



TOWN COUNCIL AGENDA

April 8, 2025, 6PM

Maple Hall.

204 Commercial Street

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: Council Meeting of March 25, 2025
2. Finance:
Approval of Accounts Payable
Approval Payroll

B. Items Removed from the Consent Agenda

VI. REPORTS

1. Chamber Report
2. Revenue /Expenditure Report
3. Department Head Reports
4. Mayor's Report
5. Council Committee Reports

VII. UNFINISHED BUSINESS:

1. Agreement – Fire Boat Change Order Addendum
2. Agreement – Property Donation
3. Comprehensive Plan – Preliminary Review

VIII. NEW BUSINESS

1. Resolution – Town Policy for Utility Billing Inserts
2. Banner Approval – Big Foot Fun Fest
3. Agreement - Eager Beaver Tree Removal

IX. MAYOR ROUNDTABLE:

X. EXECUTIVE SESSION:

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

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

Consent Agenda

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

Town of La Conner
Town Council Meeting
March 25, 2025 – 6:00 p.m.

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

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

Also present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease and Planner Davolio.

Public Comments:

Resident Linda Talman discussed the safety issue on how difficult it is to navigate Maple Avenue with the lack of sidewalks. She suggested watching for grant opportunities.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the March 11, 2025 Council Meeting.

Accounts Payable:	Checks	27970 - 28003	\$160,024.17
	Electronic Pmts.	2018321 – Excise Tax	\$6,491.53
		2018322 – WA Fed Bank	\$117.41
		Total Accounts Payable	\$166,633.11

Payroll of February 20, 2025:	Checks 6064 - 6070	\$1,988.21
	Payroll Auto Tax Payment #2018320	\$9,409.65
	<u>Payroll Auto Deposit</u>	<u>\$27,499.74</u>
	Total Payroll	\$38,897.60

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

Administrator's Report:

Administrator Thomas discussed the Public Works Trust Fund. Both the Senate and the House issued their effective budgets that reflect sweeping the account significantly leaving very little left. This impacts the Town in funding large capital projects such as water lines and the sewer treatment plant. Mayor Hanneman shared they are looking at increasing the sales tax on gasoline.

Mayor's Report:

Mayor Hanneman discussed the following:

- The Arts Commission is looking at forming a Creative Arts District.
- The Mayor spoke at the Tribal Senate meeting. Discussions included the renovations of the property in Town with plans to maintain an open market to sell shell fish, and working on a land acknowledgement. Also, there are outrigger clubs on both sides of the Channel. They would like to launch their canoes from the Waterfront Park and store the canoes in the shed.
- On June 7th, the La Conner Alumni Association will be honoring Jamie Beasley as the Alumni of the Year.
- There was a meeting with the Channel Drive representatives to discuss the cost and funding for the water line upgrade. The estimated cost of the project is nearly \$4 Million dollars.
- Met with the Port Harbor Master to plan for the Tulip Parade. He is going to have two golf carts, one at the North Port parking lot and the second at the South Town parking lot to assist people with mobility difficulties in getting into Town.
- We have a Public Works fulltime job opening that is advertised on the Town website, the La Conner Community News, Skagit Valley Herald and the AWC Job Roster.

Agreement – Washington & Road Streets Pedestrian Improvements Amendment 1 (David Evans & Assoc.):

Public Works Director Lease explained this is the surveying portion of the project that has been budgeted for.

Councilmember Chamberlain moved to approve the Mayor to sign the Amendment to the Agreement for the Washington and Road Streets Pedestrian Improvements with David Evans & Associates. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Agreement – Washinton & Road Streets Pedestrian Improvements (E&E Contracting):

Public Works Director Lease shared the full project information will be available at Town Hall.

Councilmember Chamberlain moved to approve the Mayor to sign the Washington and Road Streets Pedestrian Improvements Agreement with E&E Contracting. Motion seconded by Councilmember Dole. Motion carried 5/0.

PUBLIC HEARING – Moore Clark Subarea Plan Closeout:

6:15 the Mayor opened the hearing.

Planner Davolio acknowledged the work Beckwith Consulting put into the plan involving an extensive public process. There will be a few changes to it, that involve areas outside the geographical area of the study. Assistant Planner Eills shared the information that has been stricken out in the document is what will be removed for the final if Council approves it. The extra information Beckwith Consulting will be useful for future plans for the Town.

Public Comments:

Resident Debbie Aldrich complemented the Planning Commission for listening to what people had to say during this process. She also hopes the ideas and comments from the workshops are included.

Marylee Killinger of Shelter Bay shared information from MRSC on options for handling nuisances involving vacant dilapidated buildings. She also shared an article from the Seattle Times on the Cities expedited elimination of such buildings. In most situations, the owners of the buildings did resolve the issues. She would like the Town to move forward in some kind of action towards the owners of the Moore Clark building. It needs to be taken down.

Lori Wise of Shelter Bay spoke on safety concerns the Moore Clark building imposes. Also, the report indicates there is contaminated soil in the building. There should be a soil test done. The flooding does involve the building and we are pumping the water back into the Channel.

Resident Linda Talman stated we need to look at the big picture on how this plan and vision fit in with the Town. How is it impacts climate control by integrated walking and biking paths through Town.

Planning Assistant Eills stated there are slides in the plan that specifically address shared use pathways as well as pedestrian transportation and parking. According to the survey, one of the highest desires from local citizens was to extend the water pathway, so she considers that to be one of Plannings top priorities.

Planner Davolio stated based on the information in the plan, the staff has begun the task of rezoning the area for consistency. The Town does not own the property, and has no direct control over the owner of the property for redevelopment.

Administrator Thomas explained he started working the grant several years ago, with the intent to compile public input and ideas on what would work on the property. There were a number of public meetings, hearings before Council and the Planning Commission, mingles and other presentations. In the end there was a lot of public input and we have a plan moving forward. He acknowledged Beckwith Consulting and the Planning Department for all their work.

6:30 the Mayor closed the hearing

Councilmember Dole moved to approve the closeout of the Moore Clark Subarea Plan. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Interlocal Agreement – Skagit County First Response Emergency Medical Services:

Administrator Thomas explained this is for Emergency Medical Services between Skagit County and the local fire districts. This Agreement is through 2030.

Councilmember Wohleb moved to approve the Mayor to sign the EMS Interlocal Agreement with Skagit County. Motion seconded by Councilmember Taylor. Motion carried 5/0.

Fee Waiver – Historical Design Review & Demolition Fees:

Laura Palmer and Nickie Fallis, owners of the Pier 7 building located at 128 S, First Street, requested fee waivers for the replacement of the rotting deck and beams. To do this, they have to remove the structure known as the “Brig”. The intent is to permanently remove the structure and install a fence and decking with material that would match with the existing boardwalk.

Council discussions included the following:

- Concern of setting a precedence for future fee waiver requests.
- The project would still have to go through a Historic Design Review and the required Shoreline Exemption Permit.
- Discussions of a full waiver of fees was not an option.

It was the consensus of the Council to reduce the Pier 7 Project fees for the Historical Design Review and Demolition Permit by half for a total cost of \$655.00, The decision was based on the need to address a safety hazard of the rotting beams and decking, with the goal of blending in with the existing boardwalk using the same materials.

Councilmember Dole moved to approve reducing the Historical Design Review and the Demolition Permit fees to \$655.00 for the Pier 7 project located at 128 S. First Street. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Resolution 660 – Parking Lot Fees:

Administrator Thomas explained every business is given two free parking passes for the South end parking lot. There is an annual fee for additional passes requested. The fee is currently set for \$100. This resolution will reduce it to \$30 per annual pass for businesses requesting over the two free passes.

Councilmember Wohleb moved to approve Resolution 660, setting the annual parking lot pass fee to \$30.00. Motion seconded by Councilmember Chamberlain. Motion carried 5/0.

Mayor Roundtable:

Councilmember Chamberlain requested a presentation from a group advocating nuclear disarmament. Other counties and cities have adopted resolutions establishing no nuclear zones, such as Skagit County. It was the consensus of the Council to schedule the presentation for the April 22nd Council Meeting.

Executive Session:

Mayor Hanneman stated there will be an Executive Session regarding real estate. It is estimated to be about 15 minutes and there will be no decisions made.

7:03 Mayor Hanneman opened the Executive Session

7:14 Mayor Hanneman closed the Executive Session

There being no further business the meeting ended at 7:15 p.m.



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for the **April 8, 2025 Claims** have been received and that;

Checks Numbered:	28004 - 28035	\$146,535.22
Auto Payments:		
Invoice Cloud	#2018328	\$171.80
US Bank	#2018329	\$161.40
Leasehold Taxes	#2018330	\$1,831.41

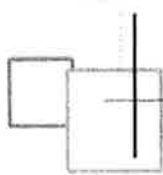
Are approved for a total payment of \$148,699.83 this 8th day of April 2025.


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

Fiscal: : 2025 - April
Council Date: : 2025 - April - First Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Andrea's House Cleaning Services	28004			2025 - April - First Council Meeting	
		Invoice - 083			
			Town Hall & Sheriff Cleaning		
			001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
		Total Invoice - 083			\$350.00
	Total 28004				\$350.00
Total Andrea's House Cleaning Services					\$350.00
Anji Viola	28005			2025 - April - First Council Meeting	
		Invoice - ViolaReimb3/21/25			
			Viola - Reimb WMCA Conference Travel		
			001-000-514-23-43-00	Travel	\$77.00
		Total Invoice - ViolaReimb3/21/25			\$77.00
	Total 28005				\$77.00
Total Anji Viola					\$77.00
Badger Meter, Inc.	28006			2025 - April - First Council Meeting	
		Invoice - 80189017			
			Water Meter Unit Hosting		
			401-000-534-80-41-00	Professional Services	\$57.09
				Hosting Serv Unit	
		Total Invoice - 80189017			\$57.09
	Total 28006				\$57.09
Total Badger Meter, Inc.					\$57.09
Bowman Consulting Group Ltd.	28007			2025 - April - First Council Meeting	
		Invoice - 4067-22503014			
			Tribal Sewer Reconciliation for 2024		
			409-000-535-80-41-00	Professional Services	\$4,722.50
		Total Invoice - 4067-22503014			\$4,722.50
	Total 28007				\$4,722.50
Total Bowman Consulting Group Ltd.					\$4,722.50

Vendor	Number	Reference	Account Number	Description	Amount
Brittany Johnson					
	28008			2025 - April - First Council Meeting	
		Invoice - JohnsonSenCntReimb3/2025			
		Reimbursement for Senior Center Supplies			
		001-000-575-50-30-00		Senior Center Supplies	\$174.86
		Total Invoice - JohnsonSenCntReimb3/2025			
					\$174.86
	Total 28008				\$174.86
Total Brittany Johnson					\$174.86
Cascade Natural Gas Corp					
	28009			2025 - April - First Council Meeting	
		Invoice - CascadeNatGas3/13/25			
		Utility - Gas			
		001-000-518-30-47-00		Public Utility Services	\$383.85
			204 Douglas-Town Hall		
		001-000-522-20-47-00		Public Utility Services	\$410.64
			12142 Chilberg-Fire Hall		
		003-000-575-50-47-01		Public Utility Services-MH/MC	\$258.58
			108 Commercial-MH/MC		
		003-000-575-50-47-02		Public Utility Services-GC	\$404.76
			622 S 2nd Street-GC		
		401-000-534-80-47-00		Public Utility Services	\$393.49
			604 N 3rd Street - PW		
		409-000-535-80-47-00		Public Utility Services	\$1,373.12
			12154 B Chilberg - Sewer		
		409-000-535-80-47-00		Public Utility Services	\$619.70
			12154 Chilberg - WWTP		
		Total Invoice - CascadeNatGas3/13/25			
					\$3,844.14
	Total 28009				\$3,844.14
Total Cascade Natural Gas Corp					\$3,844.14
Cattron North America					
	28010			2025 - April - First Council Meeting	
		Invoice - 501V25005942			
		Remote Annual Subscription - Reservoir1			
		401-000-534-80-41-00		Professional Services	\$499.10
		Total Invoice - 501V25005942			
					\$499.10
		Invoice - 501V25005943			
		Remote Annual Subscription - Caledonia Pump			
		403-000-531-38-41-00		Professional Services	\$499.10
		Total Invoice - 501V25005943			
					\$499.10
	Total 28010				\$998.20
Total Cattron North America					\$998.20

Vendor	Number	Reference	Account Number	Description	Amount
Copiers Northwest	28011			2025 - April - First Council Meeting	
		Invoice - INV2978065			
		Copies			
		001-000-518-30-31-00		Office & Operating Supplies	\$51.69
		70			
		401-000-534-80-31-00		Office & Operating Supplies	\$11.07
		15			
		409-000-535-80-31-00		Office & Operating Supplies	\$11.07
		15			
		Total Invoice - INV2978065			\$73.83
	Total 28011				\$73.83
Total Copiers Northwest					\$73.83
Dept. of Retirement System	28012			2025 - April - First Council Meeting	
		Invoice - 1665573			
		Annual OASI Insurance			
		001-000-518-30-41-00		Professional Services	\$25.00
		Total Invoice - 1665573			\$25.00
	Total 28012				\$25.00
Total Dept. of Retirement System					\$25.00
Ennis-Flint	28013			2025 - April - First Council Meeting	
		Invoice - 289321			
		Street Paint & Dispensing Gun			
		005-000-542-64-48-03		System Repair & Maintenance	\$2,355.71
		Total Invoice - 289321			\$2,355.71
		Invoice - 473472			
		Street Paint			
		005-000-542-64-48-03		System Repair & Maintenance	\$6,236.46
		Total Invoice - 473472			\$6,236.46
	Total 28013				\$8,592.17
Total Ennis-Flint					\$8,592.17
Eurofins Environment Testing NW	28014			2025 - April - First Council Meeting	
		Invoice - 25-07232			
		Effluent & Influent Testing			
		409-000-535-80-48-05		Materials/Testing	\$409.50
				Sewer Testing	
		Total Invoice - 25-07232			\$409.50

Number	Reference	Account Number	Description	Amount
Invoice - 25-07931				
	Effluent Testing			
	409-000-535-80-48-05		Materials/Testing	\$52.50
			Sewer Testing	
	Total Invoice - 25-07931			\$52.50
Invoice - 25-08602				
	Effluent Testing			
	409-000-535-80-48-05		Materials/Testing	\$52.50
			Sewer Testing	
	Total Invoice - 25-08602			\$52.50
Total 28014				\$514.50
Total Eurofins Environment Testing NW				\$514.50
Fastenal Company				
28015			2025 - April - First Council Meeting	
	Invoice - WAANA161041			
	TP & Paper Towels			
	003-000-575-50-31-05		Public Restroom Supplies	\$884.47
	Total Invoice - WAANA161041			\$884.47
	Invoice - WAANA161307			
	Nitrate Gloves			
	401-000-534-80-48-03		System Repair & Maintenance	\$173.29
	Total Invoice - WAANA161307			\$173.29
	Invoice - WAANA161362			
	Garbage Bags			
	003-000-575-50-31-05		Public Restroom Supplies	\$171.96
	Total Invoice - WAANA161362			\$171.96
Total 28015				\$1,229.72
Total Fastenal Company				\$1,229.72
Great Floors				
28016			2025 - April - First Council Meeting	
	Invoice - 280773-2025			
	Maple Hall Floor Repair			
	003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$81,307.60
	Total Invoice - 280773-2025			\$81,307.60
Total 28016				\$81,307.60
Total Great Floors				\$81,307.60

Vendor	Number	Reference	Account Number	Description	Amount
Invoice Cloud					
	2018328			2025 - April - First Council Meeting	
		Invoice - 1022-2025-3			
		Utility CC Fees			
		001-000-514-23-41-03		Bank Service Charges	\$171.80
		Total Invoice - 1022-2025-3			\$171.80
	Total 2018328				\$171.80
Total Invoice Cloud					\$171.80
Natalie Baker					
	28017			2025 - April - First Council Meeting	
		Invoice - BakerReimb3/21/25			
		Firefighter Training/Travel Reimb.			
		001-000-522-20-43-00		Fire Travel	\$207.57
		Total Invoice - BakerReimb3/21/25			\$207.57
	Total 28017				\$207.57
Total Natalie Baker					\$207.57
Nelson-Reisner					
	28018			2025 - April - First Council Meeting	
		Invoice - CL89330			
		Fire/Code Enf. Fuel			
		001-000-521-70-32-00		Fuel	\$81.77
				Code Enf. 1/2 Maverick Truck	
		001-000-522-20-32-00		Fuel	\$175.64
				Fire Dept.	
		Total Invoice - CL89330			\$257.41
		Invoice - CL89331			
		Public Works Fuel			
		401-000-534-80-32-00		Fuel	\$778.06
				Public Works	
		Total Invoice - CL89331			\$778.06
	Total 28018				\$1,035.47
Total Nelson-Reisner					\$1,035.47
North Central Laboratory					
	28019			2025 - April - First Council Meeting	
		Invoice - 517313			
		YSI Replacement Cap			
		409-000-535-80-31-02		Lab Supplies	\$139.95
		Total Invoice - 517313			\$139.95
	Total 28019				\$139.95
Total North Central Laboratory					\$139.95

Vendor	Number	Reference	Account Number	Description	Amount
ORCA Communication Systems					
	28020			2025 - April - First Council Meeting	
		Invoice - 43222			
			Firefighter Background Check - McGaughey		
			001-000-522-20-41-00	Professional Services	\$50.00
		Total Invoice - 43222			\$50.00
	Total 28020				\$50.00
Total ORCA Communication Systems					\$50.00
Pape' Machinery Exchange					
	28021			2025 - April - First Council Meeting	
		Invoice - 2432030			
			Repair to the Frontloader 244L		
			412-000-554-90-48-06	Compost Machinery/Equip	\$719.03
		Total Invoice - 2432030			\$719.03
	Total 28021				\$719.03
Total Pape' Machinery Exchange					\$719.03
Port of Skagit Co.					
	28022			2025 - April - First Council Meeting	
		Invoice - 73172A			
			Propane		
			005-000-543-10-48-00	Repair & Maintenance	\$73.90
		Total Invoice - 73172A			\$73.90
	Total 28022				\$73.90
Total Port of Skagit Co.					\$73.90
Powerscreen of Washington					
	28023			2025 - April - First Council Meeting	
		Invoice - PWO001209-1			
			Hydraulic Service Repairs		
			412-000-554-90-48-06	Compost Machinery/Equip	\$5,466.08
		Total Invoice - PWO001209-1			\$5,466.08
	Total 28023				\$5,466.08
Total Powerscreen of Washington					\$5,466.08
Representative Clyde Shavers					
	28024			2025 - April - First Council Meeting	
		Invoice - ShaversGCDepRef3/22/25			
			Shavers Garden Club Dep Ref 3/22/25		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - ShaversGCDepRef3/22/25			\$215.00
	Total 28024				\$215.00
Total Representative Clyde Shavers					\$215.00

Voucher	Number	Reference	Account Number	Description	Amount
Simply Yards					
	28025		2025 - April - First Council Meeting		
		Invoice - 61871			
			Landscape Maint.		
			002-000-576-80-48-03	System Repair & Maintenance	\$4,353.77
		Total Invoice - 61871			\$4,353.77
	Total 28025				\$4,353.77
Total Simply Yards					\$4,353.77
Skagit - 911					
	28026		2025 - April - First Council Meeting		
		Invoice - 4669			
			2025 2nd Qtr Fees		
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$418.00
				Qtrly Agency fee	
			001-000-522-20-49-04	Skagit 911-Fire dispatch	\$207.95
				Radio Maint Fees	
		Total Invoice - 4669			\$625.95
	Total 28026				\$625.95
Total Skagit - 911					\$625.95
Skagit County Sheriff Office					
	28027		2025 - April - First Council Meeting		
		Invoice - SkCoMar2025CountyJailTax			
			March 2025 Skagit County Jail Tax		
			631-000-589-40-00-00	Special Use Tax - County Jail	\$4,458.56
				Special Use Tax - County Jail	
		Total Invoice - SkCoMar2025CountyJailTax			\$4,458.56
	Total 28027				\$4,458.56
Total Skagit County Sheriff Office					\$4,458.56
Skagit Valley Publishing					
	28028		2025 - April - First Council Meeting		
		Invoice - 54903			
			Historic Design Review Notice - 709 S. Second St. - Helund		
			001-000-558-60-44-00	Advertising	\$96.84
		Total Invoice - 54903			\$96.84
		Invoice - 54925			
			Historical Design Review Notice - 128 S. First St. - Palmer/Fallis		
			001-000-558-60-44-00	Advertising	\$102.22
		Total Invoice - 54925			\$102.22
	Total 28028				\$199.06
Total Skagit Valley Publishing					\$199.06

Vendor	Number	Reference	Account Number	Description	Amount
Tacoma Screw Products				2025 - April - First Council Meeting	
28029					
		Invoice - 260120116-00			
		Bandsaw Blade			
		401-000-534-80-35-00		Small Tools & Equipment	\$84.09
		Total Invoice - 260120116-00			\$84.09
		Invoice - 260120122-00			
		6 Gallon Oil Waste Can			
		401-000-534-80-35-00		Small Tools & Equipment	\$158.68
		Total Invoice - 260120122-00			\$158.68
	Total 28029				\$242.77
Total Tacoma Screw Products					\$242.77
T-Mobile				2025 - April - First Council Meeting	
28030					
		Invoice - T-MobileApr2025			
		Cell Phones			
		001-000-575-50-42-00		Senior Center Communications	\$40.45
				Senior Center-5440	
		401-000-534-80-42-00		Communications	\$423.48
				Public Works	
		Total Invoice - T-MobileApr2025			\$463.93
	Total 28030				\$463.93
Total T-Mobile					\$463.93
Town of La Conner				2025 - April - First Council Meeting	
28031					
		Invoice - TOLMar2025			
		March 2025 Water Charges			
		001-000-518-30-47-00		Public Utility Services	\$200.85
				204 Douglas - Town Hall	
		001-000-522-20-47-00		Public Utility Services	\$231.44
				Fire Hall - 12142 Chilberg	
		002-000-576-80-47-00		Public Utility Services	\$108.19
				Washington Street Park	
		002-000-576-80-47-00		Public Utility Services	\$50.57
				Flag Pole/Monument	
		002-000-576-80-47-00		Public Utility Services	\$50.57
				Benton Street Stairs	
		002-000-576-80-47-00		Public Utility Services	\$129.73
				1st Street Merchant Park	
		002-000-576-80-47-00		Public Utility Services	\$79.78
				Skateboard Park - 528 6th Street	
		002-000-576-80-47-00		Public Utility Services	\$132.07
				Pioneer Park	

Invoice	Number	Reference	Account Number	Description	Amount
			002-000-576-80-48-01	Building Repair & Maintenance	\$50.57
				Waterfront Park Irrigation #2	
			002-000-576-80-48-01	Building Repair & Maintenance	\$53.82
				Waterfront Park Irrigation #1	
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$317.86
				108 Commercial - Maple Hall	
			003-000-575-50-47-02	Public Utility Services-GC	\$132.40
				622 South 2nd St - GC	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$290.11
				613 South First St Restroom	
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$227.46
				304 Morris St Restroom	
			401-000-534-80-47-00	Public Utility Services	\$99.60
				PW Washpad - 12142 Chilberg	
			401-000-534-80-47-00	Public Utility Services	\$128.93
				604 Third St N - PW Office	
			409-000-535-80-47-00	Public Utility Services	\$1,325.54
				WWTP Belt Filter Press	
			409-000-535-80-47-00	Public Utility Services	\$169.82
				WWTP - 12154 Chilberg Road	
			409-000-535-80-47-00	Public Utility Services	\$192.72
				WWTP Hydrant	
			409-000-535-80-47-00	Public Utility Services	\$79.78
				Dunlap Street Pump	
		Total Invoice - TOLMar2025			\$4,051.81
	Total 28031				\$4,051.81
Total Town of La Conner					\$4,051.81
Town of La Conner					
28032				2025 - April - First Council Meeting	
		Invoice - Qtr1.2025Composttax			
		Qtr 1 2025 Compost Tax			
		412-000-554-99-49-03		Utility business tax	\$19,003.31
		Total Invoice - Qtr1.2025Composttax			\$19,003.31
	Total 28032				\$19,003.31
Total Town of La Conner					\$19,003.31
United Site Services					
28033				2025 - April - First Council Meeting	
		Invoice - INV-5220045			
		Port a Potty - Waterfront Park			
		002-000-576-80-41-00		Professional Services	\$213.25
		Total Invoice - INV-5220045			\$213.25

Vendor	Account Number	Description	Amount
Invoice - INV-5222372			
	Port a Potty - Public Works		
	002-000-576-80-41-00	Professional Services	\$215.44
	Total Invoice - INV-5222372		\$215.44
Invoice - INV-5226804			
	Port a Potty - John Hammer Park		
	002-000-576-80-41-00	Professional Services	\$201.75
	Total Invoice - INV-5226804		\$201.75
Total 28033			\$630.44
Total United Site Services			\$630.44
US Bank-Payment Station Fees			
2018329	2025 - April - First Council Meeting		
Invoice - USBnkMar2025			
	Payment Station Fees		
	002-000-576-80-41-00	Professional Services	\$80.70
		Moorage/Launch Processing Fees	
	005-000-542-65-48-00	Repair & Maintenance	\$80.70
		Parking Lot Processing Fees	
	Total Invoice - USBnkMar2025		\$161.40
Total 2018329			\$161.40
Total US Bank-Payment Station Fees			\$161.40
Ven Tek International			
28034	2025 - April - First Council Meeting		
Invoice - 148655			
	Monthly Service Fee		
	002-000-576-80-41-00	Professional Services	\$304.36
	005-000-542-65-48-00	Repair & Maintenance	\$103.27
	Total Invoice - 148655		\$407.63
Total 28034			\$407.63
Total Ven Tek International			\$407.63
WA State DOR - Leasehold Excise Tax			
2018330	2025 - April - First Council Meeting		
Invoice - LeaseHoldTaxQtr12025			
	Qtr 1 Leasehold Tax		
	002-000-576-80-49-05	Leashold Excise Taxes	\$1,831.41
		Leasehold Excise Tax	
	Total Invoice - LeaseHoldTaxQtr12025		\$1,831.41
Total 2018330			\$1,831.41
Total WA State DOR - Leasehold Excise Tax			\$1,831.41

Vendor	Number	Reference	Account Number	Description	Amount
Waste Management of Skagit		2025 - April - First Council Meeting			
	28035				
		Invoice - 2712558-0043-2			
		WWTP Recycle & Garbage			
			409-000-535-80-47-00	Public Utility Services	\$787.40
			WWTP		
		Total Invoice - 2712558-0043-2			
					\$787.40
		Invoice - 2712727-0043-3			
		Town Hall Recycle & Garbage			
			001-000-518-30-47-00	Public Utility Services	\$578.18
			Town Hall/Sheriff		
		Total Invoice - 2712727-0043-3			
					\$578.18
		Invoice - 2713335-0043-4			
		Public Works Garbage			
			005-000-543-50-48-04	Refuse Disposal	\$806.06
			Public Works		
		Total Invoice - 2713335-0043-4			
					\$806.06
		Invoice - 2713655-0043-5			
		Fire Dept. Garbage			
			001-000-522-20-47-00	Public Utility Services	\$52.74
			Fire Dept.		
		Total Invoice - 2713655-0043-5			
					\$52.74
	Total 28035				\$2,224.38
Total Waste Management of Skagit					\$2,224.38
Grand Total	Vendor Count	35			\$148,699.83



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **March 16, 2025** through **March 31, 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, Finance Director

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

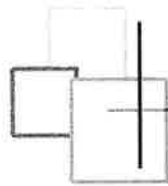
Payroll checks numbered 6071 through 6078		\$2,558.37
Auto Payments:		
AWC Benefit Trust	#2018323	\$11,474.56
Deferred Comp.	#2018324	\$3,031.75
Dept. of Retirement Systems	#2018325	\$11,891.13
Teamsters Welfare Trust	#2018326	\$7,412.40
Payroll Taxes	#2018327	\$11,293.53
Payroll Auto Deposit		\$33,423.12

are approved for a total payment of **\$81,084.86** this 8th day of April, 2025.

Councilmember – Finance Committee

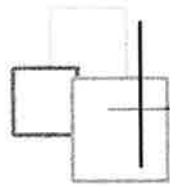
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>6071</u>	Dept of Labor & Industry	2025 - April - First Council Meeting		\$956.96
<u>6072</u>	Employment Security	2025 - April - First Council Meeting		\$78.27
<u>6073</u>	Empower Annuity Ins. Co of America	2025 - April - First Council Meeting		\$275.00
<u>6074</u>	North Coast Credit Union	2025 - April - First Council Meeting		\$150.00
<u>6075</u>	Paid Family & Medical Leave	2025 - April - First Council Meeting		\$308.79
<u>6076</u>	Teamsters Local No. 231	2025 - April - First Council Meeting		\$152.00
<u>6077</u>	Wa Cares Fund	2025 - April - First Council Meeting		\$167.25
<u>6078</u>	Washington State Support Registry	2025 - April - First Council Meeting		\$470.10
<u>2018323</u>	AWC Employee Benefit Trust	2025 - April - First Council Meeting		\$11,474.56
<u>2018324</u>	Dept of Retirement - Def Comp	2025 - April - First Council Meeting		\$3,031.75
<u>2018325</u>	Dept of Retirement Systems	2025 - April - First Council Meeting		\$11,891.13
<u>2018326</u>	WA Teamsters Welfare Trust	2025 - April - First Council Meeting		\$7,412.40
<u>2018327</u>	Washington Federal	2025 - April - First Council Meeting		\$11,293.53
<u>Direct Deposit Run -</u>	Payroll Vendor	2025 - April - First Council Meeting		\$33,423.12
<u>4/1/2025</u>				\$81,084.86



Register Activity

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 4/1/2025	Payroll Vendor	2025 - April - First Council Meeting	\$33,423.12
Avery, Adam W	ACH Pay - 7582	Posting Run - 4/1/2025 8:47:40 AM	\$515.63
Avery, Annie L	ACH Pay - 7602	Posting Run - 4/1/2025 8:47:40 AM	\$337.11
Baker, Natalie J	ACH Pay - 7587	Posting Run - 4/1/2025 8:47:40 AM	\$318.89
Banaszak, Sam E	ACH Pay - 7603	Posting Run - 4/1/2025 8:47:40 AM	\$473.78
Carlson III, Ivan J	ACH Pay - 7591	Posting Run - 4/1/2025 8:47:40 AM	\$109.33
Carlson, Ivan J	ACH Pay - 7575	Posting Run - 4/1/2025 8:47:40 AM	\$182.02
Chamberlain, MaryLee S	ACH Pay - 7600	Posting Run - 4/1/2025 8:47:40 AM	\$182.02
Dole, Richard L	ACH Pay - 7605	Posting Run - 4/1/2025 8:47:40 AM	\$47.02
Eills, Ajah G	ACH Pay - 7577	Posting Run - 4/1/2025 8:47:40 AM	\$2,133.30
Guy, Turner J	ACH Pay - 7581	Posting Run - 4/1/2025 8:47:40 AM	\$937.42
Hanneman, Marna E	ACH Pay - 7596	Posting Run - 4/1/2025 8:47:40 AM	\$415.44
Herring, Jennifer M	ACH Pay - 7578	Posting Run - 4/1/2025 8:47:40 AM	\$2,004.57
Hiller, Ryan H	ACH Pay - 7572	Posting Run - 4/1/2025 8:47:40 AM	\$27.33
James, Wilbert M	ACH Pay - 7594	Posting Run - 4/1/2025 8:47:40 AM	\$182.22
Johnson, Brittany	ACH Pay - 7609	Posting Run - 4/1/2025 8:47:40 AM	\$653.60
Kerley-DeGoede, Maria A	ACH Pay - 7598	Posting Run - 4/1/2025 8:47:40 AM	\$2,605.68
Lease, Brian	ACH Pay - 7588	Posting Run - 4/1/2025 8:47:40 AM	\$3,083.36
McKnight, Chris R	ACH Pay - 7595	Posting Run - 4/1/2025 8:47:40 AM	\$82.00
Mesman, Benjamin	ACH Pay - 7580	Posting Run - 4/1/2025 8:47:40 AM	\$748.24
Mesman, Benjamin F	ACH Pay - 7585	Posting Run - 4/1/2025 8:47:40 AM	\$173.11
Mitchell, Anthony J	ACH Pay - 7583	Posting Run - 4/1/2025 8:47:40 AM	\$72.89
Olason, Troy D	ACH Pay - 7574	Posting Run - 4/1/2025 8:47:40 AM	\$18.22
Palaniuk, Kevin R	ACH Pay - 7607	Posting Run - 4/1/2025 8:47:40 AM	\$2,369.71
Pena-Ayon, Manuel A	ACH Pay - 7593	Posting Run - 4/1/2025 8:47:40 AM	\$1,436.64
Reinstra, Aaron E.	ACH Pay - 7599	Posting Run - 4/1/2025 8:47:40 AM	\$977.98
Reinstra, Aaron M.	ACH Pay - 7604	Posting Run - 4/1/2025 8:47:40 AM	\$2,212.22
Schinman, Karl A	ACH Pay - 7597	Posting Run - 4/1/2025 8:47:40 AM	\$18.22
Schmidt, Hayden J	ACH Pay - 7601	Posting Run - 4/1/2025 8:47:40 AM	\$136.66
Sherman, Albert R	ACH Pay - 7592	Posting Run - 4/1/2025 8:47:40 AM	\$2,295.99
Smith, Christopher	ACH Pay - 7586	Posting Run - 4/1/2025 8:47:40 AM	\$2,690.52
Smith, Christopher L	ACH Pay - 7573	Posting Run - 4/1/2025 8:47:40 AM	\$236.89
Smith, Cole J	ACH Pay - 7584	Posting Run - 4/1/2025 8:47:40 AM	\$309.78
Taylor, Anne M	ACH Pay - 7606	Posting Run - 4/1/2025 8:47:40 AM	\$182.02
Thomas, Scott G	ACH Pay - 7579	Posting Run - 4/1/2025 8:47:40 AM	\$2,925.85
Thulen, Wylie J	ACH Pay - 7590	Posting Run - 4/1/2025 8:47:40 AM	\$36.45
Viola, Angela T	ACH Pay - 7589	Posting Run - 4/1/2025 8:47:40 AM	\$1,926.77
White, James M.	ACH Pay - 7576	Posting Run - 4/1/2025 8:47:40 AM	\$182.22

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 4/1/2025	Payroll Vendor	2025 - April - First Council Meeting	\$33,423.12
Wohleb, Mary M	ACH Pay - 7608	Posting Run - 4/1/2025 8:47:40 AM	\$182.02
			\$33,423.12

Reports

- 1) Chamber Report**
- 2) Revenue/Expenditure Report**
- 3) Department Head Reports**
- 4) Mayor's Report**
- 5) Council Committee Reports**



Town of La Conner

MEMORANDUM

TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Publication of Notices

DATE: March 31, 2025

With a brand-new newspaper being published within the Town of La Conner, it is time to go over the rules that the Town must follow with regard to the publication of notices, ordinances, and other materials. In terms of day-to-day operations, Washington cities, towns, and counties are required to contract with a newspaper to function as their “official newspaper.” The requirements for designation of an official newspaper are found at RCW 35.21.875. Cities and towns are to select a newspaper of “general circulation in the city or town and have the qualifications prescribed by chapter 65.16 RCW.”

RCW 65.16.020 sets forth the qualifications of a legal newspaper:

(The) newspaper shall have been published regularly, at least once a week, in the English language, as a newspaper of general circulation, in the city or town where the same is published at the time of application for approval, for at least six months prior to the date of such application; shall be compiled either in whole or in part in an office maintained at the place of publication; shall contain news of general interest as contrasted with news of interest primarily to an organization, group or class; shall have a policy to print all statutorily required legal notices; and shall hold a periodical class mailing permit.

In addition, a legal newspaper must be designated as such by a superior court in the county in which it is published. See RCW 65.16.040. If there are two or more qualified newspapers serving the jurisdiction, the legislative body of cities, towns, and counties are to award a one-year contract through a bidding process.

For the time-being, the town will use the services of the Skagit Valley Herald as the town newspaper. If the La Conner Community News achieves status as a legal newspaper, then the town will seek publishing services through a bid process.

Revenue/Expenditure Report

TOWN OF LA CONNER
Treasurer's Report
1st Quarter 2025 - Year to Date

Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
001	General Fund	1,544,149	241,980	16%	1,786,633	352,259	20%
002	Park & Port	257,105	73,832	29%	313,457	61,906	20%
003	Facilities	191,995	130,132	68%	250,184	95,830	38%
004	Public Art	2,560	619	24%	2,600	964	37%
005	Streets	637,828	71,413	11%	702,098	84,032	12%
123	Hotel Motel	161,300	27,433	17%	215,180		0%
214	Fire Hall Bond	52,693	10,677	20%	39,125		0%
304	REET 1	45,900	8,643	19%	24,500		0%
305	REET 2	45,900	8,659	19%	500		0%
401	Water	1,427,314	280,131	20%	1,345,686	243,547	18%
403	Storm Drainage	400,313	108,304	27%	572,646	77,031	13%
409	Sewer	1,088,009	207,523	19%	1,267,344	231,503	18%
412	Sewer Compost	1,257,280	271,834	22%	1,219,132	167,148	14%
TOTALS		7,112,346	1,441,180	20%	7,739,085	1,314,218	17%

Investments:

Mountain Pacific CD	250,000.00
Pacific Premier Bank CD	250,000.00
TVI Bond-912833LX6	262,125.28
Banner Bank CD	156,150.17
LGIP	66,704.15
	<u>984,979.60</u>

Town of La Conner

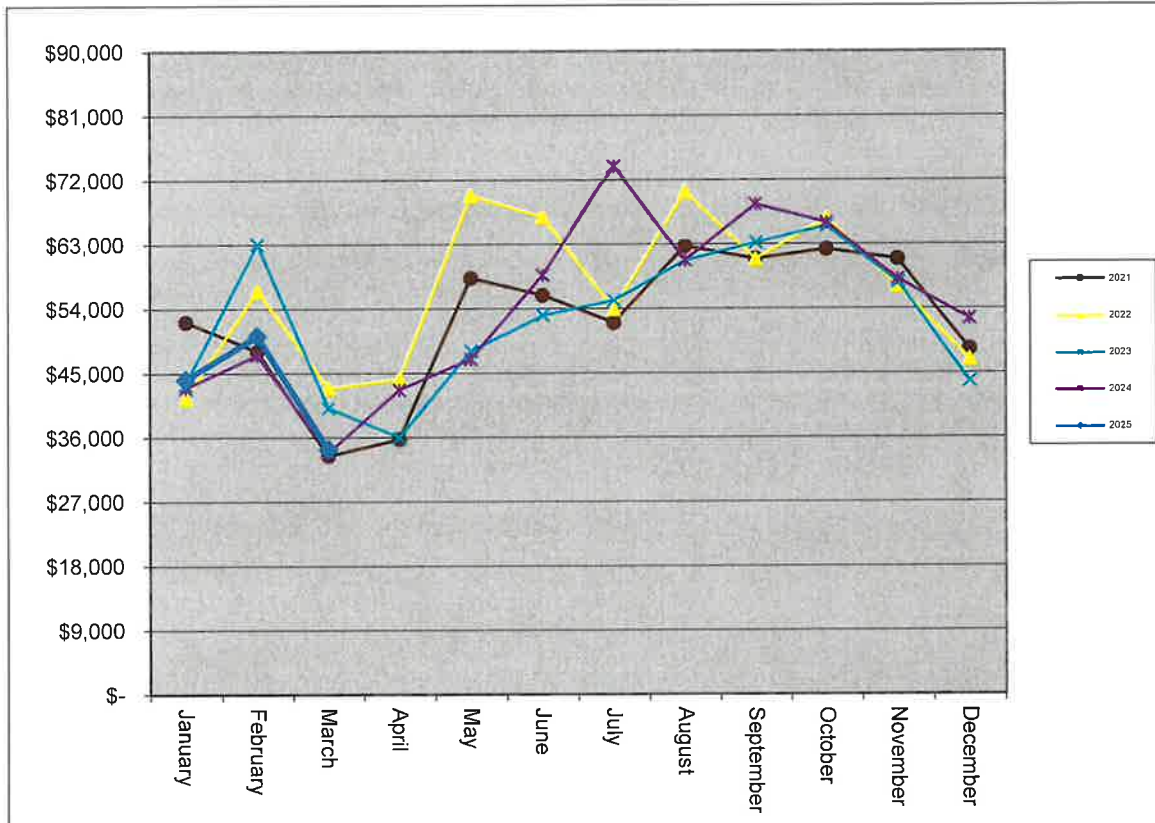
Sales Tax Receipts

Month	2021	2022	2023	2024	2025
January	52,155.18	41,561.10	43,390.62	42,874.71	44,087.60
February	48,035.77	56,546.93	63,103.16	47,549.13	50,199.92
March	33,430.43	42,937.78	40,187.49	33,929.53	34,312.23
April	35,756.91	44,209.82	36,015.58	42,670.99	
May	58,286.79	69,865.79	48,072.92	46,949.42	
June	55,900.26	66,878.23	53,129.86	58,778.05	
July	52,061.10	53,917.06	55,178.70	73,967.99	
August	62,720.18	70,383.49	60,820.03	60,799.96	
September	60,971.61	60,899.83	63,276.38	68,591.27	
October	62,268.96	66,647.98	65,602.87	65,989.67	
November	60,911.19	57,164.48	57,728.51	58,132.76	
December	48,334.16	46,910.27	43,947.09	52,594.83	
TOTAL	630,832.54	677,922.76	630,453.21	652,828.31	128,599.75

20.80%

Budgeted	328,202.00	492,303.00	609,181.00	609,181.00	618,293.00
Rec Year to Date	630,832.54	677,922.76	630,453.21	652,828.31	128,599.75
Annual Monthly Avg	52,569.38	56,493.56	52,537.77	54,402.36	10,716.65
Amount needed to meet budget:				489,693.25	

Diff



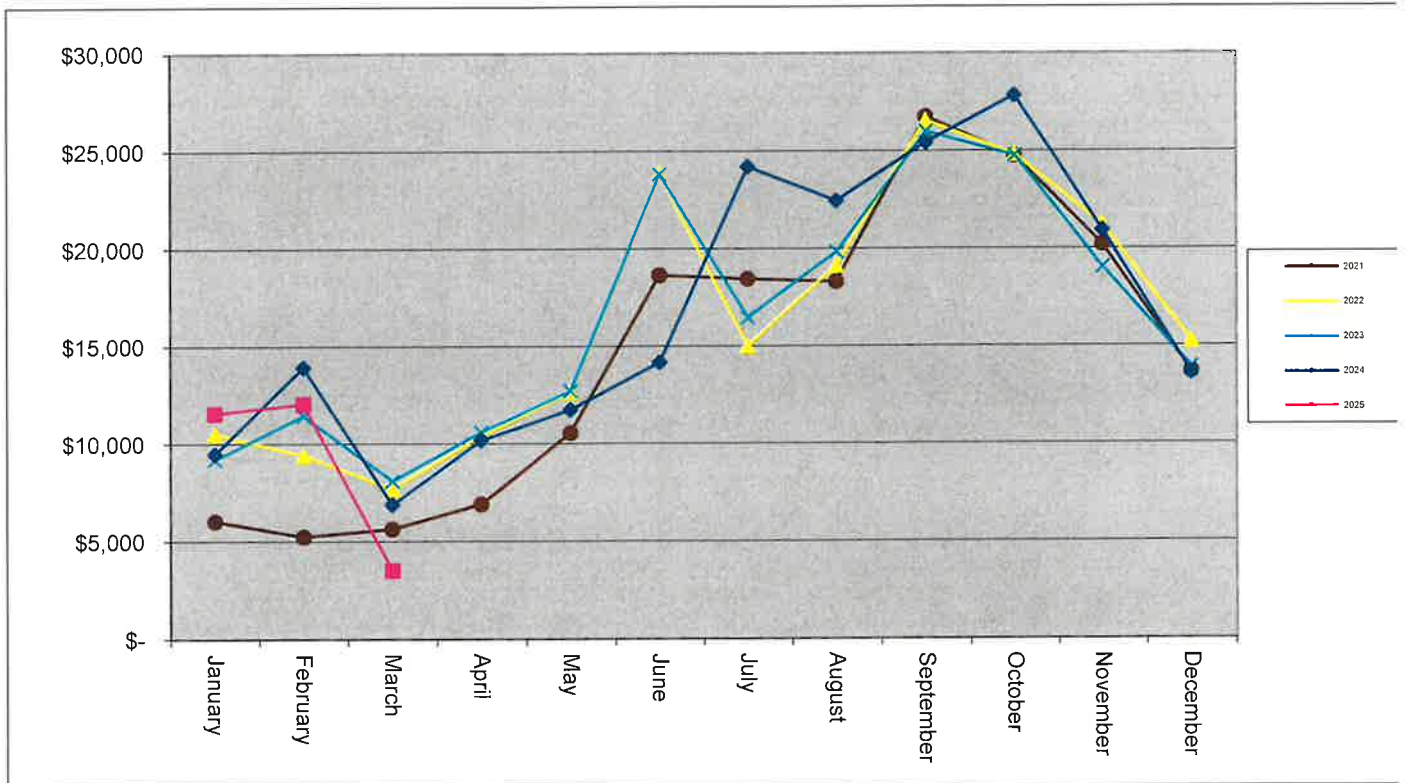
Town of La Conner

Annual Hotel/Motel Receipts

Month	2021	2022	2023	2024	2025
January	6,025.96	10,500.64	9,175.12	9,464.06	11,552.83
February	5,235.46	9,409.26	11,438.50	13,915.32	12,051.00
March	5,622.06	7,698.52	8,082.72	6,869.22	3,504.28
April	6,895.04	10,399.52	10,591.94	10,164.74	
May	10,542.90	12,633.28	12,700.56	11,740.32	
June	18,643.56	23,829.20	23,784.50	14,159.23	
July	18,439.86	14,988.76	16,441.86	24,180.12	
August	18,295.26	19,136.57	19,848.46	22,440.16	
September	26,730.28	26,545.62	26,000.70	25,422.40	
October	24,731.96	24,802.90	24,761.98	27,827.62	
November	20,184.16	21,228.28	19,048.44	20,918.58	
December	13,653.56	15,232.24	13,909.48	13,574.70	
TOTAL	175,000.06	196,404.79	195,784.26	200,676.47	27,108.11

16.90%

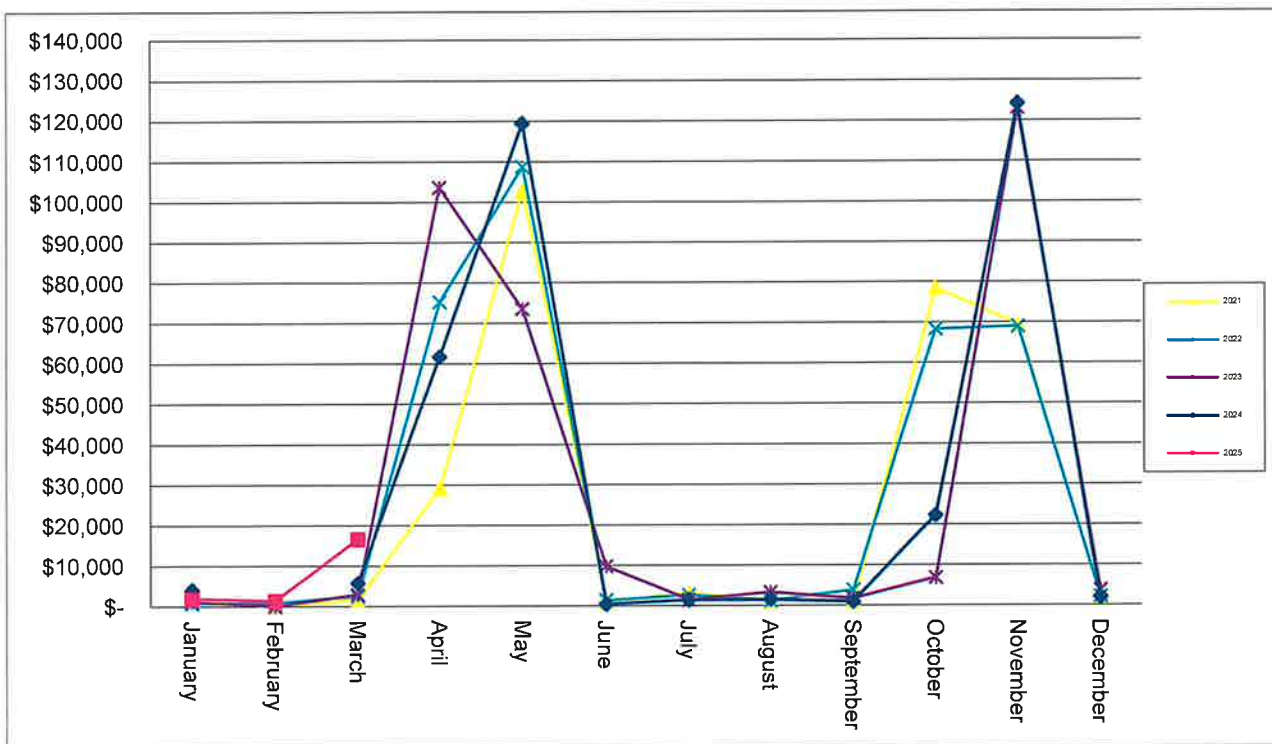
Budgeted	88,200.00	88,200.00	133,040.00	133,040.00	160,400.00
Received Year to Date	175,000.06	196,404.79	195,784.26	200,676.47	27,108.11
Monthly Average	14,583.34	16,367.07	16,315.36	16,723.04	2,259.01
Amount needed to meet budget:					133,291.89



Town of La Conner Annual Property Taxes

Month	2021	2022	2023	2024	2025
January	1,735.37	679.87	1,020.21	4,001.34	1,900.21
February	123.80	923.67	-		1,278.89
March	1,731.98	2,479.49	2,889.62	5,655.39	16,627.22
April	29,295.28	75,356.27	103,626.12	61,738.45	
May	102,991.26	108,828.88	73,546.50	119,446.31	
June	1,047.57	1,503.75	9,809.06	443.60	
July	3,275.00	2,725.34	1,412.30	1,422.72	
August	1,381.95	1,259.96	3,299.01	1,529.68	
September	1,100.00	3,887.71	1,714.39	945.91	
October	78,553.96	68,521.30	6,801.76	22,305.55	
November	69,666.72	69,178.91	123,150.38	124,237.44	
December	2,154.94	2,392.56	3,747.23	1,957.85	
TOTAL	293,057.83	337,737.71	331,016.58	343,684.24	19,806.32
Budgeted	330,004.00	336,312.00	352,971	357,121	365,000
Received Year to Date	293,057.83	337,737.71	331,016.58	343,684.24	19,806.32
Monthly Avg	24,421.49	28,144.81	27,584.72	28,640.35	1,650.53
Amount needed to meet budget:					345,193.68

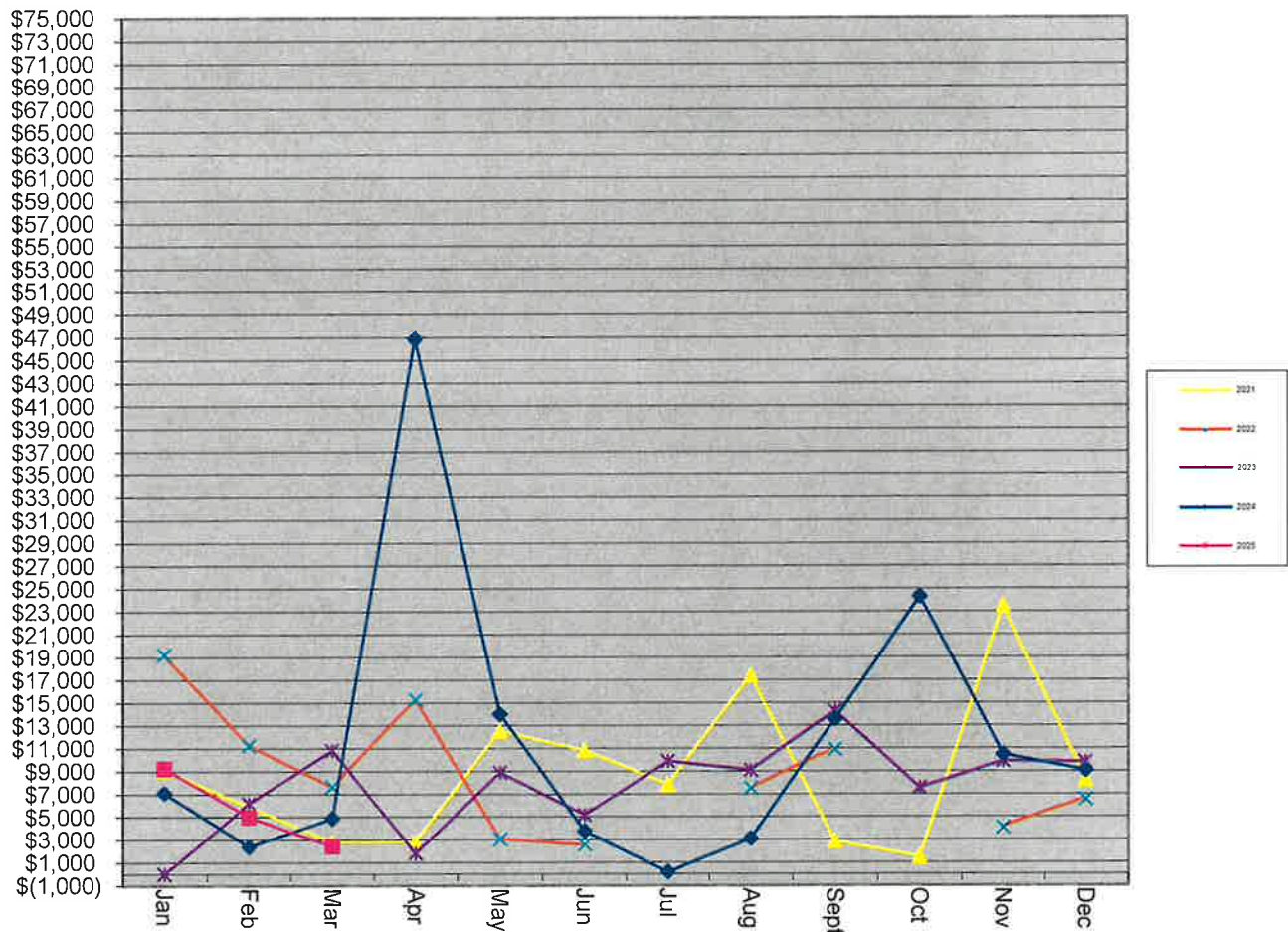
5.43%



Town of La Conner Annual REET

Month	2021	2022	2023	2024	2025
Jan	9,078.30	19,230.75	-	7,092.50	9,250.00
Feb	5,860.80	11,263.69	6,179.19	2,376.00	5,000.00
Mar	2,796.75	7,672.50	10,820.70	4,874.50	2,440.00
Apr	2,796.75	15,300.45	1,825.00	46,887.00	
May	12,508.65	3,118.50	8,910.00	14,030.90	
Jun	10,815.74	2,598.75	5,164.50	3,750.00	
Jul	7,825.50		9,874.25	176.50	
Aug	17,362.12	7,548.75	9,070.87	3,105.00	
Sept	2,821.50	10,976.62	14,275.00	13,600.00	
Oct	1,480.05		7,543.80	24,342.50	
Nov	23,472.90	4,149.50	9,875.00	10,500.00	
Dec	8,256.60	6,599.50	9,776.25	9,085.00	
TOTAL	105,075.66	88,459.01	93,314.56	139,819.90	16,690.00

Budgeted	36,000.00	36,000.00	72,000.00	72,000.00	72,000.00	
Received Year to Date	105,075.66	88,459.01	93,314.56	139,819.90	16,690.00	
Monthly Average	8,756.31	7,371.58	7,776.21	11,651.66	1,390.83	23.18%
Amount needed to meet budget:					55,310.00	



Town of La Conner Special Use Fire Tax Revenue

Month	2022	2023	2024	2025
January	4,108.62	4,333.29	4,280.52	4,373.86
February	5,609.50	6,278.74	4,738.97	4,946.19
March	4,237.71	3,923.57	3,382.21	3,309.23
April	4,396.10	3,593.96	4,254.77	
May	6,984.88	4,796.78	4,593.74	
June	6,661.47	5,297.25	5,869.99	
July	5,364.02	5,393.11	7,301.60	
August	7,019.56	6,063.58	6,070.44	
September	6,041.25	6,284.28	6,798.06	
October	6,659.05	6,524.47	6,589.21	
November	5,673.70	4,516.48	5,798.19	
December	4,555.14	4,344.70	5,252.88	
TOTAL	67,311.00	61,350.21	64,930.58	12,629.28

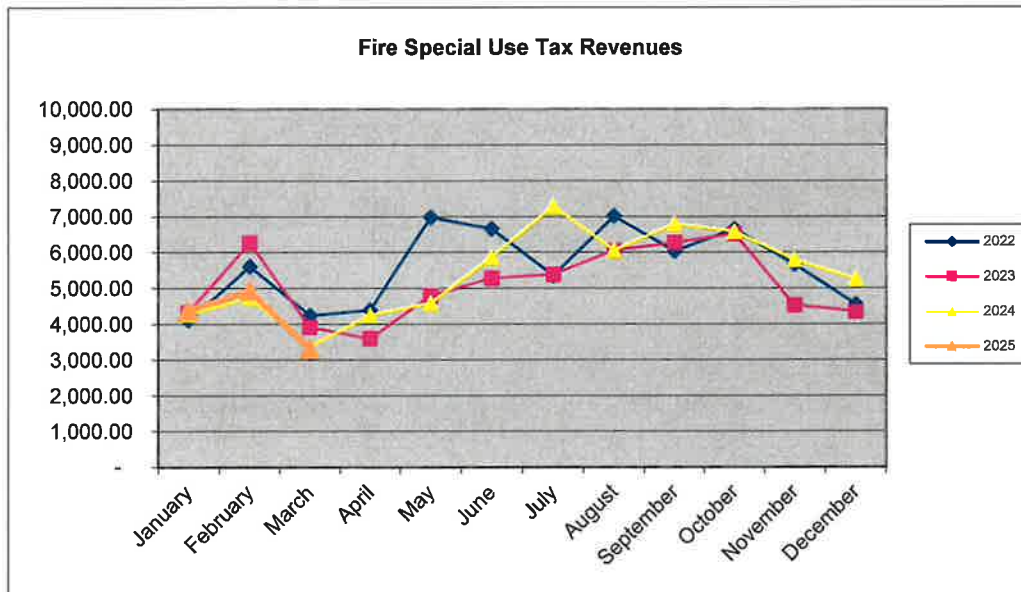
24.29%

Budgeted	45,501.00	50,000.00	50,000.00	52,000.00
Received Year to Date	67,311.00	61,350.21	64,930.58	12,629.28
Monthly Avg	5,609.25	5,112.52	5,410.88	1,052.44

Amount needed to meet budget:

39,370.72

Diff



Town of La Conner Transportation Benefit District Tax Revenue

Month	2022	2023	2024	2025
January				
February				47.71
March				3,864.53
April				
May				
June				
July				
August				
September				
October				
November				
December				
TOTAL	-	-	-	3,912.24

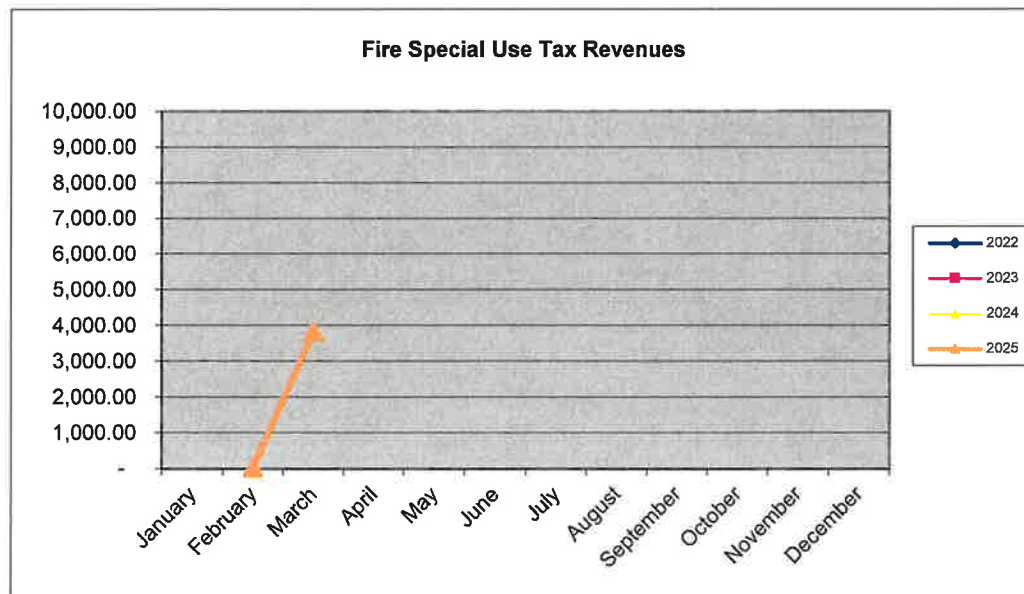
8.69%

Budgeted				45,000.00
Received Year to Date	-	-	-	3,912.24
Monthly Avg	-	-	#DIV/0!	326.02

Amount needed to meet budget:

41,087.76

Diff



Department Head Reports



TOWN OF LA CONNER

Monthly Planner's Report March 2025

NEW APPLICATIONS ACCEPTED:

Land Use

- LU25-10CU-II, 932 Maple Ave, multiple structures on one lot
- LU25-11HDR-ADMIN, 128 S. 1st Street, window replacement
- LU25-12SX, 128. S. 1st Street, shoreline exemption – repair and maintenance
- LU25-13RM, 128. S. 1st Street, removal of brig - wrong permit submitted
- LU25-14HDR, 128. S. 1st Street, removal of brig
- LU25-15HDR, 709 S. 2nd Street, shed relocation
- LU25-16LotConsol, 931 Maple Ave, lot consolidation

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Building Permit

- BP25-10ROW, 706 S. 1st Street, construction staging
- BP25-11BF, P112529, building permit application
- BP25-12F, P112529, floodplain application for new building
- BP25-13ROW, 713 Caledonia Street, utility work
- BP25-14SS, 824 S. 4th Street, side sewer capping
- BP25-15D-II, 128 S. 1st Street, brig removal
- BP25-16ROW, 213 Calhoun Street, construction staging
- BP25-17WM, 613 Whatcom Street, water meter permit
- BP25-18D-III, 824 S. 4th Street, house demo
- BP25-19ROW, 824 S. 4th Street, row for demo
- BP25-20ROW, 925 S. 4th Street, row for utility

Planning Commission:

The Planning Commission met on March 4 and March 18. During the March 4 meeting, the Commission review edits to the Moore-Clark Subarea Plan, reviewed additional draft elements, and welcomed youth advisor Maxwell Page to the Commission. On March 18, the Commission heard from interns from Western Washington University about their work on the Comprehensive Plan, and reviewed and approved additional comprehensive plan elements.

Hearing Examiner:

There was no business before the Hearing Examiner during the month of March.

Comprehensive Plan Update:

This month, staff developed final drafts of all Comprehensive Plan elements. In addition, staff supervised interns from Western Washington University as they finished development of an ADA inventory for the Transportation Element and an updated Critical Areas Ordinance.

General Planning Activities:

- Staff are continuing to review the Public Participation Program currently in place and are testing new methods of public engagement, such as Community Mingles and Public Workshops.
- Staff are continuing to engage in chapter-by-chapter review and rewrite of the Comprehensive Plan elements.
- Staff are developing internal processes to ensure consistency between departments.
- Staff are continuing to engage in collaboration with La Conner's neighbors, including the Swinomish Tribe, the Port of Skagit, and the La Conner School District.
- Staff are reviewing the current files for record retention requirements.
- Staff are continuing to update property files.
- Continuing review of development and permit applications.



TOWN OF LA CONNER

Monthly Planner's Report March 2025

- Continuing response to public inquiries regarding land use.
- Continuing issuance of permits.
- Long term planning priorities:
 - Neighborhood plan for Commercial Transitional Zone.
 - 2023-2025 Comprehensive Plan Update
 - Public Participation and Communication

Public Works Department Head Report March – 2025

Water:

- 2025 Water System Comprehensive Plan Update; has finally been distributed to State, County, Swinomish Tribe and other districts for review. 90-day response time, hopefully approval in July.
- Asset Management; Public Works is fully operational with the system and will be making adjustments throughout the year. Phase II will start training in April with permitting and citizen portal.
- Water meter reading system; currently preparing a plan to upgrade to cellular that has many positive efficiencies and accounting accuracy.
- Water tower inspection; divers cleaned and inspected the interior of the 1.5 MG steel water tank on March 20th, this inspection takes place every three years.
- Channel Drive “Skagit Beach” water main replacement funding meeting with the Board members.

Drainage:

- Public Works disassembled the sandbags and eco-blocks for the temporary flood protection and stow/stage for October reassemble.
- 6th St storm pump control panel replacement is currently in electrical engineering design phase.
- Ongoing wet weather drainage maintenance.

Streets:

- Washington Ave parking improvements by the post office is tentatively scheduled for May- June. I have scheduled PSE to remove the Street light
- Tulip Parade; plan is in place for no vehicles on First street.
- Annual sidewalk inspections and repairs.
- Ongoing gravel and asphalt pothole repairs.
- TIB grant; Washington and Road St. pedestrian improvement project, Pre-construction meeting with the contractor is scheduled for April 19, tentative construction in May.

Park and Port:

- Annual yard waste pick up was the week of March 24th.
- Pressure washed all of First Street parks/street ends and Boardwalk.

Facilities:

- Maple Hall floor; completed. Maple Hall Chairs; replaced 124.
- Town Hall water damage from roof drain. Demo is in process, unknown extent of damage at this time.

Other:

- Ziplify Fiber project.
- Scheduling 2025 Public Works projects.
- Projects; Caledonia Habitat project, 824 S 4th, 205 N 5th, 516 Maple, 102 N 1st St, 613 Whatcom BP, La Conner Maritime utility extension DE. 733 Maple ADU, 212 State St, SP, 213 Calhoun remodel, 931 Maple Improvements, 306 Center project, BYK Snapdragon 511, 514, 519 BP's.

Brian Lease, Public Works Director, Town of La Conner



La Conner Wastewater Plant

Board of Commissioners

Monthly Report of District Management & Operation

Month: March 2025

WWTP:

Met all N.P.D.E.S permit requirements

System Maintenance:

3/10/25 Monte and Kamryne cleaned out RAS pump chambers, removed rags and debris. Everything else looked like it was functioning well. Also exercised valves for RAS pumps. Cleaned effluent meter and flume.

3/14/25 Kamryne greased rotor bearings and clarifier worm drives

3/17/25 Monte and Kamryne pulled the check valves on reuse water pumps, pump #3 was stuck open with debris, cleaned all 3 valves and reassembled them.

3/19/25 Monte cleaned U.V lights, broke one case and bulb on bank B row 2 bottom bulb, replace both case and bulb.

3/21/25 Kamryne greased the belt press bearings

3/26/25 Monte grease oxidation ditch #2 rotor bearing and grease both clarifier worm drives.

3/31/25 Monte and Kamryne cleaned the U.V lights, no issues

Call outs/Emergencies

We had no call outs this month. Although the dialer system was shorted out on 3/28/25 due to the transformer out on the street blowing, PSE fixed transformer but our dialer circuit board was fried. So, for the weekend of the 3/29/25 to 3/30/25 we had operators checking on the plant every few hours to make sure it was operating normally. Monte took Friday night; Chase took Saturday and Curtis took Sunday. A temporary dialer was installed 3/31/25.

Wastewater Plant Monitoring Report Summary:

	Current Influent	Last Month Influent	% Diff
Avg. Daily Flow	398,000		
Total Flow	7,320,000	8,370,000	13%
Max Daily Flow	533,000		

Locates: 9

Communications:

Met with public works on a new project down on first street for a pre-construction meeting.

Significant Expenditures:

Replaced the glass for the door on the 244 loader

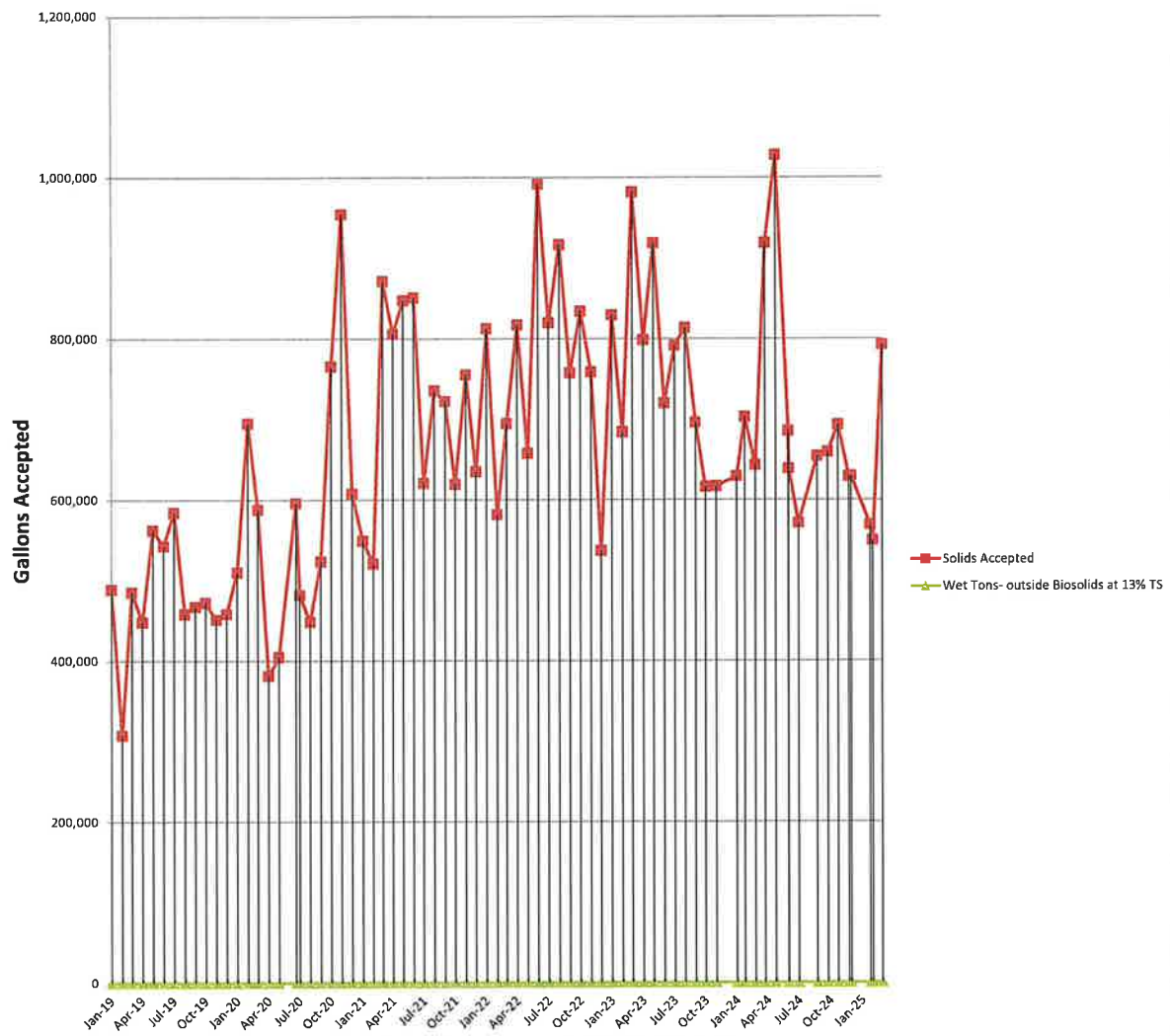
Bought a new pressure washer.

Had power screen come out and service our compost screener.

Did standard service on our 544P loader.

Ongoing Problems:

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



Maximum capacity 2,000 CY per month @ 2:1 Bulking Ratio
Assumes 20% TS off Press

LaConner Wastewater Treatment Plant										
Monthly Data 2024										
Date	WWTP Total Flow	WWTP Daily Avg	WWTP Max Daily	WWTP Flow Last Year	WWTP Flow up/down from LY	Gallons of Outside Waste Processed	Gallons of Outside Waste Processed Last year	Up/down from last year	Wet tons of 95% Biosolids Processed	Wet tons of <95% Biosolids Processed
Jan-25	9,040,000	29,161	357,000	12,480,000	-28%	268,829	705,942	-62%	0	33.88
Feb-25	8,370,000	299,000	409,000	9,840,000	-15%	230,952	643,131	-64%	0	6.44
Mar-25	7,320,000	398,000	533,000	11,600,000	-37%	346,500	919,034	-62%	0	51.22
Apr-25	0	0	0	9,040,000	-100%	0	1,028,119	-100%	0	0
May-25	0	0	0	9,040,000	-100%	0	685,181	-100%	0	0
Jun-25	0	0	0	9,260,000	-100%	0	638,796	-100%	0	0
Jul-25	0	0	0	8,210,000	-100.0%	0	571,171	-100%	0	0
Aug-25	0	0	0	8,970,000	-100.0%	0	654,239	-100%	0	0
Sep-25	0	0	0	7,840,000	-100.0%	0	659,393	-100%	0	0
Oct-25	0	0	0	9,550,000	-100%	0	693,239	-100%	0	0
Nov-25	0	0	0	11,420,000	-100%	0	629,149	-100%	0	0
Dec-25	0	0	0	11,300,000	-100%	0	629,742	-100%	0	0
	Increase									
	Decrease									

Fire Chief / Code Enforcement Report

Mar-25

Alarms: 29 Emergency Calls **Ave # Responders:** 2.5

Med: 25

False Alarm 4

Calendar: 5-Mar Business
12-Mar Vitals/ Tablet
19-Mar SCBA/ PPE
26-Mar Table top

Events: Saint Paddy's Day
Fireman Ball

Enforcement Notes: Construction Zone
Wrong Way Driver

Unfinished Business

- 1) Agreement – Fire Boat Addendum**
- 2) Agreement – Property Donation**
- 3) Comprehensive Plan – Preliminary Review**

Agreement
Fire Boat Addendum

CHANGE ORDER NO. 1

This Change Order amends the Vessel Construction Agreement between the Town of La Conner ("Owner") and Full-Time Fabrication, LLC ("Builder"). Paragraph 2 – Scope of Work – is amended by the addition of that work described in Exhibit "A," attached hereto and incorporated herein. Furthermore, paragraph 10 – Price and Installment Payment Terms – is amended by an increase in the total price to be paid for the Vessel and Work in the total amount of Nineteen Thousand, Thirty Dollars and Six cents (\$19,030.06) as set forth in Exhibit "A". There shall be no change to the Date of Delivery set forth in paragraph 17 of the agreement.

The parties agree that this change in the Contract Amount provided in this Change Order are full and complete compensation to the Builder for the changes to the work, and for any equitable adjustment or time extension to which the Contractor may be entitled for this Change Order, pursuant to the Contract between the Owner and Contractor.

TOWN OF LA CONNER

FULL-TIME FABRICATION, LCC

Mayor Marna Hanneman

Tristan J. Lowry, Owner

Date: _____

Date: _____

Attest:

Maria DeGoede, Town Clerk

Approved as to form:

Scott Thomas, WSBA #23079
Town Attorney

Shore Power

1	Shore Power Plug	\$104.00
1	Galvanic Isolator	\$379.60
1	ELCI Breaker	\$462.40
10	Labor	\$1,000.00

Inverter w/One Outlet

1	Xantran Freedom 2000 Inverter/Charger	\$1,290.81
1	On/Off Battery Switch	\$47.22
1	Fuse Holder (ANL)	\$56.42
1	ANL Fuse	\$31.88
1	Outlet w/Box	\$33.80
12	Labor	\$1,200.00

Dome Lights

2	12v LED Red/White Dome Light	\$223.60
3	Labor	\$300.00

Heat

1	Webasto Heater	\$1,813.50
1	Day Tank	\$156.00
1	Misc. Fuel Plumbing	\$156.00
1	Defrost	\$360.00
12	Labor	\$1,200.00

Second Hose Station

1	Valve w/ Extra Plumbing	\$1,033.50
10	Labor	\$1,000.00

Bow Thruster

1	Bow Thruster Pkg	\$3,258.28
1	Group 27 Start Batteries	\$169.04
1	Group 27 Battery Box	\$19.98
1	Blue Seas ACR	\$115.36
2	Terminal Fuse Box	\$68.09
2	Terminal Fuses	\$43.60
30	Labor	\$3,000.00

TOTAL	\$17,523.08
TAX	1506.98488
CO TOTAL	\$19,030.06



Town of La Conner

MEMORANDUM

TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Fire Boat Change Order

DATE: April 3, 2025

Earlier this year, the Council authorized a change order for the fire boat project with Full-Time Fabrication, LLC. We subsequently learned that the price supplied did not include sales tax, and that two additional elements – a bow thruster and a heater – were not included. The revised change order reflects the addition of these elements. The boat is now being built, and the delivery date has not changed.



**Agreement
Property Donation**

**REAL PROPERTY DONATION AGREEMENT
WITH ESCROW INSTRUCTIONS**

THIS REAL PROPERTY DONATION AGREEMENT WITH ESCROW INSTRUCTIONS ("Agreement") is made effective as of April __, 2024, (the "Effective Date"), by and between the Town of La Conner, a Washington municipal corporation ("Town"), and 321 N. 1ST STREET, LLC, a Washington limited liability company ("Donor"). The Town and Donor shall be individually referenced herein as "Party" and collectively as "Parties."

RECITALS

This Agreement is entered into with reference to the following facts:

A. Donor purchased the unimproved real property located at 321 N. First Street, La Conner, Washington, Skagit County Parcel No. P74249, the legal description of which is set forth in **Exhibit A**, which by this reference is incorporated herein, ("Real Property") from the Town. Donor has owned the Real Property for a period of time in excess of one year, together with an undivided interest in, and to, any and all rights and easements appurtenant to the Real Property, together with any and all applicable licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property, if any, (collectively, the "Permits"), to the extent transferable, issued, or subject to the laws of the United States, the State of Washington, Skagit County, the Town, or any other authority, department, commission board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and individually, a "Governmental Authority").

B. Donor intends to submit to the Town an application for a boundary line adjustment of the Real Property ("BLA"), consistent with the Parties' goal of modifying the Real Property's boundaries as provided for herein. Approval of the BLA, on terms satisfactory to both Parties, is a condition of this donation ("Donation"). Following approval of the BLA, the Parties shall substitute the legal description set forth in **Exhibit A** with that of the legal description of the adjusted Real Property which, together with the Permits, if any, shall comprise the donated real property, as provided for herein (the "Donated Property").

C. Donor has submitted an application to the Washington Department of Natural Resources ("DNR") for a leasehold over certain tidelands more particularly described in the attached **Exhibit B** (the "Potential Leasehold Property"). The Donor's application with the DNR is pending and, to Donor's knowledge, has not been approved. Donor, by entering into this Agreement, is not making any representations, whatsoever, to the Town with respect to the Donor's pending DNR application, its status, or the Potential Leasehold Property.

D. Donor wishes to donate the Donated Property, and the Town wishes to acquire the Donated Property, upon the terms and conditions set forth herein, including but not limited to the covenants mutually agreed to by the Parties set forth in Section 3.6 below, including that the Donated Property shall be used for public recreation and park purposes only.

E. The foregoing Recitals are a material part of this Agreement, including for purposes of representing background relevant to the Donation, defining certain terms, and setting forth the intent of the Parties with respect to the Donation and Donated Property, and by this reference are incorporated herein.

AGREEMENT

NOW, THEREFORE, as a donation and for no monetary consideration, the Parties agree as follows:

1. Donation. Donor agrees to donate and convey the Donated Property to the Town, and the Town agrees to accept the Donated Property from Donor, subject to the terms and conditions set forth in this Agreement.

2. Value of Donated Property. As provided for in the Department of Treasury's Publication 561, revised as of December 2024, as may be subsequently amended ("Publication 561"), the value of the Donated Property ("Donated Property Value") shall be determined a) by a qualified appraisal made, signed, and dated by a qualified appraiser in accordance with the substance and principles of the Uniform Standards of Professional Appraisal Practice ("Qualified Appraiser"); b) meeting the relevant requirements of Regulations Section 1.107A-17(a); c) signed by the qualified appraiser and dated within the date perimeters provided for within the "Qualified Appraisal" requirements of Publication 561; and d) that does not include a prohibited appraisal fee ("Qualified Appraisal"). Donor will retain a Qualified Appraiser for the purposes of obtaining a Qualified Appraisal of the Donated Property. As provided for in Section 3 below, the Town shall cooperate with the Donor with respect to all aspects of the Qualified Appraisal, including but not limited to the execution of Internal Revenue Service Form 8283, Noncash Charitable Contributions. The fees associated with the Qualified Appraisal will be Donor's responsibility to pay on or before Closing and, as provided for in Section 4 below, shall be paid by Donor outside of Closing.

3. Conditions Precedent to Donation. This Agreement is made and executed by the Parties subject to the following conditions precedent and the obligations of the Parties hereunder are subject to the fulfillment, at or prior to Closing, of each of the conditions, any or all of which may be waived in writing:

3.1. Approval of the BLA. Approval of the BLA, as provided for in Recital B above;

3.2. Review of Title. The Town has ordered, at the Town's cost, a commitment for the Title Policy together with legible copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Report"). The Closing/Escrow Agent, as defined in Section 4.2 below, shall contemporaneously provide the Title Report to both the Town and the Donor. The Town shall review the Title Report to determine if all title exceptions set forth in the Title Report are acceptable to the Town ("Permitted Exceptions"). Within five (5) business days of the Town's receipt of the Title Report, the Town shall notify the Donor, in writing, of any exceptions to title set forth in the Title Report that are not approved by the Town. All other exceptions to title set forth in the Title Report shall be deemed Permitted Exceptions. If the Donor notifies the Town that Donor is not able to clear a title exception at or prior to Closing, such notification will be deemed a failure of a condition precedent to Closing and the Town will have the option to either i) terminate this

Agreement by providing written notice to the Donor within five (5) business days of the date of the Donor's written notice to the Town; or ii) waive its objection to such title exceptions. If the Town fails to provide Donor with written notice within the five (5) business day period, the Town shall have been deemed to have waived its objections to the Title Report and shall proceed to Closing;

3.3. Title Policy. At the Closing, Donor shall convey to the Town marketable and insurable fee simple title to the Donated Property by a duly executed and acknowledged bargain and sale deed ("Deed") in a form agreed upon by the Parties, and including the Deed restrictions provided for herein. Evidence of delivery of marketable and insurable fee simple title will be the issuance by the Title Company to the Town of a standard owner's policy of title insurance in the amount of the Donated Property Value, insuring fee simple title to the Real Property in Town, subject only to the Permitted Exceptions ("Title Policy");

3.4. Qualified Appraisal. Donor's receipt, and approval, of the Qualified Appraisal;

3.5. Internal Revenue Service Form 8283. Delivery of the Internal Revenue Service Form 8283 into Escrow, signed by Donor, the Town, and the Qualified Appraiser;

3.6. Deed Conditions and Restrictions. Delivery of the Deed, in the form provided for herein, which, at Closing shall be recorded in Skagit County, evidencing the donation of the Donated Property to the Town subject to the perpetual Deed conditions and restrictions set forth therein, all of which shall survive Closing and which shall include the following:

a. Use. The Donated Property shall be used by the Town for public recreation and park purposes only, including use as a view corridor. Improvements on the Donated Property shall be consistent with this use;

b. Right of First Refusal. In the event the Town opts to sell, transfer, or otherwise convey the Donated Property, Donor, Harold Harlan, Maureen Harlan, and their respective members, heirs, and successors (collectively, "Harlans"), reserve the right of first refusal to re-acquire the Donated Property, at no cost ("Right of First Refusal"), and may, at the Harlans' option, exercise such right of first refusal within thirty (30) days of receipt of written notice of the Town's decision to sell, transfer, or otherwise convey the Donated Property ("Town's Written Notice"). The Town's Written Notice shall be provided to Donor, with a copy to Skagit Law Group, PLLC, as provided for in Section 16 below. In the event the Harlans are provided with the Town's Written Notice and elect not to timely exercise their Right of First Refusal within the thirty (30) day period from receipt of the Town's Written Notice, the Town may sell, transfer, or otherwise convey the Donated Property free of the Harlans' Right of First Refusal subject to Harlans' continuing Right of First Refusal as provided for herein. If the Town, after providing the Harlans with the Town's Written Notice, does not sell the Donated Property within sixty (60) days of the date of the Town's Written Notice, and instead retains the Donated Property, the Harlans' Right of First Refusal shall not be waived and shall be a continuing right as provided for herein.

c. Fencing. Within six months of the recording of the Deed, the Town shall construct fencing, at the Town's expense within and along the entirety of the southern border of the Donated Property ("Fencing"). The Town shall confer with the Donor with respect to the materials, design, and specifications of the Fencing, all of which shall be subject to, and

conditioned upon, Donor's prior written approval. The Town shall be obligated to maintain, and replace, the Fencing consistent with the Parties' mutual goals of maintaining structurally sound and attractive Fencing, intended, in part, to protect the privacy, and value, of Donor's real property adjacent to the Donated Property;

d. Height Restriction. The Park improvements shall not exceed twelve feet in height measured from the median of the sidewalk adjacent to the Donated Property;

e. Maintenance. Both prior to, and following construction of the Park improvements, the Town shall maintain the Donated Property, and park improvements, in at least in the same condition as the Town's other parks;

f. Use. The use of the Park, including park hours, use, and other regulations, shall be consistent with the use, hours, and regulations of the Town's other parks;

g. Livestock. No livestock, including but not limited to chickens, horses, llamas, alpacas, or cattle shall be permitted on the Donated Property;

h. Environmental Compliance. The Town shall comply with all applicable environmental local, state, and federal, laws, rules, and regulations concerning, or related to the Donated Property, including, but not limited to contaminants, waste and its disposal, water pollution, and erosion; and

i. Park Name. The Donated Property shall be known, and referred to as, O'Leary's Landing and, following construction of the Park shall be known, and referred to as, O'Leary's Landing Park.

(collectively, "Deed Restrictions"). The Parties agree that if any of the Deed Restrictions are not complied with by the Town, the Harlans may, at their discretion, elect to have the Donated Property revert back to the Harlans at no cost.

4. Closing.

4.1. Closing Date. The acquisition contemplated in this Agreement shall close no later than _____, 2025 ("Closing"). The Town shall be entitled to possession after Closing.

4.2. Closing/Escrow Agent. The Closing/Escrow Agent shall be Land Title and Escrow of Skagit County, 111 E George Hopper Rd, Burlington, WA 98233.

4.3. Closing Costs and Prorations.

a. Closing Fees. At Closing, the Town shall pay all escrow fees and costs, recording costs, and any real estate excise tax, and the associated filing fee, together with the other fees and costs allocated to the Town as provided for herein. Each Party shall pay its own attorneys' fees and costs incurred with respect to this Donation;

b. Title Policy. The Town shall pay all costs associated with the Title Policy, including but not limited to the cost of any and all endorsements to the Title Policy as may be requested by the Town;

c. Taxes and Utilities. The Closing/Escrow Agent shall pro rate the Donated Property's property taxes and assessments due and owing as of Closing. Donor shall pay any utilities due and owing on the Donated Property prior to Closing and outside of Escrow;

d. Appraisal Fees. Donor shall pay, outside of Closing, the fees associated with the Qualified Appraisal;

e. Preliminary Closing Adjustment. Donor and the Town shall cooperate with the Closing/Escrow Agent with respect to the Closing/Escrow Agent's preparation of the preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 4.3 will be made on a per diem basis. The preliminary Closing Statement, and the apportionments or prorations reflected therein, will be based upon verified sums to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on verified sums on the Closing Date, then such sums will be calculated based on Donor's and Town's good faith estimates thereof, subject to reconciliation as hereinafter provided; and

f. Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the verified figures are available as to any items that were estimated on the Closing Statement, it is determined any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the verified figures as soon as feasible. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall, within five days from the determination thereof, pay the sum owed.

4.4. Deliveries at Closing.

a. Deliveries by Donor. On or before Closing, Donor shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following documents:

i. The Deed conveying to the Town good marketable and insurable fee simple title to the Donated Property, free and clear of all liens, restrictions and encumbrances, other than the Permitted Exceptions, and subject to the Deed Restrictions set forth in Section 3.6 above;

ii. A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.;

iii. Form 8283;

iv. All original contracts, permits, licenses, and government approvals, if any, affecting the Donated Property;

v. The sum, if any, required pursuant to Section 4, in immediately available funds;

vi. A completed real estate excise tax affidavit and supplemental statement attesting to the absence of underlying debt on the Donated Property in accordance with WAC 458-61A-201 (collectively, "REETA");

vii. Studies, drawings, designs, and other design documents, if any (the “Design Documents”) prepared by Donor, or Donor’s agents, with respect to the Donated Property, or the Potential Leasehold Property; and

viii. Such documentation and/or funds as Escrow Agent may reasonably require, or otherwise required to close the escrow and consummate the transfer of the Donated Property pursuant to the terms hereof.

b. Deliveries by the Town. On or before Closing, the Town shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following to be executed and delivered by the Town to Donor:

i. The amounts required under Section 4.3 in immediately available funds;

ii. Form 8283;

iii. The REETA, attesting to the fact the Town has not, and will not subsequent to Closing, satisfy any underlying debt on the Donated Property, all in accordance with the provisions of WAC 458-61A-201; and

iv. Such documentation as Escrow Agent/Closing Agent or the Donor may reasonably require or may otherwise be required to close the Donation and consummate the donation of the Donated Property to the Town pursuant to the terms hereof.

c. Reservations and Covenants. The Donated Property shall be subject to the perpetual Reservations and Covenants, which shall be set forth and incorporated and recorded against the Donated Property at Closing. The Deed conveying the Donated Property to the Town shall contain the express statement the conveyance is subject to the perpetual Deed Restrictions set forth in Section 3.6.

d. Actions of Closing/Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Closing/Escrow Agent shall:

i. Prepare settlement statements and obtain signed copies from the Donor and the Town;

ii. File the Real Estate Excise Tax Affidavit and the Supplemental Statement;

iii. Substitute the legal description of the Donated Property (reflecting the adjusted legal description post-BLA) over the parties’ signature for the legal description set forth in **Exhibit A** hereof;

iv. Record the Deed:

v. Pay real estate taxes, real estate excise taxes, recording fees, escrow fees, and the Title Insurance premium:

vi. Issue and deliver the Title Policy to the Town: and

vii. Deliver the above referenced documents to each applicable Party.

5. Hold Harmless. The Town shall indemnify, defend, protect, and hold Donor harmless from any and all actions and claims brought by or on behalf of by any architect, engineer, or land surveyor for future use of the Design Documents.

6. Representations and Warranties of Donor. In addition to the express representations and warranties expressly set forth in this Agreement, Donor makes the following representations and warranties to the Town as of the date of this Agreement:

6.1. Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Donor to the Town, or to the Closing/Escrow Agent, pursuant to this Agreement, have been, or will be, duly executed and delivered by Donor and constitute the valid and binding obligations of Donor, enforceable in accordance with their terms. Donor has the authority, and has taken, or will take, the action needed to enter into this Agreement to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (a) the organizational documents of Donor; or (b) any material instrument, contract, or other agreement to which Donor is a party which affects the Donated Property;

6.2. Non-Foreign Status. Pursuant to Section 1445 of the Internal Revenue Code, Donor is not a foreign person or nonresident alien as defined within that section. Donor understands the Town may disclose this statement to the Internal Revenue Service;

6.3. Proceedings and Litigation. To Donor's actual present knowledge, without any obligation to investigate ("Knowledge"), a) there are no existing or pending suits, claims, proceedings, or actions with respect to any aspect of the Donated Property nor, to the Knowledge of Donor, have any such actions, suits, proceedings, or claims been threatened or asserted during the period of Donor's ownership of the Donated Property, and b) there are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws pending against Donor;

6.4. Condemnation. To Donor's Knowledge, there is no pending condemnation action affecting the Donated Property;

6.5. Donor Sole Owner. Donor is the sole fee owner of the Donated Property and has good and marketable title thereto;

6.6. No Contracts and Commitments. Except for this Agreement, Donor is not a party to any other contract or agreement providing for the transfer or other conveyance of the Donated Property, or any portion thereof;

6.7. Donor's Performance. To Donor's Knowledge, it is not in default under any contract affecting the Donated Property to which Donor is a party; and

6.8. Governmental Compliance. To Donor's Knowledge, Donor has not received written notice of any violation of any statute, law, ordinance, or regulation of any Governmental Authority that would require remedial action by Donor or would require repairs or alterations to the Donated Property, or any portion of the Donated Property.

7. Town's Representations, Warranties, and Covenants. In addition to the representations and warranties set forth in other Sections of this Agreement, the Town makes the following representations and warranties to Donor set forth in this Section 7. Each representation

and warranty: (a) is material and relied upon by Donor; (b) is true in all respects as of the Effective Date; (c) will be true in all respects on the Closing Date; and (d) shall survive Closing:

7.1. Authority/Binding Agreements. The Town has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery, and performance of this Agreement has been duly authorized and no other action by the Town is requisite to the valid and binding execution, delivery, and performance of this Agreement;

7.2. Qualified Organization. The Town is a political subdivision of the State of Washington and a qualified organization under Section 170(c) of the Internal Revenue Service Code and is otherwise able to accept the charitable donation of the Donated Property; and

7.3. As-Is. The Town expressly acknowledges it is taking the Donated Property subject to the provisions of this Agreement, including but not limited to those in Sections 3 and 10.

8. Leasehold. Donor shall reasonably cooperate with the Town in assigning to the Town any rights it may have in its pending DNR application, provided there is no risk or expense to the Donor in doing so. Donor makes no warranty or statement, whatsoever, as to the status of the Leasehold Application or its completeness, and expressly disclaims any and all such warranty or statements. At the Town's request, Donor shall withdraw its application for the Leasehold Application and Donor may withdraw its Leasehold Application at any time, on its own initiative.

9. Anti-Terrorism Laws. Neither Town nor Donor, nor any of their members or managers, or with respect to the Town, its elected officials or representatives, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders, and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub.L.No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums including, without limitation, at <http://www.treas.gov/ofac/tllsnd.pdf>).

10. "AS IS" Transaction; Release; Disclosures.

10.1 As-Is Conveyance. This is an as-is conveyance subject only to Donor's express representations and warranties expressly set forth in Section 6, and expressly set forth in the documents delivered by Donor at Closing (collectively, the "Donor Express Representations"). The Town acknowledges its prior ownership and control of the Donated Property and opportunity, and obligation, to fully inspect the Donated Property and conduct its due

diligence and review of all aspects of the Donated Property, including but not limited to its intended use of the Donated Property and the Deed Restrictions.

10.2 **Town's Acceptance.** The Town accepts the Donated Property in its current condition with all faults, conditions, and restrictions thereon, including but not limited to the Deed Restrictions. Any written or oral information, reports, statements, documents, or records concerning the Donated Property ("Disclosures") provided or made available to the Town or the Town's representatives by Donor or Donor's representatives shall not be representations or warranties. In acquiring the Donated Property, or taking other action hereunder, the Town has not and will not rely on any such disclosures (except to the extent covered by the Donor's representations), but rather, the Town shall rely only on the Town's own inspection and due diligence review of the Donated Property and of the Deed Restrictions. The Town acknowledges this Agreement reflects the fact the Donated Property is being transferred "AS IS," "WHERE IS," and with all faults. The forgoing specifically includes warranties with respect to the existence, or non-existence, of any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70A.305, ("Hazardous Substances") all as amended and subject to all regulations promulgated thereunder (collectively, "Environmental Laws"), or claims arising out of the actual, or threatened, discharge, disposal, seepage, mitigation, or escape of such Hazardous Substances of, from, or onto the Donated Property. The Town hereby fully releases the Donor, and Donor's members, managers, agents, and representatives arising out of or related to the condition of the Donated Property, including but not limited to the deposit or release of Hazardous Substances. The Town waives any right it may have to a disclosure statement under RCW 64.06.010.

11. **Consideration.** There shall be no monetary consideration paid by the Town to Donor under the terms of this Agreement. To the extent there is any debt with respect to the Donated Property, the Town shall not assume such debt and Donor shall remain solely responsible for all debt underlying the Donated Property at the time of transfer.

12. **Condemnation; Casualty.** Donor shall promptly notify the Town, in writing, of any casualty or condemnation proceeding commenced with respect to the Donated Property, of which Donor has Knowledge, prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Donated Property, then the Town may elect, by written notice to Donor within five (5) days after receipt of Donor's written notice, to terminate this Agreement, in which event neither Party shall have any further rights or obligations hereunder. If the Town does not terminate this Agreement, then Town shall accept the Donated Property in its then condition and close the Donation as provided for herein.

13. **Brokerage.** Neither Party is represented by a licensed real estate agent or broker, or other person or entity, who can claim a right to a commission or a finder's fee regarding the Donated Property and shall indemnify, defend, and protect the other Party from any claim with respect to a commission or finder fee.

14. **Attorneys' Fees and Costs.** Should either Party bring any action against the other Party related in any way to this Agreement, the substantially prevailing Party will be

awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15. Closing/Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Donation Agreement. It is agreed that the duties of Closing/Escrow Agent are only as herein specifically provided and ministerial in nature. The foregoing shall not limit the liability of Escrow Agent as the title insurer under the terms of the Owner's Policy (such liability being in accordance with the terms of such Owner's Policy). The provisions hereof will constitute joint instructions to the Closing Escrow Agent to consummate the transfer in accordance with the terms and provisions hereof, provided, however, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed herein. The provisions of this Section will survive the Closing or earlier termination of this Agreement.

16. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) one Business Day after having been deposited for overnight delivery with any reputable overnight courier service; or (d) three Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

<i>If to Donor:</i>	321 N. 1 st Street, LLC <u>Attn:</u> Mr. Harold Harlan, its Member P.O. Box 39 La Conner, WA 98257 <u>Email:</u> dtmith@hotmail.com
<i>Copy to:</i>	Skagit Law Group, PLLC Laura Minton Breckenridge 227 Freeway Drive, Suite B P.O. Box 336 Mount Vernon, WA 98273 <u>Email:</u> laura@skagitlaw.com
<i>If to the Town:</i>	Town of La Conner <u>Attn:</u> Town Administrator P.O. Box La Conner, WA 99206 <u>Email:</u> administrator@townoflaconner.org
<i>If to Escrow Agent:</i>	Land Title and Escrow Attn: Shelley Miner, Corporate Escrow Manager 111 East George Hopper Road Burlington, WA 98233 Email: shelley@ltco.com

17. Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Skagit County, Washington.

18. Integration: Modification: Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete and final expression of the agreement of the Parties relating to the Donated Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Parties.

19. Counterpart Execution. This Agreement may be executed in several counterparts, via electronic signature, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

20. Headings: Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

21. Time of the Essence. Time is of the essence in this Agreement and of the obligations of the Parties to transfer the Donated Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

22. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

23. Binding Effect. This Agreement is binding upon and inures to the benefit of the Donor and the Town, and, with respect to the Donor, its respective members and managers, and their heirs, successors, and permitted assigns.

24. Further Acts. In addition to the acts recited in this Agreement to be performed by Donor and the Town, Donor and the Town agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(Signatures on following pages.)

TOWN OF LA CONNER. a municipal corporation

By: _____
Mayor Marna Hanneman

Attest:

Town Clerk

Approved as to form:

Town Attorney

321 N. 1ST STREET, LLC, a Washington
limited liability company

By: _____
Harold Harlan, its Member

By: _____
Maureen Harlan, its Member

EXHIBIT A
LEGAL DESCRIPTION OF DONATED PROPERTY

[to follow, following Lot Line Adjustment]

EXHIBIT B
POTENTIAL LEASEHOLD PROPERTY DESCRIPTION

**Comprehensive Plan
Preliminary Review**

New Business

- 1) Resolution – Town Policy for Utility Billing Inserts**
- 2) Banner Approval – Big Foot Fun Fest**
- 3) Agreement – Eager Beaver Tree Removal**

Resolution
Town Policy for Utility Billing
Inserts

**Town of La Conner
Utility Billing Inserts Policy**

- A. Purpose. This policy defines the criteria for printed materials added to utility bills sent to utility customers, and the process for submitting a utility billing insert proposal.
- B. Last revised: March, 2025
- C. Policy
1. The Town of La Conner sends out utility billings every month and has enough envelope capacity to allow the insertion of two double sided pages.
 2. Town of La Conner inserts shall take priority over the inserts of all other eligible entities.
 3. Eligible participating agencies shall include other local governments and Town governmental agencies to include Town commissions and committees. The Town of La Conner reserves the right to determine agency eligibility for participation in the program.
- D. Size
1. The inserts must fit into a #10 regular envelope
 2. Inserts combined with the utility bill can not exceed the standard postage weight of 1 ounce.
- E. Scheduling
1. Message proposals must be submitted to the Town Clerk two months before the desired delivery month and provide the insert two weeks before the mailing of the billing invoices.
 2. Inserts shall be scheduled on a first come, first serve basis.
 3. The Town reserves the right to reschedule or cancel scheduled inserts in the event the inclusion of a Town insert becomes necessary.

Banner Approval
Big Foot Fun Fest

MEMORANDUM

TO: Town Council
FROM: Planning Staff
SUBJECT: Friends of Bigfoot Fun Fest Banner
DATE: April 3, 2025

Danielle Dunlap with Mystic Art Supply has submitted a special events application for a Town event in September called the "Friends of Bigfoot Fun Fest." This is a bigfoot themed festival. As part of this special event, Dunlap would like to place the below banner at Gilkey Square. The banner measures 156"x24", and would be mounted to the stanchions on the day of the event with bungee cords. It would be removed at the end of the event. Under LCMC 15.115.070 (9), banners are only allowed when approved by Town Council. The Planning Department, Public Works department, and Fire Department have no concerns with the banner copy, placement, or attachment type.



Agreement
Eager Beaver Tree Removal