



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 22, 2022 @ 5:30-6:00 p.m.

@ NAPAVINE CITY HALL

COUNCIL CHAMBERS

AGENDA:

- **2023 Budget Meeting #3**
Draft Preliminary Budget

407 Birch Ave SW, P. O. Box 810
Napavine, WA 98565
Phone: (360) 262-3547
Fax: (360) 262-9199
www.cityofnapavine.com



Shawn O'Neill, Mayor
Rachelle Denham, City Clerk
Michelle Whitten, City Treasurer
Bryan Morris, Public Works &
Community Development Director
John Brockmueller, Police Chief

NOTICE OF PUBLIC HEARING Budget Revenues and Ad Valorem Tax for 2023 Budget

Notice is hereby given that the Napavine City Council has scheduled a public hearing to be held on Revenues for the 2023 Budget.

WHEN: Tuesday, November 22, 2022

TIME: 6:00 p.m.

**WHERE: Napavine City Hall, 407 Birch Ave. S.W.
Napavine, WA 98565**

Public comment will be received by the Napavine City Council on the proposed Budget Revenues and Ad Valorem Tax for the 2023 budget. Comments may be made in writing to the Napavine City Clerk, Rachelle Denham, at P.O. Box 810, Napavine, WA 98565, via email to rdenham@cityofnapavine.com, or by appearing before the Napavine City Council.



CITY COUNCIL MEETING AGENDA
Tuesday – November 22, 2022 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

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

Ivan Wiediger,
Council Position No.2
iwiediger@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

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

****WORKSHOP-2023 BUDGET MEETING #3 DRAFT Preliminary Budget @ 5:30-6:00 PM****

****Public Hearing – Budget Revenues and Ad Valorem Tax @ 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– November 8, 2022
 - 2) Budget Workshop #2 Meeting Minutes 2023 Budget Expenditures & Projects – November 8, 2022

- VII. STAFF & COUNCIL REPORT

- VIII. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) Oath of Office Reserve Officer Dave Sims – Mayor O'Neill
 - 3) ORD 636 -Ad Valorem Tax 2023 – M. Whitten
 - 4) Resolution 22-11-136 Property Tax Levy 2023 – M. Whitten
 - 5) AM22-13 AT&T Cell Tower Location Site Change – B. Morris
 - 6) AM22-14 Liquor License Renewal Plaza Jalisco – R. Denham
 - 7) AM22-15 Court & PD Lobby Project MDK Contract – L. DeWitt

- 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
 November 8, 2022, 6:00 P.M.
 Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Pro Tem Duane Crouse called regular city council meeting to order at 6:03 pm.

INVOCATION:

Invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Duane Crouse led the flag salute.

ROLL CALL:

Council members present: Mayor Pro Tem Duane Crouse, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, and Heather Stewart Councilor #4.

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

MOVED:	Heather Stewart	Motion: Excuse Councilor Mayor Shawn O'Neill and Don Webster Councilor #3
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

CONSENT/APPROVAL OF AGENDA

MOVED:	Ivan Wiediger	Motion: Approval of Agenda- As Presented
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

MOVED:	Brian Watson	Motion: Approval of Minutes - Regular Council Meeting, on October 25, 2022
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

APPROVAL OF MINUTES FROM BUDGET WORKSHOP #1 BUDGET EXPENDITURES & PROJECTS MEETING

MOVED:	Heather Stewart	Motion: Approval of Minutes – Workshop Budget #1 Meeting, on October 25, 2022
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

Rachelle Denham – City Clerk

- Housing Action Plan Open House will be held on 11/10 at 6:00 PM, City Hall. Bryan is hoping for a good turnout. The school is sending out notices to all parents.

John Brockmueller – Chief of Police

- The two patrol cars are in Olympia being outfitted, slow process, almost a year. The chief has a new addition to the PD a Reserve Officer, Dave Sims and hopes to get him sworn in at the next council meeting, 11/22. Recently attended the Career Day at the high school, it was a good time! Operations are normal.

Bryan Morris – PW/Community Development

- BP Arco has been permitted. There is an easement for BP to access sewer line on the agenda for tonight. Next council there will be an Action Memorandum to change the location of cell tower. On 11/7 there was a workshop on impact fees with the Napavine School District. The next workshop will be January 2, 2023, at 5:00 pm. It would be nice to have good attendance.

Michelle Whitten – City Treasurer

- Michelle followed up with the Trunk or Treat event. It was a good fun time and figured about 400 kids came through. Looking forward to next year and working with the chief and fire dept to make it bigger and better!

Planning Commission – Deborah Graham

- Followed up on Bryan’s information and Informed council about the next workshop with the school discussing impact fees will be held on January 2, 2023, at 5:00 PM.

NEW BUSINESS

VOUCHERS- M. WHITTEN

November 8, 2022, First Council Meeting, Accounts Payable: 37863-37886; \$27,249.17, Payroll Vendors: 3860-62; \$4,588.03, Electronic Payments dates EFT20221106,08-11; \$735.17, Electronic Payroll; EFT*20221101-05/07; \$28,763.42, ACH Direct Deposit: 10/27/2022; \$26,330.42, ACH Direct Deposit: 11/4/22; \$17,695.74. Vouchers Grand Total: \$105,361.95.

MOVED:	Ivan Wiediger	Motion: Approval of the Vouchers dated November 8, 2022, First Council Meeting
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

RESOLUTION 22-06-135 SURPLUS 1998 CHEVY SNOWPLOW – B. MORRIS

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 22-06-135 surplus 1998 Chevy Snowplow.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

BP SEWER LINE EASEMENT – B. MORRIS

This is the final draft easement agreement. The sewer main comes on the NE corner of the South side of Taco Bell and is located on private property. Legal Counsel clarified that the easement is for accessing the private property giving permission to the City of Napavine to maintain the main sewer line if they need to.

MOVED:	Ivan Wiediger	Motion: Approval to have Mayor ProTem sign the BP sewer line easement.
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

PND ENGINEERS, INC AGREEMENT | PROJECT: MAYME SHADDOCK PARK SHELTER & RESTROOM DESIGN – B. MORRIS

MOVED:	Heather Stewart	Motion: Approval to have Mayor ProTem sign the PND Engineers Inc Agreement.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS: No Comments

ADJOURNMENT:

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Heather Stewart	
<i>Discussion: Meeting Adjourned at 6:21 p.m.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 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/jW25pAA1B0> (Workshop Meeting) <https://fccdl.in/HG3Noviagl> (Council Meeting)

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
SPECIAL MEETING (BUDGET #2 WORKSHOP)
November 8, 2022, 5:15-6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

COUNCIL MEMBERS PRESENT:

Mayor Pro Tem Duane Crouse, Councilor #1 Brian Watson, Councilor #2 Ivan Wiediger, and Councilor #4 Heather Stewart. *Mayor Shawn O'Neill and Councilor #3 Don Webster were not present.

CITY STAFF MEMBERS PRESENT: City Clerk Rachelle Denham, Treasurer Michelle Whitten, Public Works/Community Development Director Bryan Morris, Police Chief John Brockmueller, and Court Administrator Lacie Dewitt.

ROUND TABLE DISCUSSION TOPICS:

Budget Review 2023-

Current Expense 001 Fund

Revenues –

- Slight increase due to Housing Action Plan Grant (will spend some in 2022 & 2023)
- Property tax kept at status quo Council has the option to increase the 1% or an additional \$3,468.71 (previous estimate was \$360,000 for the year which is split 50/50 with City Street. Highest limit was only \$346,464)
- Sales and Use tax it continuing to climb and so increased by an additional \$17,000
- In speaking with Community Development Building permits are expected to decline and lowered the expectation by \$42,000

Expenditures

- Court Clerk is at 32 hours a week and Judge would like to see increased to 40 hours. This will increase expenditures by \$14,352.
- Law Enforcement increase of \$46,000 (wages/benefits/fuel etc) They would like to have an additional officer with an additional cost of estimated \$65,586.00.
- Community Development increase due to wages and expending HAPI grant.

Park Improvement Fund 004

Revenues-

- Real Estate Excise Tax has increased over the previous 2 years
- Grant from Lewis County for Mayme Shaddock Park of \$470,000.00

Expenditure

- Mayme Shaddock Park Improvement

General Capital Equipment Fund 005

Revenues-

→ Grant from AOC for courtroom improvements (estimate \$43k)
Expenditure

- Courtroom Improvements

City Street Fund 101

Revenues-

→ Revenues remain flat with a transfer from Current Expense into City Street for \$10,000
Expenditures

- Status quo with wage increase

Street Improvement Fund 105

Revenues-

→ Slight increase to Real Estate Excise Tax
→ Transfer from Street Fund of \$2,000 and General fund of \$40,000
Expenditures

- Rush Rd improvements grant

Criminal Justice Fund 110

Expenditures

- Purchase of new patrol car (on order)

Local Recovery Fiscal Funds 115

Revenue- No Changes

Expenditures – Spend funds for City projects

Project Planning 305

Revenue

- Slight increase of Real Estate Excise Tax

Water Fund 401

Revenue

- Decrease of Water Connection Fees of over \$60,000

Expenditures

- Water comp Plan \$100,000
- Transfer of \$30,000 to Water System CI and Water Capital Improvement

Water System Improvement Fund 402

Revenue

- Decrease of Water Connection Fees and Water infrastructure Fee of \$74,000

Wastewater Fund 406

Revenue

- Decrease of Sewer Connection Fees of \$50,000

Expenditures

- Chehalis Wastewater fee increasing \$65,168

Wastewater System Improvement Fund 408

Revenue

- Decrease of Sewer Connection Fees and Wastewater Infrastructure fee of \$65,000

Expenditure

- Grant for Jefferson Station \$1.7 million (**Correct amount is \$1.175 million**)

Street Capital Equipment Fee 102

Sewer Capital Equipment Fee 409

Water Capital Equipment Fee 411

These 3 funds will have a total of \$45,000 transferred into for the purchase of the new backhoe for Public Works for approximately \$160,000- which they have been saving for.

- **Treasurer, Michelle Whitten**

- Michelle provided the council with 2022 estimated year-end balances to date & 2023 Preliminary Budget Revenues vs. Expenditures spread sheets. Discussions took place around questions council members asked. Michelle will take the updated information and prepare a “draft” 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 22nd 5:30-6:00****

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Clerk's Office
407 Birch Ave SW, P. O. Box 810
Napavine, WA 98565
Phone: (360) 262-3547
Fax: (360) 262-9199
www.cityofnapavine.com

To: Mayor and City Council

From: Rachelle Denham, City Clerk

RE: Clerk's Report for Council Meeting, November 22, 2022

Clerk Report:

- ❖ **October Billing Update:** We had nineteen (19) delinquent accounts that received 48 hr. door knocker reminders and out of those only four (4) accounts were shutoff. This is the first billing cycle that we started the door knocker reminders and are happy with the results.
- ❖ **City Policies & Procedures Manual:** I've started the process of working through the manual to make needed changes/updates. With the new Collective Bargaining Agreement there are many areas that coincide with our policies and would be very helpful if the information mirrored each other. My hope is to have a "draft" copy to you at the first council meeting in December.
- ❖ **Elected Officials Liability Workshop:** I'm in the process of scheduling this workshop for City Council and Planning Commission. Tentative dates are January 19th or 26th at 5:30pm.
- ❖ **Hearing Examiner:** Bryan Morris, Michelle Whitten, Rachelle Denham, and Duane Crouse met with Allen Unzelman on 11/9 to discuss the pro/cons of the city moving forward with a Hearing Examiner. It was very informative and seems like it would be a positive move for the city to go. I've reached out to Legal Counsel, Jim Buzzard on guidance for what next steps would be if the city decides to go with a hearing examiner.

**Napavine Police Department
Monthly Call Activity Report**

#	Type of Call
2	Abandoned/Disabled Vehicles
5	Accidents
1	Agency Assists
3	Alarms
1	Animals
	Arson
1	Assault Offenses
4	ATC (Attempt to Contact)
1	ATL (Attempt to Locate)
	Bad Checks
	Burglary
	Child Abuse/Neglect
1	Child Molestation/Rape/Comm
7	Civil/Public
	Death Investigations
2	Disorderly Conduct
4	Disputes
2	Drugs/Paraphernilia Violations
	DUI
	Eluding
	Fire
	Firearms
	Fireworks
	Forgery
2	Fraud/Scam Offenses
2	Harrasment
	Homicide
	Illegal Burn
7	Information/General
1	Juvenile
	Kidnapping/Abduction
	Littering
2	Lost/Missing/Found Persons

#	Type of Call
1	Malicious Mischeif
	MIP/Furninshing Liquor Mino
3	Noise
1	Overdose
1	Property/Lost/Found/Recovered
	Rescue-Minor/Major
	Robbery
	Runaway
3	Sex Offenses
	Shoplifting
1	Suicide/Threats/Attempts
	Shooting/Weapons/Explosives/Hazard
1	Suspicious Circumstances
8	Suspicious Person/Vehicle
5	Traffic - Criminal
2	Traffic - Infractions
1	Traffic - Other/Hazards/Patrol
1	Trespassing
1	Thefts/Larceny
1	Thefts (Motor Vehicle)/tmvwp/recstveh
	Vandalism
	Vehicle Prowl
	Violation City Ordinance/Nuisance
	Violation of Protection/Harrass Ord
8	Warrants/Wanted Person
	Welfare Checks
1	911 Hang Up
3	Hit & Run Accident

112

OCTOBER MONTHLY TOTAL

941

YEAR TO DATE TOTAL 2022



Voucher Activity 2nd Meeting Nov 2022

November 22, 2022 - November 2022 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 37887 6622631	Home Depot Credit Services 11/15/2022	\$43.29	\$43.29 Court Wire
Reference Number: 37888 Net Pay - 14507	Payroll Vendor 11/16/2022	\$1,531.83	\$1,531.83
Reference Number: 37889 Net Pay - 14508	Payroll Vendor 11/16/2022	\$872.91	\$872.91
Reference Number: 37890 Net Pay - 14509	Payroll Vendor 11/16/2022	\$2,821.66	\$2,821.66
Reference Number: 37891 0016926	BHC Consultants 11/3/2022	\$3,361.58	\$3,361.58 Services 9/24-10/21
Reference Number: 37892 INV126650 INV126651	Capital Business Machines 11/15/2022 11/7/2022	\$310.76	\$200.07 2022-Oct Copies \$110.69 2022 Court PD Copies Oct
Reference Number: 37893 2022*Nov Payment	City of Chehalis 11/15/2022	\$104,016.88	\$104,016.88 2022*Nov Installment
Reference Number: 37894 2022 Nov*rwwtp	City of Chehalis 11/15/2022	\$14,043.00	\$14,043.00
Reference Number: 37895 2022 Oct water81711.0	City of Napavine 11/15/2022	\$144.04	\$144.04 2022- 10/1-10/24 City Water/Sewer Maym
Reference Number: 37896 29635	Flannery Publications 11/1/2022	\$110.20	\$85.50 RFQ Ad Hapi grant

Reference	Date	Amount	Notes
29680	11/8/2022	\$24.70	Ord 634 Fuel Station
Reference Number: 37897	Joseph P. Enbody	\$1,900.00	
2022*Oct Indigent	11/1/2022	\$1,900.00	2022-Oct Indigent 10 Units
Reference Number: 37898	Les Schwab	\$31.38	
33700879345	11/15/2022	\$31.38	Flat tire PW
Reference Number: 37899	Lewis County Public Health De	\$224.00	
5465	11/1/2022	\$224.00	8 Water Testing Bacteria
Reference Number: 37900	Lewis County Sheriffs Office	\$484.68	
2022*Oct Evience	11/7/2022	\$407.43	2022- Oct Evidence Handling
2022*Oct jail	11/3/2022	\$77.25	1 bed day
Reference Number: 37901	Lewis County Treasurer	\$52.85	
2022*Oct CV	11/1/2022	\$52.85	2022 - Oct Court Remittance
Reference Number: 37902	Quill Corporation	\$75.42	
28818050	11/3/2022	\$75.42	2 Cartons Copy Paper
Reference Number: 37903	Sphere Protection Group Inc	\$100.00	
21-274	11/5/2022	\$100.00	2022-oct services
Reference Number: 37904	State Treasurer's Office	\$3,001.18	
2022*Oct Court	11/15/2022	\$3,001.18	2022*Oct Court
Reference Number: 37905	Transient Vendor	\$215.57	
Acc 1100.37 Refund	11/8/2022	\$215.57	Utility Deposit Refund ACC 1100.37
Reference Number: 37906	US Bank NA Cincinnati	\$26.00	
2022*Oct Bond Fee	11/15/2022	\$26.00	2022 - Bond Fee Oct 1-Oct 31

Reference	Date	Amount	Notes
Reference Number: 37907	Vander Stoep, Blinks, Jones &	\$2,200.00	
2022*Nov Judge	11/7/2022	\$1,100.00	2022-Nov Judge
2022*Oct Judge	11/7/2022	\$1,100.00	2022-Oct Judge
Reference Number: 37908	Vision Municipal Solution	\$262.53	
09-11002	7/20/2022	\$88.94	Check all emails and delete old
09-11012	7/15/2022	\$29.65	Cage email set up
09-11106	8/3/2022	\$29.65	Load RMM-Easley
09-111160	8/10/2022	\$59.29	whitten- email fix
09-11223	8/17/2022	\$55.00	Court password issues
Reference Number: 37909	Wilson Parts Corporation	\$102.73	
262857	11/2/2022	\$102.73	oil/oil filters PW
Reference Number: 37910	Zebra Computers	\$152.43	
20434	11/14/2022	\$152.43	Police Internet issues
Reference Number: EFT*20221112	Centurylink	\$56.32	
2022*11 206-T21-6528 954	10/20/2022	\$56.32	2022 - Well Telemetry 206T21 OCT
Reference Number: EFT*20221113	DE Lage Landen Financial Serv	\$463.56	
78093701	11/15/2022	\$463.56	2022 - 11/1-11/30 Sharp MX3071
Reference Number: Nov 18, 2022 -	Payroll Vendor	\$28,484.82	
ACH Pay - 14488	11/16/2022	\$1,522.64	
ACH Pay - 14490	11/16/2022	\$2,121.76	
ACH Pay - 14491	11/16/2022	\$1,517.48	
ACH Pay - 14492	11/16/2022	\$1,668.28	
ACH Pay - 14493	11/16/2022	\$1,171.90	
ACH Pay - 14494	11/16/2022	\$1,188.09	
ACH Pay - 14495	11/16/2022	\$2,011.50	

Reference	Date	Amount	Notes
ACH Pay - 14497	11/16/2022	\$2,650.08	
ACH Pay - 14498	11/16/2022	\$1,634.30	
ACH Pay - 14499	11/16/2022	\$1,962.14	
ACH Pay - 14500	11/16/2022	\$2,235.87	
ACH Pay - 14502	11/16/2022	\$3,058.56	
ACH Pay - 14504	11/16/2022	\$2,130.05	
ACH Pay - 14505	11/16/2022	\$1,810.88	
ACH Pay - 14506	11/16/2022	\$1,801.29	
Reference Number: 1523	Napavine Municipal Court	\$2,526.77	
2022 Aug Court Remittance	8/31/2022	\$2,526.77	2022 - Aug Court Fines to City
Total		\$165,089.62	

Accounts Payabl	29	21	130,858.52	3787/37891-37910
Payroll Vendors	3	3	5,226.40	3788-90
Electronic Payme	2	2	519.88	EFT20221112-13
Electronic Payrol	0	0	-	0
ACH Direct Depo	15	15	28,484.82	11/18/2022 Direct Dep
Total Vouchers	49	41	165,089.62	

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Reference	Date	Amount Notes
-----------	------	--------------

Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS 20th DAY OF Nov, 2022

ORDINANCE NO. 636

**AN ORDINANCE OF THE CITY OF NAPAVINE,
WASHINGTON, DETERMINING AND FIXING THE
AMOUNT OF REVENUE TO BE RAISED BY AD VALOREM
TAXES DURING THE CALENDAR YEAR 2023**

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

Section 1. The amount of revenue to be raised by Ad Valorem Taxes in the City of Napavine, Washington, during the calendar year 2023 shall be, and the same hereby is determined and fixed in the sum of \$360,000 (Three Hundred Sixty Thousand Dollars).

Section 2. Effective Date. This ordinance shall be in full force and take effect on January 1, 2023, pursuant to RCW 35A.12.130.

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 22nd day of November 2022.

Mayor Shawn O'Neill

Attest:

City Clerk, Rachelle Denham

Approved as to form:

City Attorney

PASSED: _____

PUBLISHED DATE: _____

EFFECTIVE DATE: _____



Ordinance / Resolution No. 22-11-136
RCW 84.55.120

WHEREAS, the Napavine City Council of City of Napavine has met and considered its budget for the calendar year 2023 ; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 346,464.38 ; and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2023 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 3,468.71 which is a percentage increase of 1.00 % from the previous year.

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 22 day of November, 2022 .

Three horizontal lines for signatures on the left and right sides.

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



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

**City of Napavine
Action Memorandum No. 22-13**

AM 22-13: AT&T Cell Tower Location Site Change

Originator: Bryan Morris, Public Works Director

Prepared Date: November 8, 2022

Agenda Date: November 22, 2022

Route to:	Department Head	Signature	Date
X No Objections	Bryan Morris		
X No Objections	City Clerk		

Review by Mayor Shawn O'Neill: _____

Attachment(s): Revised Site Plan

Fiscal Impact: yes no

Summary statement: Original project location had too many constraints with ingress/egress/easement requirements. Project was relocated to the gravel parking lot to reduce the requirements and is an overall better fit for the proposed project.

Staff Recommendation:

- Approval to move the location site of the cell tower from original proposed location listed in original AT&T Lease Agreement.



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

**City of Napavine
Action Memorandum No. 22-14**

AM 22-14: Notice of Liquor License Renewal

Originator: Rachele Denham, City Clerk

Agenda Date: November 22, 2022

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

Review by Mayor Shawn O’Neill: _____,

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

- 1) Plaza Jalisco expires February 28, 2023.

Fiscal Impact: yes no

Summary statement: The City received on November 09, 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:

- Council approves liquor license renewal for Plaza Jalisco.



Washington State
Liquor and Cannabis Board
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

MAYOR OF NAPA VINE
CITY HALL
NAPA VINE, WA 98565



Washington State
Liquor and Cannabis Board

PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

November 06, 2022

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 11/06/2022

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPA VINE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20230228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. PIEDRA CHINA, INC.	PLAZA JALISCO 120 BIRCH SW NAPA VINE	079097	SPIRITS/BR/WN REST LOUNGE +
	WA 98532 0000		



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

**City of Napavine
Action Memorandum No. 22-15**

AM 22-15: Police Department & Municipal Court Lobby Construction (ARPA)

Originator: Lacie DeWitt, Court Administrator Agenda Date: November 22, 2022

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

Review by Mayor Shawn O’Neill: _____,

Attachment(s): Quote from MDK Construction, Inc.

Fiscal Impact: yes no (ARPA Funds will be used)

Summary statement: We have been working with local construction companies to get bids on our new lobby construction for both the Police Department and Court Office. Bids have been received from three separate construction companies. After careful consideration we are asking to go with MDK Construction, Inc. due to their ability to meet timelines and begin the project in the timeliest manner.

Staff Recommendation:

- Approve project proposal from MDK Construction, Inc.

MDK Construction, Inc.
 305 East Summa St
 Centralia, WA 98531
 360-623-1320
 www.mdkconstruction.com

SAB-22-10-2185

CONSTRUCTION CONTRACT

Customer name City of Napavine	phone and email (360)262-9344 Attn: Bryan Morris
Billing address P.O. Box 810 Napavine, WA 98565	Job name Add 2 Foyers with transaction windows & powered voice communication systems
Jobsite address (if different) 407 Birch Street, Napavine, WA	Jobsite phone/fax

A. SCOPE OF WORK The following contract documents identify the entire scope and detail of the work to be performed by the Contractor. The contract documents consist exclusively of the following: *(check one or more as applicable)*

- This contract, including the General Conditions and Notice to Customer.
- Drawings ____ pages, dated _____, prepared by _____
- Attachment A (scope of work)
- Maintenance Guide
- Scope of work as set forth below:

B. DEPOSIT Deposit required? Yes No If yes, amount \$ _____ Due date: _____

C. PRICE Customer agrees to pay Contractor under one of the two following options: *(Check one box below)*

- Option 1. Fixed Price** Contract price \$ 24,773.95 (permit included not included)
 - Sales Tax \$ 1,932.37
 - Total price \$ 26,706.32

Option 2. Cost Plus

Contractor's estimate: \$ _____ before sales tax. The actual price charged may turn out to be more or less than the estimate. Customer shall reimburse Contractor for all costs, including materials, rentals, subcontractors, permits, fees and pay a markup of fifteen percent (15%) on all costs. Customer shall also pay for labor at the following hourly rates:

- Project Management: \$105
- Site Supervision: \$101
- Carpenter: \$99
- Laborer: \$95

By signing below, Customer agrees to the terms above and to the General Conditions that follow.

Customer	Date	<u>Steve Barnett</u> Steve Barnett, Sales Manager MDK Construction, Inc.	<u>11/18/2022</u> Date
----------	------	--	---------------------------

GENERAL CONDITIONS

1. SCHEDULING. MDK Construction, Inc. (hereinafter, "MDK") will expeditiously complete the work, subject to unforeseen site conditions, force majeure, pandemics, unavailability of materials and/or subcontractors, unavailability of utilities, access to the worksite, delays in communications with Customer or his/her representatives, inclement weather, illness or injury, insufficient or unworkable drawings or specifications, permit / building department issues, changes in the work, untimely payment from Customer, and/or any other cause beyond MDK's control. MDK shall be entitled to additional time and/or compensation if there are delays or scheduling changes not caused by MDK, including but not limited to: (1) the job site not being ready for MDK to start work; (2) MDK having to halt or suspend its work after the project has started; (3) MDK having to accelerate its work, such as working after normal working hours and/or on weekends and/or (4) MDK having to perform work out of normal sequence.

2. PAYMENT. Payment for each invoice is due to MDK no later than seven (7) days after the invoice date. If a deposit is required, MDK reserves the right to credit the deposit upon the final invoice. Customer shall not be entitled to withhold any retainage or retention from progress payments to MDK. MDK may suspend work if payment is not timely made. Any accrued balance owing and unpaid to MDK, regardless of whether the amount in dispute is liquidated or unliquidated, shall bear interest at 1.5% per month from the date payment is due.

3. CHANGES IN THE WORK. Any request for a change in the work shall be made directly to MDK or to a lead person designated by MDK. Changes preferably should be executed in a signed written change order. If Customer verbally authorizes a change in work, and no change order gets executed in writing, the new work will be paid for based on the "Cost Plus" formula on page one of this agreement, regardless of whether the contract amount is a fixed price. Customer shall be obligated to pay MDK at MDK's hourly rates for time preparing change orders that Customer later decides not to proceed with. MDK reserves the right to decline a request to perform extra or changed work.

4. ALLOWANCES. Allowances are applicable only if the contract is based on a fixed price on page one. An allowance is a dollar value assigned by MDK to a certain item or component of the work, which is part of the fixed contract price, but which has not yet been specified by the parties. Customer's subsequent selections pertaining to an allowance item may increase or decrease the contract price if Customer's selection differs in price from the allowance amount below and/or if the Customer's selections result in additional labor or costs not anticipated by MDK.

Allowance Item	Amount
___Electrical work_____	\$_1,500_____
_____	\$_____
_____	\$_____

5. CORRECTIONS. Customer shall not repair or replace any alleged defective work of MDK until after MDK is provided with written notice and reasonable opportunity to repair or replace it. Otherwise, Customer accepts the work at issue "AS IS" and waives all claims concerning it. In the unlikely event that Customer remains unsatisfied with MDK's repair after providing MDK with reasonable opportunity to repair or replace the alleged defective work as stated above, and Customer chooses to hire a third party to repair or replace the work at issue, Customer shall first provide MDK with written notice and reasonable opportunity for MDK to take photos of MDK's work at the job site prior to undertaking repair or replacement of the alleged defective work. Otherwise, any disagreement between Customer and MDK as to the state of MDK's work when MDK's services were terminated shall be resolved in favor of MDK and Customer shall be deemed to have accepted all the work in question "AS IS" and waives any claim concerning it.

6. PUNCH LIST. At such time that MDK determines that the work is substantially complete, MDK shall notify Customer of substantial completion. Customer may review the work performed by MDK and identify in writing any items that Customer believes should be corrected or completed. This is called a punch list. If a punch list is prepared, there shall be only one punch list and it shall be signed and dated by Customer and MDK. Customer may hold back the lesser of \$10,000 or 5% of the contract price while MDK performs the punch list work. MDK shall complete the punch list items for which MDK is contractually responsible. Upon MDK's completion and/or correction of the work identified on Customer's single punch list, the final payment shall be paid within five days to MDK.

7. WARRANTY. MDK warrants that all of its construction work will be performed in a workmanlike manner consistent with industry standards / the performance criteria contained in the current edition of the National Association of Home Builders publication, *Residential Construction Performance Guidelines* (RCPG). MDK will repair or replace, at its expense, any of its work that does not meet these standards, subject to the conditions and limitations below. Alternatively, MDK may hire another company to perform MDK's warranty work. The decision as to whether MDK or another company performs MDK's warranty work shall be made exclusively by MDK. If Customer or its agent repairs or replaces MDK's work, Customer shall not be entitled to any reimbursement from MDK.

One-Year Period. MDK's warranty expires one year after: (1) the day MDK's scope of work is substantially completed, (2) the last day that MDK performs work at the project (repair work and warranty work do not count), (3) the date the building department passes the final inspection for the project or (4) the date of MDK's final invoice to Customer, whichever occurs first. Warranty work shall not extend the warranty period.

Notice Procedure. MDK must be given written notice of a warranty claim before the one-year warranty period expires. No lawsuit may be filed for any warranty claim that is not delivered in writing to MDK before the one-year warranty period expires.

Full Payment as Condition Precedent. Full payment of MDK's final invoice within 30 days after the date of the final invoice is a condition precedent to the operation of MDK's warranty. If Customer disputes MDK's final invoice in good faith and Customer desires to not fully pay MDK's final invoice, but nonetheless desires to have the warranty, then Customer shall deposit the unpaid balance with a third party mutually agreed upon in writing between the parties to remain there until written agreement between the parties or the order from a court of competent jurisdiction. If Customer does not pay the full balance of the final invoice to MDK or deposit said funds in the manner described within 30 days after the date of MDK's final invoice, then MDK's warranty is null and void and Customer forfeits any breach of warranty claim that Customer might otherwise have.

Additional Four Months for Lawsuit Filing. Any lawsuit that is filed against MDK alleging a breach of warranty must be filed in a court of competent jurisdiction no later than four months after expiration of the one-year warranty, otherwise it shall be time-barred.

Manufacturer's Warranty. MDK's warranty applies to MDK's workmanship only. MDK's warranty does not apply to any manufactured item such as appliances, fixtures, materials or products.

8. NO LIABILITY ITEMS. MDK shall not be responsible or liable to Customer for any of the following items:

1. Safeness or function of design(s) furnished by Customer or his/her agents.
2. Defects caused by preexisting conditions.
3. Defects in appliances, fixtures, materials or products. Customer must look to the manufacturer's warranty, if any.
4. Damage or loss caused by chemical, biological or toxic substances that may be part of any building material utilized in construction.
5. Cracks in concrete 1/4-inch in width or less.
6. Cracks in sheetrock and/or drywall 1/16-inch in width or less.
7. Nail pops and blisters not readily visible at a distance of 6 feet or more under normal lighting conditions.
8. Open joints or separations between floorboards of finished wood 1/8-inch in width or less.
9. Cracking in paint due to expansion/contraction of wood or the elements. This exclusion includes cracking or bleeding of caulking.
10. Floor squeaks on remodeling projects. If new construction, those floor squeaks not brought to MDK's attention in writing within the warranty period. Warpage, cupping or shrinking of hardwood floors. Hardwood floors are beautiful but have drawbacks. One drawback of hardwood flooring is the possibility of warpage, cupping or shrinkage. A moisture variation of as little as 2% may warp or cup hardwood flooring. MDK will be responsible for hardwood floors until occupancy. Customer will assume responsibility for any warping or cupping not stated on the punch list.
11. Microorganisms, fungus, moss, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, and electromagnetic field or emission, including any claim of health or safety risk based on any of the foregoing.
12. Warpage or loosening of doors or hardware due to temperature changes, house settling and/or expansion/contraction unless the doors become inoperable or cease to be weather resistant.
13. Discolorations due to the elements, light, rain runoff, weathering, leaching of salts, bleaching or normal wear and tear.
14. Variation in stain color. All items that are stained will normally have a variation of colors because of the different textures and species of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions are not considered defects.
15. Exact matching of existing finishes.
16. MDK will not inspect or test for the existence of hazardous substances or materials. MDK assumes no responsibility for exposing, disturbing, or otherwise causing any damage as a consequence of MDK's work with regard to hazardous substances or materials.
17. Exterior. MDK is not liable for landscaping, grading, bulkheads, earth movement, or instability of soil or earth, or freezing of hose bib outlets, warpage of exterior French doors or storm doors.
18. Problems caused by improper care or maintenance including failure to follow the builder's or manufacturer's maintenance recommendations and failure to maintain proper environmental conditions, including proper temperatures and humidity levels.

9. UNFORESEEN SITE CONDITIONS. The contract price is based on the assumptions that:

1. There are no physical conditions at the site differing from those ordinarily encountered and generally recognized as inhering in the proposed scope of work.
2. There are no conditions or occurrences at the site that will impede or delay MDK in performance of its work.
3. There is adequate access to the subject property, including a driveway that can handle MDK's trucks and equipment without damage.
4. If new construction, the soil is suitable for building and no compaction, excavation, or filling will be necessary beyond the usual and customary excavation and grading for new construction.
5. If a remodel, the foundation, structural support and mechanical/electrical/plumbing systems are all code compliant and suitable for MDK's scope of work.
6. There is no dry rot, insect infestation, asbestos or any other condition that negatively affects MDK's scope of work.
7. All conditions in the premises comply with the building code.

If any of these assumptions turns out to be incorrect, Customer shall be responsible to fairly compensate MDK for all additional work performed by MDK that is necessary to complete MDK's scope of work.

10. PRICE ESCALATION. If this is a fixed price contract, the contract price is based on building material prices in effect as of the date of this agreement. If the price of any building material pertaining to the work on this project increases more than five percent (5%) from the date of this agreement through the date of any building material purchase, MDK shall have the right to pass on the material price increase to Customer via a corresponding increase to the contract price.

11. BUILDING CODES AND PERMITS. In the event that a building department or other government agency requires extra work to be performed, or in the event that MDK uncovers or discovers defects or problems in the existing structure which should be corrected to conform to safety requirements or standard construction practices, MDK will advise Customer of any changes in the required work and will propose a change order to Customer.

12. WORK OF CUSTOMER AND OTHERS. Customer shall not perform any work at the project within the scope of this agreement until after MDK has finished its work and has been paid in full. Customer shall be responsible for all additional costs incurred by MDK resulting from the work of Customer. MDK is not responsible for any work performed or materials supplied by Customer or other persons or companies hired by Customer.

13. NO TRANSFER OR ASSIGNMENT. This contract, including the warranty, may not be assigned by either party to any other person or company without the express written and signed consent of the other party. This prohibition of assignment applies not only to the assignment of rights to compel performance but also to the assignment of any claim or cause of action, including but not limited to claims for breach of contract, breach of warranty, tort and indemnification. Notwithstanding the foregoing, MDK may subcontract portions of its scope of work to licensed subcontractors.

14. TERMINATION. If Customer terminates this agreement without cause prior to completion of MDK's work, then in addition to any other damages to which MDK may be entitled, MDK shall be entitled to its lost profits, which the parties agree shall be a liquidated sum in the amount of ten percent (10%) of the portion of the work that has not been completed at the time of termination. For purpose of the preceding sentence, "cause" means that MDK has materially breached the contract.

15. NON-DISPARAGEMENT. The parties agree that they will not directly or indirectly make or cause to be made any negative or disparaging comment, statement or review concerning the other party on social media or any website. A party breaching this section shall be obligated to pay liquidated damages of \$100 per day to the other party until the negative or disparaging comment or statement is removed.

16. LIMITATION OF REMEDIES AND LIABILITY. MDK shall not be liable for consequential damages, including but not limited to damages incurred by Customer for delays, loss of income, profit, financing, storage, transportation, rental, food, reputation or investigation expenses relating to repair, or any other costs due to loss of use, inconvenience or annoyance. MDK's maximum liability to Customer for all damages arising from work performed under this agreement, including defects, loss, liability and injury and attorney fees and costs arising therefrom (hereinafter in this Section, "Damages") shall not exceed the amount of money that Customer paid to MDK under this agreement, except to the extent, if any, that said Damages are covered by MDK's insurance policy. These limitations of remedies and liability are reflected in the contract price and/or rates. Prior to commencement of services, increased liability limits may be negotiated upon Customer's written request and agreement to pay additional compensation to MDK.

17. TIME LIMIT TO FILE LAWSUIT. No lawsuit may be filed against MDK as to any claim, known or unknown, arising from this agreement and/or this project, including but not limited to claims of breach of contract, breach of warranty, tort, indemnification, or claims based on equitable principles, unless the lawsuit is filed within four months after the expiration of MDK's one-year warranty period.

18. VENUE. If a lawsuit is filed concerning this agreement, venue shall be in the county where the project is located.

19. ATTORNEY FEES. If a lawsuit is filed concerning this agreement, the provisions of RCW 4.84.250 through 4.84.300 shall apply, except as provided herein. The maximum dollar limitation in RCW 4.84.250 shall not apply. In applying RCW 4.84.280, the time period for serving offers of settlement on the adverse party shall be the period not less than one (1) month and not more than five (5) months after completion of the service and filing of the summons and complaint. An offer of settlement shall expire ten (10) days after service of the offer of settlement, unless accepted before then. For the plaintiff to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after netting claims and counterclaims, and exclusive of costs, must be more than the amount offered in settlement by the plaintiff. For the defendant to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after netting claims and counterclaims, and exclusive of costs, must be less than the amount offered in settlement by the defendant. If a payment is received by any party more than four (4) months after completion of the service and filing of the summons and complaint, the payment shall be disregarded for purposes of determining the prevailing party. The parties hereby mutually waive any and all other rights to attorney fees and costs that they might otherwise have whether by statute or common law.

20. ENTIRE AGREEMENT. This agreement represents the entire agreement of the parties, and supersedes all prior negotiations, representations and agreements between the parties, whether oral or written. The parties have not relied on any representation, estimate, prediction, guarantee, warranty, collateral contract or other assurance, except as provided in this agreement.

NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, Registration No. MDKCOI*055RJ and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 4/29/2023.

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

This bond is not for your exclusive use because it covers all work performed by this contractor. The bond is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

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

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

YOUR PROPERTY MAY BE LIENED.

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

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

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Signature of Customer

Date



Attachment A
SCOPE OF WORK

Proposal: SAB-22-10-2185

City of Napavine

Re: Vestibules with transaction windows

We propose to supply supervision, labor, equipment, materials, and subcontractors to install vestibule with transaction window in two rooms as follows:

Each vestibule to be approximately 60 square feet (roughly 8' x 8'; field fit).

Price includes a total of two new Birch doors and frames. Existing doors/frames relocated into new partitions to facilitate card lock access system and new doors/frames to replace existing.

Price includes new partition walls constructed of PT sill, 2x4@ 16" on center DF#2 framing with insulation and ½" sheet; taped textured and painted to match.

Price includes Reception counter transaction windows at each vestibule (2 total) with ½" thick, approximately 5' wide and 3' tall clear safety glass with hole for battery powered voice communication system and brushed stainless-steel drop-in counter style transaction trays.

Price includes door trims to match.

Price includes ACT ceiling modifications as required.

Price includes a \$1,500 allowance for electrical work to adjust light fixtures and relocate door access systems.

Price is based on prevailing wages.

Total (not including tax): \$24,773.95

Clarifications/Exclusions:

- 1) Price excludes engineering, permitting, testing and inspection.
- 2) Sales tax will be added at applicable rate.
- 3) Owner to provide contractor with power and water, as required.
- 4) Price excludes work not specifically indicated above.
- 5) Pricing valid if accepted within 30 days.
- 6) Our price is based on methods and materials indicated above. Final design may require price adjustment, if design deviates from work, methods or materials proposed; due to client requests, engineering or permitting.

TTU[®]-1DX

**Battery Powered
2-Way Talk Thru™
Electronic Communication System**

CRL™
A CRH COMPANY

The Battery powered Voice Communication System for High-Security and Isolation Booth

Today's security and isolation booths are often the best step you can take to protect your employees. But do they protect or help maintain your very important good will? Not if clerks and customers have to shout, growl and repeat themselves to be heard or understood.

Norcon's patented TTU-1DX Talk-Thru Communicator is a 2-way, hands-free audio system that provides high-quality personal communication between people separated by security or isolation barriers. It is the most widely used system of its type in the U.S., and the world.

The TTU-1DX is ideal for applications where running a power cable would hinder the cosmetics of the isolation booth.

HOW IT WORKS...

The Norcon TTU system permits hands-free communication between the booth attendant and the customer. Vox circuitry facilitates ongoing, clear, 2-way conversation at all times — as if the two parties were together in the same room.

The TTU-1DX Talk-Thru Communicator now incorporates circuitry to automatically attenuate the outside channel. If the gooseneck microphone is not used for a period of 30 seconds, the outside channel volume will be reduced

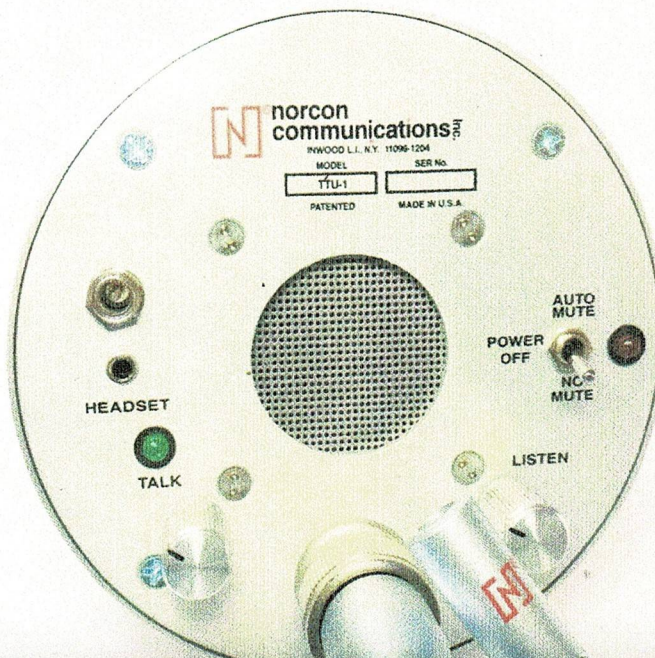
approximately 70%. Normal operation is restored as soon as the attendant speaks into the gooseneck microphone. The automatic volume attenuation circuit prevents outside noise from bothering the attendant.

The TTU-1DX provides clear communication even in environments with high ambient noise by shaping the sound for maximum intelligibility. Its compression circuitry decreases loud, annoying sounds.

The TTU-1DX is equipped with a Jack to add a headset or wireless headset. Simply plug the headset in and communicate. The headset consists of a boom mic and a single head phone speaker that covers one ear.

HOW TO INSTALL...

Installation of the TTU-1DX is a very simple, one-person operation. All that's needed is a 3 - 4 inch cutout in the barrier. All hardware and cable are supplied. Please specify barrier thickness when ordering. The TTU-1DX is supplied with a PS-8d charger. Simply plug the charger into the charger jack, located above the headset jack, and charge the batteries during on off-peak hours.



Norcon TTU-1DX Talk Thru System™

FEATURES

- Clear 2-way hands-free voice communication.
- Quality electronic design and engineering.
- Avoids yelling, repetition, misunderstanding.
- Now with removable XLR mic
- Rugged, tamper-resistant materials.
- Simple, one-person installation.
- Compact, contemporary design. Fits any decor.
- Bullet resistant option.
- Units available for ADA applications.
- Built in U.S.A with local and imported components
- Built in jack for headset

SPECIFICATIONS

MECHANICAL

- Outside face plate: Solid aluminum, anodized finish, tamper-resistant.
- Control housing (inside): Machined aluminum, anodized finish, tamper resistant.
- Size : Outside face plate 5 in. dia. x 1/2 in. deep. Inside control housing 5 in. dia. x 3 1/2 in. Deep. Microphone & gooseneck 18" long.(other lengths available)
- Weight: 4 lbs.
- Mounting: Partition hole 3 to 4 in. dia. (3 1/2 in. recommended) Specify barrier thickness when ordering.
- Panel controls: Listen volume, talk volume, on-off switch, headset jack.

ELECTRONIC

- Audio frequency response: Selectively shaped for maximum voice intelligibility
- Audio power: 2 Watts per amplifier (2 amplifiers)
- Distortion: Less than 2%
- Listen mode: 20db. compression
- Talk mode: Vox
- Microphones: Electret
- Power supply: Input: 90-240 VAC, 60 Hz
Output: 15 VDC, 1A
- Batteries: Ni-Cad .
Operation time 10 hours
Charge time 6 Hrs

Specifications are subject to change without notice.

Talk-Thru systems are shipped complete with cables, instructions, and power supply.

Other available models

- ♦ TTU-1AX Continuous AC powered unit complete . Housing depth is 2 1/2 in.
- ♦ TTU-1ABX same as TTU-1AX, but with bullet-resistant option(UL Level 1 or 3) Housing depth is 3 1/2 in.
- ♦ TTU-1DBX same as TTU-1DX, but with bullet-resistant option (UL Level 1 or 3) Housing depth is 4 in.
- ♦ TTU-3X Counter mount unit (no need to cut a hole in the glass)
- ♦ TTU-HS Headset for TTU products
- ♦ TTU-WHS Wireless headset for TTU products