



## CITY COUNCIL MEETING AGENDA

Tuesday – November 8, 2022 – 6:00 PM

Shawn O'Neill,  
Mayor  
[soneill@cityofnapavine.com](mailto:soneill@cityofnapavine.com)

Brian Watson,  
Council Position No.1  
[bwatson@cityofnapavine.com](mailto:bwatson@cityofnapavine.com)

Ivan Wiediger,  
Council Position No.2  
[iwiediger@cityofnapavine.com](mailto:iwiediger@cityofnapavine.com)

Don Webster,  
Council Position No.3  
[dwebster@cityofnapavine.com](mailto:dwebster@cityofnapavine.com)

Heather Stewart,  
Council Position No.4  
[hstewart@cityofnapavine.com](mailto:hstewart@cityofnapavine.com)

Duane Crouse,  
Council Position No.5  
[dcrouse@cityofnapavine.com](mailto:dcrouse@cityofnapavine.com)

### Staff Members

Rachelle Denham,  
City Clerk

Michelle Whitten,  
City Treasurer

Bryan Morris,  
PW Director  
Community Development

John Brockmueller,  
Chief of Police

Allen Unzelman  
Honorable Judge-Municipal Court

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](http://www.cityofnapavine.com)

### **\*\*WORKSHOP-2023 BUDGET MEETING #2 @ 5:15-6:00 PM\*\***

- 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– October 25, 2022
  - 2) Budget Workshop #1 Meeting Minutes 2023 Budget Expenditures & Projects - October 25, 2022
  
- VII. STAFF & COUNCIL REPORT
  
- VIII. NEW BUSINESS
  - 1) Vouchers – M. Whitten
  - 2) Resolution 22-06-135 Surplus 1998 Chevy Snow Plow- B. Morris
  - 3) BP Sewer Line Easement – B. Morris
  - 4) PND Engineers, Inc Agreement | Project: Mayme Shaddock Park Shelter & Restroom Design – B. Morris
  
- 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 & Staff

**Shawn O'Neill, Mayor**

*Brian Watson, Council Position #1*

*Ivan Wiediger, Council Position #2*

*Don Webster, Council Position #3*

*Heather Stewart, Council Position #4*

*Duane Crouse, Council Position #5*

**Staff Members:**

*Rachelle Denham, City Clerk*

*Bryan Morris, CD / PW Director*

*Jim Buzzard, City Attorney*

*Michelle Whitten, Treasurer*

*John Brockmueller, Police Chief*

# WORKSHOP NOTICE

**November 8, 2022 @ 5:15-6:00 p.m.**

**@ NAPAVINE CITY HALL**

**COUNCIL CHAMBERS**

**AGENDA:**

- **2023 Budget Meeting #2**



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

October 25, 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 6:04 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, Ivan Wiediger Councilor #2, Don Webster #3, Heather Stewart Councilor #4, and Duane Crouse #5.

City staff members present: City Clerk- Rachele Denham, Treasurer – Michelle Whitten, PW/Comm Dev – Bryan Morris, Chief of Police – John Brockmueller, Court Administer – Lacie Dewitt.

**ROLL CALL:**

<b>MOVED:</b>	Don Webster	Motion: Excuse Councilor Brian Watson
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**CONSENT/APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING**

<b>MOVED:</b>	Heather Stewart	Motion: Approval of Minutes - Regular Council Meeting, on October 11, 2022
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**STAFF & COUNCIL REPORTS:**

**John Brockmueller – Chief of Police**

- The two patrol cars are in Olympia being outfitted. The chief is looking to implement a Reserve Program with a couple officers. Logan Macomber has been visiting the elementary and high school spending time with the kids and the feedback is very positive. Sergeant Dawes is out on leave due to a knee injury. Operations are normal.

**Rachelle Denham – City Clerk**

- Report is in writing. Rachelle and Chief attended the BOCC Business meeting today and the commissioners formally approved the .09 Grant in the amount of \$1,175,000.00.

**Bryan Morris – PW/Community Development**

- Will be placing the 25-mph speed limit sign on 10/26. Mike Pritchard, a teacher from the high school will be having students work on labeling equipment at the Public Works Department. Mayme Park is closed for the winter.

**Michelle Whitten – City Treasurer**

- Michelle thanked the council for allowing her to attend the Vision and WFOA Conference. She learned a lot and will be implementing some new stuff.

**Shawn O’Neill – Mayor**

- Shawn gave thanks to all staff and council for being transparent and doing what is right. If there is a need or question everyone is always welcome to attend the council meetings and express concerns or ask questions.

**EXECUTIVE SESSION – UNION COLLECTIVE BARGAINING SESSION RCW 42.30.140 4 (B) 2023-2025 CONTRACT NEGOTIATIONS**

- The mayor announced that the council would be meeting in executive session for approximately 10 minutes to discuss Union Collective Bargaining Session Contract Negotiations under RCW 42.30.140(4)(a)(b)). The mayor stated that executive session will begin @ 6:21 pm and will end @ 6:31 pm. The council is expected to take final action following the executive session on the agenda under new business, item #5, Resolution 22-10-134. The mayor requested to extend the meeting an additional three minutes, until 6:34 pm. The mayor called the regular meeting back to order at 6:35.

**NEW BUSINESS**

**VOUCHERS- M. WHITTEN**

***October 25, 2022, Second Council Meeting, Accounts Payable: 38743-37859; \$69,794.64, Electronic Payments dates EFT20221018&20; \$828.84, Electronic Payroll; EFT\*202217&19; \$11,249.61, ACH Direct Deposit: 10/13/2022 Direct Deposit; \$27,366.87. Vouchers Grand Total: \$109,239.96.***

<b>MOVED:</b>	Don Webster	Motion: Approval of the Vouchers dated October 25, 2022, Second Council Meeting
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**AM 22-12 WALSH TRUCKING PROPOSED WELL & SEPTIC – B. MORRIS**

<b>MOVED:</b>	Don Webster	Motion: Approve the install of well and septic for Walsh Trucking following the Napavine Codes and State of Washington Codes. <b>Amended Motion:</b> Ivan Wiediger amended his motion to state what Director Morris stated.
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: The Public Works Director, Bryan Morris clarified that the motion needs to state: the install of well and septic needs to follow all the Washington State and Napavine City Codes.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**ORDINANCE 634 AMENDMENTS TO CHAPTER 17.28 RELATING TO PERMITTED USE AND CONDITIONAL USE – R. DENHAM**

**ORDINANCE NO. 634**

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON; AMENDING SECTIONS 17.28.020 AND 17.28.040 OF NAPAVINE MUNICIPAL CODE; AMENDING ORDINANCE 371 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

<b>MOVED:</b>	Duane Crouse	Motion: Approval of Ord 634
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**GRANT AGREEMENT BETWEEN LEWIS COUNTY AND CITY OF NAPAVINE JEFFERSON SEWER STATION PROJECT – R. DENHAM**

<b>MOVED:</b>	Don Webster	Motion: Approval of Mayor signing the Grant Agreement on 10/18 to meet deadline from the county.
<b>SECONDED:</b>	Duane Crouse	
<i>Discussion: Bryan questioned the amount causing confusion of grant amount that the city was granted. He believed the amount was \$1.7 mil. Rachele confirmed amount listed on agreement to be \$1,175,000.00.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**RESOLUTION 22-10-134 2023-2025 COLLECTIVE BARGAINING AGREEMENT – R. DENHAM**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve Resolution 22-10-134
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**CITIZEN COMMENTS – NON-AGENDA ITEMS:** No Comments

**ADJOURNMENT:**

<b>MOVED:</b>	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
<b>SECONDED:</b>	Don Webster	
<i>Discussion: Meeting Adjourned at 6:53 p.m.</i>		
<b>VOTE ON MAIN MOTION:</b>	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/MGDKXPXkyC> (Workshop Meeting) <https://fccdl.in/td50jyuUvt> (Council Meeting)*

**Respectfully submitted,**

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Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES  
SPECIAL MEETING (BUDGET & BENEFITS WORKSHOP)  
October 25, 2022, 5:00-6:00 P.M.  
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

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**COUNCIL MEMBERS PRESENT:**

Mayor Shawn O'Neill, Councilor #1 Brian Watson, Councilor #2 Ivan Wiediger, and Councilor #4 Heather Stewart.

**CITY STAFF MEMBERS PRESENT:** City Clerk Rachele Denham, Treasurer Michelle Whitten, Public Works/Community Development Director Bryan Morris, Police Chief John Brockmueller, Police Chief's Executive Assistant Judy Godbey and Court Administrator Lacie Dewitt.

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**ROUND TABLE DISCUSSION TOPICS:**

**Public Works/Community Development-Bryan Morris**

- Coring and project Scoping - \$15,000 per year (Engineering Services)
  - Water System Plan - \$150,000 grant (Planning Only Grant?)
  - Comprehensive Plan Update – 2023 \$100,000 & 2024 - \$50,000
  - Critical Area Shorelines - \$30,000
  - Rush Rd - \$276,394 TIB
  - Jefferson Station - \$1.7 per year 2023/2024 (.09 Grant)
  - HAPI Grant - \$75,000
  - Training - \$2,000
  - Pass Thrus - \$75,000
  - Blue Beam Software- \$500 yearly (community Development)
  - Mayme Shaddock Park \$970,000 (Grant)
  - Backhoe - \$140,000 (Capital)
  - Water Line Jefferson Station- \$5,000 (Water Capital Improv)
  - Maproom-increase size of storage room for Clerk's office
  - Concrete on PD/Court side of building - \$20k
  - Judge stand/jury box (ARPA)
  - Hearing Examiner – exploring options
- 
- **Court – Lacie**
    - Mixer Sound Equipment – 43,445 AOC Grant
    - Computers- \$7,000 ARPA
    - Laptops- \$2,500 ARPA
    - Tablets - \$900 ARPA
    - Scanner- \$1,000 ARPA
    - Printers- \$1,500 - ARPA
    - Lobby- \$15,000 ARPA
    - Concrete at Court and Police Dept - \$20,000 (Capital Facilities)

- **Police Department-**
  - Vehicle Purchase -\$60,000 (Criminal Justice Fund)
  - Infrared Drone - \$14,000 (ARPA)
  - Standard Drone - \$6,000 (ARPA)
  
- **Treasurer-Michelle Whitten**
  - No request
  
- **Clerk's Office- Rachele Denham**
  - Most projects should be done in 2022 with ARPA Funds
    - File Room \$2,000/Front Counter
    - Council Chambers \$4,000 (ARPA)
  - Carpet /tile– \$8,545(ARPA)
  - I-Cloud for Visions -\$3,000 (Water/Sewer split)
  - Outsource Utility Bills- \$500 (Water/Sewer)
  - Municode Website - \$4,175 (2023-2025) Split with all depts.
  
- **Mayor-Shawn O'Neill**
  - Requested department heads to prioritize their projects for a balanced budget. Michelle will take the information and prepare a preliminary budget for the next workshop.  
**\*\*THIS WAS OPEN DISCUSSION ONLY AND NO VOTES OR FINAL DECISIONS WERE MADE ON ANY TOPICS. THE NEXT BUDGET WORKSHOP MEETING WILL BE November 8<sup>TH</sup> 5:15-6:00\*\***

Respectfully submitted,

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Rachele Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



**RESOLUTION NO. 22-06-135**

**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**

**WHEREAS**, the city of Napavine, Washington, is authorized pursuant to RCW 35A.79.010, to dispose of property owned by the city by sale; and

**WHEREAS**, the City Council of the City of Napavine, Washington, considers the below described items of personal property owned by the city to be surplus to the city's needs; and

**WHEREAS**, the City Council of the City of Napavine, Washington, considers the sale of the below described items of personal property to be in the best interest of the citizens and patrons of the city,

**NOW, THEREFORE, BE IT RESOLVED THAT THE** City Council of the City of Napavine, Washington, does declare the following described items of personal property, surplus to the needs of the city:

- 1998 Chevy GMT-400 Pickup Truck/Snow Plow VIN#1GCGK24R2WZ166487

**IT IS FURTHER RESOLVED** that by this resolution the above items may be disposed of in a commercially reasonable way to wit; auction, public sale or sealed bid.

**IT IS FURTHER RESOLVED** that Michelle Whitten, Treasurer is designated as the city's designee to determine the method of sale to be utilized by the city, with such determination to be subject to council approval.

**PASSED BY MAJORITY** of the City Council of the City of Napavine, Washington, this 8TH day of November 2022.

\_\_\_\_\_  
Shawn O'Neill, Mayor

Attest:

\_\_\_\_\_  
Rachelle Denham, Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney, James M. B. Buzzard WBA #33555

**PND Engineers, Inc. (PND)**  
**Standard Form of Agreement**  
**For**  
**Professional Engineering Services**

This is an **Agreement** effective as of November 2<sup>nd</sup>, 2022 (“**Effective Date**”) by and between

CLIENT  
 (“**Client**”)

City of Napavine  
P.O. Box 810  
Napavine, A 98565

Phone: (360) 262-3547  
Fax:  
E-mail: bmorris@cityofnapavine.com

ENGINEER  
 (“**Engineer**”)

PND Engineers, Inc.  
3240 Eastlake Ave E.  
Seattle, WA 98102

Phone: 206-624-1387  
Fax: 206-624-1388  
E-mail: rjohnson@pndengineers.com

**Engineer** agrees to provide the services described below to **Client** for:

**The Mayme Shaddock Park Shelter and Restroom Design**  
 (“**Project**”)

PND Project No. **224054**

The following is a brief description of **Engineer’s** Services, which is more fully described in **Exhibit A**:

Design and services for the Mayme Shaddock Park Shelter and Restroom building located at corner of Park Street and Second Avenue in Napavine, WA.

It is understood project will be constructed in the location of the old concrete pad which support the previous picnic shelter. The project will consist of an approximately 1,700 sq.ft. covered shelter with a 450 sq.ft. enclosed area for restrooms and storage.

**Client** and **Engineer** further agree as follows:

1. The design of the shelter will follow the general design parameters of the Vista Park Shelter in Skamokawa, WA. However, the shower room will be modified for a storage room.
2. The building slab will be situated near the existing shelter slab.
3. Electrical design is incorporated into this design scope. Electrical service is not available at the proposed building footprint but is available at the Park.
4. The utilities for the building will tie into the existing City utilities located at or adjacent to the Park including water, sewer, and electrical.
5. A cultural resources assessment report is included in this scope of work to comply with the RCO grant requirements.

### 1.01 Basic Agreement

A. **Engineer** shall provide, or cause to be provided, the services set forth in this **Agreement**, and **Client** shall pay **Engineer** for such Services as set forth in Paragraph 2.01.

### 2.01 Payment

A. **Engineer** will prepare a monthly invoice in accordance with **Engineer's** standard invoicing practices and submit the invoice to **Client**.

B. Invoices are due and payable within 30 days of receipt. If **Client** fails to make any payment due **Engineer** for services and expenses within 30 days after receipt of **Engineer's** invoice, the amounts due **Engineer** will be increased at the rate of 1 ½ % per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

In addition, **Engineer** may, without liability, after giving seven days written notice to **Client**, suspend services under this **Agreement** until **Engineer** has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. The **Engineer's** compensation is determined by and conditioned on the time to complete **Project** as described in **Exhibit A**. Should the time to complete the **Project** be extended beyond the described periods through no fault of the **Engineer**, the total compensation to the **Engineer** shall be appropriately adjusted.

### 3.01 Additional Services

A. If authorized by **Client** in writing, **Engineer** shall furnish services in addition to those set forth.

B. **Client** agrees to pay **Engineer** an amount equal to the **Engineer's** employees cumulative hours charged to the **Project** by each class of employee times standard hourly rates for each applicable billing class; plus reimbursable expenses and **Engineer's** consultants' charges, if any plus markup. Alternatively, the **Client** and **Engineer** may make additional compensation Agreements such as Lump Sum (LS) or Fixed Fee (FF) but only in writing.

### 4.01 Termination

A. Either party shall have the right to terminate this **Agreement** in whole or in part at any time and for reasonable cause, by delivery of 15 days' written notice, specifying the extent and effective date thereof. After receipt of such notice from **Client**, **Engineer** shall stop work hereunder to the extent and on the date specified in such notice, terminate all

subcontracts and other commitments to the extent they relate to the work terminated, and deliver to the **Client** all completed deliverables in connection with the work terminated.

B. In the event of any termination by **Client** pursuant to this clause, and provided **Engineer** is not in default of a material obligation under the **Agreement**, **Engineer** shall be paid as follows.

#### B.1 Time and Material Contracts:

**Client** shall pay **Engineer** for all time and material costs incurred as of the date of Termination per **Engineer's** Standard Rate Schedule.

#### B.2 Fixed Fee or Lump Sum Contracts:

**Client** shall pay **Engineer** the percentage of the Fixed Fee or Lump sum equivalent to the percentage of work completed as of the date of Termination. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this **Agreement**.

### 5.01 Controlling Law

A. This **Agreement** is to be governed by the law of the state in which the **Project** is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. **Client** and **Engineer** each is hereby bound and the partners, successors, and executors of **Client** and **Engineer** (and to the extent permitted by paragraph 6.01.B the assigns of **Client** and **Engineer**) are hereby bound to the other party to this **Agreement** and to the partners, successors, and executors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this **Agreement**.

B. Neither **Client** nor **Engineer** may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this **Agreement** without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by **Engineer** under this **Agreement** will be the care and skill ordinarily used by members of the

subject profession practicing under similar circumstances at the same time and in the same locality. **Engineer** makes no guarantees or warranties, express or implied, under this **Agreement** or otherwise, in connection with **Engineer's** services. **Engineer** and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. **Engineer** shall not at any time supervise, direct, or have control over any contractor's work, nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. **Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between **Client** and such contractor.

D. **Engineer** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except **Engineer's** own employees) at the **Project** site or otherwise furnishing or performing any of construction work; or for any interpretations or clarifications of the construction contract given by **Client** or contractor without consultation and advice of **Engineer**.

E. All design documents prepared or furnished by **Engineer** are instruments of service, and **Engineer** retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the **Project** is completed. The **Client** shall not rely in any way on any document unless it is in printed final form signed and sealed by the **Engineer** or one of the **Engineer's** subconsultants.

F. To the fullest extent permitted by law, **Client** and **Engineer** (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **Project**, and (2) agree that **Engineer's** total liability to **Client** under this **Agreement** shall be limited to \$50,000 or the total amount of compensation received by **Engineer**.

The **Client** shall immediately notify **Engineer** of any

claim asserted in connection with the **Project** that relates to engineering services.

G. The parties acknowledge that **Engineer's** scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If **Engineer** or any other party encounters a Hazardous Environmental Condition, **Engineer** may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the **Project** affected thereby until **Client**: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Changes to the design may be necessary as the work proceeds. The design is expected to change during construction which can result in increased cost to the **Client** for several reasons including:

H.1 Project Betterment – Items that are added to the work to improve the overall project that were not considered during design.

H.2 Unforeseen Conditions – Items of work added due to unknown conditions often associated with geotechnical variations and as-built conditions that could not be determined.

H.3 Design Additions – Items of work to add elements that are required for a functioning facility.

H.4 Design Revisions- Items of work needed to revise the design, including typographical items, changes due to conflicts or inconsistencies and conflicts or inconsistencies which may become apparent during construction.

The **Client** acknowledges that project betterment, unforeseen conditions and design additions and revisions can occur and that all cost associated with those items are part of the normal course of business and shall not be charged to the **Engineer**.

Design additions and revisions are expected and should be anticipated. The **Engineer** and **Client** agree to work together to correct these items to minimize cost. Potential for design additions and revisions are related to the type and complexity of work.

I. All documents, including Drawings and Specifications, furnished by **Engineer** pursuant to this **Agreement** are instruments of **Engineer's** services in

respect to the **Project**. They are not intended or represented to be suitable for reuse by **Client** or others on extensions of the **Project** or on any other project. Any reuse without specific written verification or adaptation by **Engineer** will be at **Client's** sole risk without liability or legal exposure to **Engineer**, and **Client** shall indemnify, defend, and hold harmless **Engineer** from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting there from. Any such verification or adoption will entitle **Engineer** to further compensation at rates to be agreed upon by **Client** and **Engineer**.

**Engineer** does not sell or convey any property interest in the design including drawings; **Engineer** only licenses the use for a particular **Project** and purpose for the duration of the **Project**. The **Client** shall not convey, sell or authorize any other party to use the design. The **Client** shall not reuse the design for any other purpose. The **Client** agrees to use reasonable measures to keep the information confidential and avoid any unauthorized reuse or dissemination. For any unauthorized use by the **Client** or breach of this **Agreement**, the **Client** agrees to pay the **Engineer** reasonable licensing fees and/or damages. **Client** agrees to indemnify, defend and hold **Engineer** harmless from any and all claims arising from or related to unauthorized use of the design.

J. Electronic files may be supplied for convenience. Use of this electronic information is at the risk of the end user, and **Engineer** can not take responsibility for any errors or misuse that may arise out of use of electronic information. AutoCAD files are only an electronic copy of the graphical representations of the plans and actual dimensions and locations as shown on the hard copy plans shall govern and as provided by **Engineer**.

#### **8.01 Indemnification and Hold Harmless**

**Engineer** shall defend, indemnify and hold the **Client**, its officers, directors, employees, and agents harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the **Engineer** in performance of this **Agreement**, except for injuries and damages caused by the sole negligence of the **Client**. 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 **Engineer** and the **Client**, its officers, directors, employees, and agents, the **Engineer's** liability, including the duty and cost to defend, hereunder shall be only to the extent of the **Engineer's** negligence. It is further specifically and expressly understood that

the indemnification provided herein constitutes the **Engineer's** waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

#### **9.01 OPEN CELL™ Licensing**

A. In the course of the project, the **Engineer** may utilize the OPEN CELL™ technology relating to soil retaining systems on which the **Engineer** holds related patent rights. **Engineer** hereby grants to the **Client**, and its contractors, agents, employees, officers, and representatives, an irrevocable license for the construction and use of the design on the **Project** only, upon completion of final design by the **Engineer**. No fee or cost of any sort is or may be charged now or in the future for this license. This license grants the **Client**, and its contractors, agents, employees, officers and representatives, the right to utilize the design (including but not limited to the drawings and specifications) in the future for construction of this structure, and its subsequent use, maintenance, repair, restoration, renovation, and other similar uses.

B. **Engineer** has spent years testing, observing and refining the OPEN CELL™ System and holds this information proprietary. Disclosure by **Engineer** of OPEN CELL Technology or other information on the project shall be for use on this project only and shall not be divulged to others or used on any other project without **Engineers** prior written authorization. **Client** shall make these terms binding on all project participants including owners, employees, contractors and anyone else associated with the project.

#### **10.01 Insurance**

A. The **Engineer** shall maintain, at his own expense the minimum insurance coverage as outlined below. Upon request by **Client**, a current Certificate of insurance will be provided.

B. Workers' Compensation Insurance: **Engineer** shall provide and maintain, for all employees engaged in work under this contract, Workers' Compensation and Employers Liability Insurance as required by AS 23.30.045, to include:

1. Statutory coverage;
2. Employer's Liability Protection in the amount of \$1,000,000.

C. Commercial Comprehensive General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

D. Automobile Liability Insurance: Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

E. Professional Liability Insurance with limits of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

**11.01 Dispute Resolution**

A. **Client** and **Engineer** agree to negotiate all disputes for a minimum period of thirty days from the date **Client** or **Engineer** provides notice of a dispute.

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement**, the **Effective Date** of which is indicated on page 1.

Client: \_\_\_\_\_

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

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

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

Address for giving Notices:

If the dispute is not resolved by negotiation, the parties agree to mediate the disputes in good faith prior to filing of any lawsuit.

**12.01 Total Agreement**

A. This **Agreement** together with any expressly incorporated appendix constitutes the entire **Agreement** between **Client** and **Engineer** and supersedes all prior written or oral understandings. This **Agreement** may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Engineer: PND Engineers, Inc. \_\_\_\_\_

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

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

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

Address for giving Notices:

Address for Payments:

PND Engineers, Inc.  
3240 Eastlake Ave, E.  
Seattle, WA 98102  
(206) 624-1387

PND Engineers, Inc.  
1506 West 36<sup>th</sup> Ave.  
Anchorage, AK 99503  
(907) 561-1011

**PND Engineers, Inc. (PND)  
Standard Form of Agreement  
For  
Professional Engineering Services**

**Addendum A**

**TO THE TERMS AND CONDITIONS**

SUPPLEMENT AND AMENDMENT TO THE TERMS AND CONDITIONS OF THE **Project**. This Addendum A supplements and amends of the terms and conditions of the **Project**, to include the following language:

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).**

INCORPORATION OF THIS ADDENDUM INTO THE ORIGINAL CONTRACTUAL AGREEMENT. The signing of this Addendum A shall incorporate Addendum A into the original contractual arrangement between the parties. It is further intended that in the event of any inconsistency between the agreement and its other attachments, that the terms of Addendum A be construed as final and binding.

**END OF ADDENDUM A**

**Standard Form of Agreement  
For  
Professional Engineering Services**

**Exhibit A**

**(A) Scope of Services:**

The **Project** consists of: **The Mayme Shaddock Park Shelter and Restroom Design**

The following work items are included in this scope of work:

Design and services for the Mayme Shaddock Park Shelter and Restroom building located at corner of Park Street and Second Avenue in Napavine, WA.

It is understood project will be constructed in the location of the old concrete pad which support the previous picnic shelter. The project will consist of an approximately 1,700 sq.ft. covered shelter with a 450 sq.ft. enclosed area for restrooms and storage.

Planning and design will include site investigation, cultural resources assessment, geotech investigation, survey, civil, structural, and architectural design. Site improvements include a sidewalk to the parking area and one additional ADA parking space for the park.

PND will conduct geotechnical investigation with the support of the City and their excavation equipment. The investigation is anticipated to include a test hole to evaluate the water table and the soil bearing layer below the surface.

Bid support and construction administration services can be provided in addition to this scope on an hourly basis as authorized in writing by the City.

**(B) Subconsultants:**

- APS Survey and Mapping: Site Survey
- Cushing Terrell: Architecture, electrical, plumbing engineer services within the building.
- CRC: Cultural resource assessment.
- HPe site electrical design

**(C) Deliverables:**

- 50% design drawings, specification, and cost estimate
- Bid-ready design documents (drawings and specifications) and final engineer/architect cost estimate

**(D) Schedule:**

- 50% Design: Two months from Notice to Proceed
- Bid-ready design documents: Two months from comments from City on 50% design.

**(E) Fee Basis:**

- Time and expenses basis not to exceed \$99,794.

**(F) Payments:**

The combined fees for this work will be billed on a time and expenses basis. A detailed fee summary, broken down by subtask, is attached separately. The amount of the individual tasks may vary but the total shall remain under the total contract value plus any amendments.



PROJECT TITLE:  
CLIENT:

**Mayme Shaddock Park Restroom and Picnic Shelter**  
City of Napavine

20S-521  
9/26/22

**Site Planning, Survey, Investigation, and Design**

**LABOR:**

Task No.	Task (Scope of Work)	Senior Eng. VII	Senior Eng. VI	Senior Eng. III	Staff Eng. VI	Cad Des. VI	Tech IV	Total Hours	Labor Cost	
1	Project/Contract Administration		2	2			2	6	\$1,010	
2	Meetings		2	4				6	\$1,080	
3	Site Visit				10			10	\$1,250	
4	Structural Analysis		4	40				44	\$7,440	
5	Second Check Analysis			4	20			24	\$3,160	
6	Drawings (60%, 90%, 100%)		8	16	80	80		184	\$24,720	
7	Stormwater Report	2		4	24			30	\$4,110	
8	Cost Estimate			2				2	\$330	
<b>Labor Subtotal:</b>			2	16	72	134	80	2	306	\$43,100

**EXPENSES:**

Item	Quantity	Unit	Cost per Unit	Markup 5%	Expenses Cost
Travel - Milage	190	Miles	\$0.63	1.05	\$125
Lodging	0	Nights	\$161	1.05	\$0
Meals & Incidentals	1	Days	\$56	1.05	\$58
Car Rental	0	Days	\$0	1.05	\$0
Misc. and Field Supplies	0	Allowance	\$0	1.05	\$0
<b>Expenses Subtotal:</b>					<b>\$183</b>

**SUBCONSULTANTS:**

Survey - APS Survey and Mapping	1		\$ 6,915	1.05	\$7,261
Architecture - Cushing Terrell	1		\$ 39,600	1.05	\$41,580
Electrical - HPe	1		\$ 4,020	1.05	\$4,221
Archaeological Survey - CRC	1		\$ 3,285	1.05	\$3,449
<b>Subconsultants Subtotal:</b>					<b>\$56,511</b>

Total - Labor	\$43,100
Total - Expenses	\$183
Total - Subconsultants	\$56,511
<b>TOTAL (T&amp;E Estimate)</b>	<b>\$99,794</b>



**NAPAVINE PLANNING COMMISSION MINUTES**  
**October 3, 2022 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**PLEDGE OF ALLEGIANCE:**

**CALL TO ORDER:**

Commissioner Haberstroh opened the regular planning commission meeting to order at 6:00 pm.

**ROLL CALL:**

Planning Commission present: Amy Morris, Commissioner #4, Amy Hollinger Commissioner #2, and Arnold Haberstroh Commissioner #3. **Commissioner Morris motioned to excuse Commissioner Collins Position #5, and Commissioner Graham Position #1, seconded by Commissioner Hollinger. Vote on Motion 3 aye 0 nay.**

**APPROVAL OF AGENDA – As presented:**

**Commissioner Hollinger moved to approve the agenda, seconded by Commissioner Morris. Vote on motion 3 aye, 0 nay.**

**APPROVAL OF MINUTES:**

**Commissioner Morris motioned to approve minutes from the Workshop on September 19, 2022 & Regular Planning September 19, 2022, meeting, seconded by Commissioner Hollinger. Vote on motion 3 aye and 0 nay.**

**NEW BUSINESS:**

**Transportation Benefit District Funding Authority Information**


Director Morris went over the surrounding area tax rates, and what the board would look like. The money received from the tax can only be used in the defined TBD area. Executive Assistant Katie Williams is waiting on additional information from MRSC. The TBD is good for 10 years and may only be renewed for an additional 10 years. There was a recent update June 2022, which Director Morris spoke with Castle Rock and Kalama, and will continue to research other cities. **Commissioner Hollinger motioned to table, seconded by Commissioner Morris. Vote on motion 3 aye, 0 nay.**


**ADJOURNMENT** 6:44 pm

**Commissioner Morris motioned to adjourn, seconded by Commissioner Hollinger. Vote 3 ayes, 0 nays.**

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/yM5p1oUGSq>.*

Respectfully submitted,

  
Bryan Morris, Community Development/Public Works Director

  
Planning Commission Chairperson