



TOWN COUNCIL AGENDA

May 27, 2025 6 PM
Upper Maple Center
204 Commercial Street

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: May 13, 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. Gilkey Square Concerts
2. Agreement – Change Order E&E Construction (WA Ave Post Office Parking)

VIII. NEW BUSINESS

1. Art Donation Acceptance – Name of Art? (Maggie Wilder)
2. Resolution – Town Policy for AI Use
3. Resolution –Town Policy for Heat Related Labor Safety
4. Resolution - Town Policy for Smoke Events
5. Resolution - Town Policy for Commission Appointments
6. Agreement – Spark Cleaning Services
7. Agreement – Infrastructure Improvement Agreement (Skagit Habitat for Humanity)

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
May 13, 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 Tayler, Carlson, Dole, Chamberlain and Wohleb.

Also present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease, Planner Davolio, and Sgt. Holmes of the Sheriff's Department.

Public Comments:

Resident Debbie Aldrich thanked Council for passing Resolution #661, Mitigate Nuclear War at the last Council meeting. Also shared newspapers were archived at Western University.

Mary Melville of New Port Books requested the Sunday concerts be moved to other locations in Town. The loud music has been detrimental to their business. Mayor Hanneman moved the issue to the Mayor Roundtable for further discussion.

Resident Linda Talman is frustrated. There have been no comments from Council or the Planning Commission regarding the information she has shared regarding the Multi Module Transport Committee. She feels nothing she says makes a difference.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the April 22, 2025 Council Meeting.

Accounts Payable:

Checks	28078 - 28142	\$341,119.33
Electronic Pmts.	2018339– Invoice Cloud	\$171.80
	2018340 – US Bank	\$696.59
Total May 13, 2025 Accounts Payable		\$341,987.73

Payroll of May 5, 2025:

Checks 6086 - 6093		\$2,446.65
AWC Benefit Trust	#2018334	\$11,474.56
Deferred Comp	#2018335	\$3,049.09
PERS Retirement	#2018336	\$12,349.89
Teamsters Benefit	#2018337	\$9,265.50
Auto Payroll Taxes	#2018338	\$10,586.14
<u>Payroll Auto Deposit</u>		<u>\$30,000.34</u>
Total Payroll		\$79,172.17

Councilmember Chamberlain noticed the names from the last meeting presentation were incorrect.

Councilmember Chamberlain moved to approve the Consent Agenda with the correction of the names. Motion seconded by Councilmember Tayler. Motion carried 5/0.

Chamber Report:

Chamber Director Hurst discussed the drop in attendance this year compared to last year of visitors from Canada. In 2024 his count showed 84,000 and in 2025 it was 31,000. In total, the visitor count was 142,000 down from 2024. Upcoming events are the August 22nd Boat and Car Show and the October 11th Brew on the Slew. He is currently working on a new one day a month locals shopping day. The Chamber has formed an Ambassador Committee to welcome new businesses, as well as started a Strategic Planning meeting that will continue to meet every couple of weeks.

Revenue & Expenditure Reports:

Mayor Hanneman noted the taxes are holding their own.

Department Head Reports:

Public Works:

Public Works Director Lease was disappointed he received no bids for the surplus of the truck. There were two interested, but didn't want to wait for the Town's surplus process. Other discussions included the Water Comp Plan, the new parking spaces by the Post office and the stop work order at 339 Maple Avenue involving drainage.

Planning Department:

Planner Davolio stated April was a very busy month. He expects the Comp Plan to Council for final approval by the end of June and has been working with the Art's Commission on the Creative District.

Sheriff's Department:

Sgt. Holmes noted everything has been pretty good aside of a few complaints of people not stopping at stop signs. He has been issuing warnings this week, but will start enforcement next week.

WWTP:

Plant Operator Wynn explained the N.P.D.E.S. Permit noted in his report failed. The State is aware and knows we not capable to treat for that at this time. His Septage dumping numbers have gone up due to closures of other dumping facilities.

Mayor's Report:

Mayor Hanneman reported the following:

- We are getting ready for the 4th of July parade, which will include the closure of First Street.
- Thrive and the Swinomish Tribe are working on activities for Pride Month in June.
- Skagit Watershed is having a short story contest on the topic of salmon fishing.
- She is still receiving thank you cards for the passing of Resolution 661 on abolishing nuclear weapons.
- The Art's Commission has two vacant positions and the Emergency Management Commission has one.

Council Committee Reports:

Arts Commission:

Councilmember Taylor also noted the Commissions two vacant positions and the work towards the Creative District. The Commission is in the process of inventorying all the Town owned art to include the artist and information about it. Also, they have discussed an update of the website.

Fire Department:

Councilmember Carlson saw the new fireboat. It is about half complete and expected to be done by the end of July.

Emergency Management Commission:

Councilmember Dole reported they will be reaching out to the Tribe in September to engage in shared emergency planning. Also, they have been working with the high school to start a CERT program as well as having a student to create a visual map of the community emergency shelters.

Quarterly Tribe and Shelter Bay Meeting:

Councilmember Chamberlain attended the meeting in place of the Mayor. It was a positive meeting with a lot of things in common and potential of sharing resources.

Town Policy – Utility Inserts:

Administrator Thomas made the changes as discussed previously by Council.

Councilmember Chamberlain moved to approve the Town Policy for Utility Inserts. Motion seconded by Councilmember Dole. Motion carried 5/0.

Agreement – La Conner Library Summer Reading Program:

The La Conner Library explained changed the funding for the tutoring of ten students to a summer reading program for 100 students.

Councilmember Chamberlain moved to approve the Mayor to sign the Agreement with the La Conner Library for funding the summer reading program. Motion seconded by Councilmember Wohleb. Motion carried. 5/0

Invitation to Bid – Surplus of the 2008 Northwind Marina Fire Boat:

Public Works Director Lease explained he doesn't have the time to get the boat operational and has no space to store it. The minimum bid for both the boat and the trailer is \$10,000.

It was the consensus of the Council to move forward with the surplus of the 2008 Northwind Marina Fire Boat with a minimum of \$10,000.

E&E Construction Road Closure Plan:

Public Works Director Lease stated this is for the Pedestrian Improvement for Washington Street and Road Street Project. The project will take 2 ½ to 3 months to complete

Councilmember Wohleb moved to approve E&E Construction Road Closure Plan for the Pedestrian Improvement of Washington and Road Street Project. Motion seconded by Councilmember Taylor. Motion carried 5/0.

Coastal Zone Management Funding Support:

Administrator Thomas explained Federal funding was cut for the Department of Ecology Coastal Management program. They are asking for support by signing a letter prepared by the State.

Councilmember Dole moved to approve the Mayor to sign the letter in support of the Coastal Zone Management funding. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Resolution 662 – In Recognition of Bud Moore:

Councilmember Chamberlain read the resolution honoring Bud Moore, a life long resident of La Conner who served two Mayoral Terms, instrumental in building of Maple Hall and many more selfless contributions to the community.

Councilmember Taylor moved to approve Resolution 662 In Recognition of Bud Moore. Motion seconded by Councilmember Dole. Motion carried 5/0.

Resolution 663 – Appointment to the County Emergency Management Board - Thomas:

Administrator Thomas explained this resolution sets the appointment to the County Emergency Management Board.

Councilmember Dole moved to approve Resolution No. 663 naming Administrator Thomas as the Town representative for the appointment on the County Emergency Management Board. Motion seconded by Councilmember Carlson. Motion carried 5/0

Mayor Roundtable:

Items Discussed were as follows:

- Request from Ollie Iversen to rename the Pioneer Park Pavillion after Bud Moore at the next Pioneer Picnic in August. It was the consensus of the Council to rename the Pioneer Park Pavillion after Bud Moore.
- Plan a Pre-Budget meeting in July. Staff will provide some dates.
- Sunday Concerts in Gilkey Square have been a major revenue loss for the New Port Books. The music is very loud and employees don't want to work on that day. Suggestions for relocating the concerts were at the Port, Dirty Biter Park and the North end of First Street. Staff will gather information on other locations for Council to have further discussions.
- The Library will have their second annual Junior Art Walk Friday May 16 through May 18th. Art will be displayed throughout Town.
- Request to put a trash can and doggie bags at Maple Field. After discussions, it was noted there are doggie bags available at the ball field. It is up to Public Works on putting out a garbage can.

- There are residents and merchants that dump their garbage in the Towns cans. This has been going on for years.

There being no further business the meeting ended at 7:21 p.m.

Maria DeGoede, Finance Director

Marna Hanneman, Mayor



TOWN OF LA CONNER

CLAIMS CLEARING

We, the undersigned Town Council of the Town of La Conner, Skagit County, Washington, do hereby certify that the merchandise or services hereinafter specified for the May 27, 2025 Claims have been received and that;

Checks Numbered:	28143 – 28176	\$182,988.35
Auto Payments:		
Excise Tax	#2018342	\$8,763.37

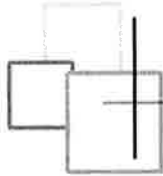
Are approved for a total payment of \$191,751.72 this 27th day of May 2025.


Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Alumichem					
	28143			2025 - May - Second Council Meeting	
		Invoice - INV25096			
			Emulsion Polymer		
			409-000-535-80-48-05	Materials/Testing	\$6,900.28
		Total Invoice - INV25096			\$6,900.28
	Total 28143				\$6,900.28
Total Alumichem					\$6,900.28
Arne Svendsen Trucking, Inc.					
	28144			2025 - May - Second Council Meeting	
		Invoice - 64063			
			5/8"x0" Crushed Rock		
			401-000-534-80-48-03	System Repair & Maintenance	\$476.02
		Total Invoice - 64063			\$476.02
	Total 28144				\$476.02
Total Arne Svendsen Trucking, Inc.					\$476.02
Birch Equipment					
	28145			2025 - May - Second Council Meeting	
		Invoice - 300133-5			
			Boom Lift Rental		
			401-000-534-80-48-03	System Repair & Maintenance	\$4,078.19
		Total Invoice - 300133-5			\$4,078.19
		Invoice - 305809-5			
			18" Diamond Blade Trio		
			005-000-542-64-35-00	Small Tools & Equipment	\$434.11
		Total Invoice - 305809-5			\$434.11
	Total 28145				\$4,512.30
Total Birch Equipment					\$4,512.30

Vendor	Number	Reference	Account Number	Description	Amount
Brent McElroy - dba La Conner Guitar Festival	28146			2025 - May - Second Council Meeting	
			McElroy-Guitar Festival Maple Hall/Garden Club Dep Ref 5/19/25		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$7.50
	Total				\$7.50
	Total 28146				\$7.50
Total Brent McElroy - dba La Conner Guitar Festival					\$7.50
Canon Financial Services INC.	28147			2025 - May - Second Council Meeting	
		Invoice - 40515869			
		Copier Lease			
		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%			
	Total Invoice - 40515869				\$188.93
	Total 28147				\$188.93
Total Canon Financial Services INC.					\$188.93
Cascade Natural Gas Corp	28148			2025 - May - Second Council Meeting	
		Invoice - CasNatGasMay2025			
		Utility - Gas			
		001-000-518-30-47-00		Public Utility Services	\$289.68
		204 Douglas-Town Hall			
		001-000-522-20-47-00		Public Utility Services	\$68.16
		12142 Chilberg-Fire Hall			
		003-000-575-50-47-01		Public Utility Services-MH/MC	\$96.97
		108 Commercial-MH/MC			
		003-000-575-50-47-02		Public Utility Services-GC	\$195.79
		622 S 2nd Street-GC			
		401-000-534-80-47-00		Public Utility Services	\$88.74
		604 N 3rd Street - PW			
		409-000-535-80-47-00		Public Utility Services	\$170.73
		12154 Chilberg - WWTP			
		409-000-535-80-47-00		Public Utility Services	\$713.05

Vendor	Number	Reference	Account Number	Description	Amount
			12154 B Chilberg - Sewer		
		Total Invoice - CasNatGasMay2025			\$1,623.12
	Total 28148				\$1,623.12
Total Cascade Natural Gas Corp					\$1,623.12
Crystal Springs					
	28149			2025 - May - Second Council Meeting	
		Invoice - 5383122 051425			
		Distilled Water			
		409-000-535-80-31-02	Lab Supplies		\$60.83
			WWTP Distilled Water		
		Total Invoice - 5383122 051425			\$60.83
	Total 28149				\$60.83
Total Crystal Springs					\$60.83
Department of Ecology					
	28150			2025 - May - Second Council Meeting	
		Invoice - LAU-WA-W455-25			
		WWTP Lab Renewal			
		409-000-535-80-49-00	Dues & Subscriptions		\$975.00
		Total Invoice - LAU-WA-W455-25			\$975.00
	Total 28150				\$975.00
Total Department of Ecology					\$975.00
Eurofins Environment Testing NW					
	28151			2025 - May - Second Council Meeting	
		Invoice - 25-10423			
		Compost Testing			
		412-000-554-90-48-05	Compost Testing/Materials		\$1,141.00
			Compost Testing		
		Total Invoice - 25-10423			\$1,141.00
		Invoice - 25-12049			
		Effluent Testing			
		409-000-535-80-48-05	Materials/Testing		\$35.00
			Sewer Testing		
		Total Invoice - 25-12049			\$35.00
		Invoice - 25-12654			
		Effluent Testing			
		409-000-535-80-48-05	Materials/Testing		\$52.50
			Sewer Testing		
		Total Invoice - 25-12654			\$52.50

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 25-13227			
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$26.00
				Water Testing	
		Total Invoice - 25-13227			\$26.00
		Invoice - 25-14729			
			Coliform Testing		
			401-000-534-80-41-00	Professional Services	\$26.00
				Water Testing	
		Total Invoice - 25-14729			\$26.00
	Total 28151				\$1,280.50
	Total Eurofins Environment Testing NW				\$1,280.50
Farmers Equipment Company Inc					
	28152			2025 - May - Second Council Meeting	
		Invoice - BUR2012829			
			Repaired Hdraulic Couplers on Sweeper		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,257.40
		Total Invoice - BUR2012829			\$1,257.40
	Total 28152				\$1,257.40
	Total Farmers Equipment Company Inc				\$1,257.40
Fastenal Company					
	28153			2025 - May - Second Council Meeting	
		Invoice - WAANA161811			
			Wipers, Gloves, 1 1/4 Cap & 3/4 THRDPIPENPL		
			409-000-535-80-31-00	Office & Operating Supplies	\$427.09
		Total Invoice - WAANA161811			\$427.09
		Invoice - WAANA162100			
			Nitrate Gloves		
			409-000-535-80-31-00	Office & Operating Supplies	\$484.53
		Total Invoice - WAANA162100			\$484.53
	Total 28153				\$911.62
	Total Fastenal Company				\$911.62
Frontline Cleaning Services					
	28154			2025 - May - Second Council Meeting	
		Invoice - 38273			
			Public Restroom Cleaning		
			003-000-575-50-48-05	Public Restrooms - Repair & Maint.	\$5,280.00
		Total Invoice - 38273			\$5,280.00
	Total 28154				\$5,280.00
	Total Frontline Cleaning Services				\$5,280.00

Vendor	Number	Reference	Account Number	Description	Amount
Grainger	28155			2025 - May - Second Council Meeting	
		Invoice - 9491646643			
		Handheld Sprayer			
		409-000-535-80-31-00		Office & Operating Supplies	\$20.39
		Total Invoice - 9491646643			\$20.39
		Invoice - 9499189570			
		Tubing			
		409-000-535-80-31-02		Lab Supplies	\$76.82
		Total Invoice - 9499189570			\$76.82
		Invoice - 9500856993			
		Electric Washer			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$408.12
		Total Invoice - 9500856993			\$408.12
	Total 28155				\$505.33
Total Grainger					\$505.33
Granich Engineered Products, Inc.	28156			2025 - May - Second Council Meeting	
		Invoice - BI-0378489			
		RAS Pump Repairs - Rotating Assemblies			
		409-000-535-80-48-01		Plant Repair & Maintenance	\$4,231.70
		Total Invoice - BI-0378489			\$4,231.70
	Total 28156				\$4,231.70
Total Granich Engineered Products, Inc.					\$4,231.70
H.D. Fowler Company	28157			2025 - May - Second Council Meeting	
		Invoice - 16996551			
		Water Meter Supplies			
		401-000-534-80-48-03		System Repair & Maintenance	\$5,633.65
		Total Invoice - 16996551			\$5,633.65
	Total 28157				\$5,633.65
Total H.D. Fowler Company					\$5,633.65
John H. Hanks	28158			2025 - May - Second Council Meeting	
		Invoice - 7808			
		Troubleshoot Email Issues,Wifi Connections and Printers			
		001-000-511-60-31-00		Council Office & Operating Sup	\$120.00
		001-000-518-30-48-00		Computer/Server Maintenance	\$226.29
		004-000-575-50-41-00		Professional Services	\$120.00
		Total Invoice - 7808			\$466.29
	Total 28158				\$466.29
Total John H. Hanks					\$466.29

Vendor	Number	Reference	Account Number	Description	Amount
Liquivision Technology	28159			2025 - May - Second Council Meeting	
		Invoice - 1217			
			Water Tower Maint.		
			401-000-534-80-48-03	System Repair & Maintenance	\$4,398.30
		Total Invoice - 1217			\$4,398.30
	Total 28159				\$4,398.30
Total Liquivision Technology					\$4,398.30
LITHTEX NW	28160			2025 - May - Second Council Meeting	
		Invoice - 156496			
			Drainage Print Sets		
			403-000-531-38-41-00	Professional Services	\$18.46
		Total Invoice - 156496			\$18.46
	Total 28160				\$18.46
Total LITHTEX NW					\$18.46
Louisa Firethorne	28161			2025 - May - Second Council Meeting	
		Invoice - FirethorneGCDepRef5/10/25			
			Firethorne Garden Club Dep Ref 5/10/25		
			003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund	\$215.00
		Total Invoice - FirethorneGCDepRef5/10/25			\$215.00
	Total 28161				\$215.00
Total Louisa Firethorne					\$215.00
Myriad Industries	28162			2025 - May - Second Council Meeting	
		Invoice - 013284			
			Wide Mouth Dilution Bottles		
			409-000-535-80-31-02	Lab Supplies	\$298.31
		Total Invoice - 013284			\$298.31
	Total 28162				\$298.31
Total Myriad Industries					\$298.31
Napa Auto Parts	28163			2025 - May - Second Council Meeting	
		Invoice - 549302			
			Heavy Duty Grease		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$81.53
		Total Invoice - 549302			\$81.53
		Invoice - 549696			
			Valve, Armor All, Tire Cleaner, Spray Hose Nozzle		
			001-000-522-20-48-02	Vehicle Repair & Maintenance	\$87.98
		Total Invoice - 549696			\$87.98

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 549765			
			Gorilla Tape		
			409-000-535-80-31-00	Office & Operating Supplies	\$9.15
		Total Invoice - 549765			\$9.15
		Invoice - 550122			
			IND Belt & Ultra Duty Grease		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$464.28
		Total Invoice - 550122			\$464.28
		Invoice - 550123			
			CP Screw & Locknut		
			409-000-535-80-31-00	Office & Operating Supplies	\$5.61
		Total Invoice - 550123			\$5.61
		Invoice - 550151			
			Hex Bit Socket		
			403-000-531-38-48-00	Repair & Maintenance	\$7.64
		Total Invoice - 550151			\$7.64
		Invoice - 550272			
			IND Belts		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$276.36
		Total Invoice - 550272			\$276.36
	Total 28163				\$932.55
Total Napa Auto Parts					\$932.55
North Hills Resources					
28164				2025 - May - Second Council Meeting	
		Invoice - 46313			
			Wood Chips/Mulch		
			412-000-554-90-48-05	Compost Testing/Materials	\$2,174.00
		Total Invoice - 46313			\$2,174.00
		Invoice - 46705			
			Mulch		
			412-000-554-90-48-05	Compost Testing/Materials	\$2,771.00
		Total Invoice - 46705			\$2,771.00
	Total 28164				\$4,945.00
Total North Hills Resources					\$4,945.00
Pape' Machinery Exchange					
28165				2025 - May - Second Council Meeting	
		Invoice - 16044218-Credit			
			Credit for Returned Switch		
			412-000-554-90-48-06	Compost Machinery/Equip	(\$313.30)
		Total Invoice - 16044218-Credit			(\$313.30)
		Invoice - 2432123			
			Replaced FNR Switch of Frontloader		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,517.15
		Total Invoice - 2432123			\$1,517.15

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 2432191			
			Replaced Hydraulic Couplers of Frontloader		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,757.24
		Total Invoice - 2432191			\$1,757.24
		Invoice -2432162			
			Replaced Cab Glass of Frontloader		
			412-000-554-90-48-06	Compost Machinery/Equip	\$1,645.88
		Total Invoice -2432162			\$1,645.88
	Total 28165				\$4,606.97
Total Pape' Machinery Exchange					\$4,606.97
Pitney Bowes Bank Inc Reserve Account					
28166				2025 - May - Second Council Meeting	
		Invoice - PitBow5/25Refill			
			5/25 Postage Refill		
			001-000-518-30-42-02	Postage	\$451.51
			001-000-558-60-42-02	Postage	\$166.98
			401-000-534-80-42-02	Postage	\$593.40
			403-000-531-38-42-02	Postage	\$593.40
			409-000-535-80-42-02	Postage	\$593.40
		Total Invoice - PitBow5/25Refill			\$2,398.69
	Total 28166				\$2,398.69
Total Pitney Bowes Bank Inc Reserve Account					\$2,398.69
Puget Sound Energy					
28167				2025 - May - Second Council Meeting	
		Invoice - PSEMay2025			
			Utility - Electric		
			001-000-518-30-47-00	Public Utility Services	\$304.00
				204 Douglas St -Town Hall	
			001-000-522-20-47-00	Public Utility Services	\$459.40
				12142 Chilberg - Fire Dept	
			002-000-576-80-47-00	Public Utility Services	\$11.33
				1340 Conner Way	
			002-000-576-80-47-00	Public Utility Services	\$69.92
				1339 Connor Way - Pioneer Park Gazebo	
			002-000-576-80-47-00	Public Utility Services	\$20.77
				100 Morris - Gilkey Square	
			002-000-576-80-47-00	Public Utility Services	\$268.07
				100 Washington Ave Light- St End Park	
			002-000-576-80-47-00	Public Utility Services	\$26.21
				1339 Conner Way Lights - Pioneer Park Lights	
			003-000-575-50-47-01	Public Utility Services-MH/MC	\$274.10
				104 Commercial - Maple Hall	
			003-000-575-50-47-02	Public Utility Services-GC	\$42.38
				622 S 2nd Street - Garden Club	

Vendor	Number	Reference	Account Number	Description	Amount
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$120.65
			304 Morris St -Public Restroom		
			003-000-575-50-47-05	Public Utility Svcs-Restrooms	\$95.21
			613 1st Street - Public Restroom		
			005-000-542-63-47-00	Public Utility Services	\$304.77
			1st Street Lights #220005384221		
			005-000-542-63-47-00	Public Utility Services	\$28.15
			100 Sherman St		
			005-000-542-63-47-00	Public Utility Services	\$60.94
			12100 Chilberg - Flag pole/Monument lights		
			005-000-542-63-47-00	Public Utility Services	\$68.63
			3rd & Douglas		
			401-000-534-80-47-00	Public Utility Services	\$335.11
			604 N 3rd Street - PW Shop-300000002695		
			401-000-534-80-47-00	Public Utility Services	\$14.85
			1200 S 4th St - Water Tank		
			403-000-531-38-47-00	Public Utility Service	\$180.11
			213 Caledonia - Drainage Pump		
			403-000-531-38-47-00	Public Utility Service	\$62.16
			102 S 6th St - Drainage Pump		
			409-000-535-80-47-00	Public Utility Services	\$39.91
			602 N 3rd Street - Pump		
			409-000-535-80-47-00	Public Utility Services	\$42.06
			622 1st Street - Sewage Vault		
			409-000-535-80-47-00	Public Utility Services	\$10.21
			12154 Chilberg - WWTP Fuel Station		
			Total Invoice - PSEMay2025		\$2,838.94
	Total 28167				\$2,838.94
Total Puget Sound Energy					\$2,838.94
Quality Services					
	28168			2025 - May - Second Council Meeting	
			Invoice - QualSvc4/2025		
			April 2025 Facility Cleaning		
			003-000-575-50-48-01	Building Repair & Maint-MH/MC	\$701.25
			Total Invoice - QualSvc4/2025		\$701.25
	Total 28168				\$701.25
Total Quality Services					\$701.25
Raymond Handling Concepts Corp.					
	28169			2025 - May - Second Council Meeting	
			Invoice - 20415690		
			Polaris Pro XD Full Size Work Vehicle w Trailer		
			002-000-576-80-35-00	Small Tools & Equipment	\$5,422.33
			005-000-542-64-35-00	Small Tools & Equipment	\$5,422.33
			401-000-534-80-35-00	Small Tools & Equipment	\$5,422.33

Vendor	Number	Reference	Account Number	Description	Amount
			403-000-531-38-35-00	Small Tools & Equipment	\$5,422.33
		Total Invoice - 20415690			\$21,689.32
	Total 28169				\$21,689.32
Total Raymond Handling Concepts Corp.					\$21,689.32
Sherwin Williams Co.					
28170				2025 - May - Second Council Meeting	
		Invoice - 6335-1			
		GLS-Bead			
		005-000-542-64-48-03		System Repair & Maintenance	\$247.48
		Total Invoice - 6335-1			\$247.48
		Invoice - 7765-8			
		GLS Bead			
		005-000-542-64-48-03		System Repair & Maintenance	\$49.45
		Total Invoice - 7765-8			\$49.45
	Total 28170				\$296.93
Total Sherwin Williams Co.					\$296.93
Skagit County Sheriff Office					
28171				2025 - May - Second Council Meeting	
		Invoice - 3863			
		Policing Services			
		001-000-521-20-41-00		Professional Services	\$98,508.75
				Skagit Co Sheriff contract	
		Total Invoice - 3863			\$98,508.75
	Total 28171				\$98,508.75
Total Skagit County Sheriff Office					\$98,508.75
Skagit Valley Publishing					
28172				2025 - May - Second Council Meeting	
		Invoice - 56316			
		Municipal Code Updates			
		001-000-558-60-44-00		Advertising	\$91.46
		Total Invoice - 56316			\$91.46
		Invoice - 56539			
		Public Notice Historic Design Review - 512 S. First			
		001-000-558-60-44-00		Advertising	\$96.84
		Total Invoice - 56539			\$96.84
	Total 28172				\$188.30
Total Skagit Valley Publishing					\$188.30

Vendor	Number	Reference	Account Number	Description	Amount
U.S. Bank	28173			2025 - May - Second Council Meeting	
		Invoice - 2025IngTurSum			
		Inaugural Tourism Summit Registration - Mayor			
		001-000-513-10-49-00		Mayor Training & Meetings	\$28.52
		Total Invoice - 2025IngTurSum			\$28.52
		Invoice - Amazon0003457			
		Vent Cap			
		002-000-576-80-48-01		Building Repair & Maintenance	\$11.84
		Total Invoice - Amazon0003457			\$11.84
		Invoice - Amazon0754659			
		Business Cards for Compost and Yard Waste Sales			
		412-000-554-90-48-05		Compost Testing/Materials	\$104.07
		Total Invoice - Amazon0754659			\$104.07
		Invoice - Amazon1162618			
		Sharpie Markers, Pens, Binder, Batteries, Triangular Rule & Legal Pads			
		401-000-534-80-31-00		Office & Operating Supplies	\$245.86
		Total Invoice - Amazon1162618			\$245.86
		Invoice - Amazon1864236			
		Calculator Ink Ribbon & Adding Machine Tape			
		001-000-518-30-31-00		Office & Operating Supplies	\$18.29
		001-000-518-30-31-00		Office & Operating Supplies	\$17.38
		Total Invoice - Amazon1864236			\$35.67
		Invoice - Amazon2020212			
		Door Weather Stripping			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$15.21
		Total Invoice - Amazon2020212			\$15.21
		Invoice - Amazon3118644			
		Gel Roller Pens			
		401-000-534-80-31-00		Office & Operating Supplies	\$17.98
		Total Invoice - Amazon3118644			\$17.98
		Invoice - Amazon4241013			
		Roof Sealant			
		002-000-576-80-48-01		Building Repair & Maintenance	\$41.18
		Total Invoice - Amazon4241013			\$41.18
		Invoice - Amazon4917839			
		Monthly Planner			
		401-000-534-80-31-00		Office & Operating Supplies	\$23.46
		Total Invoice - Amazon4917839			\$23.46
		Invoice - Amazon5683418			
		Smoke & Carbon Monoxide Detector			
		003-000-575-50-48-02		Building Repair & Maint-GC	\$156.31
		Total Invoice - Amazon5683418			\$156.31

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - Amazon5869005			
		Exit Sign Light Battery			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$14.12
		Total Invoice - Amazon5869005			\$14.12
		Invoice - Amazon6162628			
		Waterproof Overalls & Hard Hats,			
		401-000-534-80-35-00		Small Tools & Equipment	\$106.70
		Total Invoice - Amazon6162628			\$106.70
		Invoice - Amazon6358606			
		Stackable Bins, Adaters, HDMI Connector, USB-C Adapter & Cords			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$177.20
		Total Invoice - Amazon6358606			\$177.20
		Invoice - Amazon7286633			
		Copy Paper & Window Screen Repair Tape			
		001-000-518-30-31-00		Office & Operating Supplies	\$21.49
		001-000-518-30-48-01		Building Repair & Maintenance	\$41.19
		Total Invoice - Amazon7286633			\$62.68
		Invoice - Amazon8260226			
		Ant Bait Stations - Pest Control			
		001-000-518-30-48-01		Building Repair & Maintenance	\$35.64
		Total Invoice - Amazon8260226			\$35.64
		Invoice - Amazon8614668			
		Insect Repellent - Pest Control			
		001-000-518-30-48-01		Building Repair & Maintenance	\$39.12
		Total Invoice - Amazon8614668			\$39.12
		Invoice - Amazon8759439-1			
		Reflective Rain Jackets, Hearing Protection/Ear Muffs & Safety Vests			
		401-000-534-80-35-00		Small Tools & Equipment	\$177.44
		Total Invoice - Amazon8759439-1			\$177.44
		Invoice - Amazon8759439-2			
		Attached to First Oder 8759439			
		401-000-534-80-35-00		Small Tools & Equipment	\$14.34
		Total Invoice - Amazon8759439-2			\$14.34
		Invoice - Amazon9026635			
		Kiickdown Door Stoppers			
		003-000-575-50-48-01		Building Repair & Maint-MH/MC	\$76.14
		Total Invoice - Amazon9026635			\$76.14
		Invoice - Amazon9741057			
		2 Cycle Oil			
		002-000-576-80-48-03		System Repair & Maintenance	\$54.30
		Total Invoice - Amazon9741057			\$54.30
		Invoice - Coastal4/22/25			
		Work Pants - Palaniuk			
		401-000-534-80-35-00		Small Tools & Equipment	\$69.61
		Total Invoice - Coastal4/22/25			\$69.61

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - Coastal4/25/25			
		Sweatshit & Boots - Smith			
		401-000-534-80-35-00		Small Tools & Equipment	\$204.52
		Total Invoice - Coastal4/25/25			\$204.52
		Invoice - Coax26608			
		Wildland Fire Shirt and Pants			
		001-000-522-20-37-00		VFF Gear Allowance	\$531.05
		Total Invoice - Coax26608			\$531.05
		Invoice - Coax26730			
		Wildland Fire Pants and Shirt			
		001-000-522-20-37-00		VFF Gear Allowance	\$448.53
		Total Invoice - Coax26730			\$448.53
		Invoice - CrashPln-514254			
		Server Backup			
		001-000-518-30-48-00		Computer/Server Maintenance	\$54.25
			Server Backup		
		Total Invoice - CrashPln-514254			\$54.25
		Invoice - EverGrRul4/10/25			
		Cross Connection Control Exam Review- Smith			
		401-000-534-80-49-02		Training & Meetings	\$300.00
		Total Invoice - EverGrRul4/10/25			\$300.00
		Invoice - EverGrRul4/4/23/25			
		Water Distribution Manager Exam Review - Bertash			
		401-000-534-80-49-02		Training & Meetings	\$425.00
		Total Invoice - EverGrRul4/4/23/25			\$425.00
		Invoice - GreRiv4/19/25			
		Water Distribution Training - Bertash			
		401-000-534-80-49-02		Training & Meetings	\$480.00
		Total Invoice - GreRiv4/19/25			\$480.00
		Invoice - HomDepot4/11/25			
		Water			
		001-000-518-30-31-00		Office & Operating Supplies	\$27.65
		Total Invoice - HomDepot4/11/25			\$27.65
		Invoice - K&DSvcCredit			
		Credit/Recalculation of Charges for Certified Flaggers - Tulip Fest.			
		005-000-543-10-41-00		Professional Services	(\$875.92)
		Total Invoice - K&DSvcCredit			(\$875.92)
		Invoice - Lowes4/24/25			
		Loop Cap & 6-Ft16-Gage Line			
		002-000-576-80-48-01		Building Repair & Maintenance	\$81.45
		Total Invoice - Lowes4/24/25			\$81.45
		Invoice - SkaSoil34801			
		Wood Chips for John Hammer Park			
		002-000-576-80-48-01		Building Repair & Maintenance	\$162.90
		Total Invoice - SkaSoil34801			\$162.90

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - SkaSoil34812			
			Wood Chips for John Hammer Park		
			002-000-576-80-48-01	Building Repair & Maintenance	\$162.90
		Total Invoice - SkaSoil34812			\$162.90
		Invoice - Texcovas4/14/25			
			Work Boots - Lease		
			002-000-576-80-35-00	Small Tools & Equipment	\$254.28
		Total Invoice - Texcovas4/14/25			\$254.28
		Invoice - WrknMor4/29/25			
			Work Boots - Bertash		
			401-000-534-80-35-00	Small Tools & Equipment	\$157.38
		Total Invoice - WrknMor4/29/25			\$157.38
		Invoice - Zoom304702148			
			Zoom Fees		
			001-000-514-23-31-00	Office & Operating Supplies	\$279.02
		Total Invoice - Zoom304702148			\$279.02
	Total 28173				\$4,200.40
Total U.S. Bank					\$4,200.40
USA Bluebook					
	28174	2025 - May - Second Council Meeting			
		Invoice - INV00706175			
			Sampler Pump Tubing		
			409-000-535-80-48-01	Plant Repair & Maintenance	\$456.50
		Total Invoice - INV00706175			\$456.50
		Invoice - INV00707330			
			Cylinder Brush		
			409-000-535-80-31-00	Office & Operating Supplies	\$46.16
		Total Invoice - INV00707330			\$46.16
		Invoice - INV00707536			
			Phosphate Buffer		
			409-000-535-80-31-02	Lab Supplies	\$321.31
		Total Invoice - INV00707536			\$321.31
		Invoice - INV00709599			
			Sampler Pump Tubing		
			409-000-535-80-31-02	Lab Supplies	\$746.76
		Total Invoice - INV00709599			\$746.76
	Total 28174				\$1,570.73
Total USA Bluebook					\$1,570.73
Verizon Wireless					
	28175	2025 - May - Second Council Meeting			
		Invoice - 6112885266			
			Cell Phones		
			001-000-513-10-42-00	Mayor's Communications	\$42.73
			Mayor		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-521-70-42-00	Communications-Code Enf	\$26.58
				Code Enforcement/Split with Fire	
			001-000-522-20-42-00	Communications	\$66.60
				Fire Dept./Split w Code & 2nd Remote	
		Total Invoice - 6112885266			\$135.91
	Total 28175				\$135.91
Total Verizon Wireless					\$135.91
WA State DOR - Excise Tax					
2018342					
				2025 - May - Second Council Meeting	
		Invoice - ExciseTaxApr2025			
		April 2025 Excise Tax			
		401-000-534-80-49-03	Excise Taxes		\$4,296.75
		403-000-531-38-49-03	Excise Taxes		\$521.72
		409-000-535-80-49-01	Excise Taxes		\$1,232.11
		412-000-554-90-49-01	Compost Sales Tax		\$694.31
		412-000-554-90-49-02	ExciseTaxes		\$2,018.48
		Total Invoice - ExciseTaxApr2025			\$8,763.37
	Total 2018342				\$8,763.37
Total WA State DOR - Excise Tax					\$8,763.37
Wave Broadband					
28176					
				2025 - May - Second Council Meeting	
		Invoice - WAVEMay2025			
		Internet & Phones			
		001-000-522-20-42-00	Communications		\$159.88
			Fire Dept		
		401-000-534-80-42-00	Communications		\$347.37
			PW Office Internet & phones - 604 3rd N		
		409-000-535-80-42-00	Communications		\$191.17
			WWTP		
		409-000-535-80-42-00	Communications		\$35.65
			WWTP Marina Lift Station		
		Total Invoice - WAVEMay2025			\$734.07
	Total 28176				\$734.07
Total Wave Broadband					\$734.07
Grand Total		Vendor Count	35		\$191,751.72



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period **May 1, 2025** through **May 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, Finance Director

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

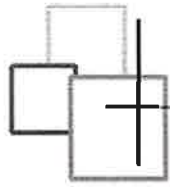
Payroll checks numbered 6094 through 6100		\$2,258.16
Auto Payments:		
Payroll Taxes	#2018341	\$9,918.94
Payroll Auto Deposit		\$29,483.92

are approved for a total payment of **\$41,661.02** this 27th day of May, 2025.

Councilmember – Finance Committee

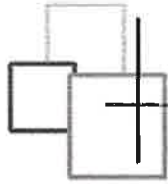
Councilmember – Finance Committee

Councilmember



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>6094</u>	Dept of Labor & Industry	2025 - May - Second Council Meeting		\$937.04
<u>6095</u>	Employment Security	2025 - May - Second Council Meeting		\$83.53
<u>6096</u>	North Coast Credit Union	2025 - May - Second Council Meeting		\$200.00
<u>6097</u>	Paid Family & Medical Leave	2025 - May - Second Council Meeting		\$274.85
<u>6098</u>	Teamsters Local No. 231	2025 - May - Second Council Meeting		\$152.00
<u>6099</u>	Wa Cares Fund	2025 - May - Second Council Meeting		\$140.64
<u>6100</u>	Washington State Support Registry	2025 - May - Second Council Meeting		\$470.10
<u>2018341</u>	Washington Federal	2025 - May - Second Council Meeting		\$9,918.94
<u>Direct Deposit Run -</u> <u>5/15/2025</u>	Payroll Vendor	2025 - May - Second Council Meeting		\$29,483.92
				\$41,661.02



Register Activity

Name	Reference	Posting Reference	Detail Amount
Direct Deposit Run - 5/15/2025	Payroll Vendor	2025 - May - Second Council Meeting	\$29,483.92
Bertash, Nikolay N	ACH Pay - 7659	Posting Run - 5/15/2025 11:54:36 AM	\$2,037.26
Eills, Ajah G	ACH Pay - 7649	Posting Run - 5/15/2025 11:54:36 AM	\$2,133.50
Herring, Jennifer M	ACH Pay - 7650	Posting Run - 5/15/2025 11:54:36 AM	\$2,004.57
Johnson, Brittany	ACH Pay - 7662	Posting Run - 5/15/2025 11:54:36 AM	\$653.60
Kerley-DeGoede, Maria A	ACH Pay - 7658	Posting Run - 5/15/2025 11:54:36 AM	\$2,555.88
Lease, Brian	ACH Pay - 7654	Posting Run - 5/15/2025 11:54:36 AM	\$3,325.60
Mesman, Benjamin	ACH Pay - 7652	Posting Run - 5/15/2025 11:54:36 AM	\$935.32
Palaniuk, Kevin R	ACH Pay - 7661	Posting Run - 5/15/2025 11:54:36 AM	\$2,781.68
Pena-Ayon, Manuel A	ACH Pay - 7657	Posting Run - 5/15/2025 11:54:36 AM	\$1,655.21
Reinstra, Aaron M.	ACH Pay - 7660	Posting Run - 5/15/2025 11:54:36 AM	\$2,224.00
Sherman, Albert R	ACH Pay - 7656	Posting Run - 5/15/2025 11:54:36 AM	\$1,926.31
Smith, Christopher	ACH Pay - 7653	Posting Run - 5/15/2025 11:54:36 AM	\$2,398.37
Thomas, Scott G	ACH Pay - 7651	Posting Run - 5/15/2025 11:54:36 AM	\$2,925.85
Viola, Angela T	ACH Pay - 7655	Posting Run - 5/15/2025 11:54:36 AM	\$1,926.77
			\$29,483.92

Reports

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

Administrator's Report



Town of La Conner
Administrator's Report

MEMORANDUM

TO: Mayor Hanneman & Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Administrator's Report

DATE: May 20, 2025

1. Special Meeting. At the last Town Council meeting, the council discussed the possibility of holding a special meeting to discuss Town priorities and progress on the strategic plan. We have tentatively selected the date of July 22nd – a regular council meeting date – for the special meeting. The special meeting would start at 5:00 p.m., before the regular council meeting. Please let us know if this presents a scheduling conflict. If the council would like any matters included on the agenda for this special meeting, please let me know.

2. Fireworks. As the 4th of July approaches, municipal thoughts turn to fireworks. Section 7.25.030 allows “safe and sane” fireworks to be discharged on July 4th. “Commercial sales” of fireworks are always prohibited. RCW 70.77.395 sets the dates and times statewide during which fireworks may be sold as well as used. In Washington, a local jurisdiction may adopt legislation that is *more* restrictive than state law, such as allowing the use of fireworks only on July 4 as La Conner has done, or banning the sale and use of fireworks completely. However, RCW 70.77.250(4) requires that any locally adopted legislation more restrictive than the state's must have an effective date at least one year after its adoption. Thus, if the town wishes to restrict the sale or use of fireworks within its jurisdiction in 2026, it must take legislative action no later than June 28, 2025. As currently written, the municipal code does not allow the town to impose an emergency ban if conditions merit a ban.

Some local governments have adopted ordinances that authorize specific officials — such as the mayor or fire marshal — to prohibit fireworks or adopt emergency restrictions or bans in response to extreme heat, drought, or other circumstances that would make the discharge of fireworks unreasonably dangerous. At the same time, there are possible legal risks of enacting such an ordinance that might violate RCW 70.77.250(4) since there is no clear law either way on this question.

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:

- **HB 1791 – REET harmonization.** In a good little bill sponsored by Rep. Dave Paul, this bill harmonizes the authorized uses of REET 1 and REET 2. REET 2 funds can be used for

REET 1 purposes, and vice versa. Under existing law, the definition of “capital project” for REET 2 is more restrictive than it is in the REET 1 statute. The bill also makes permanent the authority to use up to 35% of REET funds for operations and maintenance, and removes administratively burdensome reporting requirements.

- **HB 5148 - the Housing Accountability Act.** This bill was intended to ensure cities were complying with the Growth Management Act’s requirements for a housing element and development regulations by having the Department of Commerce review and approve them before they could go into effect. Under the bill as passed, jurisdictions may submit their housing elements to Commerce, but are not required to do so.
- **HB 1201 pets in shelters.** Under this bill, local governments must update their comprehensive emergency management plans to include provisions for sheltering pets during emergencies. This requires identifying specific emergency shelters that can accommodate pets. The requirement includes a “to the extent practicable” clause, providing some relief to local governments who may not have emergency shelter resources available.
- **SB 5595 - shared streets.** This bill expands city authority to designate a “shared street,” which is defined as a city street where pedestrians, bicyclists, and vehicular traffic share a portion or all of the same street. Cities and towns are now authorized to establish a 10-mph speed limit on a shared street. Certain traffic provisions would no longer apply on a shared street, specifically those restricting when pedestrians can walk along and cross roadways, when vehicles pass pedestrians and bicyclists, and operating requirements for bicycles.
- **SB 5033 - PFAS testing for biosolids.** This bill addresses biosolids management programs at wastewater treatment plants, and requires local jurisdictions to test for PFAS chemicals in municipal sewer sludge and pay the cost of the testing. Biosolids facilities must *conduct sampling* between January 1, 2027, and June 30, 2028, and *provide the sampling results* to the Department of Ecology by September 30, 2028. Ecology must convene and consult with an advisory committee by September 30, 2028, before developing and submitting a report to the Legislature by July 1, 2029.
- **HB 1576 – landmark designations.** This bill takes aim at development restrictions placed on historic landmarks. Under this bill, no city or town may designate a property as a historic landmark if the property that would be designated is less than 40 years old; or the designation would restrict the use, alteration, or demolition of the property and the written consent of the owner of the property has not been obtained. These restrictions do not apply if the property is included in a historic district.
- **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.

4. Restrooms. The Town restrooms on First and on Morris, and the portable restroom at Waterfront Park have all experienced significant amounts of repeated vandalism. As such, Town staff have closed and locked the restrooms. This is not the first time this has occurred, but the vandalism seems to be the most destructive and ongoing. We have notified the sheriff, but are unaware of any indication of who may be damaging these facilities.

5. Gilkey Square. At the last Town Council meeting, a discussion took place regarding Sunday music in Gilkey Square, and potential alternative sites. At the meeting, staff offered to compile a list of alternatives, and share with Council at the next meeting. That list, and the advantages/disadvantages that we observed is attached hereto.

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

Unfinished Business

- 1) Gilkey Square Concerts**
- 2) Agreement – Change Order E&E Construction
(WA Ave Post Office Parking)**

Gilkey Square Concerts

Performance Locations

1. Gilkey Square

- A. Access to potable water - nearby
- B. Access to restrooms - nearby
- C. Electricity - plenty
- D. Stage or raised platform - yes
- E. Seating – six picnic tables, 9 benches
- F. Handicapped Accessible – yes
- G. Other – limited parking, close to senior living.

2. Dirty Biter Park

- A. Access to potable water - nearby
- B. Access to restrooms - nearby
- C. Electricity
- D. Stage or raised platform - none
- E. Seating – 4 benches, 6 picnic tables
- F. Handicapped Accessible – yes
- G. Other – smaller area, limited parking

3. Swinomish Yacht Club Parking Lot (Port)

- A. Access to potable water - yes
- B. Access to restrooms - yes
- C. Electricity - plenty
- D. Stage or raised platform - none
- E. Seating – 4 picnic tables
- F. Handicapped Accessible – depends on layout.
- G. Other – Close to senior living, closer to residential areas, plenty of parking. Large grass area, access limited to handicapped. Property subject to control of the Port.

4. Port Parking Lot (by Port office)

- A. Access to potable water - nearby
- B. Access to restrooms - nearby
- C. Electricity - yes
- D. Stage or raised platform - no
- E. Seating – 2 picnic tables
- F. Handicapped Accessible – yes
- G. Other – remote location. Property subject to control of the Port.

5. Pioneer Park

- A. Access to potable water - yes
- B. Access to restrooms - yes
- C. Electricity - no
- D. Stage or raised platform - no
- E. Seating – depends on layout
- F. Handicapped Accessible – no
- G. Other – uneven ground surface, limited parking, remote location. This is a poor choice due to ground surface.

6. Waterfront Park

- A. Access to potable water
- B. Access to restrooms – portapotties (if not vandalized.)
- C. Electricity - no
- D. Stage or raised platform - no
- E. Seating – limited
- F. Handicapped Accessible – yes
- G. Other – limited parking, remote location

7. O’Leary’s Landing (Jordan Street End)

- A. Access to potable water - no
- B. Access to restrooms - no
- C. Electricity - no
- D. Stage or raised platform - no
- E. Seating – no
- F. Handicapped Accessible – no
- G. Other – remote location, undeveloped site, residential area

8. Moore Clark Dock

- A. Access to potable water - no
- B. Access to restrooms - no
- C. Electricity - no
- D. Stage or raised platform - no
- E. Seating – no
- F. Handicapped Accessible – no
- G. Other – private property

9. Maple Field

- A. Access to potable water - no
- B. Access to restrooms - no
- C. Electricity - no
- D. Stage or raised platform - no
- E. Seating – no
- F. Handicapped Accessible – no
- G. Other – remote location, limited parking

10. Middle of First Street

- A. Access to potable water - nearby
- B. Access to restrooms - nearby
- C. Electricity - ?
- D. Stage or raised platform - no
- E. Seating – no
- F. Handicapped Accessible – yes
- G. Other – traffic issues result in additional costs

**Agreement –
Change of Order E&E
Construction
(WA Ave Post Office Parking)**



P.O. Box 125, Sedro Woolley, WA 98284
(360)966-1041

www.eecontracting.com
Fully Licensed, Bonded, and Insured!
#EECONEC785RL

Bid Proposal

Date: 5/14/2025

Project: Washington Street Parking
Extension

Location: Washington St., La Conner

To: Town of La Conner
Attn: Brian Lease
PO Box 400
La Conner, WA 98257

Dear Brian:

E&E Contracting is pleased to extend our bid proposal for the Washington Street Parking Extension project

QTY	DESCRIPTION	BID PRICE	LINE TOTAL
LS	MOBILIZATION	\$3,000.00	\$3,000.00
LS	EROSION CONTROL: 1. Install BMPs as noted: catch basin insert(s)	\$350.00	\$350.00
LS	SAWCUTTING	\$2,500.00	\$2,500.00
LS	EXCAVATION, INCL'D HAUL Cut & Fill Survey required for bidding	\$6,500.00	\$6,500.00
LS	TEMPORARY TRAFFIC CONTROL: 1. Shoulder Work 2. No Parking: between 1 st St & S 3 rd St, both sides of road	\$1,950.00	\$1,950.00
LS	CEMENT TRAFFIC CURB & GUTTER	\$7,500.00	\$7,500.00
LS	ASPHALT RESTORATION	\$4,500.00	\$4,500.00
LS	TOPSOIL RESTORATION	\$2,750.00	\$2,750.00
EXCLUDES: permitting			
TOTAL W/O TAX			\$29,050.00

TERMS: E&E Contracting shall provide labor and equipment as needed and as agreed between the parties for the Contractor on a specific project for an estimated lump sum. All work outside of the original scope must be agreed to in writing and is determined to be a change order which shall result in the extension of contract days, materials, or labor hours to be compensated in addition to the original estimated lump sum. Project owner assumes all permitting and licensing responsibilities unless otherwise documented. All subcontracting and materials shall bear a twenty percent (21%) markup over cost. **ADD'L NOTICES:** E&E Contracting will accept nor provide defense/ indemnity except in the event of liability for damages caused by our own negligence or fault. E&E Contracting shall provide no additional insurance coverage(s) other than minimum requirements for operating within Washington State. This proposal may be withdrawn by us if not accepted and received within 30 days.

Thank you for providing us with the opportunity to provide this proposal. We look forward to working with you on this project.

Respectfully Submitted: _____



By: Evan Chapman, eechapmancontracting@gmail.com

Date: 5/14/2025

Accepted: _____

Date: _____

Title: _____

New Business

- 1) Art Donation Acceptance – Name of Art?
(Maggie Wilder)**
- 2) Resolution – Town Policy for AI Use**
- 3) Resolution – Town Policy for Heat Related Labor
Safety**
- 4) Resolution – Town Policy for Smoke Events**
- 5) Resolution – Town Policy for Commission
Appointments**
- 6) Agreement – Spark Cleaning Services**
- 7) Agreement – Infrastructure Improvement Agreement
(Skagit Habitat for Humanity)**

**Art Donation Acceptance –
Name of Art?
(Maggie Wilder)**



Town of La Conner

MEMORANDUM

TO: Mayor Hanneman
Town Council Members

FROM: Scott Thomas, Town Administrator

SUBJECT: Art Donation

DATE: May 20, 2025

The La Conner Arts Commission was recently approached by Maggie Wilder with a generous offer to donate a print depicting Clyde Sanborn, a prolific poet who lived in La Conner. A description of Mr. Sanborn is attached hereto.

The artwork is a wood block print, and was created by artist Claudia Gjertsen. The print is larger than most wood block prints. Unfortunately, I don't have much information on the artist at this time. An image of the print taken on a cell phone camera is below (the image below includes some distortion, and does not properly show the print, but is included to give a general idea of what the print looks like.)



Clyde Sanborn

April 21st 1948 - March 15th 1996

Clyde Sanborn was a prolific poet, a court jester and a stumbling prophet.

Much of his work appeared about town (in La Conner Washington) on bar napkins, or was shouted from the back of the room, or simply was given as gifts to anyone who cared to listen. His works and biography were published posthumously, in two volumes, *Go with the Flow*, and *Flash Flood & Other Poems*.

He was a United States Navy veteran. He spent much of his life in boats and shacks in the Skagit River Delta, on various couches in town during storms or after parties, in the years between 1977 and 1996. Clyde drowned on his way up river the evening of March 15th, 1996, when his kayak capsized. He died unhoused, his last address being a tent on Sullivan Slough. He was much beloved, and is missed.

Maggie Wilder March 9th, 2025

**Resolution –
Town Policy for AI Use**

Town of La Conner



Resolution No.

A RESOLUTION ADOPTING AN ARTIFICIAL INTELLIGENCE USAGE POLICY.

WHEREAS, the United State Code defines “artificial intelligence” (AI) as “a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments.” (15 USC 9401(3); and

WHEREAS, AI can produce new opportunities to help solve challenges facing the Town of La Conner, improve services, and increase the Town’s responsiveness. At the same time, irresponsible use of this technology has the potential to exacerbate problems such as misinformation and bias, could lead to infringement of privacy, and allow harms such as fraud and discrimination to take place; and

WHEREAS, realizing the benefits of AI requires the Town to mitigate its substantial risks; and

WHEREAS, the Town Council wishes to adopt a policy guiding the use of AI by Town staff and volunteers;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LA CONNER:

That the AI policy attached hereto is hereby adopted. This policy shall be in force and effect on and after June 1, 2025.

Adopted by a vote of the La Conner Town Council this ____th day of May, 2025.

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

**Resolution –
Town Policy for Heat Related
Labor Safety**

Town of La Conner



Resolution No.

A RESOLUTION ADOPTING A HEAT EXPOSURE POLICY FOR OUTDOOR WORKERS.

WHEREAS, Washington State has adopted heat exposure rules for workers, designed to protect employees who work outdoors from the increasing risks of heat-related illnesses and injuries, particularly as climate change leads to more frequent and intense heatwaves; and

WHEREAS, the primary goal of these rules is to reduce the incidence of heat-related health issues, such as heat exhaustion and heat stroke, which can lead to serious injuries or fatalities; and

WHEREAS, the Town has complied with the state's rules since implementation, and the La Conner Town Council desires to formally adopt a policy consistent with state rules;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LA CONNER:

That the Outdoor Worker Heat Exposure policy attached hereto is hereby adopted. This policy shall be in force and effect on and after June 1, 2025.

Adopted by a vote of the La Conner Town Council this ____th day of May, 2025.

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

Town of La Conner
Outdoor Worker Heat Exposure Policy

Effective Date
Policy Number

I. Purpose. To prevent heat-related illnesses and injuries every May-September.

Workers and supervisors share responsibility for safety at the jobsite. This includes watching out for yourself and others because heat illness can quickly become a life-threatening condition if unnoticed or ignored. Speak up if you notice anything that could be unsafe or result in someone getting hurt or sick.

II. Scope/Application.

A. Covered Workers. Anyone working outdoors more than 15 minutes in any 60-minute period is covered by this program when temperatures are:

- As low as 52°F and up to 76°F if you are wearing non-breathable clothing, or clothing that provides a vapor barrier like rain gear or chemical-resistant suits.
- Between 77 and 88°F if you wear double-layer woven clothing like sweatshirts, shirts with undershirts, coveralls, or jackets on top of other clothes.
- At or higher than 89°F when you wear any other type of clothing like typical t-shirts and pants.

B. Some people are more susceptible to heat sickness than others. Certain demographics can impact how susceptible a person is, including: age, medical conditions and certain medications, hydration levels, and overall fitness. This includes anyone who comes to work dehydrated or who isn't used to the heat.

C. Heat wave events can make everyone more susceptible to getting sick, even young and healthy workers, due to the rapid onset of the excessive heat and lack of time available to acclimatize.

III. Policy

Working in hot conditions poses safety and health hazards to workers. This policy addresses ways to minimize and control these hazards.

A. Heat Waves and Adjusting to Heat (Acclimatization).

1. Heat waves are those weather and climate conditions that result in a short period when unusually warmer temperatures than normal occur. Heat waves can last for multiple days, but generally subside within 3-5 days depending on weather patterns.

For the purposes of this plan, a Heat Wave is when the National Weather Service office in Seattle issues a Heat Advisory or Excessive Heat Warning for Skagit County.

2. It can take 7-14 days to fully adjust to hot working conditions. Acclimatization is lost if you are away from hot conditions for a week or more. Due to the nature of the surrounding climate and prevailing weather patterns, acclimatization is unlikely before conditions cool again. It is therefore important to stay alert to changing weather conditions and adjust work practices and behavior accordingly.
3. Supervisors will ensure workers are closely observed for signs and symptoms of heat illness both during and after heat waves. Supervisors will ensure observation and communication is provided as follows:
 - a. Supervisors will either be on site in direct supervision of work crews or shall routinely be in contact by phone during a heat wave.
 - b. If Supervisors cannot be on site or phone service is not reliable, crews shall work in teams of at least two persons to provide for monitoring for signs and symptoms of heat illnesses.
 - c. During the onset of the summer months, workers should be monitored as they acclimatize to the hotter temperatures.

B. Shade or Alternatives

1. The purpose of shade is to cool the body down to prevent or recover from the heat. Anything that defeats the purpose of shade or that discourages you from using it is not acceptable and must be reported to and addressed by Supervisors.
2. Use shade whenever you need to cool-down and during any required cooldown rest period.
3. For long duration work sites away from the Shop, supervisors will ensure workers have ready access to shade, or some other cooling alternative, at all times, including the following:
 - a. Vehicles with Air Conditioning equipped. Most (but not all) of the fleet vehicles are equipped with air conditioning. Supervisors will ensure at least one vehicle with AC is at a long duration worksite for use as a cooling station. Employees are encouraged to use this feature during hot weather while travelling to and from work locations.

- b. Supervisors are responsible to ensure shade (or an acceptable alternative) is provided at the job site, and will:
 - i. Assess the need for shade at the jobsite based on the size of the crew, the available means for shade or other cooling methods, the proximity to work areas, and other factors that affect the provision of shade or alternatives.
 - ii. Ensure shade or other alternatives are set up properly.
 - iii. Encourage workers to use shade or the alternatives to prevent heat illness or to recover.

C. Hydration

- 1. Workers are encouraged to:
 - a. drink water before work each day to start the day hydrated.
 - b. don't wait to be thirsty to drink; drink small amounts often throughout the day to stay hydrated, at least 1 cup every 15-20 minutes.
 - c. avoid drinks with caffeine and high sugar content like sodas because they won't hydrate as effectively as water or low-sugar noncaffeinated, water-based drinks.
- 2. Supervisors will ensure that workers have access to drinking water through:
 - a. Prefilled drinking water bottles.
 - b. Access to the PW Shop break room for water.

D. Cool-down Rest Periods

- 1. During periods of heat, workers covered by this policy are encouraged to take a cool down rest period at any time to prevent overheating. When the temperature reaches 89°F, every worker is *required* to take at least a 10-minute cool down rest period every 2 hours and Supervisors are responsible to ensure everyone is being observed for signs and symptoms of heat illness by taking breaks together.
- 2. All cool-down rest periods are paid time unless taken during a meal period. Any worker who starts to experience heat illness must be relieved of duty, allowed to safely cool down, and be closely monitored to verify they are okay or if their condition is worsening. If the latter, the employee needs prompt medical attention. CALL 9-1-1!

E. Responding to Heat-related Illness

- 1. Workers should let a supervisor or someone nearby know if they or a co-worker is experiencing any signs or symptoms of heat-related illness, and take immediate action to ensure things don't get dangerously worse.

2. Supervisors are never leave someone experiencing heat illness alone. If a Supervisor is notified of an employee suffering from signs or symptoms of heat related illness, that Supervisor shall make every effort to immediately travel to the worksite of that employee to monitor recovery and if needed activate 9-1-1.
3. Time is critical. Quick action increases the chances for a full recovery. Supervisors and co-workers are to get the ill worker away from the hot area and into a cool shaded area. Indoors in AC is best, indoors out of direct sun with fan is next; if outdoors, seek a vehicle with AC, or utilize room under a pop-up canopy or other open-air structure.
4. Let the worker rest and drink cool water.
5. Remove PPE such as Tyvek coveralls, rain gear, rubber boots. Protect the modesty of the worker but remove sufficient clothing to allow for as much heat release as possible.
6. If the employee show signs of progressing into more severe states of heat related illnesses and the above interventions are not effective, call 9-1-1 for emergency medical services and intervene with First Aid as appropriate. Notify the next higher level in the organizational chart after activating 9-1-1.
7. If the employee is in a remote work location far away from an accessible road surface, have a co-worker meet the emergency services at the nearest access.
8. Employees who receive medical attention must get a written authorization from the medical provider that the worker can get back to work, and if there is any restriction or limitations.

F. Training

1. Each year, the town will provide safety training on the dangers of outdoor heat exposure, protective measures, and actions workers and supervisors must follow to prevent heat related illness.
2. Additional training will be scheduled and provided for new hires and anyone who needs a refresher.
3. A Training Curriculum. Workers need to be aware that:
 - a. Heat can make them sick, and how to recognize the common signs and symptoms of heat-related illness in themselves and coworkers. For most workers, common conditions are heat rash, heat cramps, heat exhaustion and heat stroke.

- b. Environmental factors increase risk for heat-related illness such as higher temperatures, humidity, sunlight (working under direct sunlight makes it feel significantly hotter), additional sources of heat like powered equipment and asphalt, no wind, level of physical activity, and wearing of personal protective equipment (PPE) or layers of clothing.
- c. Personal factors that may increase susceptibility to heat-related illness including age, not being acclimatized, having medical conditions such as hormonal and heart issues and diabetes, dehydration, and use of substances that can affect the body's response to heat like drugs, alcohol, caffeine, nicotine, and medications.
- d. Removing heat-retaining PPE such as non-breathable chemical resistant clothing during all breaks is necessary to allow the body to cool down.
- e. Staying well hydrated by drinking small quantities of water or other acceptable beverages frequently throughout the day is a top priority to prevent heat illness.
- f. Cool down rest periods are taken to prevent or recover from heat illness, they are mandatory when temperatures are 89°F or hotter, and are paid time unless taken during a meal period.
- g. The purpose of shade is to allow the body to cool down and anything that defeats that purpose or discourage or deters use of shade is unacceptable. Workers also need to know the town's procedures for providing shade (or alternative ways to cool off) including locations and how to access.
- h. When the temperature reaches 89°F or hotter, everyone must be closely observed for signs and symptoms of heat illness; and how the employer will ensure observation and communication for crews and lone workers.
- i. Heat illness can progress quickly and how to immediately report signs or symptoms of heat-related illness they experience or observe in coworkers, and how to immediately respond to prevent the situation from becoming a medical emergency. They will also need know how to identify and what to do during a heat-related medical emergency (e.g., potential heat stroke).
- j. Supervisors need to know the following (in addition to what is detailed for employees above): The procedures to follow to implement the heat-related illness prevention plan including the acclimatization schedule, how to keep track of environmental conditions throughout the day, when to increase the number of breaks or stop work early, to check that workers are accessing shade and water

(especially for mobile operations), encourage them to stay hydrated, and communicate with lone workers to ensure they are safe.

- k. Type of shade or cooling method that will be provided for all employees and where it's located. For example: when to provide alternative cooling methods like cooling vests and gel-filled bandanas or effective means.
- l. Close observation procedures at or above 89° F.
- m. What the Supervisor needs to do if an employee shows signs and symptoms of possible heat-related illness including appropriate emergency response procedures including how to transport any affected employees to a medical service provider.

VI. Related Policies and Resources

- A. Sick leave.

**Resolution –
Town Policy for Smoke Events**

Town of La Conner



Resolution No.

A RESOLUTION ADOPTING A SMOKE EXPOSURE POLICY FOR OUTDOOR WORKERS.

WHEREAS, driven by climate change, wildfires are increasing in frequency, duration, and intensity across the Western United States; and

WHEREAS, outdoor workers are being exposed to increasing wildfire-related particulate matter and smoke; and

WHEREAS, Washington State has adopted rules to protect outdoor workers from wildfire smoke exposure; and

WHEREAS, the Town has complied with the state's rules since implementation, and the La Conner Town Council desires to formally adopt a policy consistent with state rules;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LA CONNER:

That the Working During Wildfire Smoke Events policy attached hereto is hereby adopted. This policy shall be in force and effect on and after June 1, 2025.

Adopted by a vote of the La Conner Town Council this ____th day of May, 2025.

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

Working During Wildfire Smoke Events

I. Purpose

Smoke from wildfires is a mixture of gases and fine particulates that can be harmful to the health. This section outlines resources and guidance available to reduce the health impacts associated with wildfire smoke.

II. Overview and Applicability

This policy references WAC 296-820 and applies to all workplaces where employees are assigned to work outdoors during wildfire smoke events. This policy does not apply to:

- A. Enclosed buildings or structures where exterior openings such as doors and windows are kept closed except when necessary to enter or exit.
- B. Enclosed vehicles where the air is filtered by a cabin air filter and doors and windows are kept closed except when necessary to enter or exit.
- C. Firefighters.

III. Definitions

- A. Air Quality Index (AQI). A unitless index used by the U.S. Environmental Protection Agency (EPA) to communicate air quality for several pollutants, including PM 2.5.
- B. Particulate Matter 2.5 (PM 2.5). Solid particles and liquid droplets suspended in air, known as particulate matter, with an aerodynamic diameter of 2.5 micrometers or smaller. Measured in micrograms per cubic meter ($\mu\text{g}/\text{m}^3$).

IV. Responsibilities

A. Administrator. The town administrator shall monitor the Washington Department of Ecology's Air Monitoring Network and notify department heads and personnel by e-mail when wildfire smoke affects outdoor air quality at the following PM 2.5 concentrations or AQI values/action levels:

- When two consecutive hourly PM 2.5 concentrations meet or exceed $20.5 \mu\text{g}/\text{m}^3$ or an AQI value of 69.
- When PM 2.5 concentrations meet or exceed $35.5 \mu\text{g}/\text{m}^3$ or an AQI value of 101.
- When PM 2.5 concentrations meet or exceed $250.5 \mu\text{g}/\text{m}^3$ or an AQI value of 301.
- When PM 2.5 concentrations meet or exceed $500.4 \mu\text{g}/\text{m}^3$ or an AQI value of 500.
- When PM 2.5 concentrations meet or exceed $555 \mu\text{g}/\text{m}^3$, beyond the AQI reference,

Notifications are issued once per wildfire smoke event, after which department heads, supervisors, and employees must self-monitor for adherence to this policy.

B. Public Works - Facilities. Facilities shall operate facility heating, ventilation, and air conditioning (HVAC) systems to reduce indoor PM 2.5 concentrations wherever feasible (e.g., placing building HVAC systems on recirculation mode). Facilities works with building occupants to keep windows, doors, bays, and other exterior openings closed, except when opened to enter or exit.

C. Department Heads and Supervisors. Department heads and supervisors are responsible for enforcement of this policy. Department heads must establish effective methods for communicating wildfire smoke concentration/AQI notifications to affected employees without access to e-mail.

V. Requirements

A. Department Heads. Department heads supervising outdoor workers must encourage employees to:

1. Report worsening air quality due to wildfire smoke;
2. Inform their supervisor when they, or their coworkers, exhibit symptoms of wildfire smoke exposure (see below); and
3. Seek medical treatment when needed without fear of retaliation.

B. When PM 2.5 Concentrations Reach 20.5 ug/m³. When PM 2.5 concentrations reach 20.5 ug/m³, department heads and supervisors are encouraged to provide affected employees N95 filtering facepiece respirators for voluntary use.

C. When PM 2.5 Concentrations Reach 35.5 ug/m³. When PM 2.5 concentrations reach 35.5 ug/m³, department heads and supervisors must provide affected employees N95 filtering facepiece respirators for voluntary use and encourage respirator use.

Department heads and supervisors may directly distribute N95 respirators to affected employees, or maintain a supply of N95 respirators and inform affected employees where respirators may be obtained at their work location.

D. When PM 2.5 Concentrations Reach 250.5 ug/m³. When PM 2.5 concentrations reach 250.5 ug/m³, departments and units must:

1. Directly distribute N95 respirators to outdoor employees.
2. Ensure affected workers experiencing symptoms necessitating immediate medical attention are moved to a location with clean air until medical care arrives.

A location with clean air includes, but is not limited to, an enclosed building with HVAC on recirculation mode or an enclosed vehicle with air on recirculation mode.

E. When PM 2.5 Concentrations Reach 500.4 ug/m³. When PM 2.5 concentrations reach 500.4 ug/m³, respiratory protection is required for outdoor work. Affected employees must receive medical clearance to wear a respirator, training, and fit testing.

F. Supervisors and Leads. Supervisors and leads must:

1. Monitor air quality and notify employees assigned to work outdoors when PM 2.5 concentrations or AQI values reach action levels.
2. Ensure that affected employees understand where to obtain PM 2.5 concentrations or AQI values.
3. Ensure that affected employees understand where to obtain N95 respirators, or must distribute N95 respirators and encourage employees to voluntarily wear respirators. Note: This policy encourages but does not require employees to wear respirators.
4. Encourage employees to inform them when they encounter worsening air quality related to wildfire smoke.
5. Encourage employees to report symptoms of wildfire smoke exposure and to seek medical treatment when needed referencing department/unit leave policies without fear of reprisal.
6. Encourage employees to work with the department head and town administrator in advance of wildfire smoke events to arrange accommodations reducing wildfire smoke exposure if they have medical conditions such as:
 - a. Asthma,
 - b. Chronic obstructive pulmonary disease (COPD),
 - c. Heart disease,
 - d. Circulatory problems,
 - e. Respiratory infections, or
 - f. Are pregnant.
7. Move employees experiencing symptoms requiring immediate medical attention to a location with clean air until medical care arrives.
8. Consider assigning or rotating outdoor workers to indoor work in facilities with improved air quality.

G. Employees. Employees must:

1. Inform their supervisor when they encounter worsening air quality related to wildfire smoke.
2. Immediately inform their supervisor when they are experiencing symptoms of wildfire smoke exposure, and if they must leave work to seek medical attention.
3. Operate enclosed vehicles with windows closed and air on recirculation mode whenever feasible.
4. Complete wildfire smoke training annually.

VI. Symptoms and Health Effects of Wildfire Smoke Exposure

A. General Symptoms. The following symptoms may be related to wildfire smoke exposure:

1. Cough
2. Runny or irritated nose
3. Sore throat
4. Sinus pain or pressure
5. Phlegm
6. Fast or irregular heartbeat
7. Headache
8. Scratchy or irritated eyes
9. Fatigue or tiredness

B. Symptoms Requiring Immediate Medical Attention. The following symptoms may be related to wildfire smoke exposure and may require immediate medical attention:

1. Symptoms indicating a possible a heart attack, such as:
 - a. Chest pain or discomfort;
 - b. Feeling weak, light-headed, faint, or dizzy;
 - c. Pain or discomfort in the jaw, neck, or back;
 - d. Pain or discomfort in one or both arms or shoulders;
 - e. Shortness of breath, especially if accompanied by chest discomfort;
 - f. Sudden numbness or weakness in the face, arm, or leg, especially on one side of the body;
 - g. Sudden confusion, trouble speaking, or difficulty understanding speech;
 - h. Sudden trouble seeing in one or both eyes;
 - i. Sudden trouble walking, dizziness, loss of balance, or lack of coordination;
 - j. Sudden severe headache with no known cause.
2. Wheezing, difficulty breathing, or shortness of breath, particularly when accompanied by greater use of accessory muscles
3. Asthma attacks
4. Nausea or vomiting.

VII. Training

A. Supervisors. Prior to supervising affected employees, supervisors must:

1. Understand this policy.

2. Work with the department head to identify a location with clean air, such as an enclosed building or vehicle with sufficiently filtered air to move employees requiring immediate medical attention until medical care arrives.
3. Complete wildfire smoke training before working outdoors during wildfire smoke events and annually thereafter.

B. Employees. Affected employees must complete wildfire smoke training before working outdoors during wildfire smoke events and annually thereafter.

**Resolution –
Town Policy for Commission
Appointments**

Town of La Conner



Resolution No.

A RESOLUTION ADOPTING A BOARD AND COMMISSION APPOINTMENT POLICY.

WHEREAS, Service on Town of La Conner boards and commissions is one of the principal means by which citizens can participate in the conduct of local government; and

WHEREAS, the La Conner Town Council has created several boards and commissions, including the Parks Commission, the Arts Commission, the Emergency Management Commission, the Planning Commission and others as the need has arisen; and

WHEREAS, the Town Council wishes to adopt a policy guiding the appointment of board and commission members;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LA CONNER:

That the Appointment policy attached hereto is hereby adopted. This policy shall be in force and effect on and after June 1, 2025.

Adopted by a vote of the La Conner Town Council this ____th day of May, 2025.

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Town Clerk

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

Town of La Conner
Board and Commission Appointment Policy

Effective Date
Policy Number

A. Preamble.

Service on Town of La Conner boards and commissions is one of the principal means by which citizens can participate in the conduct of local government. Volunteers may serve in a variety of capacities and are encouraged to look for opportunities which will allow them to share their experience, skills and talents, while offering a meaningful and rewarding experience for the volunteer. Boards and commissions exercise a number of advisory and administrative powers and functions that are essential to the operation of town government. Boards and commissions are created and enabled in different ways - some are required by the State of Washington, and some are created by the La Conner Town Council. Terms of office and qualifications for office may vary.

B. Purpose.

The purpose of this policy is to provide a consistent process for the administration of board and commission appointments and reappointments. This policy enables staff to perform standardized tasks associated with accepting and processing applications for appointment and reappointment to the town's various boards and commissions. Additionally, this written process will clearly outline for citizens the process the mayor and the town council will use for such appointments. This process may be varied based on unique facts or circumstances.

C. Applicability.

1. This policy is applicable to Town of La Conner permanent boards and commissions.
2. This policy is not applicable to filling vacancies of any elected position within the Town of La Conner. This policy is not applicable to any ad hoc board or body unless this policy is specifically made applicable by the La Conner Town Council.

D. Definitions.

1. An "ad hoc board or commission" is a temporary board or commission formed by the town council to address a specific issue, task, or project that falls outside the responsibilities of existing standing boards or committees. The term "ad hoc" comes from Latin, meaning "for this purpose." These boards or commissions are goal-oriented, limited in scope, and typically dissolved once their objective has been completed.
2. "Boards" and "Commissions" refers to those permanent advisory bodies formally created by the La Conner Town Council. Existing boards and commissions are

codified in Title 2 of the La Conner Municipal Code.

3. "Committee" refers to those standing committees established by the La Conner Town Council and enumerated in LCMC § 2.05.040.

E. General.

1. **Mandatory Qualifications.** Applicants must meet the residency requirements of each particular board or commission as established by the town council.
2. It is recommended that all applicants attend at least one meeting of the board or commission that is the subject of their application prior to submitting the application.
3. **Attendance.** It is expected that board and commission members understand the commitment required for board/committee work, and attend meetings.
 - a. Members who have been absent for 30% or more of their regular meetings will normally not be considered for reappointment. Extenuating circumstances, such as illness, may be considered.
 - b. The town council may declare a board or commission position vacant if that member is absent for three consecutive meetings without the permission of the board or commission.
4. **Professionalism.** While differences of opinion are anticipated and encouraged, members are expected to be civil and observe recognized rules of order and procedures. Members who are quarrelsome, disruptive, and/or use their authority inappropriately will not be considered for reappointment.
5. **Outgoing Members.** Appointed boards and commission members who no longer wish to or are unable to continue to serve must submit in writing a letter of resignation to the mayor. Failure to submit a letter of resignation within 30 days of request to do so shall be deemed a resignation.

F. Procedures.

1. The town clerk shall take appropriate steps to ensure the town web site accurately identifies each appointed board or commission member's name, and the start and end date of the member's term. In addition, for those boards or commissions that limit the number of non-residents allowed to serve, the town clerk shall identify whether members reside within or without the town.
2. **Reappointment.** Board or commission members whose terms are expiring in the current calendar year are to be notified by electronic mail or letter no later than 30 days prior to the annual appointment process. If the member is eligible to be

reappointed, the member shall be notified of the member's eligibility to seek reappointment and that such reappointment requires an updated application be submitted.

3. Vacancies. The town clerk shall announce vacancies by preparing and placing a notice in the official town newspaper, and on the town website and Facebook page. The Notice shall set forth the details regarding the application procedure and the deadline for receipt of applications. In order to be considered by the mayor, applicants must file an application by the due date set forth in the Notice.
4. All applications received shall be acknowledged by the town clerk immediately through electronic mail. If there are no current vacancies on the board selected by the applicant, an acknowledgement and notification that no vacancies currently exist so the application will be kept on file for six (6) months shall be sent by electronic mail.
5. Applications for vacancies and reappointments shall be closed fourteen (14) days after the last notice is posted. Once the period for receiving applications has lapsed, the applications shall be distributed to the mayor who may then select members for initial appointment or reappointment. The mayor's selection(s) shall be placed on the next available council agenda for confirmation.
6. Upon action of the town council, all applicants shall be formally notified of the town's action by the town clerk through electronic mail or standard mail.
7. All new appointees must complete training on Washington's Open Public Meetings Act within one month of the effective date of appointment.

**Agreement –
Spark Cleaning Services**



TOWN of La Conner Services Agreement

THIS AGREEMENT is entered into by and between the Town of La Conner, a Washington municipal corporation, hereinafter referred to as the "TOWN", and Spark Cleaning Services, (hereinafter referred to as the "CONTRACTOR").

The TOWN and CONTRACTOR mutually agree as follows:

I. Scope and Schedule of Work.

- A.** The CONTRACTOR agrees to perform those services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the CONTRACTOR undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C.** The Contractor shall comply with all applicable provisions of Washington State's Prevailing Wage law, Chapter 39.12 RCW.

II. Compensation and Payment.

- A.** The TOWN shall pay the CONTRACTOR described in Exhibit "A", for the services performed under this Contract. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, reimbursable expenses, and equipment expenses.
- B.** The CONTRACTOR shall be eligible for payment on a monthly basis, in an amount proportionate to the total compensation to be paid under this agreement. The Contractor shall submit an original invoice with necessary and appropriate documentation, for work completed during the previous month.
- C.** Payment shall be made through the Town's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D.** All payments shall be subject to adjustment for any amounts determined upon audit to have been improperly invoiced.

- E. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the TOWN to deduct and withhold, or pay over to the appropriate governmental body, those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

III. Termination of Agreement.

- A. The TOWN may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the CONTRACTOR in writing.
- B. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

IV. Contract Administration and Management.

- A. The Public Works Director for the TOWN shall have primary responsibility for administering and approving services to be performed by the CONTRACTOR and shall coordinate all communications between the CONTRACTOR and the TOWN.
- B. Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- D. The CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

V. Independent Contractor Status.

- A. The CONTRACTOR is and shall be, at all times during the term of this Agreement, an independent contractor and not an employee of the TOWN.
- B. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONTRACTOR'S status as an independent contractor. If the TOWN is assessed, liable, or responsible in any manner for those charges or taxes, the CONTRACTOR agrees to hold the TOWN harmless from those costs, including attorney's fees.
- E. The CONTRACTOR, at its sole expense, shall obtain and keep in force any and all necessary licenses and permits.

VI. Indemnification and Insurance.

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN, its officials, officers, agents, employees, and volunteers from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, and expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the TOWN or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereinafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the TOWN and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, RCW 51. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** These indemnifications shall survive the termination of this Agreement.
- D. Contractor shall maintain and keep in force the following insurance policies during the term of this Agreement:**
 - 1. Commercial General Liability** Insurance, written on ISO occurrence form CGOO 01, which shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town.
 - 2. Auto Liability** covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 3. Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
- E.** A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

VII. Conflict of Interest.

No officer, employee, or agent of the TOWN, nor any member of the immediate family of any such officer, employee, or agent shall have any personal financial interest, direct or indirect, in this Agreement. The CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes, and regulations. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

VIII. Interpretation and Venue.

- A.** Washington law shall govern the interpretation of this Agreement. Skagit County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C.** This Agreement constitutes the complete and final agreement of the parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter and may be modified only by a writing signed by both parties.

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

X. Notices: Any notices required to be given by the TOWN to the CONTRACTOR or by the CONTRACTOR to the TOWN shall be in writing and delivered to the parties at the following addresses:

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

Spark Cleaning Services
Flora Villanueva
17391 Hulbert Road
Mount Vernon, WA 98273

IN WITNESS WHEREOF the TOWN and the CONTRACTOR have caused this Agreement to be executed on the dates written below.

TOWN OF LA CONNER

CONTRACTOR

By: Mayor Marnan Hanneman

By: Spark Cleaning Services

Date: _____

Date: _____

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

TOWN OF LA CONNER

CONTRACTOR "

By: Mayor Maman Hanneman

By: Spark Cleaning Services

Date: _____

Date: 05/22/25

APPROVED AS TO FORM:

Scott G. Thomas
Town Attorney

EXHIBIT "A"

Cleaning schedule is per event; the event schedule is managed by town hall staff and is updated regularly as events are booked or canceled.

MAPLE HALL EVENT CLEANING 2025-2026:

Cleaning from 0 - 1 hour base rate of \$60 per person.
Every hour after is \$45 per hour per person

To include:

Cleaning needed is all areas of the facility based on usage.
Report any damaged areas.
Report trash collection if not in designated area.

Supplies provided by the Town of La Conner.

GARDEN CLUB EVENT CLEANING 2025-2026:

Cleaning from 0 – 1 hour base rate of \$50 per person.
Every hour after is \$35 per hour per person.

To include:

Cleaning needed in all areas of the facility based on usage.
Report any damaged areas.

Supplies provided by the Town of La Conner.

**Agreement –
Infrastructure Improvement
Agreement
(Skagit Habitat for Humanity)**

Town of La Conner

APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS

Check all that apply: ☒ Roads / Sidewalk ☒ Sewer ☒ Stormwater ☒ Water

1. The undersigned hereby makes application to the Town of La Conner, Skagit County, Washington, for permission to construct and install an improvement and/or extension of the Town's infrastructure in public rights-of-way under the Town's franchise and/or on easements over private property to connect to the Town's existing infrastructure, all of which are subject to the approval of the Town.
2. A check for \$1,500 for application fee is attached. The \$1,500 fee shall be used by the Town to cover all preliminary engineering, legal and administrative costs incurred by the Town in reviewing this application and preparing an Infrastructure Improvement Agreement (IIA).
3. Describe briefly the proposed scope and extent of your project (attach maps/sketches or additional sheets as necessary)

To develop a three-lot short plat for affordable housing project with (6) dwelling units

4. The proposed infrastructure improvements will be installed in roads and/or easements and/or on other approved public rights-of-way and shall be for the use and benefit of the property legally described as follows:

Common street address and legal description of the beneficial property (ies) which Developers warrant they are the legal owners of:

Current Legal Description Abbreviation Definitions

(0.2846 ac) TAX 12AB: THE NORTH 100.00 FEET OF LOT 1, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EAST 80.00 FEET THEREOF AS MEASURED PARALLEL TO AND AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 1. TOGETHER WITH THAT PORTION OF LOT 4, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF THE NORTHERLY PROJECTION OF THE WESTERLY LINE OF THE EAST 80.00 FEET OF LOT 1, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO. WASH., PRODUCED NORTHERLY. ALSO TOGETHER WITH THAT PORTION OF LOT 5, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTHERLY OF THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1, BLOCK 3 OF SAID MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH. PARCEL B OF SURVEY AF#202307250023

5. (a) Describe the type of improvements planned for the above-described property, i.e., single family residences, other individual residential units, or commercial usage, and the proposed number of units.

(6) affordable housing units and all infrastructure required to facilitate the development

- (b) Attach to the application three copies of each of the following:

- A preliminary plan setting forth the proposed development or infrastructure improvement: The plan shall include property boundary lines; an indication of type of development, if any; the location of roads, buildings, existing utilities, and/or other important features; type of building construction; and the number of units.
- A final or preliminary plat map or property map of the property to be developed.
- A contour map of the area with a five-foot or less contour interval: the datum shall conform to that described in Section C of this manual and the location of benchmarks shall be shown.
- Existing and proposed roadway profiles.

6. Set forth the proposed date for construction of the project and the anticipated completion date for the project:

Start of construction: June 2nd, 2025

Completion of construction: July 2026

7. Has the Fire Marshall determined the required Fire or Sprinkler flow rate required?
Yes TBD Flow Required _____ GPM

8. Set forth common street address and telephone number of Developer:

Skagit Habitat for Humanity

1022 Riverside Drive

Mt Vernon, WA 98273

9. Do you wish to be present at the meeting of the Town Council at which time your application will be reviewed?

Yes _____ No ☒

10. (a) Have you made an application to Skagit County, Town of La Conner, or any other municipality having jurisdiction of the project for a building permit or for approval of a plat, a short plat, a rezone, or a planned unit development? If yes, list the name of the agency or agencies and type of action requested.

Name of Agencies

Dates Applied

Skagit County - Concurrent review of building plans

5-13-25

- (b) Have you prepared an environmental checklist, negative declaration, or EIS?

Yes ☒ No _____

If yes, list name of lead agency:

Kane Environmental, and GEOTEST

Date of application: _____

If an EIS, negative declaration, or checklist has been completed, attach a copy.

11. Do you want the Town's Engineers to provide an estimate to prepare the infrastructure plan for the proposed project?

Yes _____ No ☒

12. **Disclaimer:** In submitting this application and payment of fee, the applicant understands and agrees that the Town of La Conner does not imply or guarantee that the proposed project is feasible, permitable or that the Town of La Conner has sufficient capacity in any of the impacted utilities to allow additional connection. The Town can not anticipate the full extent of the proposed project implications and mitigating costs. Should the applicant elect to stop the project application review and or revise the proposed project the Town shall not refund any fees for which the Town has incurred costs.

13. Signatures and Contact Information

Signed by:



Scott Fox

(Print Name)

Date:

5-20-25

Developer:

Skagit Habitat for Humanity

Address:

1022 Riverside Dr, Mt Vernon 98273

Telephone/Fax

Email:

construction@skagithabitat.com, s.fox@skagithabitat.com

Engineer:

Bradley Engineering (structural) Harmsen (civil)

Address:

Telephone/Fax

Email:

Architect:

Westcoast Limited, LLC

Address:

494 W King Tut Rd, Bellingham, WA 98226

Telephone/Fax

3607399144

Email:

westcoastlimited@comcast.net

Town of La Conner

REVIEW OF THE APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS RELATED TO DEVELOPMENT

Check all that apply: ☒ Sewer ☒ Water ☒ Stormwater ☒ Roads

1. Have all the questions in the application been adequately addressed?

Yes ☒ No ☐

Comments: _____

2. Upon submission of the preliminary plan to the Town, the Town's Engineer will set forth the capacity necessary for the contemplated improvement(s). Does the anticipated demand exceed the capacity of the proposed improvement(s) and/or system(s)?

Sewer: Yes ☐ No ☒

Water: Yes ☐ No ☒

Stormwater: Yes ☐ No ☒

Roads: Yes ☐ No ☒

Comments: _____

3. Can the development be served by gravity sewer?

Yes ☒ No ☐

4. Is a latecomer's charge, connection charge, or other charges against the real property subject of the developer extension?

Yes ☐ No ☒

5. Is the project within the Town limits

Yes ☒ No ☐

6. Does this project require an amendment to the Town's comprehensive plan?

Yes _____ No x _____

7. The Town has reviewed the application.

Comments: _____

Prepared by: Scott Fox - Construction Director

Accepted by: _____

Rejected by: _____

Town of La Conner

Skagit County, Washington

INFRASTRUCTURE IMPROVEMENTS AGREEMENT

Public Utilities and Roads

The undersigned, this 20 day of MAY, 2025, hereinafter referred to as “Developer”, hereby makes application to the Town of La Conner in Skagit County, Washington, hereinafter referred to as “Town”, for permission to construct and install infrastructure improvements in the public right-of-way and/or within easements which are subject to the control of the Town, and to connect to the Town’s stormwater collection, water distribution, roadway, and/or wastewater collection system, and makes the following representation and agreements, to-wit:

1. LOCATION AND IMPROVEMENTS

The proposed infrastructure improvements will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereinafter legally described as follows:

Legal Description of Property:

Current Legal Description Abbreviation Definitions

(0.2846 ac) TAX 12AB: THE NORTH 100.00 FEET OF LOT 1, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THE EAST 80.00 FEET THEREOF AS MEASURED PARALLEL TO AND AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 1. TOGETHER WITH THAT PORTION OF LOT 4, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF THE NORTHERLY PROJECTION OF THE WESTERLY LINE OF THE EAST 80.00 FEET OF LOT 1, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., PRODUCED NORTHERLY. ALSO TOGETHER WITH THAT PORTION OF LOT 5, BLOCK 3, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTHERLY OF THE WESTERLY PROJECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 1, BLOCK 3 OF SAID MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH. PARCEL B OF SURVEY AF#202307250023

2. DESCRIPTION OF INFRASTRUCTURE IMPROVEMENTS AND OWNERSHIP

The proposed improvements will consist of approximately;

- _____ lineal feet of sewer pipe,
- _____ lineal feet of storm pipe,
- _____ lineal feet of water pipe,
- _____ lineal feet of roadway improvements,

and appurtenances and shall be installed in accordance with plans and specifications approved by the Town, and in accordance with the standards and conditions for constructing extensions to the Town's utility and street system, the terms and conditions of which are attached hereto and made a part hereof.

Developer represents, guarantees, and warrants that it is the owner of said project as above described in Section No. 1.

3. FEES AND CHARGES

A. Project Deposit: All costs incurred by the Town on this project shall be borne by the Developer. The Developer shall deposit funds in an amount that shall be determined by the Town after review of the application. The funds shall be in payment for the costs to be incurred by the Town including, but not limited to, inspection, engineering, legal, financial, or other services performed by or for the Town relating to this project. The Developer shall be responsible for the payment of all actual costs incurred by the Town before the project is accepted by the Town. The funds shall be paid to the Town in compensation for the following work:

1. Preparation or review of utility and road system plans and specifications.
2. Construction inspection.
3. Communications regarding the Town requirements.
4. Review of as-built drawings.

B. Administrative Fee: In addition to the costs described in Section 3.A., a fee of 15 percent* of all costs described under Section 3 will be charged to cover the Town's administrative costs, including recording fees, and shall be paid to the Town prior to acceptance.

*The 15 percent fee does not apply to design costs in the case where the Town's Engineer performs the design work.

C. The remaining project deposit may be retained for one year after final acceptance, at which time all the unexpended fees will be returned to the Developer. This deposit will be used for warranty inspection and final acceptance procedures.

- D. Sewer System Isolation Deposit: Prior to starting sewer construction, a \$1,000 system isolation deposit shall be paid to the Town. The isolation device shall be in place and inspected by the Town prior to the start of construction. It shall remain in place and be functional during construction and shall not be removed without the authorization of the Town. If the above stipulations are not adhered to, the \$1,000 deposit shall be forfeited.

4. PAYMENT - SECURITY OF FEES

The Project Deposit described in Item 3 above shall be paid by the Developer to the Town as follows:

- A. One-half (1/2) of the fee at the time the Agreement is made.
- B. The remaining one-half (1/2) of the fee will be paid before construction begins.
- C. Final costs not covered by the original fee shall be paid before the infrastructure improvements are accepted by the Town.
- D. Any unpaid charges detailed herein shall be and become a lien on the property described in Paragraph 1 hereof.

5. ENGINEERING SUBMITTALS

The submittals shall be made in accordance with the Infrastructure Improvements Project Manual.

6. DESIGN AND CONSTRUCTION

The design and construction of the utilities and roads shall be subject to standards of design and construction set forth in the Town's *Infrastructure Improvements Project Manual*, the Town's "Uniform Development Code," the referenced standards in those documents, and as interpreted by the Town's Engineer.

7. EVIDENCE OF INSURANCE

(a) Developer and Developer's contractor shall assume responsibility for securing and maintaining, during the life of this Contract, public liability insurance for bodily injury and property damage liability including, without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.), and contingent liability, including product and contemplated operations and blanket contractual liability, which insurance shall protect Developer, the Town of La Conner and the Town of La Conner's engineers in the amounts specified in Sections (b)(1) and (b)(2) below and as specified in Section 00700-15 of the Developer Project Manual. Coverage shall also be obtained for environmental damage during the construction and the guarantee period, unless the Town of La Conner waives this coverage on account of Developer's inability to purchase same. Developer or contractor shall have the Town of La Conner and Town of La Conner engineers specifically added as additional named insureds in said policies, all at no cost to the Town of La Conner or Town of La Conner engineers. The above

insurance shall cover the Town of La Conner, Town of La Conner engineers, Developer and subcontractors for claims or damages of any nature whatever, including, but not limited to, bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract, whether such operations be performed by themselves or by any subcontractor or anyone directly or indirectly employed by either of them, and Developer agrees, in addition, to indemnify and save harmless the Town of La Conner and Town of La Conner engineers, or both, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Contract by Developer, any subcontractor or persons working directly or indirectly for Developer, or on account of or in consequence of any neglect by any of said parties in safeguarding the work or failure to conform with the safety standards for construction work adopted by the Safety Division of the Department of Labor and Industries of the State of Washington.

(b) The minimum amount of such insurance shall be as follows:

(1) Bodily injury liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for injuries, including accidental wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 (One Million Dollars) on account of any one occurrence;

(2) Property damage liability insurance in an amount not less than \$1,000,000.00 (One Million Dollars) for each occurrence.

(c) Developer or contractor shall not cause any policy to be canceled or permitted to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, or any other material change, until notice has been mailed to the Town of La Conner by certified mail, return receipt requested, stating when, not less than thirty (30) days thereafter, such cancellation or reduction or change shall be effective.

(d) All certificates of insurance, authenticated by the proper officers of the insurer, shall state in particular the names of those insured, the extent of the insurance, and the location, character or extent of the work to be performed by such contractor or subcontractor. Any determination of acceptance of lesser coverage shall rest solely with the Town of La Conner.

(e) Copies of all certificates of insurance shall be kept on file at the Town of La Conner office.

8. INDEMNIFICATION

A. Developer will indemnify and save the Town of La Conner and/or the Town of La Conner's agents harmless from all claims and costs of defense thereof, including (by illustration but not limitation) attorneys' fees, expert witness fees and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance at depositions, hearings, arbitration proceedings, settlement conference and trials, growing out of the demands of the contractor, other property owners or subcontractors, laborers, workmen, mechanics, material men or suppliers, incurred in the performance and work necessary to complete the Developer Extension. Developer shall, at the Town of La Conner's request, furnish satisfactory evidence that all obligations of any nature described in this Contract have been satisfied, discharged, paid and/or waived.

B. In the event the Town of La Conner has waived the requirement for insurance coverage for environmental damage during construction and during the guarantee period, Owner's indemnification agreement, as set forth above, shall extend to any and all claims, including claims, citations, fines, penalties or other enforcement actions by governmental agencies, arising from harm or damage to the environment during construction of Developer's project or during the guarantee period.

9. PERFORMANCE BOND

The Developer and/or Developer's Contractor shall provide a performance bond as described below. The Town may accept a refundable cash deposit, amount to be determined by the Town, in lieu of the performance bond.

The Developer shall, prior to beginning construction, furnish the Town with a performance bond in penal sum equal to the amount of the construction cost, as determined by the Town, conditioned upon the performance by the Developer's Contractor of all undertakings, covenants, terms, conditions, and agreements with the Town, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in Washington State and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

The expense of these bonds shall be borne by the Developer. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in Washington State or is removed from the list, "Surety Companies Acceptable on Federal Bonds," the Developer shall substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town.

10. MAINTENANCE BOND

In addition to the cash deposit or performance bond required by Item 9 hereof, the Developer shall provide a maintenance bond in the amount of fifteen percent (15%) of the construction costs attributable to any infrastructure improvement. Said bond shall guarantee maintenance for one (1) year after acceptance of the improvements by the Town and shall be in a form acceptable to the Town.

11. EASEMENTS

All required easements shall be obtained by the Developer at his or her sole cost and expense. The easement legal description shall be prepared by a licensed professional surveyor and shall bear his or her seal. The Town Engineer will place the easement on the proper form and it will be returned to the Developer for signature. Where applicable, the Developer shall provide an easement compatible with the Town's Comprehensive Plan(s) to ensure continuation of the utility line or right-of-way. At the completion of construction and prior to Town acceptance of the improvements, the Developer shall deliver all final signed easements to the Town.

The Developer shall obtain all easements required for intervening properties prior to commencement of construction.

12. PERMITS

All the necessary permits shall be obtained by the Developer. The Town shall be provided with a copy of all such permits before construction begins.

13. ELEVATION AND ALIGNMENT CONTROL

The Developer is solely responsible for establishing and maintaining horizontal and vertical control. Town construction approval or inspection does not warranty or imply the accuracy of the Developer's Contractor. The Developer shall advise the Town in writing of any changes which may be contemplated during construction.

14. CONNECTION TO THE TOWN'S SYSTEMS

Not less than 48 hours prior to the time that the Developer desires connection to the Town's systems, written application for permission to make the actual connection at a specified time shall be made by the Developer. All new connections to the existing systems and all testing of the new line shall require authorization of the Town and shall be conducted in the presence of the Town's representative(s).

15. FINAL ACCEPTANCE

The Town agrees to accept title to the improvements after all work is complete and after the Town makes a final inspection to determine that each system is completed in accordance with the plans and specifications. Acceptance of said improvements shall be by resolution of the Town Council upon receipt of a completed, executed conveyance of utility facilities and payment in full of all fees and charges.

16. CONVEYANCE OF CONSTRUCTED FACILITY

The Developer agrees to execute a conveyance of facility (bill of sale) approved by the Attorney for the Town within sixty (60) days of the approved and completed infrastructure improvements. Said conveyance will provide for transfer of title of the constructed infrastructure from the Developer to the Town and will further include the following items and statements:

- A. Cost, including administration, legal and engineering fees, as applicable, for each respective utility component.
- B. A statement indicating that the Developer is the lawful owner of said property and it is free from all encumbrances.
- C. A statement indicating that all bills for labor and material have been paid.
- D. A statement indicating that the Developer has the right to transfer said title and will warrant and defend the same against lawful claims and demands of all persons for one (1) year from the date of the conveyance of facility.
- E. Consideration shall be recited that the Developer grants the infrastructure to the Town for the consideration of incorporating the system(s) in the overall utility system of the Town.
- F. A statement indicating that the Developer further warrants that the constructed system will remain in working order and condition for a period of one (1) year from the date of the conveyance of the facility(ies) except where abused or neglected by the Town, and that the Developer will repair or replace at his own expense any work or material that may prove to be defective during said one (1) year period of warranty.
- G. In the event that the Town resorts to legal counsel to enforce the warranty, the Town shall receive its attorney's fees.

17. PAYBACK AGREEMENT EXECUTION AND RECORDING

Following receipt of the conveyance of facility as heretofore described, the Town agrees to execute and record a payback agreement. Said payback agreement will provide as follows:

- A. For water and sewer facilities, the parties agree to be bound pursuant to the terms of the "Municipal Water and Sewer Facilities Act," Chapter 35.91 RCW.
- B. The Developer has constructed and installed the facilities in the general vicinity (describe the vicinity) as portrayed by a map attached and made a part of the payback agreement.
- C. That said conveyance of the facilities has been attached to the payback agreement.
- D. That the facilities have been accepted by the Town and that the Developer will be supplied with water and sewer service at the rate established by the Town for their class of service.
- E. That the payback agreement will continue for a period of ten (10) years from the date of the agreement wherein the Town will agree to reimburse the Developer and his assigns in accordance with the agreement the pro-rata share of the construction of said facilities.
- F. The owner of real estate who subsequently taps into, uses, or connects to the constructed facilities pursuant to this agreement will be charged a fair pro-rata share of the costs of the construction of these facilities.
- G. No person, firm or corporation shall use the facilities or extensions thereof during the period of time prescribed in such contract without first paying to the Town the full amount required by the provisions of the contract. All amounts so received by the Town shall be paid out by it under the terms of that contract within sixty (60) days after the receipt thereof.

18. RESPONSIBILITY FOR PROJECT MANAGEMENT

The Developer shall be responsible for project management and coordination. Project management includes, but is not limited to, overall project coordination, which encompasses utility and road locations and elevations.

19. AGREEMENT OF RESTRICTION

This Agreement is intended to be an Agreement of Restriction encumbering the said development as legally described in paragraph 1 above until such performance by the Developer of all of the terms and conditions contained herein, including any and all

payments required to be made to Town for connection charges and any other obligations from Developer to the Town.

20. OTHER AGREEMENTS

The Developer shall, under no circumstances, make and/or enter into any agreements or contracts with other property owners, whether within or without the confines of the Town of La Conner, concerning utility services to their properties without the prior written consent of the Town.

21. CONVEYANCE OF TITLE

In the event the Developer conveys title to the subject tract prior to connection of any lot or lots, it shall then be the full responsibility of the Developer to locate the existing utility stub for any subsequent owners or developers.

22. BINDING

This Agreement is binding on the heirs, successors, and assigns of each of the parties hereto.

23. AGREEMENT

I, Skagit Habitat for Humanity, the owner of the herein described property have read and accept the terms and conditions set forth in this Agreement.



Scott Fox - Construction Director

TOWN OF La CONNER

Upon compliance with the terms and conditions of this Agreement by the above-named Developer, the Town of La Conner will accept said infrastructure improvements.

By: _____

Mayor
Town of La Conner