

TOWN OF LA CONNER

Council Packet

November 26, 2024



TOWN COUNCIL AGENDA

November 26, 2024 6 PM

**Upper Maple Center
204 Commercial Street**

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations: Beckwith Consultants – Subarea

V. CONSENT AGENDA

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

1. Approval of the Minutes: November 12, 2024 Council Meeting
Finance:
Approval of Accounts Payable
Approval of Payroll

VI. REPORTS

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

VII. UNFINISHED BUSINESS:

1. Center Street Project – Discussion
2. 2025 Budget Discussions
3. Uniform Development Code Update – Preliminary Approval

VIII. NEW BUSINESS

1. Agreement – Water Wastewater Services - WWTP
2. Agreement – Skagit County Sheriff – Policing
3. Agreement – Western Fireworks – 4th of July Show
4. Agreement - Skagit County Interlocal (Senior Center Funding)

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.

Town Hall Meetings are available for viewing only on our live portal at www.townoflaconner.com "technology permitting".

Consent Agenda

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

Town of La Conner
Town Council Meeting
November 12, 2024 – 6:00 p.m.

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

Present: Councilmembers Taylor, Carlson, Dole, Chamberlain and Wohleb.

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

Public Comments: No Comments

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the October 22, 2024 Council Meeting.

Checks	27513 - 27586	\$282,805.26
Electronic Pmts.	2018280 – U.S. Bank	\$194.52
	<u>2018281 – Invoice Cloud</u>	<u>\$167.80</u>
	Total Accounts Payable	\$283,167.58

Voided Check #27478

Payroll of November 5, 2024:

Checks 5988 - 5995		\$2,912.72
AWC Benefit Trust	#2018275	\$10,743.68
Deferred Comp	#2018276	\$2,488.16
PERS Retirement	#2018277	\$11,899.60
Teamsters Benefit	#2018278	\$8,926.00
Auto Payroll Taxes	#2018279	\$10,341.70
<u>Payroll Auto Deposit</u>		<u>\$29,935.96</u>
	Total Payroll	\$77,247.82

Councilmember Carlson moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Dole. Motion carried 5/0.

Revenue & Expenditure Reports:

Mayor Hanneman noted the taxes are on par to date.

Chamber Report:

Chamber Director Hurst was happy to report the positive responses from visitors and the merchants on changing First Street to one way. He also discussed the upcoming holiday events, such as Lady's Night Shopping on November 22nd, the Christmas Tree Lighting on December 7th and the Lighted Boat Parade on December 14th. The Birding Festival has been scheduled for January 25th and 26th.

Department Head Reports:

Public Works Department:

Public Works Director Lease stated the Asset Management Program is going well. The GPS for the utilities is up and running, but there is still a lot to do. Also discussed was the notice distributed to all the residents and businesses in Town, regarding a leaded line inventory. DOH has required identifying leaded and copper lines on all water meter connections for both the Town's and property owner's side. This will take some time to complete.

Mayor's Report:

Mayor Hanneman was happy to share the Chamber will be spearheading the Main Street Program. Also, she and Assistant Planner Eills visited the Jensen Art Center in Lynden. It has been very successful offering classes in music, textile and painting, as well as concerts, galleries and exhibits. She feels La Conner would benefit with something similar.

The last Saturday Coffee with the Mayor went well with representation from the Emergency Management Commission, Jerry George, who led discussions on neighborhood mapping. The next scheduled Saturday Coffee with the Mayor will be February 8, 2025.

Mayor Hanneman also stated there are several commission positions expiring at the end of the year needing reappointing or finding replacements.

Council Committee Reports:

Arts Commission:

Councilmember Taylor shared their next meeting is this Thursday the 14th at 10:30 am. They will be reviewing the success of Art's Alive. They have two positions expiring at the end of the year. The Arts Commission is the only commission that can't be reappointed.

Fire Boat:

Councilmember Carlson gave an update on the Fireboat. Three bids were submitted, with the lowest coming in at \$366,000. The Port has committed to \$100,000 for 2025 and 2026. The Fire Department will be doing some fund raising and the Mayor and Administrator will reach out to the refineries.

Emergency Management Commission:

Commissioner Doug Asbe reported they will finalize the Emergency Management Plan at their meeting next week with the recommendation before Council for approval at the November 26th meeting. There next focus for 2025 will be the neighborhood mapping and educating citizens on emergency preparedness. They also have a vacant position on the Commission.

Center Street Project:

Planner Davolio explained there has not been a meeting with the County regarding the elevator issues. Apparently County Staff has been on vacation.

Resolution 647 – County Wide Planning Policy Updates:

This was brought before Council at the last meeting with the consensus to table it for more time to review. Administrator Thomas recapped the process and updates for Council approval.

Councilmember Dole moved to approve the County Wide Planning Updates. Motion seconded by Councilmember Carlson. Motion carried 5/0.

Transportation Element Updates:

Planner Davolio explained this addresses parking and non-motorized transportation. He went on to discuss the possibility of Skagit Transit routes increased for La Conner and Shelter Bay, a Trolley to bring people from the parking lots to First Street and increasing the number of EV Stations. He is asking Council for approval to send the preliminary Transportation Element updates to the State for the 60-day review.

Councilmember Wohleb moved to approve the sending the Preliminary Transportation Element Updates to the State for the 60-day review. Motion seconded by Councilmember Taylor. Motion carried 5/0.

PUBLIC HEARING: - 2025 Preliminary Budget

6:38 pm Mayor Hanneman opened the Hearing for the 2025 Preliminary Budget.

No Comments

6:39 pm Mayor Hanneman closed the Hearing for the 2025 Preliminary Budget.

2025 Preliminary Budget Discussions:

Finance Director DeGoede updated Council with changes since the last budget discussions. Changes and additions are as follows:

- Increase Council Stipends from \$175.00 a month to \$200 a month/Council Computer Replacements \$2750
- Increase the Mayor's stipend from \$900.00 a month to \$1000 a month/Mayor Computer Replacement \$550
- Public Works seasonal hire of \$36,598 distributed through funds to include Water, Drainage, Parks, Streets and Facilities.
- Added fencing of Maple Park at \$8000

- Updated insurance rates and other benefit costs.

Most of the benefit rates for 2025 have been received and updated in the budget, but there are still a few more that won't be a significant difference.

PUBLIC HEARING: - 2025 Property Tax Revenue Source.

6:47 pm Mayor Hanneman opened the Hearing for the 2025 Preliminary Budget.

No Comments

6:50 pm Mayor Hanneman closed the Hearing for the 2025 Preliminary Budget.

Resolution 648 – 2025 Property Tax Revenue Source:

After discussions, Council decided for Banked Capacity and not take the 1% increase for 2025.

Councilmember Chamberlain moved to approve not take the 1% property tax increase for 2025 and banking the capacity (change resolution to reflect this). Motion seconded by Councilmember Dole. Motion carried 5/0.

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

After discussions, it was the consensus of Council to table the agreement and look into reducing the cost of the fireworks show to \$10,000. Administrator Thomas will look into it.

Ordinance 1251 – 2025 Budget Amendments:

Finance Director DeGoede noted this increases both revenues and expenditures due to the CDBG Grant and the Comprehensive Plan Update Grant.

Councilmember Taylor moved to approve the Ordinance 1251 amending the 2025 Budget. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Resolution 649 – Appointment to the Emergency Management Commission – Wilson:

Mayor Hanneman introduced Dr. Brianna Wilson and appointed her to the Emergency Management Commission.

Councilmember Dole moved to approve Resolution 649 appointing Dr. Brianna Wilson the Emergency Management Commission. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Executive Session:

Mayor Hanneman stated there will be an Executive Session to discuss real estate. It shouldn't exceed fifteen minutes. No decisions are expected to be made.

7:05 p.m. Mayor Hanneman Opened the Executive Session

7:18 p.m. Mayor Hanneman Closed the Executive Session

There being no further business the meeting ended at 7:19 p.m.

Maria DeGoede, Finance Director

Marna Hanneman, Mayor



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for **the November 26, 2024** **Claims** have been received and that;

Checks Numbered:	27587 - 27621	\$179,777.20
Auto Payments:	#2018283 – Excise Tax	\$9,357.12
	#2018284 – WA Fed Bank	\$107.14

Voided Check 27506

Are approved for a total payment of \$189,241.46 this 26th day of November 2024.

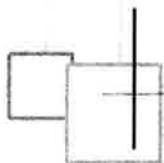


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Ackermann Electric Co.	27587			2024 - November - 2nd Council Meeting	
Invoice - 2917					
Replace Lights in Lab					
		409-000-535-80-48-01		Plant Repair & Maintenance	\$225.18
Total Invoice - 2917					
	Total 27587				\$225.18
Total Ackermann Electric Co.					\$225.18
Arne Svendsen Trucking, Inc.	27588			2024 - November - 2nd Council Meeting	
Invoice - 62961					
Concrete Haul & Dump Fees - 11/4/24					
		409-000-535-80-48-01		Plant Repair & Maintenance	\$671.34
Total Invoice - 62961					
	Total 27588				\$671.34
Invoice - 62985					
Concrete Haul & Dump Fees - 11/5/24					
		409-000-535-80-48-01		Plant Repair & Maintenance	\$2,903.58
Total Invoice - 62985					
	Total 27588				\$2,903.58
Invoice - 63021					
1 1/4"x0" Crushed Rock					
		409-000-535-80-48-01		Plant Repair & Maintenance	\$781.94
Total Invoice - 63021					
	Total Arne Svendsen Trucking, Inc.				\$781.94
Invoice - 63031					
Concrete Haul & Dump Fees - 11/15/24					
		409-000-535-80-48-01		Plant Repair & Maintenance	\$977.31
Total Invoice - 63031					
	Total 27588				\$977.31
					\$5,334.17
					\$5,334.17

Vendor	Number	Reference	Account Number	Description	Amount
Birch Equipment					
	27589			2024 - November - 2nd Council Meeting	
		Invoice - w10910-5			
			Battery Blower w Charger		
			002-000-576-80-35-00	Small Tools & Equipment	\$1,370.84
					\$1,370.84
			Total Invoice - w10910-5		\$1,370.84
					\$1,370.84
		Total 27589			
Total Birch Equipment					
Canon Financial Services INC.					
	27590			2024 - November - 2nd Council Meeting	
		Invoice - 36185341			
			Copier Lease		
			001-000-518-30-40-00	Lease Agreement Tax	\$10.47
			001-000-591-31-70-00	Rents & Leases - Longterm	\$121.67
			70%		
			401-000-534-80-40-00	Lease Agreement Tax	\$2.24
			401-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
			15%		
			409-000-535-80-40-00	Lease Agreement Tax	\$2.24
			409-000-591-31-70-00	Rents & Leases - Longterm	\$26.07
			15%		
		Total Invoice - 36185341			\$188.76
					\$188.76
		Total 27590			\$188.76
Total Canon Financial Services INC.					
Cascade Natural Gas Corp					
	27591			2024 - November - 2nd Council Meeting	
		Invoice - CascadeGasNov2024			
			Utility - Gas		
			001-000-518-30-47-00	Public Utility Services	\$260.83
			204 Douglas-Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$170.16
			12142 Chilberg-Fire Hall		
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$107.25
			108 Commercial-MH/MC		
			003-000-575-50-47-02	Public Utility Services-GC	\$247.61
			622 S 2nd Street-GC		
			401-000-534-80-47-00	Public Utility Services	\$151.21
			604 N 3rd Street - PW		
			409-000-535-80-47-00	Public Utility Services	\$223.94
			12154 Chilberg - WWTP		
			409-000-535-80-47-00	Public Utility Services	\$902.65

Vendor	Number	Reference	Account Number	Description	Amount
			12154 B Chilberg - Sewer		
		Total Invoice - CascadeGasNov2024			\$2,063.65
Total 27591					\$2,063.65
Total Cascade Natural Gas Corp					\$2,063.65
Chase, Jacqueline	27592			2024 - November - 2nd Council Meeting	
		Invoice - ChaseGCDepRef11/9/24			
		Chase Garden Club Dep Ref 11/9/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - ChaseGCDepRef11/9/24			\$215.00
Total 27592					\$215.00
Total Chase, Jacqueline					\$215.00
City of Anacortes	27593			2024 - November - 2nd Council Meeting	
		Invoice - CityofAnacortes10/24			
		Oct 2024 Water Charges			
		401-000-534-80-33-00		Purchase of Wholesale Water	\$30,643.00
		Water sales			
		Total Invoice - CityofAnacortes10/24			\$30,643.00
Total 27593					\$30,643.00
Total City of Anacortes					\$30,643.00
Commercial Fire Protection Inc.	27594			2024 - November - 2nd Council Meeting	
		Invoice - 73224			
		Fire Service Bypass w CV Rubber Kit			
		001-000-522-20-48-01		Building Repair & Maintenance	\$550.74
		Total Invoice - 73224			\$550.74
Total 27594					\$550.74
Total Commercial Fire Protection Inc.					\$550.74
Edge Analytical	27595			2024 - November - 2nd Council Meeting	
		Invoice - 24-31910			
		Effluent/Biosolid Belt Press Testing			
		409-000-535-80-48-05		Materials/Testing	\$257.00
		Sewer Testing			
		412-000-554-90-48-05		Compost Testing/Materials	\$430.00
		Compost Testing Biosolids			
		Total Invoice - 24-31910			\$687.00

Supplier Number	Reference	Account Number	Description	Amount
	Invoice - 24-32931			
	Coliform Testing			
	401-000-534-80-41-00		Professional Services	\$25.00
		Water Testing Samples		
	Total Invoice - 24-32931			\$25.00
	Invoice - 24-33833			
	Coliform Testing			
	401-000-534-80-41-00		Professional Services	\$25.00
		Water Testing Samples		
	Total Invoice - 24-33833			\$25.00
Total 27595				\$737.00
Total Edge Analytical				\$737.00
Fastenal Company				
27596			2024 - November - 2nd Council Meeting	
	Invoice - WAANA158884			
	Hose Barb			
	409-000-535-80-31-00		Office & Operating Supplies	\$110.69
	Total Invoice - WAANA158884			\$110.69
	Invoice - WAANA159025			
	Hose Ferrule			
	409-000-535-80-31-00		Office & Operating Supplies	\$188.92
	Total Invoice - WAANA159025			\$188.92
Total 27596				\$299.61
Total Fastenal Company				\$299.61
Frontline Cleaning Services				
27597			2024 - November - 2nd Council Meeting	
	Invoice - 37419			
	Public Restroom Cleaning			
	003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$2,635.00
	Total Invoice - 37419			\$2,635.00
Total 27597				\$2,635.00
Total Frontline Cleaning Services				\$2,635.00
Grainger				
27598			2024 - November - 2nd Council Meeting	
	Invoice - 9305544224			
	Dipper			
	409-000-535-80-31-00		Office & Operating Supplies	\$265.94
	Total Invoice - 9305544224			\$265.94
Total 27598				\$265.94
Total Grainger				\$265.94

Vendor	Number	Reference	Account Number	Description	Amount
Guardian Security	27599			2024 - November - 2nd Council Meeting	
		Invoice - 1551781		Maple Hall Fire Alarm Inspection	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$1,103.60
		Total Invoice - 1551781			\$1,103.60
		Invoice - 1552514		Smoke & Heat Detector Replacements	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$921.07
		Total Invoice - 1552514			\$921.07
	Total 27599				\$2,024.67
Total Guardian Security					\$2,024.67
H.D. Fowler Company	27600			2024 - November - 2nd Council Meeting	
		Invoice - 16881225		2" Bronze Adapter & Hose Clamp	
			401-000-534-80-48-00	Repair & Maintenance	\$98.08
		Total Invoice - 16881225			\$98.08
	Total 27600				\$98.08
Total H.D. Fowler Company					\$98.08
Herron Valley, Inc	27601			2024 - November - 2nd Council Meeting	
		Invoice - 1124208		Cleaned Wet Well & Degritter	
			409-000-535-80-48-03	Pipe Repair & Maintenance	\$5,896.10
		Total Invoice - 1124208			\$5,896.10
	Total 27601				\$5,896.10
Total Herron Valley, Inc					\$5,896.10
John H. Hanks	27602			2024 - November - 2nd Council Meeting	
		Invoice - 7714		License Renewals, Email & Phone Setups & Computer Maint.	
			001-000-518-30-48-00	Computer/Server Maintenance	\$681.40
			401-000-534-80-41-00	Professional Services	\$1,199.08
		Total Invoice - 7714			\$1,880.48
	Total 27602				\$1,880.48
Total John H. Hanks					\$1,880.48

Vendor	Number	Reference	Account Number	Description	Amount
L.N. Curtis & Sons					
	27603			2024 - November - 2nd Council Meeting	
		Invoice - INV883105			
			Pull-On Firefighter Boots		
			001-000-522-20-37-00	VFF Gear Allowance	\$673.37
					\$673.37
		Total Invoice - INV883105			\$673.37
					\$673.37
	Total 27603				
Total L.N. Curtis & Sons					
La Conner Chamber of Commerce					
	27604			2024 - November - 2nd Council Meeting	
		Invoice - LacChamberMHDepReimb10/12/24			
			La Conner Chamber Maple Hall Dep Reimb 10/12/24		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$805.00
					\$805.00
		Total Invoice - LacChamberMHDepReimb10/12/24			\$805.00
					\$805.00
	Total 27604				
Total La Conner Chamber of Commerce					
La Conner Weekly News					
	27605			2024 - November - 2nd Council Meeting	
		Invoice - 11556			
			Senior Center Ad		
			001-000-575-50-41-00	Senior Center Prof Services	\$28.80
					\$28.80
		Total Invoice - 11556			\$28.80
					\$28.80
	Total 27605				
Total La Conner Weekly News					
Puget Sound Energy					
	27606			2024 - November - 2nd Council Meeting	
		Invoice - PSENov2024			
			Utility - Electric		
			001-000-518-30-47-00	Public Utility Services	\$269.47
			204 Douglas St -Town Hall		
			001-000-522-20-47-00	Public Utility Services	\$532.26
			12142 Chilberg - Fire Dept		
			002-000-576-80-47-00	Public Utility Services	\$43.11
			1339 Connor Way - Pioneer Park Gazebo		
			002-000-576-80-47-00	Public Utility Services	\$13.30
			1340 Conner Way		
			002-000-576-80-47-00	Public Utility Services	\$29.42
			1339 Conner Way Lights - Pioneer Park Lights		
			002-000-576-80-47-00	Public Utility Services	\$22.95
			100 Morris - Gilkey Square		
			002-000-576-80-47-00	Public Utility Services	\$164.91
			100 Washington Ave Light- St End Park		

Number	Reference	Account Number	Description	Amount
		003-000-575-50-47-01	Public Utility Services-MH/MC	\$10.85
		104 Commercial - Maple Hall		
		003-000-575-50-47-02	Public Utility Services-GC	\$41.52
		622 S 2nd Street - Garden Club		
		003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$57.21
		304 Morris St -Public Restroom		
		003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$84.71
		613 1st Street - Public Restroom		
		005-000-542-63-47-00	Public Utility Services	\$817.41
		Street lights Acct #300000001705		
		005-000-542-63-47-00	Public Utility Services	\$597.49
		125 1st Street LC Post Office #300000002505		
		005-000-542-63-47-00	Public Utility Services	\$425.27
		1st Street Lights #220005384221		
		005-000-542-63-47-00	Public Utility Services	\$31.74
		100 Sherman St		
		005-000-542-63-47-00	Public Utility Services	\$80.97
		3rd & Douglas		
		005-000-542-63-47-00	Public Utility Services	\$72.52
		12100 Chilberg - Flag pole/Monument lights		
		401-000-534-80-47-00	Public Utility Services	\$301.47
		604 N 3rd Street - PW Shop-300000002695		
		401-000-534-80-47-00	Public Utility Services	\$14.73
		1200 S 4th St - Water Tank		
		403-000-531-38-47-00	Public Utility Service	\$241.68
		213 Caledonia - Drainage Pump		
		403-000-531-38-47-00	Public Utility Service	\$116.85
		102 S 6th St - Drainage Pump		
		409-000-535-80-47-00	Public Utility Services	\$45.69
		622 1st Street - Sewage Vault		
		409-000-535-80-47-00	Public Utility Services	\$34.78
		602 N 3rd Street - Pump		
		409-000-535-80-47-00	Public Utility Services	\$10.21
		12154 Chilberg - WWTP Fuel Station		
		409-000-535-80-47-00	Public Utility Services	\$4,640.86
		12154 Chilberg Rd WWTP		
		Total Invoice - PSEN0v2024		\$8,701.38
Total 27606				\$8,701.38
Total Puget Sound Energy				\$8,701.38

Vendor	Number	Reference	Account Number	Description	Amount
Quality Services	27607			2024 - November - 2nd Council Meeting	
		Invoice - QualSvc10/2024			
		Oct 2024 Facility Cleaning			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$1,740.00
		Total Invoice - QualSvc10/2024			\$1,740.00
	Total 27607				\$1,740.00
Total Quality Services					\$1,740.00
Roselia Zamora	27608			2024 - November - 2nd Council Meeting	
		Invoice - ZamoraMHDepRef11/16/24			
		Zamora Maple Hall Dep Ref 11/16/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$810.00
		Total Invoice - ZamoraMHDepRef11/16/24			\$810.00
	Total 27608				\$810.00
Total Roselia Zamora					\$810.00
Scott & Chelsea Jewell	27609			2024 - November - 2nd Council Meeting	
		Invoice - JewellGCDepRef11/2/24			
		Jewell Garden Club Dep Ref 11/2/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - JewellGCDepRef11/2/24			\$215.00
	Total 27609				\$215.00
Total Scott & Chelsea Jewell					\$215.00
Skagit Artists	27610			2024 - November - 2nd Council Meeting	
		Invoice - SkaArt2024HMDistribution			
		Skagit Artists 2024 Hotel Motel Distribution			
		123-000-573-90-30-06		Skagit Artist's Together	\$1,000.00
		Total Invoice - SkaArt2024HMDistribution			\$1,000.00
	Total 27610				\$1,000.00
Total Skagit Artists					\$1,000.00
Skagit County Historical Museum	27611			2024 - November - 2nd Council Meeting	
		Invoice - SkCoMuseumMHDepRef11/2/24			
		Skagit Co. Historical Museum Maple Hall Dep Ref 11/2/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$950.00
		Total Invoice - SkCoMuseumMHDepRef11/2/24			\$950.00
	Total 27611				\$950.00
Total Skagit County Historical Museum					\$950.00

Vendor Number	Description	Amount
Skagit County Sheriff Office 27612	2024 - November - 2nd Council Meeting	
Invoice - 3776		
Policing Services 001-000-521-20-41-00	Professional Services Skagit Co Sheriff contract	\$87,176.00
Total Invoice - 3776		\$87,176.00
Total 27612		\$87,176.00
Total Skagit County Sheriff Office		\$87,176.00
T & T Recovery 27613	2024 - November - 2nd Council Meeting	
Invoice - T2443-010		
Dumpster/Recycle 409-000-535-80-48-01	Plant Repair & Maintenance	\$175.00
Total Invoice - T2443-010		\$175.00
Invoice - T2446-010		
Dumpster/Recycle 409-000-535-80-48-01	Plant Repair & Maintenance	\$1,405.00
Total Invoice - T2446-010		\$1,405.00
Total 27613		\$1,580.00
Total T & T Recovery		\$1,580.00
Tom Robbins 27614	2024 - November - 2nd Council Meeting	
Invoice - Robbins11.26Reimb		
Original Reimbursement Check Lost in the Mail 001-000-518-90-40-00	Miscellaneous	\$875.00
Total Invoice - Robbins11.26Reimb		\$875.00
Total 27614		\$875.00
VoidCk-27506	2024 - November - 2nd Council Meeting	
Invoice - VoidCheck27506		
Void Check #27506-Check Lost in the Mail 001-000-518-90-40-00	Miscellaneous	(\$875.00)
Total Invoice - VoidCheck27506		(\$875.00)
Total VoidCk-27506		(\$875.00)
Total Tom Robbins		\$0.00
Town of La Conner 27615	2024 - November - 2nd Council Meeting	
Invoice - C10-2024		
Oct 2024 Sewer Service Charges 412-000-554-90-47-00	Compost Treatment Chgs - 409	\$10,833.34
Total Invoice - C10-2024		\$10,833.34

Vendor	Number	Description	Category	Amount
Invoice - S 10-2024				
		Oct 2024 Sludge Disposal Costs		
		409-000-535-80-47-02	Sludge Disposal - 412	\$2,500.00
		Total Invoice - S 10-2024		\$2,500.00
Total 27615				\$13,333.34
Total Town of La Conner				\$13,333.34
U.S. Bank		2024 - November - 2nd Council Meeting		
27616		Invoice - AlliedBW72165B		
		Fasteners/Cutting Edge		
		005-000-543-10-48-02	Vehicle Repair & Maintenance	\$59.56
		Total Invoice - AlliedBW72165B		\$59.56
		Invoice - Amazon0657014		
		Business Cards		
		412-000-554-90-48-06	Compost Machinery/Equip	\$35.56
		Total Invoice - Amazon0657014		\$35.56
		Invoice - Amazon1689063		
		OSHA First Aid Kit		
		401-000-534-80-48-02	Vehicle Repair & Maintenance	\$19.49
		Total Invoice - Amazon1689063		\$19.49
		Invoice - Amazon1953054		
		Carabiner Clips & Spring Snap Hooks		
		002-000-576-80-48-01	Building Repair & Maintenance	\$28.21
		Total Invoice - Amazon1953054		\$28.21
		Invoice - Amazon2398638		
		Fire Extinguisher w Valve		
		401-000-534-80-48-02	Vehicle Repair & Maintenance	\$80.36
		Total Invoice - Amazon2398638		\$80.36
		Invoice - Amazon4928276		
		Deer Crossing Warning Signs		
		005-000-542-64-48-04	Signage Repair & Maintenance	\$65.06
		Total Invoice - Amazon4928276		\$65.06
		Invoice - Amazon6039427		
		Toner Cartridges		
		001-000-518-30-31-00	Office & Operating Supplies	\$358.36
		Total Invoice - Amazon6039427		\$358.36
		Invoice - Amazon6929834		
		Lighter & Flex Wand Lighters		
		003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$24.52
		Total Invoice - Amazon6929834		\$24.52
		Invoice - APA407392		
		Planning Conference - Eills		
		001-000-558-60-49-02	Training & Meetings	\$305.00
		Total Invoice - APA407392		\$305.00

Journal Number	Reference	Account Number	Description	Amount
	Invoice - CambLodge10/15			
	Fire Training/Conference - Meal			
	001-000-522-20-49-02		Training & Meetings	\$86.35
	Total Invoice - CambLodge10/15			\$86.35
	Invoice - CitBell10/24			
	Parking for AWC Conf.			
	001-000-513-10-43-01		Admin Travel	\$3.00
	Total Invoice - CitBell10/24			\$3.00
	Invoice - CoComPizza10/14			
	Fire Training/Conference - Meal			
	001-000-522-20-49-02		Training & Meetings	\$79.92
	Total Invoice - CoComPizza10/14			\$79.92
	Invoice - Costco207810			
	Halloween Candy for Town Parade			
	001-000-518-90-40-00		Miscellaneous	\$39.98
	Total Invoice - Costco207810			\$39.98
	Invoice - CrashPln48013			
	Server Backup			
	001-000-518-30-48-00		Computer/Server Maintenance	\$54.25
		Server Backup		
	Total Invoice - CrashPln48013			\$54.25
	Invoice - DOL189797016			
	Licensing of the Dump Truck			
	401-000-534-80-31-00		Office & Operating Supplies	\$64.00
	Total Invoice - DOL189797016			\$64.00
	Invoice - GFOA10/30			
	WFOA - GAAP Updates - DeGoede			
	001-000-514-23-49-02		Training & Meetings	\$150.00
	Total Invoice - GFOA10/30			\$150.00
	Invoice - GreenRiv11/7			
	Waterworks Renewal Fee - Lease			
	401-000-534-80-49-02		Training & Meetings	\$42.00
	Total Invoice - GreenRiv11/7			\$42.00
	Invoice - HomDepotWM87471228			
	Inspection Camera			
	403-000-531-38-35-00		Small Tools & Equipment	\$351.83
	Total Invoice - HomDepotWM87471228			\$351.83
	Invoice - IMSA11/7			
	Annual Dues			
	005-000-543-10-48-00		Repair & Maintenance	\$100.00
	Total Invoice - IMSA11/7			\$100.00
	Invoice - INV280362214			
	Zoom Monthly Charge			
	001-000-518-30-31-00		Office & Operating Supplies	\$278.80
	Total Invoice - INV280362214			\$278.80

Vendor Number	Reference	Account Number	Description	Amount
Invoice - MarcCocina10/16				
	Fire Training/Conference - Meal			
	001-000-522-20-49-02		Training & Meetings	\$134.18
Total Invoice - MarcCocina10/16				
Invoice - MRSCRost73014				
	Annual Membership			
	001-000-518-30-41-00		Professional Services	\$878.33
	401-000-534-80-41-00		Professional Services	\$878.34
	409-000-535-80-41-00		Professional Services	\$878.33
Total Invoice - MRSCRost73014				
Invoice - O'NeilConf10/11				
	La Conner School Training - Meal/Lunch			
	001-000-522-20-49-02		Training & Meetings	\$34.85
Total Invoice - O'NeilConf10/11				
Invoice - PionMkt10/21				
	Spackle for Wall Repair			
	003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$10.30
Total Invoice - PionMkt10/21				
Invoice - Prime20241697				
	Annual Prime Membership			
	001-000-514-23-49-00		Dues & Subscriptions	\$165.00
	002-000-576-80-31-00		Office & Operating Supplies	\$25.46
	003-000-575-50-31-00		Office & Operating Supplies	\$25.45
	005-000-542-65-31-00		Office & Operating Supplies	\$50.00
	401-000-534-80-49-00		Dues & Subscriptions	\$200.00
	403-000-531-38-31-00		Office & Operating Supplies	\$76.00
Total Invoice - Prime20241697				
Invoice - SafeWay10/14/				
	Fire Training/Conference - Meal Supplies			
	001-000-522-20-49-02		Training & Meetings	\$157.91
Total Invoice - SafeWay10/14/				
Invoice - TelDet11/7				
	O2 Sensor			
	403-000-531-38-35-00		Small Tools & Equipment	\$112.94
Total Invoice - TelDet11/7				
Invoice - ThFinJack				
	Fire Training/Conference - Meal			
	001-000-522-20-49-02		Training & Meetings	\$50.70
Total Invoice - ThFinJack				
Invoice - Tillinghast11/7				
	Fire Hall Key			
	001-000-522-20-48-01		Building Repair & Maintenance	\$5.41
Total Invoice - Tillinghast11/7				

Vendor Number	Reference	Account Number	Description	Amount
	Invoice - WalMt10/22			
	Annual Clothing Allowance - Sherman	401-000-534-80-35-00	Small Tools & Equipment	\$159.74
	Total Invoice - WalMt10/22			\$159.74
	Invoice - WFOA10/25			
	Accounting Webinar - DeGoede	001-000-514-23-49-02	Training & Meetings	\$75.00
	Total Invoice - WFOA10/25			\$75.00
	Invoice - WSU46098813			
	Pesticide Certification - Palaniuk	002-000-576-80-49-02	Training & Meetings	\$120.00
	Total Invoice - WSU46098813			\$120.00
Total 27616				\$6,264.19
Total U.S. Bank				\$6,264.19
ULINE				
27617			2024 - November - 2nd Council Meeting	
	Invoice - 185319369			
	Doorknob Clear Bag Hangers	401-000-534-80-48-03	System Repair & Maintenance	\$77.93
	Total Invoice - 185319369			\$77.93
Total 27617				\$77.93
Total ULINE				\$77.93
USA Bluebook				
27618			2024 - November - 2nd Council Meeting	
	Invoice - INV00535498			
	Hach Nitrate	409-000-535-80-31-00	Office & Operating Supplies	\$208.96
	Total Invoice - INV00535498			\$208.96
Total 27618				\$208.96
Total USA Bluebook				\$208.96
Verizon Wireless				
27619			2024 - November - 2nd Council Meeting	
	Invoice - 9978126046			
	Cell Phones	001-000-513-10-42-00	Mayor's Communications	\$43.73
	Mayor	001-000-521-70-42-00	Communications-Code Enf	\$26.58
	Code Enforcement/Split with Fire	001-000-522-20-42-00	Communications	\$66.58

Vendor	Number	Reference	Account Number	Description	Amount
				Fire Dept./Split w Code & 2nd Remote	
		Total Invoice - 9978126046			\$136.89
Total 27619					\$136.89
Total Verizon Wireless					\$136.89
WA State DOR - Excise Tax					
2018283				2024 - November - 2nd Council Meeting	
		Invoice - DOROct2024ExciseTax			
		Oct 2024 Excise Tax			
		401-000-534-80-49-03		Excise Taxes	\$5,627.26
		403-000-531-38-49-03		Excise Taxes	\$566.23
		409-000-535-80-49-01		Excise Taxes	\$1,523.58
		412-000-554-90-49-01		Compost Sales Tax	\$273.84
		412-000-554-90-49-02		Excise Taxes	\$1,366.21
		Total Invoice - DOROct2024ExciseTax			\$9,357.12
Total 2018283					\$9,357.12
Total WA State DOR - Excise Tax					\$9,357.12
Washington Federal Bank					
2018284				2024 - November - 2nd Council Meeting	
		Invoice - HarIClk11/20/24			
		Bank Deposit Slips/Books			
		001-000-518-30-31-00		Office & Operating Supplies	\$107.14
		Total Invoice - HarIClk11/20/24			\$107.14
Total 2018284					\$107.14
Total Washington Federal Bank					\$107.14
Washington State Governors					
27620				2024 - November - 2nd Council Meeting	
		Invoice - WAGovenorsMHDepRef11/14/24			
		WA State Gov Maple Hall Dep Ref 11/14/24			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$380.00
		Total Invoice - WAGovenorsMHDepRef11/14/24			\$380.00
Total 27620					\$380.00
Total Washington State Governors					\$380.00

Vendor	Number	Reference	Account Number	Description	Amount
Wave Broadband	27621			2024 - November - 2nd Council Meeting	
		Invoice - WAVENov2024-2			
		Internet & Phones			
		001-000-518-30-42-00		Communications	\$689.70
		TH Internet & phones			
		001-000-522-20-42-00		Communications	\$159.86
		Fire Dept			
		003-000-575-50-42-01		Communications-MH/MC	\$227.94
		MH/MC Internet & phones			
		409-000-535-80-42-00		Communications	\$190.62
		WWTP			
		Total Invoice - WAVENov2024-2			\$1,268.12
	Total 27621				\$1,268.12
Total Wave Broadband					\$1,268.12
Grand Total		Vendor Count	37		\$189,241.46



Town of La Conner

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



Maria DeGoede, Finance Director

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

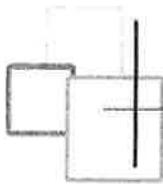
Payroll checks numbered 5996 through 6002	\$2,317.55
Auto Payments:	
Payroll Taxes #2018282	\$8,991.40
Payroll Auto Deposit	\$26,915.50

are approved for a total payment of **\$38,224.45** this 26th day of November, 2024.

Councilmember – Finance Committee

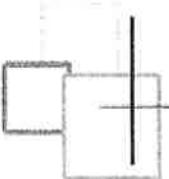
Councilmember – Finance Committee

Councilmember



Register

FISCAL PERIOD		AMOUNT
5996	Dept of Labor & Industry	\$1,106.85
5997	Employment Security	\$76.06
5998	North Coast Credit Union	\$150.00
5999	Paid Family & Medical Leave	\$200.96
6000	Teamsters Local No. 231	\$186.50
6001	Wa Cares Fund	\$127.08
6002	Washington State Support Registry	\$470.10
2018282	Washington Federal	\$8,991.40
<u>Direct Deposit Run -</u>	Payroll Vendor	\$26,915.50
<u>11/18/2024</u>		\$38,224.45



Register Activity

Row#	Payroll Vendor	Posting Reference	Post Date	Post Amount
1	Direct Deposit Run - 11/18/2024	2024 - November - 2nd Council Meeting		\$26,915.50
2	Eills, Ajah G	Posting Run - 11/18/2024 7:44:07 AM		\$1,862.62
3	Herring, Jennifer M	Posting Run - 11/18/2024 7:44:07 AM		\$1,480.88
4	Johnson, Brittany	Posting Run - 11/18/2024 7:44:07 AM		\$704.89
5	Kerley-DeGoede, Maria A	Posting Run - 11/18/2024 7:44:07 AM		\$2,290.14
6	Lease, Brian	Posting Run - 11/18/2024 7:44:07 AM		\$3,086.45
7	Palaniuk, Kevin R	Posting Run - 11/18/2024 7:44:07 AM		\$2,596.41
8	Park, Todd W	Posting Run - 11/18/2024 7:44:07 AM		\$2,325.54
9	Peña-Ayon, Manuel A	Posting Run - 11/18/2024 7:44:07 AM		\$1,470.07
10	Reinstra, Aaron M.	Posting Run - 11/18/2024 7:44:07 AM		\$1,989.00
11	Sherman, Albert R	Posting Run - 11/18/2024 7:44:07 AM		\$1,867.72
12	Smith, Christopher	Posting Run - 11/18/2024 7:44:07 AM		\$2,328.61
13	Thomas, Scott G	Posting Run - 11/18/2024 7:44:07 AM		\$3,052.91
14	Viola, Angela T	Posting Run - 11/18/2024 7:44:07 AM		\$1,860.26
				\$26,915.50

Reports

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

**Administrator's
Report**



MEMORANDUM

TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: November 21, 2024

1. Flooding. La Conner experienced its first King Tide series of the winter on November 17, 18, 19 and 20 and escaped with minor flooding. The 20th came as a bit of a surprise, as we did not expect to see high water on that date. Members of the Public Works crew and the Fire Department showed up in force over the weekend, in the early morning, and their dedication should be acknowledged. High tides are expected on December 12 – 19 (except for 12/14); December 31 – January 8; and again on January 12 – 16.

For the channel, it appears as though wind, barometric pressure, and discharge from the Skagit are the trouble-makers that can combine with the usual planetary forces that create tides to result in unusually high King, or Spring tides. In the future, when it looks likely that significant flooding may occur, we anticipate recruiting volunteers to go door-to-door to advise residents and businesses who are at risk of flooding of the circumstances so that nobody is caught unawares. Please let me know if you would be interested in joining our team(s).

2. Notices. We have observed that many residents of the greater La Conner area are avid users of social media, and in particular Facebook. Staff is working towards establishing a page that will be used to post Town announcements of various types, including such things as emergencies, meeting notices, PW events (street closures, water main work that require service interruption, etc.) Because of public records requirements, we intend to disallow any comments on the page. Hopefully, this will provide

3. Strategic Plan. This past summer, Council updated the La Conner Strategic Plan. I have attached an update to show the progress we have made this year.

4. Events. By the time you read this, the Chamber's Jingle Belle event will have been recorded as a success. Other events include the following:

Tiny Trees	Nov. 23, 4:00 – 7:00, Maple Hall
Christmas Past	Nov. 30, 11:00 – 5:00, Downtown
Breakfast with Santa/Craft Sale	Dec. 7, 8:00 – 11:00, Maple Hall
My Adult & Me: A Winter "Craftaganza"	Dec. 7, 1:00 – 3:00 MONA
Tree Lighting	Dec. 7, 5:00 – 6:00 Gilkey Square

5. Skagit 911. The 911 board has developed a new funding structure, which will soon be presented to member agencies (including La Conner). Under this revised structure, a base fee in the amount of \$5,474 will be charged to each entity for fire dispatching, along with a charge for the number of calls to 911. La Conner's total fee will increase by 374%. In actual dollars, the increase will be \$5,405. Other agencies cost adjustments ranged from a 4% reduction (Anacortes) to a 1,147% increase (FD 16).

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

1. A Robust, Affordable, and Inclusive Economy

A. Facilitate increased housing diversity and affordability.

First Step: Develop and implement a Housing Strategy with a strong focus on partnerships.

November, 2024: The Planning Department and the Planning Commission are currently working on this important issue in conjunction with their efforts to update the comprehensive plan by July 1, 2025. In addition, the Planning Department has engaged in discussions with various entities as part of the sub-area plan that is currently underway.

B. Leverage City plans and regulations to facilitate development in line with community desires.

First Step **2024**: Update our Comprehensive Plan, including zoning and codes.

November, 2024: The Planning Department and the Planning Commission are currently working on this issue in conjunction with their efforts to update the comprehensive plan by July 1, 2025.

C. Support the regional agricultural industry.

First Step: Identify appropriate roles for the Town, potentially including hosting a farmer's market.

November, 2024: We have had conversations with the Port of Skagit regarding a farmer's market. The Port has expressed interest at the idea, but we have not taken any other steps at this time.

D. Partner with the Port of Skagit to develop Port-owned properties.

First Step: Expand our engagement and partnership with Port Commissioners.

November, 2024: We have had conversations with the Port of Skagit regarding their development plans. We will assist at such time as the Port wishes to proceed.

E. Create an Economic Development Plan.

November, 2024: The Skagit Council of Governments is currently working on a county-wide economic development strategy ("CEDS"), and will be completing that this year. Once that is accomplished, the Town will be able to leverage that document to create its own plan.

F. Explore the development of an artist/farmer's market.

First Step: Identify public and private partners.

November, 2024: See section "C" above.

2. Public Safety

A. Make needed capital investments in fire protection and prevention.

First Step **2024**: Purchase a fire boat.

November, 2024: We are on course to acquire a boat.

B. Strengthen our ability to respond to natural disasters and other emergencies.

First Step: Develop a Comprehensive Emergency Management Plan (CEMP).

November, 2024: The Emergency Management Commission has approved a CEMP, and will forward it to the Council for consideration.

C. Explore opportunities for staff and the public to contribute to public safety.

First Step **2025**: Consider opportunities for volunteers to support public safety efforts.

November, 2024: The Emergency Management Commission is working on a community mapping effort.

D. Plan for the replacement of the town's first-out fire engine.

November, 2024: we have not taken any steps in this regard.

3. Climate and Environmental Sustainability

A. Develop and implement plans for climate resiliency.

First Step **2024**: Create a climate resiliency element of the Comprehensive Plan, including hydrology modeling.

November, 2024: The Planning Department is working on a climate resiliency component for the 2025 comprehensive plan update.

B. Pursue opportunities for energy self-reliance by investing in sustainable and renewable energy.

First Step **2025**: Identify opportunities to invest in solar demonstration projects.

November, 2024: We have continued efforts to secure grant funding, but have commenced no new grant applications.

4. Capital Projects and Utilities

A. Improve mobility and safety for pedestrians, cyclists, and drivers, especially in our downtown district and on Maple Ave.

First Step **2024**: Identify engineering and grant opportunities for 1st St Right of Way projects.

November, 2024: Apart from the successful 1st Street one-way transition, Public Works has completed crosswalks on Maple, and has applied for grant funding for pedestrian/street improvement projects.

B. Ensure the long-term sustainability of the Wastewater Treatment Plant.

First Step **2024**: Study next steps for needed improvements.

November, 2024: We have retained an engineer to provide the Town with a wastewater treatment plant plan, the first step in obtaining necessary state approvals.

C. Determine the best future for our Public Works shop.

First Step **2024**: Evaluate opportunities for collaboration with the Port of Skagit or a potential merger of our Public Works departments. Identify a site for a shop, potentially collocated with a partner.

November, 2024: We have had discussions with the Port on this topic. We have not started conversations with any other party as to co-locating at this time.

D. Explore options for the reduction of building maintenance costs.

First Step: Consider moving town offices to Maple Center.

November, 2024: We briefly explored the costs of moving Town Hall to Maple Center. We have taken no further steps at this time.

5. An Effective Town Organization

A. Enhance community engagement and communications.

First Step: Study other Towns' models of engagement. Consider listening sessions, social media engagement, engagement by existing channels, and enhanced opportunities for direct engagement with Councilmembers.

November, 2024: The Mayor has continued bi-monthly meetings with the public. Staff have explored providing notice through social media.

B. Recruit and retain highly skilled staff.

First Step **2024**: Engage consultant support to conduct a salary review and develop career paths.

November, 2024: Staff have researched the pay structure of regional "competitors," which has lead to adjustments presented in the 2025 proposed budget.

C. Improve interdepartmental communications and cooperation.

First Step **2025**: Begin use of the asset management program.

November, 2024: We have acquired asset management software, and are loading data.

D. Support Town financial sustainability.

First Step: Engage a grant writer.

November, 2024: Council has adopted a grant policy in the past year, to identify the grants that are most worthwhile to pursue. We have relied on consultants (primarily, engineering) to advise us on grant opportunities.

E. Partner with other organizations to sponsor a new community event.

First Step: Identify potential events that would be attractive to residents and visitors.

November, 2024: we have had several conversations with the Chamber of Commerce, who has brought back the Birds of Winter festival.

Unfinished Business

- 1) Center Street Project – Discussion**
- 2) 2025 Budget Discussions**
- 3) Uniform Development Code Update – Preliminary Approval**

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TOWN OF LA CONNER

2025 Preliminary Budget

Fund	Fund Name	Projected Beginning Fund Balances	Revenues	Expenditures	Reserve	Projected Ending Fund Balances
		1/01/25				12/31/25
001	Current Expense	638,597	1,369,149	1,536,868	96,262	374,616
002	Park & Port	158,039	257,105	313,457	1,965	101,687
003	Facilities	82,681	191,995	247,420		27,256
004	Public Art	23,692	2,560	2,600		23,652
005	Street	147,302	1,511,828	1,552,098	67,635	107,032
123	Hotel/Motel Tax	110,786	161,300	215,180		56,906
214	2018 LTGO Fire Hall	63,191	52,693	39,125		76,759
303	Flood Control	-	-	-		0
304	REET 1	278,991	45,900	148,500		176,391
305	REET 2	76,378	45,900	500		121,778
401	Water	1,355,498	1,427,314	1,345,686	169,074	1,268,052
403	Drainage/Flood	286,874	400,313	572,646	52,136	62,405
409	Sewer	1,072,673	1,081,009	1,261,344	774,206	118,132
412	Compost	1,159,252	1,257,280	1,216,127		1,200,405
Total		\$ 5,453,955	\$ 7,804,346	\$ 8,451,551	\$ 1,161,278	\$ 3,645,472
Beginning Fund Bal		\$ 5,453,955		Expenditures	\$	8,451,551
Revenues		\$ 7,804,346		Ending Fund Bal	\$	3,645,472
TOTALS		\$ 13,258,301		TOTALS	\$	12,097,023

Town Policy - to maintain the fund balances equal to 20% of operating revenues.

Town Policy - to maintain a Contingency Fund of 10% of funded 6 Yr CIP for unforeseen projects.

Revenues 2025

General Fund - 001

Public Safety Tax	50,000.00	Special Purpose Fire Tax
Compost Utility Tax	98,000.00	10%
Dept of Com. Climate Grant (NF)	100,000.00	Climate Chage Grant - No expenditure in 2024
Dept of Com. CDBG Grant (FA)	-	Moore Clark Subarea - Need to check on reimbursements for budget
Dept of Com. Comp Plan Grant(NF)	50,000.00	Comprehensive Plan Updates (origianl grant 100,00, expended \$50K in 2024)
County Senior Center Grant (Co)	6,966.00	From Skagit County

Park & Port 002

Public Restrooms/Maint	1,000.00	Transfer from Hotel Motel
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Facilities - 003

Maple Hall Tables/Chairs	16,000.00	Funded by Hotel Motel
Public Restrooms	54,740.00	Funded by Hotel Motel

Streets - 005

REET 1	148,000.00	To cover TIB grant matches (\$24K & \$150K)
TBD	45,000.00	10.17 added Transportation Benefit District .01%
S. 1st St. Survey	4,550.00	Split with Drainage
Morris St. Mill/Overlay	290,000.00	TIB Grant - \$23,800 Match from REET 1 - Total Project \$313,800

Expenditures 2025

001 General Fund - Reserve	Balances	
Fire Equipment Reserve	102,205.00	2023 Balance 54,915 + through Sept 2024
Sale of Kirsch Property Balance	96,262.00	\$200,262 - Revenue from 2020 - Expended 40K Pmt Stations & 64K Kirsch Property
GENERAL FUND - 001		
New Server & Computers	9,000.00	New Server \$6,000/New Council/Mayor Computers \$3300
Remodelle of Front Desk	5,000.00	Reduced from \$15K 10/7 Admin Meeting
Fire Dept. Storage Container	-	Added to Budget 11/14/24
Fire Hall Solar	-	Solar Consturction?
Fire Hall HVAC ?		Not in Budget
Fire Boat		Not in Budget - Working on Funding \$?

PARK & PORT - 002

Park Reserve	2,465.00	Jordan Street Reserve - Through Oct 2024
Seasonal Hire	2,928.00	
Parks & Rec Programs	15,000.00	1K YMCA & 10K After School Program & 4K Library
UTV	5,500.00	Shared Cost w Streets/Water/Drainage
Hazard Trees	12,000.00	
Morris/3rd St Stairs Design	15,000.00	
Maple Park Fence	8,000.00	Added 11.12.24
Jordan St. End	50,000.00	Removed to Balance Fund
Maple Park	50,000.00	Removed to Balance Fund
Jensen Property	50,000.00	Removed to Balance Fund
Boat Ramp Replacement	280,000.00	Removed to Balance Fund

FACILITIES - 003

Seasonal Hire	732	
Garden Club Exterior Paint	55,000.00	Removed to Balance Fund
Garden Club Exterior Repairs	100,000.00	Removed to Balance Fund
New Tables & Chairs	16,000.00	Funded by Hotel Motel

Restroom Cleaning	35,000.00	Funded by Hotel Motel
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STREETS - 005

Street Reserve	67,635.00	\$7,560 Parking Imp./Capital Projects - St. Ends \$7875/ Asphalt \$11,760
Seasonal Hire	3,660.00	
Road & Sidewalk Repairs	55,000.00	
Guardrail-Douglas & 3rd	15,000.00	
WA/Postoffice Parking	30,000.00	
UTV	5,500.00	Shared cost with Park/Water/Drainage
WA /Road St. Ped Imp	314,000.00	290K TIB Grant/24K Local Match - Funded by REET
Morris St. Mill/Overlay	850,000.00	700K TIB Grant/150K Local Match - Funded By REET
S. First Street Design	86,000.00	Removed Admin Meeting 10/7/24
S. First Street Construction	257,000.00	Removed to Balance Fund

REET 1 - 304

	148,000.00	Street Grant Matches - 24K & 150K
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WATER - 401

Water Reserve	169,074.00	\$95,787 RCE Fees/\$40,076 Water Capital/\$28,161 Capital Connections
Seasonal Hire	14,639.00	
Equip Trailer	10,000.00	Shared with Drainage
UTV	5,500.00	Shared with Parks/Streets/Drainage
PRV Maintenance	28,000.00	
Water Tower Security Cameras	24,655.00	Added 10/22/24 DOH Requirement
Public Works Relocation Plan	15,000.00	Removed
Channel Dr. Water Main Design	491,000.00	Removed
Channel Dr. Water Main Con	3,420,000.00	Removed
Valve Operator	100,000.00	Not included in the PW Budget Presentation

DRAINAGE - 403

Drainage Reserve	52,136.00	17,636 Storm Drain Dev. & \$29,500 Slope Stabilization
Seasonal Hire	14,639.00	
Equip Trailer	10,000.00	Shared with Water
UTV	\$5,500	Shared with Parks/Streets/Water
Maple Caledonia Slip Line	\$880,000	Removed 10/8
6th St. Pump Panel	\$150,000	

SEWER - 409

Sewer Reserve	774,206.00	6 Year Sewer CIP \$880,000 - Does not include Plant upgrades 1 95,120 RCE's / 479,691 Sewer Plant 33,385 Sewer Pipe / 164,720 Sewer Plant Tribe/1,290 Tribe Pipe Sewer Plant Tribe includes the 100K 2021 Reconciliation To Reserve
SCADA Programing	40,000.00	
Oxidation Ditch Probes	20,000.00	
I & I	50,000.00	Pipe Maint.
Sewer Plant Upgrade Project	229,065.00	2024 Exp expected to be \$10. Actual Exp \$239,065 (\$76,162 more than the grant)
Third Influent Pump	50,000.00	
Set Aside Waterpump	50,000.00	Removed 10/8

COMPOST - 412

	6 Year Compost CIP \$528,000
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Compost Utility Tax	88,000.00	2024 10% Allocation
Building Improvements	200,000.00	Roof Replacement & Compost Expansion
Machinery/Equipment	50,000.00	Screen Ecology Blocks

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MEMORANDUM

TO: Town Council
FROM: Planning Staff
SUBJECT: Updates to the Uniform Development Code
DATE: November 21, 2024

Throughout 2024, staff have been tracking needed updates to our municipal code, with the goal of presenting them all at once towards the end of the year. Some of these updates are state mandated requirements, such as the provision to allow two ADU's per single household lot, some of them are administrative changes, such as restricting firearm sales within a certain distance from elementary schools, and adding new residential water meter requirements, and some of them are needed to maintain internal consistency and equity, such as adding childcare facilities as an accepted use in the public zone and changing the multi-household dimensional standards.

Please see attached for the full changes. Additions are highlighted. Deletions are ~~struck-through~~.

All of these UDC updates have appeared before the Planning Commission and have been recommended for your approval.

If you chose to approve them, then they will go to the Department of Commerce for a 60-day review. After the review is over, they will appear before you again in late January for final approval.

Uniform Development Code Update: Planning Commission Approved Changes for Winter 2024

Chapter 15.20 Residential Zone

15.20.030 Permitted uses.

The following uses and structures are permitted in an RD Zone by certificate of authorization:

- (1) One single-household dwelling unit per lot;
- (2) One duplex dwelling per lot;
- (3) One multihousehold dwelling per lot;
- (4) One townhouse per lot;
- (5) One factory-built/manufactured home per lot;
- (6) One accessory dwelling unit – See LCMC 15.110.080;
- (7) Adult family homes/supported living arrangements;
- (8) Accessory uses and structures normally incidental to primary dwelling units – see Chapter 15.110 LCMC.
- (9) ~~Rooming houses, boardinghouses.~~

15.20.055 Administrative conditional use permits.

The following uses and structures are permitted in the RD Zone with an administrative conditional use permit (Type II permit):

- (1) Multi-single-household detached residences;
- (2) Multiple multihousehold dwellings, duplexes, or townhomes per lot, subject to all other provisions of this code;
- (3) Retirement apartments for senior citizens;
- (4) ~~Rooming houses, boardinghouses, bed and breakfasts.~~

15.20.090 Multihousehold dwelling unit standards.

- (1) Minimum lot size – Two units or more – 8,000 4,000 square feet for the first two units; and 2,000 3,000 square feet for each additional unit.

15.112.050 Application requirements.

An application for a certificate of authorization to demolish a structure shall, at a minimum, include the following information:

- (1) A listing of materials expected to be removed from the site, including any hazardous materials;
- (2) The methods of demolition and removal from the site;
- (3) The location and method of disposal of the materials;
- (4) Dates and hours of operation;
- (5) A plan for limiting or eliminating noise, dust and dirt impacts to adjacent properties, public rights-of-way, and environmentally sensitive areas;
- (6) For demolition of Type II structures, the application shall also be accompanied by an architectural and historic inventory;
- (7) For demolition of Type I structures, the application shall also be accompanied by an architectural and historic inventory, and an economic analysis;

- (8) Fees for the review of the application as set by the town council. The review fee may include an additional fee to cover expert review of the economic analysis in the event that the planning director determines that the application merits additional review;
- (9) Other information as determined necessary by the planning director;
- (10) If the structure was built prior to 1979, the applicant must test for lead and provide results of this test with the application.

Chapter 15.45 Public Use Zone

15.45.020 Permitted uses.

- (1) Public schools subject to the following conditions:
 - (a) Minimum setback – 35 feet from any adjacent lot;
 - (b) Minimum setback – 45 feet from any public right-of-way;
 - (c) Minimum setback – 25 feet from all agricultural lands;
 - (d) An abutting area of at least one-fourth acre devoted to playfields;
- (2) Memorial buildings, community, senior, and performing arts centers, and museums;
- (3) Governmental buildings including police and fire stations, office buildings, public libraries, and utilities;
- (4) Parks, playgrounds, and public recreation uses, such as athletic fields, tennis courts, pools, launching ramps;
- (5) Public parking lots and public restrooms;
- (6) Weekly public markets, subject to the following conditions:
 - (a) Participation is limited to any farmer, gardener, or other person to sell any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by such person;
 - (b) The sale of local crafts which shall be limited to 10 percent of the market space;
 - (c) A sponsoring committee approved by the town council shall organize, monitor, and collect fees;
 - (d) The market shall operate only two days a week from March 1st to October 1st;
- (7) Personal wireless facilities located outside the boundaries of the Historic Preservation District.
- (8) Pre-school, day care centers, and other child care, subject to applicable building codes, lot size and coverage standards, parking, loading/unloading and signage requirements, and state (DSHS) licenses and certifications.

15.110.080 Accessory dwelling units.

Accessory dwelling units shall be outright permitted uses in the residential zone under the following restrictions:

- (1) An accessory dwelling may be established in an existing single-family dwelling unit or in a detached structure on a legal building lot by any one or combination of the following:
 - (a) Alteration of interior space of the dwelling; or
 - (b) Conversion of an attic, basement, attached or detached private garage, or other previously uninhabited portion of a dwelling; or
 - (c) Addition of attached living area onto an existing dwelling; or
 - (d) Construction of a detached living area.

(2) Each single-family household dwelling on a legal building lot may have not more than ~~one~~ two accessory dwelling unit(s).

Chapter 15.150: Firearm Sale Location Requirements

15.150.010 Provisions

The provisions of this chapter shall be deemed an exercise of the police power of the town of La Conner, Washington, for the protection of the public, economic and social welfare, health, peace and morals, and all of its provisions shall be liberally construed for the accomplishment of that purpose.

15.150.020 Definitions

In construing this chapter, except when otherwise plainly declared or clearly apparent from context, the following definitions shall be applied:

- (1) All definitions as applied in LCMC 5.25.020 shall be applied to this chapter.
- (2) "Firearm" shall be defined as a weapon or device from which a projectile or projectiles may be fired by an explosive such as gunpowder. "Firearm" does not include a flare gun or other pyrotechnic visual distress signaling device, or a powder-actuated tool or other device designed solely to be used for construction purposes.

15.150.030 Restricted.

(1) A business engaged in the sale of physical firearms, provided the business has a storefront, has hours during which it is open for business, and posts advertisements or signs observable to passersby that firearms are available for sale, shall not be located or maintained within 500 feet from the nearest property line of the business engaged in the sale of fire arms to the nearest property line of any of the following uses or zones located inside or outside the town of La Conner:

- (a) primary and secondary school grounds.

Chapter 15.10 Definitions:

15.10.827 Permanent supportive housing.

"Permanent supportive housing" means subsidized, leased housing with no limit on length of stay, that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW. ~~paired with on-site or off-site voluntary services designed to support a person living with a disability to be a successful tenant in a housing arrangement, improve the residents'~~

~~health status, and connect residents of the housing with community-based health care, treatment, and employment services.~~

Chapter 15.35 Commercial Zone

15.35.020 Permitted uses.

The following uses and structures are permitted in the Commercial Zone by certificate of authorization:

(27) Transitional Housing, Permanent supportive housing. The transitional or permanent supportive housing must also comply with all the provisions of this code that pertain to residential conditional uses in the Commercial Zone.

15.35.035 Administrative conditional use permits.

The following uses and structures are permitted in the Commercial Zone with an administrative conditional use permit (Type II).

(2) Emergency housing, emergency shelter, provided that the emergency housing or shelter must also comply with all the provisions of this code that pertain to residential conditional uses in the Commercial Zone.

Chapter 15.20 Residential Zone

15.20.030 Permitted uses.

The following uses and structures are permitted in an RD Zone by certificate of authorization:

(9) Transitional Housing, Permanent supportive housing.

Chapter 15.135 Administration and Enforcement

15.135.100 Notice of application received.

(1) Within 28 days after receiving a project permit application, the planning director shall mail or provide in person a written determination to the applicant, stating either:

(a) That the application is complete; or

(b) That the application is incomplete and what is necessary to make the application complete; and

(c) To the extent known, other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.

(d) The number of days shall be calculated by counting every calendar day.

(2) Within 14 days after an applicant has submitted additional information identified by the planning director as being necessary for a complete application, the applicant, the public, and agencies determined by the planning director to have jurisdiction over the proposal shall be notified that the application is complete. Notice of application shall include:

(a) The date of application, the date of the notice of completion for the application, and the date of the notice of application.

- (b) A description of the proposed project and a list of permits applied for by the applicant, and if applicable, a list of any requested studies.
- (c) To the extent known, the identification of other permits required but not included in the application.
- (d) The identification of existing environmental documents that evaluate the proposed project, and the location where the application and any studies can be reviewed.
- (e) A statement of the required public comment period, which shall be not less than 14 nor more than 30 days following the date of the notice of application.
- (f) A statement of the public's procedural rights, including the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. Public comments may be accepted at any time prior to the closing of the record of an open record predecision hearing, if any, or, if no open record predecision hearing is provided, prior to the decision on the project permit.
- (g) The date, time, place and type of hearing.
- (h) A statement of any preliminary determination of the development regulations that will be used for project mitigation.
- (i) Any other appropriate information.

- (3) If an open record predecision hearing is required for the requested project permits, the notice of application shall be provided at least 15 days prior to the open record hearing.
- (4) A Determination of significance (DS) may be issued before expiration of the public comment period, but not a determination of nonsignificance (DNS) or mitigated determination of nonsignificance (MDNS).
- (5) A notice of application shall not be required for project permits that are categorically exempt under Chapter 43.21C RCW, such as construction permits that do not require environmental review or public notice, unless a public comment period or an open record predecision hearing is required. [Ord. 743 § 6, 1999.]

15.135.155 Notice of final decision and final decision Timelines

A notice of final decision on a project permit application shall be issued by the planning director, designee, or deciding authorities as stated in LCMC 15.135.050 (2). The time periods for final decisions on project permits shall not exceed the following time periods:

- (1) For class 1 permits and any other project permit that does not require public notice, the planning director or designee must issue a final decision within 65 days of the determination of completeness.
- (2) For class II permits and any other project permit that requires public notice, the planning director or designee must issue a final decision within 100 days of the determination of completeness.
- (3) For class III permits, class IV permits, class V permit, and any other project permit that requires public notice and a public hearing, the decision authorities as stated in LCMC 15.135.050 (2) must issue a final decision within 170 days of the determination of completeness.

(4) For permits that are submitted under the consolidated permit process in LCMC 15.135.080, the time period for a final decision shall be the longest of the permit time periods that would apply had the permits been submitted individually.

(5) The number of days an application is in review shall be calculated from the day completeness is determined to the date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

- a. Any period between the day that the planning director or designee has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant;
- b. Any period after an applicant informs the planning director or designee, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the planning director or designee, in writing, that they would like to resume the application
- c. Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.
- d. The time periods to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use.
- e. If, at any time, an applicant informs the local government, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the planning director or designee has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for local government action to issue a final decision for each type of project permit that is subject to this chapter. Any written notice from the planning director or designee to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this subsection, "nonresponsiveness" means that an applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant's ability or willingness to provide the additional information.
- f. Annual amendments to the comprehensive plan are not subject to the requirements of this section.

(6) The time limits established above do not apply to the following project permits:

- a. Landmark designations, street vacations, or other approvals relating to the use of public areas or facilities.
- b. Building and other construction permits, categorically exempt from environmental review under chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.

A notice of final decision on a project permit application shall be issued by the planning director within 120 days after the applicant is notified that the application is complete. In determining the number of days that have elapsed after notice of complete application, the following periods shall be excluded:

- (1) Any period during which the applicant has been requested to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the applicant is notified of the need for additional information until the earlier of the date the additional information has been determined to satisfy the request or 14 days after the date the information has been provided.
- (2) If the information submitted by the applicant is determined to be insufficient, the applicant shall be notified of the deficiencies and the procedure under subsection (1) of this section shall apply as if a new request for studies had been made.
- (3) Any period during which an environmental impact statement is being prepared following a determination of significance, if a time period has been established by the town council, or if the town council and the applicant agree in writing to a time period for completion of the environmental impact statement.
- (4) Any period for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period shall not exceed:
 - (a) Ninety days for an open record appeal hearing;
 - (b) Sixty days for a closed record appeal;
 - (c) Any extension of time mutually agreed upon by the applicant and the town planner or ordered by the hearing examiner.
- (5) The time limits established above do not apply if a project permit application:
 - (a) Requires an amendment to the comprehensive plan or a development regulation;
 - (b) Requires approval of a new fully contained community as provided in RCW 36.70A.350, a master planned resort as provided in RCW 36.70A.360 or the siting of an essential public facility as provided in RCW 36.70A.200;
 - (c) Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete; or
- (6) If the town is unable to issue its final decision within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated time for issuance of the final decision.

[Ord. 743 § 6, 1999.]

This change is required because of the recent legislative updates in senate bill 5290.

Chapter 15.20 Residential Zone

15. 20.110 Water Meter Requirements.

(1) Each new dwelling unit within the residential zone must have a separate water meter installed, unless one of the below exceptions applies.

- a. The dwelling units are in a multi-household structure with one owner. If any of the dwelling units are sold individually, a water meter must be installed in the unit sold individually, prior to the sale closing.
- b. The dwelling unit is an accessory dwelling unit. If the accessory dwelling unit is sold separately from the main dwelling unit, a separate water meter must be installed, prior to the sale closing.
- c. The dwelling unit is part of a condo development with an HOA that pays the water bills of the condo development. If the dwelling unit is ever removed from the condo development or HOA coverage, a separate water meter must be installed.

Chapter 15.35 Commercial Zone

15.35.030 Conditional uses.

(2) Dwelling units, attached or unattached, are not to exceed 49 percent of the square footage of the building(s), for all uses, of the properties of a development on the ground floor. Dwelling units located above the ground floor are not limited in square footage except that the maximum floor area for all development (commercial and residential) must not be more than two times the property area.

Residential uses in the commercial zone to the extent practical must have their access located to the rear or side of the structure where they are located. Residential uses in the Commercial Zone shall not exceed a density of 18 dwelling units per acre of land. Each new dwelling unit must have a separate water meter installed.

New Business

- 1) Agreement – Water Wastewater Services - WWTP**
- 2) Agreement – Skagit County Sheriff - Policing**
- 3) Agreement – Western Fireworks – 4th of July Show**
- 4) Agreement – Skagit County Interlocal (Senior Center Funding)**

**Agreement
Water Wastewater Services**

**Town of La Conner
Professional Service Agreement**

THIS AGREEMENT is entered into by and between the Town of La Conner, a Washington municipal corporation (hereinafter referred to as the "Town"), and Water and Wastewater Management Services, a limited liability corporation of the State of Washington (hereinafter referred to as the "Contractor").

WHEREAS, the Town is interested in continuing wastewater treatment plant operation services; and

WHEREAS, the Town wishes to obtain these services but does not have available staff or expertise to provide certain services to the citizens of La Conner, and

WHEREAS, the Town's needs can be met by persons who are licensed professional wastewater treatment plant operators; and

WHEREAS, Contractor represents and warrants that it is available, experienced and qualified with specific expertise to provide the following services:

NOW, THEREFORE, the Town and Contractor mutually agree as follows:

Section 1. Scope of Work:

- A. The Contractor shall fully staff and operate the La Conner Wastewater Treatment Plant (the Plant) and composting facility performing the duties necessary to manage the Plant and the wastewater collection system in conformance with all Federal and State permits, rules and regulations, and in conformance with all Plant related resolutions and ordinances of the Town of La Conner, and in compliance with agreements made, or to be made, between the Town of LaConner and any third party, including but not limited to the Swinomish Indian Tribal Community, for wastewater and/or composting-related services. The Contractor agrees to provide adequate training to its staff so as to ensure that all operators and employees of the Contractor possess the necessary licenses to operate the plant in compliance with law and policy. The Contractor shall also be responsible for the coordination of efforts, including but not limited, to sewer extensions, hook-ups, and permitting, with the Town Engineer, Town Planner, Town Public Works Director, the Swinomish Tribe and all other customers and vendors. For capital projects, the contractor will provide annually the list of capital improvements necessary to maintain and operate the facility to meet the wastewater permit and plant demands. The Contractor will assist the Town with bidding and project management for capital improvements.
- B. The Contractor shall be responsible for coordinating compliance with applicable law regarding federal and state permits, including the NPDES Permit and the Puget Sound Nutrient General Permit, for the Town's wastewater facilities. Contractor

shall perform (or contract with a laboratory certified by the appropriate regulatory body to perform) all sampling and laboratory analysis required by applicable law, the Town's permits. Laboratory procedures and analysis shall conform with testing requirements of applicable law and the Town's permits.

- C. The Contractor shall recommend on an annual basis capital improvements or operational changes to the Town as are necessary or recommended to perform its services in compliance with the terms of this Agreement, the Town's permits, and applicable law.
- D. The Contractor shall maintain necessary records of operations, maintenance, repair and improvement activities at the Plant and shall prepare and submit to the Town a monthly report, delivered to the Town the following month, including a narrative and summary of operations, maintenance, repair and replacement activities. Contractor shall maintain and submit data required for monthly reporting to state and federal agencies.
- E. The Contractor shall provide response services for an Emergency Event at the Plant twenty-four hours a day, seven days a week.
- F. The Contractor shall assist the Town, and the Town's consultants, in the design and construction of additions, betterments, improvements and the replacement of the Town's wastewater facilities.

Section 2. Term of Work: This Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2029, unless extended or terminated in writing as provided herein.

Section 3. Independent Contractor: The Contractor shall at all times be an independent contractor and not an employee of the Town and the Contractor's agents and employees shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The contractor shall be responsible to the Town for the results to be accomplished, but not as to the details and means by which the results are accomplished. The Contractor and the Contractor's employees shall not be covered by any Town benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The Contractor shall be responsible for paying all taxes related to payments the Town makes to the Contractor, including federal income taxes, self employment (social security and Medicaid) taxes and state business and occupation taxes, and the Town is not responsible for withholding for or paying any of those taxes.

Section 4. Payment:

- A. For calendar year 2025, the operations service fee for the duties outlined in Section 1 shall be four hundred seventy-one thousand, seven hundred and twenty-five dollars (\$471, 725).

- B. For calendar year 2026, the operations service fee for the duties outlined in Section 1 shall be four hundred eighty-four thousand and seven hundred eighty-seven dollars (\$484,787.00), together with an increase based upon the Seattle-Tacoma-Bellevue CPI-W, Consumer Price Index for the twelve-month period commencing June 1, 2025 (June, 2024 – June, 2025) with a two percent (2%) minimum increase and a four percent (4%) cap.
- C. For calendar year 2027, the operations service fee for the duties outlined in Section 1 as established in paragraph “B” next above shall be increased by two and eight-tenths percent (2.8%), together with an increase based upon the Seattle-Tacoma-Bellevue CPI-W, Consumer Price Index for the twelve-month period commencing June 1, 2025 (June, 2025 – June, 2026) with a 2 percent (2%) minimum increase and a four percent (4%) cap.
- D. For calendar year 2028, the operations service fee for the duties outlined in Section 1 as established in paragraph “C” next above shall be increased by two and seven-tenths percent (2.7%), together with an increase based upon the Seattle-Tacoma-Bellevue CPI-W, Consumer Price Index for the twelve-month period commencing June 1, 2025 (June, 2026 – June, 2027) with a one and one-half percent (1.5%) minimum increase and a four percent (4%) cap.
- E. For calendar year 2029, the operations service fee for the duties outlined in Section 1 as established in paragraph “D” next above shall be increased by two and six-tenths percent (2.6%), together with an increase based upon the Seattle-Tacoma-Bellevue CPI-W, Consumer Price Index for the twelve-month period commencing June 1, 2025 (June, 2027 – June, 2028) with a one and one-half percent (1.5%) minimum increase and a four percent (4%) cap.
- F. Payments to the Contractor shall be disbursed monthly in 12 equal installments, based on Contractor’s invoices. Such invoices shall identify charges for operation of the wastewater treatment plant separately from charges for staffing related to the composting/biosolids handling. Invoices for labor performed pursuant to Subsection “G” below shall reflect the amount of time charged in ten minute increments, the name of the employee providing the labor, and the rate charged.
- G. Contractor shall be reimbursed for labor provided after normal operating hours during an event determined by the Town in its reasonable discretion to be an Emergency Event. It is the intent of the parties that an Emergency Event shall be characterized as an unusual condition, beyond the reasonable control of the Contractor. Reimbursement shall be at the following rates:

\$66.00 per hour after hours and Saturdays;

\$99.00 per hour for Sundays and Holidays.

- H. Contractor may perform additional services or corrective maintenance beyond the Services specified in Section 1 with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.
- I. All payments shall be subject to adjustment for any amounts upon audit, or otherwise, determined to have been improperly paid. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the Contractor authorizes the Town to deduct and withhold, or pay over to the appropriate governmental body, those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the Contractor's total compensation.

Section 5. Costs. The Town shall pay:

- A. All costs related to delivery to and consumption of utilities to the Plant, including electricity, water, gas, internet, and fuel for vehicles used at the Plant;
- B. All property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the services and the ownership, operation and maintenance of the Plant, other than taxes imposed on Contractor's income or payroll and any operating, occupational or professional licenses or permits required of Operator under applicable law in order to provide the services hereunder;
- C. Expenses resulting from influent or pollutant loads exceeding any permit allowances;
- D. All capital improvements.

Section 6. Indemnification/Hold Harmless: The Contractor shall defend, indemnify and hold the Town its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including fines and assessments for violation of applicable licenses or federal or state law, attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor and its employees, agents and/or sub-contractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the Town and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. These indemnifications shall survive the termination of this Agreement. This

Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Section 7. Insurance: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract.

A. No Limitation. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Town shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing at least as broad coverage.

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

C. Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

D. Town Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by

this Contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Contractor.

E. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Town. Any insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.

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

G. Verification of Coverage. The Contractor shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Town, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

H. Notice of Cancellation. The Contractor shall provide the Town and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Town may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Town on demand, or at the sole discretion of the Town, offset against funds due the Contractor from the Town.

Section 8. Reports and Information: Contractor, at such times and in such forms as the Town may require, shall furnish the Town such reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Contractor will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. The Contractor may request reimbursement for purchases and materials not covered by this agreement. Those purchases must be approved by the administration in advance.

Section 9. Notices: Any notices required to be given by the Town to the Contractor or by the Contractor to the Town shall be in writing and delivered to the parties at the following addresses, or to such substitute address as each party may identify in the future:

Administrator
Town of La Conner
P.O. Box 400
La Conner, WA 98257

Kevin Wynn
Water and Wastewater Management Services LLC
14263 Calhoun
Mount Vernon, WA 98273

Section 10. Authority: The Contractor does not have, and shall not hold itself out as having, authority to create any contract or obligation that is binding on the Town unless the Town otherwise consents in writing, provided that purchases of supplies and equipment incidental to the services described in Section 1 above shall be consistent with the Town's Purchasing Policy.

Section 11. Assignability: The Contractor shall not assign any interest in its agreement and shall not transfer any interest in the same.

Section 12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, gender identification or presence of any sensory, mental, or physical handicap.

Section 13. Wage and Hours Law Compliance: The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other laws affecting its employees, if any, and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times indemnify, defend and save the Town free, clear and harmless, from and against any and all actions, claims, demands, expenses arising out of said Act or laws and rules and regulations that are or may be promulgated in conjunction herewith, including, but not limited to the following:

- A. Jury Duty Leave, RCW 2.36.165;
- B. Voting Leave, RCW 42.17A.495
- C. Parental Leave, RCW 49.12.360;
- D. Paid Sick Leave, RCW 49.12.005, 49.46.200 – 210.
- E. Paid Family and Medical Leave, RCW Title 50A;
- F. Pregnancy Disability Leave, WAC 162-30;
- G. Crime Victim Leave, RCW 49.76.030;
- H. Emergency Response Leave, RCW 49.12.460;
- I. Family Care Act, RCW 49.12.270;
- J. Military Leave, RCW 73.16, 49.77.030;
- K. Break Time to Express Milk, RCW 43.10.005;
- L. Meal and Rest Periods, WAC 296-126-092, 296-131-020;
- M. Minimum Wage, Overtime, and Wage Recordkeeping, RCW 49.46.020;
- N. Genetic Testing, RCW 49.44.180;
- O. Hair Discrimination, RCW 49.60.040;
- P. Wage Disclosure, RCW 49.58.040;
- Q. Salary History, RCW 49.58.100
- R. Salary Transparency, RCW 49.58.110;
- S. Personal Information Protection, RCW 19.255, 42.56
- T. Social Media, RCW 49.44.200;
- U. Hiring and Conviction Records, RCW 49.94.005 - .010.

Section 14. Changes to Agreement: The Town may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendment to this agreement.

Section 15. Contents and Understanding: This agreement contains a complete integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both parties.

Section 16. Termination: The Town may terminate this agreement at any time, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date. If termination is done "without cause", the Contractor will be given no less than one years notice. If the agreement is terminated by the Town as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Contractor covered by this agreement, less payment for compensation previously made. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town, its officers, employees and agents by virtue of any breach of this agreement by the Contractor for the purpose of set off until such time as the exact amount of damages due the Town for the Contractor is determined.

Section 17. Non-Compete: The Town of La Conner agrees to not solicit nor offer employment to the staff of **Water & Wastewater Services LLC**, without the approval in writing from the Human Resource Department of WWS for a period of one year after termination of this agreement.

Section 18. Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Section 19. Interpretation and Venue: Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement. This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

/ / /

IN WITNESS THEREOF, the Town and the Contractor have caused this Agreement to be executed on the dates written below.

APPROVED BY TOWN COUNCIL: November _____, 2024

TOWN OF LA CONNER

CONTRACTOR

By:

By:

Date: _____

Date: _____

ATTEST:

Finance Director

APPROVED AS TO FORM:

Town Attorney

Agreement
Skagit County Sheriff - Policing

Amendment #2
Original Agreement #C20210679

Town of La Conner, hereinafter called "TOWN," and Skagit County hereinafter called "COUNTY," agree to amend Agreement No. C20210679, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT: The TOWN and COUNTY agree for the calendar year 2025, pursuant to Agreement No. C20210679 provision 7.3, to a 13% increase above the amounts set forth for 2024, in Agreement No. C20210679, Amendment #1, constitutes the evaluation of the parties regarding the costs and revenue under Agreement No. C20210679 provision 7.3, with the resulting amount to the costs as follows:

2025: Three hundred and ninety-four thousand, and thirty-five dollars (\$394,035) for the calendar year 2025. Payment to be made in the amount of ninety-eight thousand, five hundred and eight dollars and seventy-five cents (\$98,508.75) paid quarterly on or before March 31, 2025, June 30, 2025, September 30, 2025, and December 31, 2025.

All other terms and conditions of the original contract shall remain in effect during the period of the extension provided by this amendment.

Town of La Conner

Dated: _____

Town of La Conner
Skagit County, Washington

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Finance Director

APPROVED AS TO FORM:

Scott Thomas, WSBA #23070

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest: Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended: County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

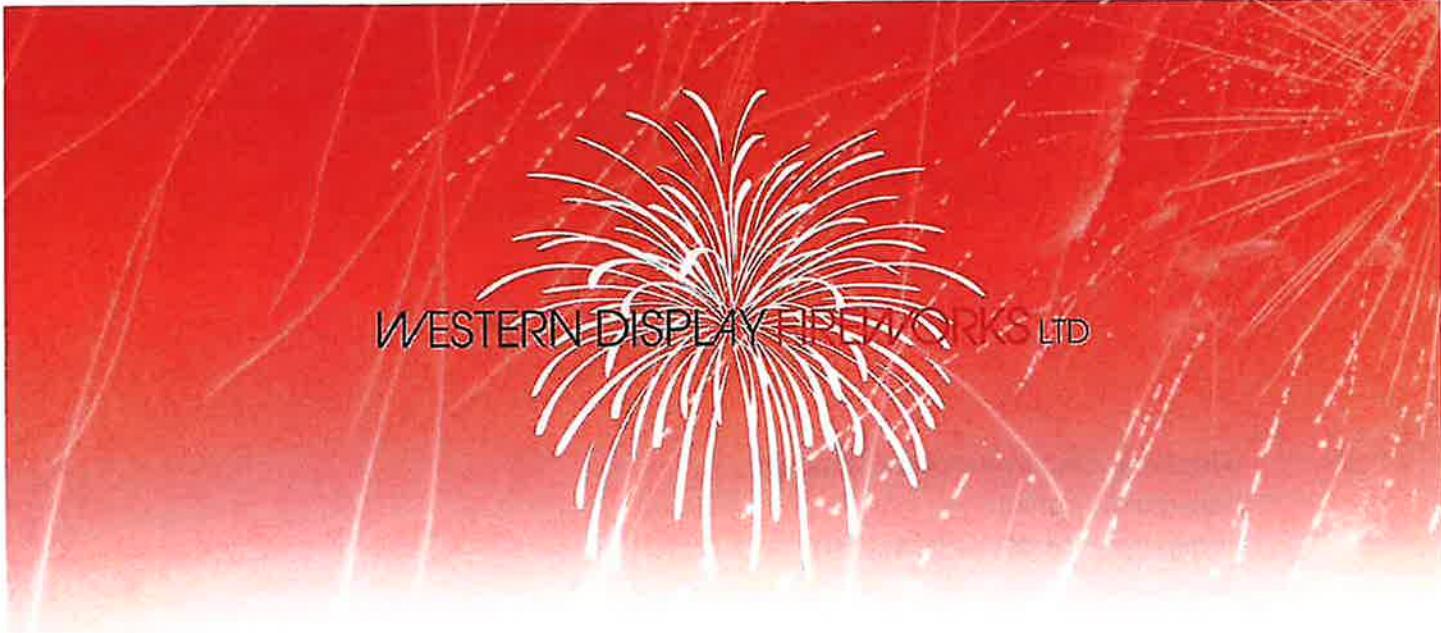
Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Agreement
Western Fireworks – 4th of July



WESTERN DISPLAY FIREWORKS LTD

Town of La Conner
Independence Day Celebration
July 4, 2025



Portland • Seattle • Boise



Fireworks Display Proposal Summary

Town of La Conner

Independence Day Celebration

July 4, 2025

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

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

Portland • Seattle • Boise

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

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

Quantity Description

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

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

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

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

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

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 25-7674

Quantity Description

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

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on 13 November 2024 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and Town of La Conner, whose address is PO Box 400, 204 Douglas St, La Conner, WA 98257 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

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

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

7. Compliance with Laws.

- a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

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

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

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

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

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

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

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

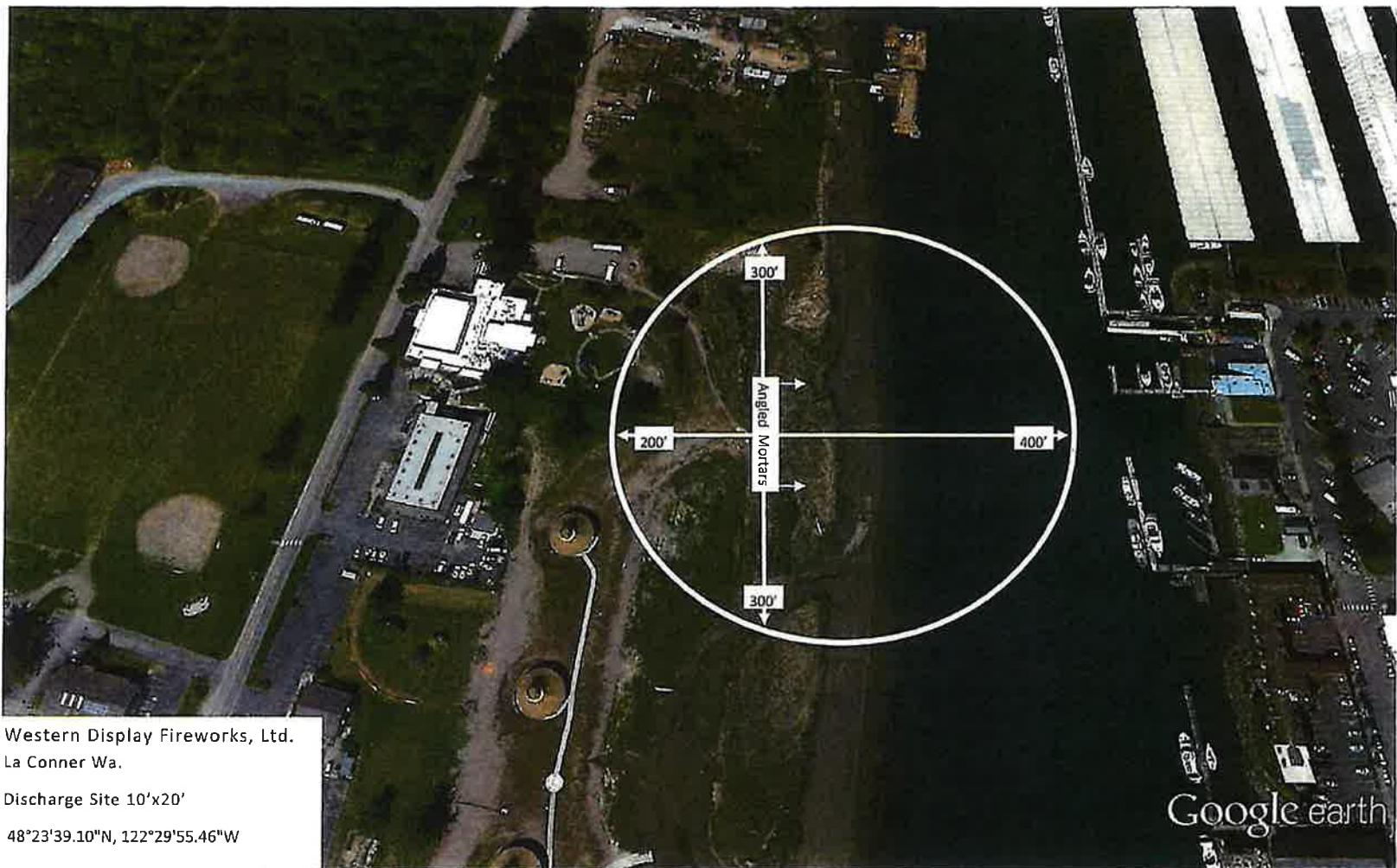
Sponsor

By: _____
Its: _____
Date: _____

Western Display Fireworks, Ltd.

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

Exhibit A – Display Site Map – La Conner, WA





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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

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

PRODUCER		CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100 E-MAIL: ADDRESS:	
Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. 10851 INSURER B: Axis Surplus Ins Company 26620 INSURER C: Alaska National Insurance Company 38733 INSURER D: Everest Denali Insurance Company 16044 INSURER E: INSURER F:	
INSURED Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013		NAIC #	
		18234	

COVERAGES		CERTIFICATE NUMBER: 388132409		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SI8ML00215-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		SI8CA00098-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB X EXCESS LIAB	X OCCUR CLAIMS-MADE	P-001-000069176-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	SI8ML00215-241	1/15/2024	1/15/2025	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Washington USLH		24D WU 08833 (WA USLH)	4/16/2024	4/16/2025	BI by Accident \$1,000,000 BI by disease policy limit \$1,000,000 BI by disease Each Employee \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. "Deductible \$2,500.00" Display Date: July 4, 2025 Display Site: Lot located: North of Snee Oosh Rd and East of Reservation Rd in La Conner WA. along the channel Additional Insured: Town of La Conner; Port of Skagit; Swinomish Indian Tribal Community						

CERTIFICATE HOLDER		CANCELLATION	
Town of La Conner PO Box 400 La Conner WA 98257		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

**Agreement
Skagit County Interlocal
(Senior Center Funding)**

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The Town of La Conner

THIS AGREEMENT is made and entered into by and between The Town of La Conner ("Town") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County desires to provide funding to the Town to operate a Senior Services Program. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older.
2. RESPONSIBILITIES: It is agreed between the parties during the effective term of this Agreement, the County will provide funding for staffing and program supplies for the Town including senior service programs where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. Programs may include discussion groups, educational classes, support groups, writing classes, yoga classes etc.
3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2025 through December 31, 2025.
4. MANNER OF FINANCING: The County shall reimburse the Town a sum not to exceed **six thousand, nine hundred and sixty-six dollars (\$6,966.00)** for services, using the established GL Code 118-various, and any other GL code(s) necessary. Services including:
 1. Salaries and benefits for staff; and
 2. Office and program supplies incurred through the delivery of services in this agreement.
5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 The County's representative shall be the Senior Program Manager.
 - 5.2 Town's representative shall be Maria DeGoede.
6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability

shall attach to the County by reason of entering into this contract except as expressly provided herein.

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

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Town of La Conner:

Marna Hanneman, Mayor

Date: _____

Print Name of Signatory

Mailing Address:
204 Douglas Street
P.O. Box 400
La Conner, WA 98257

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director