



## ***TOWN COUNCIL AGENDA***

**March 25, 2025 6 PM**  
Upper Maple Center  
204 Commercial Street

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

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**I. Call to Order**

**II. Pledge of Allegiance**

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

**IV. Presentations:**

**V. CONSENT AGENDA**

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

1. Approval of the Minutes: March 11, 2025 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. Agreement – Washington & Road Streets Pedestrian Improvements Amendment 1 (David Evans & Assoc.)
2. Agreement – Washington & Road Streets Pedestrian Improvements (EE Contracting)
3. **PUBLIC HEARING – Moore Clark Subarea Plan Closeout.**

**VIII. NEW BUSINESS**

1. Interlocal Agreement – First Response Emergency Medical Services (Skagit County)
2. Fee Waiver Request – Historical Design Review & Demolition Class-II for 128 S. First St (Pier 7)

**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](http://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  
March 11, 2025 – 6:00 p.m.

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

Present: Councilmembers Dole, Chamberlain and Wohleb.

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

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

### **Public Comments:**

Resident Kathy Shiner Noticed the Tribal property on First Street is under construction. Planner Davolio responded it is just demolition of the existing structures at this time. Also, she reminded everyone the La Conner Community News Papers first publishing will be available on March 20<sup>th</sup>.

Resident Linda Talman discussed properties for sale that are misrepresented as Air B&B use. Mayor Hanneman noted she will bring this to the Planning Departments attention.

Resident Dr. William Smith asked what the Town can do about the Homeless in Town, he noticed a female in front of the market. Sgt. Holmes explained they have connected with her several times and she is not looking for services or help. As long as they are not trespassing on private property and not a danger to themselves or others, there is very little the Sheriffs can do.

### **Presentations:**

#### **Solarize Skagit:**

Councilmember Wohleb presented Skagit Valley Clean Energy Alliance's 2025 Solarize Skagit Project. Applications are accepted March 1 through July 4 of 2025. Last year, County wide, there were 17 installations that included the three in La Conner. The goal this year is 50 installations. The kickoff event will be 10:00 am on April 12, 2025 at Maple Hall.

### **Consent Agenda:**

Approval of Agenda

Approval of the Minutes of the February 25, 2025 Council Meeting.

### **Accounts Payable:**

Checks	27925-27969	\$95,580.78
Voided Check #27836		
Voided Checks #27880-27924		
Electronic Pmts.	2018318 – Invoice Cloud	\$168.60
	2018319 – US Bank	\$75.76
<b>Total March 11, 2025 Accounts Payable</b>		<b>\$95,825.14</b>

### **Payroll of March 5, 2025:**

Checks 6056 - 6063		\$2,293.48
AWC Benefit Trust	#2018313	\$11,474.56
Deferred Comp	#2018314	\$3,029.14
PERS Retirement	#2018315	\$11,752.07
Teamsters Benefit	#2018316	\$7,412.40
Auto Payroll Taxes	#2018317	\$10,282.55
Payroll Auto Deposit		\$28,728.73
<b>Total Payroll</b>		<b>\$74,972.93</b>

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

**Revenue & Expenditure Reports:**

Mayor Hanneman noted taxes are stable but it is still early in the year.

**Department Head Reports:**

**Planning Department:**

Planner Davolio shared the positive outcome of the Western University student volunteers gathering data for the Comprehensive Plan. He invited the Councilmembers to the next Planning Commission meeting for their presentation.

**Fire Department:**

The Fire Department's Saint Patty's Day Dance is this Saturday at the Yahat Club. This year's donations will go towards LLS Big Climb Blood Cancer Research.

**Sheriff's Department:**

Sgt. Holmes explained the hours worked in Town is not on his February report because the County had program upgrades and missed turning on the program that calculates the hours. It has been turned back on, but the hours for the first week of March will not be included in his next report.

**Mayor's Report:**

- Attended the SCOG meeting and will participate in the task force for hiring the next Executive Director.
- Attended the Tulip Parade Meeting. The goal is to get all the cars off of First Street by closure from 10:30 am to 3:00 pm. The Daffodill Pet Parade has been rolled up into the Tulip Parade. Staging for the parade will be at the Port Parking Lot.
- The new paper, La Conner Community News has an office in the Pier 7 building. The first paper will be out on March 20<sup>th</sup>. Donations would be appreciated to help jump start the process and they will have citizens coffees to engage the community in the local news.
- Reminded everyone to support the La Conner School by attending the school play.
- She contacted the old news paper owner regarding all the paper stands in Town. He will have them down by March 15<sup>th</sup>.

**Council Committee Reports:**

**Emergency Management Commission:**

Councilmember Dole shared Skagit County is very happy with the work the Commission has done. They have a lot of literature and training available. We have three emergency radios for fire, police, which we can only monitor, and the Red Cross radio we can converse on if necessary. The County has a portable hand radio available, but it has to be operated by a licensed operator for La Conner.

**Resolution 659 – Acknowledging Tom and Alexa Robbins:**

Mayor Hanneman requested Council to approve the resolution in appreciation of Tom and Alexa Robbins.

**Councilmember Dole moved to approve Resolution 659 in appreciation of Tom and Alexa Robbins. Motion seconded by Councilmember Chamberlain. Motion carried. 3/0**

**Agreement – Quality Control Corp (Sixth Street Pump Panel):**

Public Works Director Lease requested Council to approve Quality Control Corp for the replacement of the Sixth Street Pump Panel at the cost of \$109,767.43.

**Councilmember Chamberlain moved to approve the Mayor to sign the Agreement with Quality Control Corp. for the replacement of the Sixth Street Pump. Motion seconded by Councilmember Wohleb. Motion carried 3/0.**

**2025 Tribal Rates:**

Administrator Thomas explained the Tribal meter failed January of 2024 and has not been replaced due to delays in obtaining the materials needed and the weather conditions. After discussions the Tribe has requested the consumption be based on the year of 2023, and not the three-year estimation it is currently under. If Council

approves it, it will then need to go before the Tribal Senate. He requested Council to approve the Tribes request of billing under the 2023 monthly usage. The Town has hired Wilson Engineering for the plan of installing a bypass so avoid this situation in the future.

**Councilmember Wohleb moved to approve estimating the Tribes usage by the year of 2023. Motion seconded by Councilmember Dole. Motion carried 3/0.**

**Mayor Roundtable:**

**Maple Hall Floors:**

Public Works Director Lease stated they can't match up the patch replacement of the wood floors so he recommended doing all the Maple Hall floor. The additional cost would be approximately \$9700. Also, in removing the damaged floor, they discovered there was rubber pads under the subfloor. We need to replace it as well due to the elevation of the floor. He is going back to the insurance company to request reimbursement for the replacement of the rubber pads. The change order will be before Council at the next meeting. Public Works Director Lease is requesting the Council to approve moving forward to replace the entire floor in Maple Hall at the additional cost.

**Councilmember Chamberlain moved to approve moving forward with replacing the entire floor in Maple Hall at the additional cost of \$9700. Motion seconded by Councilmember Wohleb. Motion carried 3/0.**

**Tulip Parade:**

Public Works Director Lease priced hiring six flaggers, for six hours, to cover the closure of first for the Tulip Parade at a cost of \$3000. After discussions it was the consensus of the Council to hire the flaggers.

**Councilmember Wohleb moved to approve hiring the flaggers at the cost of \$3000 for the Tulip Parade. Motion seconded by Councilmember Dole. Motion carried 3/0.**

Mayor Hanneman received a call from King 5 regarding the downslide of visitors from Canada. She advised him to call after the Tulip Festival for a better outlook. Also, I-5 from Stanwood going North and South will be closed any day now for the installation of the fish habitat bridge. This closure of both directions will last for six to eight months from 7:00 am to 5:00 pm. The traffic will be routed off the highway to a single lane road. The impact for the Tulip Festival and the County as a whole could be significant.

**There being no further business the meeting ended at 7:03 p.m.**

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Maria DeGoede, Finance Director

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Marna Hanneman, Mayor



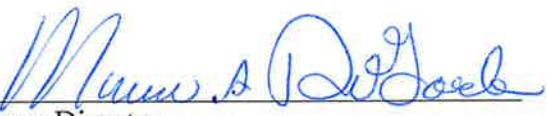
# **TOWN OF LA CONNER**

## ***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 March 25, 2025 Claims** have been received and that;

Checks Numbered:	27970 - 28003	\$160,024.17
Auto Payments:		
Excise Tax	#2018321	\$6491.53
WA Fed Bank	#2018322	\$117.41

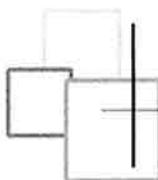
Are approved for a total payment of \$166,633.11 this 25<sup>th</sup> day of March 2025.

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

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

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

\_\_\_\_\_  
Councilmember



# Voucher Directory

Fiscal: : 2025 - March  
Council Date: : 2025 - March - Second Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
APSCO, Inc.	27970			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 24692</b>			
			<b>New Pump</b>		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$14,304.66
		<b>Total Invoice - 24692</b>			\$14,304.66
	<b>Total 27970</b>				\$14,304.66
	<b>Total APSCO, Inc.</b>				\$14,304.66
Barron	27971			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 298705079</b>			
			<b>Repair Leaking Pipe in Fire Hall</b>		
			001-000-522-20-48-01	Building Repair & Maintenance	\$3,395.16
		<b>Total Invoice - 298705079</b>			\$3,395.16
	<b>Total 27971</b>				\$3,395.16
	<b>Total Barron</b>				\$3,395.16
Birch Equipment	27972			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 301944-5</b>			
			<b>Forklift Rental</b>		
			403-000-553-30-35-00	Tools & Equipment Flood	\$2,284.86
		<b>Total Invoice - 301944-5</b>			\$2,284.86
	<b>Total 27972</b>				\$2,284.86
	<b>Total Birch Equipment</b>				\$2,284.86
Builders Exchange of WA, Inc.	27973			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 1079361</b>			
			<b>Publishing - WA &amp; Road Streets Pedestrian Improv.</b>		
			005-000-595-65-61-02	TIB Pedestrian Improvements	\$45.00
		<b>Total Invoice - 1079361</b>			\$45.00
	<b>Total 27973</b>				\$45.00
	<b>Total Builders Exchange of WA, Inc.</b>				\$45.00

Vendor	Number	Reference	Account Number	Description	Amount
Canon Financial Services INC.					
	27974			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 39084066</b>			
		<b>Copier Lease</b>			
		001-000-518-30-40-00		Lease Agreement Tax	\$10.58
		001-000-591-31-70-00		Rents & Leases - Longterm	\$121.67
		70%			
		401-000-534-80-40-00		Lease Agreement Tax	\$2.27
		401-000-591-31-70-00		Rents & Leases - Longterm	\$26.07
		15%			
		409-000-535-80-40-00		Lease Agreement Tax	\$2.27
		409-000-591-31-70-00		Rents & Leases - Longterm	\$26.07
		15%			
		<b>Total Invoice - 39084066</b>			<b>\$188.93</b>
	<b>Total 27974</b>				<b>\$188.93</b>
<b>Total Canon Financial Services INC.</b>					<b>\$188.93</b>
City of Anacortes					
	27975			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - CityofAnacortesFeb2025</b>			
		<b>Feb 2025 Water Charges</b>			
		401-000-534-80-33-00		Purchase of Wholesale Water	\$27,873.00
		Water sales			
		<b>Total Invoice - CityofAnacortesFeb2025</b>			<b>\$27,873.00</b>
	<b>Total 27975</b>				<b>\$27,873.00</b>
<b>Total City of Anacortes</b>					<b>\$27,873.00</b>
Dalco Inc.					
	27976			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 60629</b>			
		<b>Pressurer Washer &amp; Nozzle</b>			
		409-000-535-80-48-03		Pipe Repair & Maintenance	\$1,868.99
		<b>Total Invoice - 60629</b>			<b>\$1,868.99</b>
	<b>Total 27976</b>				<b>\$1,868.99</b>
<b>Total Dalco Inc.</b>					<b>\$1,868.99</b>
David Evans & Associates Inc.					
	27977			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 584868</b>			
		<b>Water System Plan</b>			
		401-000-594-34-64-02		Capital Projects	\$2,825.33
		<b>Total Invoice - 584868</b>			<b>\$2,825.33</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - 584880</b>			
		WA & Road Streets Ped.			
		005-000-595-65-61-02		TIB Pedestrian Improvements	\$6,718.23
		<b>Total Invoice - 584880</b>			\$6,718.23
		<b>Total 27977</b>			\$9,543.56
<b>Total David Evans &amp; Associates Inc.</b>					
<b>Department of Ecology</b>					
	27978			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 2025-BA0022446</b>			
		Biosolids Annual Permit Fee			
		409-000-535-80-49-00		Dues & Subscriptions	\$1,238.51
		<b>Total Invoice - 2025-BA0022446</b>			\$1,238.51
	<b>Total 27978</b>				\$1,238.51
<b>Total Department of Ecology</b>					
<b>Erin Long</b>				<b>2025 - March - Second Council Meeting</b>	
	27979			<b>Invoice - LongMHDepRef3/8/25</b>	
		Long Maple Hall Dep Ref 3/8/25			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$425.00
		<b>Total Invoice - LongMHDepRef3/8/25</b>			\$425.00
	<b>Total 27979</b>				\$425.00
<b>Total Erin Long</b>					
<b>ESO Solutions Inc.</b>				<b>2025 - March - Second Council Meeting</b>	
	27980			<b>Invoice - ESO-162886</b>	
		NFIRS			
		001-000-522-20-31-02		Medical Supplies	\$91.77
		<b>Total Invoice - ESO-162886</b>			\$91.77
	<b>Total 27980</b>				\$91.77
<b>Total ESO Solutions Inc.</b>					
<b>Eurofins Environment Testing NW</b>				<b>2025 - March - Second Council Meeting</b>	
	27981			<b>Invoice - 25-05557</b>	
		Effluent Testing			
		409-000-535-80-48-05		Materials/Testing	\$174.00
		Sewer Testing			
		<b>Total Invoice - 25-05557</b>			\$174.00
		<b>Invoice - 25-06335</b>			
		Effluent & Influent Testing			
		409-000-535-80-48-05		Materials/Testing	\$624.00
		Sewer Testing			
		<b>Total Invoice - 25-06335</b>			\$624.00

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Invoice - 25-06907</b>			
		Coliform Testing			
		401-000-534-80-41-00		Professional Services	\$26.00
		Water Testing			
		<b>Total Invoice - 25-06907</b>			<b>\$26.00</b>
		<b>Invoice - MFC0002</b>			
		Compliance HPC			
		401-000-534-80-41-00		Professional Services	\$68.00
		Water Testing			
		<b>Total Invoice - MFC0002</b>			<b>\$68.00</b>
		<b>Total 27981</b>			<b>\$892.00</b>
		<b>Total Eurofins Environment Testing NW</b>			<b>\$892.00</b>
<b>Fastenal Company</b>					
	27982			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - WAANA160814</b>			
		1/4 Chain ZP BKT & 3/4x2 SCH40BRSNPL			
		409-000-535-80-48-03		Pipe Repair & Maintenance	\$80.63
		<b>Total Invoice - WAANA160814</b>			<b>\$80.63</b>
		<b>Invoice - WAANA160972</b>			
		TP & Paper Towels			
		003-000-575-50-31-05		Public Restroom Supplies	\$238.88
		<b>Total Invoice - WAANA160972</b>			<b>\$238.88</b>
		<b>Invoice - WAANA161042</b>			
		Nitr. Gloves			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$406.29
		<b>Total Invoice - WAANA161042</b>			<b>\$406.29</b>
		<b>Invoice - WAANA161069</b>			
		Lysol Disinfectant			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$73.55
		<b>Total Invoice - WAANA161069</b>			<b>\$73.55</b>
		<b>Total 27982</b>			<b>\$799.35</b>
		<b>Total Fastenal Company</b>			<b>\$799.35</b>
<b>Frontline Cleaning Services</b>					
	27983			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 37988</b>			
		Public Restroom Cleaning			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$2,516.00
		<b>Total Invoice - 37988</b>			<b>\$2,516.00</b>
		<b>Total 27983</b>			<b>\$2,516.00</b>
		<b>Total Frontline Cleaning Services</b>			<b>\$2,516.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
GLDN	27984			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - GLDNGCDepRef3/4/25</b>		<b>GLDN Garden Club Dep Ref 3/4/25</b>	
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		<b>Total Invoice - GLDNGCDepRef3/4/25</b>			<b>\$215.00</b>
	<b>Total 27984</b>				<b>\$215.00</b>
<b>Total GLDN</b>					<b>\$215.00</b>
Grainger	27985			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 9430483322</b>		<b>Sticky Notes, Diesel Exhaust Fluid &amp; Cultivator</b>	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$232.29
		<b>Total Invoice - 9430483322</b>			<b>\$232.29</b>
		<b>Invoice - 9435293577</b>		<b>Ensilage Fork</b>	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$204.53
		<b>Total Invoice - 9435293577</b>			<b>\$204.53</b>
	<b>Total 27985</b>				<b>\$436.82</b>
<b>Total Grainger</b>					<b>\$436.82</b>
Greaves Company Inc	27986			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 179736</b>		<b>Claval X101</b>	
			403-000-531-38-48-03	System Repair & Maintenance	\$482.46
		<b>Total Invoice - 179736</b>			<b>\$482.46</b>
	<b>Total 27986</b>				<b>\$482.46</b>
<b>Total Greaves Company Inc</b>					<b>\$482.46</b>
HD Supply Facilities Maint.	27987			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 9234696688</b>		<b>Maple Hall Chairs</b>	
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$11,799.34
		<b>Total Invoice - 9234696688</b>			<b>\$11,799.34</b>
	<b>Total 27987</b>				<b>\$11,799.34</b>
<b>Total HD Supply Facilities Maint.</b>					<b>\$11,799.34</b>

Vendor	Number	Reference	Account Number	Description	Amount
Les Schwab Tire Center					
	27988			2025 - March - Second Council Meeting	
		Invoice - 43400155003			
			John Deere 244L - New Tires		
			412-000-554-90-48-06	Compost Machinery/Equip	\$4,802.57
		Total Invoice - 43400155003			\$4,802.57
					\$4,802.57
		Total 27988			\$4,802.57
Total Les Schwab Tire Center					\$4,802.57
Napa Auto Parts					
	27989			2025 - March - Second Council Meeting	
		Invoice - 548486			
			Electrical Fuel Pump		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$434.30
		Total Invoice - 548486			\$434.30
		Invoice - 548554			
			Water Pump & Thermostat		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$133.97
		Total Invoice - 548554			\$133.97
		Invoice - 548563			
			Antifreeze		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$41.93
		Total Invoice - 548563			\$41.93
		Invoice - 548595			
			2.5 DEF		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$13.89
		Total Invoice - 548595			\$13.89
		Invoice - 548648			
			Wd40		
			001-000-522-20-35-00	Small Tools & Equipment	\$8.80
		Total Invoice - 548648			\$8.80
		Invoice - 548709			
			Pro Mtr Treatment /Moist AB/Starting Fluid		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$30.32
		Total Invoice - 548709			\$30.32
		Total 27989			\$663.21
Total Napa Auto Parts					\$663.21

Vendor	Number	Reference	Account Number	Description	Amount
Nelson-Reisner					
	27990			2025 - March - Second Council Meeting	
		Invoice - 0885929-IN			
		WWTP Fuel			
		412-000-554-90-32-00		Fuel	\$2,512.26
		Total Invoice - 0885929-IN			\$2,512.26
	Total 27990				\$2,512.26
Total Nelson-Reisner					\$2,512.26
North Central Laboratory					
	27991			2025 - March - Second Council Meeting	
		Invoice - 516741			
		50 Mil BOD & Glass Cylinder			
		409-000-535-80-31-02		Lab Supplies	\$263.51
		Total Invoice - 516741			\$263.51
	Total 27991				\$263.51
Total North Central Laboratory					\$263.51
NP Information Systems					
	27992			2025 - March - Second Council Meeting	
		Invoice - 2677			
		Phones			
		001-000-518-30-42-00		Communications	\$375.50
		Town Hall 70%			
		001-000-522-20-42-00		Communications	\$53.64
		Fire Dept. 10%			
		401-000-534-80-42-00		Communications	\$53.64
		Public Works 10%			
		409-000-535-80-42-00		Communications	\$53.64
		WWTP 10%			
		Total Invoice - 2677			\$536.42
	Total 27992				\$536.42
Total NP Information Systems					\$536.42
Puget Sound Energy					
	27993			2025 - March - Second Council Meeting	
		Invoice - PSEMar2025			
		Utility - Electric			
		001-000-518-30-47-00		Public Utility Services	\$324.92
		204 Douglas St -Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$706.43
		12142 Chilberg - Fire Dept			
		002-000-576-80-47-00		Public Utility Services	\$168.52
		100 Washington Ave Light- St End Park			
		002-000-576-80-47-00		Public Utility Services	\$134.80
		1339 Connor Way - Pioneer Park Gazebo			

Vendor	Number	Reference	Account Number	Description	Amount
			002-000-576-80-47-00	Public Utility Services	\$29.64
				1339 Conner Way Lights - Pioneer Park Lights	
			002-000-576-80-47-00	Public Utility Services	\$23.17
				100 Morris - Gilkey Square	
			002-000-576-80-47-00	Public Utility Services	\$11.66
				1340 Conner Way	
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$535.85
				104 Commercial - Maple Hall	
			003-000-575-50-47-02	Public Utility Services-GC	\$61.25
				622 S 2nd Street - Garden Club	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$141.44
				613 1st Street - Public Restroom	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$230.73
				304 Morris St -Public Restroom	
			005-000-542-63-47-00	Public Utility Services	\$32.08
				100 Sherman St	
			005-000-542-63-47-00	Public Utility Services	\$306.22
				1st Street Lights #220005384221	
			005-000-542-63-47-00	Public Utility Services	\$71.95
				12100 Chilberg - Flag pole/Monument lights	
			005-000-542-63-47-00	Public Utility Services	\$748.04
				Street lights Acct #300000001705	
			005-000-542-63-47-00	Public Utility Services	\$792.38
				125 1st Street LC Post Office #300000002505	
			005-000-542-63-47-00	Public Utility Services	\$81.02
				3rd & Douglas	
			401-000-534-80-47-00	Public Utility Services	\$430.22
				604 N 3rd Street - PW Shop-300000002695	
			401-000-534-80-47-00	Public Utility Services	\$15.07
				1200 S 4th St - Water Tank	
			403-000-531-38-47-00	Public Utility Service	\$420.03
				213 Caledonia - Drainage Pump	
			403-000-531-38-47-00	Public Utility Service	\$89.81
				102 S 6th St - Drainage Pump	
			409-000-535-80-47-00	Public Utility Services	\$62.05
				622 1st Street - Sewage Vault	
			409-000-535-80-47-00	Public Utility Services	\$35.51
				602 N 3rd Street - Pump	
			409-000-535-80-47-00	Public Utility Services	\$4,242.01
				12154 Chilberg Rd WWTP	
			409-000-535-80-47-00	Public Utility Services	\$10.21
				12154 Chilberg - WWTP Fuel Station	
			<b>Total Invoice - PSEMar2025</b>		<b>\$9,705.01</b>
		<b>Total 27993</b>			<b>\$9,705.01</b>
		<b>Total Puget Sound Energy</b>			<b>\$9,705.01</b>

Vendor	Number	Reference	Account Number	Description	Amount
Pye - Barker Fire & Safety					
	27994			2025 - March - Second Council Meeting	
		Invoice - IV00463698			
			Annual Fire Inspection		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$326.42
		Total Invoice - IV00463698			\$326.42
					\$326.42
		Total 27994			\$326.42
Total Pye - Barker Fire & Safety					\$326.42
Sherwin Williams Co.					
	27995			2025 - March - Second Council Meeting	
		Invoice - 4992-1			
			Paint Gun Cable		
			005-000-542-64-48-03	System Repair & Maintenance	\$94.78
		Total Invoice - 4992-1			\$94.78
					\$94.78
		Total 27995			\$94.78
Total Sherwin Williams Co.					\$94.78
Town of La Conner					
	27996			2025 - March - Second Council Meeting	
		Invoice - C 03-2025			
			Mar 2025 Sewer Service Charges		
			412-000-554-90-47-00	Compost Treatment Chgs - 409	\$10,833.34
		Total Invoice - C 03-2025			\$10,833.34
		Invoice - S 03-2025			
			Mar 2025 Sludge Disposal		
			409-000-535-80-47-02	Sludge Disposal - 412	\$2,500.00
		Total Invoice - S 03-2025			\$2,500.00
					\$13,333.34
		Total 27996			\$13,333.34
Total Town of La Conner					
U.S. Bank					
	27997			2025 - March - Second Council Meeting	
		Invoice - A-1Mobile2/21/25			
			Keys for Maple Hall		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$42.39
		Total Invoice - A-1Mobile2/21/25			\$42.39
		Invoice - Amazon0313832			
			Bypass Cable/Fuse/Fuse Jumper Connector		
			005-000-543-10-48-02	Vehicle Repair & Maintenance	\$8.64
		Total Invoice - Amazon0313832			\$8.64
		Invoice - Amazon0732201			
			Lights for Maple Hall		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$121.68
		Total Invoice - Amazon0732201			\$121.68

Vendor	Number	Reference	Account Number	Description	Amount
<b>Invoice - Amazon1768269</b>					
		<b>Copy Paper &amp; File Dividers</b>			
		001-000-518-30-31-00		Office & Operating Supplies	\$156.46
<b>Total Invoice - Amazon1768269</b>					
<b>Invoice - Amazon4142641</b>					
		<b>Throttle for Dodge Ram</b>			
		005-000-543-10-48-02		Vehicle Repair & Maintenance	\$62.93
<b>Total Invoice - Amazon4142641</b>					
<b>Invoice - Amazon6223412</b>					
		<b>New Toliet for 1st Street Restroom</b>			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$466.93
<b>Total Invoice - Amazon6223412</b>					
<b>Invoice - Amazon7027436</b>					
		<b>Floor Bolts, Toliet Gasket, Wax Ring &amp; Toliet Seat</b>			
		003-000-575-50-48-05		Public Restrooms - Repair & Maint.	\$99.39
<b>Total Invoice - Amazon7027436</b>					
<b>Invoice - Amazon7774638</b>					
		<b>Reflective Safety Vests</b>			
		401-000-534-80-48-03		System Repair & Maintenance	\$75.70
<b>Total Invoice - Amazon7774638</b>					
<b>Invoice - CapCampus2/20/25</b>					
		<b>Parking in Olympia-Legislature</b>			
		001-000-513-10-43-01		Admin Travel	\$14.00
<b>Total Invoice - CapCampus2/20/25</b>					
<b>Invoice - CrashPInPro2/20/25</b>					
		<b>Server Backup</b>			
		001-000-518-30-48-00		Computer/Server Maintenance	\$54.25
		Server Backup			
<b>Total Invoice - CrashPInPro2/20/25</b>					
<b>Invoice - GRC2/21/25</b>					
		<b>Water Certification Renewal - Sherman</b>			
		401-000-534-80-49-00		Dues & Subscriptions	\$77.00
<b>Total Invoice - GRC2/21/25</b>					
<b>Invoice - HomeDepot2/14/25</b>					
		<b>Water</b>			
		001-000-518-30-31-00		Office & Operating Supplies	\$27.65
<b>Total Invoice - HomeDepot2/14/25</b>					
<b>Invoice - JifLube2080</b>					
		<b>Oil/Filter Change</b>			
		001-000-522-20-48-02		Vehicle Repair & Maintenance	\$125.10
<b>Total Invoice - JifLube2080</b>					
<b>Invoice - Karmart-2033180</b>					
		<b>Replace Engine Module 2012 Ram</b>			
		005-000-543-10-48-02		Vehicle Repair & Maintenance	\$1,489.76
<b>Total Invoice - Karmart-2033180</b>					

Vendor	Number	Reference	Account Number	Description	Amount
<b>Invoice - LcTav2/22/25</b>					
		<b>Fire Boat Training - Meal</b>			
		001-000-522-20-49-02		Training & Meetings	\$264.18
<b>Total Invoice - LcTav2/22/25</b>					
<b>Invoice - Meconis2/20/25</b>					
		<b>Meal in Olympia-Legislature</b>			
		001-000-513-10-43-01		Admin Travel	\$27.27
<b>Total Invoice - Meconis2/20/25</b>					
<b>Invoice - MRSC-Credit2/20/25</b>					
		<b>Cancelation of Webinar Budgeting - DeGoede</b>			
		001-000-514-23-49-02		Training & Meetings	(\$150.00)
<b>Total Invoice - MRSC-Credit2/20/25</b>					
<b>Invoice - MRSC2/27/25</b>					
		<b>MRSC Webinar Public Records Training - Viola</b>			
		001-000-514-23-49-02		Training & Meetings	\$140.00
<b>Total Invoice - MRSC2/27/25</b>					
<b>Invoice - NAPA548573</b>					
		<b>Gauge</b>			
		001-000-522-20-35-00		Small Tools & Equipment	\$32.57
<b>Total Invoice - NAPA548573</b>					
<b>Invoice - OffDepot2/14/25</b>					
		<b>Ink Cartridge</b>			
		001-000-522-20-31-00		Office & Operating Supplies	\$27.73
<b>Total Invoice - OffDepot2/14/25</b>					
<b>Invoice - OwlsNest2/20/25</b>					
		<b>Meal in Olympia-Legislature</b>			
		001-000-513-10-43-01		Admin Travel	\$15.90
<b>Total Invoice - OwlsNest2/20/25</b>					
<b>Invoice - SlabJack-61021-14044</b>					
		<b>Sidewalk Repairs</b>			
		005-000-543-10-48-00		Repair & Maintenance	\$3,347.96
<b>Total Invoice - SlabJack-61021-14044</b>					
<b>Invoice - WFOA5/27/25</b>					
		<b>Webinar Local Taxes - DeGoede</b>			
		001-000-514-23-49-02		Training & Meetings	\$50.00
<b>Total Invoice - WFOA5/27/25</b>					
<b>Invoice - ZoomINV296307129</b>					
		<b>Monthly Zoom Charge</b>			
		001-000-518-30-31-00		Office & Operating Supplies	\$279.02
<b>Total Invoice - ZoomINV296307129</b>					
<b>Total 27997</b>					
<b>Total U.S. Bank</b>					
<b>\$6,856.51</b>					
<b>\$6,856.51</b>					

Vendor	Number	Reference	Account Number	Description	Amount
ULINE	27998			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 190196135</b>		<b>20 Traffic Cone Signs - No Parking</b>	
			005-000-542-64-48-04	Signage Repair & Maintenance	\$437.94
		<b>Total Invoice - 190196135</b>			<b>\$437.94</b>
	<b>Total 27998</b>				<b>\$437.94</b>
<b>Total ULINE</b>					<b>\$437.94</b>
USA Bluebook	27999			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - INV00644011</b>		<b>Treatment Plant Log Book</b>	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$67.13
		<b>Total Invoice - INV00644011</b>			<b>\$67.13</b>
		<b>Invoice - INV00651186</b>		<b>Nitrile Gloves</b>	
			409-000-535-80-48-01	Plant Repair & Maintenance	\$268.73
		<b>Total Invoice - INV00651186</b>			<b>\$268.73</b>
	<b>Total 27999</b>				<b>\$335.86</b>
<b>Total USA Bluebook</b>					<b>\$335.86</b>
Verizon Wireless	28000			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - 6107889410</b>		<b>Cell Phones</b>	
			001-000-513-10-42-00	Mayor's Communications	\$54.71
			001-000-521-70-42-00	Communications-Code Enf	\$26.58
			001-000-522-20-42-00	Code Enforcement/Split with Fire	
				Communications	\$66.59
				Fire Dept./Split w Code & 2nd Remote	
		<b>Total Invoice - 6107889410</b>			<b>\$147.88</b>
	<b>Total 28000</b>				<b>\$147.88</b>
<b>Total Verizon Wireless</b>					<b>\$147.88</b>
WA State DOR - Excise Tax	2018321			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - DORExciseTaxFeb2025</b>		<b>Feb 2025 Excise Tax</b>	
			401-000-534-80-49-03	Excise Taxes	\$3,611.89
			403-000-531-38-49-03	Excise Taxes	\$408.96
			409-000-535-80-49-01	Excise Taxes	\$1,364.25
			412-000-554-90-49-01	Compost Sales Tax	\$34.97

Vendor	Number	Reference	Account Number	Description	Amount
			412-000-554-90-49-02	Excise Taxes	\$1,071.46
		Total Invoice - DORExciseTaxFeb2025			\$6,491.53
Total 2018321					\$6,491.53
Total WA State DOR - Excise Tax					\$6,491.53
Washington Federal Bank					
2018322					
		2025 - March - Second Council Meeting			
		Invoice - HarlandClk3/19/25			
		Bank Deposit Book (Deposit Slips)			
		001-000-518-30-31-00	Office & Operating Supplies		\$117.41
		Total Invoice - HarlandClk3/19/25			\$117.41
Total 2018322					\$117.41
Total Washington Federal Bank					\$117.41
Water-Wasterwater Services					
28001					
		2025 - March - Second Council Meeting			
		Invoice - 60600			
		Feb 2025 WWTP Charges			
		409-000-535-80-41-03	Plant Operator		\$20,362.80
		Sewer Plant Operations			
		409-000-535-80-48-01	Plant Repair & Maintenance		\$360.27
		Reimbursables			
		412-000-554-90-41-05	Compost Operator		\$18,947.62
		Compost Operations - 48.2%			
		Total Invoice - 60600			\$39,670.69
Total 28001					\$39,670.69
Total Water-Wasterwater Services					\$39,670.69
Wave Broadband					
28002					
		2025 - March - Second Council Meeting			
		Invoice - WAVE3-1-25			
		Internet & Phones			
		001-000-518-30-42-00	Communications		\$690.07
		TH Internet & phones			
		001-000-522-20-42-00	Communications		\$159.88
		Fire Dept			
		003-000-575-50-42-01	Communications-MH/MC		\$228.02
		MH/MC Internet & phones			
		401-000-534-80-42-00	Communications		\$332.36
		PW Office Internet & phones - 604 3rd N			
		409-000-535-80-42-00	Communications		\$20.88
		WWTP Marina Lift Station			

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-535-80-42-00		\$191.15
			WWTP	Communications	
		<b>Total Invoice - WAVE3-1-25</b>			<b>\$1,622.36</b>
<b>Total 28002</b>					<b>\$1,622.36</b>
<b>Total Wave Broadband</b>					<b>\$1,622.36</b>
<b>Wayne Bradford</b>					
	<b>28003</b>			<b>2025 - March - Second Council Meeting</b>	
		<b>Invoice - BradfordGCDepRef3/8/25</b>			
		Bradford Garden Club Dep Ref 3/8/25			
		003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund	\$315.00
		<b>Total Invoice - BradfordGCDepRef3/8/25</b>			<b>\$315.00</b>
<b>Total 28003</b>					<b>\$315.00</b>
<b>Total Wayne Bradford</b>					<b>\$315.00</b>
<b>Grand Total</b>		<b>Vendor Count</b>			<b>\$166,633.11</b>



# Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **March 1, 2025** through **March 15, 2025** 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  
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 6064 through 6070	\$1,988.21	
Auto Payments:		
Payroll Taxes	#2018320	\$9,409.65
Payroll Auto Deposit		\$27,499.74

are approved for a total payment of **\$38,897.60** this 25<sup>th</sup> day of March, 2025.

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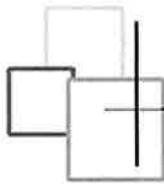
Councilmember – Finance Committee

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Councilmember – Finance Committee

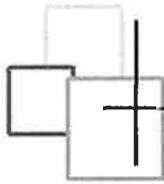
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Councilmember



# Register

Number	Name	Fiscal Description	Cleared	Amount
6064	Dept of Labor & Industry	2025 - March - Second Council Meeting		\$753.35
6065	Employment Security	2025 - March - Second Council Meeting		\$78.39
6066	North Coast Credit Union	2025 - March - Second Council Meeting		\$150.00
6067	Paid Family & Medical Leave	2025 - March - Second Council Meeting		\$257.97
6068	Teamsters Local No. 231	2025 - March - Second Council Meeting		\$152.00
6069	Wa Cares Fund	2025 - March - Second Council Meeting		\$126.40
6070	Washington State Support Registry	2025 - March - Second Council Meeting		\$470.10
2018320	Washington Federal	2025 - March - Second Council Meeting		\$9,409.65
<u>Direct Deposit Run -</u> <u>3/17/2025</u>	Payroll Vendor	2025 - March - Second Council Meeting		\$27,499.74
				<b>\$38,897.60</b>



## Register Activity

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 3/17/2025	Payroll Vendor	2025 - March - Second Council Meeting	\$27,499.74
Eills, Ajah G	ACH Pay - 7559	Posting Run - 3/17/2025 1:38:03 PM	\$2,133.71
Herring, Jennifer M	ACH Pay - 7560	Posting Run - 3/17/2025 1:38:03 PM	\$2,324.85
Johnson, Brittany	ACH Pay - 7571	Posting Run - 3/17/2025 1:38:03 PM	\$653.60
Kerley-DeGoede, Maria A	ACH Pay - 7568	Posting Run - 3/17/2025 1:38:03 PM	\$2,606.55
Lease, Brian	ACH Pay - 7564	Posting Run - 3/17/2025 1:38:03 PM	\$3,325.60
Mesman, Benjamin	ACH Pay - 7562	Posting Run - 3/17/2025 1:38:03 PM	\$748.24
Palaniuk, Kevin R	ACH Pay - 7570	Posting Run - 3/17/2025 1:38:03 PM	\$2,696.39
Pena-Ayon, Manuel A	ACH Pay - 7567	Posting Run - 3/17/2025 1:38:03 PM	\$1,377.37
Reinstra, Aaron M.	ACH Pay - 7569	Posting Run - 3/17/2025 1:38:03 PM	\$2,224.00
Sherman, Albert R	ACH Pay - 7566	Posting Run - 3/17/2025 1:38:03 PM	\$2,126.08
Smith, Christopher	ACH Pay - 7563	Posting Run - 3/17/2025 1:38:03 PM	\$2,428.60
Thomas, Scott G	ACH Pay - 7561	Posting Run - 3/17/2025 1:38:03 PM	\$2,926.66
Viola, Angela T	ACH Pay - 7565	Posting Run - 3/17/2025 1:38:03 PM	\$1,928.09
			<b>\$27,499.74</b>

# Reports

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



*Town of La Conner*  
Administrator's Report

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MEMORANDUM

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TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: March 20, 2025

1. Budget. To date, La Conner's town budget continues to perform as expected with revenues meeting projections. That said, we are aware of state revenue forecasts that predict reduced revenues, particularly for sales and B&O taxes, due to several economic uncertainties. The March state revenue forecast can be viewed here:

<https://erfc.wa.gov/sites/default/files/public/documents/meetings/rev20250318.pdf>

The state revenue forecast decreased again by \$479 million for 2025-27 and \$420 million for 2027-29, which will add \$900 million to the estimated \$12-15 billion operating budget gap for the next four years as the Legislature finalizes plans to release budget proposals the week of March 24. For La Conner, we have concerns that programs like the Public Works Assistance Account, which helps fund projects including the wastewater treatment plant and water line replacement, will be reduced at the same time that federal grants are also reduced for those same projects.

2. Emergency Training

3. Legislature. Along with the Washington Association of Cities, Town staff continue to monitor a number of bills that are making their way through the legislature, including the following:

- ESSB 5509, concerning the siting of child care centers. This bill requires child care centers to be permitted as outright permitted uses in all zones except industrial zones, and requires on-site child care centers to be conditionally permitted in industrial and light industrial zones, except in or around high-hazard facilities.
- ESSB 5576, which would provide a local government option to impose a tax on short-term rentals to fund affordable housing programs.
- 2SHB 1183, which incentivizes affordable and sustainable building practices. This bill would require cities and towns to allow the portion of an exterior wall assembly that includes insulation to project up to eight inches into the setbacks on all sides; allow the building to exceed the maximum allowable roof height by eight inches to accommodate

additional insulation in new construction or retrofit of existing buildings to be used for residential housing; and allow a building to exceed the maximum allowable roof height by at least 48 inches to accommodate a roof-mounted solar energy panel. Further, cities and counties may not require off-street parking as a condition of permitting affordable housing, new construction or the retrofit of existing buildings meeting passive house requirements, modular construction, or mass timber construction.

4. Maple Hall. We understand that the floor replacement in Maple Hall is progressing well at this point. We look forward to reopening the building as scheduled.

5. America's 250th anniversary in 2026 will officially kick off this year with a commemoration of events that began the revolution a year before independence was declared. On the evening of April 18-19, 1775, Paul Revere, William Dawes and others undertook a perilous ride to alert everyone in the Boston, Mass., countryside of the coming danger from the British army. Many remember reading Longfellow's poem *Paul Revere's Ride* in elementary school, commemorating the instruction "One if by land, two if by sea."

This year, 250 years after that "midnight ride," Washingtonians are being asked to use those same symbols and hang two lights in buildings and homes on the evening of April 18, 2025, to recognize the importance of supporting each other and serving our communities as Paul Revere, his fellow riders and the citizens who answered the call to arms to serve and defend their fellow countrymen that night and the following day at the Battles of Lexington and Concord exemplified. The Washington State Capitol in Olympia and the Washington State History Museum in Tacoma plan on participating. In La Conner, staff intend to display two lights in Town Hall on that Friday evening.

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 1<sup>st</sup> St Right of Way projects.

*November, 2024: Apart from the successful 1<sup>st</sup> 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) Agreement – WA & Road Streets Ped. Improvements  
(David Evans & Associates – Amendment)**
- 2) Agreement - WA & Road Streets Ped. Improvements  
(E & E Contracting)**
- 3) PUBLIC HEARING – Moore Clark Subarea Plan  
Closeout**

**Agreement – WA & Road Streets  
Ped. Improv. David Evans & Assoc.**



DAVID EVANS  
AND ASSOCIATES INC.

March 7, 2025

Brian Lease – Public Works Director  
Town of La Conner  
604 N Third Street  
La Conner WA 98257

via email: [publicworks@townoflaconner.org](mailto:publicworks@townoflaconner.org)

**RE: Proposal for Engineering Services – Washington & Road Streets Pedestrian Improvements  
– Amendment No. 1 Construction Survey Staking**

Brian,

David Evans and Associates, Inc. (DEA) is pleased to provide you with our proposal to provide construction survey staking for the pedestrian safety improvement project focused along Washington St, Road St, and Maple Ave.

Our proposed scope of work is described in Attachment A of the enclosed Authorization for Professional Services (APS) and will be performed on a time and expense basis with a Not to Exceed cost. The work will be performed under the standing Professional Services Agreement on file and the previous Authorization for Professional Services dated March 28, 2024 and executed April 15, 2024. For budgeting purposes, we estimate the costs to be as follows:

Task 006 – Construction Survey Staking .....	\$15,725
<u>Direct Expenses</u> .....	<u>\$439</u>
	<b>TOTAL \$16,164</b>

Please review our proposal and if it is acceptable, sign and return the APS to our office. A countersigned copy will be returned to you for your records. Receipt of the signed agreement and retainer will serve as our authorization to proceed.

We greatly appreciate the opportunity to provide you with our proposal and I look forward to working with you. If you have any questions or comments regarding the enclosed, please contact me at (425) 519-6529 or at [zack.worley@deainc.com](mailto:zack.worley@deainc.com). Thank you.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Zack Worley, PE  
Project Engineer V

Enclosure: Authorization for Professional Services, Attachment A – Scope of Services, Attachment B – Fee for Services

# AUTHORIZATION FOR PROFESSIONAL SERVICES

Client:	Town of La Conner	Date:	March 7, 2025
Address:	604 N Third Street La Conner WA 98257		
Email:	Publicworks@townoflaconner.org	Telephone:	Brian Lease 360.466.3933

This work will be performed under:

Contract for General Engineering Services, dated 3/26/96

Assignment to CHS, LLC, dated 8/6/04

Assignment to DEA, Inc., dated 6/12/20

Authorization for Professional Services dated March 28, 2024 and executed April 15, 2024

The signing of this Authorization by Client and David Evans and Associates, Inc. ("DEA", together with Client, the "Parties") authorizes DEA to carry out and complete the services as described below in consideration of the mutual covenants set forth herein.

1. **PROJECT:** Client intends to engage in the following project (the "Project"):

Washington & Road Streets Pedestrian Improvements – Amendment No. 1

2. **SCOPE OF SERVICES:** DEA will perform the following services (the "Services") related to the Project (the "Scope of Services"), as described below or in the attached **Attachment A, Scope of Services**:

Attachment A – Scope of Services

3. **FEES FOR SERVICES:** DEA's fee for performing the Scope of Services is as indicated below:

- Client will pay a retainer amount of \$N/A (the "Retainer") upon execution of the Agreement. The Retainer will be used to pay the final fees due under the Agreement, at such time as all Services are completed and the final bill is due.
- A fixed fee of \_\_\_\_\_.
- A fee amount based on the **Attachment B - Fee for Services**.
- Other: **Expenses:** Non-labor expenses, including but not limited to, per diem, mileage, utility locates, title reports, delivery fees, research materials, and recording fees are not included in the fees stated above and will be invoiced as a separate line item at cost plus 10%.

4. **ATTACHMENTS:** The following attached documents are incorporated by this reference made part of this Agreement:

Attachment A - Scope of Services

Attachment B – Fee for Services

Client and DEA acknowledge that they are in agreement with the terms and conditions as set forth in this Agreement and that modification to this Agreement may only be made by written amendment duly executed by both Parties.

ACCEPTED FOR CLIENT:

Town of La Conner

ACCEPTED FOR DEA:

DAVID EVANS AND ASSOCIATES, INC.

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**TASK 006 – Construction Survey Staking**

**This task includes:**

- Coordinate project construction staking activities with the contractor, DEA survey team, and Town of La Conner.
- Quality Assurance and Quality Check internal reviews, initial scoping
- Stake out of all curb radiiuses and pavement centerline adjustments and give such lines and grades as are necessary in the Engineer's opinion for the proper construction thereof
- Three to four survey points for each curb radius and curb elevations approximately every 100 feet
- Construction staking for proposed inlet and catch basin locations and rim elevations

**Deliverables:**

- Complete proposal for construction survey staking work including scope and fee
- Construction survey staking in the field as described above

**Assumptions:**

- All work is anticipated to be located in the public right of way. Easement research and/or preparation of legal descriptions or easements is not anticipated to be necessary or included in the Scope of Work.
- No additional survey or construction staking will be required other than that specifically outlined in the Scope of Work.
- No survey for record drawings will be required as part of this work.
- A maximum of five (5) site visits will be required by the survey crew.

**GENERAL NOTES AND ASSUMPTIONS FOR ALL TASKS**

1. All work shall be performed by or under the direct supervision of a Professional Engineer with a current license in the State of Washington.
2. Fees do not include reimbursable expenses. Reimbursable expenses will be billed under separate task according to contract terms.
3. Client may authorize additional services by email or signed field authorization ticket.

## ATTACHMENT B – FEE FOR SERVICES

**Option 3: Direct Labor and Multiplier**

Client will pay DEA a fee in an amount equal to (i) Direct Labor Costs, multiplied by a factor established in the Professional Services Agreement, plus (ii) an amount for Expenses actually incurred multiplied by a factor of 1.10. "Direct Labor Costs" means the salaries and wages paid to personnel engaged directly in connection with the Services. Examples include principals, planners, engineers, scientists, architects, landscape architects, appraisers, right-of-way specialists, surveyors, designers, technicians, computer operators, clerks and other personnel.

In addition to the Direct Labor and Multiplier, the Fee is subject to a not-to-exceed amount of \$16,164.00. The not-to-exceed amount may be modified by an addendum to the Agreement. The DEA Project Manager may shift costs between tasks provided that the combined total does not exceed the limit shown.

Mileage Expense will be charged at the current allowable IRS rate, based on DEA - Woodinville, WA office starting point.

David Evans and  
Associates, Inc.

Project Fee Estimate  
Washington Street and Road Street Pedestrian Improvements -  
Amendment No. 1  
Town of La Conner

Project Number TOLC0000-2014

Date 3/7/2025

Prepared By ZAW

Task/Subtask (1)		Estimated DEA Labor - Civil Engineering Services						Total - w/ Expenses and Subs.	
		Personnel Positions and Approximate Hourly Billing Rates					DEA Labor		
		Project Manager	Survey Manager	Survey Crew	CAD/GIS Technician	Admin. Assistant	Total Hours	Total Estimated Fee	
6	Construction Survey Staking	\$212.58	\$219.34	\$237.12	\$117.08	\$115.60	80	\$15,725	\$16,164
6.1	Survey & Contractor Coordination		2	2			2	6	\$1,095
6.2	QA/QC						0	\$0	
6.3	Construction Survey Staking			2	48	24	74	\$14,630	
Total			2	4	48	24	2	80	\$15,725
									\$16,164

Estimated Direct Expenses

Mileage & Other Expenses	\$439
Subconsultants	\$0
Total Expenses	\$439

Project Fee Estimate Summary and Total

Total Estimated Labor	\$15,725
Total Estimated Expenses	\$439
Total Fee Estimate	\$16,164

Notes and Assumptions:

(1) See detailed Scope of Work dated 03/07/2025.  
 (2) All hours and expenses are estimated, and may be increased or decreased within the total budget limit at the discretion of DEA's project manager. The DEA project manager may transfer budget from estimated expenses to labor and vice versa, as the project manager may determine as appropriate. Work will be billed on a time and expense basis, subject to the limit of the not-to-exceed Total Fee Estimate value.  
 (3) Client shall be responsible for direct payment of all permit, agency review, advertisement, service or other project expenses not expressly included in the Project Fee Estimate and/or Scope of Work.

David Evans and Associates, Inc. 14432 SE Eastgate Way, Suite 400, Bellevue, WA 98007 425.519.6500 [www.deainc.com](http://www.deainc.com)

**Agreement – WA & Road Streets  
Ped. Improv. E&E Construction**

## AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of March, 2025, by and between the Town of La Conner herein called the Owner and E+E Contracting, hereinafter called the Contractor.

**ARTICLE I, SCOPE OF WORK.** The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this agreement is a component part, and everything required to be performed and shall provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the construction work covered by the contract in connection with the Owner's **Washington St & Road St Pedestrian Improvements Project** in strict conformity with the plans and specifications, including any and all Addenda issued by the Owner, with the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and the contract performed and completed subject to the approval of the Owner or its authorized representative.

**ARTICLE II. LUMP SUM PRICES.** The Owner shall pay the Contractor as full consideration for the performance of the contract, an amount equal to the Lump Sum amounts as set forth in the bid.

**ARTICLE III. UNIT PRICES.** The Owner shall pay to the Contractor as full consideration for the performance of the contract, an amount computed upon the basis of the quantity of work actually performed at the unit prices as set forth in the bid.

It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should be quantities of any of the items of work be increased, the Contractor shall perform the additional work at the unit prices set forth in the bid and should the quantities be decreased, payment will be made on actual quantities installed at the unit prices set forth in the bid and the Contractor will make no claim for anticipated profits for any increase or decrease in the quantities. Actual quantities will be determined upon completion of the work.

**ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT.** The Contract entered into by the acceptance of the Contractor's bid and the signing of this agreement consists of the following documents all which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.

1. This Agreement	8. Standard Specifications Incorporated by Reference
2. Change Orders	9. Instruction to Bidders
3. Addenda No. 1	10. Invitation to Bid
4. Specifications (Division 1 through 16 of Project Manual)	11. Bid Form
5. Contract Drawings	12. Performance and Payment Bond
6. Supplementary Conditions	13. Notice of Award
7. General Conditions	14. Notice to Proceed

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any document having a larger number in the numerical order set forth above. Provided, however,

although the supplemental conditions incorporate standard specifications by reference, in case of conflict or inconsistency, these standard specifications have a numerical order as shown above.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this day and year first above written.

The Town of La Conner  
OWNER

Corporate Seal:

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

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

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

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

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

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

E+E Contracting  
CONTRACTOR

Corporate Seal:

By: Ellie Chapman Ellie Chapman

Title: Member

WITNESS, if individual or partnership

ATTEST (if corporation)

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

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

\*\*\* END OF SECTION \*\*\*

**Moore Clark Subarea Plan  
Closeout**

## MEMORANDUM

---

TO: Town Council  
FROM: Planning Staff  
SUBJECT: Moore-Clark Subarea Plan  
DATE: March 25, 2025

Please see attached the final draft of the Moore-Clark Subarea Plan. During their last meeting, La Conner Planning Commission voted to recommend this for Town Council approval. It is the product of 6 months of work, which included public participation, stakeholder engagement, information collection, feasibility studies, environmental review, and place-based development considerations. If approved, this Subarea Plan will be included as an appendix to Chapter 5 of the Comprehensive Plan, the Land Use Element.

# Town of La Conner Moore Clark Subarea Plan



25 March 2025

**Town Council**

Mayor	Marna Hanneman
Position 1	Annie Taylor
Position 2	Ivan Carlson
Position 3	Rick Dole
Position 4	MaryLee Chamberlain
Position 5	Mary Wohleb

**Planning Commission**

Position 1	Cynthia Elliott
Position 2	Carol Hedlin
Position 3	Bruce Bradburn
Position 4	John Leaver
Position 5	Sommer Holt

**City Staff**

Attorney/Administrator	Scott Thomas
Planning Director Planner	Michael Davolio AICP
Assistant Planner	Ajah Eills

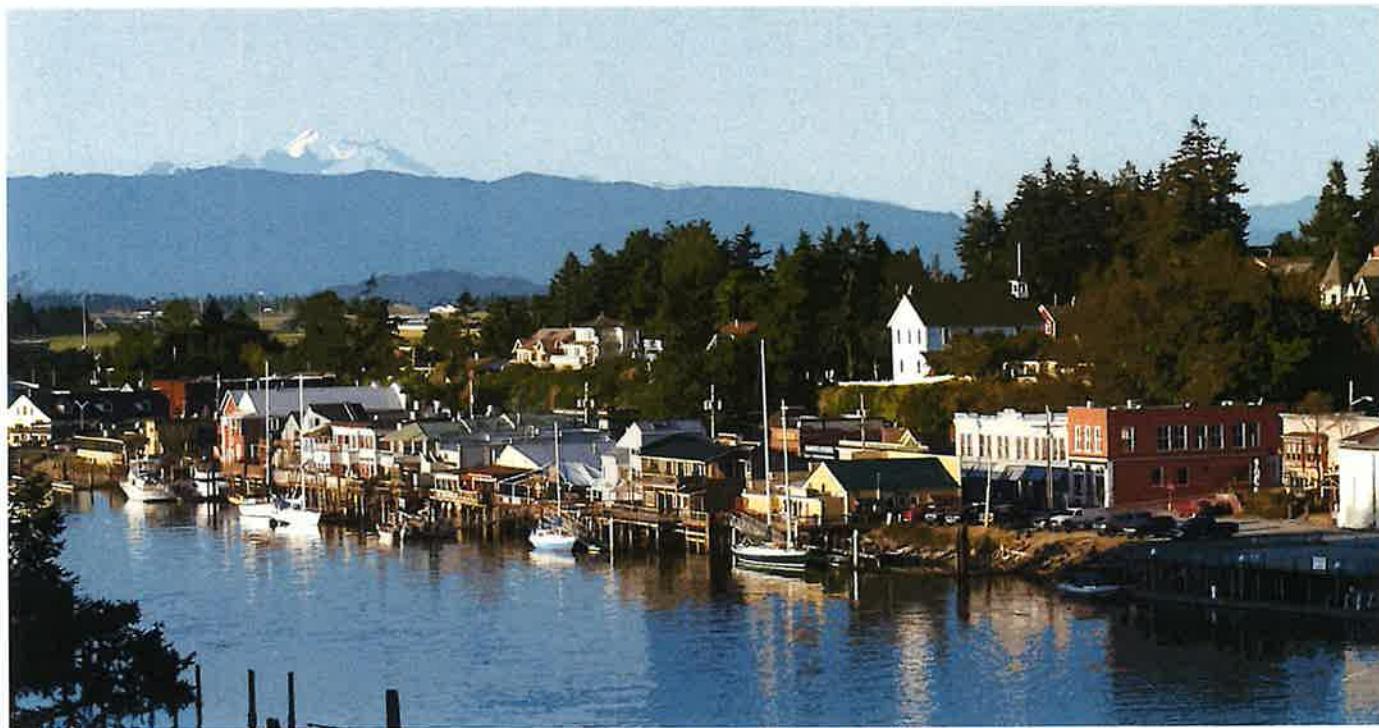
**Consultants**

Team Leader	Tom Beckwith FACIP
Economist	Eric Hovee
Development	Michelle Connor
Architect	Julie Blazek AIA LEED
Landscape Architect	Jennifer Kiusalass ASLA LEED
Arts & Culture	Missi K Smith
Structural Engineer	Tim Garrison PE
Civil Engineer	Eric Scott PE
Traffic Engineer	Michael Read PE
GIS	Jennifer Hackett

**The Moore Clark Subarea Plan was financed with a \$45,000 grant from the Washington State Department of Commerce Planning Grants and matching staff work from the Town of La Conner.**

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## Historical context

### Native Peoples - the Swinomish

Native peoples have lived in Skagit County and its environs for nearly 10,000 years. Sometime around 1300, a new group migrated down from the interior, possibly using the Skagit River, and came to be known as the Coast Salish.

These tribal groups were largely extended families living in villages in cedar plank houses. They had active, viable communities that socialized and traded far beyond their villages and region. They fished for salmon, collected clams and mussels, and use fire to encourage bracken fern and camas to grow on natural prairies.

John Work, a trader with Hudson's Bay Company, traveled through the area in 1824 and noted several "Scaadchet" villages as he crossed Skagit Bay and went up a winding Swinomish Channel. In 1850 there were 11 different tribal groups in Skagit County. As Work did, Euro-American settlers called them all Skagit Indians not seeing the differences.

The Swinomish were closely related to the Lower Skagits but were a separate people and inhabited portions of northern Whidbey Island and all the islands in Similk Bay and northern Skagit Bay including Hope, Skagit, Kiket, Goat, and Ika, as well as Smith Island at the mouth of the Snohomish River and Hat Island in Padilla Bay. The Swinomish spoke the northern Lushutseed dialect of Coastal Salish.

The Swinomish were a marine-oriented people collecting as much as 70% of their subsistence from salmon and other fish and marine life. They also gathered berries, and after contact with white fur traders, raised potatoes.

The Swinomish maintained permanent villages composed of longhouses built of cedar planks during winter months. During other seasons, they roamed to outlying fishing and camping sites of various degrees of permanency.



The more-or-less contiguous Swinomish villages were relatively independent of each other composed of several families under leaders whose positions were determined by material wealth and standing. None of the leaders had complete control over all the villages. Potlatch and other ceremonies established social standing and helped maintain social contacts among the villages.

Epidemics in the 1800s seriously reduced the Swinomish populations by as much as 80% in some areas. In 1855 territorial representatives estimated the Swinomish numbered between 150 and 200 people.

The Swinomish were among the tribes who located in the Sneeoose village on the 7,449-acre Swinomish Reservation which was set aside near the mouth of the Skagit River on Fidalgo Island on the Swinomish Channel under the Point Elliott Treaty in 1855. Most members of the Swinomish Indian Tribal Community on the Swinomish Reservation are descendants of the Swinomish proper, the Lower Skagits, and the Lower Samish.

The Swinomish Tribal Community is a federally recognized Indian Tribe and a sovereign nation. The enrolled membership is about 778 and the Indian population living on or near the reservation are approximately 1,000. The executive governing body is the 11-member Swinomish Indian Senate, whose members are elected to 5-year terms.

### La Conner (Swinomish) Settlement

The first non-native or Euro-Americans venturing into the region were Spanish, British, and Russian explorers, and fur traders. A few occupied Fidalgo Island in the 1860s.

Swinomish (renamed later as La Conner) was one of the first settlements on the mainland north of Seattle and had 28 people living here by the 1860s. The settlement was situated on a hill on the east side of the Swinomish Channel and was surrounded by marsh and wetlands - boats being the main mode of travel. The Swinomish Channel, which prior to being diked, naturally over-flowed east into the surrounding marsh lands and Skagit River delta surrounding the hill and settlement.

Michael Sullivan and Samuel Calhoun began diking the marshy flats near La Conner in 1863. At first ridiculed, they proved that with diking, agriculture was possible on what was thought to be useless wetland.

The first Euro-American settler to occupy the area of La Conner (also spelled LaConner) was Alonzo Lowe, who established the Swinomish Trading Post on the west side of the Swinomish Channel in now Sneeoosh village in 1867. Finding business unprofitable, Lowe abandoned the post after 14 months.

Shortly thereafter, trader Thomas Hayes took over the Swinomish trading post, which also became a designated post office, and moved it across the Channel into the Swinomish settlement.

In 1869, John S Conner and his wife Louisa Ann purchased the trading post from Thomas Hayes and turned it into a General Merchandise Store. In 1870, Conner renamed the post office station, and thereby the town, from Swinomish after his wife Louisa Ann, by adding the initials of her first and middle names to the family name.

Conner's cousin James Conner platted the future town site in 1872, but John bought and eventually owned most of the settlement and surrounding farmland becoming the town's pre-eminent developer.

In 1873, Conner sold the General Merchandise Store business to James and George Gaches, who had migrated to La Conner from England. The business became known as Gaches Brothers and was operated by the Gaches along with a warehouse on the waterfront. The store eventually burned to the ground.

John Conner promoted the town as a steamboat hamlet, and as a result La Conner rapidly grew into a center for transportation, commerce, government, agriculture, and fishing. La Conner was the major port between Seattle and Bellingham when steamboats played a vital role in connecting the communities on Puget Sound. Located adjacent to rich farmlands, La Conner became the key shipping and supply point for the nearby rural area.

Beginning at about the time of the founding of La Conner, settlers on the frequently flooded Swinomish or La Conner flats began diking and draining the wet marshlands and river delta. The dikes were built by hand using shovels and wheelbarrows to a height of 3 to 7 feet in places. A flood in 1874, however, destroyed the 3 miles of dikes that had initially been erected by Michael J Sullivan.

Reconstruction of dikes began anew; as John Conner diked his complete farmland holdings. Eventually, these pioneer reclamation projects and subsequent efforts resulted in the construction of 200 miles of dikes, the reclaiming of 25,000

*"As a commercial hub, with a deeper waterway, La Conner was selected by The Albers Company, known for its Old-Fashioned Rolled Oats breakfast cereal, to erect a granary for the storage and loading of locally grown crops. Situated a short distance south of the main business district, this enormous structure reaching the height of 65 feet, has dwarfed the town's other buildings ever since.*

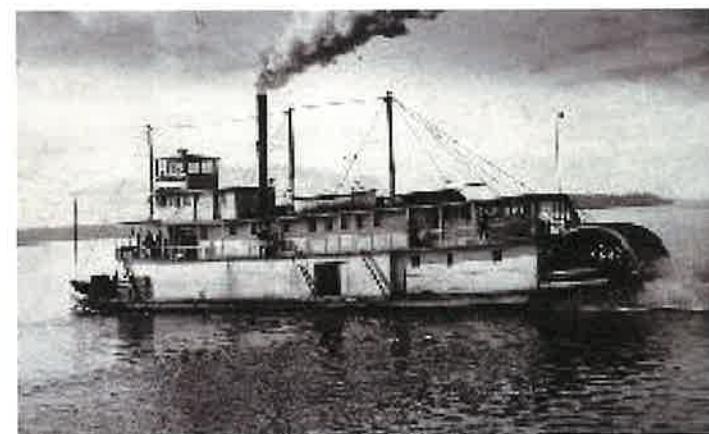
*Many an old-timer can remember the excitement of large wooden ships and barges loading heavy sacks of grain by hand, across shaky gang planks. Of course, when the tide was low, maneuvering the steep planks took a strong, agile man. Occasionally the hand truck would spill its load in the slough. Some sacks would sink immediately, others would float long enough to be retrieved.*

*As a young lad in the 1930's, living on the hill overlooking the granary, I can remember watching trucks unloading their heavy sacks. If one fell from the loading dock spilling oats on the ground, my mother would send me down to scoop up the remaining grain to bring back home to feed our flock of chickens.*

*Things gradually changed after WWII, however. Transportation was no longer dependent upon inland waterways. Farmers began growing other crops. The building remained unused until Moore-Clark expanded their adjacent fish food processing plant. For some 20 years fish food pellets were manufactured in the facility and sold to hatcheries and fish farms throughout the West. Providing well-paying wages to resident employees, that operation was moved to Canada about 1990.*

*Except for prefab lumber storage, the building remains underutilized and continues to deteriorate, much to the town's disappointment. Many of us are proud of the important economic role that this structure once played in La Conner's history, and we look forward to a new and viable plan that will make this building a center of future commercial activities."*

*Bud Moore, former Mayor, May 2006*



*Inserts:*

*Top - La Conner in 1890 courtesy UW Special Collections with the George S Starr sternwheeler*

*Bottom - Sternwheeler Skagit Queen, Skagit Bay Navigation, Photo by Oliver S Van Olinda, Courtesy UW Special Collections*

acres of land, and the creation of a multimillion-dollar hay, grain, and truck farming industry.

La Conner was incorporated on 20 November 1883, and 8 days later became the first seat in Skagit County. In 1884, however, the county seat was moved to Mount Vernon. As a result, the residents of La Conner passed a petition repealing incorporation in 1886 feeling that they had been hasty in assuming cityhood. By 1888, however, La Conner was again incorporated.

In 1898 the Albers Company constructed the Albers Warehouse (sometimes called the Blue Building) at the south end of First Street in the industrial area. The warehouse was the tallest building at 65 feet constructed and became a town landmark. The Albers Company stored grain harvested in Skagit County in the warehouse for shipping by steamboat for processing for food products in Tacoma.

By the 1900s, La Conner had a population of about 1,000 residents, and it became apparent that a much-anticipated railroad connection was never going to materialize extending instead into nearby Anacortes. La Conner was destined to remain a "steamboat" town. However, this era was a high point of prosperity and most of the structures in the historic districts were constructed at this time.

Most of the historic buildings in La Conner remain unchanged, though a score has disappeared. Many of the structures on the waterfront extend on pilings over the slough and eventual channel, reflecting the town's early and important ties with water related industries.

The styles of the buildings are characteristic of the commercial architecture common of the turn-of-the-century. Few new structures have been built to replace the 20 or so historic buildings that are gone. Consequently, there is considerable open space between structures at the north end of First Street.

The south end of First Street, however, has few gaps and the buildings remain closely compacted as they were when they were originally developed.

Most of La Conner's buildings are wood false front design with 5 brick and masonry structures. The most common type of structure in the downtown district is the smaller false-front and square-faced wood frame buildings. The front facades usually have full length windows and a top portion capped by bracketed frieze bands and decorated cornices.

La Conner's downtown was designated a National and State Historic District extending along First Street from just north of Morris Street and along First Street to just south of Columbia Street with a portion of Second Street from Moore Street north to Calhoun Street and including 27 structures. Over 200 other structures in town are also identified as historic that were built in the same time frame. The Albers Warehouse, however, though eligible, was not so designated.

By 1960 La Conner downsized to 640 residents as the town's port functions declined. La Conner remained a hub for commercial, agriculture, and fishing activities for the surrounding region, but tourism and pleasure boating became major pursuits.

Painters took an interest in La Conner and began moving into the area as early as 1937. Artists and writers followed establishing an artist colony in nearby Fish Town that was an offshoot of the 'Northwest School' that eventually resulted in the establishment of La Conner's Museum of Northwest Art (MoNA).



Inserts:

Left - designated historic structures in town and Swinomish village.

Right - designated historic structures in the downtown national and state historic district.

1300	Coast Salish	1884	County seat moved to Mount Vernon
1855	Swinomish Reservation established	1888	La Conner incorporated again
1863	Michael Sullivan and Samuel Calhoun dikes	1937	Artist colony in Fish Town
1867	Alonzo Lowe/Thomas Hayes Swinomish Trading Post	1984	Museum of Northwest Art (MoNA) established
1869	John Conner store and post office		
1874	Flood destroys 3 miles of dike		
1883	La Conner incorporated		

## Existing conditions

## Property ownership



Moore Clark subarea and adjacent properties are owned by Triton America LLC, Dunlap Towing, and the Town of La Conner.

- Triton America LLC - owns 2.7669 acres, 44,332 square feet of buildings, with an estimated net worth of \$3,549,490 including Albers Warehouse built in 1898, Freezer Building built in 1960, the waterfront wharf built in 2008, a residence converted into offices built in 1984, and a storage building built

in 1982.

- Dunlap Towing - owns 230 linear feet of waterfront worth with an estimated value of \$388,100 owned currently used for parking at the south end of First Street on the west boundary with the Moore Clark subarea.
- Town of La Conner - owns 0.4278 acres, 4,600 square feet of building worth estimated at \$872,293 for a stormwater pump station located north of Caledonia Street within the Moore Clark subarea.
- Town of La Conner - owns 1.1969 acres worth \$724,600 for a public parking lot located east of Third Street.
- Town of La Conner - owns 0.2826 acres worth estimated at \$418,100 of wetlands located west of Fourth Street and adjoining the public parking lot. This property is not located within the study area.
- Town of La Conner - owns 0.3167 acres, 2,500 square feet of building, worth an estimated \$607,000 including Maple Hall built in 1995 located at the south end of First Street adjoining the north boundary of the Moore Clark subarea and a Town Hall built in 1900 and a playground located north of Moore Street on the north boundary of the Moore Clark subarea. Maple Hall is not located within the study area.

Owner	Parcel	Acres	Bldgs	Yr built	<u>Est.</u> Value
Triton	P74496	0.4500	14,960	1898	\$442,300
	P74495	0.2870			\$234,400
	P74494	0.0344			\$28,100
	P74057	0.3839	14,144	1960	\$489,000
	P74470	105 lf	5,988	2008	\$733,600
	P74469	105 lf			\$88,600
	P74053	0.0895			\$73,100
	P74046	0.0620			\$50,600
	P74051	0.5372	2,400	1984	\$506,800
	P74047	0.3857			\$346,500

	P74392	0.5372	6,840	1982	\$556,490
		2.7669	44,332		\$3,549,490
Dunlap	P74468	115 lf			\$116,400
	P74467	115 lf			\$271,700
					\$388,100
Town Pump	P74471	0.1633			\$151,300
	P74063	0.2645	4,600	1995	\$840,200
		0.4278	4,600		\$991,500
Town Parking	P73971	0.2000			\$113,800
	P73972	0.2066			\$126,600
	P73974	0.2066			\$126,600
	P73975	0.2066			\$126,600
	P73976	0.2273			\$139,200
	P120642	0.1498			\$91,800
		1.1969			\$724,600
Town Wetlands	P73970	0.0826			\$102,400
	P73971	0.2000			\$113,800
	P73969	100 lf			\$201,900
		0.2826			\$418,100
Town Maple &	P74063	0.2600	4,600	1995	\$840,200
Maple &	P74049	0.0826			\$86,400
Town Halls	P74056	0.0275			\$26,900
	P74055	0.0390	2,500	1900	\$309,900
	P74054	0.0413			\$51,600
	P74048	0.1263			\$132,200
		0.5767	7,100		\$1,447,200
		2.4840	11,700		\$3,581,400

Source: Skagit County Assessor

The Town's total holdings include 2.4840 acres, 11,700 square feet of buildings, worth an estimated \$3,581,400 located in and adjoining the Moore Clark subarea.

### Existing use

Triton's America LLC - property is largely unused:

- The metal buildings located in the southeast corner of the property are in relatively good shape and store some aircraft parts and other equipment.
- The wood 1-story residential structure was converted and improved to provide office space though the building is not occupied.
- The Freezer Building has been emptied since Triton acquired the property and is in very poor condition. The structure is divided into 2 contiguous bays with a bearing wall separation running north to south and a single bay entry on the east end. The 30-foot tall, unreinforced concrete block building could not be retrofit for a new use without installing a steel supporting seismic frame. The existing roof contains large wood beams that could be reused. There is a possibility that interim use for wood building component manufacturing deposited toxic materials.
- Albers Warehouse is a 65-foot-tall wood piling supported structure that included a partial mezzanine office space along the lower south wall with large bay doors on the north and east ends. The concrete floor and supporting pilings are below flood level and fill during highest high tides. A portion of the structure is located on First Street right-of-way. The warehouse has been allowed to deteriorate, is a safety concern even with surrounding security fencing, and must be demolished. The structure includes some old growth timbers that could be reused.
- The metered pay parking area between the Freezer Building and Albers Warehouse was occupied by a metal cannery building that was demolished when the property was acquired by La Conner Associates LLC (Vaughn Jolley) in 1996. The site has not been evaluated for potential hazardous materials.
- The wood wharf is empty except for a shack that temporarily housed a kayak rental business. The pier is rented

by liveaboards.

- Second Street originally extended south through the property from Moore Street to Caledonia Street. Access is curtailed at Moore Street next to Maple Hall and the remaining right-of-way is thought to have been vacated.



*Top - Albers Warehouse  
Left - Freezer Building interior  
Bottom right - house/office and metal storage building*



**Dunlap Towing** – waterfront parcels are currently used for on-street parking for the commercial businesses located at the south end of First Street and for activities in Maple Hall. Dunlap is in the process of developing plans for the construction of a 2-story structure that could house reception and possible retail space on the first floor and corporate offices on the second floor.

**Town of La Conner** - stormwater pump station services the Moore Clark properties and the neighborhood located east along Caledonia Street and south to Sherman Street. The triangular parcel extends north into Triton property boundaries though the building is located along Caledonia Street. The parcel's boundaries could possibly be adjusted for redevelopment of the Triton property.

The ---- stall gravel public parking lot supports businesses located at the south end of First Street and activities in Maple Hall. Future downtown property developments can buy stall space in the lot in lieu of developing on-site parking. The parking lot is currently pay parking with a central kiosk that generates \$---- on an annual basis since 20--.

Maple Hall is a former retail store that was retrofit and reconstructed to provide a performing stage with changing areas, adjacent kitchenette, flat floor assembly area, commercial kitchen, lobby with bar, and meeting room on the first floor that access an entry courtyard overlooking Swinomish Channel. The upper floor accessible by stairs and elevator, provides a mezzanine overlooking the stage and assembly area, and meeting room. The stage could support major theater productions if temporary seating risers were erected on the flat floor assembly area.

Town Hall, which was originally constructed for a bank, provides a reception lobby and counter, workstations, copy and storage area, and small conference room on the first floor, and offices on the upper floor. While the historic features of the

building have been retained including the bank vault, the interior space is inefficient and unfunctional for a municipal use.

The property below Town Hall along the north side of Moore Street has been improved to provide a site for the historic **Magnus Anderson** cabin, a shelter for an original Swinomish canoe, some benches, and a young children's play structure that will all be retained.

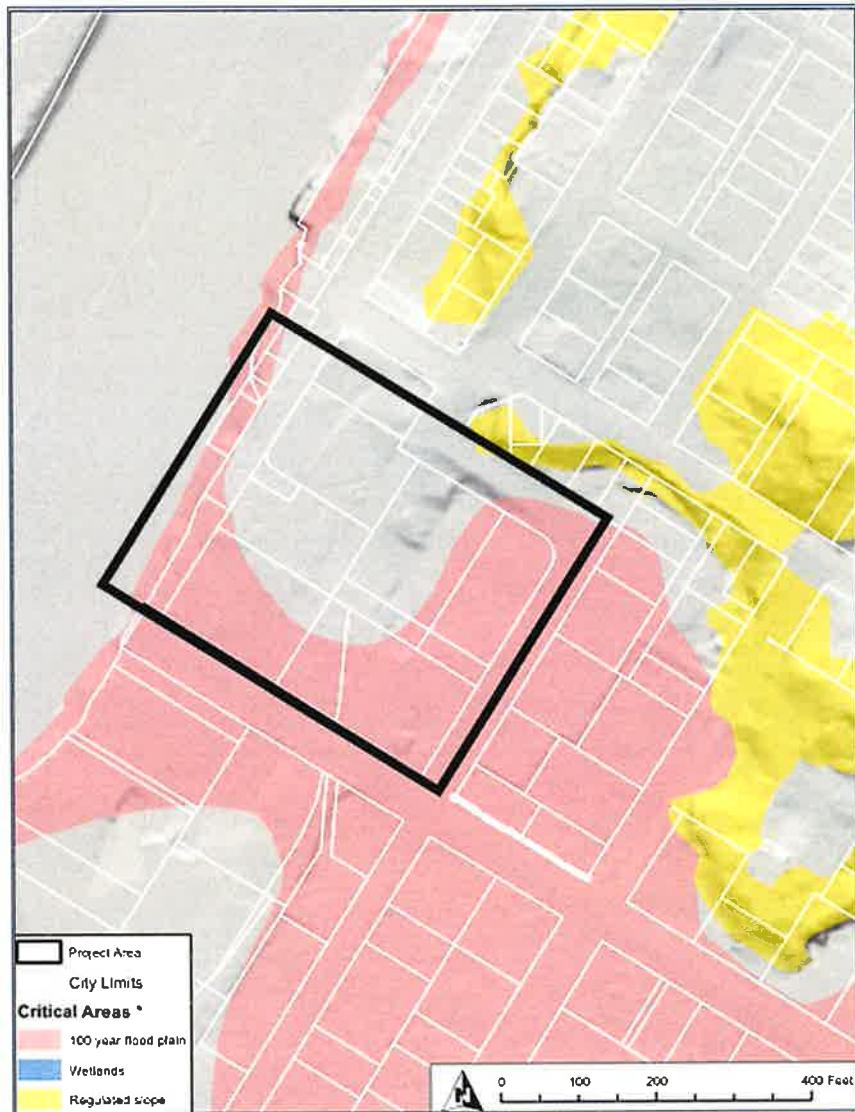
### Floodplain

La Conner, except for the higher ground on Second and Third Streets and Pioneer Park, flooded regularly from the North Fork of the Skagit River and Swinomish Channel before early settlers began building dikes.

Dike districts composed of private property owners currently maintain a series of dikes that control flood waters from the North Fork of the Skagit River along the town's eastern boundary with Sullivan Slough. Portions of the town shoreline were filled or otherwise raised to provide some protection from highest high tides along the Swinomish Channel.

The full boundaries of the town, however, are not protected including the south and east portions of the Moore Clark subarea and most of the adjacent residential neighborhood east along Caledonia Street and south to Sherman Street. The Swinomish Channel recently overflowed this area in December 2022 when a storm event occurred during a highest high tide.

The current flood threshold for the downtown and Moore Clark subarea is 10 feet above MLLW, at 12.8 feet water laps the floorboards of structures along the west edge of First Street next to the Channel, at 14 feet floodwaters fill streets and damage buildings.



As a result of climate change, flooding is projected to be common by 2050 when La Conner can expect to see up to 4 moderate floods per year compared with 3 minor floods now. La Conner is currently impacted by Channel overflows 14 times a year that last 0.5-5 days per event. Sea level rise, including the Swinomish Channel, is projected to increase at least 4 and possibly by 6 feet by the year 2100.

Several scenarios are under consideration by which to manage flooding along the Channel including one option that would increase the capacity of the stormwater pump station on Caledonia and pipe overflow to Sullivan Slough bypassing the wetlands and wastewater treatment plant located on Chilberg Road on the northeast town boundary. A tide gate would be installed at the mouth of Sullivan Slough to retain flood waters until the Skagit and Channel subsided.

Another, and more feasible interim option, would raise the shoreline along or under a First Street extension from Commercial Street at Maple Hall south past the Moore Clark subarea to Caledonia and then past the Upper Skagit Tribe's industrial property to Sherman Street to manage annual high-water overflows. The shoreline elevation could be permanent or supplemented with temporary flood walls during highest high tide 100-year storm events.

Under all options, however, any redevelopment of the Moore Clark subarea should expect some flooding event to send water through the site. Structures should be constructed so that any residential uses are located above flood elevation to allow flood water flow-through.

### Storm drainage

Stormwater along Douglas Street and the hilltop neighborhoods flow south from Douglas and Fourth Street to be retained by the town's wetlands northeast of the public parking lot.

Stormwater generally flows south through the Moore Clark subarea towards Caledonia Street where it is collected by storm pipes along Moore Street, Third Street, and Caledonia Street and then to the Caledonia pump station. The Caledonia station pumps stormwater from Moore Clark and the adjacent residential neighborhood along Caledonia Street into the Channel at the west end of Caledonia Street.

The central portion of the Triton property and the south end of First Street flow east to be collected by stormwater pipes along Third Street or pond on site.

This collection-distribution system does not work, however, when Swinomish Channel tide is above the Caledonia pump station outlet pipe, a problem common to the rest of the downtown district along First Street as well.

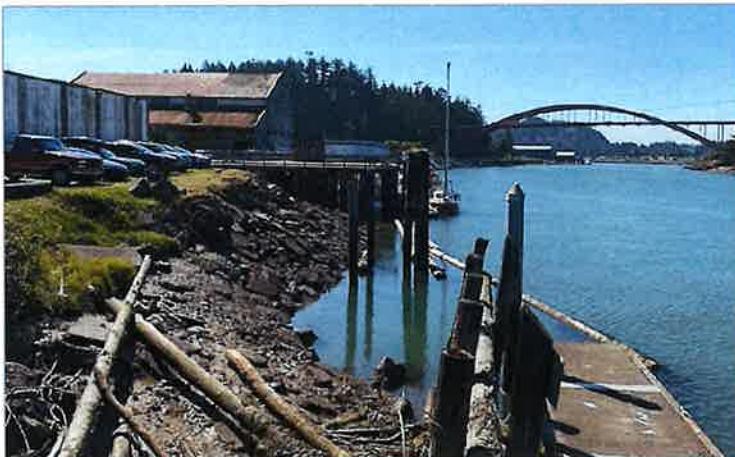
### Shoreline

The existing shoreline surface from Commercial Street and the end of Channel Passage, the overwater boardwalk, is littered with gravel, rocks, logs, and other drift debris that does not support fish or water-dependent wildlife habitat.

Native vegetation and soft bank improvements should be installed to restore habitat features and capabilities through the Moore Clark subarea in conjunction with any floodplain improvements.

### Utilities

Water supply lines located in First Street, Douglas Street, Third Street, and Caledonia Street rights of way service businesses in the downtown district, industrial uses at the Upper Skagit Tribe's industrial park, and the surrounding residential neighborhoods.

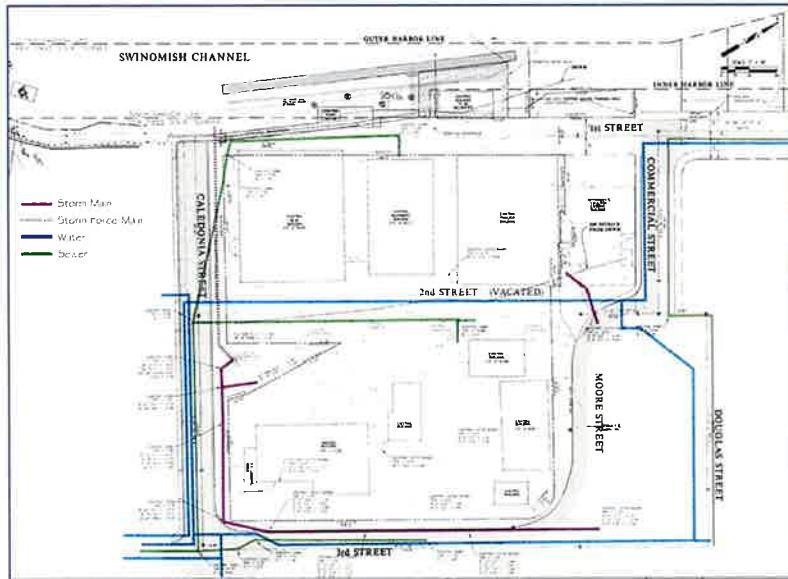


*Top left - principal storm drainage areas in Moore Clark and waterfront.*

**Top right - existing storm drainage routes and collection pipes.**

**Bottom - photos of existing shoreline in front of Moore Clark including waterfront wharf.**

A water supply line is also located in the vacated portion of Second Street that services the Moore Clark subarea.

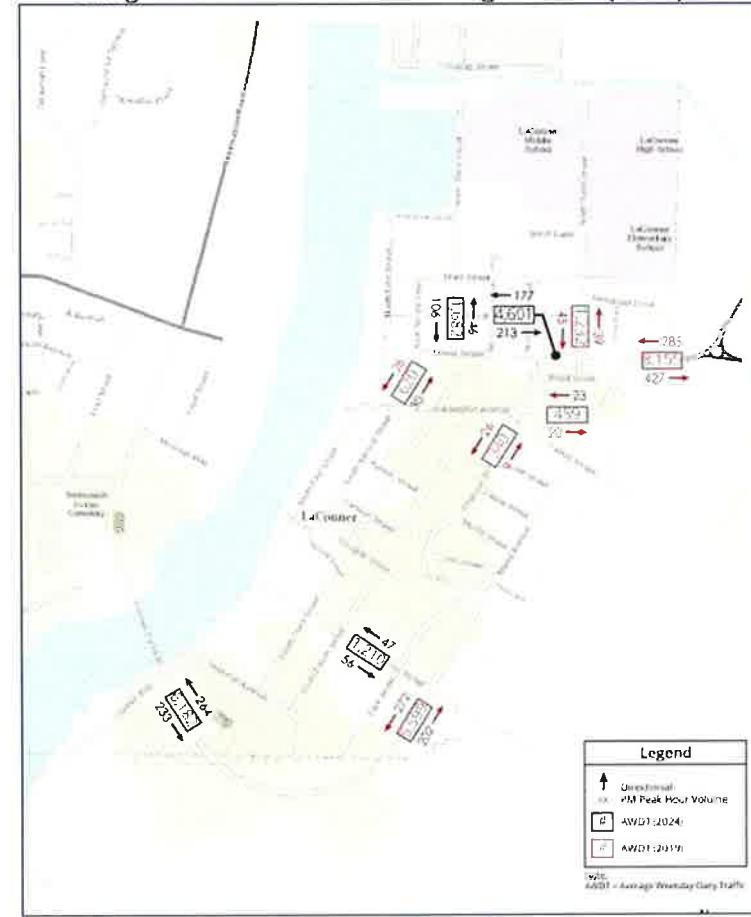


Sewer mains located in First Street, Commercial Street, Douglas Street right of way service the downtown district and upper hilltop neighborhoods. Sewer stub lines located in a portion of the south end of First Street and the vacated portion of Second Street flow to Caledonia, and then south along Third Street that service the Moore Clark subarea, Upper Skagit Tribe industrial park, and south residential neighborhood.

## Traffic

Traffic counts were taken in 2019 and 2024 of the principal streets in town and downtown business district though the counts were taken on different and not the same streets.

According to the 2019 count the average weekday daily traffic



(AWDT) on Morris Street west of the roundabout was 8,155 vehicles of which 5,599 drove south of Maple Avenue towards Rainbow Bridge, 1,232 drove north on North Sixth Street towards La Conner schools, and 620 ended up on First Street in the business district.

According to the 2024 count the average weekday daily traffic (AWDT) was 4,601 on Morris Street of which 1,682 drove north on North Third Street towards the Port's marina and industrial area. According to the 2024 count 1,210 vehicles drove both ways on Caledonia from the town's public parking lot and 6,182 vehicles drove across Rainbow Bridge towards Shelter Bay and Swinomish village.

Under both counts, the largest volumes are through town on Maple Avenue to Rainbow Bridge, or north on North Sixth Street to the schools, or north on North Third Street to the marina and boatbuilding businesses using Morris Street as a connector.

Traffic on First Street in the downtown was relatively low, likely due to the limited street width for 2-way traffic, but higher on Caledonia as an exit from the public parking lot and activities in the south end of town.

The town designated First Street one-way south in 2024 making the street safer for vehicles and pedestrians. Parking capacity remains the same but the impact on traffic volumes is yet to be determined.

Access to the downtown and then the Moore Clark subarea remains primarily from Morris Street to First Street then south to Commercial Street, then east on Moore Street, then south on Third Street to Caledonia Street, then east to Maple Avenue and north back to Morris Street.

While some traffic may use Second Street as a couplet access for a repeat on First Street and some traffic may use Douglas to connect back to Maple Avenue, the loop identified above remains the principal downtown and Moore Clark access.

## Parking

Existing parking capacity includes 132 public and 61 private or

193 total stalls on South First Street within the downtown district and 115 in the public pay parking lot, 19 in Triton's pay to park lot, and 24 on-street on Dunlap shoreline parcels or a total of 158 in Moore Clark subarea.

	Public*	Private	Total
South First Street	132	61	193
Public parking lot	115		115
Triton pay to park lot	19		19
Dunlap/Maple Hall on-street	24		24
Total	290	61	351

Public includes 9 ADA, 2 EV, and 20 pay to park.

Downtown public on-street includes parallel parking on both sides of South First Street which is generally full during day and weekend peak shopping and tourist visitor days.

The public parking lot fills to capacity along with Triton's pay to park lot between the Freezer Building and Albers Warehouse, and the on-street parking in front of Maple Hall and on Dunlap Towing waterfront parcels during major events.

Activities and events in Maple Hall, like the annual Arts Alive event, fill the on-street stalls on First Street in front of the building, Triton's pay-to-park lot, and the town's public parking lot with some overflow on First Street downtown and Second Street in the hilltop residential neighborhood.

This capacity may not be sufficient if redevelopment of the Moore Clark subarea adds a performance theater use to Maple Hall, adds a fine and performing arts annex to Maple Hall, and a festival hall use in place of Albers Warehouse.



Downtown historic district 1-2 story masonry buildings.

## Previous plans and projects

### La Conner Associates LLC (Vaughn Jolly) 1996-2012

La Conner Associates LLC acquired the Moore Clark property 3 October 1996 for \$1,050,000 from Moore-Clark Company Inc. La Conner Associates LLC was owned by Vaughn Jolly, a developer who also had property to be developed in Twisp. Vaughn, a pilot, alternated between Twisp and La Conner while he made plans for both properties.

Vaughn conducted a series of due diligence studies of the properties in the following years including geotechnical and structural, among others as well as extensive meetings with town staff including John Doyle, Town Administrator/Planner at the time, Planning Commission, and Town Council.

In 2006, Vaughn obtained site plan approval for the following proposed improvements to the property:

- Demolition of the cannery building between the Freezer Building and Albers Warehouse currently used for pay-to-park lot.
- Development of the waterfront wharf or landing along with a side pier on the Swinomish Channel to eventually retain the existing crab shack and possible restaurant. The waterfront landing was constructed in accordance with town approval.
- Proposed retrofit of Albers Warehouse for a boutique hotel designed by NBBJ Architects to be sold as condominium suites for time-share within the building footprint including the portion of the building that extends into First Street right-of-way.
- Proposed demolition of the Freezer Building and the development of mixed-use retail/housing units adjacent to Maple Hall.
- Proposed development of townhouses focused on a central courtyard extending from First to Third Street.

- Proposed extension of Second Street from Moore Street through the site and courtyard to Caledonia Street.
- Proposed extension of First Street in front of the mixed-use retail/housing units to connect with the extension of Second Street.
- Proposed development of a waterfront pedestrian street from the end of First Street south past the boutique hotel retrofit of Albers Warehouse to Caledonia Street.

The town adopted a Commercial Transition Zone codifying the approved site plan and development:

#### Permitted uses:

- Childcare including daycare
- Art, dance, music, martial arts schools
- Theaters, auditoriums, recreation centers, gyms
- Farmers markets
- Financial institutions
- Restaurants, delis, ice cream parlors
- Gas sales and service stations
- Lodging including hotels and inns
- Marinas, boat launches, repair, storage
- Medical offices, clinics
- Playgrounds, picnic areas
- Professional offices
- Retail stores and services
- Service businesses

#### Conditional uses:

- Transitional housing
- Residential
- Light industrial, artistic
- Taverns, nightclubs

The Commercial Transition Zone limited building heights to 60 feet and the total number of residential units on the site to 38.



*Top left - aerial photo showing Maple Hall, Freezer Building, Cannery (since demolished), Albers Warehouse in the foreground and house/office and metal storage buildings in the background.*

*Top right - La Conner Associates proposed site plan.*

*Bottom - La Conner Associates proposed retrofit of Albers Warehouse for a boutique hotel.*

Vaughn completed subsequent site plans, and some building design concepts, as well as the waterfront wharf improvements but did not complete or file for final permit and development applications.

Housing market, and especially the boutique hotel feasibility, deteriorated during the economic recession weakening Vaughn's financial ability to complete the project as proposed.

As a result, Vaughn leased the Freezer Building and Albers Warehouse to Alpac Components, a company that fabricated wood building components to provide cash flow for bank loans. Resulting revenues, however, were not sufficient to avoid foreclosure and Vaughn entered into a lease/purchase agreement with Triton America LLC in 2012.

Triton America LLC (Tom Hsueh) loaned Vaughn Jolly money to help Vaughn settle defaulting bank loans on the property in exchange for title to the property in case Vaughn could not pay Triton back. Vaughn could not replay Triton and the company acquired the property for \$2,340,000 on 15 March 2012.

#### Triton America LLC 2012-present

Tom Hsueh is President, Chief Engineer, and Owner of Triton America LLC the parent company of Triton Aerospace, Bayview Composites, and Iflyairplanes.com with factories and offices in Anacortes, La Conner, Mount Vernon, Mosier, Oregon, and Shuhai, China. Triton America is a composite tooling design and manufacturing company specializing in large high-temperature composite tooling for aerospace, boat, and wind energy industries.

Triton's multi-station layup rooms and design stations have built: 50-meter long high-temperature wind turbine blade tooling for General Electric, Boeing 787 tooling, high-speed water borne target drones for USN as well as tooling for various

composite aircraft and yacht manufacturers. Currently, Triton is in serial production of several types of high-speed attack boats for French Navy Special Forces.

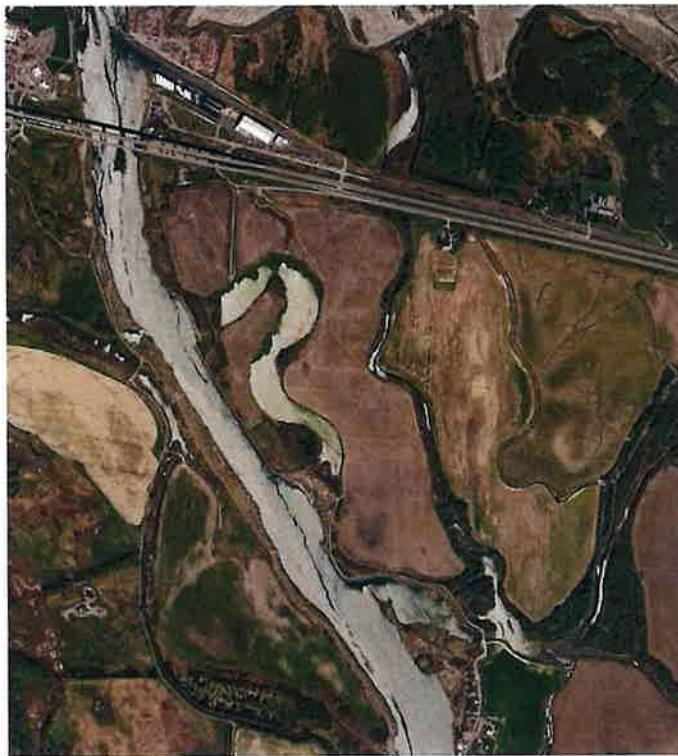


In 2009, *Triton America* dba *Triton Aerospace* acquired all the intellectual and hardware assets of *Adam's Aircraft*, an aircraft computerized paperless design, development, and manufacturing company that successfully built and certified a twin-engine, 6-seat pressurized all-carbon composite FAR 23 aircraft and also partially completed the certification for a twin jet powered 8 seats FAR 23 aircraft. *Triton America* is the consolidation of several manufacturing elements all directed by the vision to inspire, develop, and maintain general aviation around the world.

With extensive aircraft developing tools, equipment, and instruments, the nearly 400,000 square foot Adam's factory was relocated from Denver Colorado to the *Triton Aerospace* aircraft design and testing facilities at the Bayview Composite facilities at 13593 Bay View Edison Road (1077 SR-20).

Triton's main vision is to establish general aviation in China and to help revive general aviation in the United States by providing affordable, well-engineered, and solid-built SLSA aircraft that meet the demands of flight schools. The Skytrek is the first SLSA certified by CAAC and the FAA, made in China.

Triton America LLC offices are operated from two residences located at 5704 and 5708 Kingsway in Skyline neighborhood in



*Top left - Swinomish Channel properties south of SR-20 bridge.*

*Top right - Composite Company aircraft design and testing facility located on Bay View Road.*  
*Bottom right - Triton-America Pier located on Anacortes waterfront.*



Anacortes (mailing address care of PO Box 641 La Conner).

Triton's local property holdings include:

- **Swinomish Channel** - a 155.45 acre, 3 parcel slough, wetland, and pastureland worth an estimated \$827,100 purchased September 2004. Triton purchased the property with the intent of developing a marina of the site. The proposal was turned down by the Skagit County Community Development & Planning Department, Planning Commission, and Board of Commissioners for environmental reasons.
- **Bayview Composite** - a 1.68-acre, 16,000 square foot aircraft design and testing facility located at 13593 Bay View Edison Road (1077 SR-20) worth an estimated \$2,941,200 and purchased 10 March 2005. The facility houses Triton's aircraft design and testing facility.
- **Triton-America Anacortes Pier** - a 2.17-acre, 6 parcel waterfront property located at 1904 7th Street in Anacortes west of the Guemes Island Ferry Terminal with 20,460 square feet of structures on the pier worth an estimated \$1,576,100 and purchased in February 2014. The pier was built in 1914 and previously owned by cannery companies including Shannon Point Seafoods.
- Triton purchased the section of the pier located on privately-owned tidelands after the previous owner went bankrupt. Washington State Department of Natural Resources (DNR) owns the portion of the pier on state-owned aquatic lands. After portions of the pier fell into the water, DNR labeled the pier one of the "Filthy Four" derelict structures in the state and will use state funds to remove it. The structures on Triton's portion of the pier are vacant and deteriorating.
- **Pioneer Point Cannery** - a waterfront site located at 1218 Conner Way just south of Rainbow Bridge and below Pioneer

Park owned by the Town of La Conner worth an estimated \$1,423,900 that once housed Pacific Ocean Seafoods Company. The cannery deteriorated and some portions fell into the Channel before the town demolished the structures.

Triton entered a 6-month due diligence lease with the town to determine if the site could support a boat building facility, marine services, and marina to augment Pioneer Point Marina which Triton already leased from the town. After study, Triton withdrew from the lease offer after paying the town \$50,000 towards demolition costs.

- **Moore Clark** - a 2.77 acre, 11 parcel (including 2 shoreline), 44,332 square feet of buildings, with an estimated worth of \$3,549,490 acquired due to a default of La Conner Associates LLC's lease/purchase for \$2,340,000 on 15 March 2012. Current structures include the Albers Warehouse built in 1898, Freezer Building built in 1960, storage building built in 1982, residence built in 1984 converted for offices, and waterfront wharf built in 2008.

Triton spent \$135,000 after acquiring the property to remove building component materials including wood, insulation, glue, concrete, pilings, and some hazardous materials from the Freezer Building and Albers Warehouse to comply with town building and safety codes.

Triton has not studied or developed plans for redevelopment of the site despite numerous meetings with La Conner's mayor, administrator/planner, and other interested parties including offers by the town to help with planning and sale. Albers Warehouse deteriorated beyond salvage requiring the site to be fenced for safety and the Freezer Building looks to be next.

#### Town of La Conner 2011 and 2014

- **Artspace** - the Town of La Conner commissioned a \$10,000

study by Artspace, a nonprofit specializing in artist live/work housing development to conduct a feasibility study for a project within the town in 2011. Artspace analyzed numerous sites but settled on the Moore Clark property as the most feasible.

Artspace concluded that "...the creation of affordable live/work and non-residential space for arts and creative uses in downtown La Conner is a reasonable goal. The project could take the form of a phased, affordable, 24-30 live/work unit, mixed-use project that would be a potential catalyst for other development. A market survey would be necessary to confirm the number of units that would be supportable in La Conner. If a market for a project of this scale and type were not proven, a smaller scale or scattered site project using funds other than affordable housing tax credits, along with studio/workspace and/or multi-tenant spaces throughout downtown, would be a good fit."

*"Overall, we feel that the Moore Clark site offers the Town of La Conner the greatest opportunity for strategic development and growth of its downtown. As identified by the Town, it is a preferred site given its central location to the historical downtown district, waterfront access, development capacity, troubled development history, and the opportunity of creating a larger mixed-use cultural/arts activity center."*

Artspace did not pursue a project of their own as the number of units was much smaller than the company focused on (typically 60-100 units).

- **Cultural Arts Initiative** - concurrent with Artspace's study, the town conducted a public charrette or brainstorming workshop with local artists, performing arts organizations, affordable housing developers, and residents to identify potential redevelopment options for the Moore Clark property as La Conner Associates LLC was facing foreclosure.

The proposed strategy delineated a "Cultural Arts Initiative" that would combine fine and performing arts workshops, studios, classrooms, and programs as well as artist live/work housing on the site.

The design concept proposed to reuse the Freezer Building as a Maple Hall Annex that would house workshops, studios, and classrooms and the Albers Warehouse (which was still salvageable) as a kayak, boat, and woodworking incubator. Up to 38 artist live/work housing units with ground floor parking and studios, and upper floor living units would be developed around a central parking courtyard or "woonerf" that could be closed to accommodate special events. Waterfront wharf or landing would be marketed for excursion boats, and kayaks.

The proposed concept was tested by an online survey that was conducted of resident artists in Oregon, Washington, and Vancouver, British Columbia. 132 responding artists indicated an interest in the project, but not as year-round residents as most felt they could not support themselves in the local economy. However, almost all responding artists indicated they were interested in hosting classes and residing in the project for extended stay seminars and sabbaticals.

- **National Endowment for the Arts (NEA)** - grant applications were submitted for the Our Town program in 2012 and updated and submitted again in 2014 based on the results of the Artspace study, Cultural Arts Initiative, and online artist survey.

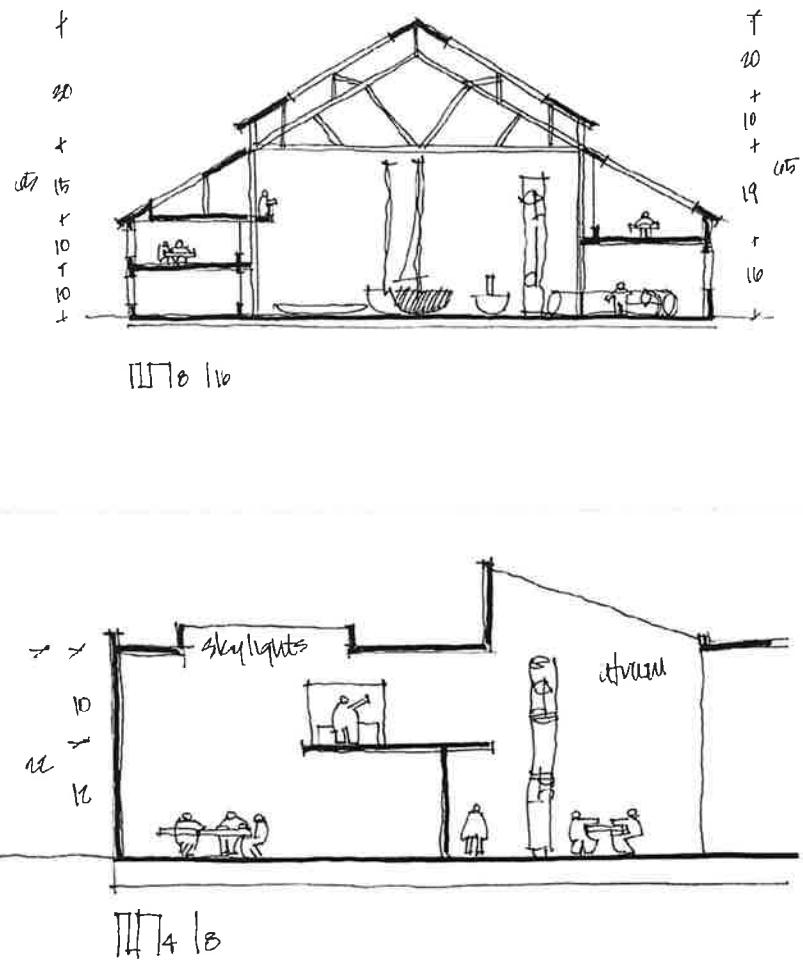
Both grant requests under the Our Town program were for \$100,000 for consultant services to be matched with an equal value of in-kind contributions by town staff, museum board members and staff, Skagit County fine and performing arts organizations, and other interested parties.

The NEA grant requests were well received but ultimately turned down because the town did not control the Moore Clark property.



Top left - redevelopment concept for NEA application reusing Albers Warehouse and the Freezer Building when the structures were still salvageable.

Top right - illustrative of Albers Warehouse reuse  
Bottom right - illustrative of Freezer Building reuse





Downtown historic district 2-story wood buildings with flat roofs

## Public outreach

### Mingle

A mingle or public workshop was conducted in Maple Hall to review existing conditions and brainstorm ideas about Moore Clark subarea redevelopment opportunities. The mingle was attended by 20 participants who broke into 3 groups to brainstorm. The major brainstorming proposals were:

- An addition or annex should be developed to Maple Hall for performing arts activities including workshops, studios, classrooms, black box or recital spaces, and rehearsals. Temporary riser should be installed in Maple Hall to support major theatrical and performance events.
- The annex or addition should provide space for fine arts, crafts, and technologies including workshops for culinary, woodworking, metals, glass, pottery, and jewelry, among others.
- Mixed-income housing with affordable or workforce allocations should be developed to provide for young and old adult households who cannot presently afford to buy or rent or find age-appropriate housing options in La Conner.
- Public gathering spaces should be developed to link Moore Clark subarea to the waterfront, downtown, and other attractions as well as create opportunities for outdoor markets, art and farmers' fairs, public performances, and other indoor/outdoor events.
- Channel Passage, the overwater boardwalk, should be extended from Commercial Street to the wharf, and a shoreline walking trail to extend from the wharf south past the Upper Skagit Tribe's industrial park to Pioneer and Waterfront Parks.

- An Albers Warehouse replica should be built to retain the aesthetic and visual landmark's importance to the site and town's heritage. The replica should provide space for major indoor and outdoor activities to anchor the waterfront and extended downtown site.
- First Street should be extended south through the site to connect with Caledonia Street and provide an expanded grid access street network between the downtown, public parking, and exiting to Maple Avenue. The street extension should be a "woonerf" flexible treatment able to be closed for pedestrian activities during major gatherings and events.
- Waterfront activities should be increased including the option of transporting major event participants and tourists to La Conner from Seattle or Bellingham by charter boat to the wharf landing.

### Online survey

An online survey was conducted of La Conner residents, downtown property and business owners, tourists, and other interested parties. The survey was completed by 104 households or about 14% of the 489 resident households.

### Survey respondent characteristics

#### Where do you live?

Answered: 102, Skipped: 2, Comments: 9

La Conner	66%	Anacortes	2%
Shelter Bay	14%	Bay/Edson	1%
Swinomish Res	9%	Other Skagit County	2%
Mount Vernon	3%	Burlington	0%

### Implications

89% of the respondents were from the Town of La Conner, Shelter Bay, or the Swinomish Reservation and are, therefore, very familiar with and very interested in Moore Clark prospects.

**Are you a property owner, business owner, employee, resident of the downtown La Conner area (First, Second, and Morris Streets)?**

Answered: 95, Skipped: 9, Comments: 34

Property owner	21%	Resident	19%
Business owner	12%	Other	64%
Employee	12%		

**Implications**

33% of the respondents were downtown property or business owners, 12% employees, and 19% residents.

**How often do you frequent downtown La Conner stores and activities?**

Answered: 102, Skipped: 2, Comments: 17

	Never	1-2/mo	1-2/wk	3-5/wk	Daily
Retail stores	2%	26%	25%	30%	18%
Café/restaurant	0%	33%	39%	22%	6%
Parade, firework	7%	63%	7%	5%	18%
Other	7%	27%	20%	20%	27%

**Implications**

48% of survey respondents spent money in retail stores 3-5 times a week or daily, 28% in cafes or restaurants.

**How much do you spend on the following items in La Conner on a monthly basis?**

Answered: 99, Skipped: 5, Comments: 4

	\$25-	\$75-	\$125-	\$175-	\$200+
	\$0	50	100	150	200
Food, grocery	4%	11%	24%	10%	24%
Retail store	7%	30%	35%	11%	13%
Café, restaurant	1%	14%	17%	19%	16%
Services	28%	25%	24%	10%	3%

**Implications**

40% of survey respondents spent over \$200 monthly in food and grocery, 46% in cafes and restaurants. Conversely, 28% do not spend money monthly for any personal or business services.

**What age group are you in?**

Answered: 102, Skipped: 2, Comments: 0

14-18	0%	45-54	12%
19-24	1%	55-64	26%
25-34	4%	65+	46%
35-44	11%		

**Implications**

46% of the respondents were over the age of 65, and 26% between 55-64 which is similar to the Census profile for the town.

**What is your gender?**

Answered: 100, Skipped: 4, Comments: 0

Male	41%	Female	57%	Other	2%
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**Implications**

57% of the respondents were female which is somewhat typical of survey responses.

In summary, survey respondents were primarily from the La Conner, Shelter Bay, and Swinomish Reservation, owned property and businesses, worked and lived in the downtown, frequented retail stores, cafes, and restaurants on a weekly basis, spent over \$200 a month on food, groceries, cafes, and restaurants, were age 55-65+, and proportionately female.

**Moore Clark subarea priorities**

**What priority would you give for the following types of indoor activities to be considered in the development of the subarea plan?**

The weighted average was determined by multiplying the number that rated lowest by 1, low by 2, moderate by 3, high by 4, and highest by 5 and dividing by the number that answered the questions. A weighted average of 2.50 or below is low, 3.00 is moderate, 3.5 or higher is high.

Answered: 103, Skipped: 1, Comments: 31

	Weighted average	Weighted average	
Art galleries, studios, and classrooms	2.90	Kayak and canoe launch	3.28
Music, dance studios, and classrooms	2.97	Excursion boat landing	2.78
Maple Hall rehearsal and storage spaces	2.43	Float plane landing	2.18
Commercial kitchen and teaching classrooms	2.80	Farmers' market and festival space	3.94
Local meat, cheese, and vegetable sales	3.35	Art market and festival space	3.71
Art, fiber, historical, and Native museum exhibits	2.91	Other public performing space	3.63
Coffee and ice cream shops	2.13	Other public gathering space	3.53
Cafés and restaurants	2.69	Sculpture and artworks	3.16
Breweries and wine tasting	2.57	Kinetic wind or water accent features	2.78
Clothing and gift retail stores	2.42	Historical interpretive exhibits	3.29
Craft, kitchen, and furnishing stores	2.35	Group picnic areas	3.16
Kayak and marine sales and services	2.84	Children playground	2.95
Bike and e-bike sales and services	2.75	Other	3.18
Glass and metal fabrication studios	2.68	<b>Implications</b>	
Wood carving and craft studios	2.87	<ul style="list-style-type: none"> <li>High to highest scores were given to farmers' market and festival space (3.94), art market and festival space (3.71), other public performing space (3.63), and other public gathering space (3.53).</li> <li>Conversely, very low score was given for a float plane landing (2.18).</li> <li>Generally, the scores gave higher priority to the above outdoor spaces than for any indoor activities other than local meat, cheese, and vegetable sales (3.35) and affordable, workforce housing (3.30).</li> </ul>	
Kayak and wooden boat building	2.79		
Beauty, barber, dental, medical services	2.11		
Legal, accounting, business services	1.79		
Incubator/startup manufacturing spaces	2.20		
Incubator/startup office spaces	2.17		
Affordable, workforce housing	3.30		
Market rate housing	2.54		
Boutique hotels, hostels	2.47		
Extended stay suites	2.05		
Other	3.79		

#### Implications

- Moderate to high scores were given to local meat, cheese, and vegetable sales (3.35) and affordable, workforce housing

(3.30).

- Conversely, very low scores were given to legal, accounting, and business services (1.79) and beauty, barber, dental, and medical services (2.11).
- Most indoor activities were given below moderate to low scores.

**What priority would you give for the following types of outdoor activities to be considered in the development of the subarea plan?**

Answered: 103, Skipped: 1, Comments: 17

	Weighted average
Kayak and canoe launch	3.28
Excursion boat landing	2.78
Float plane landing	2.18
Farmers' market and festival space	3.94
Art market and festival space	3.71
Other public performing space	3.63
Other public gathering space	3.53
Sculpture and artworks	3.16
Kinetic wind or water accent features	2.78
Historical interpretive exhibits	3.29
Group picnic areas	3.16
Children playground	2.95
Other	3.18

#### Implications

- High to highest scores were given to farmers' market and festival space (3.94), art market and festival space (3.71), other public performing space (3.63), and other public gathering space (3.53).
- Conversely, very low score was given for a float plane landing (2.18).
- Generally, the scores gave higher priority to the above outdoor spaces than for any indoor activities other than local meat, cheese, and vegetable sales (3.35) and affordable, workforce housing (3.30).

**What priority would you give for the following access improvements to be considered in the development of the subarea plan?**

Answered: 103, Skipped: 1, Comments: 15

	Weighted average
Extend First Street to Caledonia Street	3.15
Extend Second Street to Caledonia Street	2.87
Create an interior vehicle access from First to Third Street and the public parking lot	2.55
Create interior pedestrian path between public parking lot and First Street	3.82
Make Commercial Street pedestrian at Maple Hall between First and Second Street	2.81
Integrate public parking lot into Moore Clark development	3.16
Extend waterfront path through Moore Clark to Pioneer Park	4.36
Incorporate EV charging stations	3.25
Other	3.62

**Implications**

- Highest scores were given to extending waterfront path through Moore Clark to Pioneer Park (4.36) and creating an interior pedestrian path between public parking lot and First Street (3.82).

**What priority would you give for the following access infrastructure improvements to be considered in the development of the subarea plan?**

Answered: 103, Skipped: 1, Comments: 9

	Weighted average
Floodproof the site from rising Channel tides	4.23
Extend floodproofing, if feasible, for Caledonia neighborhood	4.13
Collect stormwater and store off site	2.87

Collect and store stormwater on site if feasible	2.94
Underground power lines through the site	3.91
Other	3.89

**Implications**

- Highest scores were given to floodproofing the site from rising Channel tides (4.23), extending floodproofing, if feasible, for Caledonia neighborhood (4.13), and undergrounding power lines through the site (3.91).

**What priority would you give for the following design concepts to be considered in the development of the subarea plan?**

Answered: 103, Skipped: 1, Comments: 12

	Weighted average
Restrict building heights along the extension of First Street to 30 feet the same as downtown structures	3.73
Retain, if feasible, portions of the historic blue warehouse for outdoor activities	2.90
If not feasible to retain the historic blue warehouse, consider a similar durable structure for accent and outdoor activities	3.20
Locate low-density development adjacent to the single-family homes along Fourth Street	2.82
Locate moderate-density development under the hill along Douglas Street	2.76
Adopt design standards that complement the historic downtown but allow innovation	4.13
Incorporate solar, green roofs, and other smart energy concepts	4.03
Incorporate bio-swales and other stormwater filtering improvements	3.82
Restore native plant materials along the shoreline	3.88
Install trees and other native planting materials	4.26
Other	4.00

**Implications**

- Highest scores were given to adopting design standards that install trees and other native planting materials (4.26), complement the historic downtown but allow innovation (4.13), incorporate solar, green roofs, and other smart energy concepts (4.03), restore native plant materials along the shoreline (3.88), incorporate bio-swales and other stormwater filtering improvements (3.82), and restrict building heights along the extension of First Street to 30 feet the same as downtown structures (3.73).

In summary, the highest-high priorities were given in rank order to:

- Extend waterfront path through Moore Clark to Pioneer Park (4.36)
- Install trees and other native planting materials (4.26),
- Floodproof the site from rising Channel tides (4.23),
- Extend floodproofing, if feasible, for Caledonia neighborhood (4.13),
- Complement the historic downtown but allow innovation (4.13),
- Incorporate solar, green roofs, and other smart energy concepts (4.03),
- Provide farmers' market and festival space (3.94),
- Underground power lines through the site (3.91).
- Restore native plant materials along the shoreline (3.88),
- Create an interior pedestrian path between public parking lot and First Street (3.82).
- Incorporate bio-swales and other stormwater filtering improvements (3.82),
- Restrict building heights along the extension of First Street to 30 feet the same as downtown structures (3.73).
- Provide art market and festival space (3.71),
- Provide public performing space (3.63),
- Provide other public gathering space (3.53).

## Open-ended comments

### What is downtown La Conner's best feature?

Answered: 100, Skipped: 4, Comments: 100

### What would you most like to improve about the Moore Clark property?

Answered: 95, Skipped: 9, Comments: 95

### Do you have any suggestions or recommendations concerning the development of a subarea plan for the Moore Clark property?

Answered: 76, Skipped: 28, Comments: 76

### If you would like to be added to the email list to receive future information on the Moore Clark subarea planning activities, please provide your email address.

Answered: 75, Skipped: 29, Comments: 74

### If you would like to be included in the \$250 lottery drawing of completed survey responses, please provide your name, phone number, and email address.

Answered: 80, Skipped: 24, Comments: 80

## Outreach interviews

Email communications and interviews were conducted with the following potential stakeholders, agencies, organizations, and developers. Outreach emails are continuing through the remaining and following tasks to inform potentially interested parties and maintain liaison with those who indicated an interest in participating, renting, and/or conducting fine and performance arts events.:

Stakeholders – included workshops with Triton American LLC and Dunlap Towing as well as mingles, workshops, online

survey, and open houses with La Conner residents, businesses, and property owners.

Public agencies - included workshops with the Port of Skagit and email outreach with the Swinomish Indian Tribal Community and Upper Skagit Indian Tribe.

Organizations - included workshops with the Chamber of Commerce, Skagit County Historical Museum, La Conner Quilt & Fiber Arts Museum, and email outreach with the La Conner School District, Museum of Northwest Art (MoNA), Skagit Artists, Skagit Valley College, WSU Northwest Research & Extension Center (NWREC), La Conner Arts Foundation, Washington Association of Land Trusts, Land Trust Alliance, Nature Conservancy, and Forterra.

Tenant prospects - Jansen Arts Center, Pacific Northwest Art Center, Port Townsend School of Woodworking, Bainbridge Artist Resource Network (BARN), and email outreach with Center for Wooden Boats, Northwest Maritime, Northwest School of Boatbuilding, SCC Wood Technology Center, Schack Art Center, Redfish, Equinox Studios,

Local developers - included workshops with Community Action of Skagit County, Home Trust of Skagit, Skagit Habitat for Humanity, Housing Authority of Skagit, and email outreach with Oldival, GMD Development Bridge Housing, DevCo, Catholic Community Services, and Homesight.

Regional developers - included workshops with Forterra and Watershed Community Development, and email outreach with

Accuset Construction, Sustainable Living Innovation, and McMenamins.

A summary of the reactions and proposals includes the following:

- There is interest - in renting contents of a Maple Hall Addition for fine arts, performing arts, crafts, and an Albers Warehouse reconstruction for major events and festivals.
- Provide flexible building spaces - don't over-finish or define rehearsal halls, studios, workshops, classrooms, and other spaces as they may not fit each potential user, and the use interest may change over time.
- Delegate marketing/programming to potential users - don't recruit or program top-down, as each potential user has their own programs, instructors, and student followers.
- Provide temporary lodging - as some classes may run 2-7 days and instructors and students need temporary housing for the longer class sessions.
- Package programs with lodging and transportation - to make it easier and more feasible for tenant uses to advertise and recruit students particularly when some students2. will come from elsewhere in the US and abroad to follow an instructor.
- Be different/unique - create public spaces, buildings, and programs that distinguish La Conner offerings in the marketplace.

## Redevelopment concepts

The following concepts are based on the assessment of existing conditions, the results of the mingle, online survey, and outreach interviews, and past development proposals.

### Traffic

The traffic concept will complete the downtown street grid with:

- **First Street extension** - demolishing Albers Warehouse and extending First Street south to Caledonia Street to provide a direct exit to Maple Avenue. First Street's extension will be designed as a "woonerf" with flat surfaces so that the street can be closed to vehicles during public events and gatherings. Most of the time the street will remain open to traffic as the volumes on normal or off-peak days are not substantial enough to justify a permanent closure.
- **Second Street extension** - reopening Second Street south from Moore Street to Caledonia Street to provide interior access to Moore Clark properties and accommodate traffic when First Street is closed for events.

### Parking

The parking concept will increase parking capacity in the Moore Clark subarea with:

- **On-street parking** - adding 45-degree on-street parking stalls on the east side of First Street in front of Maple Hall and the rebuilt Albers Warehouse, on both sides of reopened Second Street, on the north side of Caledonia Street, and on both sides of Third Street to provide public parking for destination activities and guests of residential developments.

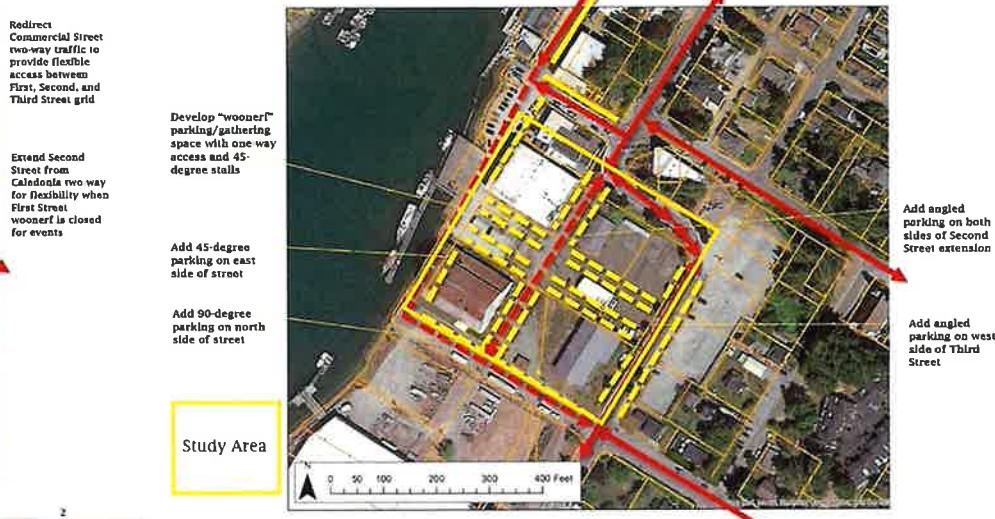
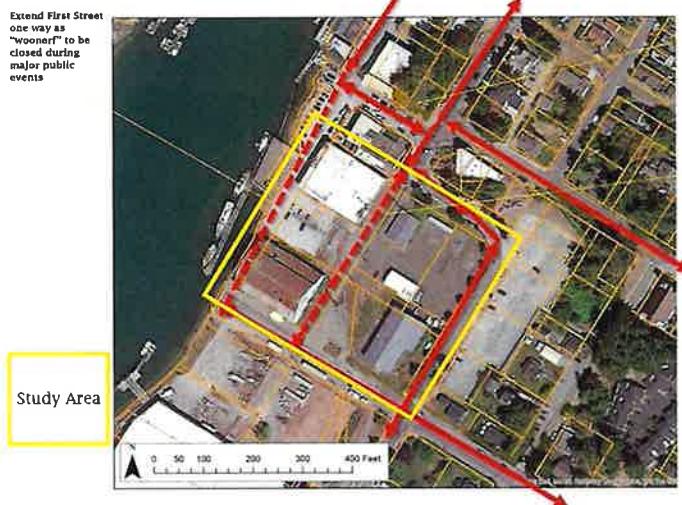
The proposal will increase parking capacity from 27 stalls in the Triton's pay-to-park lot between the Freezer Building and Albers Warehouse to 151 on-street or by 124 stalls. On-street parking will also calm traffic through the Moore Clark subarea.

- **Public parking lot** - Consider relocating **all or a portion of** the 115-stall public parking lot to the center of the Moore Clark site between First and Third Streets to directly support activities in Maple Hall, Maple Hall Addition, Albers Warehouse reconstruction, and the waterfront. The proposal will provide 112 parking stalls or 3 less than is currently provided.
- **Special event parking** - coordinating 703 off-site special event parking shuttles with buses or vans or water shuttles from lots located at Mavret Marine (143) on Pearl Jensen Way, Port of Skagit (151 + 36 + 63 or 250) at Dunlap Way and North First Street, Swinomish Yacht Club (48) at North First Street, Town of La Conner (85) at East State Street, and La Conner School District (99 + 43 + 22 + 13 = 177) along North Sixth Street from the elementary, middle, and high school lots.

### Waterfront activities

The concept will create a destination focus on the waterfront with:

- **Waterfront landing** - activities will be expanded on the wharf and pier including music and other performances, kayak and canoe races and other Channel events, and special event cruises from Seattle and Bellingham for programs in Maple Hall, a proposed potential Maple Hall Addition, and the reconstruction of Albers Warehouse.
- **First Street and west end public parking lot** - will be closed for special events including music and other





*Seattle Bell Street Park and Pioneer Square woonerf examples*

performances, Channel oriented activities, and farmers' and art markets.

The maximum capacity for gathering on the wharf, First Street, and west end of the relocated public parking lot is estimated to be 2,013 people assuming buskers, vendor booths, concessions, and other services are included or 4,315 people if all the space is filled to standing room only - which is greater than may ever be generated at the Moore Clark site and downtown.

The closure of First Street to traffic may be more than sufficient to support most events.

### Destination facilities

The concept will create new fine and performing art, and festival event destinations with:

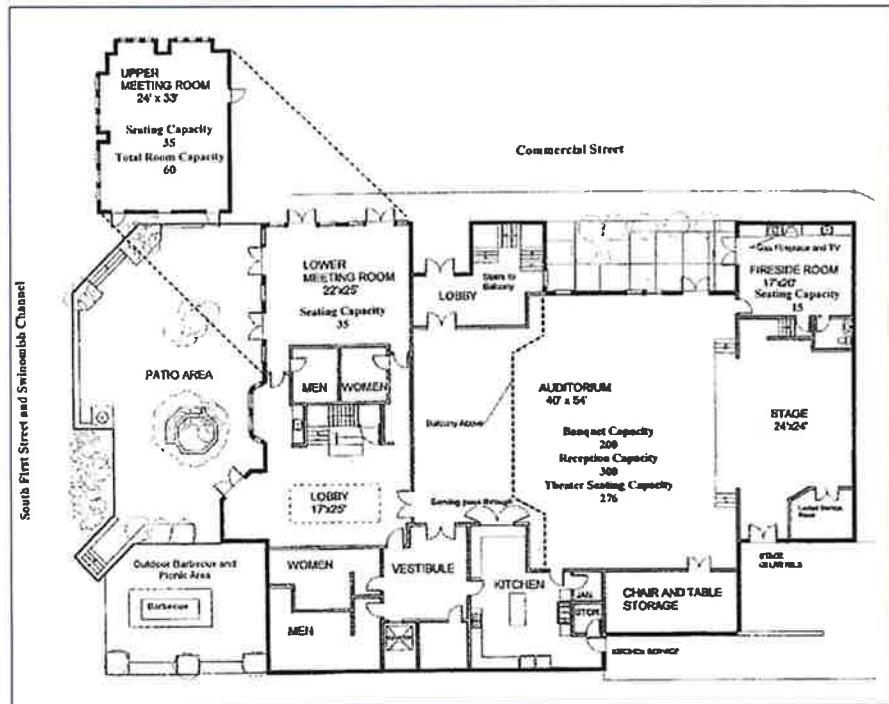
- Maple Hall Improvements - including lighting and sound systems, changing rooms, stage props and scenery, and seating risers to support music, drama, lectures, and other performances in the main auditorium. Reconfiguring the outdoor entry to provide a gathering area, terrace, and seating areas to support outdoor events and performances.
- Maple Hall Addition - demolishing the Freezer Building and constructing a 2-story building as an addition to Maple Hall to house studios, workshops, classrooms, rehearsal areas, galleries, teaching kitchens, and other incubator spaces to support paint, pottery, glass, metal, jewelry, wood, culinary, and other fine arts and music, dance, drama and other performing arts activities.
- Albers Warehouse Reconstruction - demolishing the derelict warehouse and replacing it with an aesthetically similar 60-foot structure to provide a festival hall to support major events like the guitar festival, poetry readings, Arts Alive, and

others. The warehouse/festival space will support 411 people in a dining format, or 800 in a lecture or presentation format, or 960 people in a gathering format with exhibits and vendors, or 2,057 in a standing room only format.

### Mixed income housing

The concept will develop mixed income residential on the balance of the Moore Clark property and for the redevelopment of the town public parking lot with:

- Envelope-based allowances - up to 30 feet tall (40 feet on the north end of the public parking lot), covering 80% of the lot (90% if structures include green roofs), with residence parking under the building and residential units above parking and the flood elevation. Building envelopes will allow more flexibility than density-based allowances.
- Middle housing prototypes - will be encouraged including duplex, triplex, fourplex, sixplex, townhouse, courtyard, and live/work buildings to provide a transition with single-family neighborhoods east of Third Street and south of Caledonia Street and retain a profile consistent with the 30-foot height limit.
- Smaller residential units - are expected averaging 408 square feet for a studio, 651 square feet for 1-bedroom, and 939 square feet for 2-bedroom to accommodate small young and older households for which there is a severe housing shortage in La Conner and the surrounding area market. This does not to preclude larger units if developers consider larger units to be more marketable, provided the larger units do not exceed the building envelope.
- Parking ratios - will remain 1.25 stalls per unit consistent with parking requirements for the rest of town. This does not preclude developers providing higher parking ratios provided



*Top left - Maple Hall floor plan.*

*Top right - Jansen Arts Center performance space in Lynden*

*Bottom - pottery and woodworking workshops in Jansen Arts Center and Bainbridge Artisan Resource Network (BARN) on Bainbridge Island.*



*Pybus Market example of a festival hall in Wenatchee*

the increase in parking stalls does not cause the structure to exceed the building envelope.

- **Affordable housing ratio** - will be recommended to require 20% to remain permanently affordable for households of 30-80% of Area Median Income (AMI) threshold for all residential development provided within a building. Units may be made permanently affordable using a variety of methods including resale deed restrictions or sale to a nonprofit housing agency or other methods approved by the town attorney. Affordable units must be provided within the building rather than transferred to another housing project or by a fee paid in lieu of construction to the town to ensure Moore Clark and town parking lot housing will be mixed income and that affordable construction remains feasible and meets the town's intent.
- **Housing capacity** - could be 162 74 housing units in total including 32 permanently affordable on the Moore Clark and town parking lot if the building envelopes are built out with smaller units and limited parking as proposed above. Actual capacity will likely be less should developers built larger units with higher parking ratios than specified.

## Trails and open spaces

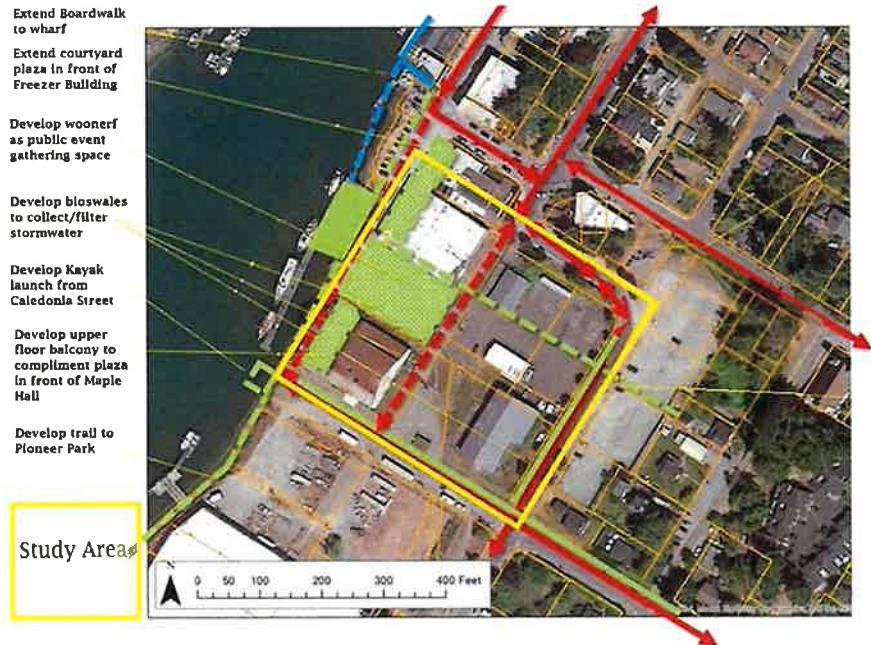
The concept will integrate and expand trail and open space connections with the waterfront and downtown by:

- **Terraces** - will may reconfigure the outdoor plaza in front of Maple Hall and develop indoor/outdoor terrace in front of the Maple Hall addition, and possibly in front or alongside the reconstructed Albers Warehouse to provide outdoor seating and viewing areas for performances and events on the waterfront and in the woonerf treatment of the west end of the relocated public parking lot.
- **Channel Passage** - will extend the overwater boardwalk

south from Commercial Street to the waterfront landing or wharf at Moore Clark.

- **Moore Clark interior trail** - will be developed from the existing trail along the south edge of the wetland at Fourth Street west through Moore Clark and along the relocated central parking lot to the waterfront landing.
- **Waterfront trail** - will extend a pedestrian and bike trail from the waterfront landing at Moore Clark south along the shoreline through the Upper Skagit Tribe's industrial park to the public boat launch to Waterfront and Pioneer Parks.
- **Third Street hillclimb** - will construct a stairway or hillclimb with viewing stations from Douglas Street to Moore Street to connect residential neighborhoods on the hill to the Moore Clark interior trail and waterfront activities. The hillclimb could connect with upper story residential housing, including rooftop gardens, to be developed in the north end of the existing town public parking lot.
- **Kayak launch** - will be developed from the west end of Caledonia Street to access to the Swinomish Channel for hand-carry craft.
- **Bio-swales and rain gardens** - will be installed along the west side of Third Street, north side of Caledonia Street, and through the relocated public parking lot in the center of Moore Clark to collect and filter stormwater. The rain gardens and green roofs could be supplemented with cisterns and other collection systems to retain stormwater for use for irrigation and other internal site needs.
- **Smart and green development** - will install solar panels as well as green roofs and EV charging stations in on-street parking stalls and within the relocated public parking lot.





Extend walkway to waterfront



*Top left - trail and open space plan.  
Top right - raingarden in Port Townsend example*



Downtown historic district 2-story wood buildings with gable roofs

## Implementation

### Public infrastructure, amenities, and facilities costs

Development cost estimates include direct construction costs and indirect or soft costs including 8.6% sales tax of construction costs, 12% design and engineering fees of construction costs, 8% financing costs of construction and sales tax and design fees, and 15% contingency of construction and sales tax and design fees and financing costs. All cost estimates are based on current 2024 market prices.

Development cost estimates also include land acquisition necessary to complete each project based on assessed value.

#### Public infrastructure

First Street Extension	\$1,145,407
Second Street extension	\$2,232,612
Third Street expansion west side parking*	\$819,997
Caledonia Street northside parking*	\$616,141
Woonerf - First-Second Streets*	\$1,165,889
Woonerf - Second-Third Streets*	\$1,596,031
<b>Subtotal public infrastructure costs</b>	<b>\$7,576,077</b>

#### Public amenities

Hillclimb Douglas to Third Street	\$566,008
Maple Hall terrace/plaza reconstruction	\$580,272
Channel Passage extension to wharf	\$1,680,890
Interior trail from Fourth to First Street	\$319,941
Caledonia kayak launch	\$449,356
<b>Subtotal amenity costs</b>	<b>\$3,596,467</b>

#### Destination facilities

Freezer demolished, Maple Hall Addition	\$15,394,174
Albers Warehouse demolished, rebuild	\$10,940,311
<b>Subtotal destination facilities</b>	<b>\$26,334,485</b>

**Total infrastructure, amenities, facilities** \$37,507,029

\* Includes sidewalks, bio-swales, and rain gardens

As shown, public infrastructure improvements will cost \$7,576,077, amenities \$3,596,467, and destination facilities \$26,334,485 or total costs \$37,507,029.

Not all improvements, however, must be accomplished at the same time nor are all improvements necessary to initiate development of all the other projects listed or of mixed income housing projects. For example, the highest priority projects are:

- **Extension of First Street** - south to Caledonia Street to provide a direct and safe route on Caledonia Street to Maple Avenue for downtown and Moore Clark access for \$1,145,407.
- **Albers Warehouse rebuild** - to create a festival hall of sufficient capacity to attract and host special events of a regional and new market opportunity that are not possible for the town for \$10,940,311.

**While the Town will have an active role in the extension of South First Street, the Town has no involvement with the potential rebuild/reuse of the Albers Warehouse.** The highest priority as well as all the other infrastructure, amenity, and facility projects will not rely on the same funding source.

### Public financing options

There are several competitive state and federal grants that are available to towns and nonprofit organizations to finance public infrastructure, amenities, and facilities. The programs have different eligibility requirements, schedules, and some have matching fund or like-kind contributions. Following is a summary of grants available for each type of project.

## Infrastructure

- **Community Economic Revitalization Board (CERB)** - grants from the Department of Commerce (DOC) to towns for construction projects that encourage private business development and expansion.
- **Public Works Board** - grants or loans from the Department of Commerce (DOC) to towns for the planning, acquisition, and construction of streets, water, stormwater, and sewer services
- **Stormwater Public Private Partnerships** - grants from the Department of Ecology (DOE) to develop public-private partnerships for stormwater retrofit projects.
- **Community Development Block Grants (CDBG) General Purpose** - grants from US Housing & Urban Development (HUD) to eligible towns for community development projects that principally benefit low and moderate-income persons including water, wastewater, streets, sidewalks, and affordable housing.

## ~~Maple Hall reconfiguration and addition; Albers Warehouse reconstruction~~

- **Capital Grant Program Equity** - grants from the Department of Commerce (DOC) to non-profit organizations for planning and predesign services for the preparation of capital grant opportunities and applications to elected officials for inclusion in the state's annual budget.
- **Building for the Arts (BFA)** - grants from the Department of Commerce (DOC) to non-profit organizations for performing art centers for up to 33.3% of eligible capital costs for acquisition, construction, and/or major renovation.

- **Creative Districts Capital Projects** - grants from the Washington State Arts Commission ([ArtsWA](#)) to towns for small-scale capital projects to enhance and promote the district.
- **Heritage Capital Projects** - grants from the Washington State Historical Society to towns for capital projects at public accessible facilities that interpret and preserve Washington's history and heritage.
- **Community Facilities Direct Loan Guarantees and Grants** - from the US Department of Agriculture (USDA) to towns for public improvements operated on a nonprofit basis, for the orderly development of a rural community.
- **Rural Community Development Initiative** - grants from the US Department of Agriculture (USDA) to towns and community development organizations for community facilities and community and economic development projects.
- **Remedial Actions** - grants and loans from the Department of Ecology (DOE) and the US Environmental Protection Agency (EPA) to cities for the planning of the clean up contaminated areas.

## Waterfront, shoreline, trails, and other amenities

- **Aquatic Lands Enhancement Account (ALEA)** - grants from the Recreation & Conservation Office (RCO) to towns for the purchase, improvement of aquatic lands for public purposes and for providing access.
- **Boating Facilities Program (BFP)** - grants from the Recreation & Conservation Office (RCO) to towns for the acquisition and development for motorized boating facilities including guest moorage.

- **Boating Infrastructure Grant Program (BIGP)** – grants from the Recreation & Conservation Office (RCO) to towns for the development or renovation of guest boating facilities for craft over 26 feet.
- **Land & Water Conservation Fund (LWCF)** – grants from the Recreation & Conservation Office (RCO) to towns to acquire, develop, and provide access to outdoor recreation resources including trails and parks.
- **Conservation Resources Enhancement Program Riparian Funding** – grants from the State Conservation Commission to landowners to restore streamside habitat for salmon.

### Affordable housing

- **Connecting Housing to Infrastructure Programs (CHIP)** – grants from the Department of Commerce (DOC) to cities for sewer, water, or stormwater improvements for new affordable housing projects – requires town or county to impose the sales and use tax for affordable housing.
- **Housing Finance Commission Land Acquisition Program (LAP)** – loans from the Department of Commerce (DOC) to towns for the purchase of land for the eventual construction of affordable housing at 1% interest for up to 8 years.
- **Housing Trust Fund** – grants or loans from the Department of Commerce (DOC) to towns for affordable housing construction including pre-development technical assistance.

### Smart, green, and other projects

- **Community Solar Resilience Hubs** – grants from the Department of Commerce (DOC) to towns for solar deployment and battery storage at publicly-owned community buildings.

- **Community EV Charging** – grants from the Department of Commerce (DOC) to towns for community electric charging infrastructure and equipment.

### General purpose

- **Lease to Own (LTO)** – facility development projects where private or nonprofit developers construct and maintain a facility and the town acquires the facility thorough a lease over a purchase period. The facility may be of any type or use and the lease/purchase agreement can be of flexible duration and payment schedules.

Financial terms for nonprofit developers are like what a town would pay for a conventional municipal bond funded project. Financial terms for private developers are like any privately funded project with private interest and profit included. (Note – Washington State legislation does not consider lease to own agreements to be debt though market credit ratings do).

Nonprofit developers have financed, developed, and maintained public buildings for state agencies, counties, and cities including administrative offices, student housing, research, parking garages, and other public facilities.

- **Contributions and donations** – can and have previously contributed to creative endeavors like what is envisioned in the Moore Clark subarea plan. Interested individuals, foundations, corporations, and other public jurisdictions should be approached once the subarea plan has been adopted and ready to be implemented.

### Private mixed income housing costs

Mixed income housing development cost estimates include hard and soft costs as well as land acquisition.

### Mixed income housing

Moore Clark 2 northeast parcels	\$17,369,228
Moore Clark southeast parcel	\$17,052,067
Public parking lot 3 north parcels	\$21,973,595
Public parking lot 2 central parcels	\$14,073,264
Public parking lot south parcel	\$4,858,665
Total mixed income housing developments	\$75,326,819

As shown, the total development cost for all mixed income housing projects is estimated at \$75,326,819. If mixed income housing is developed under the average size and parking ratios described previously, the average cost will range between \$372,295 to \$374,014 per unit not including developer profit. Average costs for studios will be lower and for 2-bedroom units higher than the average per unit cost shown.

Permanently affordable units may be developed with smaller size and parking ratios and with less expensive but functional interior finishes. The units may continue to be owned and leased by the developer, or by a nonprofit agency partner, or sold under resale agreements limiting inflation to remain affordable, or other methods approved by the town attorney.

Each mixed income housing parcel could be sold and developed independently or in multiple blocks depending on housing market conditions and developer interest.

### Implementation options

There are several options available for moving forward on the implementation of Moore Clark's redevelopment including:

- Do nothing - if Triton America LLC continues to own Moore Clark properties, the Albers Warehouse and Freezer Building will continue to deteriorate and the remaining property will continue to be undeveloped, underutilized, and a continuing blight on the Town based on Triton's 12-year ownership history of Moore

Clark as well as Triton's history with other properties in the local area.

- Litigate demolition of Albers Warehouse - on town right-of-way to eliminate the safety risk posed by the deteriorated structure and allow the extension of First Street south to Caledonia Street. While this would eliminate the immediate safety risk posed by the deteriorated Albers Warehouse, the Freezer Building will continue to deteriorate, and the remaining Moore Clark property will continue to be undeveloped and underutilized.
- Condemn and acquire First Street frontage parcels - including the wharf, Albers Warehouse, and Freezer Building to allow the development of destination activities and facilities. While this would allow for the development of waterfront amenities, ~~Maple Hall Addition~~, and Albers Warehouse rebuild as a festival hall, the remaining Moore Clark property will continue to be undeveloped and underutilized especially for mixed-income, affordable housing.
- Condemn complete Moore Clark properties - using a blight on the town justification, to allow development of destination activities and facilities and free up mixed income, affordable housing parcels for private market development. This is the most extreme option.

### Implementation approaches

The following considerations affect how the town can proceed and structure an implementation strategy for the Moore Clark properties:

- Town of La Conner - lacks the financial capacity and experience to implement an aggressive redevelopment of portions of or all the Moore Clark property and would not be shielded from financial or other risks.

- **Establish a Public Development Authority (PDA)** - as one option available where the PDA rather than the town assumes all responsibility for acquisition and development and shields the town from financial or other liabilities.
- **Approve an agreement with a developer or placeholder** - like Forterra, to provide capital for the purchase of portions or all the Moore Clark properties and provide the necessary cash flow for site preparation for waterfront destination development and the packaging of mixed income, affordable housing parcels. The developer or placeholder like Forterra, will be repaid as each Moore Clark parcel is financed by grants for public projects or sale by for-profit or nonprofit housing developers.
- **Conduct competitive request for proposals (RFPs)** - for the development of the mixed income, affordable housing parcels where the first phase narrows developer submitted qualifications to 3 teams and the second phase where 3 teams prepare binding redevelopment proposals. The preferred developer's concept will be selected based on the design quality and public benefit of the winning proposal.
- **Initiate waterfront destination development** - by demolishing Albers Warehouse and Freezer Building, developing Albers Festival Hall and ~~Maple Hall Addition~~ as grants and donations allow.

### Immediate actions

An initial action the town and ~~Chamber of Commerce its Arts Commission~~ should initiate is to apply for a Creative District classification and the designation of the Chamber of Commerce as a Washington Main Street organization.

- **Creative District designation** - state-certified by the Washington State Arts Commission, is a vehicle to support artists and creative innovators within the La Conner area while expanding the town's outreach as an art and cultural center.



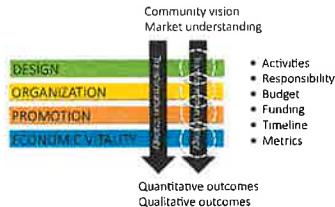
Creative districts are defined areas where there's a high concentration of cultural attractions and programs. Each district has its own experiences, from art walks and live music to museums and galleries, all generally within a walkable distance. The Washington State Arts Commission has designated 18 districts in the state thus far including Anacortes, Coupeville, Langley, Port Townsend, and Twisp, among others.

To be eligible, La Conner must delineate the boundaries of the creative district and ~~the Chamber must propose to be the designate an~~ operating agency, **such as the La Conner Arts Commission.**

When approved, which can take up to a year, ~~the Chamber as~~ the designated district agent will be eligible for a \$10,000 startup grant along with a \$50,000 capital project funding grant and technical assistance. The monies can be spent for the design and installation of promotional signage listing La Conner as a Creative District along with other marketing and promotional materials and programs including support of artist live/work housing.

- **Main Street designation** - managed by the Washington Trust for Historic Preservation, a statewide nonprofit organization under contract to the Washington State Department of Archaeology & Historic Preservation (DAHP).

## Transformation Strategies



Main Street is a comprehensive, incremental approach to revitalization built around a community's unique heritage and attributes. Using local resources and initiative, the program helps communities develop strategies to stimulate long term economic growth and pride in downtown. Main Street programs have been established in 40 Washington communities including Anacortes, Mount Vernon, Coupeville, Langley, Port Townsend, and Bellingham, among others.

A Main Street designation can take up to a year and requires the Chamber Main Street Association be:

- Committed to comprehensive downtown revitalization (which can include the Moore Clark property),

- Have a public and private historic preservation ethic,
- Provide evidence of public and private sector investment in the downtown district, and
- Demonstrate a financial commitment to implement a broad and long-term program.

The Main Street Tax Credit Incentive Program (MSTCIP) provides a Business & Occupation (B&O) or Public Utility Tax (PUT) credit for private contributions given to eligible downtown organizations. Once a business' donation request is approved by the Washington State Department of Revenue (DOR), the business is eligible for a tax credit worth 75% of the contribution donation up to \$250,000 per contributor.

## Possible implementation agents

### Public Development Authority (PDA)

Under RCW 35.21.730, local government may establish "public corporations, commissions, or authorities" or PDAs. PDAs are often created to manage the development and operation of a single project, which the city determines is best managed outside of its traditional bureaucracy and lines of authority. The project may be entrepreneurial in nature and intersect with the private sector in ways that would strain public resources and personnel.

For example, the Pike Place Market is a City of Seattle PDA and essentially acts as the landlord to scores of retail establishments and nonprofit services provided in a series of historic buildings. The City of Seattle determined that day-to-day operations of such an enterprise is best managed by professionals independent of the city, given the untraditional nature of the enterprise and the importance of responding to the unique needs of the private retail marketplace.

PDAs are created to 1) administer and execute federal grants or programs; 2) receive and administer private funds, goods, or services for any lawful purpose; and 3) to perform any lawful **public purpose of function**. The specific undertakings of a PDA are specified in the PDA charter by the creating jurisdiction. PDAs are frequently created to undertake a specific project or activity requiring focused attention. PDAs tend to be more entrepreneurial than their sponsoring municipality, involving private sector participants as board members or partners. PDAs allow municipalities to participate in projects that they may be otherwise disinclined to partake in due to project risks and competing priorities of the municipality.

**Powers** – of a PDA are provided in RCW 35.21 and include:

- Own and sell real and personal property,
- Contract with a city, town, or county to conduct community renewal activities,
- Contract with individuals, associations, corporations, Washington State, or the US,
- Sue and be sued,

- Loan and borrow funds and issue bonds and other instruments evidencing indebtedness,
- Transfer funds, real or personal property, interests, or services,
- Engage in anything a natural person may do, and
- Perform all types of community services.

**Formation** – of a PDA is by the city passing an ordinance approving the PDA's charter. The charter will define the scope of the project or purpose, the term of the PDA, and board characteristics. The charter may provide for municipal oversight and will limit the liability of the creating municipality. Because PDAs are separate legal entities, all liabilities are satisfied exclusively from the assets of the PDA. PDA creditors do not have the right of action against the creating municipality, or its assets, on account of any PDA debts, obligations, liabilities, or acts or omissions.

**Governance** – the RCW does not require any particular board composition. Therefore, the creating city has board latitude in crafting a governance structure suited to the PDA's purpose. Typically, PDA boards are often composed of persons with technical expertise in financing, construction, or legal and persons who represent key stakeholders.

**Duration** - the PDA charter determines the term of the PDA and may include a sunset provision, which may automatically dissolve the PDA upon completion of the project or its financing – or provide a broader mandate encompassing numerous phases of an ongoing project or a general-purpose endeavor for an indefinite period.

**Oversight** – the creating municipality will have limited control (and liability) over the PDA but will not be relieved of all oversight responsibility. By statute, the city is required to oversee and control the PDA's operations and funds in order to correct any deficiency and to assure that the purposes of each project are reasonably accomplished. Accounting and other responsibilities may be spelled out in the PDA's charter.

**Types of projects** – may include any "public purpose" specified in the PDA's charter and that is a lawful public purpose or undertaking of the creating municipality. Examples of projects include:

- Seattle Art Museum,
- Museum of Flight at Boeing Field in King County,
- Mercer Island City Hall,
- Officers' Row in Vancouver,
- Pike Place Market in Seattle,
- Bellevue Convention Center,
- Tacoma's Foss Waterway Development,
- Bellingham PDA Downtown, Waterfront, and Old Town
- Hurricane Ridge PDA in Port Angeles

**Limitations** - PDA's do not have the power of eminent domain or the authority to levy taxes. A PDA may borrow funds or issue tax-exempt bonds - though PDA financing is generally project specific. To facilitate access to financial markets, PDA project finances are often backed by a city guarantee, typically in the form of a contingent loan agreement. Real property and operating funds are frequently transferred to a PDA at the time of PDA creation, but the creating municipality may define controls and place terms and conditions on a PDA's use of such assets.

**Disadvantage** - a potential disadvantage in forming a PDA is the relatively low level of control the creating city has over the PDA or project. Although the creating municipality has oversight responsibilities for PDA operations to assure the purposes of the PDA are fulfilled, generally the creation, management, and facilitation of the project is in the hands of the PDA's governing board. PDAs are autonomous despite contract or charter provisions providing for oversight and control over the PDA.

**Advantage** - the lack of control over the project and the PDA, however, may be beneficial for a city for it reduces liability and financial risk for the city. A PDA also provides a vehicle for a city to support a project without diverting city staff to the undertaking and to attract private citizens to serve on the PDA board with the skill sets necessary to make projects feasible.

In the opinion of many municipal attorneys, a PDA is best used for unusual endeavors, which for a variety of reasons the municipality would not want to undertake itself.

## Forterra

Forterra is a federally approved 501(c)(3) non-profit organization established in 1989 as the Seattle King County Land Trust to introduce a new approach to land conservation, one that bridged the gap between public and private entities. Forterra drives land stewardship, management and planning, innovative programs and policies, farming and forestry approaches, community ownership opportunities, and development solutions.

### Cities for all initiative

Forterra's expertise in land—negotiation, acquisition, land banking—helps communities accommodate new growth and create a high quality of life for diverse residents. Working with cities, landowners, and community partners Forterra envisions new uses for land in community hubs and partner with financial institutions and developers to build healthy, green mixed-use projects, s.

### Community real estate and planning

Forterra invests in towns and cities across the state leveraging land holdings and working in partnership with towns, cities, developers, and communities to improve infrastructure, housing, and cultural institutions.

### Land infrastructure program

Conceived and developed by Forterra and passed into state law in 2011, this program combines Transfer of Development Rights (tdr) with a financing option that creates incentives for both land conservation and community support investment. The outcome is conservation of farms, forests, and natural areas combined with financing for municipalities to fund plazas, sidewalks, bike lanes, and more to ensure cities will be vibrant, attractive places to live and work.

### Forterra has engaged with over 81 communities

Forterra's projects extend from the rural town of Roslyn to the rapidly changing neighborhood of Hilltop, Tacoma, and from the estuaries, farms, and forests of Washington's coast to the shrub-steppe of the Yakima basin. Examples include:

- **Roslyn** - In partnership with the Roslyn Planning Advisory Team, the larger community, and other community stakeholders, Forterra is exploring how to develop a 30-acre parcel in a way that reflects Roslyn's history and the community's desire to live sustainably, honor Roslyn's historical character, incorporate wetlands and greenspace within the site, and provide public parking, developing commercial space, and other community attractions.
- **Tacoma's Hilltop neighborhood** - Forterra facilitated the reclamation of an entire city block at 1105 MLK, with Black culture and businesses. The Strong Communities Funds purchased the property and are seeking qualified developers capable of addressing needs of Hilltop community members for housing and community spaces.
- **Hamilton** - Forterra purchased a 48-acre upland parcel for a new neighborhood ("Hamilton Center"). Together with Hamilton residents they are working to create a design that embodies sustainability and honors the town's rich history, culture, and natural assets.



Downtown historic district 2-story wood iconic building

# New Business

- 1) Interlocal Agreement – First Response Medical Services (Skagit County)**
- 2) Fee Waiver Request – Historical Design Review & Demolition Class II (Pier 7 @ 128 S. First Street)**

**Skagit County Interlocal Agreement  
Emergency Medical Services**



# Skagit County EMERGENCY MEDICAL SERVICES

Josh Pelonio, Director

Matthew Russell, M.D. Medical Program Director

February 6, 2025

Board of Commissioners  
Town of La Conner

**Re:** Replacement EMS Interlocal Agreement for 2025-2030 Levy Cycle

Dear Commissioners,

As you know, Skagit County voters approved a renewal of the county-wide EMS levy in the April 2024 Special Election for 2025-2030. We have been working diligently since September 2024 to update the EMS interlocal agreement between Skagit County and the first responder fire districts/towns and collect and address comments and feedback. I recognize and apologize for the gap between the previous agreements ending and the new agreement beginning. Rather than individual agreements, for consistency, we decided to construct one joint agreement between all the first responder fire districts/towns and the county. Legal review on both sides took longer than I had anticipated but it is my intent to back-date the execution date of the new agreement to January 1, 2025.

The revised agreement has been reviewed and approved by county legal as well as by Brian Snure/Snure Law and Richard Davis/CSD Law. Attached you will find a copy of the revised interlocal agreement for your review and a signature page for your agency. If you have any questions about the agreement, please feel free to reach out to me. Otherwise, please return to me your agency's signed signature page and a copy of your proof of insurance as soon as possible. We will compile these and route them for the Board of County Commissioners to sign and return a fully executed copy of the agreement to you.

Please note that part of the new agreement is a budgeted replacement of AEDs that were purchased by the County in 2013 and transferred to the districts/towns in 2019. Once the new agreement is executed by your agency, we will provide you with a quote from Zoll and ordering and reimbursement instructions for the number of AEDs you are allocated. Once your new devices arrive, we would be happy to assist with configuration of settings and will provide any familiarization training needed for your personnel. Exhibit C of the revised ILA specifies how many devices your agency received in the 2019 transition and how many replacements will be reimbursed in 2025. Please note that the pricing provided by Zoll under state contract will likely go up in April so the sooner you can order your replacement devices, the better.

Thank you for your partnership, I look forward to continuing to work with you.

Sincerely,

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

Josh Pelonio, Director  
Skagit County EMS  
[joshp@co.skagit.wa.us](mailto:joshp@co.skagit.wa.us)  
360-416-1834

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
FIRST RESPONSE EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into by and between Skagit County, Washington ("County"); and

Skagit County Fire Protection District # 2, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 3, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 4, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 5, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 6, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 7, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 8, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 9, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 11, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 12, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 14, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 15, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 16, a Washington municipal corporation ("Agency") and  
Skagit County Fire Protection District # 17, a Washington municipal corporation ("Agency") and  
Skagit County Regional Fire Authority, ("Agency") and  
Town of Concrete ("Agency") and  
Town of Hamilton ("Agency") and

Town of La Conner ("Agency") is for the provision of first response emergency medical services. Together, the County and the Agencies ("Agencies") are the only parties to this Agreement and may be referred to collectively as "Parties."

**RECITALS**

**WHEREAS**, the County, with approval from the voters of Skagit County and as authorized by RCW 84.52.069, collects a countywide Emergency Medical Services (EMS) levy, which is independently accounted for in the "EMS Fund"; and

**WHEREAS**, the Board of Skagit County Commissioners (BOCC) is responsible for disbursing EMS levy funds, ensuring a unified and integrated EMS system on a county-wide basis, and fulfilling administrative and oversight functions of the EMS system; and

**WHEREAS**, the existing EMS levy expires on December 31, 2024, and the voters of Skagit County have approved a new EMS levy that begins on January 1, 2025 and expires on December 31, 2030; and

**WHEREAS**, County finds that it is in the best interest of the citizens and visitors of Skagit County to maintain a coordinated county-wide emergency medical services system that includes timely and efficient first response emergency medical services; and

**WHEREAS**, within areas served by Skagit County fire agencies, it is often most efficient for the first response of such services to be provided by the local fire agency; and

**WHEREAS**, the Parties are signatories to separate Interlocal Agreements for similar services which are set to expire on December 31, 2024; and

**WHEREAS**, the Parties wish to replace the existing agreements with an updated new agreement; and

**WHEREAS**, the Parties to this Agreement are willing to work cooperatively to continue to deliver seamless, countywide EMS services with supplemental funding from the EMS levy as outlined in this Agreement.

**THEREFORE**, in consideration of the terms, conditions, covenants, and obligations contained herein, the Parties mutually agree as follows:

### **AGREEMENT**

- 1. PURPOSE:** The purpose of this Agreement is to allow Agencies and County to work in cooperation on the delivery of first response emergency medical services within Agencies boundaries, as well as outside its boundaries as allowed by applicable response plans, and/or recommended unit plans, and/or mutual aid agreements. Agencies agree service consists of providing trauma-verified aid services in accordance with WAC 246-976-260 hereafter referred to as "Aid Services" during the term of this Agreement as detailed in paragraph 2 below.

### **2. RESPONSIBILITIES OF THE PARTIES**

#### **2.1 AGENCY Responsibilities are as follows:**

- a. AGENCY shall provide appropriate licensed Aid Services available for dispatch twenty-four (24) hours per day, seven (7) days per week.
- b. AGENCY shall operate, in accordance with WAC Chapter 246-976, and other applicable laws, ordinances and regulations governing the provision of emergency medical services.
  - i. AGENCY shall maintain at all times for the term of this Agreement a current Department of Health (DOH) EMS aid agency license.
  - ii. AGENCY shall provide County with copy of valid DOH EMS aid agency license upon execution of this Agreement and upon receipt of any renewal.
- c. AGENCY's Emergency Medical Responders and Emergency Medical Technicians performing Aid Services under this Agreement must be approved by the Skagit County Medical Program Director and shall hold a valid, active, unexpired EMS credential issued by the DOH.
- d. AGENCY shall, respond to EMS calls as dispatched and perform Aid Services within Agency's boundaries, as well as outside its boundaries in accordance with applicable response plans, and/or recommended unit plans, and/or mutual aid agreements on file with Skagit 9-1-1. AGENCY assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergency calls (fire or EMS) occurring within AGENCY's jurisdiction whereby AGENCY's resources are limited, AGENCY shall have sole discretion to determine which calls shall be answered first.
- e. All AGENCY field personnel shall be under the direct medical control and supervision of the Skagit County Medical Program Director (or designee) and shall comply with the MPD-approved patient care protocols, policies, County Operating Procedures, online medical control, and other requirements as established by the MPD and the DOH.

- f. AGENCY shall utilize a County approved and Washington EMS Information System (WEMSS) compliant electronic patient care reporting system and to follow documentation requirements in accordance with WAC 246-976-455 and applicable MPD-approved protocols related to patient care documentation.
- g. To the extent applicable, AGENCY shall be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as currently enacted or as may be amended. Any violations of HIPAA rules and regulations, including a breach of Protected Health Information (PHI) shall be reported immediately to County EMS Director along with AGENCY's actions to mitigate the effect of such violations.
- h. AGENCY agrees to provide County EMS Director with access to AGENCY call volume and patient care reporting data from the electronic patient care reporting system for the purpose of quality assurance and EMS system oversight. COUNTY agrees to execute a mutually acceptable Business Associate/Data Sharing Agreement in the form attached as Exhibit D.
- i. AGENCY will require its affiliated EMS-credentialed field personnel to either (a) participate in the approved Skagit County EMS OTEP and required skills maintenance or (b) to complete the Continuing Medical Education (CME) method and required skills maintenance for each certification period.

## 2.2 County Responsibilities are as follows:

- a. County will develop and maintain an MPD and DOH approved Ongoing Training and Evaluation Program (OTEP) for EMS continuing education for the EMR, EMT, and Paramedic certification levels for AGENCIES participating in this agreement.
- b. County will provide access to a county-wide online learning management (LMS) system for the delivery of MPD-approved EMS continuing education and training material for all AGENCY affiliated EMS-credentialed field personnel.
- c. County agrees to provide AGENCY with funding/reimbursement for the following expenses either through direct billing utilizing a County approved vendor, if applicable, or with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY County shall issue payment within 30 days of receipt of an invoice:
  - i. Disposable Medical Supplies/Equipment - Up to \$7,500.00 per year in disposable EMS supplies appropriate to the level of care of the AGENCY and authorized for use by MPD-approved patient care guidelines. In the event of significant market changes, an AGENCY may request additional funding for disposable medical supplies/equipment on a case by case basis, subject to approval by County.
    - a. AGENCY agrees that it has the sole responsibility to inspect all goods to make sure that they are free of defect and acknowledges that the County does not warrant the quality of the goods purchased through any vendor. Upon termination of the Agreement, any and all unused supplies purchased under this Agreement shall remain with the AGENCY so long as all items are used for the provision of emergency medical services by AGENCY.

- ii. Small Capital Equipment – Up to \$6,000.00 of small capital equipment (portable powered suction units, pulse oximeters, etc.) over the term of the Agreement.
- iii. Medical Oxygen – Up to \$550.00 per year.
- iv. Electronic Patient Care Reporting (ePCR) System – Up to \$7,700.00 per year that may be used toward ePCR hardware (tablets, modems, etc), ePCR software (subscription, CAD integration), and related costs (wireless connectivity service, etc.) to meet local and state patient care documentation requirements.
- v. Skagit 911 EMS User Fees – County will pay directly to Skagit 911 the EMS portion of emergency communications expenses on behalf of AGENCY based on EXHIBIT A" FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY or as subsequently amended by the Skagit 911 Board of Directors through the Interlocal Agreement for Countywide Public Safety Communications Center ([C20160538](#)).
- vi. EMT Course Tuition – County will pay directly or reimburse upon receipt of invoice and supporting documentation of actual expenses paid by AGENCY the tuition fees for AGENCY personnel to enroll and complete a County-approved EMT training course. AGENCY will follow the County's preferred registration process.
  - a. If personnel from AGENCY completes enrollment in course and does not complete the course, AGENCY will reimburse the County \$500 per student. This requirement may be waived by County if extenuating circumstances exist.
- vii. EMT Course Background Check – County will pay directly or reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY the background check(s) required for approved AGENCY to enroll in County-approved EMT training course and/or to complete clinical time/field rotations.
- viii. EMT Course Books – County will pay directly or reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by Agency the cost of required textbooks to complete the County-approved EMT training course.
- ix. Automated External Defibrillators – County will reimburse with pre-approval of the County EMS Director and receipt of invoice and supporting documentation of actual expenses paid by AGENCY the replacement of the aging ZOLL AED Pro Automated External Defibrillators purchased by County in 2013 as outlined in Exhibit C not to exceed \$3,700.00 per device.

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence between the County and any executing AGENCY upon signing and continue until December 31, 2030. Failure of an identified AGENCY party to execute this Agreement shall not impact the validity and enforceability of this Agreement between the County and any AGENCY that has executed this Agreement. Termination of this Agreement with respect to an individual AGENCY shall not effect the validity of this Agreement with respect to other AGENCY signatories to this Agreement.

**4. MANNER OF FINANCING:** The County has established the following GL expenditure code(s) for this Agreement: 123 55800015100 which shall be included on all billings or correspondence in connection therewith.

**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 Emergency Medical Services Director or his/her designee.

5.2 AGENCY's representative shall be the Fire Chief or his/her designee.

**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. Any equipment for which AGENCY is fully or partially reimbursed by the County or which is purchased in whole or in part by the County for AGENCY's provision of services under this Agreement shall be owned by AGENCY. At the time such equipment or supplies are no longer used for the provision of emergency medical services by AGENCY, AGENCY shall return the EMS levy purchased equipment and or supplies or in the alternative reimburse County for the value of the equipment or supplies purchased under this Agreement that are no longer being used as part of the county-wide EMS system.

**7. DEFENSE & INDEMNITY AGREEMENT:** To the extent permitted by law, AGENCY agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of AGENCY, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the negligence of the County, its appointed or elected officials or employees. In the event of concurrent negligence, the defense and indemnity will apply only to the percentage of AGENCY's fault. It is further provided that no liability shall attach to either County or AGENCY by reason of entering into this contract, except as expressly provided herein. AGENCY's insurance shall be primary as to any defense/indeemnity obligation assumed by AGENCY herein. Any insurance or self insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of AGENCY's insurance and shall not contribute to it. AGENCY agrees that all indemnity obligations shall survive the completion, expiration or termination of this Agreement. AGENCY is fully responsible for any liability related to subcontracting the work in this Agreement. Any indemnification agreed to between AGENCY and its subcontractor(s) does not supersede nor negate the indemnification in this Agreement. The foregoing indemnification obligations of AGENCY are a material inducement to County to enter into this Agreement, and as such is reflected in the compensation to AGENCY, and have been mutually negotiated by the Parties.

AGENCY's initials acknowledging indemnity terms: \_\_\_\_\_

**8. INSURANCE:** AGENCY agrees to be bound by the insurance requirements set forth in the applicable **EXHIBIT B INSURANCE.**

**9. TERMINATION FOR PUBLIC CONVENIENCE/ AND TERMINATION FOR CAUSE :** Either party may terminate the contract in whole or in part after written notice of not less than 365 calendar days whenever either party determines, in its sole discretion, that such termination is in the best interests of either the County or Agency, respectively. Termination of one AGENCY shall not invalidate this Agreement in regard to the other non-terminating AGENCYs. Whenever the contract is terminated in accordance with this paragraph, AGENCY shall be entitled to payment for actual work performed

at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by any party at any time during the term for convenience, shall not constitute a breach of contract by that party.

County has the right to immediately terminate this Contract for cause with any specific Agency for the below listed reasons:

- (a) Agency is unable to perform the required services
- (b) Agency ceases to have a valid Advanced Basic Life Support level trauma-verified aid service license issued by the Washington State Department of Health,
- (c) Failure to comply with the obligations set forth in Paragraph 2.1

Any Agency has the right to immediately terminate this Contract for cause for the below listed reasons:

- (a) County fails to comply with the obligations set forth in Paragraph 2.2 or Exhibit D

If any party elects to invoke immediate termination the Agreement shall be deemed terminated upon notice of such to the other party(ies).

**10. 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.

**11. 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.

**12. 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.

**13. NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/ or joint venture exists between AGENCY and the County, and no partnership and/or joint venture is created by and between AGENCY and the County by virtue of this Agreement. No agent, employee, contractor, subcontractor AGENCY, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

**14. NO THIRD-PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, property owners and/ or residents, or any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

**15. ASSIGNMENT AND SUBCONTRACTING:** AGENCY shall require that their subcontractors be bound by same terms and conditions contained in this Agreement including insurance and

indemnification requirements. AGENCY shall be responsible for its subcontractors non-compliance with the terms and conditions in this Interlocal Agreement. AGENCY subcontractors must be part of the Skagit 9-1-1 County dispatch system have all required licenses and training required under Washington State law, be under the oversight of the Skagit County MPD or designee, and operate in accordance MPD-approved EMS patient care protocols. If AGENCY subcontracts all or a portion of the services pursuant to this Agreement to a non-public entity, AGENCY subcontractors must name the County as an additional insured on all required policies unless specifically waived in writing by Skagit County's Risk Manager) and must be bound by the applicable **EXHIBIT BI Insurance** (Public Agencies that are full members of a governmental risk pool or **EXHIBIT B2 Insurance** (Nonpublic agencies or providers that are not full members of a governmental risk pool. The mutual aid agreements and automatic aid agreements between and among the Parties in effect prior to January 1, 2015, are not subject to this paragraph and shall not constitute default on this Agreement.

**16. VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Snohomish or Whatcom. This Agreement shall be governed by the law of the State of Washington

**17. NEUTRAL AUTHORSHIP:** Each of the terms of and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of the Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

**18. Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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Peter Browning, Chair

---

Lisa Janicki, Commissioner

Attest:

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Ron Wesen, Commissioner

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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

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

**TOWN OF LA CONNER**

**CONTRACTOR**

By: \_\_\_\_\_  
**Mayor**

By: \_\_\_\_\_  
**(SEE ATTACHED SIGNATURE PAGE)**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Town Attorney**

**Mailing Address:**

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

**EXHIBIT A**  
**FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY**

**FORMULA FOR ALLOCATION OF SKAGIT 911 FINANCIAL RESPONSIBILITY**

Financial allocation of the SKAGIT 911 Annual Operating Budget shall be determined as set forth below:

1. A draft/preliminary Annual Operating Budget shall be calculated no later than August each year for presentation and recommendation in September to the SKAGIT 911 Board.
2. External revenues will be estimated and will include sales tax, phone tax and State E911 funding.
3. The SKAGIT 911 Board will approve a pre-determined percentage of the External revenues to be set aside and reserved for investment in the Operational Reserve, Equipment Reserve & Replacement and Capital Outlay funds.
4. All costs will be allocated via costing modules for Administrative, Law and Fire/EMS costs.
  - a. The administrative costing module will consist of all overhead, facility maintenance costs, administrative and supervisory staff, technological needs and maintenance.
  - b. The Law costing module will consist of the wages and salaries of all Law Dispatchers and support services.
  - c. The Fire/EMS costing module will consist of the wages and salaries of all Fire Dispatchers and support services.
5. Once all costs have been allocated to the cost centers, the remaining External revenues will be applied to the budget. The remaining costs will be allocated to the Law and Fire/EMS Agencies using the below allocations:
  - a. Law Agency costs will be prorated at 50% previous full year call volume and 50% previous year commissioned officers, with each agency prorated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used
  - b. Fire/EMS Agency costs will be prorated at 50% previous full year call volume and 50% previous year assessed value, with each agency allocated the appropriate percentage of the costing module and the Administrative costs, based on a percentage of resources used.
  - c. A pre-determined percentage of the Fire Agency calls will be paid directly to Skagit 911 by the EMS office, with the balance being billed to each Fire agency.

## EXHIBIT "B"

### INSURANCE

#### 1. Agreement to provide coverage per specifications:

Prior to the beginning of and throughout the duration of the Work, Contractor agrees to provide and maintain insurance in accordance with requirements set forth here. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the County.

#### 2. Additional insured requirements:

Contractor agrees to obtain endorsements for third party general liability coverage required here to include as Certificate Holder and additional insureds "Skagit County, its officials, employees and agents." Contractor also agrees to require this same provision of all contractors, subcontractors, agents or other parties engaged by or on behalf of Contractor in relation to this agreement. This provision shall also apply to any excess liability policies. Public Agencies are not required to name the County as an additional insured on required policies. All non-public agency subcontractors must comply with the additional insured requirements.

#### 3. Evidence of insurance:

Contractor agrees to provide evidence of the insurance required herein, satisfactory to County, consisting of:

- a) certificate(s) of insurance evidencing all of the coverages required **and**,
- b) an additional insured endorsement to Contractor's generally liability policy using Insurance Services Office (ISO) form CG 20 10 with an edition date prior to 2004.

If the Contractor's insurer provides additional insured coverage through either the ISO "Automatic Additional Insured" endorsement or through direct incorporation in policy language, Contractor must provide a copy of the automatic endorsement or a copy of the section of the policy granting such status.

Contractor agrees, upon request by County, to provide complete, certified copies of any policies and/or endorsements required within 10 days of such request. Any actual or alleged failure on the part of County or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of County or any additional insured, in this or in any other regard.

#### 4. Prohibition of undisclosed coverage limitations:

None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to County and approved of in writing.

#### 5. Priority of interpretation:

The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

#### 6. Acceptable insurers.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's Risk Manager.

**7. Notice of cancellation/change:**

To the fullest extent permitted by law Contractor agrees to require insurers to provide notice to County 30 days prior to cancellation of any coverage required herein or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide 30 days' notice to County of any cancellation of coverage.

**8. Primary and non-contributing:**

Contractor's insurance coverage shall be primary. Any insurance or coverage available to the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

**9. Prohibition against self-insurance:**

Self-insurance will not be considered to comply with these insurance specifications, unless otherwise agreed to in writing by the County. Any "self-insured retention" must also be declared and approved by the County. County reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If contractor has such a program, Contractor must fully disclose such program to the County.

**10. No change in scope or limits:**

All coverage types and limits required are subject to approval, modification and additional requirements by the County, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect County's protection without County's prior written consent.

**11. Contractor's waiver of subrogation:**

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the County and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**12. Insurance "flowdown":**

Contractor agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of Contractor unless otherwise agreed to in writing by the County. The subcontractor's general liability insurance shall add as additional insureds all parties to this Agreement using Insurance Services Office form CG 20 10 with an edition date prior to 2004. Contractor agrees to obtain certificates evidencing such coverage as required here.

**13. Industrial Insurance Waiver:**

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

**14. County's right to revise requirements:**

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial financial impact to Provider, the Parties agree to meet and discuss appropriate increased compensation to offset increased Provider cost.

**15. County's rights of enforcement:**

In the event any policy of insurance required under this Agreement does not comply with the specifications in this Exhibit or is canceled and not replaced, the County has the right but not the duty to exercise one of the following options: 1) obtain the insurance it deems necessary on behalf of District and any premium paid by the County will be promptly reimbursed by Contractor or the County will withhold amounts sufficient to pay premium from Contractor payments, 2) the County may cancel this Agreement. If the County exercises option 1 above, upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

**16. Enforcement of contract provisions (non-estoppel):** Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

**17. Insurance is a Condition of Payment:**

Payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements under this Agreement. Payment to the Contractor shall be suspended in the event of non-compliance, unless other resolution is agreed to by the County. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

**18. Non-limitation of contract language:**

Requirements of specific coverage features are not intended as limitation on other requirements or as waiver of any coverage normally provided by any given policy. Specific reference to a coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

**19. Annual renewal requirement:**

Contractor will renew the coverage required here annually as long as Contractor continues to provide any services under this or any other contract or agreement with the County. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to County no less than five days prior to the expiration of the coverages. Failure to provide such evidence may result in a stop of payment to Contractor, or other resolution agreed to by the County.

**20. Claim notice requirement:**

Contractor agrees to provide immediate notice to County of any claim or loss against Contractor in excess of \$5,000 arising out of the work performed under this agreement. County assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

**21. Additional insurance:**

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**22. Membership in a governmental risk pool**

Full membership in a governmental Risk Pool in Washington State is sufficient coverage to meet the insurance requirements of this agreement. Provided that the insurance coverage of the Pool does not exclude the providing of medical services unless such exclusion provides an exemption for emergency medical services.

**Contractor shall provide the following types and amounts of insurance:**

- Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for additional insured may not be limited to is vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate for all covered losses.
- Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. *Enrollment in the state worker's comp program provides this coverage. Coverage by BVFF (Board for Volunteer Fire Fighters and Reserve Officers) would qualify as a state worker's comp program.*
- Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned, and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident and combined single limit. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance as per this contract, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such

policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

**PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:**

In addition to the insurance requirements outlined in EXHIBIT B, Contractor shall maintain professional liability insurance that covers the Emergency Medical Services performed in connection with this agreement, in the minimum amount of \$5,000,000 per claim and \$10,000,000 in the aggregate.

Any policy inception date, continuity date, or retroactive date for professional liability coverage must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

If Excess or Umbrella Liability Insurance is used to meet limit requirements over the primary insurance, such insurance shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insured those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

If the Contractor's General Liability policy includes coverage for professional liability, then the General Liability policy shall meet the above professional liability requirements. In such a case, the per occurrence and per claims limits must meet the minimum set forth above for each coverage type and the annual program aggregate limit must be at a minimum of \$20,000,000. The County's Risk Management department will need to review the full policy document prior to final approval.

**EXHIBIT C**  
**Automated External Defibrillator Replacement Allowance**

County will reimburse upon receipt of invoice and supporting documentation of actual expenses paid by AGENCY the replacement of the aging ZOLL AED Pro Automated External Defibrillators purchased by County in 2013 with MPD-approved alternative devices not to exceed the allowances listed below:

**A. Skagit County Fire District #2**

Number of Devices: 3

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028927	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028967	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028735	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$11,100.00</b>

**B. Skagit County Fire District #3**

Number of Devices: 5

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028917	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028960	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028964	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028928	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029089	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$18,500.00</b>

**C. Skagit County Fire District #4**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028941	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028932	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**D. Skagit County Fire District #5**

Number of Devices: 6

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028759	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028933	9/30/2013	\$3,700.00

ZOLL AED Pro	AA13H028945	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028963	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029075	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028742	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$22,200.00</b>

#### **E. Skagit County Fire District #6**

Number of Devices: 4

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13H028936	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028946	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027606	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028940	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$14,800.00</b>

#### **F. Skagit County Fire District #7**

Number of Devices: 3

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13G028756	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028943	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028922	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$11,100.00</b>

#### **G. Skagit County Fire District #8**

Number of Devices: 7

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13H028938	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028924	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028919	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028763	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028085	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028921	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H027607	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$25,900.00</b>

#### **H. Skagit County Fire District #9**

Number of Devices: 4

<b>Description</b>	<b>Serial Number</b>	<b>Acquisition Date</b>	<b>Replacement Allowance</b>
ZOLL AED Pro	AA13G028772	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028775	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027609	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028934	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$14,800.00</b>

**I. Skagit County Fire District #10**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028751	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028746	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**J. Skagit County Fire District #11**

Number of Devices: 4

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H029078	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029076	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029090	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028918	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$14,800.00</b>

**K. Skagit County Fire District #12**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028726	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13B027605	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

**L. Skagit County Fire District #14**

Number of Devices: 5

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028930	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029086	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H029078	9/30/2013	\$3,700.00
ZOLL AED Pro	AA12H029091	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028738	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$18,500.00</b>

**M. Skagit County Fire District #15**

Number of Devices: 3

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028926	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028961	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028966	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$11,100.00</b>

#### **N. Skagit County Fire District #16**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H029074	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028920	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **O. Skagit County Fire District #17**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028760	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028931	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **P. Skagit County Fire District #19**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028947	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13H028935	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **Q. Concrete Fire Department**

Number of Devices: 1

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028923	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$3,700.00</b>

#### **R. Hamilton Fire Department**

Number of Devices: 2

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13G028737	9/30/2013	\$3,700.00
ZOLL AED Pro	AA13G028739	9/30/2013	\$3,700.00
<b>TOTAL</b>			<b>\$7,400.00</b>

#### **S. La Conner Fire Department**

Number of Devices: 1

Description	Serial Number	Acquisition Date	Replacement Allowance
ZOLL AED Pro	AA13H028968	9/30/2013	\$3,700.00
<b>TOTAL</b>			\$3,700.00

#### **EXHIBIT D \_ Business Associate/Data Sharing Agreement**

#### **RECITALS**

1. AGENCY is a provider of emergency medical services and maintains certain confidential protected Health Information and records concerning its patients; and
2. COUNTY Business Associate" may require access to AGENCY patient care records under the INTERLOCAL COOPERATIVE AGREEMENT FOR FIRST RESPONSE EMERGENCY MEDICAL SERVICES "Services."
3. AGENCY and Business Associate have agreed to conduct all of their business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to, chapter 70.02 RCW and further, in the event Agency provides County with acceptable documentation that Agency is conducting itself as a covered entity, then upon written amendment to this Agreement, County shall comply with the Health Insurance Portability and Accountability Act of 1996 and associated rules as set forth in 45 CFR parts 160 and 164 ("HIPAA"); and
4. For purposes of this Agreement, Health Information includes information created or received by the AGENCY that relates to health care services provided to a AGENCY patient, including demographic information collected from patients and other individuals, that identifies the individual patient or with respect to which there is a reasonable basis upon which to believe that the information can be used to identify an individual patient; and
5. AGENCY is willing to provide Business Associate with access to the Health Information to enable Business Associate to perform its obligations consistent with chapter 70.02 RCW and, if applicable pursuant to the terms of this Agreement, HIPAA.

#### **AGREEMENT**

In consideration for granting Business Associate access to the Health Information and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate agrees as follows:

1. **Confidentiality.** Business Associate and its Agents agree to keep the Health Information strictly confidential and will use and/or disclose the Health Information solely for the purpose of satisfying their obligations overseeing EMS services pursuant to WAC 246-976-920. Business Associate will disclose the contents of the Health Information to its Agents only as minimally necessary and only to the extent required for the Business Associate to provide the Services.
2. **Confidentiality and Subcontractors.** Contractor agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
3. **General Privacy Compliance.** Business Associate shall maintain and safeguard the privacy, security, and confidentiality of all Health Information transmitted or received from the AGENCY in accordance with the provisions of chapter 70.02 RCW and, if applicable pursuant to the terms of this Agreement, HIPAA, as amended, and in accordance with all other applicable federal, state and local statutes, regulations and AGENCY policies regarding the confidentiality of patient Health Information.

**4. Minimum Necessary.** Business Associate agrees to limit all uses and disclosures of Health Information to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate agrees that in all uses and disclosures that it will include only the minimum amount of Health Information necessary to accomplish the purpose of the use or disclosure as necessary for Business Associate to perform the Services.

**5. Privacy and Security Obligations.** On receipt of Health Information, Business Associate will:

**5.1.** Not use or further disclose the Health Information other than as permitted or required by this Agreement, or as required by law;

**5.2.** Use appropriate safeguards to prevent the use or disclosure of such Health Information other than as provided for by this Agreement;

**5.3.** Report to AGENCY any use or disclosure of such Health Information not provided for by this Agreement of which Business Associate becomes aware; whether such use, disclosure, breach or security incident is caused by Business Associate or Business Associate's subcontractors;

**5.4.** Ensure that any agents, including subcontractors, to whom Business Associate provides Health Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such Health Information;

**5.5.** Make Health Information available for inspection and copying in a manner consistent with AGENCY Policy and all applicable laws;

**5.6.** Make Health Information available for amendment and incorporate any amendments to Health Information in a manner consistent with AGENCY Policy and all applicable laws;

**5.7.** Make Health Information available as required to provide an accounting of disclosures in a manner consistent with AGENCY Policy and all applicable laws;

**5.8.** Incorporate any amendments or corrections to the Health Information when notified in a manner consistent with AGENCY Policy and all applicable laws;

**5.9.** Maintain all records of Health Information received from, or created or received on behalf of, the AGENCY and document subsequent uses and disclosures in a manner consistent with AGENCY Policy and all applicable laws. Business Associate shall maintain such records and accountings for a minimum of six years;

**5.10.** If applicable pursuant to the terms of this Agreement, make Business Associate's internal practices, books and records relating to the use and disclosure of Health Information received from, or created or received by the Business Associate on behalf of, the AGENCY available to the Secretary of Health and Human Services ("HHS") for purposes of determining the AGENCY's compliance with HIPAA;

**5.11.** Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will notify the Agency.

**5.12.** At termination of the Agreement, if feasible, and to the extent permissible under state retention requirements and other laws, return or destroy all Health Information that the Business Associate still maintains in any form and retain no copies of such Health Information or, if such return or destruction is not feasible, extend the protection of this Agreement to the Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Health Information not feasible.

**6. De-Identification.** Business Associate may store, analyze, access and use components of Health Information that have been “de-identified” and that do not contain individually identifiable Health Information, provided that any such use is then consistent with applicable law.

**7. Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless AGENCY and its commissioners, employees, officers and agents against any and all claims, demands, causes of action, losses, damages, liabilities, judgment, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by the AGENCY or its commissioners, employees, officers and agents as a result of any violation of, or failure to comply with, the provisions of this Agreement by Business Associate and/or its Agents.

**8. Limitation of Liability.** Business Associate acknowledges and understands that AGENCY makes no representations or warranties, express or implied, regarding the content or completeness of the Health Information provided to Business Associate. Business Associate agrees to release AGENCY and its commissioners, employees, officers and agents, from all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Business Associate or its Agents by reason of the use or disclosure of the Health Information.

#### **9. Breach of Agreement - Termination.**

**9.1.** In the event that the AGENCY becomes aware of a pattern or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, which breach is not cured within five business (5) days after notice is provided to the Business Associate, this Agreement shall terminate.

**9.2.** In the event of a default or breach by the Business Associate as set forth in Section 9.1 of this Agreement, the AGENCY shall have available to it any legal or equitable right or remedy to which AGENCY is entitled, including but not limited to, injunctive relief. AGENCY shall not be deemed to have waived any of its rights or remedies because of its failure or delay in exercising any such right or remedy in a particular instance.

**10. Re-Negotiation.** The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including but not limited to, regulations promulgated pursuant to HIPAA if applicable pursuant to the terms of this Agreement.

#### **11. Miscellaneous Provisions.**

**11.1.** This Agreement shall not be assignable by either party without the other's prior written consent. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and any successor to the parties whether by operation of law or otherwise.

**11.2.** All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage pre-paid, addressed to the party for whom it is intended at its address as set forth below. Any address for the giving of notice may be changed by giving notice to that effect to the other party. Each such notice shall be deemed to have been given on the date of its receipt by the party for whom it was intended.

**11.3.** If any provision of this Agreement is or becomes unenforceable, the remainder of this Agreement shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Agreement.

**11.4.** This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and supersedes all other agreements and understandings, written and oral, relating to the subject matter hereof. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties or, in the case of a waiver, by the party waiving compliance. The

waiver of any one breach shall not be construed as a waiver of any rights or remedies with respect to any other breach or subsequent breach.

**11.5.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be performed entirely within such State, with regard to principles of conflicts of law. The venue of any action arising under this Agreement shall in the county of the AGENCY's location.

**11.6.** This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and together shall constitute one and the same Agreement.

**12. Term.** The term of this Agreement shall be identical to the term specified in the Professional Services Agreement, the terms of which are incorporated herein by this reference. Any provision of this Agreement which by its terms is intended to survive the termination or expiration of this Agreement shall so survive.

**Fee Waiver Request for 128 S. First St.  
Historical Design & Demolition Class II**

## MEMORANDUM

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TO: Town Council  
FROM: Planning Staff  
SUBJECT: Fee Wavier  
DATE: March 25, 2025

Nikki Fallis and Laura Palmer are the co-owner representatives for the Pier 7 building and associated property, located at 128 S. 1<sup>st</sup> Street. Some decking and beams are rotted and failing on their property, posing a health and safety risk. In order to restore the beams and decking, the structure known as the "Brig" must be at a minimum temporarily removed. Ms. Fallis and Ms. Palmer are proposing removing it permanently and replacing it with a fence and decking that would match the rest of the boardwalk.

128 S. 1<sup>st</sup> Street is located within the Historic Preservation District (HPD). Under La Conner Municipal Code (LCMC) 15.50, the provisions of the HPD apply to all structures located within the HPD, regardless of when they were built. This means that any material change to any structure located within the HPD requires historic design review. There are two different review classifications: Type II historic review, and Type III historic review.

"Type II historic review" means planning director review of any proposed restoration, remodel, or sign permit. This review type requires an Administrative HPD permit, which has a permit fee of \$0.00.

"Type III historic review" means planning commission review of any alteration, demolition, reconstruction, relocation, or other material change. This review type requires a non-administrative HPD permit, which has a permit cost of \$875.00. Type III historic review also requires public notice, which must be published in a newspaper of record and sent to property owners within 300 ft. This adds a cost of roughly between \$150.00 and \$215.00 to the permit fees, depending on how many property owners there are within 300 ft.

The project proposed at Pier 7 would require a Type III historic review because of the removal of the brig – under our HPD code, it does not matter that the removal is required to fix safety concerns. In addition, because it is a removal of a structure within the HPD, a class II demolition permit is also required. The permit fee for that is \$430.00. This would not change if Ms. Fallis and Ms. Palmer chose to replace the brig with a like-for-like replacement, as that would be considered a demolition and rebuild, aka reconstruction, and would require a Type III HPD permit and a class II demolition permit. If a building permit is required, Skagit County will impose additional permit fees.

In total, Ms. Fallis and Ms. Palmer have to pay at least \$1,455.00 in permit fees in order to remove the brig to replace rotten decking and beams on their property. They are requesting a fee waiver.

Please note that granting a fee waiver does not waive any of the historic review standards, only the fees. If a fee waiver was granted, they would still be expected to comply with the standards of the HPD and the provisions of LCMC 15.50.