



TOWN COUNCIL AGENDA

August 12, 2025, 6PM

Maple Hall.

204 Commercial Street

Skagit County Washington
Incorporated 1890
www.townoflaconner.org

I. Call to Order

II. Pledge of Allegiance

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

IV. Presentations:

V. CONSENT AGENDA

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

1. Approval of the Minutes: Council Meeting of July 22, 2025 and Council Special Meeting of July 22, 2025
2. Finance:
Approval of Accounts Payable
Approval Payroll

B. Items Removed from the Consent Agenda

VI. REPORTS

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

VII. UNFINISHED BUSINESS:

1. Logo Design Contest – Submission Guidelines
2. Agreement - Change Order Fulltime Fabrications (Fireboat)
3. Resolution – Appointment to the Arts Commission (Dalton)
4. Resolution – Appointment to the Planning Commission (Corey & Ojalchto)

VIII. NEW BUSINESS

1. Cannon Financial Copier Purchase Order - Approval to Sign

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
July 22, 2025 – 6:00 p.m.

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

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

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

Public Comments: No Public Comments.

Consent Agenda:

Approval of Agenda

Approval of the Minutes of the June 24, 2025 Council Meeting.

Accounts Payable:	Checks	28314 - 28348	\$108,579.28
	Electronic Pmts.	<u>2018360 – Excise Tax</u>	<u>\$9,178.49</u>
		Total Accounts Payable	\$117,757.77

Payroll of July 18, 2025:	Checks 6125 - 6131	\$2,027.95
	Payroll Auto Tax Payment #2018361	\$10,117.39
	<u>Payroll Auto Deposit</u>	<u>\$29,706.01</u>
	Total Payroll	\$41,851.35

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

Administrator's Report:

Administrator Thomas encouraged everyone to see the plaque on the Boardwalk in appreciation of former Mayor Hayes.

Revenue and Expenditure Report:

Mayor Hanneman was very positive on the incoming taxes. Administrator Thomas attended the Chamber meeting, and they have noticed an increase in Canadian visitors.

Department Head Reports:

Public Works:

Public Works Director Lease stated the Washington and Road Pedestrian project is going well and on schedule. Zipley has nearly completed the installation of the main infrastructure for the fiber optic cable, but has several more permits to submit for the next phase.

WWTP:

Mayor Hanneman asked for an update of the installation of the tribal meter replacement. Cristina Dotson, Plant Operator Wynn's assistant, stated the estimate for the meter replacement has not increased. She will have WWTP Operator Wynn contact the Mayor with an update on the date of installment.

Fire Department:

Councilmember Carlson explained the date for the completion of the Fireboat may be delayed. They have to order a new Tack Radio which could be a few weeks for delivery.

Planning:

Planner Eills shared the Comprehensive Plan periodic update cycle has been completed. It will no longer be in the Planner reports moving forward. It was a slow month for permitting.

Mayor's Report

- The Mayor noted the Skagit Bureau of Tourism Task Force will meet in person on October 1, 2025, at Maple Hall. SCOG's search for an Executive Director is ongoing.

- We currently have two positions to fill on both the Art's and Planning Commissions.
- The Port has expressed interest in co-hosting the La Conner Live Concerts. Two weeks at the Port and two weeks at Gilkey Square. They were also receptive to a farmer's market.
- August 7th at 11:00am in Pioneer Park, the Pioneer Association will dedicate the bandstand to former Mayor Bud Moore.
- The 2025 Paddle to Elwha canoe landing at the Swinomish Tribe is scheduled for July 26, 2025 at 4:00 pm., with dinner at the Boys and Girls Club after. Everyone is invited.

Council Committee Reports:

Arts Commission:

Councilmember Taylor reported the Commission is down two positions. They are working on the Creative District. Also, a member of Arts Washington will be visiting La Conner for our Art Walk Tour on August 14th.

Emergency Management Commission:

Councilman Dole reported the Commission is working with the school to recruit students to create inserts that will be circulated in the local paper and possibly the Camano Island Paper. The insert will have information on disaster planning and available shelters. Also, they are still looking for handheld radios and working with the County on the Hazard Mitigation Plan.

Parks Commission:

Councilmember Wohleb stated the project "A Tree on Morris Street" is going well. You can donate by going to atreeonmorisst.org, WA Fed Bank or contacting Parks Commissioner Mike Bucey. They are still working on the costs of the purchase of a tree, the installation and the plaque. The plaques will be the same as on the benches for consistency. They will be campaigning on social media.

The Prayer Wheel is at Public Works for the repair of the back. Once completed, it will be placed back at its original spot at Maple Hall for the Senior's to paint. Also, the fish slide is in the process of restoration.

Mayor Pro Tem:

Councilmember Chamberlain moved to assign Councilmember Dole as Mayor Pro Tem. Motion seconded by Councilmember Wohleb. Motion carried 5/0.

Ordinance 1262 Amendment of Ordinance 1260, 2025 Comprehensive Plan:

Planner Eills explained this amendment clarifies the action taken by the Town Council at the last meeting. Council approved the full 2025 Comprehensive Plan, recognizing the Planning Commission made an alternate recommendation.

Councilmember Tayler moved to approve Ordinance 1262, amending Ordinance 1260. Motion seconded by Councilmember Carlson. Motion carried 5/0.

Resolution 671 – Adopting the 2025 Water Plan Update.

Public Works Director Lease presented the ten-year 2025 Water Plan Update. It has gone through all the required agencies.

Councilmember Taylor moved to approve Resolution 671, adopting the 2025 Water Comprehensive System Plan Update. Motion seconded by Councilmember Dole. Motion carried 5/0.

Resolution 672 – Greenhouse Gas Reduction Policy:

Administrator Thomas noted this is needed for submission of grants. Discussions included other alternative energy sources and vehicle charging stations.

Councilmember Chamberlain moved to approve Resolution 672, for the Greenhouse Reduction Policy. Motion seconded by Councilmember Taylor. Motion carried 5/0.

Cellular Water Meter Updates:

Public Works Director Lease explained he has \$40,000 budgeted this year for the meter changeouts, but before he starts the process, he wanted to be sure Council was on board for future costs. Once he starts the exchange to cellular meters, he has to complete the system changeout. He would like this done in next four years. To do that,

he would have to budget \$100,000 per year. These meters are cellular and operate on real time. Customers can sign up to receive notifications of leaks at the time it happens, rather than a Town's notification that could be weeks into a leak. Also, they can set the notifications to alert them after they have reached a specific consumption. This will save on staff time and benefit the customer.

It was the consensus of the Council to move forward with the cellar meter exchanges and future budgets to meet the costs.

Brand Creations:

Planner Eills explained we are moving forward with our web design updates, but have found the Town really does not have a concrete brand template, to include font and color. This affects our current logo, that does not read well at small scales. She is requesting a rebranding, to include a new Town logo. This would involve community involvement for design and selection. It was the consensus of the Council to move forward with the new Town logo.

Mayor Roundtable:

Discussions included the 2026 fireworks display and changing the policy for the Planning Commission positions to three within the Town limits and two within the school district.

There being no further business the meeting ended at 7:02 p.m.

Maria DeGoede, Finance Director

Marna Hanneman, Mayor

Town of La Conner

Town Council Special Meeting
July 22, 2025, 5:00 p.m.

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

Also Present: Administrator Thomas, Finance Director DeGoede, Public Works Director Lease and Planner Eills

The meeting was called to order by Mayor Hanneman for the Council Strategic Plan Update and 2026 Budget.

Administrator Thoms reviewed the status of the five focus areas of the Strategic Plan:

1. A Robust, Affordable and Inclusive Economy.

We continue to work with our partnership with the Port, we have included an Economic Development Plan in our Comprehensive Plan Update. We have not moved forward with creating an artist's market or festival.

2. Public Safety

The fireboat has been purchased and we have completed our Comprehensive Emergency Management Plan. We have not pursued a new fire engine.

3. Climate and Environmental Sustainability

We have added a Climate Resiliency Element to the Comprehensive Plan and have identified solar project opportunities.

4. Capital Projects and Utilities

Last year we completed the Moore Clark Plan and this year the WWTP plans. We have initiated discussions with the Port on a location for Public Works, but have not moved forward with moving Town Hall to Maple Center.

5. An Effective Town Organization

We have adopted a social media policy, created a Facebook page and the Mayor hosts quarterly coffees with residents. Currently we are implementing an asset management program, Council adopted a grant policy, we are working with the Chamber of Commerce to enhance events and begun a career path for Public Works.

There being no further business the meeting ended at 5:50 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 August 12, 2025 Claims have been received and that;

Checks Numbered:	28349– 28408	\$251,503.41
Voided Check 28273		

Auto Payments:		
Invoice Cloud	#2018367	\$172.60
US Bank Pmt. Stations	#2018368	\$465.30

Are approved for a total payment of \$252,141.31 this 12th day of August 2025.

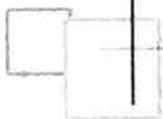
Marie S. DeLoach
Finance Director

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember

Voucher Directory



Fiscal: : 2025 - August

Council Date: : 2025 - August - First Council Meeting

Andrea's House Cleaning Services
28349

2025 - August - First Council Meeting

Invoice - 0047

July 2025 Town Hall/Sheriff Cleaning

001-000-518-30-48-01	Building Repair & Maintenance	\$350.00
Total Invoice - 0047		\$350.00
Total 28349		\$350.00
Total Andrea's House Cleaning Services		\$350.00

Arne Svendsen Trucking, Inc.
28350

2025 - August - First Council Meeting

Invoice - 64449

5/8" Crushed Rock & Utility Sand

403-000-531-38-48-03	System Repair & Maintenance	\$964.88
Total Invoice - 64449		\$964.88

Invoice - 64470

5/8" Crushed Rock

403-000-531-38-48-03	System Repair & Maintenance	\$499.39
Total Invoice - 64470		\$499.39

Total 28350

Total Arne Svendsen Trucking, Inc.

Badger Meter, Inc.
28351

2025 - August - First Council Meeting

Invoice - 80204194

Becan Hosting

401-000-534-80-41-00	Professional Services	\$57.17
	Hosting Serv Unit	
Total Invoice - 80204194		\$57.17

Total 28351

Total Badger Meter, Inc.

Canon Financial Services INC.
28352

2025 - August - First Council Meeting

Invoice - 41393630

Copier Lease

001-000-518-30-40-00	Lease Agreement Tax	\$10.58
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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 - 41393630		\$188.93
Total 28352		\$188.93
Total Canon Financial Services INC.		\$188.93

Cascade Natural Gas Corp	2025 - August - First Council Meeting	
28353		
Invoice - CascadeGasJuly2025		
Utility - Gas		
001-000-518-30-47-00	Public Utility Services	\$30.87
204 Douglas-Town Hall		
001-000-522-20-47-00	Public Utility Services	\$48.90
12142 Chilberg-Fire Hall		
003-000-575-50-47-01	Public Utility Services-MH/MC	\$42.16
108 Commercial-MH/MC		
003-000-575-50-47-02	Public Utility Services-GC	\$82.46
622 S 2nd Street-GC		
401-000-534-80-47-00	Public Utility Services	\$21.20
604 N 3rd Street - PW		
409-000-535-80-47-00	Public Utility Services	\$76.27
12154 Chilberg - WWTP		
409-000-535-80-47-00	Public Utility Services	\$236.23
12154 B Chilberg - Sewer		
Total Invoice - CascadeGasJuly2025		\$538.09
Total 28353		\$538.09
Total Cascade Natural Gas Corp		\$538.09

City of Anacortes	2025 - August - First Council Meeting	
28354		
Invoice - CityofAnacortesJuly2025		
July 2025 Water Charges		
401-000-534-80-33-00	Purchase of Wholesale Water	\$27,873.00
Water sales		
Total Invoice - CityofAnacortesJuly2025		\$27,873.00
Total 28354		\$27,873.00
Total City of Anacortes		\$27,873.00

Copiers Northwest
28355

2025 - August - First Council Meeting

Invoice - INV3037033

Copies			
001-000-518-30-31-00	Office & Operating Supplies		\$54.20
70			
401-000-534-80-31-00	Office & Operating Supplies		\$11.62
15			
409-000-535-80-31-00	Office & Operating Supplies		\$11.62
15			
		Total Invoice - INV3037033	\$77.44
			\$77.44
			\$77.44

Total 28355

Total Copiers Northwest

Cristina Calvert-Clements
28356

2025 - August - First Council Meeting

Invoice - ClementsPPDepRef8/2/25

Clements Pioneer Park Dep Ref 8/2/25			
002-000-582-10-00-00	Park Deposit Refund		\$200.00
		Total Invoice - ClementsPPDepRef8/2/25	\$200.00
			\$200.00
			\$200.00

Total 28356

Total Cristina Calvert-Clements

Daniel & Janet Bell
28357

2025 - August - First Council Meeting

Invoice - BellGCDepRef7/26/25

Bell Garden Club Dep Ref 7/26/25			
003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$300.00
		Total Invoice - BellGCDepRef7/26/25	\$300.00
			\$300.00
			\$300.00

Total 28357

Total Daniel & Janet Bell

Deborah Nicol
28358

2025 - August - First Council Meeting

Invoice - NicolPPDepRef7/4/25-2

Nicol Pioneer Park Dep Ref 7/4/25			
002-000-582-10-00-00	Park Deposit Refund		\$100.00
		Total Invoice - NicolPPDepRef7/4/25-2	\$100.00
			\$100.00

Total 28358

VoidCk28273

2025 - August - First Council Meeting

Invoice - VoidCk28273

Void Check 28273

002-000-582-10-00-00

Park Deposit Refund

(\$200.00)

Total Invoice - VoidCk28273

Total VoidCk28273

Total Deborah Nicol

(\$200.00)

(\$200.00)

(\$200.00)

(\$100.00)

E & E Contracting

28359

2025 - August - First Council Meeting

Invoice - TIBWARdPedImpPmtReq#3

WA & Road St Ped Imp Payment Req #3

005-000-595-65-61-02

TIB Pedestrian Improvements

\$50,419.60

Total Invoice - TIBWARdPedImpPmtReq#3

Total 28359

Total E & E Contracting

\$50,419.60

\$50,419.60

\$50,419.60

\$50,419.60

Environmental Resource Associates

28360

2025 - August - First Council Meeting

Invoice - 118793

Testing Supplies - Coliform Microbe, PH, Demand, Hardness & Dissolved Oxygen

409-000-535-80-48-05

Materials/Testing

\$701.18

Total Invoice - 118793

Total 28360

Total Environmental Resource Associates

\$701.18

\$701.18

\$701.18

\$701.18

Ericksen & Svendsen

28361

2025 - August - First Council Meeting

Invoice - 7705

Whatcom Drainage Reclaim

403-000-531-38-48-03

System Repair & Maintenance

\$392.05

Total Invoice - 7705

Total 28361

Total Ericksen & Svendsen

\$392.05

\$392.05

\$392.05

\$392.05

ESO Solutions Inc.

28362

2025 - August - First Council Meeting

Invoice - ESO-174343

NFIRS

001-000-522-20-41-00

Professional Services

\$91.77

Total Invoice - ESO-174343

Total 28362

Total ESO Solutions Inc.

\$91.77

\$91.77

\$91.77

\$91.77

Eurofins Environment Testing NW
28363

2025 - August - First Council Meeting

Invoice - 25-20585

Influent & Effluent Testing		
409-000-535-80-48-05	Materials/Testing	\$416.00
Sewer Testing		

Total Invoice - 25-20585

\$416.00

Invoice - 25-20593

Effluent & Biosolids Testing		
409-000-535-80-48-05	Materials/Testing	\$682.00
Sewer Testing		

Total Invoice - 25-20593

\$682.00

Invoice - 25-20758

Heterotrophic Count Testing		
401-000-534-80-41-00	Professional Services	\$64.00
Water Testing		

Total Invoice - 25-20758

\$64.00

Invoice - 25-21409

Influent & Effluent Testing		
409-000-535-80-48-05	Materials/Testing	\$273.00
Sewer Testing		

Total Invoice - 25-21409

\$273.00

Invoice - 25-22261

Coliform Testing		
401-000-534-80-41-00	Professional Services	\$26.00
Water Testing		

Total Invoice - 25-22261

\$26.00

Total 28363

\$1,461.00

Total Eurofins Environment Testing NW

\$1,461.00

Farmers Equipment Company Inc
28364

2025 - August - First Council Meeting

Invoice - Bur-2013425

Repair Hydraulic Fluid Leak		
412-000-554-90-48-06	Compost Machinery/Equip	\$188.33

Total Invoice - Bur-2013425

\$188.33

Total 28364

\$188.33

Total Farmers Equipment Company Inc

\$188.33

Fastenal Company
28365

2025 - August - First Council Meeting

Invoice - WAANA163131

Disposable Gloves		
401-000-534-80-48-03	System Repair & Maintenance	\$20.06

Total Invoice - WAANA163131

\$20.06

Invoice - WAANA163171			
Gloves & Wipers			
409-000-535-80-31-02		Lab Supplies	\$457.63
Total Invoice - WAANA163171			\$457.63
Invoice - WAANA163362			
Nitrate Gloves			
409-000-535-80-31-02		Lab Supplies	\$129.21
Total Invoice - WAANA163362			\$129.21
Invoice - WAANA163363			
Garbage Bags			
003-000-575-50-31-05		Public Restroom Supplies	\$121.40
Total Invoice - WAANA163363			\$121.40
Invoice - WANNA163178			
Nitrate Gloves			
401-000-534-80-48-03		System Repair & Maintenance	\$61.35
Total Invoice - WANNA163178			\$61.35
Total 28365			\$789.65
Total Fastenal Company			\$789.65
 General Pacific Inc			
28366	2025 - August - First Council Meeting		
Invoice - 1523194			
Assembly & Shipment for Water Meters			
401-000-534-80-48-00		Repair & Maintenance	\$930.47
Total Invoice - 1523194			\$930.47
Invoice - 1523432			
Water Meter Supplies			
401-000-534-80-48-00		Repair & Maintenance	\$36,352.54
Total Invoice - 1523432			\$36,352.54
Total 28366			\$37,283.01
Total General Pacific Inc			\$37,283.01
 Grainger			
28367	2025 - August - First Council Meeting		
Invoice - 9565446474			
Scissors			
409-000-535-80-31-02		Lab Supplies	\$11.44
Total Invoice - 9565446474			\$11.44
Invoice - 9565507549			
Multi-Gas Detector Space Kit			
409-000-535-80-31-00		Office & Operating Supplies	\$1,655.62
Total Invoice - 9565507549			\$1,655.62
Invoice - 9568682307			
Straight Flute Tap			
409-000-535-80-48-03		Pipe Repair & Maintenance	\$46.98
Total Invoice - 9568682307			\$46.98

	Invoice - 9570082066		
	Shank Drill		
	409-000-535-80-48-03	Pipe Repair & Maintenance	\$28.58
	Total Invoice - 9570082066		\$28.58
	Invoice - 9572743756		
	Exterior Paint		
	409-000-535-80-48-01	Plant Repair & Maintenance	\$255.83
	Total Invoice - 9572743756		\$255.83
	Invoice - 9573081990		
	Primer		
	409-000-535-80-48-01	Plant Repair & Maintenance	\$174.17
	Total Invoice - 9573081990		\$174.17
	Invoice - 9585151310		
	Barricade Tape & Traffic Cones		
	409-000-535-80-48-03	Pipe Repair & Maintenance	\$152.00
	Total Invoice - 9585151310		\$152.00
	Invoice - 9586326523		
	Diesel Exhaust Fluid		
	412-000-554-90-48-06	Compost Machinery/Equip	\$108.49
	Total Invoice - 9586326523		\$108.49
	Total 28367		\$2,433.11
Total Grainger			\$2,433.11
Hach Company		2025 - August - First Council Meeting	
	28368		
	Invoice - 14583598		
	Thermal Fuse, EVAP Heater AWRS		
	409-000-535-80-48-01	Plant Repair & Maintenance	\$225.95
	Total Invoice - 14583598		\$225.95
	Total 28368		\$225.95
Total Hach Company			\$225.95
HD Supply Facilities Maint.		2025 - August - First Council Meeting	
	28369		
	Invoice - 9239154546		
	Alkaine Batteries - D		
	403-000-553-30-41-00	Repair & Maintenance Flood	\$28.69
	Total Invoice - 9239154546		\$28.69
	Total 28369		\$28.69
Total HD Supply Facilities Maint.			\$28.69

International Institute of Municipal Clerks**28370****2025 - August - First Council Meeting****Invoice - IIMC2025****Membership Dues DeGoede/Viola**

001-000-514-23-49-00	Dues & Subscriptions	\$355.00
Total Invoice - IIMC2025		\$355.00
Total 28370		\$355.00

Total International Institute of Municipal Clerks**Invoice Cloud****2018367****2025 - August - First Council Meeting****Invoice - 1022-2025-7****CC Utility Processing Fees**

001-000-514-23-41-03	Bank Service Charges	\$172.60
Total Invoice - 1022-2025-7		\$172.60
Total 2018367		\$172.60

Total Invoice Cloud**John H. Hanks****28371****2025 - August - First Council Meeting****Invoice - 7840****Setup Laptops for Fire & PW, Email Rerouting & Server Maint.**

001-000-518-30-48-00	Computer/Server Maintenance	\$608.59
001-000-522-20-31-00	Office & Operating Supplies	\$423.58
401-000-534-80-31-00	Office & Operating Supplies	\$363.58
Total Invoice - 7840		\$1,395.75

Total 28371**Total John H. Hanks****Kelly Harper****28372****2025 - August - First Council Meeting****Invoice - HarperPPDepRef6/28/25****Harper Pioneer Park Dep Ref 6/28/25**

002-000-582-10-00-00	Park Deposit Refund	\$200.00
Total Invoice - HarperPPDepRef6/28/25		\$200.00
Total 28372		\$200.00

Total Kelly Harper

LB# 1086, Lakeside Industries
28373

2025 - August - First Council Meeting

Invoice - 328120

Asphalt			
005-000-543-10-48-00	Repair & Maintenance		\$410.94
Total Invoice - 328120			\$410.94
Total 28373			\$410.94
Total LB# 1086, Lakeside Industries			\$410.94

Len Juhnke

28374

2025 - August - First Council Meeting

Invoice - JuhnkeGCCancelation8/15/25

Juhnke Garden Club Cancellation 8/15/25			
003-000-575-50-45-73	Facilities Rental Cancellation		\$900.00
003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$350.00
Total Invoice - JuhnkeGCCancelation8/15/25			\$1,250.00

Invoice - JuhnkePPCancelation8/15/25

Juhnke Pioneer Park Cancellation 8/15/25			
002-000-576-80-45-73	Park Rental Cancellation		\$100.00
002-000-582-10-00-00	Park Deposit Refund		\$200.00
Total Invoice - JuhnkePPCancelation8/15/25			\$300.00

Total 28374

Total Len Juhnke

Lloyd E Weller

28375

2025 - August - First Council Meeting

Invoice - WellerGCDepRef7/12/25

Weller Garden Club Dep Ref 7/12/25			
003-000-582-10-00-00	Maple Hall/Garden Club Deposit Refund		\$286.00
Total Invoice - WellerGCDepRef7/12/25			\$286.00
Total 28375			\$286.00
Total Lloyd E Weller			\$286.00

Nathan Seiberling

28376

2025 - August - First Council Meeting

Invoice - SeiberlingPPDepRef7/18/25

Seiberling Pioneer Park Dep Ref 7/18/25			
002-000-582-10-00-00	Park Deposit Refund		\$125.00
Total Invoice - SeiberlingPPDepRef7/18/25			\$125.00
Total 28376			\$125.00
Total Nathan Seiberling			\$125.00

National Safety, Inc.
28377

2025 - August - First Council Meeting

Invoice - 0764980-IN

Male Regulators w Valves & 4-Gas Mix
403-000-531-38-35-00 Small Tools & Equipment \$1,953.02

Total Invoice - 0764980-IN

\$1,953.02

Invoice - 0765177-IN

V-Forms HRNS Std & XL
403-000-531-38-35-00 Small Tools & Equipment \$150.02

Total Invoice - 0765177-IN

\$150.02

Total 28377

Total National Safety, Inc.

\$2,103.04

\$2,103.04

Nelson-Reisner

28378

2025 - August - First Council Meeting

Invoice - 0896357-IN

WWTP Fuel
412-000-554-90-32-00 Fuel \$3,188.32

Total Invoice - 0896357-IN

\$3,188.32

Total 28378

Total Nelson-Reisner

\$3,188.32

\$3,188.32

\$3,188.32

Nelson-Reisner

28379

2025 - August - First Council Meeting

Invoice - CL94143

Fire Dept.& Code Enf. Fuel
001-000-521-70-32-00 Fuel \$93.26
Code Enf. 1/2 Maverick Truck
001-000-522-20-32-00 Fuel \$214.21
Fire Dept.

\$93.26

\$214.21

\$307.47

Total Invoice - CL94143

Invoice - CL94144

PW Fuel
401-000-534-80-32-00 Fuel \$960.70

Total Invoice - CL94144

\$960.70

\$1,268.17

\$1,268.17

Total 28379

Total Nelson-Reisner

North Central Laboratory

28380

2025 - August - First Council Meeting

Invoice - 522496

Glass Beaker
409-000-535-80-31-02 Lab Supplies \$86.32

Total Invoice - 522496

\$86.32

	Invoice - 523118			
	M-FC Broth w Rosolic			
	409-000-535-80-31-02			
	Total Invoice - 523118			
Total 28380				\$192.40
Total North Central Laboratory		Lab Supplies		\$192.40
				\$278.72
				\$278.72
North Hills Resources				
28381				
		2025 - August - First Council Meeting		
	Invoice - 5258-039			
	Pile Grinding			
	412-000-554-90-41-07			
	Total Invoice - 5258-039			
Total 28381				\$15,381.05
Total North Hills Resources		Pile Grinding		\$15,381.05
				\$15,381.05
				\$15,381.05
Oliver Iversen				
28382				
		2025 - August - First Council Meeting		
	Invoice - Olverson7/24/25			
	Reimb. for Paint - Fish Slide			
	002-000-576-80-48-01			
	Total Invoice - Olverson7/24/25			
Total 28382		Building Repair & Maintenance		\$171.51
Total Oliver Iversen				\$171.51
				\$171.51
				\$171.51
ORCA Communication Systems				
28383				
		2025 - August - First Council Meeting		
	Invoice - 45018			
	Firefighter Background Checks -Weaver & Hiros			
	001-000-522-20-41-00			
	Total Invoice - 45018			
Total 28383		Professional Services		\$170.00
Total ORCA Communication Systems				\$170.00
				\$170.00
				\$170.00
Pape' Machinery Exchange				
28384				
		2025 - August - First Council Meeting		
	Invoice - 2432434			
	Frontloader Assessment - Engine Blown			
	412-000-554-90-48-06			
	Total Invoice - 2432434			
Total 28384		Compost Machinery/Equip		\$373.29
Total Pape' Machinery Exchange				\$373.29
				\$373.29
				\$373.29

Paul MacKenzie	28385	2025 - August - First Council Meeting					
Invoice - MackenziePPDepRef7/19/25							
Mackenzie Pioneer Park Dep Ref							
002-000-582-10-00-00		Park Deposit Refund		\$125.00			
Total Invoice - MackenziePPDepRef7/19/25				\$125.00			
Total 28385				\$125.00			
Total Paul MacKenzie				\$125.00			
Peggy Doyle	28386	2025 - August - First Council Meeting					
Invoice - DoyleGCCancellation10/18/25							
Doyle Garden Club Cancellation 10/18/25							
003-000-575-50-45-73		Facilities Rental Cancellation		\$75.00			
Total Invoice - DoyleGCCancellation10/18/25				\$75.00			
Total 28386				\$75.00			
Total Peggy Doyle				\$75.00			
PNW Quilt & Fiber Art's Museum	28387	2025 - August - First Council Meeting					
Invoice - PNWQtltMusmGCDepRef7/20/25							
Quilt Museum Garden Club Dep Ref 7/20/25							
003-000-582-10-00-00		Maple Hall/Garden Club Deposit Refund		\$187.50			
Total Invoice - PNWQtltMusmGCDepRef7/20/25				\$187.50			
Total 28387				\$187.50			
Total PNW Quilt & Fiber Art's Museum				\$187.50			
Port of Skagit Co.	28388	2025 - August - First Council Meeting					
Invoice - POSAug2025							
PW Lease Aug 2025							
002-000-576-80-45-00		Rents & Leases - Short Term		\$264.26			
10% PW Lease							
003-000-575-50-48-06		Rents & Leases Short Term		\$264.23			
10% PW Lease							
005-000-542-65-49-03		Rentals/Leases - Short Term		\$264.23			
10% PW Lease							
401-000-534-80-45-00		Rents & Leases - Short Term		\$1,056.88			
40% PW Lease							
403-000-531-38-45-00		Rents & Leases - Short Term		\$792.68			
30% PW Lease							
Total Invoice - POSAug2025				\$2,642.28			
Total 28388				\$2,642.28			
Total Port of Skagit Co.				\$2,642.28			

Powerscreen of Washington
28389

2025 - August - First Council Meeting

Invoice - PWO001315-1

D&R Machine Bearings-Wheels Service/Repair		
412-000-554-90-48-06	Compost Machinery/Equip	\$15,275.70
Total Invoice - PWO001315-1		\$15,275.70
Total 28389		\$15,275.70
Total Powerscreen of Washington		\$15,275.70

Puget Sound Energy
28390

2025 - August - First Council Meeting

Invoice - PSEAug2025

Utility - Electric		
005-000-542-63-47-00	Public Utility Services	\$794.09
125 1st Street LC Post Office #30000002505		
005-000-542-63-47-00	Public Utility Services	\$739.45
Street lights Acct #30000001705		
409-000-535-80-47-00	Public Utility Services	\$526.51
12154 Chilberg Rd WWTP		
Total Invoice - PSEAug2025		\$2,060.05
Total 28390		\$2,060.05
Total Puget Sound Energy		\$2,060.05

Simply Yards
28391

2025 - August - First Council Meeting

Invoice - 62413

Landscape Maint.- June		
002-000-576-80-48-03	System Repair & Maintenance	\$4,353.77
Total Invoice - 62413		\$4,353.77
Invoice - 62647		
Landscape Maint. - July		
002-000-576-80-48-03	System Repair & Maintenance	\$4,353.77
Total Invoice - 62647		\$4,353.77
Total 28391		\$8,707.54
Total Simply Yards		\$8,707.54

Skagit County Auditor
28392

2025 - August - First Council Meeting

Invoice - VR-2025-1-06

Portion of Voters Registration		
001-000-514-90-40-00	Voter Registration Costs	\$1,649.40
Total Invoice - VR-2025-1-06		\$1,649.40
Total 28392		\$1,649.40
Total Skagit County Auditor		\$1,649.40

Skagit County Public Health Dept
28393

2025 - August - First Council Meeting

Invoice - 16192

Liquor Tax			
001-000-566-00-41-16	Alcoholism		\$489.47
Total Invoice - 16192			\$489.47
Total 28393			\$489.47

Total Skagit County Public Health Dept

Skagit County Sheriff Office
28394

2025 - August - First Council Meeting

Invoice - JailTaxJuly2025

July 2025 County Jail Tax			
631-000-589-40-00-00	Special Use Tax - County Jail		\$5,458.18
	Special Use Tax - County Jail		
Total Invoice - JailTaxJuly2025			\$5,458.18
Total 28394			\$5,458.18

Total Skagit County Sheriff Office

Skagit Valley Publishing
28395

2025 - August - First Council Meeting

Invoice - 58383

Notice of Historic Design Review 619 . First			
001-000-558-60-44-00	Advertising		\$96.84
Total Invoice - 58383			\$96.84

Invoice - 58532

Notice of Planning Commission Position			
001-000-558-60-44-00	Advertising		\$53.80
Total Invoice - 58532			\$53.80

Total 28395

Total Skagit Valley Publishing

Sparks Cleaning Services
28396

2025 - August - First Council Meeting

Invoice - SparkClnJuly2025

July 2025 Facility Cleaning			
003-000-575-50-48-01	Building Repair & Maint-MH/MC		\$1,266.13
Total Invoice - SparkClnJuly2025			\$1,266.13
Total 28396			\$1,266.13

Total Sparks Cleaning Services

Stockton's Paint**28397****2025 - August - First Council Meeting****Invoice - 330038036**

Primer & Paint for the Fish Slide		
002-000-576-80-48-01	Building Repair & Maintenance	\$437.32
Total Invoice - 330038036		\$437.32
		\$437.32
		\$437.32
		\$437.32

Total 28397**Total Stockton's Paint****T-Mobile****28398****2025 - August - First Council Meeting****Invoice - T-Mobile**

Cell Phones		
001-000-575-50-42-00	Senior Center Communications	\$41.02
Senior Center-5440		
401-000-534-80-42-00	Communications	\$428.47
Public Works		
Total Invoice - T-Mobile		\$469.49
		\$469.49
		\$469.49

Total 28398**Total T-Mobile****Town of La Conner****28399****2025 - August - First Council Meeting****Invoice - TOLJuly2025Water**

Utility - Water		
001-000-518-30-47-00	Public Utility Services	\$200.68
204 Douglas - Town Hall		
001-000-522-20-47-00	Public Utility Services	\$264.05
Fire Hall - 12142 Chilberg		
002-000-576-80-47-00	Public Utility Services	\$89.23
Washington Street Park		
002-000-576-80-47-00	Public Utility Services	\$79.85
Skateboard Park - 528 6th Street		
002-000-576-80-47-00	Public Utility Services	\$168.83
Pioneer Park		
002-000-576-80-47-00	Public Utility Services	\$102.30
Flag Pole/Monument		
002-000-576-80-47-00	Public Utility Services	\$108.99
1st Street Merchant Park		
002-000-576-80-47-00	Public Utility Services	\$50.57
Benton Street Stairs		
002-000-576-80-48-01	Building Repair & Maintenance	\$50.57
Waterfront Park Irrigation #2		
002-000-576-80-48-01	Building Repair & Maintenance	\$56.62
Waterfront Park Irrigation #1		

		Amount
	003-000-575-50-47-01	\$293.91
	108 Commercial - Maple Hall	
	003-000-575-50-47-02	\$190.31
	622 South 2nd St - GC	
	003-000-575-50-47-05	\$325.83
	Public Utility Svcs-Restrooms	
	304 Morris St Restroom	
	003-000-575-50-47-05	\$429.04
	Public Utility Svcs-Restrooms	
	613 South First St Restroom	
	401-000-534-80-47-00	\$113.83
	Public Utility Services	
	PW Washpad - 12142 Chilberg	
	401-000-534-80-47-00	\$130.42
	Public Utility Services	
	604 Third St N - PW Office	
	409-000-535-80-47-00	\$167.99
	Public Utility Services	
	WWTP - 12154 Chilberg Road	
	409-000-535-80-47-00	\$1,176.17
	Public Utility Services	
	WWTP Belt Filter Press	
	409-000-535-80-47-00	\$167.12
	Public Utility Services	
	WWTP Hydrant	
	409-000-535-80-47-00	\$79.78
	Public Utility Services	
	Dunlap Street Pump	
	Total Invoice - TOLJuly2025Water	\$4,246.09
Total 28399		\$4,246.09
Total Town of La Conner		\$4,246.09

U.S. Bank	28400	2025 - August - First Council Meeting	
		Invoice - Amazon0709857	
		Exit Signs	
		401-000-534-80-31-00	\$67.71
		Office & Operating Supplies	
		Total Invoice - Amazon0709857	\$67.71
		Invoice - Amazon3818647	
		Area Rug for Town Hall Planner's Office	
		001-000-518-30-48-01	\$141.30
		Building Repair & Maintenance	
		Total Invoice - Amazon3818647	\$141.30
		Invoice - Amazon4629035	
		CB Radio ANL Switch	
		005-000-543-10-48-02	\$76.62
		Vehicle Repair & Maintenance	
		Total Invoice - Amazon4629035	\$76.62
		Invoice - Amazon5204245	
		Sound Level Meter	
		005-000-542-64-35-00	\$64.12
		Small Tools & Equipment	
		Total Invoice - Amazon5204245	\$64.12
		Invoice - Amazon6497045	
		Vacuum for Town Hall	
		001-000-518-30-48-01	\$130.43
		Building Repair & Maintenance	
		Total Invoice - Amazon6497045	\$130.43

Invoice - Amazon6933031			
Cleaning Supplies - Sponges, Cleaning Cloths, Brushes, Dish Soap, Duster & Dustpan			
003-000-575-50-48-01	Building Repair & Maint-MH/MC		\$86.40
003-000-575-50-48-02	Building Repair & Maint-GC		\$86.39
Total Invoice - Amazon6933031			\$172.79
Invoice - Amazon7698628			
Copy Paper			
001-000-518-30-31-00	Office & Operating Supplies		\$172.92
Total Invoice - Amazon7698628			\$172.92
Invoice - Coastal7/5/25			
Boots - Sherman			
401-000-534-80-35-00	Small Tools & Equipment		\$326.38
Total Invoice - Coastal7/5/25			\$326.38
Invoice - CrashPLnJun2025			
Server Backup			
001-000-518-30-48-00	Computer/Server Maintenance		\$54.25
	Server Backup		
Total Invoice - CrashPLnJun2025			\$54.25
Invoice - DNS-786121			
Membership 2025			
001-000-518-90-41-10	Dues & Memberships		\$96.00
Total Invoice - DNS-786121			\$96.00
Invoice - HomeDepo7/2/25			
Water			
001-000-518-30-31-00	Office & Operating Supplies		\$27.65
Total Invoice - HomeDepo7/2/25			\$27.65
Invoice - INStiu7/1/25			
Subscription Renewal			
403-000-553-30-40-00	Professional Services Flood		\$521.28
Total Invoice - INStiu7/1/25			\$521.28
Invoice - PrintEZ6/12/25			
Front Desk Receipt Books			
001-000-518-30-31-00	Office & Operating Supplies		\$455.00
Total Invoice - PrintEZ6/12/25			\$455.00
Invoice - ZoomINV312805630			
Zoom Fees			
001-000-518-30-31-00	Office & Operating Supplies		\$279.02
Total Invoice - ZoomINV312805630			\$279.02
Total 28400			\$2,585.47
Total U.S. Bank			\$2,585.47

United Site Services
28401

2025 - August - First Council Meeting

Invoice - INV-5499083

Port a Potty - PW

002-000-576-80-41-00

Professional Services

\$215.44

Total Invoice - INV-5499083

\$215.44

Invoice - INV-5500799

Port a Potty - Waterfront Park

002-000-576-80-41-00

Professional Services

\$213.25

Total Invoice - INV-5500799

\$213.25

Invoice - INV-5501354

Port a Potty - John Hammer Park

002-000-576-80-41-00

Professional Services

\$201.75

Total Invoice - INV-5501354

\$201.75

Total 28401

\$630.44

Total United Site Services

\$630.44

US Bank-Payment Station Fees
2018368

2025 - August - First Council Meeting

Invoice - USBnkJuly2025Fees

July 2025 Payment Station Fees

002-000-576-80-41-00

Professional Services

\$232.65

Moorage/Launch Processing Fees

005-000-542-65-48-00

Repair & Maintenance

\$232.65

Parking Lot Processing Fees

Total Invoice - USBnkJuly2025Fees

\$465.30

Total 2018368

\$465.30

Total US Bank-Payment Station Fees

\$465.30

USA Bluebook

28402

2025 - August - First Council Meeting

Invoice - INV00774162

Phosphate Bufferw Magnesium Chloride

409-000-535-80-31-02

Lab Supplies

\$181.22

Total Invoice - INV00774162

\$181.22

Invoice - INV00784300

32oz & 16oz Dippers

409-000-535-80-31-00

Office & Operating Supplies

\$323.88

Total Invoice - INV00784300

\$323.88

Total 28402

\$505.10

Total USA Bluebook

\$505.10

Utilities Underground Locate
28403

2025 - August - First Council Meeting

Invoice - 5070736

July 2025 Utility Locates			
401-000-534-80-41-00	Professional Services		\$17.55
Notifications			
Total Invoice - 5070736			\$17.55
Total 28403			\$17.55
Total Utilities Underground Locate			\$17.55

Ven Tek International
28404

2025 - August - First Council Meeting

Invoice - 150679

Payment Station Maint.			
002-000-576-80-41-00	Professional Services		\$203.82
005-000-542-65-48-00	Repair & Maintenance		\$203.81
Total Invoice - 150679			\$407.63
Total 28404			\$407.63
Total Ven Tek International			\$407.63

Waste Management of Skagit
28405

2025 - August - First Council Meeting

Invoice - 2750884-0043-5

WWTP Garbage & Recycle			
409-000-535-80-47-00	Public Utility Services		\$793.83
WWTP			
Total Invoice - 2750884-0043-5			\$793.83

Invoice - 2751051-0043-0

Town Hall/Sheriff Garbage & Recycle			
001-000-518-30-47-00	Public Utility Services		\$587.42
Town Hall/Sheriff			
Total Invoice - 2751051-0043-0			\$587.42

Invoice - 2751647-0043-5

PW Garbage			
005-000-543-50-48-04	Refuse Disposal		\$806.06
Public Works			
Total Invoice - 2751647-0043-5			\$806.06

Invoice - 2751958-0043-6

Fire Dept. Garbage			
001-000-522-20-47-00	Public Utility Services		\$52.74
Fire Dept.			
Total Invoice - 2751958-0043-6			\$52.74

Total 28405

Total Waste Management of Skagit

Water-Wasterwater Services
28406

2025 - August - First Council Meeting

Invoice - 1200

July 2025 WWTP Charges		
409-000-535-80-41-03	Plant Operator	\$20,362.80
	Sewer Plant Operations	
409-000-535-80-48-01	Plant Repair & Maintenance	\$988.44
	Reimbursables	
412-000-554-90-41-05	Compost Operator	\$18,947.62
	Compost Operations - 48.2%	
Total Invoice - 1200		\$40,298.86
Total 28406		\$40,298.86
Total Water-Wasterwater Services		\$40,298.86

Wave Broadband

28407

2025 - August - First Council Meeting

Invoice - WaveAug2025

Phones & Internet		
001-000-518-30-42-00	Communications	\$690.03
	TH Internet & phones	
003-000-575-50-42-01	Communications-MH/MC	\$228.02
	MH/MC Internet & phones	
401-000-534-80-42-00	Communications	\$351.29
	PW Office Internet & phones - 604 3rd N	
409-000-535-80-42-00	Communications	\$35.65
	WWTP Marina Lift Station	
Total Invoice - WaveAug2025		\$1,304.99
Total 28407		\$1,304.99
Total Wave Broadband		\$1,304.99

Wilson Engineering

28408

2025 - August - First Council Meeting

Invoice - 19887

WWTP Upgrade - Engineering/Planning		
409-000-594-37-60-00	Sewer Plant Upgrade Project	\$8,053.50
Total Invoice - 19887		\$8,053.50
Total 28408		\$8,053.50
Total Wilson Engineering		\$8,053.50

Grand Total

Vendor Count

62

\$252,141.31



Town of La Conner

I, the undersigned, do hereby certify under penalty of perjury that the wages and benefits for the period July 16, **2025** through **July 31 2025** are a just, due and unpaid obligation against the Town of La Conner, and that I am authorized to certify to said claim.



Maria DeGoede, Finance Director

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

Payroll checks numbered 6132 through 6140	\$2,582.58	
Auto Payments:		
AWC Insurance	#2018362	\$11,474.56
Dept of Retirement DCP	#2018363	\$3,034.97
Dept. of Retirement PERS	#2018364	\$8,710.89
Teamsters Insurance	#2018365	\$7,412.40
Payroll Taxes	#2018366	\$11,049.77
Payroll Auto Deposit		\$31,039.84

are approved for a total payment of \$75,305.01 this 12th day of August, 2025.

Councilmember – Finance Committee

Councilmember – Finance Committee

Councilmember

Register



6132	Dept of Labor & Industry	2025 - August - First Council Meeting	\$1,051.03
6133	Employment Security	2025 - August - First Council Meeting	\$82.23
6134	Empower Annuity Ins. Co of America	2025 - August - First Council Meeting	\$275.00
6135	North Coast Credit Union	2025 - August - First Council Meeting	\$200.00
6136	Paid Family & Medical Leave	2025 - August - First Council Meeting	\$290.73
6137	Teamsters Local No. 231	2025 - August - First Council Meeting	\$152.00
6138	Wa Cares Fund	2025 - August - First Council Meeting	\$150.76
6139	Washington State Support Registry	2025 - August - First Council Meeting	\$235.05
6140	Joshua C McGaughey	2025 - August - First Council Meeting	\$145.78
2018362	AWC Employee Benefit Trust	2025 - August - First Council Meeting	\$11,474.56
2018363	Dept of Retirement - Def Comp	2025 - August - First Council Meeting	\$3,034.97
2018364	Dept of Retirement Systems	2025 - August - First Council Meeting	\$8,710.89
2018365	WA Teamsters Welfare Trust	2025 - August - First Council Meeting	\$7,412.40
2018366	Washington Federal	2025 - August - First Council Meeting	\$11,049.77
Direct Deposit Run -		2025 - August - First Council Meeting	\$31,039.84
8/7/2025			\$75,305.01

Register Activity



Direct Deposit Run - 8/7/2025	Payroll Vendor	2025 - August - First Council Meeting	\$31,039.84
Avery, Adam W	ACH Pay - 7854	Posting Run - 7/31/2025 9:22:39 AM	\$273.34
Baker, Natalie J	ACH Pay - 7858	Posting Run - 7/31/2025 9:22:39 AM	\$182.22
Banaszak, Sam E	ACH Pay - 7869	Posting Run - 7/31/2025 9:22:39 AM	\$182.22
Carlson, Ivan J	ACH Pay - 7849	Posting Run - 7/31/2025 9:22:39 AM	\$182.02
Chamberlain, MaryLee S	ACH Pay - 7868	Posting Run - 7/31/2025 9:22:39 AM	\$182.02
Dole, Richard L	ACH Pay - 7871	Posting Run - 7/31/2025 9:22:39 AM	\$47.02
Eills, Ajah G	ACH Pay - 7850	Posting Run - 7/31/2025 9:22:39 AM	\$2,290.83
Hanneman, Marna E	ACH Pay - 7865	Posting Run - 7/31/2025 9:22:39 AM	\$415.44
Herring, Jennifer M	ACH Pay - 7851	Posting Run - 7/31/2025 9:22:39 AM	\$2,025.94
Johnson, Brittany	ACH Pay - 7875	Posting Run - 7/31/2025 9:22:39 AM	\$317.34
Kerley-DeGoede, Maria A	ACH Pay - 7866	Posting Run - 7/31/2025 9:22:39 AM	\$2,558.43
Lease, Brian	ACH Pay - 7859	Posting Run - 7/31/2025 9:22:39 AM	\$3,116.19
Mesman, Benjamin	ACH Pay - 7853	Posting Run - 7/31/2025 9:22:39 AM	\$748.24
Mesman, Benjamin F	ACH Pay - 7856	Posting Run - 7/31/2025 9:22:39 AM	\$91.11
Palaniuk, Kevin R	ACH Pay - 7873	Posting Run - 7/31/2025 9:22:39 AM	\$2,445.60
Pena-Ayon, Manuel A	ACH Pay - 7863	Posting Run - 7/31/2025 9:22:39 AM	\$1,644.76
Reinstra, Aaron Erick	ACH Pay - 7862	Posting Run - 7/31/2025 9:22:39 AM	\$1,562.63
Reinstra, Aaron E.	ACH Pay - 7867	Posting Run - 7/31/2025 9:22:39 AM	\$91.11
Reinstra, Aaron M.	ACH Pay - 7870	Posting Run - 7/31/2025 9:22:39 AM	\$2,237.37
Sherman, Albert R	ACH Pay - 7861	Posting Run - 7/31/2025 9:22:39 AM	\$2,353.01
Smith, Christopher	ACH Pay - 7857	Posting Run - 7/31/2025 9:22:39 AM	\$2,811.53
Taylor, Anne M	ACH Pay - 7872	Posting Run - 7/31/2025 9:22:39 AM	\$182.02
Thomas, Scott G	ACH Pay - 7852	Posting Run - 7/31/2025 9:22:39 AM	\$2,971.74
Viola, Angela T	ACH Pay - 7860	Posting Run - 7/31/2025 9:22:39 AM	\$1,945.69
Wohleb, Mary M	ACH Pay - 7874	Posting Run - 7/31/2025 9:22:39 AM	\$182.02
			\$31,039.84

Reports

- 1) Chamber Report**
- 2) Revenue & Expenditure Report**
- 3) Department Head Reports**
- 4) Mayors' Report**
- 5) Council Committee Reports**

**Revenue & Expenditure
Report**

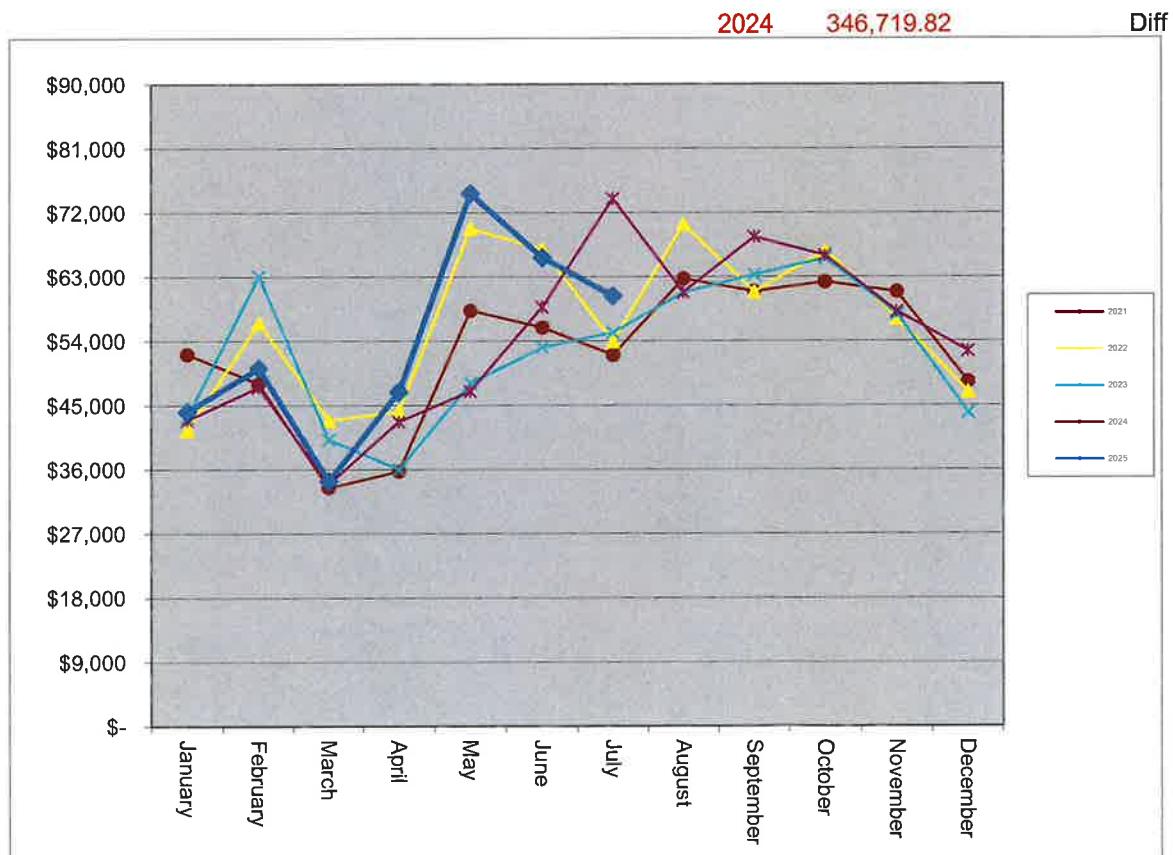
TOWN OF LA CONNER
Monthly Treasurer's Report
July 2025 - Year to Date

Fund	Fund Name:	Budget	Revenues to Date	% of Budget	Budget	Expenditures to Date	% of Budget
001	General Fund	1,544,149	974,097	63%	1,786,633	933,048	52%
002	Park & Port	257,105	180,236	70%	313,457	135,788	43%
003	Facilities	191,995	179,938	94%	250,184	285,784	114%
004	Public Art	2,560	1,667	65%	2,600	1,084	42%
005	Streets	637,828	220,298	35%	702,098	309,297	44%
123	Hotel Motel	161,300	95,329	59%	215,180	20,392	9%
214	Fire Hall Bond	52,693	30,966	59%	39,125	6,869	18%
304	REET 1	45,900	21,603	47%	24,500		0%
305	REET 2	45,900	21,642	47%	500		0%
401	Water	1,427,314	742,241	52%	1,345,686	593,074	44%
403	Storm Drainage	400,313	227,941	57%	572,646	165,351	29%
409	Sewer	1,088,009	581,291	53%	1,267,344	606,901	48%
412	Sewer Compost	1,257,280	721,308	57%	1,219,132	435,939	36%
TOTALS		7,112,346	3,998,558	56%	7,739,085	3,493,528	45%

Town of La Conner

Sales Tax Receipts

Month	2021	2022	2023	2024	2025
January	52,155.18	41,561.10	43,390.62	42,874.71	44,087.60
February	48,035.77	56,546.93	63,103.16	47,549.13	50,199.92
March	33,430.43	42,937.78	40,187.49	33,929.53	34,312.23
April	35,756.91	44,209.82	36,015.58	42,670.99	46,864.59
May	58,286.79	69,865.79	48,072.92	46,949.42	74,693.75
June	55,900.26	66,878.23	53,129.86	58,778.05	65,733.81
July	52,061.10	53,917.06	55,178.70	73,967.99	60,304.94
August	62,720.18	70,383.49	60,820.03	60,799.96	
September	60,971.61	60,899.83	63,276.38	68,591.27	
October	62,268.96	66,647.98	65,602.87	65,989.67	
November	60,911.19	57,164.48	57,728.51	58,132.76	
December	48,334.16	46,910.27	43,947.09	52,594.83	
TOTAL	630,832.54	677,922.76	630,453.21	652,828.31	376,196.84
Budgeted	328,202.00	492,303.00	609,181.00	609,181.00	618,293.00
Rec Year to Date	630,832.54	677,922.76	630,453.21	652,828.31	376,196.84
Annual Monthly Avg	52,569.38	56,493.56	52,537.77	54,402.36	31,349.74
Amount needed to meet budget:					242,096.16



Town of La Conner

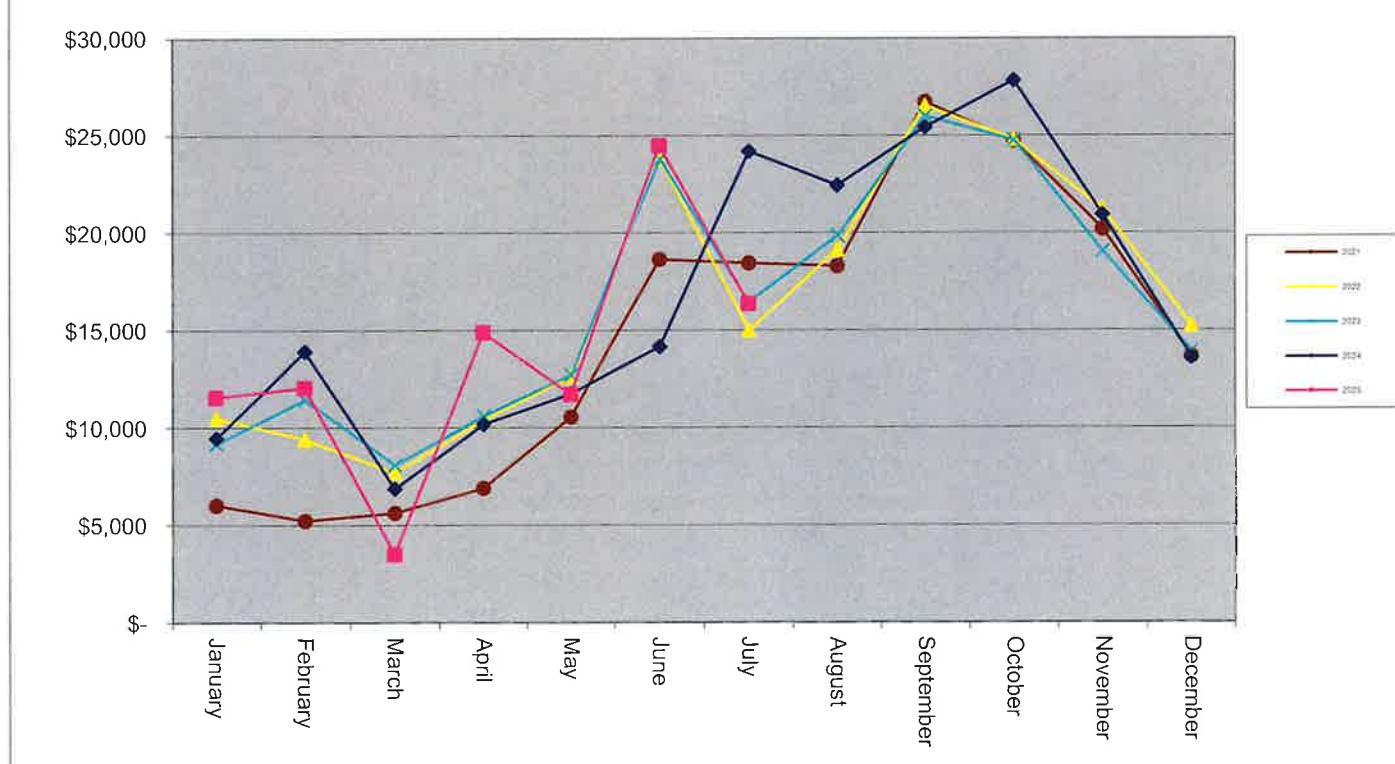
Annual Hotel/Motel Receipts

Month	2021	2022	2023	2024	2025
January	6,025.96	10,500.64	9,175.12	9,464.06	11,552.83
February	5,235.46	9,409.26	11,438.50	13,915.32	12,051.00
March	5,622.06	7,698.52	8,082.72	6,869.22	3,504.28
April	6,895.04	10,399.52	10,591.94	10,164.74	14,877.88
May	10,542.90	12,633.28	12,700.56	11,740.32	11,698.14
June	18,643.56	23,829.20	23,784.50	14,159.23	24,476.72
July	18,439.86	14,988.76	16,441.86	24,180.12	16,354.62
August	18,295.26	19,136.57	19,848.46	22,440.16	
September	26,730.28	26,545.62	26,000.70	25,422.40	
October	24,731.96	24,802.90	24,761.98	27,827.62	
November	20,184.16	21,228.28	19,048.44	20,918.58	
December	13,653.56	15,232.24	13,909.48	13,574.70	
TOTAL	175,000.06	196,404.79	195,784.26	200,676.47	94,515.47

58.92%

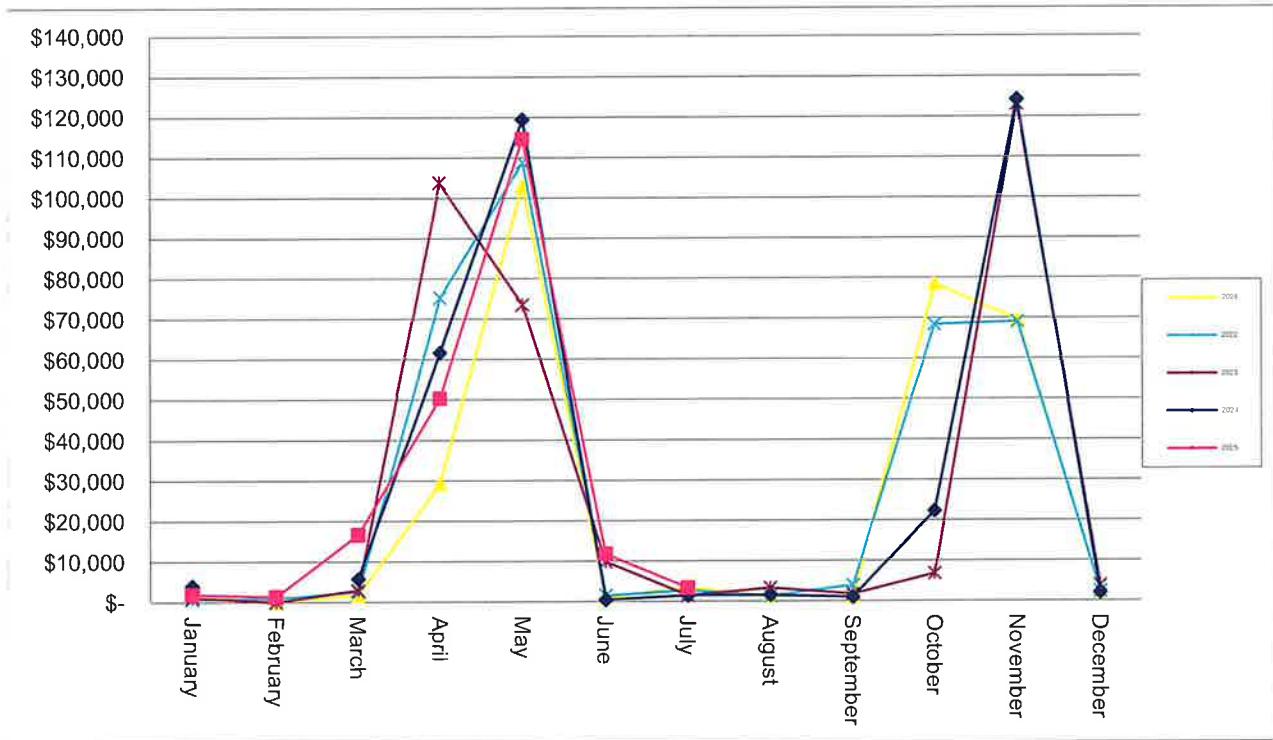
Budgeted	88,200.00	88,200.00	133,040.00	133,040.00	160,400.00
Received Year to Date	175,000.06	196,404.79	195,784.26	200,676.47	94,515.47
Monthly Average	14,583.34	16,367.07	16,315.36	16,723.04	7,876.29
Amount needed to meet budget:					65,884.53

2024 90,493.01



Town of La Conner
Annual Property Taxes

Month	2021	2022	2023	2024	2025	
January	1,735.37	679.87	1,020.21	4,001.34	1,900.21	
February	123.80	923.67	-		1,278.89	
March	1,731.98	2,479.49	2,889.62	5,655.39	16,627.22	
April	29,295.28	75,356.27	103,626.12	61,738.45	50,401.69	
May	102,991.26	108,828.88	73,546.50	119,446.31	114,681.94	
June	1,047.57	1,503.75	9,809.06	443.60	11,769.90	
July	3,275.00	2,725.34	1,412.30	1,422.72	3,382.89	
August	1,381.95	1,259.96	3,299.01	1,529.68		
September	1,100.00	3,887.71	1,714.39	945.91		
October	78,553.96	68,521.30	6,801.76	22,305.55		
November	69,666.72	69,178.91	123,150.38	124,237.44		
December	2,154.94	2,392.56	3,747.23	1,957.85		
TOTAL	293,057.83	337,737.71	331,016.58	343,684.24	200,042.74	54.81%
Budgeted	330,004.00	336,312.00	352,971	357,121	365,000	
Received Year to Date	293,057.83	337,737.71	331,016.58	343,684.24	200,042.74	
Monthly Avg	24,421.49	28,144.81	27,584.72	28,640.35	16,670.23	
Amount needed to meet budget:						164,957.26

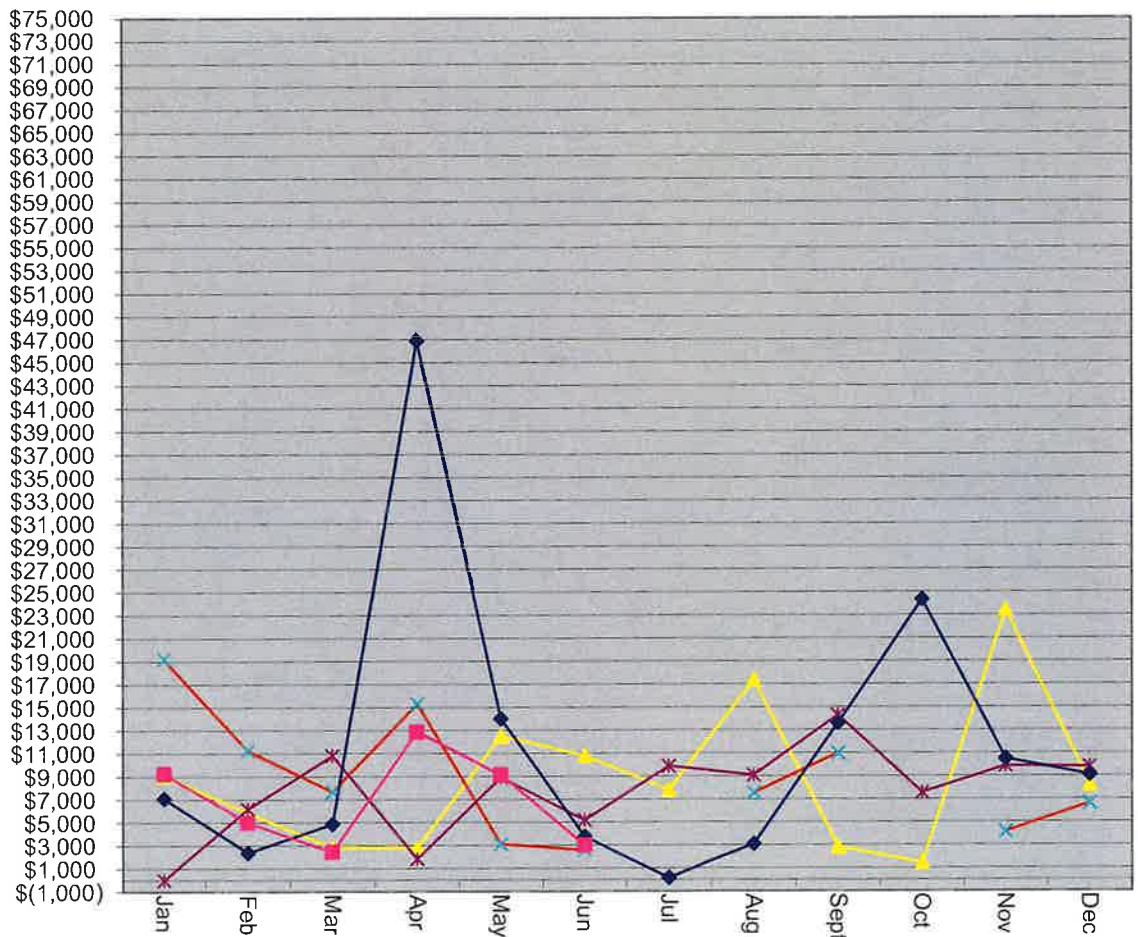


Town of La Conner Annual REET

Month	2021	2022	2023	2024	2025
Jan	9,078.30	19,230.75	-	7,092.50	9,250.00
Feb	5,860.80	11,263.69	6,179.19	2,376.00	5,000.00
Mar	2,796.75	7,672.50	10,820.70	4,874.50	2,440.00
Apr	2,796.75	15,300.45	1,825.00	46,887.00	12,875.25
May	12,508.65	3,118.50	8,910.00	14,030.90	9,145.00
Jun	10,815.74	2,598.75	5,164.50	3,750.00	3,000.00
Jul	7,825.50		9,874.25	176.50	
Aug	17,362.12	7,548.75	9,070.87	3,105.00	
Sept	2,821.50	10,976.62	14,275.00	13,600.00	
Oct	1,480.05		7,543.80	24,342.50	
Nov	23,472.90	4,149.50	9,875.00	10,500.00	
Dec	8,256.60	6,599.50	9,776.25	9,085.00	
TOTAL	105,075.66	88,459.01	93,314.56	139,819.90	41,710.25

Budgeted	36,000.00	36,000.00	72,000.00	72,000.00	72,000.00
Received Year to Date	105,075.66	88,459.01	93,314.56	139,819.90	41,710.25
Monthly Average	8,756.31	7,371.58	7,776.21	11,651.66	3,475.85

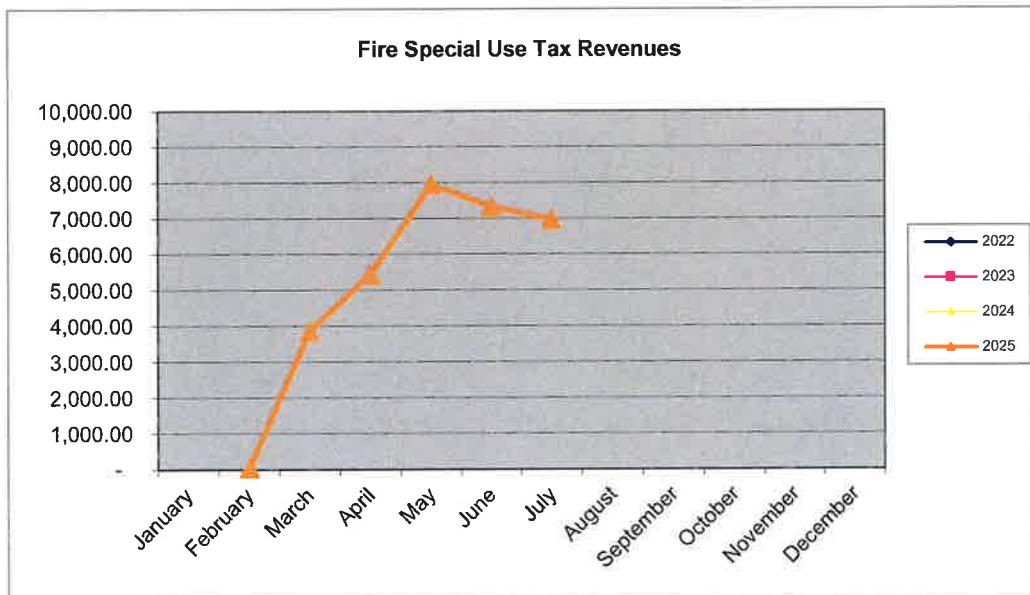
Amount needed to meet budget: 30,289.75



57.93%

Town of La Conner
Transportation Benefit District Tax Revenue

Month	2022	2023	2024	2025	
January					47.71
February					3,864.53
March					5,437.99
April					7,956.56
May					7,333.03
June					6,981.27
July					
August					
September					
October					
November					
December					
TOTAL	-	-	-	31,621.09	70.27%
Budgeted				45,000.00	
Received Year to Date	-	-	-	31,621.09	
Monthly Avg	-	-	#DIV/0!	2,635.09	
Amount needed to meet budget:				13,378.91	Diff

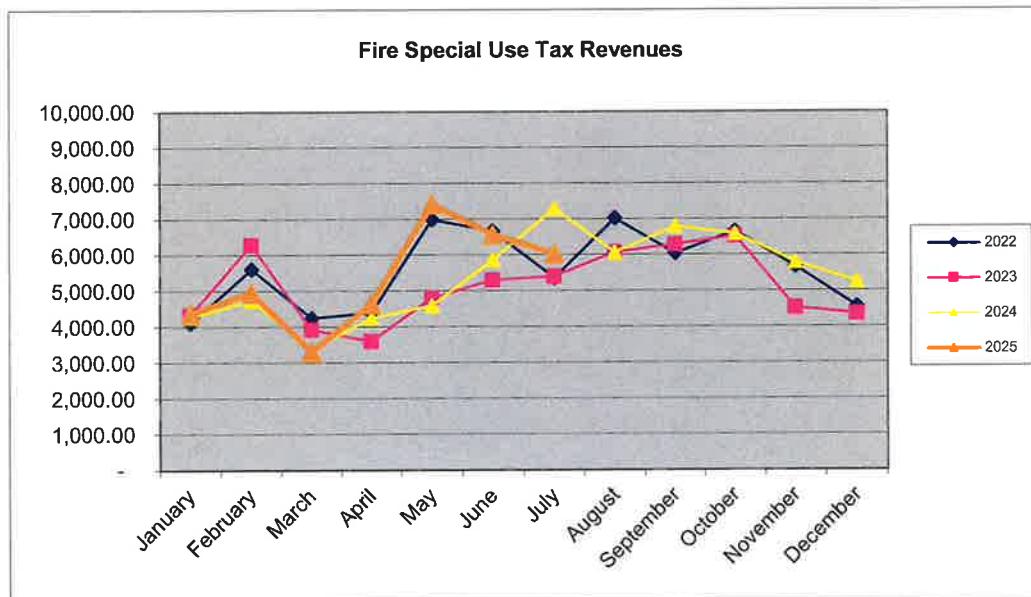


Town of La Conner
Special Use Fire Tax Revenue

Month	2022	2023	2024	2025	
January	4,108.62	4,333.29	4,280.52	4,373.86	
February	5,609.50	6,278.74	4,738.97	4,946.19	
March	4,237.71	3,923.57	3,382.21	3,309.23	
April	4,396.10	3,593.96	4,254.77	4,633.93	
May	6,984.88	4,796.78	4,593.74	7,414.64	
June	6,661.47	5,297.25	5,869.99	6,566.69	
July	5,364.02	5,393.11	7,301.60	6,034.71	
August	7,019.56	6,063.58	6,070.44		
September	6,041.25	6,284.28	6,798.06		
October	6,659.05	6,524.47	6,589.21		
November	5,673.70	4,516.48	5,798.19		
December	4,555.14	4,344.70	5,252.88		
TOTAL	67,311.00	61,350.21	64,930.58	37,279.25	71.69%
Budgeted	45,501.00	50,000.00	50,000.00	52,000.00	
Received Year to Date	67,311.00	61,350.21	64,930.58	37,279.25	
Monthly Avg	5,609.25	5,112.52	5,410.88	3,106.60	

Amount needed to meet budget: **14,720.75**

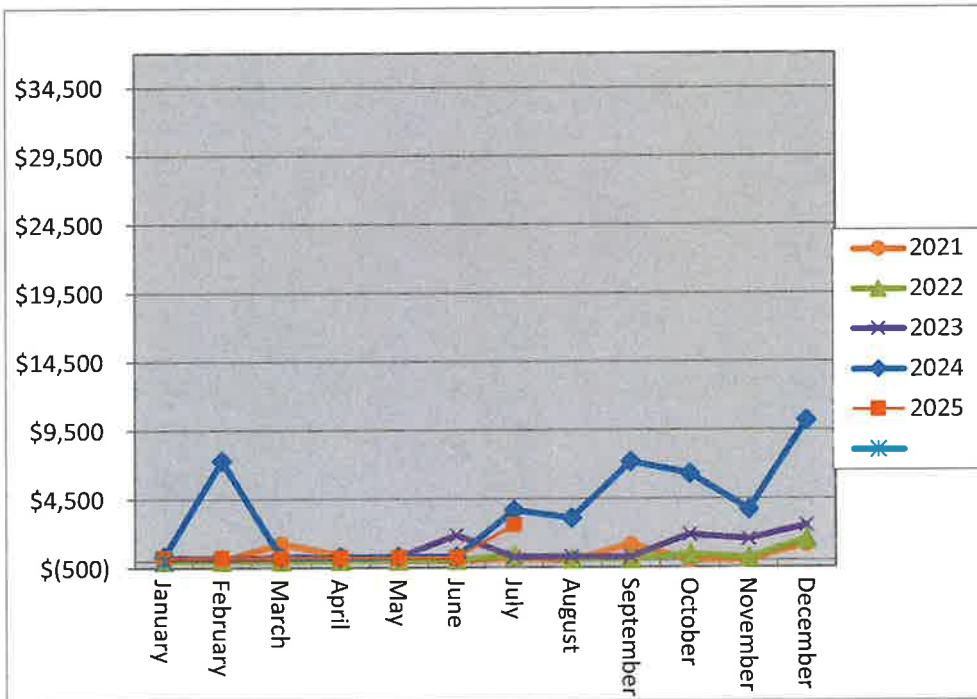
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Town of La Conner

Investment Interest Receipts

Month	2021	2022	2023	2024	2025	
January	53.53		4.52	222.14	288.36	249.41
February	6.04		4.86	211.19	7,298.06	224.96
March	1,256.42		11.21	242.20	290.11	248.31
April	396.24		19.48	243.73	281.56	240.86
May	3.80		35.04	264.29	292.30	248.66
June	3.62		48.70	1,847.72	284.46	242.07
July	141.11		382.44	271.13	3,681.23	2,619.70
August	3.92		112.03	277.67	3,094.00	
September	1,169.94		123.87	272.22	7,196.78	
October	4.66		446.26	1,881.45	6,307.42	
November	59.37		182.53	1,550.19	3,684.94	
December	1,157.59		1,549.18	2,546.09	10,188.19	
TOTAL	4,256.24	2,920.12	9,830.02	42,887.41	4,073.97	13.50%
Budgeted	4,465.00	4,581.00	5,079.00	7,645.00	30,169.00	
Received Year to Date	4,256.24	2,920.12	9,830.02	42,887.41	4,073.97	
Monthly Average	354.69	243.34	819.17	3,573.95	339.50	
Amount needed to meet budget:					26,095.03	



**Department Head
Reports**



TOWN OF LA CONNER

Monthly Planner's Report

July 2025

NEW APPLICATIONS ACCEPTED:

Land Use

- LU25-35HO, 503 S. 2nd Street, home occupation for art
- LU25-36S, 313 Morris Street, new sign for nomad and art of flowers
- LU25-37HDR, 619 S. 1st Street, new windows and repaint
- LU25-38HO, 215 Maple Ave, address for non-profit
- LU25-39HDR, 516 Road Street, new home
- LU25-40 NOT USED DUE TO LABELING ERROR
- LU25-41HDR, 313 Morris Street, new paint
- LU25-42HDR-ADMIN, 514 S. 3rd Street, new fence
- LU25-43S, 625 S. 1st Street, new signage
- LU25-44CR, Unaddressed Park Street, wetland impact mitigation
- LU25-45SEPA, Unaddressed Park Street, wetland impact mitigation

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Building Permit

- BP25-46ROW, 509 Laurel Street, utility work
- BP25-47ROW, 619 S. 1st Street, sidewalk staging for window change and repaint
- BP25-48BF, 516 Road Street, new house
- BP25-49SS, 514 Road Street, side sewer capping for demo

Planning Commission:

The Planning Commission met on July 15. The July 1 meeting was canceled due to lack of quorum. During the July 15 meeting, the Commission spoke about next steps for the year and future goals and plans.

Hearing Examiner:

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

General Planning Activities:

- Staff, along with the Arts Commission, agreed to submit an application for a Creative District.
- Staff are testing new methods of public engagement.
- Staff are continuing to engage in collaboration with La Conner's neighbors, including the Swinomish Tribe, the Port of Skagit, and the La Conner School District.
- Staff are working with interns from Western Washington University to review the current files for record retention requirements and update property files.
- Continuing review of development and permit applications.
- Continuing response to public inquiries regarding land use.
- Continuing issuance of permits.
- Long term planning priorities:
 - Full review of La Conner Municipal Code Chapter 15: Uniform Development Code.
 - Public Participation and Communication

Public Works

Department Head Report

July – 2025

Water:

- 2025 Water System Comprehensive Plan Update; waiting for DOH approval letter.
- Asset Management; currently setting up permitting and citizen portal.
- Cellular water meter upgrade; the first batch of meters have been ordered and plan to have them installed by the end of September.
- Annual water main/fire hydrant flushing is scheduled for the first and second week of August.

Drainage:

- 6th St storm pump control panel replacement; The panel build is about four weeks behind schedule and may delay installation for this year during the dry season.
- Public Works has started the Whatcom Street drainage improvements project.

Streets:

- Washington Ave parking improvements by the post office is tentatively scheduled for late July, early August.
- Fourth of July parade traffic plan.
- Crosswalks and stop bars repairs have started with thermoplastic torch down.
- TIB grant; Washington and Road St. pedestrian improvement project, going well and on schedule.

Park and Port:

- Salmon slide surface repairs completed, painting is scheduled the first week of August.

Facilities:

- Garden Club upright piano was replaced by a donation.
- Fire Hall Solar project, Led by Marylee.
- Maple Hall floor refinish. Small Works Contract executed, tentatively scheduled the first week of September.
- Town Hall carpet 2nd floor. Small Works Contract executed, schedule TBD.

Other:

- Caledonia Habitat project has started with the utility improvements.
- 306 Center Street “Salmon” project has requested a pre-construction meeting (August 12th) and plan to start utility construction by the end of August.
- 2026 Public Works Budget.
- Public Works L&I audit, currently rewriting the Confined Space Program.
- Projects; 824 S 4th, 205 N 5th, 516 Maple, 102 N 1st St, 613 Whatcom BP, 931 Maple Improvements, BYK Snapdragon 511, 514,519 BPs.

Brian Lease
Public Works Director
Town of La Conner

Fire Chief / Code Enforcement Report

Jul-25

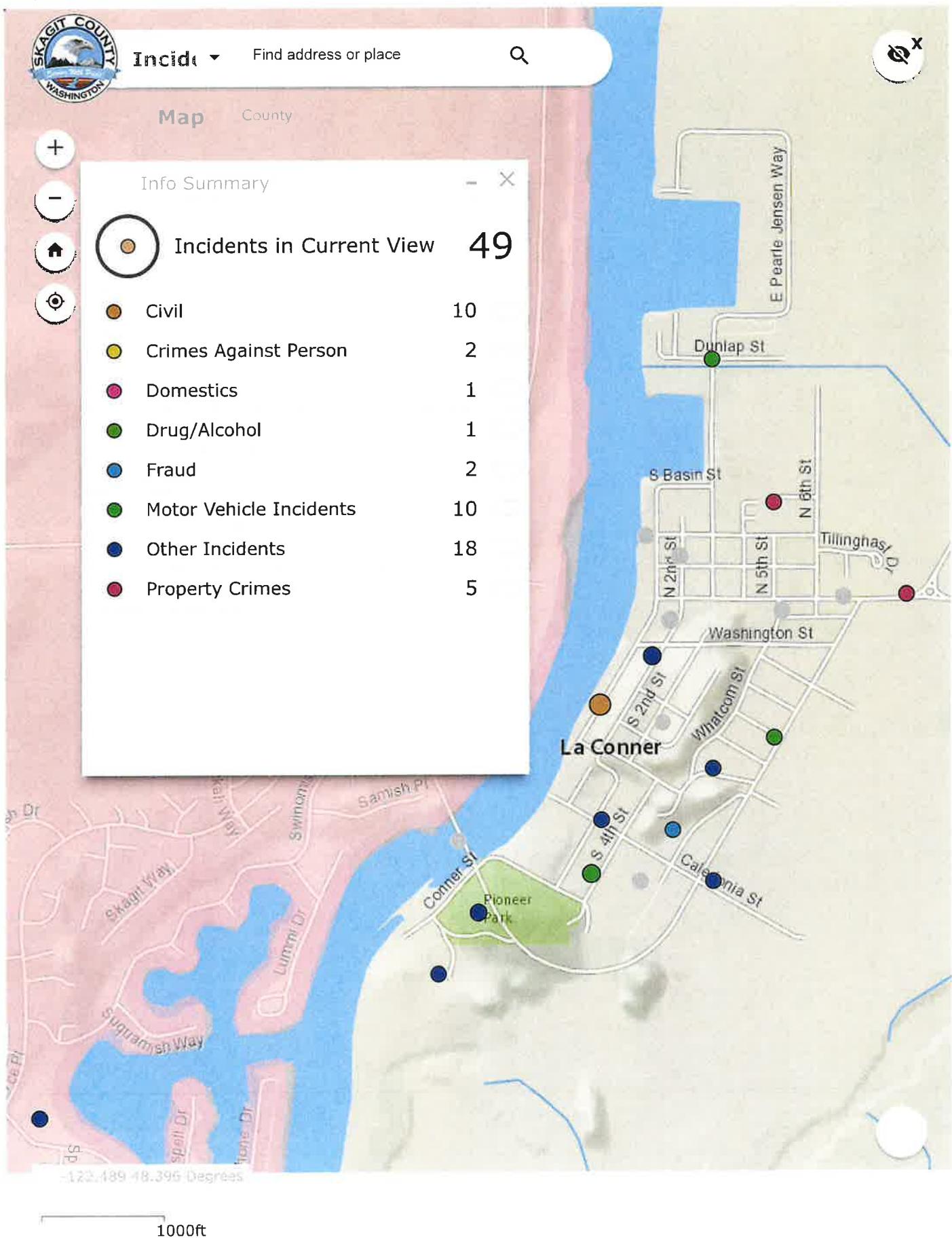
Alarms:	37 Emergency Calls	Ave # Responders:	3.1
Fire-100	4		
Med-300	30		
False-700	3		

Calendar: 2-Jul Business
9-Jul Rural Water Supply
16-Jul Vitals Heat symptoms
23-Jul Fire Scene Set up
30-Jul Marina Drill with Dist 13

Events: 4th of July Parade
4th of July Show

Enforcement Notes: Boats on Public Docks
Dogs In Cars
Junk Cars
Noise Complaints

Aaron Reinstra
Fire Chief/Code enforcement
Town of La Conner



Agency	TimeDate	CaseNumber	NatureDesc	Category
SCSO	7/1/2025, 8:17 AM	25-07744	Vagrancy	Other Incidents
SCSO	7/1/2025, 9:44 AM	25-07749	Animal Problem	Other Incidents
SCSO	7/1/2025, 10:33 AM	25-07751	Found Property	Civil
SCSO	7/1/2025, 12:20 PM	25-07762	Traffic Hazard	Motor Vehicle Incidents
SCSO	7/1/2025, 1:14 PM	25-07768	Traffic Hazard	Motor Vehicle Incidents
SCSO	7/1/2025, 3:25 PM	25-07777	Fraud Violation	Fraud
SCSO	7/2/2025, 12:39 PM	25-07826	Traffic Enforcement	Motor Vehicle Incidents
SCSO	7/2/2025, 12:34 PM	25-07832	Noise Ordinance	Civil
SCSO	7/3/2025, 2:50 PM	25-07889	Lost Property	Civil
SCSO	7/3/2025, 4:18 PM	25-07897	Animal Problem	Other Incidents
SCSO	7/4/2025, 3:11 PM	25-07937	Lost Property	Civil
SCSO	7/5/2025, 12:42 AM	25-07969	Disorderly Conduct	Other Incidents
SCSO	7/5/2025, 11:23 AM	25-07989	911 Hangup Call	Other Incidents
SCSO	7/5/2025, 3:15 PM	25-08002	Traffic Hazard	Motor Vehicle Incidents
SCSO	7/5/2025, 10:00 PM	25-08015	Citizen Assist	Civil
SCSO	7/7/2025, 9:12 AM	25-08082	Suspicious Circumstances	Other Incidents
SCSO	7/7/2025, 1:34 PM	25-08094	Welfare Check	Other Incidents
SCSO	7/7/2025, 3:11 PM	25-08115	Property Theft	Property Crimes
SCSO	7/8/2025, 7:15 PM	25-08170	Traffic Hazard	Motor Vehicle Incidents
SCSO	7/8/2025, 10:41 PM	25-08181	Suspicious Circumstances	Other Incidents
SCSO	7/9/2025, 8:26 AM	25-08185	Domestic Violence	Domestics
SCSO	7/11/2025, 4:20 AM	25-08284	Juvenile Problem	Other Incidents
SCSO	7/11/2025, 10:28 AM	25-08295	Vehicle Prowl	Property Crimes
SCSO	7/11/2025, 5:28 PM	25-08314	Traffic Enforcement	Motor Vehicle Incidents
SCSO	7/12/2025, 1:58 AM	25-08337	Assault	Crimes Against Person
SCSO	7/13/2025, 2:55 AM	25-08389	Weapon Violation	Other Incidents
SCSO	7/13/2025, 1:41 PM	25-08404	Traffic Enforcement	Motor Vehicle Incidents
SCSO	7/13/2025, 4:14 PM	25-08409	Welfare Check	Other Incidents
SCSO	7/14/2025, 11:12 AM	25-08435	Civil Problem	Civil
SCSO	7/16/2025, 12:17 AM	25-08517	Malicious Mischief	Property Crimes
SCSO	7/16/2025, 11:03 PM	25-08560	Alcohol Problem	Drug/Alcohol
SCSO	7/17/2025, 8:09 PM	25-08597	Vehicle Accident	Motor Vehicle Incidents
SCSO	7/18/2025, 10:52 AM	25-08628	Civil Problem	Civil
SCSO	7/19/2025, 11:56 AM	25-08676	Found Property	Civil
SCSO	7/21/2025, 12:25 PM	25-08793	Animal Problem	Other Incidents
SCSO	7/21/2025, 2:49 PM	25-08801	Harassment Of Person	Crimes Against Person
SCSO	7/21/2025, 11:06 PM	25-08819	Welfare Check	Other Incidents
SCSO	7/22/2025, 5:27 PM	25-08844	Traffic Enforcement	Motor Vehicle Incidents
SCSO	7/24/2025, 12:14 PM	25-08920	Vehicle Prowl	Property Crimes
SCSO	7/24/2025, 1:35 PM	25-08923	Vagrancy	Other Incidents
SCSO	7/24/2025, 2:48 PM	25-08929	Suspicious Circumstances	Other Incidents
SCSO	7/25/2025, 3:32 PM	25-08974	Citizen Assist	Civil
SCSO	7/26/2025, 10:58 PM	25-09058	Weapon Violation	Other Incidents

SCSO	7/27/2025, 3:42 PM	25-09091	Property Damage, Non Vandalism	Property Crime
SCSO	7/29/2025, 1:27 PM	25-09181	Suspicious Circumstances	Other Incidents
SCSO	7/29/2025, 11:23 PM	25-09203	Citizen Assist	Civil
SCSO	7/30/2025, 10:44 AM	25-09212	Fraud Violation	Fraud

TIME IN TOWN 80 HOURS

TIME IN ZONE 617 HOURS



La Conner Wastewater Plant

Board of Commissioners

Monthly Report Management & Operation

Month: July 2025

WWTP:

Still waiting on final sample from edge, have met all N.P.D.E.S permits so far.

System Maintenance:

7/2/2025 Greased rotor on oxidation ditch, worm drive on clarifier #2, and belt press

7/3/2025 Pressure washed clarifier #2

7/7/2025 Pressure washed clarifier #2, Greased rotor on oxidation ditch, worm drive on clarifier #2, and belt press, cleaned U.V lights.

7/10/2025 Pressure washed hillside screens, exercised valves in RAS room and influent pumps room and switched RAS pumps to rotate hours.

7/11/2025 Pressure washed clarifier #2

7/14/2025 Cleaned U.V lights, greased oxidation ditch, worm drive on clarifier #2 and belt press.

7/18/2025 Pressure washed clarifier #2.

7/21/2025 Cleaned U.V lights

7/22/2025 Greased rotor on oxidation ditch, worm drive on clarifier #2 and belt press

7/28/2025 Greased rotor on oxidation ditch, worm drive on clarifier #2 and belt press, Pressure washed 544p and belt press, cleaned U.V lights

Call outs/Emergencies

We did not have any call outs this month.

Wastewater Plant Monitoring Report Summary:

	Current Influent	Last Month Influent	% Diff
Avg. Daily Flow	249,000		
Total Flow	7,720,000	7,400,000	4%

Max Daily Flow	342,000		
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Locates: 12

Communications:

Had communications with business owners on 1st St about side sewer report.

Significant Expenditures:

None

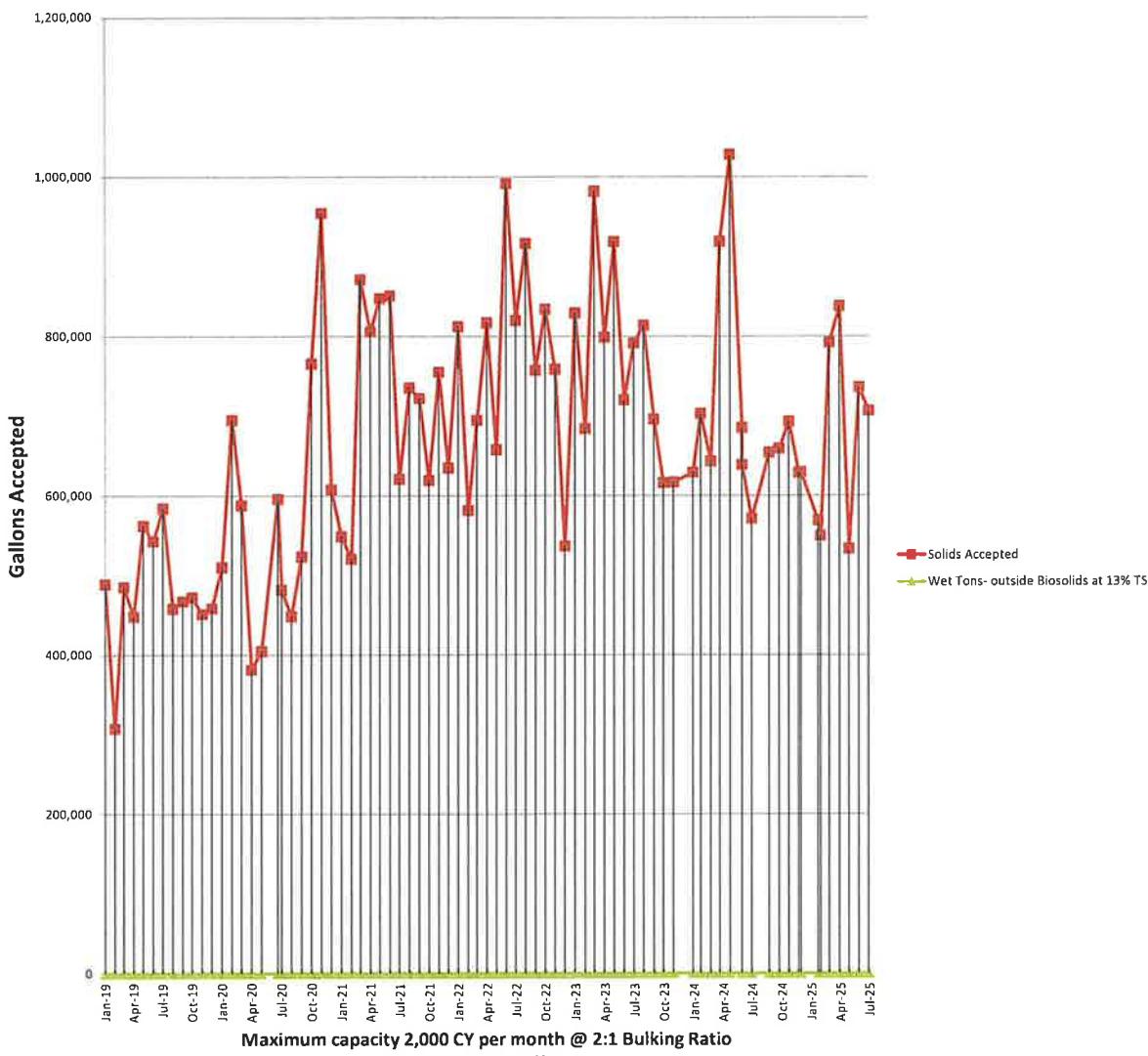
Ongoing Problems:

Effluent sampler failed, got quotes and forwarded awaiting approval.

LaConner Wastewater Treatment Plant

Monthly Data 2024

LaConner Wastewater Treatment Plant Monthly Data 2019- Present



Unfinished Business

- 1) Logo Design Contest – Submission Guidelines**
- 2) Agreement – Change Order Fulltime Fabrications
(Fireboat)**
- 3) Resolution – Appointment to the Arts Commission
(Dalton)**
- 4) Resolution – Appointment to the Planning Commission
(Corey & Ojalchto)**

**Logo Design Contest –
Submission Guidelines**

MEMORANDUM

TO: Town Council
FROM: Planning Staff
SUBJECT: Town of La Conner Logo Redesign Competition as part of the Brand Creation Project and Website Redesign
DATE: August 7th 2025

Please see attached the logo redesigned submission guidelines. In addition to these guidelines, staff would create a formal application for submitters to fill out when sending their artwork for the competition.

Today, we are asking for Town Council to approve the guidelines, and chose an option for the selection process.

Some options for the selection process are listed below. Town Council could also create an alternative selection process as they saw fit.

Option 1: Town Staff Logo Team (members to be selected at a future date) select their top 5 or 10 choices. Public is presented these top 5 or 10 for voting. From the vote top three logo choices are sent to Town Council who picks the new logo from the top 3.

Option 2: Town Staff Logo Team select their top 5 or 10 choices. Town Council is presented these top 5 or 10 and narrow this down to the top 3 choices. From there it opens up to the public to vote from the top three to pick the new logo.

Option 3: Town Staff Logo Team select their top 5 or 10 choices. Town Council is presented these top 5 or 10 to picks the new logo.

Town of La Conner

Logo Redesign Competition

The Town of La Conner is redesigning the town logo to give it a fresh update as part of a larger Brand Creation Project. The new town logo should be simple with easily understandable elements, which reads across clearly at all different sizes and on different platforms. It should be reflective of the town and its citizens. The new Town logo will be the cornerstone upon which the Brand Creation Project will be built upon.

Logo Design Guidelines and Rules:

- Must be simple with easily understandable elements.
- Reads across clearly at all different sizes (scalable: looks good when very small and when very large) and on different platforms.
- Should be adaptable for black and white uses.
- Town suggests limiting your design to 3-4 (or fewer) colors.
- The logo should fit in a box or circle for ease of use.
- Must be digitally drawn or produced (acceptable formats include: JPEG or PDF).
- Submissions can be made by an individual or as a team (if a team each member of the team must grant Town permission to use the artwork).
- Artists under the age of 18 must have a parent or guardian provide legal consent as part of the submission.
- Artists are not required to be a resident of La Conner.
- There is no limit to a number of submissions an artist can have.
- The artwork submitted must be original work and does not infringe on any intellectual property rights of any third party, including but not limited to, copyright infringement.
- Submitters must give permission to the Town of La Conner to use their artwork, for the Town of La Conner Logo Redesign Competition, which use may include, but not be limited to the fabrication, illustration, publication, marketing, and promotional use of a designed logo.
- All logo artwork must also be submitted with separate "Logo Redesign Competition Submission Application"



**Agreement
Change Order Fulltime Fabrications
(Fireboat)**

LA CONNER FIRE DEPARTMENT CHANGEORDER PRICING

QTY	DESCRIPTION	COST
	Cushions	
1	Set of Seat Cushions	\$630.00
	Davit Winch	
1	Manual 1400# SS Davit Winch with brake	\$460.60
1	Stainless Shackle	\$20.99
1	Marine block 1800#	\$34.99
1	Misc. Hardware	\$22.43
4	LABOR	\$500.00
	TOTAL	\$1,039.00
	LOCK BOX INSTALLED ON AFT CABIN WALL	
1	Outdoor lock box	\$43.34
2	LABOR	\$250.00
	TOTAL	\$293.34
	Accepted Changeorder Pricing	\$1,962.34
	Tax on Changeorder Pricing	\$168.76
	Total Accepted Changeorder Pricing	\$2,131.11

CHANGE ORDER NO. 2

This Change Order amends the Vessel Construction Agreement between the Town of La Conner ("Owner") and Full-Time Fabrication, LLC ("Builder"). Paragraph 2 – Scope of Work – is amended by the addition of that work described in Exhibit "A," attached hereto and incorporated herein. Furthermore, paragraph 10 – Price and Installment Payment Terms – is amended by an increase in the total price to be paid for the Vessel and Work in the total amount of Two Thousand, One Hundred Thirty-One Dollars and Eleven cents (\$2,131.1) as set forth in Exhibit "A". The Date of Delivery set forth in paragraph 17(a) of the agreement shall be extended to August 29, 2025.

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

TOWN OF LA CONNER

FULL-TIME FABRICATION, LCC

Mayor Marna Hanneman

Tristan J. Lowry, Owner

Date: _____

Date: _____

Attest:

Maria DeGoede, Town Clerk

Approved as to form:

Scott Thomas, WSBA #23079
Town Attorney

**Resolution
Appointment to the Arts Commission
(Dalton)**

Town of La Conner



RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE MAYOR'S APPOINTMENT TO THE LA CONNER ARTS COMMISSION

WHEREAS, Section 2.47.020 of the La Conner Municipal Code authorizes the mayor to appoint members of the La Conner community to serve on the La Conner Arts Commission, with appointments to be confirmed by the town council, and

WHEREAS, a member of the Arts Commission whose term was to run through December 31, 2027, has resigned, and

WHEREAS, the Mayor has appointed Sarah Dalton to the Arts Commission to complete the remainder of the term that expires on December 31, 2027, and

WHEREAS, the Town Council desires to consent and approve the appointments;

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of La Conner consents and approves of the appointment of Sarah Dalton to the La Conner Arts Commission for the term as set forth above.

Approved by vote of the La Conner Town Council this _____ day of August, 2025.

By _____
Mayor Marna Hanneman

Attest:

Maria DeGoede, Town Clerk

Approved as to form:

Town Attorney

ATTEST:

Maria DeGoede, Finance Director

Approved as to form:

Scott Thomas, Town Attorney

**Resolution
Appointment to the Planning
Commission (Corey & Ojalchto)**

Town of La Conner



RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE MAYOR'S APPOINTMENTS TO THE LA CONNER PLANNING COMMISSION

WHEREAS, LCMC 15.130.020 authorizes the Mayor to appoint citizens of La Conner to serve on the La Conner Planning Commission, and

WHEREAS, the Mayor has appointed Timothy Corey to the La Conner Planning Commission for the remainder of a term that expires on December 31, 2025, and

WHEREAS, the Mayor has appointed Maya Ojalchto to the La Conner Planning Commission for the remainder of a term that expires on December 31, 2026, and

WHEREAS, the Town Council desires to consent and approve the appointments;

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of La Conner consents and approves of the appointment of Timothy Corey and Maya Ojalchto to the Planning Commission for the Town of La Conner, consistent with the term of office defined above.

Approved by vote of the La Conner Town Council this 12th day of August, 2025.

TOWN OF LA CONNER, WASHINGTON

Marna Hanneman, Mayor

ATTEST:

Maria DeGoede, Finance Director

Approved as to form:

Town Attorney

New Business

- 1) Cannon Financial Copier Purchase Order – Approval to Sign**



Town of La Conner

August 12, 2025

Town of La Conner
204 Douglas St.
La Conner, WA 98257

PO# CanFin2.25-1

To:
Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Ship To:
Town of La Conner
204 Douglas St.
La Conner, WA 98257

(60 Months), FMV lease on NASPO contract #187646/26723 for the following items;

Canon ImageRunner DX C5850i	\$ 188.53
Cassette Feeding Unit-AQ1	\$ 25.91
Inner Finisher L-1	\$ 21.42
Super G3 Fax Board AX2	\$ 14.23

Total Monthly Payment **\$ 250.09**

Total Monthly Payment with sales tax: **\$ 271.85**

The cost-per-copy of the service – supply plan which is **(B/W @\$0.0083 & Color @\$0.0562)** per copy and which Copiers Northwest will bill directly to (Town of La Conner).

Send all invoices & correspondences to:
Town of La Conner
PO Box 400
La Conner, WA 98257

X _____
Authorized by (name of signer & title of signer)

X _____
Date _____

204 Douglas Street, PO Box 400, La Conner, WA 98257

(360) 466-3125, Fax (360) 466-3901

Website: www.townoflaconner.org

**ADDENDUM "A"
TO CONTRACT BETWEEN
TOWN OF LA CONNER AND
SWINOMISH INDIAN TRIBAL COMMUNITY**

This Addendum "A" is attached to and made a part of the Contract for Wastewater Treatment and Disposal dated December 30, 1997 between the Town of La Conner ("Town"), a Washington municipality, and Swinomish Indian Tribal Community ("Swinomish"), hereafter, the "Contract".

The parties agree to the following terms and conditions:

1. The provisions of this Addendum "A" shall supersede any provisions to the contrary within the Contract.
2. Charges while Sewer Meter is not Functioning: The parties agree that during the time the sewer meter monitoring flows from Swinomish to the Town is inoperative, the parties shall use the monthly actual flows for the 2023 year to calculate payments due under the contract.
3. Notwithstanding any other provisions(s) to the contrary, nothing in the Contract shall be construed as or deemed a waiver of the sovereign immunity of the Swinomish Indian Tribal Community, which is hereby expressly retained.

TOWN OF LA CONNER

By: _____

Date: _____

**SWINOMISH INDIAN TRIBAL
COMMUNITY**

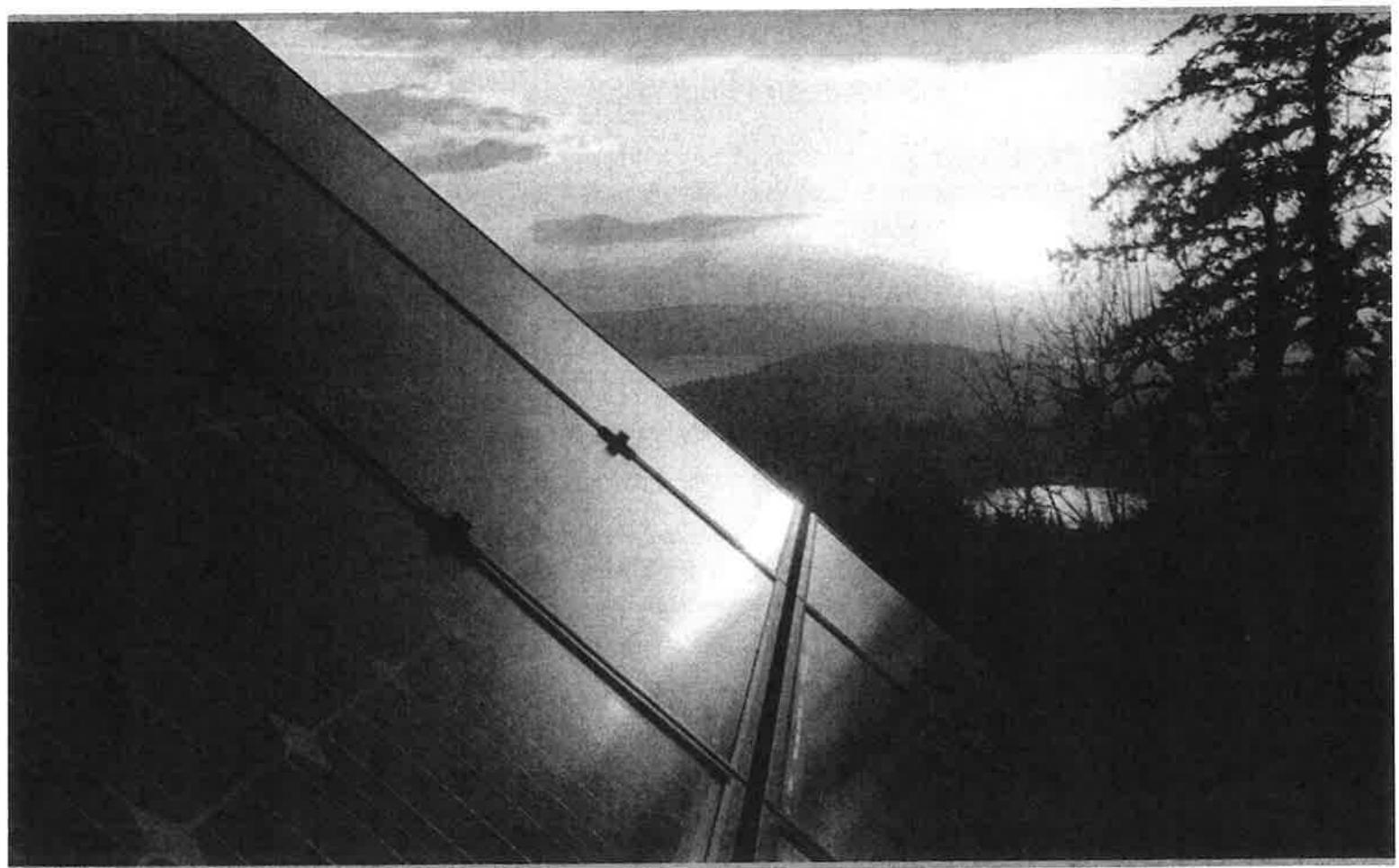
By: 

Date: 4/16/23



Western Solar

INTEGRITY & CRAFTSMANSHIP



360-746-0859 | info@westernsolarinc.com

4326 Pacific Hwy, Bellingham, WA 98226



WELCOME TO WESTERN SOLAR!

WHO ARE WE?

Founded in 2002, we are Bellingham's original solar design contractor. With over 2,000 installations, we are also the most experienced. From small residential systems to large government contracts, our team is committed to finding a technical, fact-driven, and honest solution for your project.

We live local, work local, and buy local. This is our community and we want to see it thrive.

OUR COMPANY ETHOS

Being your solar provider isn't just about getting it right on installation day. It's about providing you with the support you need for the next 25-50 years, whether you're selling your home, adding battery back-up, or just need us to fix something.

To make sure we can live up to this commitment, we've focused on forming a robust team of competent, curious, and collaborative thinkers rather than relying solely on top-down leadership. This ensures we can continue to provide award-winning design, installation, and technical support to our customers for decades to come. We provide full benefits, paid time off, and family wages to all of our employees because we know that when we invest in our team, we are investing in your experience and in our community at large.

YOUR SYSTEM DESIGNER



Evan Bush, VP of Commercial Sales & Operations

evan@westernsolarinc.com | Cell: 360-201-1002 | Office: 360-312-4708

Evan joined Western Solar in 2022 and is thrilled to be working side by side with the team that installed his first PV system in 2012. Prior to coming to Western Solar, Evan was the Project Manager with Iter Energy and then Silfab Solar, managing the facility and equipment expansions at Silfab's Bellingham location in 2019. Subsequently, as Commercial Solar PM for a leading Seattle PV installer, Evan enjoyed managing complex private and public commercial solar projects around the Puget Sound. His background in PV module manufacturing and commercial solar informs his drive to design value-driven projects utilizing top-tier equipment from proven manufacturers, leaving customers confident that their renewable energy system was designed with a focus on both quality and the bottom line.

This Agreement is contingent upon the Town of La Conner receiving a Puget Sound Energy Solar Grant in the minimum amount of \$80,000, for the design, installation, permitting, meter, interconnection and equipment costs of this grid-connected, solar system. If this contingency is not fulfilled, then this Agreement shall be null and void.

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

TOWN OF LA CONNER

WESTERN SOLAR

By: Mayor Marna Hanneman

Date: _____

By: _____

Date: _____

ATTEST:

Maria DeGoede
Finance Director

APPROVED AS TO FORM:

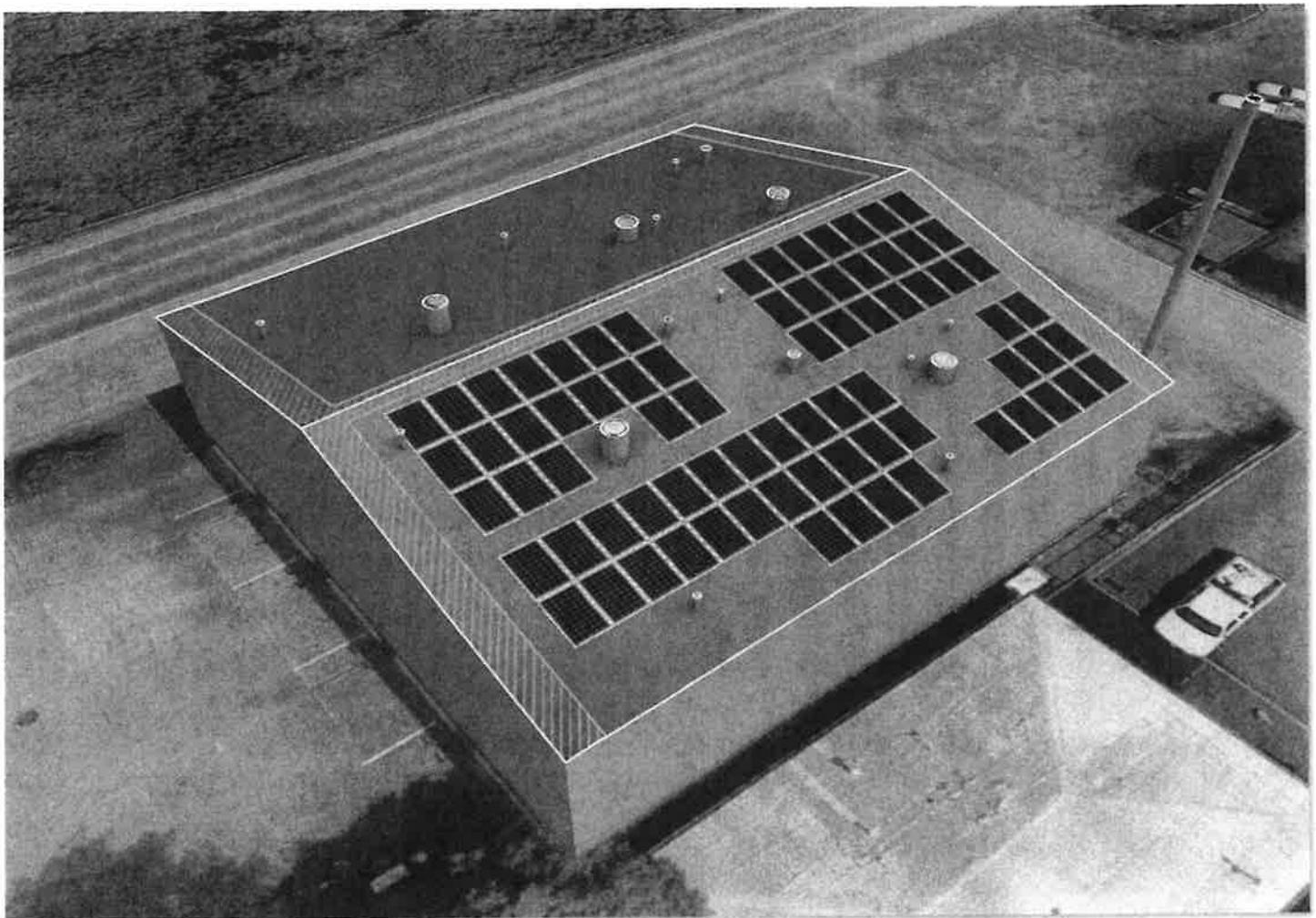
Scott G. Thomas, WSBA #23079
Town Attorney



La Conner Fire Department

12142 Chilberg Rd, La Conner, WA 98257

FINAL DESIGN & ANALYSIS:
34.96 kW REC 460 RX PV System



YOUR WESTERN SOLAR PROPOSAL



REC 76 X

Premium REC 460 Watt High Efficiency solar module.



Turn-key installation by Western Solar's L&I certified electricians and roofing crew



2 X

SolarEdge PVI 11.4 kW String Inverter



Connection to electrical panel and utility interconnection via solar net meter



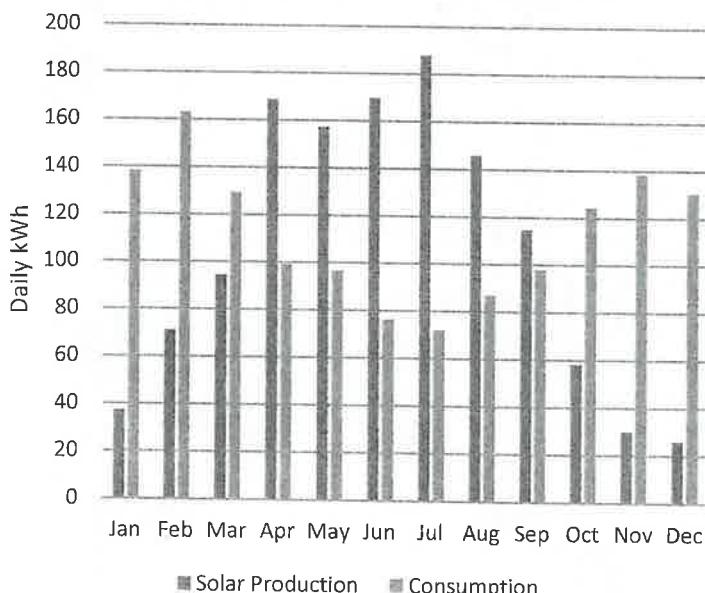
Solar Mounting Solutions

Black Anodized Snap N'Rack Mounting System



All utility paperwork, system layout drawings, and electrical permitting

AVERAGE DAILY SOLAR PRODUCTION vs. CURRENT ELECTRICAL CONSUMPTION (kWh)



ESTIMATED SYSTEM OUTPUT



Annual kWh of SOLAR PRODUCTION

38,411



Current kWh of ELECTRICAL CONSUMPTION

41,058



How much of my annual electric bill will this offset?

93.6%

ESTIMATED SYSTEM BENEFITS



Lbs of CO₂ emissions offset annually

46,093



Equivalent gallons of GASOLINE offset annually

2,305



Number of TREES it would take to sequester equivalent CO₂

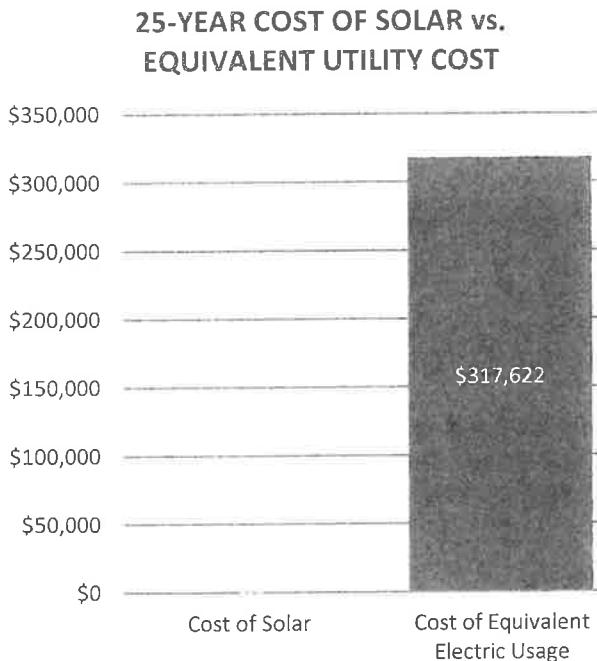
960

WHERE WILL MY ELECTRICITY COME FROM AFTER GOING SOLAR?



All system output numbers assume average solar irradiation patterns as predicted by the National Renewable Energy Labs, semi-annual solar module cleaning by the project owner, annual solar module degradation as expected by solar module warranties, and that the current shading patterns from trees/power-lines/etc do not change due to plant growth or the installation of new obstructions that could obscure the direct solar irradiation on the solar modules.

HOW MUCH WILL SOLAR COST?



SYSTEM PRICING:	
Total System Size (kw)	34.96
Price per watt	\$2.51
Total System Cost	\$87,648.84
Anticipated PSE Green Power Grant	\$87,648.84
Net System Cost*	\$0.00

SAVINGS OVER 25-YEAR WARRANTIED LIFE	
Utility Cost of Electricity (\$/kWh)	\$0.159
Solar Cost of Electricity (\$/kWh)	-\$0.007
Cost of Equivalent Electricity**	\$317,622
Net Savings	\$317,622
25-Year Warrantied Output	92.00%

**Assumes Washington's 10-year average energy rates inflation of 6%.

ANTICIPATED ANNUAL CASH FLOW						
Cash Flow	Annual Savings	Blended Cost/kWh	Degradation Schedule	Annual Electric Cost	Solar Cost/kWh	Total kWh Generated
0 (\$87,648.84)		0.1594050	1		\$0.1594050	38,411.00
1 \$6,122.91	\$6,122.91	0.1689693	0.9800	\$6,544.85	\$0.0805076	76,053.78
2 \$12,483.38	\$5,369.47	0.1791075	0.9775	\$6,937.54	\$0.0538986	113,600.53
3 \$19,208.28	\$6,724.50	0.1898539	0.9750	\$7,353.79	\$0.0405353	151,051.26
4 \$26,318.45	\$7,110.17	0.2012451	0.9725	\$7,795.02	\$0.0324985	188,405.96
5 \$33,835.90	\$7,517.45	0.2133198	0.9700	\$8,262.72	\$0.0271328	225,564.63
6 \$41,783.91	\$7,948.01	0.2261190	0.9675	\$8,758.49	\$0.0232963	262,827.27
7 \$50,187.10	\$8,403.18	0.2396852	0.9650	\$9,284.00	\$0.0204169	299,893.88
8 \$59,071.45	\$8,382.35	0.2540572	0.9625	\$9,841.04	\$0.0181762	336,864.47
9 \$68,464.47	\$9,393.02	0.2693114	0.9600	\$10,431.50	\$0.0163828	373,739.03
10 \$78,395.21	\$9,930.74	0.2854701	0.9575	\$11,057.39	\$0.0149151	410,517.56
11 \$88,894.38	\$10,489.17	0.3025983	0.9550	\$11,720.83	\$0.0136916	447,200.07
12 \$99,994.44	\$11,100.06	0.3207542	0.9525	\$12,424.08	\$0.0126562	483,786.55
13 \$111,729.71	\$11,735.27	0.3399994	0.9500	\$13,169.53	\$0.0117685	520,277.00
14 \$124,136.44	\$12,405.73	0.3603991	0.9475	\$13,959.70	\$0.0109991	556,671.42
15 \$137,252.97	\$13,116.53	0.3820234	0.9450	\$14,797.28	\$0.0103258	592,969.81
16 \$151,119.80	\$13,856.33	0.4049448	0.9425	\$15,685.12	\$0.0097317	629,172.13
17 \$165,779.76	\$14,659.56	0.4292414	0.9400	\$16,626.22	\$0.0092035	665,278.52
18 \$181,278.10	\$15,493.32	0.4549959	0.9375	\$17,623.80	\$0.0087309	701,288.83
19 \$197,662.65	\$15,384.55	0.4822957	0.9350	\$18,681.22	\$0.0083056	737,203.12
20 \$214,983.95	\$17,321.80	0.5112334	0.9325	\$19,802.10	\$0.0079207	773,021.38
21 \$233,295.44	\$18,311.47	0.5419074	0.9300	\$20,990.22	\$0.0075709	808,743.61
22 \$252,653.58	\$19,358.14	0.5744219	0.9275	\$22,249.64	\$0.0072515	844,369.81
23 \$273,118.05	\$20,464.47	0.6088872	0.9250	\$23,584.61	\$0.0069586	879,899.98
24 \$294,751.92	\$21,633.87	0.6454204	0.9225	\$24,999.69	\$0.0066393	915,334.13
25 \$317,621.84	\$22,862.81	0.6841457	0.9200	\$26,499.67	\$0.0064406	950,672.25

Net metering allows grid-tied solar energy system owners to sell their excess energy back to the grid in exchange for credits on their utility account at each utility's agreed rate. Credits roll over month to month to the next bill period but expire each year at the end of March. Ask your utility for the specifics of their program.

Western Solar PV System Quotation and Sales Proposal

A. This agreement is between Buyer listed below and Seller (Western Solar Inc. - WSI):

Buyer Name: La Conner Fire Department
Email: administrator@townoflaconner.org
Installation Address: 12142 Chilberg Rd, La Conner, WA 98257

B. Project Description & Cost

34.96 kW REC 460 RX PV System

Included with this Western Solar PV System Quotation and Sales Proposal:

- 1 76 REC 460W Solar modules with Black Anodized Frames and Black backsheet for system performance. 25 year linear production warranty (92%), 25 year power and labor warranty only available through REC Certified Professionals.
- 2 2 SolarEdge SE11400H-US Compact, transformerless, 240V string inverter system with panel level DC optimizers for each panel to perform panel level monitoring and optimization. Includes web-based monitoring by SolarEdge. 12 year manufacturer replacement warranty on inverter and 25 year replacement warranty on DC optimizers. This system is compliant with all Rapid Shutdown requirements.
- 3 1 Complete engineered anodized Snap N'Rack Mounting System connected 48" on center to existing roofing structure. Includes low profile watertight mounting system for standard roofs. Includes integrated wire-ways for hidden wiring and all stainless steel hardware. Exposed fastener/corrogated metal roofing systems do not carry a leak warranty by Western Solar.
- 4 1 NEC compliant integrated grounding system
- 5 Connection to Electrical Panel and Solar Net Meter per utility requirements.
- 6 Installation by Western Solar's Labor and Industries certified electricians and roofing staff from start to finish, including mounting of all racking systems, inverters, conduit runs, modules, and other required solar specific equipment.
- 7 All utility paperwork, system layout drawings, and electrical permitting required by the local county, city, Department of Labor & Industries, and serving utility for installation and utility interconnection of the solar system.
- 8 All standard structural and electrical permitting required by local jurisdiction and any required third-party engineering.
- 9 Western Solar's industry-leading ten-year service warranty.
- 10 Includes SolarEdge inverter warranty extensions to 25 years.
- 11 Includes installation labor wages calculated at Skagit County prevailing wages.
- 12 Assumes capacity to interconnect through load side taps w/in generator ATS.

Western Solar Price (Prior to all tax, credits, and incentives): **\$87,648.84**

Estimated Sales Tax: **\$0.00**

Total System Cost (prior to all credits and incentives): **\$87,648.84**

See attached 25 year financial analysis for details on tax credits, rebates, savings, payback time, etc.

C. Acceptance & Authorization:

The undersigned buyer has read and agrees to the terms and conditions of this contract (Western Solar Warranty, Terms, and Services and Appendix A, B, and C). This quotation is valid until January 31, 2026.

Date

Customer 1 (Signed)

Customer 1 (Printed)

Customer 2 (Signed)

Customer 2 (Printed)

8/5/2025

Date

Evan A. Bush

Western Solar Signatory (Signed)

Evan A. Bush, VP of Commercial Sales & Operations

Western Solar Signatory Name (Printed)

Quote prepared by Western Solar representative

Evan Bush on August 5, 2025

360-201-1002 • evan@westernsolarinc.com

Projects & References

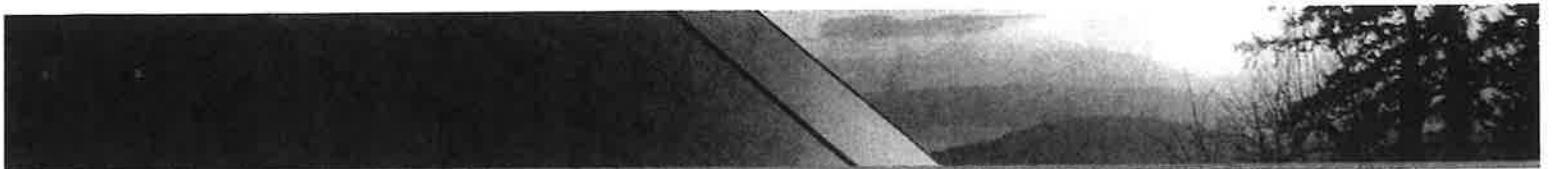
Western Solar has successfully completed many commercial solar installations, with a diverse portfolio that includes privately developed, grant funded, tribal nation, and public-bid projects.

Recent Projects

- Swinomish Indian Tribal Community Apartments & Cottages – 2025, **159 kW, 567 kWh Battery Storage**
- Maberry Packing - 2025, **167.04 kW**
- Island Grown Farmers' Cooperative - 2025, **129.92 kW**
- WWU SMATE Hall - 2025, **111.9 kW**
- City of Bellingham Fire Station #2 - 2024, **62.35 kW**
- Winthrop Public Library - 2024, **80.5 kW**
- Orcas Recycling Services - 2024, **94.16 kW**
- City of Marysville Civic Center - 2024, **51.36 kW**
- PeaceHealth Lynden Clinic - 2024, **86.67 kW**
- Lummi Nation Housing Authority - 2024, **69.7 kW**
- Silver Lake Water & Sewer District - 2023, **136.21 kW**
- First Congregational Community Church - 2023, **42.93 kW**
- Bellingham Training & Tennis Club - 2023, **127.2 kW**
- Lummi Indian Business Council - 2023, **538.35 kW**
- Ace Hardware Anacortes - 2023, **85.86 kW**
- Dewey Griffin Subaru - 2022, **149.94 kW**
- La Conner Swinomish Public Library - 2022, **20.16 kW**
- Vashon Landfill (King County) - 2022, **149.48 kW**
- Fanatik Bikes - 2021, **119 kW**
- Lopez Island Creamery - 2021, **88.4 kW**
- Friday Harbor Market - 2021, **269.61 kW**
- Enumclaw Transfer Station (King County) - 2020, **133.94 kW**
- King County Aquatic Center (King County) - 2014 & 2018, **236.7 kW**

Upcoming Contracted Projects

- Bellingham Public Schools - 2025, **1,154 kW to be installed on five schools**
- Shoreline Community College STEAM Building - 2025, **35.7 kW**
- Swinomish Indian Tribal Community STAC Admin Building - 2025, **55.65 kW, 312 kWh Battery Storage**
- Opportunity Council – 2025, **96.8 kW**



Project References

Michiel Zuidweg, Principle, MZ Solar Consulting (Owner Representative for various projects, including Silver Lake Water & Sewer District, Winthrop Library, and numerous Swinomish Nation projects)
michiel@mzsolarconsulting.com

David Broustis, Energy Manager, King County
david.broustis@kingcounty.gov

Mark Salisbury, Owner, Fanatik Bikes
mark@fanatikbike.com

Dale Andert, Project Engineer, Lummi Nation
DaleA@lummi-nsn.gov

Western Solar Warranty, Terms, and Services

This Contract, including all appendices, (the "Contract") is made and entered into by and between Owner and Prime Consultants, Inc. d/b/a Western Solar ("Western Solar") on the date of the last signature below for the installation of the project described below.

1. **WORK.** Western Solar agrees to provide all labor and materials necessary to construct the Project according to the layout plan previously provided by Western Solar (the "Work").
2. **CONTRACT PRICE.** The Contract Price shall be the Western Solar Price for the option selected in the Western Solar Quotation, plus applicable Washington State sales tax. This Contract Price is valid only so long as Owner signs this Contract no later than fourteen (14) days after Western Solar submits the Contract to Owner.
 - a. The Contract Price is based on the market prices for equipment and materials on the date this Contract is executed by both parties (the "Effective Date"). In the event the market price for any equipment or material increases between the Effective Date and the date when Contractor obtains final pricing from its suppliers for equipment and materials (the "Firm Price Date"), Contractor shall be entitled to a change order increasing the Contract Sum in direct proportion to the equipment or material price increase between the Effective Date and the Firm Price Date, without any additional markup for overhead and profit (the "Material/Equipment Price Increase"). If Owner is unable, or unwilling, to pay the Material/Equipment Price Increase, then Owner, as its sole and exclusive remedy, shall be entitled to terminate this Contract in writing (the "Termination Notice") no later than two (2) days after receiving notice of the Material/Equipment Price Increase. This Contract shall terminate upon Western Solar's timely receipt of the Termination Notice, in which case the Deposit (as defined in General Terms and Conditions Paragraph 1, below) shall be forfeited to Western Solar and all other rights and obligations of the parties hereunder shall terminate.
3. **TIME OF PERFORMANCE AND PERMITS.** Western Solar shall obtain all routine structural and electrical permits necessary to perform the Work. Western Solar's installation schedule is estimated but not guaranteed by Western Solar and is subject to change due to, but not limited to, improper weather conditions, availability of equipment, labor shortages, and/or Owner caused delays. Without limiting the generality of the foregoing, Western Solar shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, general unavailability of materials, general unavailability of labor, or issuance of permits.
4. **INSURANCE.** Western Solar shall purchase and maintain during the Project insurance in the following amounts on a per occurrence and aggregate basis.

	Per Occurrence Coverage	Aggregate Coverage
General Liability	1,000,000	2,000,000
Automobile Liability	1,000,000	NA

5. **ADDITIONAL PROVISIONS.** The following additional provisions shall apply to this Contract:

- a. Western Solar recommends that the Owner review potential energy efficiency measures prior to installing solar as a way to reduce the overall solar system cost and size required to off-set Owner's annual energy loads. Owner should discuss this with the Western Solar sales representative prior to signing this Contract if Owner has any questions.
- b. Estimated yearly benefits are calculated by combining the 26% federal tax credit, monthly reduction in utility bill through net metering, and MACRS Depreciation, Bonus Depreciation, REAP Grants or any other eligible incentives. The 26% tax credit is scheduled to drop to 22% for any projects "placed in service" after December 31, 2022. Commercial Safe harbor projects signed in/before 2022 with at least 5% retention paid are eligible for the 26% tax credit with a 4 year construction window.
- c. Western Solar presented Owner with known information on applicable incentive programs such as Federal ITC, utility rebate programs, and Washington State production payments. However, Western Solar does not guarantee, warrant, or otherwise make any representation regarding the availability and the continuation of these programs and/or payments.
- d. All estimated system output calculations assume average solar irradiation patterns as predicted by the National Renewable Energy Labs, semi-annual solar module cleaning by the homeowner, annual solar module degradation as expected by solar module warranties, and that the current shading patterns from trees/power-lines/etc. do not change due to plant growth or the installation of new obstructions that could obscure the direct solar irradiation on the solar modules. Western Solar estimated the energy output of the Project and Owner's consumption rates based on information known to Western Solar; however, Western Solar does not guarantee, warrant, or otherwise ensure that these estimates will be realized by the Project. Owner understands and acknowledges that many factors including, but not limited to, weather, shading effects, system downtime, and energy consumption patterns can lead to consumption/production totals more or less than those predicted. Western Solar does not guarantee, warrant, or otherwise ensure that the estimated energy production or consumption rates will be reached by the

Project upon installation.

- e. Owner solely and exclusively takes the risk of system downtime. Owner shall monitor and report any equipment failures or system production issues to Western Solar.
- f. "Grid-Tied" systems will shut down and will not provide backup power generation in the event of a power outage and/or when utility power is not provided to Owner's electrical panels unless the system is upgraded to a battery backup system.
- g. Each system includes all National Electric Code required disconnects, grounding/safety systems, meter bases for monitoring of the system output by the utility company, and internal (hidden when possible) conduit runs from the solar array to the inverter location. Every effort is taken to minimize the visual impact from the installed components, but disconnects and meter locations are dictated by the National Electric Code and the local utility, requiring the installation of components adjacent to the existing primary electrical meter base.
- h. Western Solar is a pre-authorized contractor with Snohomish PUD, Puget Sound Energy, and Seattle City Light, automatically qualifying all systems for applicable utility rebates.

6. EXCLUSIONS. The following items are not included in this Contract:

- a. Engineering fees for Department of Labor and Industries plan review for projects on schools, health care facilities, and manufactured homes.
- b. Permits other than routine structural and electrical permits including, but not limited to, environmental permits (including, but not limited to, SEPA, critical areas permits, and natural resource assessments).
- c. If the Project includes installation of web-based monitoring systems, the monitoring system may not detect all solar modules correctly at all times if there is in-line interference. Proper signal transfer may require installation of additional wireless signal boosters, which are excluded from this Contract.
- d. Western Solar does not monitor day to day energy production. It is the Owner's responsibility to monitor and report any equipment failures or system production issues.
- e. Trenching is excluded from this Contract and, if performed by Western Solar, will be billed at Western Solar's then-existing time and materials rates.
- f. Utility locates for any trenching are the Owner's sole cost and responsibility. In the event any unknown water lines, power lines, gas lines, telephone lines, or other similar utility lines are damaged during trenching performed by Western Solar, all repairs shall be billed to Owner at Western Solar's then-existing time and materials rates.
- g. Electrical panel or wiring upgrades may be necessary as determined by Western Solar's electrician at the time of installation due to improperly installed electrical panels, wires, or previous unpermitted electrical work. Any such work shall constitute a change order to be billed at Western Solar's then-existing time and materials rates.
- h. If homeowner has agreed to provide services, either personally or through a third party contractor, prior to or during the installation of solar, delays in those services will not constitute a delay that is Western Solar's responsibility, and the final payment will be due upon completion of the contracted work and not upon final inspection. These services include, but are not limited to, electrical panel upgrades for the interconnection of the solar, installation of a generator or generator transfer switch, removal of shelves/equipment/vegetation to meet required working clearances around solar equipment/meters, trenching, or final hook-up of the utility meter on new construction projects.

7. WARRANTY. Western Solar's ten (10) year warranty is set forth in Appendix "A" hereto.

8. GENERAL CONDITIONS. The General Terms and Conditions (the "General Conditions") are attached hereto as Appendix "B" and are incorporated herein by this reference.

9. STATUTORY NOTICE. Owner acknowledges receipt of the statutory notice attached hereto as Appendix "C."

10. REPRESENTATIONS. The Owner and the Western Solar represent and warrant that the following statements are true and accurate:



360-746-0859
info@westernsolarinc.com | www.westernsolarinc.com

- A. THIS CONTRACT CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A RELEASE OF CERTAIN LIABILITIES.
- B. OWNER HAS READ AND UNDERSTANDS THAT THE CONDITIONS FORM A PART OF THIS CONTRACT.
- C. THE UNDERSIGNED PERSONALLY GUARANTIES THE PERFORMANCE OF THE OWNER UNDER THIS CONTRACT.

11. NOTICE TO OWNER. CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST WESTERN SOLAR. FORTY-FIVE (45) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO WESTERN SOLAR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE WESTERN SOLAR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY WESTERN SOLAR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

12. ENTIRE AGREEMENT. This Contract and all appendices constitute the entire agreement between the Owner and Western Solar for the Project. This Contract supersedes all prior written and oral agreements, discussions or understandings. Except for oral change orders, this Contract may only be amended by a written amendment signed by both the Owner and Western Solar.

Appendix A
Warranty

1. Western Solar warrants that its installation and interconnection services will be free from defects not inherent in the quality required or permitted, and that those services will conform to the requirements of this Contract for a period of ten (10) years after final electrical inspection approval (the "Warranty Period").
2. Warranties supplied by equipment manufacturers shall be the sole and exclusive warranty applying to that equipment. Notwithstanding the foregoing, during the term of this Warranty Western Solar will provide all labor and reinstallation services necessary to replace any equipment failure (including modules, racking, and inverters) where such equipment failure is covered by the manufacturer's warranty. Western Solar will not, however, provide labor or reinstallation services in the event equipment is damaged due to "acts of god" including, but not limited to, storm damage, treefall, and lightning strikes.
3. Western Solar warranties all Western Solar roof penetrations for the Warranty Period on qualifying roof types. Western Solar will, in the event of a roof leak arising out of Western Solar's roof penetrations, replace any damaged material or equipment and will take necessary steps to prevent future leakage (at Western Solar's sole discretion). Should a leak occur the Owner must provide written notice and documentation of the roof leak with a copy of a roof inspection conducted by a third-party roofing company indicating that Western Solar's roof penetrations caused the roof leak within the Warranty Period. Qualifying roof types including standing seam metal roofs, composite shingle roofs, and TPO/PVC Membrane roofs. Western Solar does not provide a roof leak warranty on corrugated/exposed fastener metal roofs, aluminum shingle roofs, rubber shingle roofs, wood shake roofs or tar roofs.
4. If the Project includes installation of web-based monitoring systems to the Owner's internet via powerline adaptor or Wi-Fi, then Western Solar will provide free remote troubleshooting during the Warranty Period. Any onsite network connection or web-monitoring service calls are not covered by Western Solar's warranty and will be billed at Western Solar's then-existing time and material rates.
5. This warranty shall not apply to any damage or loss occasioned by Owner's failure to perform ordinary and reasonable maintenance during the Warranty Period or any written notice of defects received after the Warranty Period. Owner shall promptly notify Western Solar in writing of all warranty claims and allow Western Solar reasonable access to the Project.
6. Western Solar's warranty shall be null and void if the renewable energy system is modified, repaired or serviced other than by Western Solar or if Owner fails to comply with Western Solar's approved and suggested maintenance procedures.
7. Generator installations must be approved by Western Solar prior to installation or such installation will void this warranty.
8. This warranty shall be deemed void if Owner fails to submit full payment within 30 days of final invoice from Western Solar.
9. THE WARRANTY SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY WESTERN SOLAR. WESTERN SOLAR DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

Appendix B
General Terms and Conditions

1. Payment. Owner shall pay a One Thousand Dollar (\$1,000) non-refundable deposit (the "Deposit") upon signing the Contract, which deposit shall be applied to the Contract Price. Fifty percent (50%) of the Contract Price shall be paid to Western Solar no later than six (6) weeks prior to the scheduled installation date. The remaining unpaid balance of the Contract Price shall be paid no later than ten (10) days after the solar electrical inspection and approval by the local permitting agency.

2. **Change Orders.** Owner may, without invalidating this Contract, order orally or in writing changes to the Project by altering, adding to, or deducting from the Work and the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions hereof. Western Solar may require a written change order prior to proceeding with the Work or may proceed with the Work and thereafter prepare a change order documenting the change in Contract Price.
3. **Nature of Work.** If the site conditions differ from those reasonably anticipated by Western Solar, Western Solar shall give notice to Owner and Western Solar shall receive an equitable adjustment to the Contract Price necessary to address the differing site conditions.
4. **Western Solar Property.** Materials delivered by or for Western Solar and intended to be incorporated into the Project hereunder shall become property of Owner only upon payment. Western Solar may repossess any surplus materials remaining at the completion of the Contract or any materials if Owner fails to pay for the same. All scaffolding, apparatus, ways, works, tools, equipment, machinery, and plans brought upon the premises by Western Solar shall remain Western Solar's property.
5. **Western Solar Default.** If Western Solar defaults or neglects to carry out the Work in accordance with this Contract, Owner shall provide thirty (30) working days' written notice of the default with opportunity to cure. If within thirty (30) days of Western Solar's receipt of written notice of default the Western Solar fails to correct said default, or fails to commence and continue correction of such default with diligence and promptness, Owner may terminate this Contract in writing and thereafter either perform the Work itself or obtain another contractor to perform the Work.
NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, WESTERN SOLAR SHALL NOT BE LIABLE TO OWNER FOR ANY CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF WESTERN SOLAR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT OR OUT-OF-POCKET COSTS.
6. **Owner's Breach.** In the event that Owner fails to timely pay for the Work, Western Solar shall be entitled to exercise any remedy provided by law or this Contract, including, without limitation, (i) cessation of further Work until payment has been made and Owner provides adequate assurances of future performance; (ii) termination of this Contract; (iii) a lawsuit for monies owed; and (iv) foreclosure of a lien against the real property on which the Work was performed. All of these remedies shall be cumulative and in addition to any other remedies provided by law or equity.
7. **Information Supplied by Owner.** Owner acknowledges that Western Solar shall construct the Project based upon Owner's representations as to the true property boundaries. Owner further acknowledges that (i) Western Solar has not conducted an independent survey or independent verification of the true property boundaries, and (ii) Owner has not compensated Western Solar to conduct such independent verification. Owner therefore releases, discharges, and agrees to hold Western Solar harmless from any claims of encroachment, insufficient setback, or other claims which result from representations made by Owner as to the location of the property boundaries or any other aspect of the Work.
8. **Litigation.** At Western Solar's sole option, all claims, disputes, and other matters in question between Western Solar and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. If Western Solar elects to arbitrate any such dispute, Western Solar and Owner agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Western Solar does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Western Solar and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees incurred.
9. **Waiver.** No failure by Western Solar to insist upon the strict performance of any covenant, duty agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver by the Western Solar must be expressly made in writing and signed by Western Solar.
10. **Termination for Convenience.** Western Solar shall be entitled to terminate this contract for its convenience by issuing written notice to Owner at any point before Western Solar commences physical installation work at the Owner's property. In the event Western Solar terminates this Contract pursuant to this section, the Owner's sole and exclusive remedy shall be reimbursement of any amounts previously paid to Western Solar under this Contract including, but not limited to, the Deposit.
11. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
12. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption which would interpret the provisions of this Agreement in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
Governing Law. This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington. Both parties expressly waive their right to a jury trial.



APPENDIX "C"
NOTICE TO CUSTOMER

This contractor is registered with the State of Washington, registration no. WESTEST*872DD and has posted with the state a bond or deposit of \$4,000.00 for the purpose of satisfying claims against the Western Solar for breach of contract, including negligent or improper work in the conduct of the Western Solar's business. The expiration date of this Western Solar's registration is 03/08/2023.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by Western Solar. The bond or deposit is intended to pay valid claims up to \$4,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED

If a supplier of materials used in your construction project or an employee or subcontractor of your Contractor or subcontractor is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I have received a copy of this disclosure statement.

Prime Consultants, Inc. d/b/a Western Solar

Prime Consultants, Inc. d/b/a Western Solar

- 1 -

Date:

Name: _____

Name: _____

Signature:

Signature:

AMENDMENT TO AGREEMENT

THAT CERTAIN AGREEMENT, dated the _____ day of _____, by and between the TOWN OF LA CONNER, a Washington municipal corporation (hereinafter referred to as the "Town") and WESTERN SOLAR INC., a Washington corporation (hereinafter referred to as "Western Solar") is hereby amended as set forth herein.

A. Paragraph 1 – "WORK" is hereby amended to read as follows:

1. Western Solar agrees to provide all labor and materials necessary to construct the Project according to the layout plan previously provided by Western Solar, and in accordance with the Renewable Energy System Quotation and Sales Contract (the "Work").

B. Paragraph 4 – "INSURANCE" is hereby amended to read as follows:

1. Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

2. Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

3. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

4. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The Town shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Builders Risk insurance covering interests of the Town, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Town upon written request by the Contractor and written acceptance by the Town. Any increased deductibles accepted by the Town will remain the responsibility

of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the Town.

5. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
- c. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

6. Other Insurance Provision

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

7. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

8. Waiver of Subrogation

The Contractor and the Town waive all rights against each other, any of their Subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

9. Acceptability of Insurers

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

10. Verification of Coverage

Contractor shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Town a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

11. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

12. Notice of Cancellation

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

13. Failure to Maintain Insurance

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

C. Appendix "B," Paragraph 1 – "Payment" is hereby amended to read as follows:

No deposit shall be paid to Western Solar by the Town upon executing this contract. This agreement is contingent on the Town's receipt and acceptance of a solar retrofit grant award by the Washington State Department of Commerce, in an amount not less than \$43,270, as amended by adding thereto the cost of one-half the amount of any change order issued by the Town prior to the start of work under this Agreement. It is the intent of the parties that this agreement shall be rendered null and void if a grant is not received by the Town from the state of Washington prior to the start of work.

D. Appendix "B," Paragraph 8 – "Litigation" is hereby amended to read as follows:

At either party's option, all claims, disputes, and other matters in question between Western Solar and the Town arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. If either party elects to arbitrate any such dispute, the parties agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If neither party selects Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees incurred.

E. Appendix "B," Paragraph 9 – "Waiver" is hereby amended to read as follows:

No failure by Western Solar to insist upon the strict performance of any covenant, duty agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver by the Western Solar must be expressly made in writing and signed by Western Solar.

No failure by the Town to insist upon the strict performance of any covenant, duty agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver by the Town must be expressly made in writing and signed by the Town.

F. Appendix "B," Paragraph 10 – "Termination" is hereby amended to read as follows:

a. Termination for Convenience. Western Solar shall be entitled to terminate this contract for its convenience by issuing written notice to the Town at any point before Western Solar commences physical installation work at the Town's property. In the event Western Solar terminates this Contract pursuant to this section, the Town's sole and exclusive remedy shall be reimbursement of any amounts previously paid to Western Solar under this Contract including, but not limited to, the Deposit.

b. The Town may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

i. The Western Solar's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

- ii. The Western Solar's failure to complete the work within the time specified in this Agreement.
- iii. The Western Solar's failure to make full and prompt payment to subWestern Solars or for material or labor.
- iv. The Western Solar's persistent disregard of federal, state or local laws, rules or regulations.
- v. The Western Solar's filing for bankruptcy or becoming adjudged bankrupt.
- vi. The Western Solar's breach of any portion of this Agreement.

If the Town terminates this Agreement for good cause, the Western Solar shall not receive any further money due under this Agreement until the Contract work is completed. After termination, the Town may take possession of all records and data within the Western Solar's possession pertaining to this project which may be used by the Town without restriction.

G. A new paragraph is hereby added to **Appendix "B," to be known as Paragraph 13** which shall read as follows:

PREVAILING WAGES. Western Solar shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Work. Western Solar shall pay prevailing wages in effect on the date this agreement is executed by Western Solar, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

H. A new paragraph is hereby added to **Appendix "B," to be known as Paragraph 14** which shall read as follows:

Public Works Bond. Western Solar shall file a performance public works bond complying with the provisions of Chapter 39.08.010 RCW. In lieu thereof, and at the option of Western Solar, the Town may retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

I. A new paragraph is hereby added to **Appendix "B," to be known as Paragraph 15** which shall read as follows:

CLAIMS. If Western Solar disagrees with anything required by a change order, another written order, or an oral order from the Town, including any direction, instruction, interpretation, or determination by the Town, Western Solar may file a claim as provided in this section. Western Solar shall give written notice to the Town of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date Western Solar knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by Western Solar unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, Western Solar's written claim shall include the information set forth in subsections A, items 1 through 5 below. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENT SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of Western Solar's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if Western Solar is asserting a schedule change or disruption.

B. Records. Western Solar shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The Town shall have access to any of Western Solar's records needed for evaluating the protest. The Town will evaluate all claims, provided the procedures in this section are followed. If the Town determines that a claim is valid, the Town will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Western Solar's Duty to Complete Protested Work. In spite of any claim, Western Solar shall proceed promptly to provide the goods, materials and services required by the Town under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, Western Solar also waives any additional entitlement and accepts from the Town any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, Western Solar completely waives any claims for protested work and accepts from the Town any written or oral order (including directions, instructions, interpretations, and determination).

F. Waiver of Claims. WESTERN SOLAR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF WESTERN SOLAR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY WESTERN SOLAR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

J. A new paragraph is hereby added to **Appendix "B," to be known as Paragraph 16** which shall read as follows:

LIMITATION OF ACTIONS. WESTERN SOLAR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR WESTERN SOLAR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

All other terms and conditions of the Agreement shall remain the same.

TOWN OF LAGUNNER

By _____
Mayor

By _____
Western Solar

Date _____

Date _____

Attest:

Maria DeGoede, Town Clerk

Approved as ^{to} form:

Town Attorney