommendation	Priority
501	Grand fir	<i>Abies grandis</i>	27.7	Hollow trunk	High	Remove	1
502	Grand fir	<i>Abies grandis</i>	30.8	Conks, hollow	High	Remove	1
503	Douglas fir	<i>Pseudotsuga menziesii</i>	31.2	Hollow trunk	Moderate	Remove	3
504	Western red cedar	<i>Thuja plicata</i>	31.7	Declining, dead top	Moderate	Remove	2
505	Douglas fir	<i>Pseudotsuga menziesii</i>	29.5	Declining, hollow trunk	Moderate	Remove	2
506	Western red cedar	<i>Thuja plicata</i>	19.0	Declining, exposed roots	High	Remove	1
507	Western red cedar	<i>Thuja plicata</i>	34.2	Declining	Moderate	Remove	2
508	Western red cedar	<i>Thuja plicata</i>	21.2	Declining, dead top	Moderate	Remove	2
509	Douglas fir	<i>Pseudotsuga menziesii</i>	32.2	Hollow trunk	High	Remove	1
510	Western red cedar	<i>Thuja plicata</i>	26.9	Hollow trunk	Moderate	Remove	2
511	Douglas fir	<i>Pseudotsuga menziesii</i>	38.1	Leaning, conks	Moderate	Remove	2
512	Douglas fir	<i>Pseudotsuga menziesii</i>	6.8	Dead	High	Remove	1
513	Douglas fir	<i>Pseudotsuga menziesii</i>	6.4	Dead	High	Remove	1
514	Douglas fir	<i>Pseudotsuga menziesii</i>	39.9	Declining, exposed	Moderate	Snag	2
515	Douglas fir	<i>Pseudotsuga menziesii</i>	17.4	Steep slope, exposed	Moderate	Snag	3
516	Douglas fir	<i>Pseudotsuga menziesii</i>	13.1	Declining	Moderate	Snag	2
517	Douglas fir	<i>Pseudotsuga menziesii</i>	25.8	Dead	High	Remove	1
518	Douglas fir	<i>Pseudotsuga menziesii</i>	38.4	Declining, exposed	Moderate	Monitoring	3
519	Grand fir	<i>Abies grandis</i>	38.3	Hollow trunk	High	Level 3	1
520	Douglas fir	<i>Pseudotsuga menziesii</i>	26.5	Leaning, large branch failure	Moderate	Crown reduction	2
521	Douglas fir	<i>Pseudotsuga menziesii</i>	11.5	Leaning, basal wound	Moderate	Remove	2
522	Western red cedar	<i>Thuja plicata</i>	16.5	Declining, basal decay	High	Remove	1
523	Western red cedar	<i>Thuja plicata</i>	18.5	Declining	Moderate	Remove	2

Tree #	Species	Botanical Name	DBH (in)	Issues	Risk Rating	Recommendation	Priority
524	Western red cedar	<i>Thuja plicata</i>	20.0	Declining, hollow trunk	High	Remove	1
525	Western red cedar	<i>Thuja plicata</i>	25.2	Weak codominant stem	Moderate	Prune codominant	3
526	Douglas fir	<i>Pseudotsuga menziesii</i>	23.6	Declining	Low	Monitoring	3
527	Douglas fir	<i>Pseudotsuga menziesii</i>	32.1	Dead	High	Remove	1
528	Douglas fir	<i>Pseudotsuga menziesii</i>	21.9	Hollow trunk	High	Remove	1
529	Douglas fir	<i>Pseudotsuga menziesii</i>	14.7	Declining	Moderate	Remove	2
530	Western red cedar	<i>Thuja plicata</i>	14.9	Trunk wound, hollow	High	Remove	1
531	Grand fir	<i>Abies grandis</i>	24.0	Dead	High	Snag	1
532	Western red cedar	<i>Thuja plicata</i>	14.0	Declining, dead top	Moderate	Snag	2
534	Western red cedar	<i>Thuja plicata</i>	13.3	Declining, basal decay	Moderate	Remove	1
535	Western red cedar	<i>Thuja plicata</i>	21.7	Dead	High	Snag	1
536	Western red cedar	<i>Thuja plicata</i>	22.2	Declining, decay	High	Remove	1
537	bigleaf maple	<i>Acer macrophyllum</i>	14.5	Cavity, insects	High	Snag	1
551	Grand fir	<i>Abies grandis</i>	19.2	Dead, conks	Moderate	Snag	1
552	Western hemlock	<i>Tsuga heterophylla</i>	10.5	Dead	Low	Remove	3
553	Douglas fir	<i>Pseudotsuga menziesii</i>	18.2	Dead, conks	Moderate	Remove	3
554	Douglas fir	<i>Pseudotsuga menziesii</i>	13.9	Dead, conks	Low	Snag	3
555	Douglas fir	<i>Pseudotsuga menziesii</i>	23.9	Dead	Low	Snag	3
556	bigleaf maple	<i>Acer macrophyllum</i>	30.8	Cavity, decay	Low	Remove	3
557	Grand fir	<i>Abies grandis</i>	20.6	Dead, conks	Low	Snag	3



Tree #	Species	DBH (in)
501	Grand fir	27.7
502	Grand fir	30.8
503	Douglas fir	31.2
504	Western red cedar	31.7
505	Douglas fir	29.5
506	Western red cedar	19
507	Western red cedar	34.2
508	Western red cedar	21.2
509	Douglas fir	32.2
510	Western red cedar	26.9
511	Douglas fir	38.1
512	Douglas fir	6.8
513	Douglas fir	6.4
514	Douglas fir	39.9
515	Douglas fir	17.4
516	Douglas fir	13.1
517	Douglas fir	25.8
518	Douglas fir	38.4
519	Grand fir	38.3
520	Douglas fir	26.5
521	Douglas fir	11.5
522	Western red cedar	16.5
523	Western red cedar	18.5
524	Western red cedar	20
525	Western red cedar	25.2
526	Douglas fir	23.6
527	Douglas fir	32.1
528	Douglas fir	21.9
529	Douglas fir	14.7
530	Western red cedar	14.9
531	Grand fir	24
532	Western red cedar	14
534	Western red cedar	13.3
535	Western red cedar	21.7
536	Western red cedar	22.2
537	bigleaf maple	14.5
551	Grand fir	19.2
552	Western hemlock	10.5
553	Douglas fir	18.2
554	Douglas fir	13.9
555	Douglas fir	23.9
556	bigleaf maple	30.8
557	Grand fir	20.6

**Tree Assessment Site Plan**  
**Pioneer Park**  
 Town of La Conner, WA

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