



TOWN COUNCIL AGENDA

April 23, 2024 6PM
Upper Maple Center
204 Commercial Street

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: Council Meeting of April 9, 2024
Finance:
Approval of Accounts Payable
Approval of Payroll

VI. REPORTS

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

VII. UNFINISHED BUSINESS:

1. Center Street Project – Discussion
2. Jensen Property – Discussion
3. Agreement – Wilson Engineering (WWTP Facility Plan)

VIII. NEW BUSINESS

2. Ordinance – 2024 Budget Amendment
3. Resolution – Policy 125 -Town Remote Working Policy
4. Resolution – Amend Policy 110 of the Personal Policy
5. Agreement – Cascade Chimney & Masonry (Repair Pioneer Park Stone Stove)

IX. MAYOR ROUNDTABLE

X. EXECUTIVE SESSION

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

Consent Agenda

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

Town of La Conner

Town Council Meeting
April 9, 2024 – 6:00 p.m.

The meeting of the La Conner Town Council was called to order at 6:00 p.m. by Mayor Hanneman.

Present: Councilmembers Taylor, Carlson, Dole and Chamberlain.

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

Councilmember Dole moved to excuse Councilmember Wohleb. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Public Comments:

Resident Linda Talman discussed her issues with the First Street Survey. She does not feel there is enough room for cars to extend the street to Caledonia and we should remain with the original plans of 1889, completing public access from the Port to the bridge. She also noted the survey omitted a public comment option regarding exiting First Street by Commercial to Third and past the parking lot.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the March 26, 2024 Council Meeting.

Accounts Payable:

Checks	26936 - 26977	\$145,677.10
Electronic Pmts.	2018213 – Invoice Cloud Fees	\$166.20
	2018214 – US Bank Fees	\$174.08
	<u>2018215 – Leasehold Tax</u>	<u>\$2,014.41</u>
	Total Accounts Payable	\$148,031.79

Payroll of April 5, 2024:

Checks 5878- 5885		\$2,503.77
AWC Benefit Trust	#2018208	\$11,710.94
Deferred Comp	#2018209	\$2,472.47
PERS Retirement	#2018210	\$11,419.70
Teamsters Benefit	#2018211	\$8,926.00
Auto Payroll Taxes	#2018212	\$10,795.72
<u>Payroll Auto Deposit</u>		<u>\$33,541.90</u>
	Total Payroll	\$81,370.50

Councilmember Chamberlain moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Dole. Motion carried 4/0.

Revenue & Expenditure Reports:

Mayor Hanneman stated the sales tax has continued on the downside. Hopefully it will improve in the upcoming months.

Department Head Reports:

Fire Department Report:

Discussions included a car camping in Pioneer Park after hours and youth attempting to access roofs. Sheriff was notified for both situations.

WWTP:

WWTP Operator Kelly Wynn introduced his son Kevin Wynn, who is now the owner of the wastewater division of the business. Kevin has been the supervisor of the Sedro Woolley treatment plant and worked at the La Conner plant in the past. Kelly Wynn will continue to be available during the transition process.

Mayor's Report:

Mayor Hanneman discussed meetings with representatives Dave Paul and Rick Larson for funding of the fire boat and plans to meet again in the next few months. The Tulip Parade was very well attended with WA Fed Bank handing out candy for the kids, horses, fire trucks and even Miss Washington. The Mayor also attended the Skagit County Commissioner's meeting who recognized volunteer month with a resolution. There will be the 2024 Skagit Lead & Serve Expo on April 12, 2024, and she encouraged everyone to support the La Conner School by attending the April 12, 2024 meeting on funding of youth programs.

Administrator's Report:

Administrator Thomas updated Council on the status of the DNR Lease for the Jordan Street end. We are on track with the submitted survey and we will be turning in the JARPA next. We should be hearing something from DNR by the end of the month.

Council Committee Reports:

WAB:

Councilmember Taylor attended on the WAB meeting and reported discussions were mainly centered on the repair of the Tribal sewer meter and how the estimated flows and costs will be calculated until it is repaired. Administrator Thomas shared we are in the process of obtaining Wilson Engineering for the Treatment plant upgrade plans and FCS Group for administrating the agreement with the Tribe

Councilmember Carlson shared the State funding likes to be the last money in when it comes to supporting a project like the fire boat, so our next move is to try to get some funding from the Port and figure out what we can contribute.

Emergency Management Commission:

Councilmember Dole shared the Commission is now working on identifying specific emergency events, ADA needs and pets and service animals to be included in the emergency plan. They are also looking at other agencies that can be of help. Sections 1-5 are complete and ready for final review. Administrator Thomas is working on Section 6 as it is more legal related, leaving Section 7 to complete.

Communication Committee:

Councilmember Chamberlain stated due to all the other meetings and working on grants, they have not had a Communications meeting. She also encouraged everyone to support the La Conner School by attending the monthly meetings.

There was discussion on the Solar Grants for the

La Conner School, which is an evacuation center and the Fire Department named as the incident command center. The Solarize Program encompasses Whatcom, Skagit and Island counties that offers reduced costs by obtaining the materials in bulk.

Center Street Project:

Planner Davolio shared on April 4, 2024 he issued a conditional use permit. There are 15 conditions attached that includes fire safety, updated height review and the submittal of revised plans with changes. It is on the website for public access.

Jensen Property:

April 18, 2024, at 4 p.m. there will be a public site visit

April 26, 2024 there will be a Community Mingle to discuss the options for the Jensen Property.

PUBLIC HEARING – Transportation Benefit District Funding:

6:32 p.m. Mayor Hanneman opened the public hearing.

Administrator Thomas explained this is for establishing the funding of the Transportation Benefit District by a tenth of a percent sales tax, to be used to fund projects in our TIP and maintenance activities. Because there are obligations to the Department of Revenue on how soon it could be imposed, this tax will not take effect until July 1, 2024, and will be in place for ten years, at which time it can be renewed.

No Public Comments

6:34 p.m. Mayor Hanneman closed the public hearing.

Ordinance 1245 – Transportation Benefit District Funding:

Councilmember Carlson moved to approve Ordinance 1245, Funding of the Transportation Benefit District. Motion seconded by Councilmember Taylor. Motion carried 4/0.

Agreement – Granich Engineered Products:

Treatment Plant Operator Kelly Wynn explained this is for the repair and or replacement of the pumps. He received three quotes and Granich was the one he chose. He is asking the Council to approve the Granich Engineered Products Agreement.

Councilmember Taylor moved to approve the Mayor to sign the agreement with Granich Engineered Products. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Agreement – David Evans & Associates (Engineering for Washington & Road Streets Pedestrian Improvements):

Public Works Director Lease requested Council to approve the Mayor to sign the agreement with David Evans & Associates for the engineering plans of the Washington and Road Streets Pedestrian Improvements.

Councilmember Dole moved to approve the Mayor to sign the agreement with David Evans and Associates for the engineering of the Washington and Road Streets Pedestrian Improvements. Motion seconded by Councilmember Carlson. Motion carried 4/0.

Mayor Roundtable:

- 1) Council Retreat planned for June. Councilmember Carlson requested it be scheduled on his days off, either Monday, Tuesday or Wednesday. Councilmember Taylor requested it for either Monday or Friday. Staff will check the facility calendar for availability on Monday, June 24th and Mayor Hanneman will contact a local restaurant for availability. The library was also suggested.
- 2) Mayor Hanneman requested pictures of the commissions for the website. Staff will work on it.
- 3) Interviews for the Office Assistant will be this week.
- 4) Council discussed the removal of abandoned real estate stands in front of the Post Office and by the car charging stations. Administrator Thomas explained we adopted an ordinance on the process of this issue.

There being no further business the meeting ended at 6:47 p.m.



TOWN OF LA CONNER

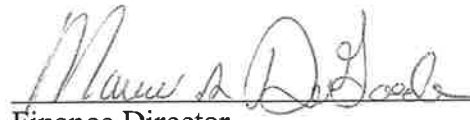
CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for the April 23, 2024 Claims have been received and that;

Checks Numbered: 26978 - 27013 \$203,485.38

Auto Payments: #2018217 – Excise Tax \$7,995.85

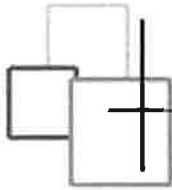
Are approved for a total payment of \$211,481.23 this 23rd day of April 2024.


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Ackermann Electric Co.	26978	2024 - April - 2nd Council Meeting			
		Invoice - 2349			
			Repair Clarifier		
			409-000-535-80-48-03	Pipe Repair & Maintenance	\$1,644.68
		Total Invoice - 2349			\$1,644.68
	Total 26978				\$1,644.68
Total Ackermann Electric Co.					\$1,644.68
Arne Svendsen Trucking, Inc.	26979	2024 - April - 2nd Council Meeting			
		Invoice - 61551			
			5/8" Crushed Rock		
			403-000-531-38-48-00	Repair & Maintenance	\$455.19
		Total Invoice - 61551			\$455.19
		Invoice - 61556			
			Utility Sand		
			403-000-531-38-48-00	Repair & Maintenance	\$370.60
		Total Invoice - 61556			\$370.60
	Total 26979				\$825.79
Total Arne Svendsen Trucking, Inc.					\$825.79
Cascade Natural Gas Corp	26980	2024 - April - 2nd Council Meeting			
		Invoice - CasNatGas4/2024			
			Utility - Gas		
			001-000-518-30-47-00	Public Utility Services	\$270.33
			204 Douglas-Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$176.00
			12142 Chilberg-Fire Hall		
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$136.82
			108 Commercial-MH/MC		
			003-000-575-50-47-02	Public Utility Services-GC	\$233.69
			622 S 2nd Street-GC		
			401-000-534-80-47-00	Public Utility Services	\$272.96
			604 N 3rd Street - PW		
			409-000-535-80-47-00	Public Utility Services	\$692.19
			12154 B Chilberg - Sewer		

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-47-00	Public Utility Services	\$232.81
			12154 Chilberg - WWTP		
		Total Invoice - CasNatGas4/2024			\$2,014.80
	Total 26980				\$2,014.80
Total Cascade Natural Gas Corp					\$2,014.80
City of Anacortes					
	26981			2024 - April - 2nd Council Meeting	
		Invoice - CityofAnacortesFeb2024			
		Feb 2024 Water Charges			
		401-000-534-80-33-00	Purchase of Wholesale Water		\$30,643.00
			Water sales		
		Total Invoice - CityofAnacortesFeb2024			\$30,643.00
		Invoice - CityofAnacortesMar2024			
		Mar 2024 Water Charges			
		401-000-534-80-33-00	Purchase of Wholesale Water		\$30,643.00
			Water sales		
		Total Invoice - CityofAnacortesMar2024			\$30,643.00
	Total 26981				\$61,286.00
Total City of Anacortes					\$61,286.00
Commercial Alarm & Detection, Inc.					
	26982			2024 - April - 2nd Council Meeting	
		Invoice - 37962			
		Fire Dept. Security Monitoring			
		001-000-522-20-41-00	Professional Services		\$175.93
		Total Invoice - 37962			\$175.93
	Total 26982				\$175.93
Total Commercial Alarm & Detection, Inc.					\$175.93
E & E Lumber					
	26983			2024 - April - 2nd Council Meeting	
		Invoice - 659864			
		12" DF Peeled Nat Taper			
		002-000-576-80-48-01	Building Repair & Maintenance		\$417.02
		Total Invoice - 659864			\$417.02
	Total 26983				\$417.02
Total E & E Lumber					\$417.02
Edge Analytical					
	26984			2024 - April - 2nd Council Meeting	
		Invoice - 24-06945			
		Compost Testing			
		412-000-554-90-48-05	Compost Testing/Materials		\$194.00
			Compost Testing Biosolids		
		Total Invoice - 24-06945			\$194.00

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 24-08087			
			Effluent Testing		
			409-000-535-80-48-05	Materials/Testing	\$49.50
				Sewer Testing	
		Total Invoice - 24-08087			\$49.50
		Invoice - 24-08794			
			Effluent & Influent Testing		
			409-000-535-80-48-05	Materials/Testing	\$591.00
				Sewer Testing	
		Total Invoice - 24-08794			\$591.00
		Invoice - 24-08897			
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$25.00
				Water Testing Samples	
		Total Invoice - 24-08897			\$25.00
		Invoice - 24-09722			
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$25.00
				Water Testing Samples	
		Total Invoice - 24-09722			\$25.00
		Invoice - MDE0002			
			HPC Compliance		
			401-000-534-80-41-00	Professional Services	\$61.00
				Water Testing Samples	
		Total Invoice - MDE0002			\$61.00
	Total 26984				\$945.50
Total Edge Analytical					\$945.50
ESO Solutions Inc.					
26985				2024 - April - 2nd Council Meeting	
		Invoice - ESO-136717			
			NFIRS Package		
			001-000-522-20-41-00	Professional Services	\$86.58
		Total Invoice - ESO-136717			\$86.58
	Total 26985				\$86.58
Total ESO Solutions Inc.					\$86.58
Fastenal Company					
26986				2024 - April - 2nd Council Meeting	
		Invoice - WAANA155274			
			Ind Bag		
			003-000-575-50-31-05	Public Restroom Supplies	\$149.38
		Total Invoice - WAANA155274			\$149.38

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - WAANA155302			
			3'x100' Silt Fence		
			403-000-531-38-48-00	Repair & Maintenance	\$48.92
		Total Invoice - WAANA155302			\$48.92
		Invoice - WAANA155321			
			Mop Head		
			409-000-535-80-31-00	Office & Operating Supplies	\$14.31
		Total Invoice - WAANA155321			\$14.31
	Total 26986				\$212.61
Total Fastenal Company					\$212.61
Ferguson Enterprises Inc #3007					
	26987	2024 - April - 2nd Council Meeting			
		Invoice - 2485125			
			1 1/4 P/Lite		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$98.74
		Total Invoice - 2485125			\$98.74
	Total 26987				\$98.74
Total Ferguson Enterprises Inc #3007					\$98.74
Frontline Cleaning Services					
	26988	2024 - April - 2nd Council Meeting			
		Invoice - 36243			
			Public Restroom Cleaning		
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$2,635.00
		Total Invoice - 36243			\$2,635.00
	Total 26988				\$2,635.00
Total Frontline Cleaning Services					\$2,635.00
Grainger					
	26989	2024 - April - 2nd Council Meeting			
		Invoice - 9073355852			
			TP, Padlock & Rodent Station		
			409-000-535-80-31-00	Office & Operating Supplies	\$87.87
			409-000-535-80-48-01	Plant Repair & Maintenance	\$205.85
		Total Invoice - 9073355852			\$293.72
	Total 26989				\$293.72
Total Grainger					\$293.72

Vendor	Number	Reference	Account Number	Description	Amount
H.D. Fowler Company	26990			2024 - April - 2nd Council Meeting	
		Invoice - 16659440			
			Sewer Pipe, Manhole Coupling & Gasket, Jet Set Repair & Catch Basin		
			403-000-531-38-48-03	System Repair & Maintenance	\$1,486.42
		Total Invoice - 16659440			\$1,486.42
	Total 26990				\$1,486.42
Total H.D. Fowler Company					\$1,486.42
HD Supply Facilities Maint.	26991			2024 - April - 2nd Council Meeting	
		Invoice - 9224928676			
			LED Light Bulbs		
			001-000-518-30-48-01	Building Repair & Maintenance	\$31.24
		Total Invoice - 9224928676			\$31.24
	Total 26991				\$31.24
Total HD Supply Facilities Maint.					\$31.24
La Conner Weekly News	26992			2024 - April - 2nd Council Meeting	
		Invoice - 10623			
			Publishing of Public Hearing - TBD		
			001-000-514-23-44-00	Advertising	\$50.00
		Total Invoice - 10623			\$50.00
	Total 26992				\$50.00
Total La Conner Weekly News					\$50.00
Mortenson Signs	26993			2024 - April - 2nd Council Meeting	
		Invoice - 114146			
			Signage - Town Hall Operation Hours for WWTP		
			001-000-518-30-31-00	Office & Operating Supplies	\$133.52
		Total Invoice - 114146			\$133.52
	Total 26993				\$133.52
Total Mortenson Signs					\$133.52
Napa Auto Parts	26994			2024 - April - 2nd Council Meeting	
		Invoice - 1438-539285			
			Windshield Wash		
			412-000-554-90-48-06	Compost Machinery/Equip	\$7.80
		Total Invoice - 1438-539285			\$7.80
		Invoice - 1438-539386			
			Brush 1/4 Shank		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$4.93
		Total Invoice - 1438-539386			\$4.93

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 1438-539395			
			Coupler, Valve and Adapter		
			002-000-576-80-48-01	Building Repair & Maintenance	\$76.18
		Total Invoice - 1438-539395			\$76.18
		Invoice - 1438-539493			
			Truck Bed Armor Aerosol		
			401-000-534-80-48-02	Vehicle Repair & Maintenance	\$20.62
		Total Invoice - 1438-539493			\$20.62
	Total 26994				\$109.53
Total Napa Auto Parts					\$109.53
Nelson-Reisner		2024 - April - 2nd Council Meeting			
	26995				
		Invoice - 0860417-IN			
			WWTP Fuel		
			412-000-554-90-32-00	Fuel	\$2,721.63
		Total Invoice - 0860417-IN			\$2,721.63
	Total 26995				\$2,721.63
Total Nelson-Reisner					\$2,721.63
North Central Laboratory		2024 - April - 2nd Council Meeting			
	26996				
		Invoice - 502182			
			Buffered Dilution Water		
			409-000-535-80-31-02	Lab Supplies	\$196.54
		Total Invoice - 502182			\$196.54
	Total 26996				\$196.54
Total North Central Laboratory					\$196.54
Pape' Machinery Exchange		2024 - April - 2nd Council Meeting			
	26997				
		Invoice - 2430487			
			Repair of Hydraulic Leak of Frontloader		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,348.91
		Total Invoice - 2430487			\$1,348.91
	Total 26997				\$1,348.91
Total Pape' Machinery Exchange					\$1,348.91
Pitney Bowes Global Finance Services LLC		2024 - April - 2nd Council Meeting			
	26998				
		Invoice - 3319005599			
			Postage Meter Lease		
			001-000-518-30-40-00	Lease Agreement Tax	\$7.33
				Tax Split	
			001-000-591-31-70-00	Rents & Leases - Longterm	\$113.94
				Qtrly postage meter lease	

Vendor	Number	Reference	Account Number	Description	Amount
			401-000-534-80-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			401-000-591-31-70-00	Rents & Leases - Longterm	\$113.93
			Lease Split		
			403-000-531-38-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			403-000-591-31-70-01	Rents & Leases - Longterm	\$113.93
			Lease Split		
			409-000-535-80-40-00	Lease Agreement Tax	\$7.33
			Tax Split		
			409-000-591-31-70-00	Rents & Leases - Longterm	\$113.93
			Lease Split		
		Total Invoice - 3319005599			\$485.05
	Total 26998				\$485.05
Total Pitney Bowes Global Finance Services LLC					\$485.05

Puget Sound Energy
26999

2024 - April - 2nd Council Meeting

Invoice - PSE-Apr2024

Utility - Electric

001-000-518-30-47-00	Public Utility Services	\$287.76
204 Douglas St -Town Hall		
001-000-522-20-47-00	Public Utility Services	\$377.48
12142 Chilberg - Fire Dept		
002-000-576-80-47-00	Public Utility Services	\$166.45
100 Washington Ave Light- St End Park		
002-000-576-80-47-00	Public Utility Services	\$11.52
1340 Conner Way		
002-000-576-80-47-00	Public Utility Services	\$20.32
100 Morris - Gilkey Square		
002-000-576-80-47-00	Public Utility Services	\$24.92
1339 Conner Way Lights - Pioneer Park Lights		
002-000-576-80-47-00	Public Utility Services	\$82.69
1339 Connor Way - Pioneer Park Gazebo		
003-000-575-50-47-02	Public Utility Services-GC	\$41.70
622 S 2nd Street - Garden Club		
003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$95.95
613 1st Street - Public Restroom		
003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$141.83
304 Morris St -Public Restroom		
005-000-542-63-47-00	Public Utility Services	\$586.76
125 1st Street LC Post Office #300000002505		
005-000-542-63-47-00	Public Utility Services	\$58.45
12100 Chilberg - Flag pole/Monument lights		
005-000-542-63-47-00	Public Utility Services	\$315.87
1st Street Lights #220005384221		

Vendor	Number	Reference	Account Number	Description	Amount
			005-000-542-63-47-00	Public Utility Services	\$26.82
			100 Sherman St		
			005-000-542-63-47-00	Public Utility Services	\$102.58
			Area Lights Acct #200011509383		
			005-000-542-63-47-00	Public Utility Services	\$825.03
			Street lights Acct #300000001705		
			005-000-542-63-47-00	Public Utility Services	\$64.15
			3rd & Douglas		
			401-000-534-80-47-00	Public Utility Services	\$14.65
			1200 S 4th St - Water Tank		
			401-000-534-80-47-00	Public Utility Services	\$311.60
			604 N 3rd Street - PW Shop-300000002695		
			403-000-531-38-47-00	Public Utility Service	\$105.92
			102 S 6th St - Drainage Pump		
			403-000-531-38-47-00	Public Utility Service	\$339.98
			213 Caledonia - Drainage Pump		
			409-000-535-80-47-00	Public Utility Services	\$44.27
			622 1st Street - Sewage Vault		
			409-000-535-80-47-00	Public Utility Services	\$33.27
			602 N 3rd Street - Pump		
			409-000-535-80-47-00	Public Utility Services	\$10.33
			12154 Chilberg - WWTP Fuel Station		
		Total Invoice - PSE-Apr2024			\$4,090.30
	Total 26999				\$4,090.30
Total Puget Sound Energy					\$4,090.30
Puget Sound Equipment					
27000					
		2024 - April - 2nd Council Meeting			
		Invoice - 2024-3207			
		6"x10' Suction Hose & 6" Elbow			
		403-000-531-38-48-00	Repair & Maintenance		\$895.14
		Total Invoice - 2024-3207			\$895.14
	Total 27000				\$895.14
Total Puget Sound Equipment					\$895.14
Pye - Barker Fire & Safety					
27001					
		2024 - April - 2nd Council Meeting			
		Invoice - PS11268712			
		Annual Fire Hydrant Inspections & Refill Medical Box Supplies			
		409-000-535-80-31-00	Office & Operating Supplies		\$717.37
		Total Invoice - PS11268712			\$717.37
	Total 27001				\$717.37
Total Pye - Barker Fire & Safety					\$717.37

Vendor	Number	Reference	Account Number	Description	Amount
Quality Services					
	27002			2024 - April - 2nd Council Meeting	
		Invoice - QualSvcMar2024			
			Mar 2024 Facility Cleaning		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$1,038.75
		Total Invoice - QualSvcMar2024			
					\$1,038.75
	Total 27002				\$1,038.75
Total Quality Services					\$1,038.75
Skagit Council of Governments					
	27003			2024 - April - 2nd Council Meeting	
		Invoice - 2677			
			Shared Costs		
			001-000-518-90-41-10	Dues & Memberships	\$166.20
		Total Invoice - 2677			
					\$166.20
	Total 27003				\$166.20
Total Skagit Council of Governments					\$166.20
Skagit County DEM					
	27004			2024 - April - 2nd Council Meeting	
		Invoice - 2024Q2-LaC			
			Qtr. 2 Shared Costs		
			001-000-525-10-41-00	Prof Services -EMS	\$1,044.74
				EMS Services	
		Total Invoice - 2024Q2-LaC			
					\$1,044.74
	Total 27004				\$1,044.74
Total Skagit County DEM					\$1,044.74
Skagit County Sheriff Office					
	27005			2024 - April - 2nd Council Meeting	
		Invoice - 3676			
			Policing Services w Amendment		
			001-000-521-20-41-00	Professional Services	\$87,176.00
				Skagit Co Sheriff contract	
		Total Invoice - 3676			
					\$87,176.00
	Total 27005				\$87,176.00
Total Skagit County Sheriff Office					\$87,176.00
Starkenburgh Shavings Inc.					
	27006			2024 - April - 2nd Council Meeting	
		Invoice - 140395			
			120 Yards Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,390.51
		Total Invoice - 140395			
					\$1,390.51

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 153882			
			132 Yards Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,506.39
		Total Invoice - 153882			
		Invoice - 153884			
			130 Yards Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,506.39
		Total Invoice - 153884			
		Invoice - 153886			
			120 Yards Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,390.51
		Total Invoice - 153886			
		Invoice - 153888			
			90 Yards Chips		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,042.89
		Total Invoice - 153888			
		Invoice - 153889			
			130 Yards Shavings		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,506.39
		Total Invoice - 153889			
		Invoice - 153890			
			130 Yards Shavings		
			412-000-554-90-48-05	Compost Testing/Materials	\$1,506.39
		Total Invoice - 153890			
	Total 27006				
	Total Starkenburg Shavings Inc.				
Tacoma Screw Products	27007	2024 - April - 2nd Council Meeting			
		Invoice - 260091754-00			
			White/Blue/Green Upside Down Marking Paint		
			401-000-534-80-48-03	System Repair & Maintenance	\$335.48
		Total Invoice - 260091754-00			
	Total 27007				
	Total Tacoma Screw Products				
Town of La Conner	27008	2024 - April - 2nd Council Meeting			
		Invoice - C 04-2024			
			April 2024 Sewer Service Charges		
			412-000-554-90-47-00	Compost Treatment Chgs - 409	\$10,833.34
		Total Invoice - C 04-2024			

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - S 04-2024			
			April 2024 Sludge Disposal Charges		
			409-000-535-80-47-02	Sludge Disposal - 412	\$2,500.00
		Total Invoice - S 04-2024			
					\$2,500.00
	Total 27008				\$13,333.34
Total Town of La Conner					\$13,333.34
U.S. Bank	27009		2024 - April - 2nd Council Meeting		
		Invoice - Alex/EcoTire3/11/24			
			Tire Disposal		
			401-000-534-80-48-02	Vehicle Repair & Maintenance	\$56.03
		Total Invoice - Alex/EcoTire3/11/24			
					\$56.03
		Invoice - Amazon0182655			
			LED Light Bulbs		
			003-000-575-50-48-02	Building Repair & Maint-GC	\$60.80
		Total Invoice - Amazon0182655			
					\$60.80
		Invoice - Amazon6800240			
			Business Cards		
			412-000-554-90-41-00	Professional Services	\$36.86
		Total Invoice - Amazon6800240			
					\$36.86
		Invoice - Amazon7080247			
			Hard Hats		
			401-000-534-80-35-00	Small Tools & Equipment	\$160.24
		Total Invoice - Amazon7080247			
					\$160.24
		Invoice - Amazon9365856			
			Boat Safey Throw Ring		
			002-000-576-80-48-01	Building Repair & Maintenance	\$100.99
		Total Invoice - Amazon9365856			
					\$100.99
		Invoice - Amazon9861822			
			Copy Paper		
			001-000-518-30-31-00	Office & Operating Supplies	\$54.29
		Total Invoice - Amazon9861822			
					\$54.29
		Invoice - Costco3/17/24			
			PW Clothing Allowance - Rainsuit - Mesman		
			403-000-531-38-35-00	Small Tools & Equipment	\$21.69
		Total Invoice - Costco3/17/24			
					\$21.69
		Invoice - CowiCany3/19/24			
			WCIA Training Travel Expense/M meal - Moore		
			001-000-514-23-43-00	Travel	\$21.66
		Total Invoice - CowiCany3/19/24			
					\$21.66
		Invoice - CrashPinMar2024			
			Server Backup		
			001-000-518-30-48-00	Computer/Server Maintenance	\$54.25
			Server Backup		
		Total Invoice - CrashPinMar2024			
					\$54.25

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - HomDep3/24/24			
			Tub & Tile Seal		
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$29.45
		Total Invoice - HomDep3/24/24			\$29.45
		Invoice - HumSoc32058			
			Dog Intake Fee		
			001-000-521-70-41-00	Professional Services	\$66.00
		Total Invoice - HumSoc32058			\$66.00
		Invoice - INV251901905			
			Zoom Payment		
			001-000-518-30-31-00	Office & Operating Supplies	\$278.80
		Total Invoice - INV251901905			\$278.80
		Invoice - PioneMKT3/22/24			
			Wax Bowl Ring		
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$8.76
		Total Invoice - PioneMKT3/22/24			\$8.76
		Invoice - PSITest3/28/24			
			WA Distribution Manager Test - Smith		
			401-000-534-80-49-02	Training & Meetings	\$104.00
		Total Invoice - PSITest3/28/24			\$104.00
		Invoice - RedLion3/22/24			
			WCIA Training Travel Expense/Lodging - Moore		
			001-000-514-23-43-00	Travel	\$451.92
		Total Invoice - RedLion3/22/24			\$451.92
		Invoice - Shell4/6/24			
			Fill Gas Cans		
			001-000-522-20-32-00	Fuel	\$34.37
		Total Invoice - Shell4/6/24			\$34.37
	Total 27009				\$1,540.11
Total U.S. Bank					\$1,540.11
Verizon Wireless					
	27010	2024 - April - 2nd Council Meeting			
		Invoice - 9961012097			
			Cell Phones		
			001-000-513-10-42-00	Mayor's Communications	\$37.50
			Mayor		
			001-000-521-70-42-00	Communications-Code Enf	\$26.55
			Code Enforcement/Split with Fire		
			001-000-522-20-42-00	Communications	\$66.56
			Fire Dept./Split w Code & 2nd Remote		
			001-000-575-50-42-00	Senior Center Communications	\$53.09
			Senior Center		
			401-000-534-80-42-00	Communications	\$908.40

Vendor	Number	Reference	Account Number	Description	Amount
				Public Works	
		Total Invoice - 9961012097			\$1,092.10
	Total 27010				\$1,092.10
Total Verizon Wireless					\$1,092.10
WA State Dept of L&I					
27011					
		2024 - April - 2nd Council Meeting			
		Invoice - 343026			
		Annual Elevator Certification			
		003-000-575-50-41-00	Professional Services		\$43.00
			Elevator Operating Permit		
		Total Invoice - 343026			\$43.00
	Total 27011				\$43.00
Total WA State Dept of L&I					\$43.00
WA State DOR - Excise Tax					
2018217					
		2024 - April - 2nd Council Meeting			
		Invoice - 3/2024ExciseTax			
		Excise Tax Mar 2024			
		401-000-534-80-49-03	Excise Taxes		\$3,955.58
		403-000-531-38-49-03	Excise Taxes		\$503.28
		409-000-535-80-49-01	Excise Taxes		\$1,174.54
		412-000-554-90-49-01	Compost Sales Tax		\$398.84
		412-000-554-90-49-02	ExciseTaxes		\$1,963.61
		Total Invoice - 3/2024ExciseTax			\$7,995.85
	Total 2018217				\$7,995.85
Total WA State DOR - Excise Tax					\$7,995.85
Wave Broadband					
27012					
		2024 - April - 2nd Council Meeting			
		Invoice - WaveApr2024			
		Internet & Phones			
		001-000-518-30-42-00	Communications		\$769.12
			TH Internet & phones		
		001-000-522-20-42-00	Communications		\$155.90
			Fire Dept		
		003-000-575-50-42-01	Communications-MH/MC		\$227.94
			MH/MC Internet & phones		
		409-000-535-80-42-00	Communications		\$186.21

Vendor	Number	Reference	Account Number	Description	Amount
			WWTP		
		Total Invoice - WaveApr2024			\$1,339.17
	Total 27012				\$1,339.17
Total Wave Broadband					\$1,339.17
Western Display Fireworks	27013			2024 - April - 2nd Council Meeting	
		Invoice - 24-7448-2			
			Second Payment for 4th of July Fire Works Display		
			001-000-571-00-40-00	4th of July Fireworks/Event	\$3,625.00
		Total Invoice - 24-7448-2			\$3,625.00
	Total 27013				\$3,625.00
Total Western Display Fireworks					\$3,625.00
Grand Total		Vendor Count	37		\$211,481.23



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **April 1, 2024** through **April 15, 2024** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.

Maria De Goede, Finance Director

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

Payroll checks numbered 5886 through 5892	\$2,496.29
Auto Payroll Taxes #2018216	\$8,936.11
Payroll auto deposit	<u>\$26,961.19</u>
	\$38,393.59

are approved for a total payment of \$38,393.59 this 23rd day of April 2024.

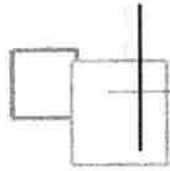
Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember

Register

Number	Name	Fiscal Description	Cleared	Amount
<u>5886</u>	Dept of Labor & Industry	2024 - April - 2nd Council Meeting		\$1,292.79
<u>5887</u>	Employment Security	2024 - April - 2nd Council Meeting		\$75.87
<u>5888</u>	North Coast Credit Union	2024 - April - 2nd Council Meeting		\$150.00
<u>5889</u>	Paid Family & Medical Leave	2024 - April - 2nd Council Meeting		\$200.49
<u>5890</u>	Teamsters Local No. 231	2024 - April - 2nd Council Meeting		\$180.50
<u>5891</u>	Wa Cares Fund	2024 - April - 2nd Council Meeting		\$126.54
<u>5892</u>	Washington State Support Registry	2024 - April - 2nd Council Meeting		\$470.10
<u>2018216</u>	Washington Federal	2024 - April - 2nd Council Meeting		\$8,936.11
<u>Direct Deposit Run -</u>	Payroll Vendor	2024 - April - 2nd Council Meeting		\$26,961.19
<u>4/16/2024</u>				\$38,393.59



Register Activity

Trans	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 4/16/2024	Payroll Vendor	2024 - April - 2nd Council Meeting	\$26,961.19
Eills, Ajah G	ACH Pay - 6961	Posting Run - 4/16/2024 10:22:46 AM	\$1,861.69
Hillard, Margaret A	ACH Pay - 6969	Posting Run - 4/16/2024 10:22:46 AM	\$214.78
Kerley-DeGoede, Maria A	ACH Pay - 6970	Posting Run - 4/16/2024 10:22:46 AM	\$2,290.97
Lease, Brian	ACH Pay - 6965	Posting Run - 4/16/2024 10:22:46 AM	\$3,084.92
Mesman, Benjamin	ACH Pay - 6963	Posting Run - 4/16/2024 10:22:46 AM	\$1,914.56
Moore, Andrea L	ACH Pay - 6967	Posting Run - 4/16/2024 10:22:46 AM	\$1,871.93
Palaniuk, Kevin R	ACH Pay - 6972	Posting Run - 4/16/2024 10:22:46 AM	\$2,596.27
Park, Todd W	ACH Pay - 6960	Posting Run - 4/16/2024 10:22:46 AM	\$2,325.54
Pena-Ayon, Manuel A	ACH Pay - 6968	Posting Run - 4/16/2024 10:22:46 AM	\$1,492.36
Reinstra, Aaron M.	ACH Pay - 6971	Posting Run - 4/16/2024 10:22:46 AM	\$1,985.45
Sherman, Albert R	ACH Pay - 6966	Posting Run - 4/16/2024 10:22:46 AM	\$1,967.84
Smith, Christopher	ACH Pay - 6964	Posting Run - 4/16/2024 10:22:46 AM	\$2,303.64
Thomas, Scott G	ACH Pay - 6962	Posting Run - 4/16/2024 10:22:46 AM	\$3,051.24
			\$26,961.19

Reports

1) Administrator's Report



*Town of La Conner
Administrator's Report*

MEMORANDUM

TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: April 18, 2024

1. Drought. On April 16th, the state Department of Ecology declared a drought emergency for most of Washington, including Skagit County. A link to DOE's drought website has been placed on the Town's homepage. DOE reports that statewide snowpack currently stands at 68% of average, and with chances for significant additions to the snowpack diminishing, there is simply not enough water contained in mountain snow and reservoirs to prevent serious impacts for water users in the months ahead. Climate predictions for April through August are for generally warmer and drier than normal conditions throughout Washington. The drought may require the Town to place restrictions on certain activities this year that use water, including watering plants and on Washington vehicles.
2. Fire. One of the natural outcomes of drought is greater risk of fire. Skagit Emergency Management reports that there have already been 4 brush fires this year in the County, an unusually high number for this time of year. The ground is already dry, and fire risk is enhanced. On Thursday, May 16, 2024 the Skagit Conservation District will conduct a Firewise, USA program at the Shelter Bay Clubhouse, starting at 6:00 p.m. The program will provide information on how residents may protect their homes from wildfires.
3. First Street. The Planning Commission has been studying traffic circulation on First Street for several weeks, and is expected to wrap up discussions at their meeting on May 7th. We therefore expect to place this topic on the Council's agenda for May 14th, and ask the Council to provide staff with direction.
4. Jenson Property. As noted previously, a community "mingle" to go over potential options for use of the Jenson property will take place on Thursday, April 25th, with a summation to be made available to the Council for the May 14th meeting.
5. Staff Change. We are pleased to announce that Jennifer Herring will be joining the Town Team soon as a part-time employee helping out at Town Hall with reception duties. Ms. Herring has previously worked in public libraries as a librarian, and we look forward to seeing how we can put her research skills and grant writing experience to good use for the Town.

6. Personnel Policy. On the April 23 agenda are two personnel policy updates. The remote work policy is new, and is intended to facilitate remote work assignments. We believe this policy will allow some staff members to work remotely, and will increase efficiency. We are stepping into remote work slowly, to make certain that this arrangement works as it should, and that remote work assignments are subject to review.

The second personnel policy clarifies certain definitions that already exist in our policy manual, and adds some additional definitions that have become necessary.

7. Retreat. As previously discussed, we will arrange for a retreat/strategic plan review and update on June 24th. Although we will only have financial data for the first 5 months of 2024, we are hopeful that the data we do have will generally point us in the direction that the 2025 budget will be headed. Please let me know if you have any comments or suggestions pertaining to the retreat.

8. Pioneer Park. The Town has experienced ongoing issues stemming from homeless individuals camping in the park, primarily resulting from discarded trash and unsanitary conditions. Code enforcement and sheriff's deputies have contacted individuals camping in the park, and have asked them to move to another location. I should note that in *Martin v. City of Boise* the Ninth Circuit Court of Appeals ruled that enforcement of ordinances that prohibit sleeping or camping on public property against homeless individuals is unconstitutional when those individuals do not have a meaningful alternative, such as shelter space or a legal place to camp. In December 2019 the US Supreme Court denied a petition for review filed by the City of Boise, which means that *Martin* is binding authority in the Ninth Circuit (which includes Washington) for the foreseeable future. While there is no designated place for the homeless to camp in Town, we have not taken action against homeless individuals camping in public places that are not remote with the understanding that crime is much less likely to occur in such locations. More recently the Supreme Court accepted review of *City of Grants Pass, Oregon v. Johnson*, another Ninth Circuit case in which the issue to be decided is whether the enforcement of generally applicable laws regulating camping on public property constitutes "cruel and unusual punishment" prohibited by the Eighth Amendment. Argument in that case is scheduled for April 22, 2024, with a decision expected later this spring. Once we have reviewed that coming decision, we will be in a better position to develop a course of action.

9. WWTP update. The Town has selected Wilson Engineering for the wastewater treatment plant project as being the most qualified engineer. We are currently working on negotiating a contract and scope of work. Previously, the Town had received a nutrient reduction grant from the state in the amount of \$162,903. Because this project will result in a significant reduction in nutrient discharge, we intend to use the grant funds for engineering services. However, the state has recently indicated to us that we will need to make a request to use them for the intended purpose. This, in turn, has delayed the finalization of the agreement with Wilson

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 – Wilson Engineering
(WWTP Upgrade Plans) Insert handed out
at the meeting**

WILSON ENGINEERING, LLC
CONSULTANT AGREEMENT

This **CONSULTING AGREEMENT** with all the General Conditions and Exhibits attached hereto, which are incorporated herein by this reference (the "Agreement"), is made and entered into by and between Client and Consultant on the date of the last signature below.

	CLIENT	CONSULTANT
Name:	<u>Town of La Conner</u>	Wilson Engineering, LLC
Address:	<u>P.O. Box 400</u> <u>La Conner, WA 98257</u>	805 Dupont St., Suite 7 Bellingham, WA 98225
Phone:	<u>(360) 466-3125</u>	Phone: (360) 733-6100

For and in consideration of the Compensation noted below, subject to the terms and conditions contained herein including, but not limited to, the attached General Conditions, Consultant agrees to perform the following work pursuant to the terms and conditions of this Agreement:

1. PROJECT. The Project is described as follows:

Owner:	<u>Town of La Conner</u>
Project Name:	<u>La Conner WWTP</u>
Project Location:	<u>Chilberg Road</u>

2. WORK. Consultant agrees to perform the work described in Exhibit A (the "Work") in accordance with all applicable laws, codes, and industry standards.

3. COMPENSATION. Client shall pay Consultant for all Work completed in conformance with this Agreement based on the actual hours worked and expenses incurred at rates shown in Exhibit B. Consultant shall not adjust the wage rates without written authorization from Client. Consultant shall invoice Client on a monthly basis for all Work performed during the prior month. Client shall pay all such invoices no later than thirty (30) days after receipt of a properly completed invoice. Any past due invoices shall bear interest at twelve percent (12%) per annum from the due date until paid in full.

4. TERM. The term of this Agreement shall commence with execution of this document and will terminate when all tasks associated with the Work herein as modified by written amendment have been completed by Consultant, unless sooner terminated as provided herein.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement, effective the date of the last authorized signature below.

CLIENT:

CONSULTANT:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

GENERAL CONDITIONS

1. Accounting Records. Consultant will maintain accounting records including, but not limited to, original receipts, invoices, and related verification in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Work, these records will be available to Client, and to employees of the State of Washington Auditor's Office while conducting an audit of Client, during Consultant's normal business hours for a period of three (3) years after the expiration and/or termination of this Agreement, whichever is later.

2. Status as Independent Contractor. Consultant will perform the Work as an independent contractor and not as an employee, agent, joint-venturer, fiduciary, or partner of Client. Consultant is responsible for the means and methods it uses in performing the Work. Consultant and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power, or authority to bind the other.

3. Additional Owner Consultants. Client shall contract directly with other professionals as necessary to provide geotechnical investigations, wetland delineations, electrical engineering, cultural resource investigations, and other similar services not included in the Work and shall provide said information to Consultant as identified and scheduled in Exhibit A.

4. Coordination. Consultant shall coordinate all meetings with outside governmental agencies, groups, or individuals relating to the Work through the Client. Consultant shall attend coordination, progress and presentation meetings with the Client and such Federal, Community, State, City or County officials, groups or individuals as requested and authorized by Client so long as Client provides reasonable advance notice prior to meetings requiring the Consultant's participation.

5. Termination. This Agreement may be terminated by either party upon seven (7) days' written notice and opportunity to cure should one party fail to perform in accordance with its terms through no fault of the other.

Further, this Agreement may be terminated by either party at any time for any reason or no reason whatsoever, on seven (7) days' written notice to the other party.

In the event of termination, Consultant shall be compensated for Work performed up to the termination date. Any work product generated by Consultant prior to such termination shall be the sole property of Consultant, but Client shall be deemed to have an irrevocable license to use the Work so long as Client timely remits payment of all amounts due and owing hereunder.

6. Consultant Work. Consultant's Work shall meet the industry standard for similar services performed by similar professionals performing the same work in the county in which the Project is located.

7. Charges and Time for Additional Work. The Client may, from time to time, request that Consultant perform additional work not included in the original scope of Work to be performed by Consultant ("Additional Work"). If Consultant agrees to perform such Additional Work, Consultant shall obtain the prior written approval of Client for any charges for the Additional Work prior to commencing with the same. Any such Additional Work shall equitably extend the Project schedule as reasonably required. Payment for all such Additional Work shall be made according to the terms hereof.

8. Charges and Time for Deleted Work. The Client may, at any time, by written order, remove work from Consultant's scope of Work. If any such change causes a decrease in the estimated cost of, or the time required for, performance of any part of the Work, the maximum amount payable hereunder (if any) and the Project schedule shall be equitably adjusted as reasonably required.

9. Suspension of Work. In the event Client fails to timely remit payment hereunder, Consultant shall be entitled to suspend performance of the Work until payment is received in addition to any and all other rights under this Agreement or law. In the event of such suspension, Consultant shall not be liable to Client for any damages, costs, or delays relating to or arising out of such suspension of Work.

10. Opinions of Probable Construction Cost. If the Work includes providing opinions of probable construction cost, the Client understands that the Consultant has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that any opinions of probable construction cost provided by Consultant are made on the basis of the Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to actual bid or construction costs. If Client requires greater assurance as to probable construction cost, the Client shall engage an independent construction estimator.

11. Construction Phase Work. When the Work includes construction phase services, the Consultant and his/her designee shall visit the Project at appropriate intervals to visually observe and become generally familiar with the progress and quality of the

contractor's work. Such observations shall permit the Consultant to render its professional opinion as to whether the contractor is performing the work in accordance with the contract documents. Such observations shall not be relied upon by any party as acceptance of the work, nor shall such observations relieve any party from fulfillment of customary and contractual responsibilities and obligations. Consultant's construction site observations shall not be deemed a warranty or guaranty that the contractor is, in fact, performing its work in compliance with the contract documents. The Consultant is not responsible for the safety of persons on or about the construction site. In connection with construction work, the Consultant is not and does not purport to be a safety engineer and is not engaged in that capacity by this Agreement. Contractor does not have either authority nor responsibility to enforce construction safety laws, rules, regulations, or procedures. Responsibility, if any, of the Client for monitoring or enforcement of laws, rules, regulations or procedures relating to safety in connection with construction of the Project shall be discharged by the Client in such a manner as the Client may elect. Consultant's periodic construction phase site inspections shall not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures employed by the Client's contractor, nor for the contractor's failure to perform the construction work in accordance with safety laws and/or the contract documents.

12. Permit Compliance. If the Work includes obtaining and/or maintaining permits for the Project, the Consultant will assist the Client in obtaining and maintain such permits. Notwithstanding the foregoing, Client is solely responsible for compliance with all terms and conditions of any permits required for the construction and/or operation of the Project.

13. Applicable Law. Consultant shall comply with all applicable federal, state, and local laws. Consultant is registered to do business in the State of Washington and upon request provide proof of the same to Client.

14. Non-Discrimination/Equal Employment Opportunity. Consultant shall abide by all applicable federal, state, and county laws prohibiting discrimination with regard to employment and provision of services. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, creed, marital status, physical, mental, or other sensory handicap, or age, except where such constitutes a bona fide occupational qualification. Consultant shall comply with: (1) Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CAR part 60; and (2) the Washington Law Against Discrimination, Chapter 49.60 RCW.

15. Client Review of Title Documents and Permit Documents. Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the Client shall review and approve the documents. Client shall be responsible for all costs associated with such review.

16. Insurance. Consultant, concurrently with the execution of this Agreement, shall provide Client with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law.

(b) Employers' Liability Insurance/Stop Gap that provides employer's liability insurance when it's not included in a workers' compensation policy with a limit of One Million Dollars (\$1,000,000) per occurrence with an insurance company authorized to write such insurance in all states where Consultant will have employees located in the performance of its work covering its common law liability to such employees.

(c) Comprehensive General Liability Insurance with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000).

(d) Automobile Liability Insurance covering all owned, hired, and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

(e) Professional Liability Insurance covering Errors and Omissions of Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

(f) For Comprehensive General Liability Insurance and Automobile Liability Insurance, each of the policies required herein **shall name Client as an additional insured.** Furthermore, each policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to Client except upon forty-five (45) days' prior written notice from the insurance company to Client; (iii) contain an express waiver of any right of subrogation by the insurance company against Client and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Client.

(g) With regard to the Professional Liability Insurance, Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one (1) year thereafter.

(h) Consultant shall furnish Client with a copy of Certificates of Insurance evidencing policies of insurance required herein.

17. Limitation on Damages Claims. The Client and the Consultant agree that any claim or demand alleging damage to Client arising out of or in any way related to the Work performed hereunder shall be limited to the total compensation paid to Consultant hereunder. The Owner and the Contractor agree that this represents an allocation of the economic loss, is part of the overall economics of this Contract, and is a material consideration in setting the Contract Price. Notwithstanding any other provision of this Agreement, Consultant shall not be liable to Client for any consequential damages incurred due to the fault of Consultant, its agents, employees, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

18. Force Majeure. Consultant shall not be liable to Client for any delay in or to the Work caused by any event outside Consultant's reasonable control including, but not limited to, war, pandemic, epidemic, order of any governmental or regulatory authorities, failure of any governmental or regulatory authorities to act in a timely manner, or failure of Client or its other contractors and/or consultants to act in a timely manner (each a "Force Majeure"). In the event of any such Force Majeure delay, Consultant shall be entitled to a day for day extension of the Project schedule.

19. Plans, etc. Property of Consultant. All original plans, drawings, and specifications prepared by Consultant and any and all sub-consultants for Consultant are and shall remain the property of Consultant. Notwithstanding the foregoing, so long as Client pays all amounts due and owing hereunder, Client shall have an irrevocable license to use any and all such documents prepared by Consultant. Consultant assumes no liability for any use of any of its work product other than that originally intended for this Project. Any change or reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability of legal exposure to Consultant, and the Client shall defend, indemnify and hold the Consultant harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from such change or reuse. Client shall further defend, indemnify, and hold Consultant harmless from all claims, damages, losses and expenses, including attorneys' fees, in the event Client utilizes any of Consultant's work product created hereunder for any project other than the Project.

20. Assignment and Subconsultants. Client shall not transfer, sublet, or assign all of its rights under, or interest in, this Agreement (including, but not limited to, rights of action, monies that are due, or monies that may be due) without the prior written consent of the Consultant, which consent shall not be unreasonably withheld, conditioned, or delayed.

21. Waiver. A waiver by either Party of any covenant, term, or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.

22. Disputes. All claims, disputes, and other matters in question between Client and Consultant arising out of or relating to this Agreement, the breach thereof, or Work thereunder, shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the AAA then governing, or by an arbitrator mutually agreed upon by the parties. If Client elects to arbitrate any such dispute, Client and Consultant shall be bound by any findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. As between the parties to this Agreement, the substantially prevailing party in any arbitration shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. Client and Consultant expressly grant the arbitrator the authority to award attorneys' fees and costs.

23. Third-Party Beneficiaries. This Agreement is made entirely for the benefit of the Client and the Consultant and their respective successors in interest. There are no third-party beneficiaries hereto with any rights hereunder, whether by agency or as a third-party beneficiary or otherwise. Notwithstanding the foregoing, in the event the Client utilizes State of Washington funds to pay all or portions of the Contract Price, the parties agree that the State of Washington shall be an express third-party beneficiary of this Agreement, with full rights as such.

24. Federal/State Audit Rights. Where federal or State of Washington funding is provided for Work under this Agreement, the federal or state government, and any of its departments or authorized representatives, shall have the right of access to any books, documents, papers, or other records pertinent to the Work in order to make audits, inspections, examinations, excerpts, transcripts and copies. Such right of access is limited to the retention periods required by the specific federal or state funding programs. To that end, the Consultant shall maintain books, records, documents, and other evidence directly pertinent to the Work in accordance with generally accepted accounting principles and funding program requirements that may be specifically identified. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of any public loan or grant documentation prepared on behalf of the Client.

25. Jurisdiction. This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue for any disputes under this Agreement shall be solely in the courts of Skagit County, Washington, regardless of where the Project is located.

26. Time Limit on Claims. Client shall file and serve any arbitration demand no later than one (1) year after Consultant completes the Work and/or after termination of this Agreement, whichever occurs first. Client's failure to timely file and serve an arbitration demand or litigation hereunder forever waives any and all claims, demands, damages, or other relief of any kind or nature against Consultant relating to or arising out of this Agreement.

27. Client Indemnification. Client shall defend (with legal counsel satisfactory to Consultant), indemnify, and hold Consultant, its officers, agents, and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs, and expenses (including, without limitation, all attorneys' fees, costs, and expenses of litigation): (i) arising out of any act or omission of Client, its directors, officers, consultants, agents, and/or employees in connection with the Project; and/or (ii) arising from a breach of this Agreement by Client. Consultant will inform Client of any such claim or demand that alleges liability based in whole or in part on any act or omission of Client, its directors, officers, agents, or employees. Thereafter Client shall: (i) reasonably cooperate in the defense of such claim; and (ii) pay Consultant's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, Consultant will reasonably cooperate with Client in allowing Client to jointly select, with Consultant, attorneys to defend Consultant and Client, provided that Client confirms its obligation to pay Consultant's defense costs. Client's defense and indemnity obligations hereunder do not extend to liability resulting from the sole negligence of the Consultant, its agents or employees. If the claim, suit, or action is caused by or results from the concurrent negligence of: (a) the Client or its officer, employee or agent; and (b) the Consultant, its officers, employees or agents, this defense and indemnity provision shall be enforceable only to the extent of the negligence of the Client, its officers, employees, or agents.

28. Consultant Indemnification. Consultant shall defend (with legal counsel satisfactory to Client), indemnify, and hold Client, its officers, agents, and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs, and expenses (including, without limitation, all attorneys' fees, costs, and expenses of litigation): (i) arising out of any act or omission of Consultant, its directors, officers, consultants, agents, and/or employees in connection with the Project; and/or (ii) arising from a breach of this Agreement by Consultant. Client will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter Consultant shall: (i) reasonably cooperate in the defense of such claim; and (ii) pay Client's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, Client will reasonably cooperate with Consultant in allowing Consultant to jointly select, with Client, attorneys to defend Consultant and Client, provided that Consultant confirms its obligation to pay Client's defense costs. Consultant's defense indemnity obligations hereunder do not extend to liability resulting from the sole negligence of the Client, its agents or employees. If the claim, suit, or action is caused by or results from the concurrent negligence of: (a) the Client or its officer, employee or agent; and (b) the Consultant, its officers, employees or agents, this defense and indemnity provision shall be enforceable only to the extent of the negligence of the Consultant, its officers, employees, or agents.

29. Entire Agreement. This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There are no other oral or written understandings between the parties concerning this matter.

30. Signing Authority. Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of Client and that his/her signature is binding upon the firm or corporation.

31. Severability and Survival. If any of the provisions contained in this Agreement are held, for any reason, to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement, will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
RATE SHEET

TOWN OF LA CONNER

General Sewer Plan / Facilities Plan

SCOPE OF SERVICES

Our proposed Scope of Services for the Town of La Conner General Sewer Plan / Facilities Plan includes the following tasks:

- Task 1 - Project Management
- Task 2 - Research and Regulatory Requirements
- Task 3 - Evaluation
- Task 4 - Alternatives and Recommendations
- Task 5 - Financial Analysis
- Task 6 - Nitrogen Optimization Plan
- Task 7 - AKART Analysis
- Task 8 - Plan Preparation

The significant tasks of prime and sub-consultants including milestones associated with each task are described below.

Project Understanding

Below is a general summary of the project goals:

- The goal of this project is to provide engineering services for planning purposes related to the Town's wastewater collection system and wastewater treatment plant (WWTP). Services will be per WAC 173-240, and specifically WAC 173-240-50 and 173-240-060.
- A combined General Sewer Plan and Wastewater Facilities Plan will be prepared as part of this project evaluating both the wastewater collection system and the wastewater treatment system in detail.

General Assumptions

1. The project will be funded with a combination of Ecology funding and Town funds.
2. No topographic surveying or base mapping are included at this time.
3. Sewer collection system exhibits will be based on the GIS and CAD files provided by DEA on 1/19/24 and updated based on known changes provided from the Town.
4. No sewer collection system physical or visual investigations or inspections are anticipated other than occasional spot checks in areas of known concern and evaluation of the lift stations and WWTP.
5. No sewer pump station draw down tests or electrical / efficiency testing is needed.
6. The General Sewer Plan / Facilities Plan will include and meet the AKART Analysis requirements of the Puget Sound Nutrient General Permit S6.C.

Task 1 - Project Management

This task covers the effort necessary to organize, lead, communicate with and coordinate all consultant team members (in-house and sub-consultants) and Town staff needed to accomplish the work required by the Project. This task includes tracking time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. This task includes general expenses for travel, reproduction, and misc. items. Task 1 includes the following subtasks:

Subtask 1.1 – Coordination with Town

- Meet and communicate regularly with the Town to keep the Town's project manager informed about project progress, issues and schedule.

Subtask 1.2 – Project Schedule / Team Management / QA/QC

- Quality assurance / quality control (QA/QC) of all final documents.
 - Manage and execute quality control procedures for all deliverables.
 - Perform quality assurance review of all work products. Review will be by a principal engineer who will review calculations, plans, specifications, and contract documents for content, consistency, accuracy, and technical issues.
- Project schedule tracking.
- Coordinate the work of team members for project roles, schedules, budgets, and production.

Subtask 1.3 – Progress Reports, Invoices, and Budget Management

- Prepare and submit to the Town's Project Manager, monthly invoices and progress reports with schedule and budget status.
 - Progress reports will describe the work items and percentage of work items that were accomplished, independent of budget expended.
 - Progress report will include a status of budget spent and remaining for each individual task.
 - Progress reports will identify any other issues or problems that may occur.
 - Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work.
 - Reports and invoicing will be formatted in a manner that is acceptable to the Town.
- Manage subconsultant budgets and invoices.

Subtask 1.4 – Project Meetings and Site Visits

This task includes Project meetings and site visits: Prepare for, conduct, and document decisions and action items arising from meetings associated with the project.

1. **Kickoff Meeting:** Key members of the Consultant's team will attend this meeting. Review scope, schedule, budget, and interim milestones. Establish Town preferred project communications and special invoicing requests. An allowance of up to one (1) kickoff meeting is included. This meeting is assumed to be virtual.
2. **Site Evaluation Visit:** Key members of the Consultant's team will attend this meeting. Attend WWTP site visit with Town operations staff to evaluate and review/discuss existing facilities and equipment. An allowance of up to one site evaluation visit is included. This meeting is assumed to be in-person.
3. **Town Council / Public Meeting:** These meetings will be attended by the Project Manager and will include preparation and presentation on the project. An allowance of up to two (2) Town Council / Public meeting is included. This meeting is assumed to be in-person.
4. **Provisional Meetings:** These provisional meetings are set aside for either final report review, milestone submittal review, when needed, or impromptu situations where consultant input is urgent and required to promote project schedule or other requirements. An allowance of up to four (4) meetings, 2-hours each in duration, is included. These meetings are assumed to be virtual.
5. **Coordination Meetings:** Conduct coordination conversations as needed through the project completion with key Town staff and operators to discuss project status, action items, and potential areas of concern. These meetings are assumed to be virtual or via phone.

Assumptions:

1. Total project duration is twelve (12) months.
2. For kickoff and provisional meetings, Consultant will develop an agenda and produce minutes

- afterward.
3. In-person meetings will be held at the project site or Town offices in La Conner, WA.

Town Deliverables:

1. None

Deliverables:

1. Meetings minutes.
2. Monthly invoices and progress reports for up to twelve (12) months.

Task 2 - Research and Regulatory Requirements

Subtask 2.1 - Background Information / Existing Facilities Research

Under this task we will review all background information on the existing sewer system and treatment plant to gain a complete understanding of the process and the infrastructure. This includes review of record drawings, previous Sewer Plans, previous WWTP Facility Plans, maps, interviews with Town staff, interviews with Water and Wastewater Services staff, and other relevant data to understand the existing collection system and WWTP, and their operations. Also included is an evaluation of Town boundaries, Sewer Service Areas, and Growth Management Implications.

Assumptions:

1. WAC 173-240-060 3 a,b, and e requirements will be completed in this section.
2. WAC 173-240-050 3 a, b, f, i, j requirements will be completed in this section.

Town Deliverables:

1. Record drawings and previous Sewer Plans and Engineering Reports, previous inflow and infiltration reports or studies, relevant GIS data (if any), current and planned Town boundaries and service areas.

Deliverables:

1. Summary of background information and existing conditions in the completed General Sewer Plan / Facilities Plan.

Subtask 2.2 - Regulatory Requirements

This task includes identification of all federal, state, county, and local regulations that affect the planning and design of anticipated sewer system or wastewater treatment plant improvements. The task will also include a review of the current Department of Ecology NPDES permit and anticipated future permit regulations. A SEPA checklist and agency coordination for determination will be included in the plan as part of this task.

Assumptions:

1. WAC 173-240-060 3 q,r requirements will be completed in this section.
2. WAC 173-240-050 3 c,d,m,n requirements will be completed in this section.
3. Compliance with NEPA will not be required.

Deliverables:

1. The deliverable will be a summary of background information, regulatory requirements, and maps in the completed General Sewer Plan / Facilities Plan.
2. SEPA Checklist

Task 3 - Evaluation

Subtask 3.1 – Land Use, Population, and Flows and Loadings Evaluation

Work under this task will describe and analyze existing and projected flows and loadings seen in the collection system and wastewater treatment plant. The flow and loadings evaluation will consider population growth, future land use, urban growth areas, and annexations. Flows and loadings will be projected over a 20-year planning period. This evaluation and projection of future flows and loadings will be used to size and determine effective treatment and sewer system improvements.

Assumptions:

1. WAC 173-240-060 3c requirements will be completed in this section.
2. WAC 173-240-050 3e requirements will be completed in this section.

Town Deliverables:

1. Influent and Effluent flow and loading data.

Deliverables:

1. The deliverable will be a summary of existing flows and loadings and projection of future flows and loadings in the completed General Sewer Plan / Facilities Plan.

Subtask 3.2 - Treatment Plant Evaluation

It is understood that the existing treatment plant is aging, reaching its capacity limits, and will need to be updated for new nutrient removal requirements. This task will evaluate the existing treatment plant and its components with respect to capacity, performance, reliability, redundancy, and compatibility with future regulations and growth. Included in this evaluation will be a review of the plant staffing, infiltration and inflow, receiving waters, electrical & SCADA system, backup generator, lab / operations building and land requirements. An evaluation of the nutrient removal capabilities of the plant and adaptability to meet future permit regulations is included. The evaluation will also include the biosolids handling and composting operation.

Assumptions:

1. WAC 173-240-060 3 d,h,i,j,k,l,m,o requirements will be completed in this section.
2. WAC 173-240-050 3h requirements will be completed in this section.

Deliverables:

1. The deliverable will be a summary of the treatment plant evaluation in the completed General Sewer Plan / Facilities Plan.

Subtask 3.3 - Wastewater Collection System Evaluation

This task includes the evaluation of the sewer collection system. The evaluation will include documentation of regulatory compliance, sewer system hydraulic computer model, ability to accommodate growth projections, sewer pumping systems, treated effluent outfall, assessment of existing sewer collection system facilities, and infiltration and inflow. The evaluation will include an assessment of the collection systems performance, condition and capacity. Specific attention will be given to known areas of concern at the existing 12" (1st and Morris St.), the 21" (Caledonia and Maple St.), the 24" outfall piping in Morris St., and the adequacy of the existing 6" force main bringing tribal flows to the Town of La Conner System.

Assumptions:

1. WAC 173-240-050 3g requirements will be completed in this section.
2. No flow monitoring is included in this scope.
3. The sewer system hydraulic model will evaluate three different scenarios: 1. Existing conditions, 2. Near-term future conditions, 3. Long-term future conditions.

Deliverables:

1. The deliverable will be a summary of the collection system evaluation in the completed General Sewer Plan / Facilities Plan, including exhibits showing existing and future system deficiencies.

Subtask 3.4 - Water Reclamation and Reuse Evaluation

This task includes an evaluation of potential water reclamation and reuse as required by RCW 90.48.112.

Deliverables:

1. The deliverable will be a summary of the evaluation in the completed General Sewer Plan / Facilities Plan.

Task 4 - Alternatives and Recommendations

Subtask 4.1 – WWTP Alternative Analysis

This task effort will define and evaluate design alternatives for the process improvements to the wastewater treatment plant to address treatment and capacity deficiencies, as well as future nutrient removal capabilities. Work will include defining the design criteria and evaluating each treatment alternative for treatment effectiveness, cost effectiveness, reliability, operations and maintenance requirements, site requirements, and capacity for current and future flows and loadings.

Three flow scenarios will be used to evaluate alternatives:

- (1) Town + Tribe
- (2) Town + Expanded Tribe
- (3) Town + Expanded Tribe + Shelter Bay

Assumptions:

1. A minimum of three (3) alternatives for the main WWTP process will be included in detail. Additional alternatives and technologies will be considered, but not detailed in the final plan.
2. Fewer improvements are anticipated to be needed for the existing biosolids handling and composting system. As a result, detailed alternatives will not be provided for the biosolids handling and composting system overall; however, alternatives and technologies will be considered to ensure the system will meet future needs.
3. WAC 173-240-060 3g,h requirements will be completed in this section.
4. WAC 173-240-050 3k requirements will be completed in this section.

Deliverables:

1. Milestone/deliverables include a review and workshop with Town staff, and Wastewater Treatment Alternatives Analysis in the completed General Sewer Plan / Facilities Plan.

Subtask 4.2 - Recommended Improvements

Work under this task will identify and describe all recommended improvements to the wastewater collection system and wastewater treatment plant, including the main WWTP process improvements, biosolids handling / composting system improvements, and lab / operations building improvements. Based on the alternatives analysis a final recommendation will be made for the best treatment alternative. The final recommendations will include sizing and design calculations, conceptual site layouts, and other miscellaneous plant improvements.

Assumptions:

1. WAC 173-240-060 3 f,n requirements will be completed in this section.

Deliverables:

1. The deliverable will be a summary of recommended improvements in the completed General Sewer Plan / Facilities Plan.

Task 5 - Financial Analysis

This task estimates and describes the anticipated construction, engineering, and operations costs for recommended improvements for both the WWTP and the collection system. Estimates will also be determined for each treatment alternative in present worth dollars and over a 25-year life cycle cost. This section of the General Sewer Plan / Facilities Plan will meet the cost-effectiveness analysis required by future DOE grant / loan applications.

The task also includes a review of sewer rate structure and basic revenue planning along with creation of a Capital Improvement Projects (CIP) list. The CIP will include a short term and long-term list of projects and their priority and anticipated future costs. The sewer rate structure and revenue planning will include requirements for connection to the Town sewer system, and funding capacity. Revenue planning will consist of a high-level comparison of current and projected revenue versus current and projected expenses (including Capital Projects and debt service), and potential rate increase scenario(s) if revenues are projected to be insufficient. This is not a formal rate study and does not include: historical financial performance review, fiscal policy review, detailed capital financing plan, detailed operating forecast, detailed revenue needs assessment, rate forecast & affordability test.

Assumptions:

1. WAC 173-240-060 3p requirements will be completed in this section.
2. WAC 173-240-050 3l requirements will be completed in this section.
3. A detailed financial analysis of biosolids handling and composting costs will not be included. It is assumed the Town will continue operating with a similar system in the future and that improvements will likely consist of upgrades to the existing system rather than a substantial change.

Deliverables:

1. The deliverable will be a summary of the anticipated costs, and individual cost estimates for each alternative, including operations costs in the completed General Sewer Plan / Facilities Plan.

Task 6 - Nitrogen Optimization Plan

Work under this task includes preparation and final approval by Ecology of a Nitrogen Optimization Plan per the requirements of the Puget Sound Nutrient General Permit S6.B. Plan elements include:

- i) Treatment Process Performance Assessment
 - (1) Evaluation
 - (2) Initial Selection
- ii) Optimization Implementation
 - (1) Strategy Implementation
 - (2) Load Evaluation
 - (3) Strategy Assessment
- iii) Influent Nitrogen Reduction Measures / Source Control

Assumptions:

1. None.

Deliverables:

1. The deliverable will be a Nitrogen Optimization Plan as a separate report submitted to the Department of Ecology.

Task 7 - AKART Analysis

Work under this task includes preparation and final approval by Ecology of an AKART Analysis per the requirements of the Puget Sound Nutrient General Permit S6.C. Plan elements include:

1. Background
2. Identification and Screening of Potential Treatment Technologies
3. Economic Evaluation
4. Environmental Justice
5. Treatment Alternative Selection

Assumptions:

1. None.

Deliverables:

1. The deliverable will be an AKART Analysis as a separate report submitted to the Department of Ecology.

Task 8 - Plan Preparation

Work under this task includes preparation of draft and final General Sewer Plan / Facilities Plan, Nitrogen Optimization Plans, and AKART Analysis and revisions to each based on comments. Work also includes preparation of materials for Town Council / Public Meeting. Work will include responding to and integrating any Town and Ecology comments into the final plans as appropriate.

Assumptions:

1. The General Sewer Plan / Facilities Plan will include and meet the AKART Analysis requirements of the Puget Sound Nutrient General Permit S6.C.
2. Two rounds of report amendments and responding to comments are assumed.

Deliverables:

1. Plan for Town review in PDF format.
2. Final Plan for Town in PDF format and three (3) hard copies.
3. Electronic files will be provided for all final documents (.docx, .xlsx), cad files (.dwg), GIS files (.shp), and modeling files.

Town of La Conner

General Sewer Plan / Facilities Plan

Prepared by: Scott Wilson, PE, Wilson Engineering LLC
 Prepared for: Town of La Conner
 Proposal No.: P-7903
 April 15, 2024

Task Description	Direct Expenses	Principal Engineer	Senior Engineer	Engineer III	Engineer I	Senior CAD Design Technician	Clerical	WILSON SUBTOTAL
Rate (\$/hr) =	L.S.	\$215	\$202	\$174	\$149	\$146	\$103	
Task 1: Project Management								
Subtask 1.1 - Coordination		4	12					\$ 3,284
Subtask 1.2 - Project Schedule / Team Management / QA/QC		4	18					\$ 4,496
Subtask 1.3 - Progress Reports, Invoices, and Budget Management			12					\$ 2,424
Subtask 1.4 - Project Meetings and Site Visits		18	34	24				\$ 14,914
Sub-Total	\$ -	26	76	24	0	0	0	\$ 25,118
Task 2: Research and Regulatory Requirements								\$ -
Subtask 3.1 - Background Information / Existing Facilities Research		6	12	32	24		2	\$ 13,064
Subtask 3.2 - Regulatory Requirements		2	4	10	25			\$ 6,703
Sub-Total	\$ -	8	16	42	49	0	2	\$ 19,767
Task 3: Evaluation								\$ -
Subtask 4.1 - Flows and Loadings Evaluation		6	16	30	24			\$ 13,318
Subtask 4.2 - Treatment Plant Evaluation		18	28	36	40			\$ 21,750
Subtask 4.3 - Wastewater Collection System Evaluation		20	32	44	28			\$ 22,592
Subtask 4.4 - Water Reclamation and Reuse Evaluation		4	6	12	32			\$ 8,928
Sub-Total	\$ -	48	82	122	124	0	0	\$ 66,588
Task 4: Alternatives and Recommendations								\$ -
Subtask 5.1 - Alternatives Analysis		16	36	70	57	12		\$ 33,137
Subtask 5.2 - Recommended Improvements		18	32	56	36	32		\$ 30,114
Sub-Total	\$ -	34	68	126	93	44	0	\$ 63,251
Task 5: Financial Analysis		6	16	40	24			\$ 15,058
Task 6: Nitrogen Optimization Plan		4	12	36	24		8	\$ 13,948
Sub-Total	\$ -	4	12	36	24	0	8	\$ 13,948
Task 7: AKART Analysis		5	18	42	36		8	\$ 18,207
Sub-Total	\$ -	5	18	42	36	0	8	\$ 18,207
Task 7: Plan Preparation		12	18	34	28		8	\$ 17,128
Sub-Total	\$ -	12	18	34	28	0	8	\$ 17,128
Project Total	\$ -	143	306	466	378	44	26	\$ 239,065

New Business

- 1) Ordinance – 2024 Budget Amendment**
- 2) Resolution – Town Remote Working Policy
Personal Policy 125**
- 3) Resolution – Amend Personal Policy 110**
- 4) Agreement – Cascade Chimney & Masonry
Repair of Pioneer Park Stone Stove**

Ordinance – 2024 Budget Amendment

TOWN OF LA CONNER



Ordinance No. An ordinance amending the 2024 Budget

WHEREAS, the Town of La Conner adopted the 2024 Budget in final form by Ordinance No. 1237 on the 12th day of December 2023; and

WHEREAS, subsequent thereto it has become necessary for the Town of La Conner to amend said ordinances because of revenues and expenditures of same, which could not reasonably have been foreseen at the time of adopting said budget, and

NOW THEREFORE BE IT ORDAINED BY THE LA CONNER TOWN COUNCIL AS FOLLOWS:

Section 1. The 2024 Budget, as represented in Ordinances No. 1237 revenues and expenditures for 2024, is hereby amended as set forth below and Attachment A.:

Revenue Funds		Previous Rev. Allocation	Increase	New Exp. Allocation
003 – Facilities	Increase Transfer from 001	417,906	120,000	537,906
Expenditure Funds		Previous Exp. Allocation	Increase	New Exp. Allocation
001 – General	Increase to 003	2,160,332	155,171	2,315,503
003 - Facilities	Increase MH Exp.	454,802	120,000	574,802

Section 2.

This ordinance shall take effect upon publication.

Enacted by a vote of the La Conner Town Council this 23rd day of April, 2024.

Marna Hanneman, Mayor

ATTEST:

APPROVED AS TO FORM

Maria A. DeGoede, Town Clerk

Scott Thomas, Town Attorney

Attachment A

Revenue Funds	Description	Previous Exp. Allocation	Increase	New Exp. Allocation
003- Facility	Amended Transfer in for Maple Hall HVAC to full Corona Grant of 265,171 & Reduced Hotel Motel Transfer to \$54,829	417,906.	120,000	537,906
Expenditure Funds	Description	Previous Exp. Allocation	Increase	New Exp. Allocation
001 - General	Increased Transfer of Corona Grant allocation all to 003 Maple Hall HVAC	2,160,332	155,171	2,315,503
003 - Facilities	Increase Maple Hall HVAC	454,802	120,000	574,802
409-Sewer				
409-Sewer				

**Resolution – Town Remote Working
Personal Policy 124**

Town of La Conner



RESOLUTION NO.

A RESOLUTION ADOPTING THE POLICY 125 REMOTE WORKING AND AGREEMENT

Applicable To – All Town Employees, effective date April 29, 2024

Policy Statement – The Town recognizes that a remote work arrangement may be a viable and mutually beneficial option when both the employee and the position are suited for such an arrangement. Remote work helps reduce carbon emissions and commute times, allows for potential increased work/life balance, enhances safety in inclement weather situations, and provides more efficient use of resources and communication using technology. In addition, flexibility to allow for regular or intermittent remote work will help employees remain engaged and productive. On a case-by-case basis, the Town will consider employee requests to work remotely using the criteria set forth below.

Working remotely is not an entitlement, it is not an employee benefit, it does not change the terms and conditions of employment with the Town and the approval of remote work agreements are the sole discretion of the Administrator. The Town reserves the right to terminate a remote work arrangement at any time and will provide reasonable advance notice of the change to the remote work arrangement to accommodate commuting or other issues that may arise.

Purpose – To provide guidance and predictability on remote work arrangements.

Eligibility

When evaluating a request to work remotely, the Town will consider the following eligibility criteria:

- Nature of employee's duties and extent to which duties can be performed effectively working remotely;
- Operational and customer service needs, including the impact on other staff members;
- Equitable distribution of remote work arrangements for similar type work;
- Equipment needs;
- Ability to return to the office on short notice from the remote work location;
- Remote workspace condition, including those affecting safety and security; and
- Other factors relevant to a particular situation.

This remote work policy applies to all of the Town of La Conner staff who meet the above criteria and is not dependent upon length of service or probationary status. However, employees on probationary status may need to be present in the office for onboarding and training.

Definitions:

Intermittent/Situational Remote Work Arrangement

This type of remote work is approved on a case-by-case basis and allows the employee to attend to sporadic household appointment needs, trainings, uninterrupted time for projects, no commute in inclement weather, or other situations where employees can perform work remotely for a short period of time. This type of remote work does not require a Remote Work Agreement Form; however, approval must be documented by email. Situational remote work is not an appropriate substitute for sick leave and may not be used for the employee's own or a family member's illness, injury, or other circumstance that interferes with the employee's ability to perform their work. Other short-term arrangements or reasonable accommodations may be made for employees on family or medical leave to the extent practical for the employee and the Town and with the consent of the employee's health care provider, if appropriate.

Regular Remote Work Arrangement

This type of remote work arrangement is for predictable remote work that is anticipated to be sustainable on an ongoing basis and meets the operational and customer service needs of the Town. This type of remote work requires a Remote Work Agreement that will be reviewed and addressed at minimum on an annual basis.

Trial Period.

Remote work arrangements will be on a trial basis for the first three months. The trial basis may be discontinued at any time at the request of either the employee or the Town. After the trial period and in order to accommodate commuting, childcare, or other issues that may arise from a sudden schedule change, the Town will endeavor to provide 30 days' notice of a discontinuation of the remote work arrangement. There may be instances, however, when less or even no notice will occur. Communication between the employee and his/her supervisor is necessary to ensure any remote work changes are known.

Responsibilities.

The employee who is interested in a remote work arrangement will need to connect with their Supervisor to review the potential for a remote work arrangement.

Supervisors should consider remote work requests and should do so objectively and fairly on an individual basis and across the work group.

Supervisors must review the agreement for compliance with relevant collective bargaining agreements and wage/hour laws.

Technology Requirements

The Town will determine, with information supplied by employee and the supervisor or Department Head, the appropriate equipment such as a laptop, monitor, scanner, mouse, keyboard, etc., for each remote working arrangement.

- Equipment supplied by the Town will be maintained by the Town, however, it is the employee's responsibility to ensure the equipment is handled and secured to prevent loss, damage, and misuse.
- Equipment supplied by the employee, if deemed appropriate by the Town, will be maintained by the employee. The Town accepts no responsibility for damage or repairs to employee-owned equipment.
- The Town reserves the right to make determinations as to appropriate equipment.

Required Office Supplies

Any office supplies needed for performance of job duties should be obtained from the office. Equipment and supplies provided by the Town are to be used for business purposes only.

Remote Workspace Requirements

The employee must establish a safe and appropriate remote work environment.

- The Town will not be responsible for costs associated with the setup of the employee's remote work location, such as remodeling, furniture, lighting, utilities, rent or insurance, internet connectivity or for repairs or modifications to the remote office space.
- The employee's remote workspace environment should be free from disruptions and distractions that negatively affect attendance and/or the performance of job duties.
- Remote work should not be used to provide active care for a child or other dependent. Employees should arrange care so as not to interfere with performing the requirements of their position.

Remote Security Requirements

Consistent with the Town's expectations of information security for employees working at the office, employees who are working remotely must ensure the protection of proprietary Town information and confidential information accessible from their remote work location. Steps include:

1. Locking the computer when leaving the work area;
2. Regular password maintenance;
3. Installation of updates as they become available;
4. Secure handling and disposal of physical documentation;
5. Ensuring secure (password protected) internet service;
6. Use of a VPN; and,
7. Any other measures appropriate for the job and environment.

All remote workers are responsible for all activity performed under their Town account and must protect against any unauthorized use. If an employee's access login or password has been compromised or if the remote access user's computer, laptop or any Town owned equipment is lost, stolen, or otherwise compromised, the employee's Supervisor must be contacted immediately. Town equipment may be used by the employee only.

All e-mail and materials created using remote access privileges are the property of the Town and shall not be regarded as private communications. Additionally, all e-mail, documents and other materials created using remote access privileges are public records and will fall under the disclosure rules of the Public Records Act.

Remote Safety Requirements

Employees are expected to maintain their workspace in a safe and ergonomically suitable manner, free from safety hazards. Employees are encouraged to request an ergonomic review of their remote workstation from the Town. Injuries sustained by the employee in a remote office location and in conjunction with regular work duties are normally covered by the Town's Workers' compensation policy. Employees working remotely are responsible for notifying their supervisor of any injuries as soon as practical and should complete an Incident Report Form.

Employees should not have work-related vendors, or customers visit the employee at their remote worksite. The employee is liable for any injuries sustained by visitors to his or her remote worksite

If the Mayor directs employees not to report to work or to leave early due to inclement weather, loss of power or other emergency conditions, employees working remotely shall continue to work and be compensated at their regular rate of pay.

Remote Hours Worked and Meal/Rest Periods Requirements

Employees approved to work remotely are expected to work their assigned work schedule unless approved by their supervisor. They must also observe regular lunch and rest periods. For overtime eligible employees, any overtime hours require the advance written approval of the employee's supervisor. Failure to comply with this requirement may result in termination of the remote work arrangement. An employee working remotely may be required by their supervisor to maintain a daily log of work activities and/or report their activities. The employee will follow existing Town policies to use paid sick, vacation time, or other accrued leave.

Remote Employee Availability/Responsiveness Requirements

An employee who is working remotely must be available and responsive during regularly scheduled work hours. Regardless of an agreed-upon remote work schedule, if an employee's in-person presence is needed, the employee must remain willing and able to come to the worksite to perform job duties. Supervisors should give at least 24 hours advance notice whenever possible. A request to come to the worksite during regularly scheduled work hours is not considered a schedule change. Reporting to the office from a remote work location is commute time and is non-compensable. For this reason, and due to tax implications, the Town will not approve remote work arrangements where the employee's remote work location would be permanently outside the State of Washington. The Town will make a reasonable effort to provide advance notice of any changes to an established Regular remote work schedule, but advance notice will not be always possible. For union represented employees, schedule changes should be made in compliance with the relevant union contract.

Sick leave, vacation, and holiday pay

Sick and vacation leave will continue to accrue at the employee's regular rate. When an employee takes a full day of sick or vacation leave, the time charged will be equivalent to the full number of hours the employee was scheduled to work on that day pursuant to their approved schedule. When a paid holiday falls on a full-time or part-time employee's regularly scheduled workday, the employee will be paid eight hours of holiday pay. If the regularly scheduled workday is greater than eight hours, the employee will be required to use either vacation or compensatory time earned to make up for the time in excess of the eight hours that the employee was scheduled to work. If the department director approves, an employee may work additional hours during the same workweek as the holiday in lieu of using accrued leave. When a paid holiday falls on a full-time employee's regularly scheduled day off, the employee will not be required to use eight hours of holiday time off, which will remain as available accrued holiday hours that must be scheduled and used prior to the end of that same calendar year. In order to maintain adequate levels of service for the Town, employees are encouraged to schedule personal appointments on their scheduled days off.

Overtime and FLSA Compliance

The Fair Labor Standards Act (FLSA) requires that non-exempt employees be paid overtime for all hours worked in excess of forty hours during a workweek. The workweek consists of seven consecutive 24-hour periods, and the employer retains the right to designate when the work period begins and ends. The defined workweek is not required to be the same for all employees. The Town will not incur additional costs in order to permit employees to choose alternate work schedules. Therefore, alternate schedules regularly in excess of 40 hours per workweek will not be approved.

Employees will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek will still require the advance approval of the employee's director/supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work agreement.

Remote Employee Disciplinary Action Requirements

Failure to follow the rules stated in this policy may result in progressive disciplinary action up to and including termination and in accordance with the relevant union contract.

PROCEDURES

1. The employee schedules a time to meet with their supervisor to discuss the potential of a remote work agreement.
2. The employee and the supervisor meet and
 - a. Review the needs of the department and the Town connected to the employee's position,
 - b. Determine the type of remote work arrangement that works best for the employee and the department.

- c. For a Regular Remote Agreement, the Remote Work Agreement Form is required. The Remote Work Agreement is to be completed by the employee and their supervisor and should outline;
 - 1) How many days of the week the employee will be working remotely,
 - 2) Whether the employee is seeking to work remotely on a full-time, part-time, or intermittent basis,
 - 3) Any barrier to the work from home request, and
 - 4) The employee's remote workspace location and equipment needs.
- 3. After the employee meets with their supervisor and completes the Remote Work Agreement Form as applicable, the supervisor and the Administrator will determine if the remote work proposal should be approved, rejected or approved with modifications.
- 4. The Administrator will determine, with information supplied by employee and the supervisor, the appropriate equipment such as a laptop, monitor or scanner, mouse, keyboard, etc., for each remote working arrangement.
- 5. The employee will need to obtain any office supplies needed for performance of job duties from the office.
- 6. The employee must establish a safe and appropriate remote environment.
- 7. checklist

Remote Work Agreement Form

The Remote Work Agreement Form must be completed by the employee and then submitted to their supervisor.

Checklist

This checklist is used to assess the overall safety of your telework location. This checklist should be completed and submitted with the telework agreement with all boxes checked. Any boxes that cannot be checked should be addressed prior to submitting the agreement.

- Is your workspace free from excessive noise?
- Is your computer and other office equipment plugged into a surge protector?
- Does the space appear to be free of indoor air quality problems?
- Is all electrical equipment free of recognized hazards that would cause physical harm? (frayed wires, bare conductors, loose wires, exposed wires)
- Is there an exit that allows proper exiting?
- Is there a working fire extinguisher nearby?
- Are working smoke detectors installed?
- Is the work area private and free of intrusion?
- Is your office furniture ergonomically correct? (29" Desk, keyboard in line with wrist position, monitor 20-24" from eyes)
- Can all work materials be securely stored?

I have completed the checklist as accurately and honestly to the best of my knowledge. I agree to inform my supervisor immediately of any changes to the Telework Site that could impact the health and safety of employees.

Signature

Date

REMOTE AGREEMENT

The City supports teleworking arrangements and allows departments to implement such arrangements for employees meeting eligibility criteria. This agreement is intended to ensure both the supervisor and the employee have a clear, shared understanding of the terms and conditions of the employee's remote working arrangement.

Employee Name:
<input type="checkbox"/> FLSA Exempt (Salaried)
<input type="checkbox"/> Non-Exempt/Overtime Eligible
Supervisor:
Remote Work Site Address:
Remote Work arrangement (select one): <input type="checkbox"/> 1 day per week <input type="checkbox"/> 2 days per week <input type="checkbox"/> 3 days per week <input type="checkbox"/> 4 days per week <input type="checkbox"/> 5 days per week <input type="checkbox"/> Varies/occasional
Start date: End date, if applicable: Review Date (minimum 2 months no more than 6 months from start date):

Scheduled Work Hours

Day	Start Time	End Time	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Other:			

*For non-union, FLSA exempt employees, this section does not denote scheduled work hours; the supervisor will list hours of expected availability to meet organizational needs during core business hours.

Productivity/Performance Expectations:

Each remote employee is required to maintain the same level of productivity and performance (quality, quantity, timeliness) as their non-teleworking counterparts at the central work site. List below the expectation for how work progress is communicated, and productivity/performance will be managed and assessed (e.g. structured daily or weekly check-ins, work status reports, dashboards, action plans).

Workspace, Equipment & Supplies

Each employee is required to maintain a remote work site that is safe, functional, ergonomically suitable and free from recognized hazards. The employee is responsible for costs associated with the setup and ongoing maintenance of the telework workspace (remodeling, furniture or lighting, repairs, or modifications to the workspace).

Technology Support & Requirements

Each employee is required to provide and maintain reliable internet connectivity and speed to support their work demands for the duration of the telework arrangement. In the event of equipment failure or service interruption, the employee must notify their supervisor immediately to discuss alternate assignments or other options.

Equipment/technology provided or paid for by the Town will be maintained by the Town and must be used for business purposes only. Remote working employees are subject to the same Town policies regarding the use of provided equipment as that of employees not working remotely. All Town property will be returned when the telecommuting arrangement is no longer valid, the equipment must be repaired or replaced, or another Town need arises.

Equipment provided to employee

Item	Date provided	Date returned	Notes/Asset No.
Computer			
Docking Station			
Mouse			
Keyboard			
Monitor			
Web cam			
Headset/microphone			
Printer			
Other:			
Other:			
Other:			
Other:			

Acknowledgements

I understand this Remote Work Agreement may be discontinued at any time by the Town, at the sole discretion of Town Administrator.

Initial: _____

I understand I am required to comply with all timekeeping and overtime requirements and regulations defined by local, state, or federal law (e.g., the Fair Labor Standards Act), applicable collective bargaining agreement, and Town policy

Initial _____

I agree to maintain the confidentiality of all Town information and documents and prevent unauthorized access to any Town system or information

Initial _____

I agree to report to the non-remote worksite as necessary, when requested/directed to do so by my supervisor.

Initial _____

I agree to report any accident or injury suffered, arising in the course of performing official duties at the alternate work location during the set work hours and to allow my supervisor or another Town agent to visit the alternate work location immediately after any accident or injury has occurred, if necessary.

Initial _____

I have read and understand this Remote Work Agreement and agree to all provisions, including those further detailed in this Agreement. I agree to be available, responsive, and productive during scheduled work hours. My duties, obligations, and responsibilities are the same as employees at non-remote locations, including my obligation to respond to voicemail, e-mail, and other messages in a timely manner. While remote working, I will work at the above-listed location(s) during my remote work schedule, unless I have received prior approval to temporarily work elsewhere. I will observe required rest and meal periods consistent with my employment status and Town policy. Any time off or overtime must be prearranged, preapproved, and recorded according to applicable policies, department guidelines, union contract terms, etc.

This Remote Work Agreement is not a contract of employment and does not provide any contractual rights to continued employment.

_____	_____
Employee Signature	Date

_____	_____
Supervisor Signature	Date

_____	_____
Town Administrator Signature	Date

**Resolution – Amend Personal
Policy 110**

Town of La Conner



RESOLUTION NO.

A RESOLUTION AMENDING POLICY 110 DEFINITIONS OF EMPLOYMENT STATUS

I. PURPOSE

To help provide uniformity and equity in applying personnel policies and benefits.

II. SCOPE

These definitions apply to all aspects of the employer as may be defined within this manual.

III. POLICY

The employer maintains standard definitions of employment status and classifies employees for purposes of personnel administration and related payroll transactions according to the following definitions:

Contractor -- An individual hired on a contract basis in which the employer develops the appropriate work expectations and guidelines through the contracting process.

Domestic Partner – The individual named in a state registered domestic partnership filed with the Washington Secretary of State pursuant to RCW 26.60.040.

Employer Premises -- All locations where there are Town of La Conner activities.

Exempt — ~~An Employees exempt from the overtime provisions of the whose positions meet specific tests established by the~~ Fair Labor Standards Act (FLSA) and state ~~law and who are exempt from overtime pay requirements.~~

Non-exempt -- Employees ~~whose positions do not meet~~ ~~covered by the overtime provisions of the~~ FLSA ~~exemption tests~~ and who are paid a multiple of their regular rate of pay for overtime, as required by federal and state law.

Non-Represented – Employees not represented by a labor union for purposes of establishing wages, hours, and conditions of employment.

Full-time (office staff) -- Employees scheduled to work 30 hours or more per week in a Regular position, which is established by the Town budget and expected to be an ongoing position.

Remote Working – Full or part-time employees that meet the criteria required by ~~the~~ Town Policy No. 125 to work remotely, and are designated as a remote worker.

Orientation Period Employee -- New employees with less than six (6) months of service.

Part-time (office staff) -- Employees scheduled to work less than 30 hours per week.

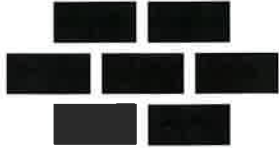
Part-time on-call/seasonal - Employees working in a temporary or on-call capacity up to 1000 hours per year.

Probationary Employee – The initial 6 calendar months of employment, “Probation,” is considered a continuation of the selection process. During this period the Employee’s work is still being evaluated and the Employee may be Discharged at any time without recourse to an appeal procedure. At-Will Employees remain AtWill and gain no additional rights after any Probationary period.

Regular -- The period of employment after completion of the Probationary period. Seasonal or Temporary positions do not have a Probationary period.~~Employees who have completed the six (6) months orientation period.~~

Temporary/Seasonal -- Employees who are hired for a pre-established period usually during peak workloads or for vacation relief, not to exceed 180 calendar days~~6 months~~. They may work a full-time or part-time schedule. They may be entitled to benefits when eligible under the benefit plan.

**Agreement – Cascade Chimney &
Masonry**



12017 60th Ave SE
Snohomish, WA, 98296-5220
(206) 650-9239
taylor.germann@outlook.com
<https://www.cascadechimney.org>
Tax Reg N°: 84-2013930

Cascade Chimney and Masonry

Estimate

For: Chris Smith- La Conner Public Works
pwstaff@townoflaconner.org
(360) 929-1004

Estimate No: 285
Date: 04/05/2024

Description	Quantity	Rate	Amount
Stone stove repair Grind and tuck point bad spots on stove, relay 2 stones, replace broken clean out door.	1	\$3,200.00	\$3,200.00
	Subtotal		\$3,200.00
	0%		\$0.00
	Total		\$3,200.00
Total			\$3,200.00

Comments

All work comes with a 5 year warranty.

Photo 1



Photo 2



Photo 3

