



CITY COUNCIL MEETING AGENDA Tuesday – July 26, 2022 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

Brian Watson,
Council Position No.1
bwatson@cityofnapavine.com

Larry Stafford,
Council Position No.2
lstafford@cityofnapavine.com

Don Webster,
Council Position No.3
dwebster@cityofnapavine.com

Heather Stewart,
Council Position No.4
hstewart@cityofnapavine.com

Duane Crouse,
Council Position No.5
dcrouse@cityofnapavine.com

Staff Members
Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Bryan Morris,
PW Director
Community Development

John Brockmueller,
Chief of Police

Jim Buzzard,
Legal Counsel

City of Napavine
407 Birch Ave SW
P O Box 810
Napavine, WA 98565
360-262-3547

City Website
www.cityofnapavine.com

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS PRESENTED

- VI. APPROVAL OF MINUTES FROM THE REGULAR MEETING
 - 1) Regular Council Meeting Minutes– July 12, 2022

- VII. STAFF & COUNCIL REPORT

- VIII. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) Fuel Station Moratorium Update- B. Morris
 - 3) Interlocal Police Services Update – J. Brockmueller
 - 4) ARPA Fund Information – M. Whitten
 - 5) AM 22-07 Liquor License Renewal – R. Denham
 - 6) Planning Commission Oath to Office Amy Morris – S. O'Neill
 - 7) South Lewis County Chamber of Commerce - J. Novak
 - 8) Ord 632 Civil Service – J. Brockmueller/J. Godbey

- IX. CITIZEN COMMENTS – NON-AGENDA ITEMS
- X. ADJOURNMENT – CLOSE OF MEETING

Council Meeting is held in person and via Teleconference.

Teleconference Information

Dial-in number (US): (720) 740-9753

Access code: 8460198

To join the online meeting:

<https://join.freeconferencecall.com/rdenham8>



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

July 12, 2022, 6:00 P.M.

Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O’Neill called regular city council meeting to order at 6:00 pm.

INVOCATION:

Invocation was led by Bryan Morris

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Don Webster Councilor #3, Heather Stewart Councilor #4, and Duane Crouse Councilor #5.

City staff members present: City Clerk – Rachelle Denham, Treasurer – Michelle Whitten, PW/Comm Dev – Bryan Morris, Chief of Police – John Brockmueller, Police Admin Assistant Judy Godbey, and Court Administrator Katie Geihl.

ROLL CALL:

MOVED:	Don Webster	Motion: To excuse Councilor Larry Stafford from council meeting.
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Presented
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING, PUBLIC HEARING, AND WORKSHOP

MOVED:	Don Webster	Motion: Approval of Minutes - Regular Council Meeting, Public Hearing, and Workshop from the June 28, 2022, meeting
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

Lewis County Commissioner - Lindsey Pollock

- The application has been received for the ARPA Grant money and will be reviewed on 7/19. No other report.

Bryan Morris – PW/Community Development

- Operations are normal. Working hard and brightening the town up with fresh paint for road markings, getting ready for Funtime Festival.

Chief of Police – J. Brockmueller

- Toledo Cheese Days was a success. The police department covered the city for their annual event along with assistance from Winlock. Getting ready for Napavine Funtime Festival and excited about being involved. Recently hired a lateral police officer and the new hire will start on 7/19. Operations are normal.

Rachelle Denham – City Clerk

- The city received a Thank you note from LaVerne Haslett and was read aloud. Rachelle will be out on FMLA beginning Monday, 07/19 but can be reached by email.

Shawn O’Neill – Mayor

- Union negotiations are coming up and offered for any participation from the council would be accepted thanked councilor Duane Crouse for his support with the process.

PRESENTATION: FLOOD AUTHORITY-SCOTT BOETTCHER

Edna Fund opened the presentation for the Flood Authority. She supports the participation with Napavine. The Flood Authority works on local projects to include flooding issues, water retention, and aquatic species restoration. Duane Crouse represents the City of Napavine and commented that he looks forward to attending in person meetings. Bryan Morris asked that since the flood authority helps with flooding areas do they work to have the area removed out of flood way/zone to make it useable property through FEMA. The Flood Authority will work together with cities and through FEMA the best they can. *Recording and presentation slides are available upon request.

NEW BUSINESS

VOUCHERS- M. WHITTEN

*July 12, 2022, First Council Meeting, Accounts Payable: 37634-37635, 37637-37669; \$39,063.54, Payroll Vendor: 37636; \$113.40; Electronic Payments dates EFT*20220703-06 \$1,236.00; Electronic Payroll Payments; EFT*202207-02 \$10,320.52; ACH Deposit Dates: 07/07/22 Direct Dep; \$24,429.61. Vouchers Grand Total: \$75,163.07.*

MOVED:	Don Webster	Motion: Approval of the Vouchers dated July 12, 2022, First Council Meeting
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

RESOLUTION NO 22-06-133 SURPLUS MULTI GAS MONITOR & PIPELINE DETECTOR – B. Morris

RESOLUTION NO. 22-06-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DECLARING CERTAIN PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND DIRECTING DISPOSAL OF SUCH PROPERTY

MOVED:	Heather Stewart	Motion: Approve Resolution No. 22-06-133
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Local Law Table Update- K.Geihl

This project is in depth and was hoping to have more done with it but it’s taking longer than anticipated. Katie spoke with Carla Shannon, and she recommended that it’s handled with a resolution due to the number of changes that need to be made. Once the resolution is approved Carla will make the changes on the back end of things. Katie will work to have this at the next council meeting.

AM NO. 22-06 NEW LIQUOR LICENSE: TUMAC TAPROOM- R. DENHAM

MOVED:	Don Webster	Motion: Approve AM No. 22-06 New Liquor License Tumac Taproom
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

INTERLOCAL POLICE SERVICES UPDATE – R. DENHAM:

The final draft has been completed and will be sent to council(s) for review and will be on the next council meeting for approval.

CITIZEN COMMENTS – NON-AGENDA ITEMS:

George and Danielle Reyna 410 Meadow Lane, Napavine – Expressed his concern about the ongoing issues with his neighbors and within the city. He is seeing more police (chief) presence, specifically 8 am in the morning when the problem kids are sleeping from drug and drinking. He thanked the chief for driving by his family appreciates it. George has video from the last meeting of him being violated from the order. From what the chief said at the last meeting was that he can do three things, cite, ticket/arrest, and refer the charges. He feels the police reports are not informative with details. They have started a community watch on the Napavine Community Facebook page and that seems to be helping. George is asking for the police to have more night presence especially around the problem house. Councilor Brian Watson asked if there is an officer on duty in the evening time. The chief stated it depends. Shawn expressed empathy with the Reyna family. The court administrator provided information to all regarding the referral process in hopes it would provide clarity for the situation. George stated that charges are being referred but nothing is being done. George stated that videos have been sent and nothing is being done. A wrong video was sent but since then George resent the video to the police department. The chief confirmed that he has the video. Continued conversation went back and forth. * There is a recording of this full conversation.

Shawn Glen, 414 Stella – Expressed frustration with the graffiti that is happening around town and on the Mayme overpass. He would like to take paint and cover the inappropriate markings up. He walks it with his children and it’s terrible to look at. The mayor commented that he could not grant permission but that if he is cleaning it up, he doesn’t see an issue/concern with it.

ADJOURNMENT:

MOVED:	Brian Watson	Motion: To Adjourn – Close of Meeting
SECONDED:	Heather Stewart	
<i>Discussion: Meeting Adjourned at 6:54 p.m.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com at the link <https://fccdl.in/dwUeDNANIU>

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Voucher Report

Council Meeting July 26, 2022, Second Council Meeting

Reference	Date	Amount	Notes
Reference Number: 37670	Napavine Postmas	\$1,524.00	
2022*July Postage stamps	7/13/2022	\$1,524.00	10 rolls stamps regular ar
Reference Number: 37671	International Broth	\$748.25	
Union Dues - 14264	7/6/2022	\$35.25	
Union Dues - 14267	7/6/2022	\$49.75	
Union Dues - 14268	7/6/2022	\$32.25	
Union Dues - 14272	7/6/2022	\$32.25	
Union Dues - 14273	7/6/2022	\$32.25	
Union Dues - 14283	7/6/2022	\$47.75	
Union Dues - 14284	7/6/2022	\$38.75	
Union Dues - 14285	7/6/2022	\$29.75	
Union Dues - 14287	7/6/2022	\$27.75	
Union Dues - 14288	7/6/2022	\$29.25	
Union Dues - 14291	7/20/2022	\$38.75	
Union Dues - 14295	7/20/2022	\$35.25	
Union Dues - 14296	7/20/2022	\$32.25	
Union Dues - 14298	7/20/2022	\$49.75	
Union Dues - 14299	7/20/2022	\$32.25	
Union Dues - 14300	7/20/2022	\$29.75	
Union Dues - 14303	7/20/2022	\$32.25	
Union Dues - 14304	7/20/2022	\$47.75	
Union Dues - 14306	7/20/2022	\$29.25	
Union Dues - 14308	7/20/2022	\$27.75	
Union Dues - 14311	7/20/2022	\$38.25	
Reference Number: 37672	Nationwide Retiree	\$2,634.54	
Deferred Comp - 14267	7/6/2022	\$75.00	
Deferred Comp - 14268	7/6/2022	\$150.00	
Deferred Comp - 14271	7/6/2022	\$250.00	
Deferred Comp - 14283	7/6/2022	\$100.00	
Deferred Comp - 14286	7/6/2022	\$250.00	
Deferred Comp - 14298	7/20/2022	\$75.00	
Deferred Comp - 14299	7/20/2022	\$150.00	
Deferred Comp - 14302	7/20/2022	\$250.00	
Deferred Comp - 14304	7/20/2022	\$100.00	
Deferred Comp - 14305	7/20/2022	\$250.00	
Deferred Comp - 14311	7/20/2022	\$106.36	
Deferred Comp Match - 14298	7/20/2022	\$75.00	
Deferred Comp Match - 14299	7/20/2022	\$150.00	
Deferred Comp Match - 14302	7/20/2022	\$250.00	

Deferred Comp Match - 14304	7/20/2022	\$100.00	
Deferred Comp Match - 14305	7/20/2022	\$250.00	
Deferred Comp Match - 14311	7/20/2022	\$53.18	
Reference Number: 37673	911 Supply Public	\$870.01	
INV-2-19941	7/13/2022	\$330.35	Patrol Uniforms Macombe
INV-2-20141	7/20/2022	\$539.66	Macomber Boot/cap/ flash
Reference Number: 37674	Carroll's Printing I	\$99.00	
16035	5/5/2022	\$99.00	Red Shut off Notices
Reference Number: 37675	City of Chehalis	\$28,086.00	
2022*July RWWTP	7/21/2022	\$14,043.00	
2022*June RWWTP	6/30/2022	\$14,043.00	2022*06 Monthly Sewer T
Reference Number: 37676	Goebel Septic Tan	\$260.00	
141145	7/15/2022	\$260.00	Special Handwash Station
Reference Number: 37677	Jackson Civil Engi	\$7,087.89	
0016-02-10	6/30/2022	\$222.50	Shoreline Update Project
0016-11-11	6/30/2022	\$297.50	Development Pass-Thru
0016-12-03	6/30/2022	\$602.00	Development Pass-Thru
0016-20-01	6/30/2022	\$3,655.00	Development Pass-Thru
0016-21-01	6/30/2022	\$1,938.39	Development Pass-Thru
0016-GEN-14	6/30/2022	\$372.50	Shoreline Update Project
Reference Number: 37678	LC Emergency Ma	\$2,030.00	
4960	7/7/2022	\$2,030.00	2022 - Q2 Contract EMS
Reference Number: 37679	LCISO-Corrections	\$6.90	
2022*June Medical prisoners	7/14/2022	\$6.90	2022*June Medical
Reference Number: 37680	Lewis County Flee	\$170.41	
38200	7/22/2022	\$170.41	License 69039D Dawes C
Reference Number: 37681	Lewis County She	\$419.41	
2022*July Evidence	7/8/2022	\$419.41	2022-June Evidence Har
Reference Number: 37682	NorPac Auto Main	\$30.18	
2543	7/21/2022	\$30.18	Mower Oil
Reference Number: 37683	Rodda Paint Co	\$1,519.58	
43099189	7/13/2022	\$1,519.58	6-5gal white/6-5 gal white
Reference Number: 37684	Transient Vendor	\$5,241.24	
2022*Retainage Bond return	7/21/2022	\$5,241.24	Refund Paving of 619 NW

Reference Number: 37685	US Bank Corp Pay	\$1,909.12	
014763	6/11/2022	\$18.00	The Wave Carwash
048942	6/25/2022	\$18.00	The Wave Carwash
061686	6/28/2022	\$28.51	Dollar General - Paper to
069132	7/3/2022	\$85.68	LOVES fuel Taylor
070929	6/29/2022	\$18.00	The Wave Carwash
078719	6/8/2022	\$58.41	Harbor Freight - Respiratc
07893	6/6/2022	\$149.32	Walmart - Cellular Phone
086630	6/18/2022	\$16.00	Soft Touch Car Wash
089392	6/12/2022	\$48.67	Michaels - frames
093912	6/30/2022	\$96.16	Rush Rd Chevron fuel Ta
111-2408875-9185024	6/2/2022	\$141.60	AMAZON -12 American F
111-6479842-4933865	6/8/2022	\$540.98	Amazon Chairs for Court
142936	6/13/2022	\$174.65	Intoximeters-Alco-sensor
2022*july Zoom	7/22/2022	\$16.15	June 27-July 26 2022 Co
2022*June EA	6/7/2022	\$60.00	Economic Alliance meetir
2022*June Wa Sec of State	6/28/2022	\$31.59	Secretary of State - Wash
26516	6/30/2022	\$97.64	TriTech Forensics - Blood
400041318	6/28/2022	\$115.12	Light Bulb Surplus - Acorr
571210	6/22/2022	\$173.09	Chehalis Outfitters Kinetic
AD00 7158 3856 8CUS*Adobe 2022 July	7/22/2022	\$21.55	Adobe July 2022

Reference Number: 37686	US Bank NA Cinci	\$26.00	
2022*June Inv Fees	7/18/2022	\$26.00	2022 - Bond Fee 6/1-6/30

Reference Number: 37687	Vander Stoep, Blair	\$1,100.00	
2022*June Court Services	7/15/2022	\$1,100.00	2022-June Court Services

Reference Number: 37688	Watersurplus / Sui	\$5,505.66	
INV0002178	7/15/2022	\$5,505.66	Washed gravel/Activated

July 21 Payroll	Payroll Vendor	\$25,590.14	
ACH Pay - 14291	7/20/2022	\$2,194.22	
ACH Pay - 14295	7/20/2022	\$1,535.82	
ACH Pay - 14296	7/20/2022	\$1,743.02	
ACH Pay - 14298	7/20/2022	\$2,426.48	
ACH Pay - 14299	7/20/2022	\$1,554.72	
ACH Pay - 14300	7/20/2022	\$2,000.86	
ACH Pay - 14302	7/20/2022	\$1,903.63	
ACH Pay - 14303	7/20/2022	\$1,643.71	
ACH Pay - 14304	7/20/2022	\$3,656.77	
ACH Pay - 14305	7/20/2022	\$1,926.91	
ACH Pay - 14306	7/20/2022	\$2,172.64	
ACH Pay - 14308	7/20/2022	\$1,539.53	
ACH Pay - 14311	7/20/2022	\$1,291.83	

Reference Number: EFT*20220707	USDA Rural Devel	\$11,355.00	
---------------------------------------	-------------------------	--------------------	--

2022 June USDA Water Loan

6/21/2022

\$11,355.00

Water Reservoir Loan 20:

Reference Number: EFT*20220708

Dept of Retirement

\$5,594.34

Emp Rtmt - 14291	7/20/2022	\$156.76
Emp Rtmt - 14295	7/20/2022	\$204.88
Emp Rtmt - 14296	7/20/2022	\$232.20
Emp Rtmt - 14298	7/20/2022	\$366.05
Emp Rtmt - 14299	7/20/2022	\$247.07
Emp Rtmt - 14300	7/20/2022	\$139.72
Emp Rtmt - 14302	7/20/2022	\$295.61
Emp Rtmt - 14303	7/20/2022	\$231.69
Emp Rtmt - 14304	7/20/2022	\$274.39
Emp Rtmt - 14305	7/20/2022	\$289.79
Emp Rtmt - 14306	7/20/2022	\$276.11
Emp Rtmt - 14308	7/20/2022	\$196.51
Emp Rtmt - 14311	7/20/2022	\$181.71
Taxable Retirement - 14291	7/20/2022	\$252.29
Taxable Retirement - 14295	7/20/2022	\$127.12
Taxable Retirement - 14296	7/20/2022	\$144.08
Taxable Retirement - 14298	7/20/2022	\$227.13
Taxable Retirement - 14299	7/20/2022	\$153.30
Taxable Retirement - 14300	7/20/2022	\$224.87
Taxable Retirement - 14302	7/20/2022	\$201.88
Taxable Retirement - 14303	7/20/2022	\$143.76
Taxable Retirement - 14304	7/20/2022	\$441.61
Taxable Retirement - 14305	7/20/2022	\$179.81
Taxable Retirement - 14306	7/20/2022	\$171.32
Taxable Retirement - 14308	7/20/2022	\$121.93
Taxable Retirement - 14311	7/20/2022	\$112.75

Reference Number: EFT*20220709

Dept of Treasury Li

\$5,456.12

Federal Income Tax - 14291	7/20/2022	\$460.52
Federal Income Tax - 14294	7/20/2022	\$0.00
Federal Income Tax - 14295	7/20/2022	\$227.68
Federal Income Tax - 14296	7/20/2022	\$292.00
Federal Income Tax - 14298	7/20/2022	\$550.32
Federal Income Tax - 14299	7/20/2022	\$137.31
Federal Income Tax - 14300	7/20/2022	\$395.58
Federal Income Tax - 14302	7/20/2022	\$367.42
Federal Income Tax - 14303	7/20/2022	\$123.62
Federal Income Tax - 14304	7/20/2022	\$935.39
Federal Income Tax - 14305	7/20/2022	\$329.64
Federal Income Tax - 14306	7/20/2022	\$246.89
Federal Income Tax - 14308	7/20/2022	\$181.74
Federal Income Tax - 14311	7/20/2022	\$172.01
Medicare - 14291 (1)	7/20/2022	\$43.96
Medicare - 14291 (2)	7/20/2022	\$43.96

Medicare - 14295 (1)	7/20/2022	\$28.98
Medicare - 14295 (2)	7/20/2022	\$28.98
Medicare - 14296 (1)	7/20/2022	\$32.85
Medicare - 14296 (2)	7/20/2022	\$32.85
Medicare - 14298 (1)	7/20/2022	\$51.78
Medicare - 14298 (2)	7/20/2022	\$51.78
Medicare - 14299 (1)	7/20/2022	\$34.95
Medicare - 14299 (2)	7/20/2022	\$34.95
Medicare - 14300 (1)	7/20/2022	\$39.68
Medicare - 14300 (2)	7/20/2022	\$39.68
Medicare - 14302 (1)	7/20/2022	\$41.82
Medicare - 14302 (2)	7/20/2022	\$41.82
Medicare - 14303 (1)	7/20/2022	\$32.78
Medicare - 14303 (2)	7/20/2022	\$32.78
Medicare - 14304 (1)	7/20/2022	\$77.64
Medicare - 14304 (2)	7/20/2022	\$77.64
Medicare - 14305 (1)	7/20/2022	\$40.99
Medicare - 14305 (2)	7/20/2022	\$40.99
Medicare - 14306 (1)	7/20/2022	\$39.06
Medicare - 14306 (2)	7/20/2022	\$39.06
Medicare - 14308 (1)	7/20/2022	\$27.80
Medicare - 14308 (2)	7/20/2022	\$27.80
Medicare - 14311 (1)	7/20/2022	\$25.71
Medicare - 14311 (2)	7/20/2022	\$25.71

Reference Number: EFT*20220710 AFLAC Remittance \$543.20

Aflac - 14283	7/6/2022	\$32.36
Aflac - 14286	7/6/2022	\$27.17
Aflac - 14304	7/20/2022	\$32.37
Aflac - 14305	7/20/2022	\$27.17
Aflac Disability - 14267	7/6/2022	\$95.68
Aflac Disability - 14271	7/6/2022	\$68.54
Aflac Disability - 14286	7/6/2022	\$47.84
Aflac Disability - 14298	7/20/2022	\$95.68
Aflac Disability - 14302	7/20/2022	\$68.55
Aflac Disability - 14305	7/20/2022	\$47.84

Reference Number: EFT*20220711 Vimly Benefit Solu \$13,715.76

Medical Dental - 14264	7/6/2022	\$21.89
Medical Dental - 14267	7/6/2022	\$52.78
Medical Dental - 14268	7/6/2022	\$310.91
Medical Dental - 14271	7/6/2022	\$21.89
Medical Dental - 14272	7/6/2022	\$260.04
Medical Dental - 14295	7/20/2022	\$21.89
Medical Dental - 14298	7/20/2022	\$52.78
Medical Dental - 14299	7/20/2022	\$310.91
Medical Dental - 14302	7/20/2022	\$21.89

Medical Dental - 14303	7/20/2022	\$260.04
Medical/Dental - 14291	7/20/2022	\$892.28
Medical/Dental - 14294	7/20/2022	\$742.50
Medical/Dental - 14295	7/20/2022	\$900.00
Medical/Dental - 14296	7/20/2022	\$892.28
Medical/Dental - 14298	7/20/2022	\$900.00
Medical/Dental - 14299	7/20/2022	\$900.00
Medical/Dental - 14300	7/20/2022	\$892.28
Medical/Dental - 14302	7/20/2022	\$900.00
Medical/Dental - 14303	7/20/2022	\$900.00
Medical/Dental - 14304	7/20/2022	\$892.28
Medical/Dental - 14305	7/20/2022	\$892.28
Medical/Dental - 14306	7/20/2022	\$892.28
Medical/Dental - 14308	7/20/2022	\$892.28
Medical/Dental - 14311	7/20/2022	\$892.28

Reference Number: EFT*20220712	Washington Team	\$222.30
Vision Insurance - 14264	7/6/2022	\$8.55
Vision Insurance - 14267	7/6/2022	\$8.55
Vision Insurance - 14268	7/6/2022	\$8.55
Vision Insurance - 14270	7/6/2022	\$9.38
Vision Insurance - 14271	7/6/2022	\$8.55
Vision Insurance - 14272	7/6/2022	\$8.55
Vision Insurance - 14273	7/6/2022	\$4.69
Vision Insurance - 14283	7/6/2022	\$4.69
Vision Insurance - 14284	7/6/2022	\$4.69
Vision Insurance - 14285	7/6/2022	\$4.69
Vision Insurance - 14286	7/6/2022	\$4.69
Vision Insurance - 14287	7/6/2022	\$4.69
Vision Insurance - 14288	7/6/2022	\$4.69
Vision Insurance - 14291 (1)	7/20/2022	\$4.69
Vision Insurance - 14291 (2)	7/20/2022	\$7.72
Vision Insurance - 14295	7/20/2022	\$8.55
Vision Insurance - 14296 (1)	7/20/2022	\$4.69
Vision Insurance - 14296 (2)	7/20/2022	\$7.72
Vision Insurance - 14298	7/20/2022	\$8.55
Vision Insurance - 14299	7/20/2022	\$8.55
Vision Insurance - 14300 (1)	7/20/2022	\$4.69
Vision Insurance - 14300 (2)	7/20/2022	\$7.72
Vision Insurance - 14302	7/20/2022	\$8.55
Vision Insurance - 14303	7/20/2022	\$8.55
Vision Insurance - 14304 (1)	7/20/2022	\$4.69
Vision Insurance - 14304 (2)	7/20/2022	\$7.72
Vision Insurance - 14305 (1)	7/20/2022	\$4.69
Vision Insurance - 14305 (2)	7/20/2022	\$7.72
Vision Insurance - 14306 (1)	7/20/2022	\$4.69
Vision Insurance - 14306 (2)	7/20/2022	\$7.72

Vision Insurance - 14308 (1)	7/20/2022	\$4.69
Vision Insurance - 14308 (2)	7/20/2022	\$7.72
Vision Insurance - 14311 (1)	7/20/2022	\$8.55
Vision Insurance - 14311 (2)	7/20/2022	\$7.72
Vision Insurance - 14311 (3)	7/20/2022	(\$8.55)

Reference Number: EFT*20220713 **Dept of Licensing** **\$18.00**
 NV0000053 Geihl 7/14/2022 \$18.00 Geihl Concealed Permit

Reference Number: EFT*20220714 **Dept of Licensing** **\$18.00**
 NV0000054 Larsen 7/21/2022 \$18.00 Larsen Concealed Permit

Reference Number: EFT*20220715 **Dept of Revenue** **\$7,427.06**
 2022*June DOR 7/22/2022 \$7,427.06 2022*June Excise Tax

July 26, 2022 Grand Total \$129,208.11

Voided Checks: 37602 -79.77

TOTAL \$129,128.34

The following voucher/warrants/electronic payments are approved for payment:

Accounts Payable	44	17	55,884.40	37670,37673-37688
Payroll Vendors	2	2	3,382.79	3671-3672
Electronic Payments	9	4	18,818.06	EFT*20220707,0713-0715
Electronic Payroll	5	5	25,532.72	EFT*20220708-12
ACH Direct Deposit	13	14	25,590.14	07/21/2022 Direct Deposit

Total Vouchers 73 42 129,208.11

VOID Check 37602 (79.77)
 129,128.34

MAYOR: _____
 TREASURER: _____
 COUNCILOR #1: _____
 COUNCILOR #2: _____
 COUNCILOR #3: _____
 COUNCILOR #4: _____
 COUNCILOR #5: _____

Police Department - John Brockmueller _____
 Public Works/Community Development - Bryan Morris _____
 Court- Katie Clark _____
 City Clerk - Rachele Denham: _____

DATED THIS 26th DAY OF July, 2022

gh Fees Rognlins Rush Rd Subdivision

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOLEDO AND THE CITY OF NAPAVINE
RELATING TO THE PROVISION OF LAW ENFORCEMENT SERVICES

THIS AGREEMENT for law enforcement services is made this ____ day of _____, 2022 by and between the City of Toledo, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as “Toledo” and the City of Napavine, a municipal corporation of the State of Washington, which may hereinafter be referred to as “Napavine”.

WHEREAS, the cities of Napavine and Toledo are located in close, geographical proximity and have, for a number of years, cooperated in having had their respective police agencies provide service, each to the other; and

WHEREAS, Napavine maintains a police department and,

WHEREAS, Napavine is capable of extending, and desires to extend law enforcement services to Toledo, and

WHEREAS, Toledo desires to contract with Napavine for the purpose of Napavine providing law enforcement services to Toledo; and

WHEREAS, the Mayor and City Council of both Napavine and Toledo have determined after thorough consideration that it is in the best interest of Napavine And Toledo respectively, to enter into an agreement for law enforcement services; and

WHEREAS, such an agreement for law enforcement services provided to each municipality at substantially the same or reduced cost to the public; and

WHEREAS, Napavine and Toledo understand acknowledge and agree that each are empowered to enter this Agreement under the Interlocal Cooperation Act of the State of Washington, as codified in Chapter 39.34 RCW; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, and the promises, covenants, performances, and conditions hereinafter set forth, the parties agree as follows:

1. GENERAL PURPOSE. Napavine will provide within Toledo city limits the following law enforcement services, rendering such services in the same manner, and with equipment, provided by Toledo and Napavine unless otherwise set forth herein:

1.1 PATROL SERVICES. Napavine will provide Police Patrol Services as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. Patrol services shall include reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions. Napavine will provide patrol

services during their scheduled work shifts, provided that officers are not directed to duties such as an emergency which may prevent their time to patrol.

1.2 INVESTIGATIVE SERVICES. Napavine will provide investigative services to the extent they are trained to perform such investigative services. Such investigative services may include investigating crimes such as burglary or auto theft, homicide, drug offenses, special assaults, fraud, missing persons, vice, child abuse and major collisions.

1.3 SPECIAL LAW ENFORCEMENT SERVICES. Napavine shall provide Special Law Enforcement Services that may include, but are not limited to, K-9 patrol, motorcycle and volunteer crime prevention.

1.4 REQUESTED LAW ENFORCEMENT SERVICES. At the specific written request of the Mayor of Toledo, Napavine may provide Requested Law Enforcement Services. Such Services included but are not limited to, law enforcement service in connection with community events (not to include the *Cheese Day* Celebration), hazards, or public work projects. Such written request shall be directed to the Napavine Chief of Police. Such Services shall be provided for at an hourly rate of \$75.00 per hour per officer.

1.5 SUPPORT SERVICES. Napavine will provide Support Services including but not limited to, forwarding reports to the prosecutor, appearance at hearings or trials, transportation of persons arrested to jail, service of civil documents (per Napavine fee schedule and payment to *Napavine*),

1.6 EVIDENCE. Napavine will process and maintain evidence and property collected as a result of investigations occurring within Toledo in the same manner used for Napavine investigations occurring in Napavine. *All Toledo related evidence and property collected prior to commencement of this agreement will be the responsibility of Toledo.*

2. MUNICIPAL AUTHORITY. Napavine and Toledo, by the approval of their respective city councils and mayors confer upon the Napavine police department full authority for enforcement of state law and ordinance adopted and in force within each respective city's jurisdiction.

3. WORK LOCATION, OFFICE. Toledo shall provide a working space within the City of Toledo to be utilized as needed by law enforcement officers. Toledo shall ensure such working office space is properly equipped.

5. NUMBER OF OFFICERS. The parties agree Napavine shall have sole authority over the number and usage of commissioned peace officers and reserve officers on staff.

6. COMMUNICATION.

6.1 The parties agree that Napavine shall be responsible for respective contracts with Lewis County regarding communication services. Toledo shall be responsible for jail, *electronic home monitoring*, and court services. Toledo shall also provide prosecutorial services.

6.2 Toledo shall retain all revenue derived from infractions and criminal citations issued for violations occurring within the jurisdictional city limits of Toledo and that are prosecuted in Lewis County District Court.

7. REPORTING.

7.1 REPORTING DISTRICTS. Napavine will maintain report districts that are coterminous with the jurisdictional limits of each city to enable accurate data collection on criminal and traffic activity and on dispatched calls for service in each city.

7.2 NOTIFICATION TO THE MAYOR. The Toledo Mayor, to the extent reasonably known, will provide the Chief of Police with a list of events that are considered “significant criminal occurrences.” The Chief of Police will promptly notify the Mayor in the event of a significant criminal occurrence within Toledo.

7.3 ACTIVITY REPORTS. At the first regularly scheduled Toledo council meeting of each month, a representative of the Napavine Police Department shall submit a written report which shall include the type of law enforcement call/activity and the number of such calls/activities occurring within Toledo. At any time, Toledo may request further information of Napavine concerning law enforcement activity within Toledo, and to the extent reasonably and lawfully available, Napavine will provide the same.

7.4 MEDIA RELEASES. The Chief of Police, or his/her designee, will prepare media releases as necessary concerning law enforcement activities conducted by officers working in Toledo under this agreement. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the Mayor or the Mayor’s designee before its release. All other routine media releases concerning law enforcement activities in Toledo will be provided to Toledo. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

8. PERSONNEL AND EQUIPMENT.

8.1 INDEPENDENT CONTRACTOR. Napavine is acting hereunder as an independent contractor so that:

8.1.1 SERVICE PROVIDED BY NAPAVINE EMPLOYEES. All Napavine employees rendering services hereunder shall be considered employees of Napavine for all purposes.

8.1.2 CONTROL OF PERSONNEL. Napavine shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

8.1.3 CHIEF OF POLICE WORK SCHEDULE. Napavine shall establish the work schedule and enforcement issues and priorities of the Chief of Police appointed by Napavine.

8.1.4 OPERATIONAL CONTROL BY POLICE CHIEF. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, etc. shall be the responsibility of the Police Chief. Notwithstanding terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the Napavine Police Standards and Operation Manual, as amended from time to time

8.1.5 LIABILITIES FOR SALARIES. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness or other personnel related matters shall be that of Napavine, and subject to the applicable Napavine collective bargaining agreement and/or Personnel Manual.

9. PROPERTY OWNERSHIP AND CONTRIBUTION.

9.1 An itemized inventory of all police department equipment owned by each city shall be maintained by the Napavine police department to include complete descriptions, serial numbers, and date of acquisition and purchase price for each item. For purposes of the Agreement, "equipment" shall mean any item of property acquired by the department having a value in excess of \$50.00

9.2 Napavine shall maintain records of all equipment including capital improvements purchased during the term of this Agreement, to include the date of acquisition of any such equipment or assets, description, serial numbers, and purchase price respectively. At the request of Toledo from time to time, Napavine shall provide a copy of such records to Toledo.

9.3 If equipment is purchased to replace existing equipment, a record shall be kept as to which equipment is replaced by the purchased equipment.

9.4 When equipment belonging to Toledo is no longer valuable to the Napavine, or is replaced, such equipment, shall be returned to Toledo.

9.5 Upon this agreement ceasing to be in force, all original equipment owned by the respective cities will be retained (or returned) by the respective city.

9.6 All equipment purchased during the term of this agreement shall be retained by the City of Napavine. If agreeable by both parties, Toledo may purchase any equipment from Napavine at the time of termination of this Agreement.

9.7 Notwithstanding, each city may surplus property no longer used for law enforcement purposes at or before execution of this contract.

10. VEHICLES.

10.1 A list of all police vehicles owned by Toledo at the inception of the original contract shall be kept by Napavine.

10.2 If at any time during the first forty-eight (48) months of this Agreement, a Toledo vehicle is no longer of use to Napavine, the vehicle will be returned to Toledo. After this Agreement has been in effect for more than forty-eight (48) months, any Toledo vehicle that is no longer of use to Napavine shall be surplus by Napavine, and the funds derived from such surplus vehicle, if any, will be distributed to Napavine's fund.

10.4 Any vehicle purchased during the term of this Agreement shall be retained by Napavine.

11. COMPENSATION.

11.1 CONTRACT AMOUNT. In consideration for the base level services provided by Napavine as set forth herein, Toledo promises to pay Napavine a sum, monthly, equal to one-twelfth (1/12) of the amount determined to be the annual grand total according to Addendum 1; provided, Addendum 1 and the costs set forth therein may be adjusted from time to time prior to and during the term of this Agreement in accordance with the outcome of any binding interest arbitration proceedings should those proceedings, in the event salary and benefit costs increase or decrease more than five percent (5%), in the event fuel costs necessitate an adjustment, or in the event communication contract fees and/or services increase. The parties agree to meet no later than September 30th every year of this Agreement to determine the proper and anticipated adjustment of Addendum 1 and the costs set forth therein for the following calendar year.

11.2 BILLING. Toledo will be billed in equal monthly amounts for services. Payments are due by the tenth (10th) of each month prior to services rendered. Payments shall be made to:

City of Napavine
PO Box 810
Napavine, WA 98565

12.0 COURT.

12.1 Toledo shall continue to utilize Lewis County District Court for court services. However, the parties hereto agree to negotiate in good faith regarding the topic of combining court services and/or utilizing Napavine Municipal Court for court services. Toledo shall remain solely responsible for any expenses associated with Toledo court services provided by Lewis County District Court.

13. DURATION.

The Initial Term of this Agreement shall be for a term of five (5) years five (5) months, commencing *August 1, 2022* at 12:01 a.m., and ending December 31, 2027 at midnight. Toledo shall have the Option to Extend the term of this Agreement for two (2) additional consecutive five (5) year terms. In order to extend this Agreement for each additional term, Toledo is not obligated to take any action. Each additional term shall become effective immediately upon the expiration of the preceding term unless Toledo provides written notice to Napavine of Toledo's intent to terminate this Agreement. Such written notice to terminate shall be provided at least ninety (90) days prior to the expiration of the current term. Provided, this Agreement shall automatically terminate without notice in any of the following events:

13.1 Upon the disincorporation of either City.

13.2 Upon either City's failure to cure a default or material breach after thirty (30) days written notice.

13.2.1 If Toledo materially breaches this Agreement by failing to pay amounts due after receipt of a thirty (30) day written notice to cure, Napavine may terminate this Agreement.

13.2.2 If Napavine materially breaches this Agreement and fails to cure any material breach after receipt of a thirty (30) day written notice to cure, Toledo may terminate this Agreement.

14. TERMINATION/EXPIRATION PROCESS.

Upon expiration or termination of this Agreement, the parties agree to the following process:

14.1 WRITTEN NOTICE REQUIRED. The party desiring to initiate this process shall provide written notice to the other party:

City of Toledo
PO Box 236
Toledo, WA 98591

City of Napavine
PO Box 810
Napavine, WA 98565

14.2 TRANSITION PLAN. Upon receipt of such notice, the parties agree to commence work on, and to complete within 120 days, if feasible, an orderly transition of responsibilities from Napavine to Toledo. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing and implementing the transition plan.

15. INDEMNIFICATION.

15.1 NAPAVINE RESPONSIBILITY. Napavine shall protect, save harmless, indemnify and defend Toledo, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Napavine employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of Napavine in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of Toledo, its elected or appointed officials, officers, employees or agents.

15.2 TOLEDO RESPONSIBILITY. Toledo shall protect, save harmless, indemnify and defend Napavine, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Toledo employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of Toledo in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of Napavine, its elected or appointed officials, officers, employees or agents.

15.3 CITY ORDINANCES. In executing this Agreement Napavine does not assume liability or responsibility for, or in any way release, Toledo from any liability or responsibility that arises in whole or in part from law enforcement enforcing Toledo ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such Toledo ordinance, rule or regulation is at issue, Toledo shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against Toledo, Napavine, or both, on that issue, Toledo shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of Toledo ordinances, rules or regulations. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in this Agreement.

16. AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by Toledo or Napavine during the term of this Agreement and for a period of three years after this Agreement ceases to be in force.

17. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the Lewis County Auditor as required by RCW 39.34.040.

18. LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

19. VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Lewis County, Chehalis, Washington.

20. WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by Napavine, which shall be attached to the original Agreement and filed with the County Auditor.

21. DISPUTE RESOLUTION.

21.1 In the event differences between Napavine and Toledo should arise over the terms and conditions of the Agreement, the Mayors, or their respective designee, shall attempt to resolve any problems on an informal basis.

21.2 If the problem cannot be resolved informally, the matter shall be referred to a mutually agreeable mediator and each party shall equally share the mediator's fee.

21.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs, including those costs incurred in anticipation of litigation and fees and costs incurred in appeal of any final determination. If either party chooses to seek injunctive relief to enforce the provisions of this Agreement, the parties waive any requirements of bond as set forth in Washington statutes. Venue shall be in Lewis County, Washington.

22. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

23. SEVERABILITY CLAUSE. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

APPROVED by the Napavine City Council on the _____ day of _____ 20__.

Approved as to form:

Attorney -

Mayor Shawn O'Neill

Attest:

City Clerk,

APPROVED by the Toledo City Council on the _____ day of _____ 20__.

Approved as to form:

Attorney -

Mayor Steve Dobosh

Attest:

City Clerk,

Addendum 1)

The fee for Contracted Police Services for the year 2022 shall be.

\$87,500.00 for five (5) months or monthly payments of \$17,500, with the first payment due July 30th, 2022

The fee for Contracted Police Services for the year 2023 shall be determined as the City of Napavine works through their 2023 Budget process to include union negotiations.

ARPA – America Rescue Plan Act

Council Crouse, Police Chief Brockmueller, Police Administrative Assistant Godbey, Court Administrator Geihl, Treasurer Whitten, Public Works Supt Morris all met to discuss the ARPA funds the City of Napavine received.

Each had a list of priorities for their respective departments. City Clerk Denham was unable to attend but did have a list of priorities. All agreed that these were legitimate requests for funding.

Court Priorities-

- Courtroom Audio Video System Upgrade. Estimated Cost \$43,445
Katie received a grant from Washington Courts and may only need a small portion of ARPA funds. \$4,344
 - Three – 10” tablets \$800
 - Courtroom Laptop \$2,500
 - Court Office Desktops- two \$7,000
 - Laserfiche Software \$25,000-\$30,000
 - Redesign of Lobby \$10,00-\$15,000
- Total Court \$49,644-\$59,644

City Clerk/Treasurer Priorities-

- Tablets for Council, Mayor, Department Heads -10
\$3,000-5,000
 - Laptop-Clerk \$ 2,500
 - Laptop – Mayor \$ 2,500
 - Laptop – Treasurer \$ 2,500
 - Carpet – court, Comm Dev, Clerk half of building
\$25,000
 - Telephone System \$ 5,000
 - Kitchen Remodel \$ 2,210
- Total Clerk \$42,710-\$44,710

Police Priorities-

- Police Vehicle \$55,000
 - Dash Mounted Radars -4 \$ 9,548
 - Dell Rugged Laptops w/docks-6 \$30,000
 - A/R 15 Rifles- 4 \$10,000
 - Ballistic Helmets-4 \$ 1,200
 - Body Cameras w/software-4 \$17,400
 - Infrared Drone \$14,000
 - Standard Drone \$ 6,000
 - Redesign of Lobby \$15,000
- Total Police \$158,148

Public Works-

- Printer for Scanning large maps \$10,000

Total for all Projects \$260,502.00-\$272,502.00
Total spent to date \$1,466.00
Total Funding Received \$559,122.00



Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Date Action Taken	
Attest:	

**City of Napavine
Action Memorandum No. 22-07**

AM 22-07: Notice of Liquor License Renewal

Originator: Rachelle Denham, City Clerk

Prepared Date: July 18, 2022

Agenda Date: July 26, 2022

Route to:	Department Head	Signature	Date
X No Objections	Chief of Police		
X No Objections	City Clerk		

Review by Mayor Shawn O'Neill: _____

Attachment(s): Washington State Liquor and Cannabis Board Liquor License Renewal Application.

- 1) Dollar General Store #20770, 417 Birch Ave SW. expires October 31, 2022.

Fiscal Impact: yes no

Summary statement: On July 18, 2022, a letter from the Washington State Liquor and Cannabis Board a list of liquor license renewal applications in City of Napavine Jurisdiction.

Pursuant to RCW 66.24.010(8) allows the City to object to license renewal request.

To object to the liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis board (WA-LCB) Licensing Division

Objection letter must be received by the Boards Licensing Division at least 30 days prior to the license expiration date. If you need additional time, you must request that in writing.

Staff Recommendation:

- Approve Dollar General liquor licenses renewal.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPA VINE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20221031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DG STRATEGIC VII, LLC	DOLLAR GENERAL STORE #20770 417 BIRCH AVE SW NAPA VINE WA 98565 0000	430301	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE

RECEIVED
JUL 18 2022

BY:

OATH OF OFFICE

CITY OF NAPA VINE

STATE OF WASHINGTON, City of Napavine, Lewis County

I, Amy Morris, do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and all valid Napavine ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of Planning Commission Position 4 according to law, and to the best of my ability. So help me God.

Subscribed and sworn before me this 26th day of July 2022

Shawn O'Neill, Mayor

ORDINANCE No. 632

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,
CREATING A CIVIL SERVICE COMMISSION FOR THE CITY OF
NAPAVINE, PROVIDING FOR APPOINTMENT OF MEMBERS, AND
PRESCRIBING POWERS AND DUTIES.**

WHEREAS, the city of Napavine, Washington, has sufficient police officers to be required to establish a Civil Service Commission; now, therefore,

**THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON,
DO ORDAIN AS FOLLOWS:**

Section 1. Pursuant to the authority conferred by Chapter 41.12 of the Revised Code of Washington, there is hereby created a Civil Service Commission to execute the powers and perform the duties established by such state law in connection with the selection, appointment, and employment of the police for the city of Napavine.

Section 2. Such commission shall be composed of three (3) members to be appointed by the Mayor, Council or otherwise, acting singly or in conjunction, which are vested by law with the power and authority to select, appoint, or employ members. Members shall serve without compensation.

Section 3. All applicants for employment with the police force of the City of Napavine shall be required to have the qualifications, be subject to examinations, have a tenure of office, and be subject to removal, as provided by the Civil Service Rules and Regulations adopted by such Commission.

Section 4. Such Commission, upon appointment, qualifications, and organization, shall hold meetings, adopt rules and regulations, perform the duties, and exercise the powers of such Commission in compliance with the state laws governing the same.

Section 5. All members of the present police force of the City of Napavine shall be eligible for benefits accruing under Chapter 41.12 of the Revised Code of Washington and this Ordinance by compliance with the rules and regulations of the Commission, and upon successfully qualifying for permanent appointment and promotion on merit, efficiency, and fitness, which shall be ascertained by such qualifying examination and impartial investigation as the Civil Service Commission may provide.

Section 6. The Commission shall have the right to adopt rules and regulations to control the Commission’s selection, appointment, and employment of police and all other aspects of the police Civil Service for the City of Napavine.

Section 7. The provisions of this Ordinance are declared to be severable, and if any part or section of this Ordinance shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining parts of sections of this Ordinance.

Section 8. This Ordinance shall take effect five (5) days after passage and publication as provided by law.

PASSED by the City Council of the city of Napavine, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 26th day of July, 2022.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

James M.B. Buzzard, WSBA # 33555
City Attorney

Approved Reading: _____ /2022
Publication Date: _____ /2022
Effective Date: _____ /2022

RCW 41.12.010 Application of chapter. The provisions of this chapter shall have no application to cities and towns which at the present time have provided for civil service in the police department or which shall subsequently provide for civil service in the police department by local charter or other regulations which said local charter or regulations substantially accomplish the purpose of this chapter, nor to cities having a police force of not more than two persons including the chief of police. [1937 c 13 § 1; RRS § 9558a-1.]

RCW 41.12.020 Excluded cities—Repeal of local law—Effect. If any of the cities or towns referred to in RCW 41.12.010 shall at any time repeal the charter provisions or other local acts of said cities or towns providing for civil service for police officers as referred to in RCW 41.12.010, in that event this chapter shall apply to all of such cities and towns which have at any time abolished civil service for members of the police department. [2007 c 218 § 10; 1937 c 13 § 2; RRS § 9558a-2.]

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

**RCW 41.12.030 Civil service commission—Appointment—Terms—
Removal—Quorum.** There is hereby created in every city, town or municipality except those referred to in RCW 41.12.010, having fully paid police officers a civil service commission which shall be composed of three persons.

The members of such commission shall be appointed by the person or group of persons who, acting singly or in conjunction, as a mayor, city manager, council, common council, commission, or otherwise, is or are vested by law with the power and authority to select, appoint, or employ the chief of a police department in any such city, prior to the enactment of this chapter. The members of such commission shall serve without compensation. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least three years immediately preceding such appointment, and an elector of the county wherein he or she resides. The term of office of such commissioners shall be for six years, except that the first three members of such commission shall be appointed for different terms, as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years. Any member of such commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause: PROVIDED, HOWEVER, That no member of the commission shall be removed until charges have been preferred, in writing, due notice and a full hearing had. The members of such commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them by this chapter. Two members of such commission shall constitute a quorum and the votes of any two members of such commission concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the commission under or by virtue of the provisions of this chapter. Confirmation of said appointment or appointments of commissioners by any legislative body shall not be required. At the time of any appointment not more than two commissioners shall be adherents of the same political party. [2007 c 218 § 11; 1937 c 13 § 3; RRS § 9558a-3.]

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

RCW 41.12.040 Organization of commission—Secretary—Powers and duties of commission. Immediately after appointment the commission shall organize by electing one of its members chair and hold regular meetings at least once a month, and such additional meetings as may be required for the proper discharge of their duties.

They shall appoint a secretary and chief examiner, who shall keep the records for the commission, preserve all reports made to it, superintend and keep a record of all examinations held under its direction, and perform such other duties as the commission may prescribe.

The secretary and chief examiner shall be appointed as a result of competitive examination which examination may be either original and open to all properly qualified citizens of the city, town, or municipality, or promotional and limited to persons already in the service of the police department or of the police department and other departments of the city, town, or municipality, as the commission may decide. The secretary and chief examiner may be subject to suspension, reduction, or discharge in the same manner and subject to the same limitations as are provided in the case of members of the police department. It shall be the duty of the civil service commission:

(1) To make suitable rules and regulations not inconsistent with the provisions of this chapter. Such rules and regulations shall provide in detail the manner in which examinations may be held, and appointments, promotions, transfers, reinstatements, demotions, suspensions, and discharges shall be made, and may also provide for any other matters connected with the general subject of personnel administration, and which may be considered desirable to further carry out the general purposes of this chapter, or which may be found to be in the interest of good personnel administration. Such rules and regulations may be changed from time to time. The rules and regulations and any amendments thereof shall be printed, mimeographed, or multigraphed for free public distribution. Such rules and regulations may be changed from time to time;

(2) All tests shall be practical, and shall consist only of subjects which will fairly determine the capacity of persons examined to perform duties of the position to which appointment is to be made, and may include tests of physical fitness and/or of manual skill;

(3) The rules and regulations adopted by the commission shall provide for a credit in accordance with RCW 41.04.010 in favor of all applicants for appointment under civil service, who, in time of war, or in any expedition of the armed forces of the United States, have served in and been honorably discharged from the armed forces of the United States, including the army, navy, and marine corps and the American Red Cross. These credits apply to entrance examinations only;

(4) The commission shall make investigations concerning and report upon all matters touching the enforcement and effect of the provisions of this chapter, and the rules and regulations prescribed hereunder; inspect all institutions, departments, offices, places, positions, and employments affected by this chapter, and ascertain whether this chapter and all such rules and regulations are being obeyed. Such investigations may be made by the commission or by any commissioner designated by the commission for that purpose. Not only must these investigations be made by the commission, but the commission must make like investigation on petition of a citizen, duly verified, stating that irregularities or abuses exist, or setting forth in concise language, in writing, the necessity for such

investigation. In the course of such investigation the commission or designated commissioner, or chief examiner, shall have the power to administer oaths, subpoena and require the attendance of witnesses and the production by them of books, papers, documents, and accounts appertaining to the investigation, and also to cause the deposition of witnesses residing within or without the state to be taken in the manner prescribed by law for like depositions in civil actions in the superior court; and the oaths administered hereunder and the subpoenas issued hereunder shall have the same force and effect as the oaths administered by a superior court judge in his or her judicial capacity; and the failure upon the part of any person so subpoenaed to comply with the provisions of this section shall be deemed a violation of this chapter, and punishable as such;

(5) Hearings and Investigations: How conducted. All hearings and investigations before the commission, or designated commissioner, or chief examiner, shall be governed by this chapter and by rules of practice and procedure to be adopted by the commission, and in the conduct thereof neither the commission, nor designated commissioner shall be bound by the technical rules of evidence. No informality in any proceedings or hearing, or in the manner of taking testimony before the commission or designated commissioner, shall invalidate any order, decision, rule or regulation made, approved or confirmed by the commission: PROVIDED, HOWEVER, That no order, decision, rule or regulation made by any designated commissioner conducting any hearing or investigation alone shall be of any force or effect whatsoever unless and until concurred in by at least one of the other two members;

(6) To hear and determine appeals or complaints respecting the administrative work of the personnel department; appeals upon the allocation of positions; the rejection of an examination, and such other matters as may be referred to the commission;

(7) Establish and maintain in card or other suitable form a roster of officers and employees;

(8) Provide for, formulate and hold competitive tests to determine the relative qualifications of persons who seek employment in any class or position and as a result thereof establish eligible lists for the various classes of positions, and to provide that persons laid off because of curtailment of expenditures, reduction in force, and for like causes, head the list in the order of their seniority, to the end that they shall be the first to be reemployed;

(9) When a vacant position is to be filled, to certify to the appointing authority, on written request, the name of the person highest on the eligible list for the class. If there are no such lists, to authorize provisional or temporary appointment list of such class. Such temporary or provisional appointment shall not continue for a period longer than four months; nor shall any person receive more than one provisional appointment or serve more than four months as provisional appointee in any one fiscal year;

(10) Keep such records as may be necessary for the proper administration of this chapter. [1993 c 47 § 5; 1937 c 13 § 5; RRS § 9558a-5.]

Preferred rights in employment, examinations, appointments, etc., limited to actual members of armed forces: RCW 73.04.090.

Veterans' scoring criteria status in examinations: RCW 41.04.010.

**RCW 41.12.050 Persons included—Restricted exemptions—
Competitive examinations—Transfers, discharges, and reinstatements.**

(1) For police departments with fewer than six commissioned officers, including the police chief, the classified civil service and provisions of this chapter includes all full paid employees of the department of the city, town, or municipality.

(2) For police departments with six or more commissioned officers, including the police chief, the legislative body of a city, town, or municipality may exempt from civil service individuals appointed as police chief after July 1, 1987.

(a) If the police chief is not exempt, the classified civil service includes all full paid employees of the department of the city, town, or municipality, including the police chief.

(b) If the police chief is exempt, the classified civil service includes all full paid employees of the department of the city, town, or municipality, except the police chief and an additional number of positions, designated the unclassified service, determined as follows:

Department Personnel	Unclassified Position Appointments
6 through 10	2
11 through 20	3
21 through 50	4
51 through 100	5
101 through 250	6
251 through 500	8
501 and over	10

(3) The unclassified position appointments authorized by subsection (2)(b) of this section may only include selections from the following positions up to the limit of the number of positions authorized: Assistant chief, deputy chief, bureau commander, and administrative assistant or administrative secretary. The initial selection of specific positions to be in the unclassified service and exempt from civil service shall be made by the police chief, who shall notify the civil service commission of his or her selection. Subsequent changes in the designation of which positions are in the unclassified service may be made only with the concurrence of the police chief, the mayor or the city administrator, and the civil service commission, and then only after the civil service commission has heard the issue in an open meeting. If a position initially selected by the police chief to be in the unclassified service is in the classified civil service at the time of the selection, and if the position is occupied, the employee occupying the position has the right to return to the next highest position or a like position in the classified civil service.

(4) All appointments to and promotions in the department shall be made solely on merit, efficiency, and fitness except as provided in RCW 35.13.360 through 35.13.400, which shall be ascertained by open competitive examination and impartial investigation. No person in the unclassified service shall be reinstated in or transferred, suspended, or discharged from any such place, position, or employment contrary to the provisions of this chapter. [2002 c 143 § 1; 1993 c 189 § 1; 1987 c 339 § 2; 1937 c 13 § 4; RRS § 9558a-4.]

Severability—Effective date—1987 c 339: See notes following RCW 35.21.333.

Chief of police or marshal—Eligibility requirements: RCW 35.21.333.

RCW 41.12.070 Qualifications of applicants—Law enforcement agencies. An applicant for a position of any kind under civil service under the provisions of this chapter, must be a citizen of the United States of America or a lawful permanent resident who can read and write the English language.

An applicant for a position of any kind under civil service must be of an age suitable for the position applied for, in ordinary good health, of good moral character and of temperate and industrious habits; these facts to be ascertained in such manner as the commission may deem advisable.

An application for a position with a law enforcement agency may be rejected if the law enforcement agency deems that it does not have the resources to conduct the background investigation required pursuant to chapter 43.101 RCW. Resources means materials, funding, and staff time. Nothing in this section impairs an applicant's rights under state antidiscrimination laws. [2018 c 32 § 2; 1972 ex.s. c 37 § 3; 1963 c 95 § 2; 1937 c 13 § 7; RRS § 9558a-7.]

Purpose—1972 ex.s. c 37: See note following RCW 41.08.070.

RCW 41.12.075 Residency as condition of employment—
Discrimination because of lack of residency—Prohibited. No city, town, or municipality shall require any person applying for or holding an office, place, position, or employment under the provisions of this chapter or under any local charter or other regulations described in RCW 41.12.010 to reside within the limits of such municipal corporation as a condition of employment or to discriminate in any manner against any such person because of his or her residence outside of the limits of such city, town, or municipality. [2007 c 218 § 12; 1972 ex.s. c 37 § 5.]

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

Purpose—1972 ex.s. c 37: See note following RCW 41.08.070.

RCW 41.12.080 Tenure of employment—Grounds for discharge, reduction, or deprivation of privileges. The tenure of everyone holding an office, place, position or employment under the provisions of this chapter shall be only during good behavior, and any such person may be removed or discharged, suspended without pay, demoted, or reduced in rank, or deprived of vacation privileges or other special privileges for any of the following reasons:

(1) Incompetency, inefficiency or inattention to or dereliction of duty;

(2) Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public, or a fellow employee, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to properly conduct himself or herself; or any willful violation of the provisions of this chapter or the rules and regulation to be adopted hereunder;

(3) Mental or physical unfitness for the position which the employee holds;

(4) Dishonest, disgraceful, immoral or prejudicial conduct;

(5) Drunkenness or use of intoxicating liquors, narcotics, or any other habit forming drug, liquid or preparation to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of any position under civil service;

(6) Conviction of a felony, or a misdemeanor, involving moral turpitude;

(7) Any other act or failure to act which in the judgment of the civil service commissioners is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service. [2007 c 218 § 13; 1937 c 13 § 8; RRS § 9558a-8.]

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

RCW 41.12.090 Procedure for removal, suspension, demotion or discharge—Investigation—Hearing—Appeal. No person in the classified civil service who shall have been permanently appointed or inducted into civil service under provisions of this chapter, shall be removed, suspended, demoted or discharged except for cause, and only upon written accusation of the appointing power, or any citizen or taxpayer; a written statement of which accusation, in general terms, shall be served upon the accused, and a duplicate filed with the commission. Any person so removed, suspended, demoted or discharged may within ten days from the time of his or her removal, suspension, demotion or discharge, file with the commission a written demand for an investigation, whereupon the commission shall conduct such investigation. The investigation shall be confined to the determination of the question of whether such removal, suspension, demotion or discharge was or was not made for political or religious reasons and was or was not made in good faith for cause. After such investigation the commission may affirm the removal, or if it shall find that the removal, suspension, or demotion was made for political or religious reasons, or was not made in good faith for cause, shall order the immediate reinstatement or reemployment of such person in the office, place, position or employment from which such person was removed, suspended, demoted or discharged, which reinstatement shall, if the commission so provides in its discretion, be retroactive, and entitle such person to pay or compensation from the time of such removal, suspension, demotion or discharge. The commission upon such investigation, in lieu of affirming the removal, suspension, demotion or discharge may modify the order of removal, suspension, demotion or discharge by directing a suspension, without pay, for a given period, and subsequent restoration to duty, or demotion in classification, grade, or pay; the findings of the commission shall be certified, in writing to the appointing power, and shall be forthwith enforced by such officer.

All investigations made by the commission pursuant to the provisions of this section shall be had by public hearing, after reasonable notice to the accused of the time and place of such hearing, at which hearing the accused shall be afforded an opportunity of appearing in person and by counsel, and presenting his or her defense. If such judgment or order be concurred in by the commission or a majority thereof, the accused may appeal therefrom to the court of original and unlimited jurisdiction in civil suits of the county wherein he or she resides. Such appeal shall be taken by serving the commission, within thirty days after the entry of such judgment or order, a written notice of appeal, stating the grounds thereof, and demanding that a certified transcript of the record and of all papers on file in the office of the commission affecting or relating to such judgment or order, be filed by the commission with such court. The commission shall, within ten days after the filing of such notice, make, certify and file such transcript with such court. The court of original and unlimited jurisdiction in civil suits shall thereupon proceed to hear and determine such appeal in a summary manner: PROVIDED, HOWEVER, That such hearing shall be confined to the determination of whether the judgment or order of removal, discharge, demotion or suspension made by the commission, was or was not made in good faith for cause, and no appeal to such court shall be taken except upon such ground or grounds. [2007 c 218 § 14; 1937 c 13 § 9; RRS § 9558a-9.]

~~Intent—Finding—2007 c 218~~: See note following RCW 41.08.020.

RCW 41.12.100 Filling of vacancies—Probationary period.

Whenever a position in the classified service becomes vacant, the appointing power, if it desires to fill the vacancy, shall make requisition upon the commission for the name and address of a person eligible for appointment thereto. The commission shall certify the name of the person highest on the eligible list for the class to which the vacant position has been allocated, who is willing to accept employment. If there is no appropriate eligible list for the class, the commission shall certify the name of the person standing highest on said list held appropriate for such class. If more than one vacancy is to be filled an additional name shall be certified for each additional vacancy. The appointing power shall forthwith appoint such person to such vacant position.

Whenever requisition is to be made, or whenever a position is held by a temporary appointee and an eligible list for the class of such position exists, the commission shall forthwith certify the name of the person eligible for appointment to the appointing power, and said appointing power shall forthwith appoint the person so certified to said position. No person so certified shall be laid off, suspended, or given leave of absence from duty, transferred or reduced in pay or grade, except for reasons which will promote the good of the service, specified in writing, and after an opportunity to be heard by the commission and then only with its consent and approval.

To enable the appointing power to exercise a choice in the filling of positions, no appointment, employment or promotion in any position in the classified service shall be deemed complete until after the expiration of a period of three to six months' probationary service, as may be provided in the rules of the civil service commission during which the appointing power may terminate the employment of the person certified to him or her, or it, if during the performance test thus afforded, upon observation or consideration of the performance of duty, the appointing power deems him or her unfit or unsatisfactory for service in the department, whereupon the appointing power shall designate the person certified as standing next highest on any such list and such person shall likewise enter upon said duties until some person is found who is deemed fit for appointment, employment or promotion for the probationary period provided therefor, whereupon the appointment, employment or promotion shall be deemed to be complete. [2007 c 218 § 15; 1937 c 13 § 11; RRS § 9558a-11.]

Intent—Finding—2007 c 218: See note following RCW 41.08.020.

RCW 41.12.110 Power to create offices, make appointments and fix salaries not infringed. All offices, places, positions and employments coming within the purview of this chapter, shall be created by the person or group of persons who, acting singly or in conjunction, as a mayor, city manager, chief, common council, commission or otherwise, it is vested by law with power and authority to select, appoint, or employ any person coming within the purview of this chapter, and nothing herein contained shall infringe upon the power and authority of any such person or group of persons, or appointing power, to fix the salaries and compensation of all employees employed hereunder. [1937 c 13 § 12; RRS § 9558a-12.]

RCW 41.12.120 Approval of payrolls. No treasurer, auditor, comptroller or other officer, or employee of any city, town or municipality in which this chapter is effective, shall approve the payment of or be in any manner concerned in paying, auditing or approving any salary, wage, or other compensation for services, to any person subject to the jurisdiction and scope of this chapter, unless a payroll, estimate or account for such salary, wage or other compensation, containing the names of the persons to be paid, the amount to be paid to each such person, the services on account of which same is paid, and any other information which, in the judgment of the civil service commission, should be furnished on said payroll, bears the certificate of the civil service commission or of its secretary or other duly authorized agent, that the persons named in such payroll, estimate or account have been appointed or employed in compliance with the terms of this chapter and with the rules of the commission, and that the said payroll, estimate or account is, so far as known to the said commission, a true and accurate statement. The commission shall refuse to certify the pay of any public officer or employee whom it finds to be illegally or improperly appointed, and may further refuse to certify the pay of any public officer or employee who shall wilfully or through culpable negligence violate or fail to comply with this chapter or with the rules of the commission. [1937 c 13 § 13; RRS § 9558a-13.]

RCW 41.12.130 Leaves of absence—Notice—Filling vacancy. Leave of absence, without pay, may be granted by any appointing power to any person under civil service: PROVIDED, That such appointing power shall give notice of such leave to the commission. All temporary employment caused by leaves of absence shall be made from the eligible list of the classified civil service. [1937 c 13 § 14; RRS § 9558a-14.]

RCW 41.12.140 Enforcement by civil action—Legal counsel. It shall be the duty of the commission to begin and conduct all civil suits which may be necessary for the proper enforcement of this chapter and of the rules of the commission. The commission shall be represented in such suits by the chief legal officer of the city, but said commission may in any case be represented by special counsel appointed by it. [1937 c 13 § 15; RRS § 9558a-15.]

RCW 41.12.150 Deceptive practices, false marks, etc., prohibited. No commissioner or any other person shall, by himself or herself, or in cooperation with one or more persons, defeat, deceive, or obstruct any person in respect of his or her right of examination or registration according to the rules and regulations of this chapter, or falsely mark, grade, estimate or report upon the examination or proper standing of any person examined, registered or certified pursuant to the provisions of this chapter, or aid in so doing, or make any false representation concerning the same, or concerning the person examined, or furnish any person any special or secret information for the purpose of improving or injuring the prospects or chances of any person so examined, registered or certified, or to be examined, registered or certified or persuade any other person, or permit or aid in any manner any other person to personate him or her, in connection with any examination or registration of application or request to be examined or registered. [2007 c 218 § 16; 1937 c 13 § 16; RRS § 9558a-16.]

~~Intent—Finding—2007 c 218:~~ See note following RCW 41.08.020.

RCW 41.12.160 Political contributions and services. No person holding any office, place, position or employment subject to civil service, is under any obligation to contribute to any political fund or to render any political service to any person or party whatsoever, and no person shall be removed, reduced in grade or salary, or otherwise prejudiced for refusing so to do. No public officer, whether elected or appointed, shall discharge, promote, demote, or in any manner change the official rank, employment or compensation of any person under civil service, or promise or threaten so to do, for giving or withholding, or neglecting to make any contribution of money, or services, or any other valuable thing, for any political purpose. [1937 c 13 § 17; RRS § 9558a-17.]

Political activities of public employees: RCW 41.06.250.

RCW 41.12.170 Local legislation required—Penalty. The various cities affected by the provisions of this chapter, shall immediately upon the taking effect thereof, enact appropriate legislation for carrying this chapter into effect, and the failure upon the part of the duly constituted authorities of any such city so to do shall be considered a violation of this chapter and be punishable as such. [1937 c 13 § 18; RRS § 9558a-18.]

RCW 41.12.180 Office and supplies to be furnished—Penalty for not providing. The duly constituted authorities of each and every city coming within the purview of this chapter, shall provide the commission with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the commission and with such clerical assistance as may be necessary, all of which is to be commensurate with the number of persons in each such city coming within the purview of this chapter; and the failure upon the part of the duly constituted authorities to do so, shall be considered a violation of this chapter and shall be punishable as such. [1937 c 13 § 19; RRS § 9558a-19.]

RCW 41.12.183 Time limit for creation of commission—Penalty.

In ninety days after the taking effect of this chapter, it shall be the duty of the duly constituted authorities in each such city, subject to the provisions of this chapter, to appoint and create a civil service commission as provided for in RCW 41.12.010, and the failure upon the part of said duly constituted authorities, or any of them, so to do, shall be deemed a violation of this chapter, and shall be punishable as such. [1937 c 13 § 20; RRS § 9558a-20.]

RCW 41.12.185 Duty of commission to organize and function—
Penalty for violation. It shall be the duty of each commission appointed subject to the provisions of this chapter, to immediately organize and see to it that the provisions thereof are carried into effect, and to this end to make suitable rules and regulations not inconsistent with the purpose of this chapter, for the purpose of carrying the provisions thereof into effect; and the failure upon the part of said commission, or any individual member thereof to do so, shall be deemed a violation of this chapter, and shall be punishable as such. [1937 c 13 § 21; RRS § 9558a-21.]

RCW 41.12.190 Cooperation of city officers and employees enjoined. It shall be the duty of all officers and employees of any such city to aid in all proper ways of carrying out the provisions of this chapter, and such rules and regulations as may, from time to time, be prescribed by the commission thereunder and to afford the commission, its members and employees, all reasonable facilities and assistance to inspect all books, papers, documents and accounts applying or in any way appertaining to any and all offices, places, positions and employments, subject to civil service, and also to produce said books, papers, documents and accounts, and attend and testify, whenever required so to do by the commission or any commissioner. [1937 c 13 § 10; RRS § 9558a-10.]

RCW 41.12.200 Appropriation for expenses. For the purpose of carrying out the provisions of this chapter, such city, town or municipality is hereby authorized to appropriate from the general fund not to exceed four-tenths of one percent of the total payroll of those included under the jurisdiction and scope of the chapter: PROVIDED, HOWEVER, That if the city council or other proper legislative body shall make an appropriation for the support of said commission equal to or more than the said continuing appropriation in any year, this section shall not be operative for said year but otherwise shall be in full force and effect. [1937 c 13 § 22; RRS § 9558a-22.]

RCW 41.12.210 Penalty—Jurisdiction. Any person who shall wilfully violate any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than one hundred dollars and by imprisonment in the county jail for not longer than thirty days, or by both such fine and imprisonment. The court of original and unlimited jurisdiction in civil suits shall have jurisdiction of all such offenses defined by this chapter. [1937 c 13 § 23; RRS § 9558a-23.]

RCW 41.12.220 Definitions. As used in this chapter, the following mentioned terms shall have the following described meanings:

The term "commission" means the civil service commission herein created, and the term "commissioner" means any one of the three commissioners of that commission.

The term "appointing power" includes every person or group of persons who, acting singly or in conjunction, as a mayor, city manager, council, common council, commission, or otherwise, is or are, invested by law with power and authority to select, appoint, or employ any person to hold any office, place, position or employment subject to civil service.

The term "appointment" includes all means of selection, appointing or employing any person to hold any office, place, position or employment subject to civil service.

The term "city" includes all cities, towns and municipalities having a full paid police department.

The term "full paid police department" means that the officers and police officers employed in such are paid regularly by the city and devote their whole time to police duty: PROVIDED, "full paid police department" whenever used in this chapter shall also mean "full paid police officers." [2007 c 218 § 17; 1937 c 13 § 24; RRS § 9558a-24.]

~~Intent—Finding—2007 c 218:~~ See note following RCW 41.08.020.

RCW 41.12.910 Repeal. All acts and parts of acts in conflict with the provisions of this chapter are hereby repealed insofar as they conflict with the provisions of this chapter. [1937 c 13 § 26; RRS § 9558a-26.]