



CITY COUNCIL MEETING AGENDA
Tuesday – December 27, 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

****Public Hearing – 2023 Final Budget @ 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– December 13, 2022
 - 2) Public Hearing Minutes 2023 Preliminary Budget – December 13, 2022

- VII. STAFF & COUNCIL REPORT

- VIII. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) ORD 638 Final 2023 Budget – M. Whitten
 - 3) ORD 643 Developer’s Agreement Cliff Morris – B. Morris
 - 4) ORD 644 Court Office Hours Change – R. Denham
 - 5) ORD 628-C Budget Amendment – M. Whitten
 - 6) Resolution 22-12-137 Capital Facilities Plan – M. Whitten & 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 REGULAR MEETING MINUTES

December 13, 2022, 6:04 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 6:04 pm immediately following the Public Hearing that was held for the 2023 Preliminary Budget that started at 6:00 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: Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, and Duane Crouse (Mayor Pro Tem) / Councilor #5.

City staff members present: City Clerk- Rachelle Denham, Treasurer – Michelle Whitten, PW/Comm Dev – Bryan Morris, Chief of Police – John Brockmueller, Court Administrator – Lacie Dewitt, and Eric Lanza – Legal Counsel.

ROLL CALL

MOVED:	Don Webster	Motion: Excuse Mayor Shawn O’Neill and Heather Stewart Councilor #4
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:	Don Webster	
<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 November 22, 2022
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

APPROVAL OF BUDGET WORKSHOP MINUTES FROM 2023 DRAFT PRELIMINARY BUDGET MEETING

MOVED:	Brian Watson	Motion: Approval of Minutes – Workshop #3 2023 DRAFT Preliminary Budget meeting on November 22, 2022
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

APPROVAL OF MINUTES FROM PUBLIC HEARING 2023 BUDGET REVENUES & AD VALOREM TAX MEETING

MOVED:	Ivan Wiediger	Motion: Approval of Minutes – Public Hearing Meeting on November 22, 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:

Lindsey Pollock- Lewis County Commissioner Dist. 2

- The National Guard Band will be at the Lewis County Courthouse on Friday, December 16, 2022, at 1 pm performing Christmas carols if anyone would like to attend.

Rachelle Denham – City Clerk

- The tablets have been ordered for council and mayor. I’m hoping to have the tablets set up early 2023 for council to begin using them in place of paper form at council meetings.

John Brockmueller – Chief of Police

- New patrol car has been equipped and is complete. The car seems to be accepted by the community and was in the parade for the Napavine Football Championship. The kids really liked the car and thanks to the council for the vehicle. Mayor Pro Tem Duane Crouse asked the chief if DUI and Arrests are counted as separate incidents on the stat report. Chief responded can be one of the same. Mayor Pro Tem also commented that the car looks sharp!

Bryan Morris – PW/Community Development

- School Beacon going North is not working but is warrantied. Due to supply issues, it could take up to six months for replacement. The water line upgrade is moving forward, and two reducer stations will be replaced from 10 to 12 inch and a 60 HP pump will go in the storage room. The city will be at 3000 gallon per minute fire flow, which is very good. In the last meeting Bryan stated that he received the \$3M TIB Grant for Rush Road. He also just was approved for the \$280k pre-level conditioning for Rush Road. The two lanes will be replaced this summer. Mayor Pro Tem said the city looks fantastic with all the Christmas lights and trees on Stella. Bryan will be making changes next year to make better.

Lacie DeWitt – Court Administrator

- Report is in writing.

Planning Commission – Deborah Graham

- Next Planning Commission meeting will next Monday, December 19th @ 6 pm and a Public Hearing for the Cliff Morris Project - Developers Agreement. On January 2nd at 5 pm Workshop Meeting with the Napavine School District.

Treasurer – Michelle Whitten

- The budget is done! The office was a bit crazy after Thanksgiving due to staff being sick.

Councilor #1 – Brian Watson

- The kids felt honored and it’s awesome the Tigers are State Champs. Mayor Pro Tem complimented the send off to state for the boys and it was nice seeing the community come together and show support.

Councilor #2 – Ivan Wiediger

- Echoed Councilor Brian Watson sentiments. The send off was great and thanked the police department for their support and work for the sendoff and parade.

Mayor Pro Tem – Duane Crouse

- The State Championship is a boost for the community and the team definitely deserves the recognition.

NEW BUSINESS

VOUCHERS- M. WHITTEN

December 13, 2022, First Council Meeting, Accounts Payable: 37916, 37920-52; \$202,132.04, Payroll Vendors: 37917-19; \$1,337.00, Electronic Payments dates EFT20221201-05; \$9,890.47, Electronic Payroll; SEFT20221206-14; \$43,447.51, ACH Direct Deposit: 12/5/2022; \$26,827.66, Addition Pay: 37953; \$1,971.30. Vouchers Grand Total: \$285,605.98. *Voided Checks: 37911-37915 / 37724; (\$633.50), 37818; (\$18.66) = \$284,953.82

MOVED:	Don Webster	Motion: Approval of the Vouchers dated November 22, 2022, Second Council Meeting
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

SET WORKSHOP DATE FOR PLANNING AND COUNCIL TO DISCUSS PUBLIC TRANSPORTATION BENEFIT DIST TAX – B. MORRIS

MOVED:	Don Webster	Motion: Set workshop date for January 10, 2023, at 5 pm.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

VISION SERVICE AGREEMENT: BILL OUTSOURCING – R. DENHAM

MOVED:	Brian Watson	Motion: Approval and to allow the mayor to sign the agreement for outsource billing.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

VISION SOFTWARE LICENSE AGREEMENT (I-CLOUD) – R. DENHAM

MOVED:	Don Webster	Motion: Approval and to allow the mayor to sign the agreement for I-Cloud.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

SUPPORT LETTER TO LEWIS COUNTY: RENAME THE RIFFE LAKE OVERLOOK TO “GARY STAMPER MEMORIAL OVERLOOK AT RIFFE LAKE – R. DENHAM

MOVED:	Ivan Wiediger	Motion: The city council of Napavine supports the proposed name change by allowing the mayor to sign the letter of support.
SECONDED:	Don Webster	
<i>Discussion: Councilor Brian Watson expressed his support for the letter of support.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

AM22-16 RUBEX GROWTH (EFILECABINET) CONTRACT (ARPA) – L. DEWITT

MOVED:	Don Webster	Motion: Approve AM22-16.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

SET PUBLIC HEARING DATE FOR SIX-YEAR TRANSPORTATION PLAN – B. MORRIS

MOVED:	Don Webster	Motion: Set workshop date for January 10, 2023, at 6 pm.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS:

- Bryan Morris asked if we could keep Rob Morris and Rylee Hutchison families in our prayers.

ADJOURNMENT:

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Don Webster	
<i>Discussion: Meeting Adjourned at 6:32 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 by contacting the city hall.

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
PUBLIC HEARING – 2023 PRELIMINARY BUDGET
December 13, 2022, 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Pro Tem Duane Crouse called the public hearing of the Napavine 2023 Preliminary Budget to order 6:02 pm.

INTRODUCTION:

Mayor Pro Tem Duane Crouse introduced himself as presiding over the public hearing.

PURPOSE OF HEARING:

To invite testimony from the community members and the public, regarding the Napavine 2023 Preliminary Budget before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the 2023 Preliminary Budget, any questions, please direct them to the mayor pro tem and he will direct staff and our Council members who may have the answers to address the question. Mayor Pro Tem would like to keep discussion to a minimum.

PROCEDURE:

Those wishing to testify are asked to speak clearly and tell the Council

- Your Name
- Your Address
- Who you represent

Opened Public Hearing:

Mayor Pro Tem Duane Crouse opened the public hearing and welcomed anyone wishing to speak to approach the podium.

No community members or general public testified to the Council

Closing of Public Hearing:

Mayor Pro Tem Duane Crouse announced, all testimony having been taken, the public hearing on 2023 Preliminary Budget is now closed ending time 6:03 pm.

Rachelle Denham, City Clerk

Duane Crouse, Mayor Pro Tem

Councilor

Voucher Report

Second Meeting December, December 27, 2022

Reference	Date	Amount	Notes
Reference Number: 37954	Office of Support Enforcement	\$228.00	
Child Support - 14533	12/19/2022	\$228.00	
Reference Number: 37955	Chehalis Outfitters	\$389.46	
037239	12/6/2022	\$389.46	Boot Waders 2 pair
Reference Number: 37956	City of Napavine	\$57.24	
2022*Oct Acc3229.0	10/11/2022	\$57.24	2022- Small Act Kindness Hydrant Use
Reference Number: 37957	eFileCabinet	\$6,887.12	
INV-5680	12/19/2022	\$6,887.12	12/14/2022-12/18/2025 User License
Reference Number: 37958	Emergency Vehicle Solutions LLC	\$19,148.88	
1073	12/14/2022	\$19,148.88	Outfit 2023 Dodge Durango Pursuit
Reference Number: 37959	Home Depot Credit Services	\$1,287.10	
40585405	11/15/2022	\$373.29	Submersible Pump
8514824	11/15/2022	\$913.81	Impact Wrench. Exten/Circ
Reference Number: 37960	Les Schwab	\$397.92	
33700878742	11/2/2022	\$397.92	PW Tires Rylee
Reference Number: 37961	Lewis County Auditor	\$297.50	
22-15309	12/15/2022	\$297.50	
Reference Number: 37962	Lewis County Fleet Svs.	\$1,044.79	
38804	12/5/2022	\$932.33	15 Dodge Charger - oil leak issues
38810	12/6/2022	\$112.46	22 Dodge Charger Oil Change
Reference Number: 37963	Lewis County Sheriffs Office	\$416.59	

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Reference	Date	Amount	Notes
2022*Nov Evidence	12/7/2022	\$416.59	2022- Nov Evidence Handling
Reference Number: 37964	Mountain Mist	\$32.92	
005124217	12/14/2022	\$16.46	5 gal water jugs City Hall
005124218	12/14/2022	\$16.46	5 gal water jugs PD Court
Reference Number: 37965	PND Engineers, Inc.	\$9,979.40	
2212084	12/20/2022	\$9,979.40	Engineering Services 10/31-12/4
Reference Number: 37966	Pocket Press, Inc.	\$108.90	
128391	12/15/2022	\$108.90	5 Criminal Law/5 Traffic
Reference Number: 37967	PumpTech LLC	\$486.12	
0185704-IN	10/27/2022	\$486.12	Single Point Switch Well 6
Reference Number: 37968	Transient Vendor	\$73.21	
2022*Dec Acc 1087.0	12/13/2022	\$73.21	Refund Overpayment 411 Meadow Lane
Reference Number: 37969	Transient Vendor	\$175.20	
2022*Dec Acc 1163.0	12/13/2022	\$175.20	Refund Overpayment 541 NW Fifth Ave
Reference Number: 37970	Transient Vendor	\$83.67	
2022*Dec Acc 1528.0	12/20/2022	\$83.67	Refund Overpayment 226 E Cedarcrest St
Reference Number: 37971	Transient Vendor	\$31.00	
2022*Dec Acc 1576.0	12/13/2022	\$31.00	Refund Overpayment 221 Hemlock Ct
Reference Number: 37972	Transient Vendor	\$221.55	
2022*Dec Acc 3114.4	12/13/2022	\$221.55	Refund Overpayment 813 W Grand Blvd
Reference Number: 37973	Transient Vendor	\$9.82	
2022*Dec Acc 3156.0	12/13/2022	\$9.82	Refund Overpayment 275 W Vine

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Reference	Date	Amount Notes
Reference Number: 37974	Transient Vendor	\$123.11
2022*Dec Acc 3249.0	12/13/2022	\$123.11 Refund Overpayment 306 Camden Way
Reference Number: 37975	Transient Vendor	\$242.76
2022*Oct Security Deposit Refund	10/11/2022	\$242.76 Security Deposit Refund
Reference Number: 37976	US Bank Corp Payment Syst	\$2,734.63
018320*FrontStreetGrill	12/4/2022	\$19.58 Front Street Grill
111-8192521-6480235*Amazon	12/2/2022	\$243.59 Amazon
113-1883985-1728256*Amazon	11/15/2022	\$72.18 Amazon
113-4203603-1589864*Amazon	11/17/2022	\$62.31 Amazon
126904*HarborFreight	11/15/2022	\$34.60 Harbor Freight
2022-11*CED	11/20/2022	\$186.22 CED
2022-11*FreeConfrenceCall	11/15/2022	\$3.24 Free Confrence Call
2022-11*TactorSupply2	11/22/2022	(\$41.00) Tractor Supply
2022-11*TractorSupply1	11/21/2022	(\$540.98) Tractor Supply
2022-11*TractorSupply3	11/22/2022	(\$215.98) Tractor Supply
2022-12*Texaco	12/2/2022	\$85.11 Texaco
20477*ZebraComputers	11/29/2022	\$44.09 Zebra Computers
27627593*QualityInn	11/7/2022	\$406.41 Quality Inn Tulalip
2925827384*CandlewoodSuitesHotel	11/30/2022	\$277.72 Candlewood Suites Hotel
302323094552347*Walmart	11/18/2022	\$30.25 Walmart
357408*TractorSupply	11/10/2022	\$341.77 Tractor Supply
377394557*WSFerries	12/4/2022	\$17.30 Washington State Ferries
403623*LaTerraza	11/9/2022	\$8.00 La Terraza Food Truck
403633*LaTerraza	11/10/2022	\$8.00 La Terraza Food Truck
462313729627348*SoftTouch	11/9/2022	\$12.45 Soft Touch Car Wash
462326027236133*Walmart	11/21/2022	\$22.68 Walmart
468050*McDonalds	11/7/2022	\$11.47 McDonald's
5446780*Chevron	12/4/2022	\$45.00 Chevron
58233758234090*SoftTouch	12/3/2022	\$12.45 Souft Touch Car Wash

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Reference	Date	Amount	Notes
624414*TractorSupply	11/9/2022	\$616.63	Tractor Supply
624635*TractorSupply	11/10/2022	\$603.81	Tractor Supply
629606*TractorSupply	11/29/2022	\$173.11	Tractor Supply
992*USPS	11/23/2022	\$60.00	USPS
AACZBK6GACAD*DairyQueen	11/8/2022	\$13.11	Dairy Queen
AD00715838568CUS*Adobe2022-11	11/25/2022	\$21.55	Adobe
GRCGD1000037918*GreenRiverCollege	11/16/2022	\$42.00	Green River College
GRCGR1000037917*GreenRiverCollege	11/16/2022	\$42.00	Green River College
INV177403152*Zoom	11/27/2022	\$15.96	Zoom
Reference Number: 37977	US Bank NA Cincinnati	\$26.00	
2022*Dec US Bank Fee	12/20/2022	\$26.00	2022 - Bond Fee Nov
Reference Number: 37978	Wilson Parts Corporation	\$247.77	
6152	12/6/2022	\$247.77	Dodge Ram Diesel Feed Pump
Reference Number: 37979	Zebra Computers	\$464.07	
20540	12/8/2022	\$464.07	Court Work Station Document
Reference Number: 37980	Quill Corporation	\$300.59	
29434404	12/7/2022	\$24.35	3 tab files
29449116	12/7/2022	\$162.06	calendars/ink/paper
29450494	12/7/2022	\$37.92	LC Treasurer
29515865	12/7/2022	\$76.26	Employees Only
Reference Number: Dec 1-15, 2022 Payroll	Payroll Vendor	\$28,645.51	
ACH Pay - 14532	12/19/2022	\$2,870.28	
ACH Pay - 14533	12/19/2022	\$1,524.30	
ACH Pay - 14535	12/19/2022	\$2,125.87	
ACH Pay - 14536	12/19/2022	\$1,506.94	
ACH Pay - 14537	12/19/2022	\$1,673.16	
ACH Pay - 14538	12/19/2022	\$814.40	

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Reference	Date	Amount	Notes
ACH Pay - 14539	12/19/2022	\$1,898.67	
ACH Pay - 14540	12/19/2022	\$2,015.63	
ACH Pay - 14541	12/19/2022	\$1,970.11	
ACH Pay - 14542	12/19/2022	\$2,692.88	
ACH Pay - 14543	12/19/2022	\$1,626.16	
ACH Pay - 14544	12/19/2022	\$1,893.68	
ACH Pay - 14545	12/19/2022	\$2,091.20	
ACH Pay - 14546	12/19/2022	\$1,797.96	
ACH Pay - 14547	12/19/2022	\$2,144.27	
Reference Number: EFT*20221215	Dept of Retirement Systems	\$6,098.11	
Emp Rtmt - 14532	12/19/2022	\$214.46	
Emp Rtmt - 14533	12/19/2022	\$254.67	
Emp Rtmt - 14535	12/19/2022	\$318.22	
Emp Rtmt - 14536	12/19/2022	\$197.98	
Emp Rtmt - 14537	12/19/2022	\$215.73	
Emp Rtmt - 14539	12/19/2022	\$255.38	
Emp Rtmt - 14540	12/19/2022	\$258.84	
Emp Rtmt - 14541	12/19/2022	\$132.60	
Emp Rtmt - 14542	12/19/2022	\$408.01	
Emp Rtmt - 14543	12/19/2022	\$260.06	
Emp Rtmt - 14544	12/19/2022	\$129.66	
Emp Rtmt - 14545	12/19/2022	\$324.59	
Emp Rtmt - 14546	12/19/2022	\$254.34	
Emp Rtmt - 14547	12/19/2022	\$154.93	
Taxable Retirement - 14532	12/19/2022	\$345.17	
Taxable Retirement - 14533	12/19/2022	\$155.89	
Taxable Retirement - 14535	12/19/2022	\$194.79	
Taxable Retirement - 14536	12/19/2022	\$121.19	
Taxable Retirement - 14537	12/19/2022	\$132.06	
Taxable Retirement - 14539	12/19/2022	\$156.33	
Taxable Retirement - 14540	12/19/2022	\$158.44	

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Reference	Date	Amount	Notes
Taxable Retirement - 14541	12/19/2022	\$213.41	
Taxable Retirement - 14542	12/19/2022	\$249.76	
Taxable Retirement - 14543	12/19/2022	\$159.19	
Taxable Retirement - 14544	12/19/2022	\$208.68	
Taxable Retirement - 14545	12/19/2022	\$218.68	
Taxable Retirement - 14546	12/19/2022	\$155.69	
Taxable Retirement - 14547	12/19/2022	\$249.36	
Reference Number: EFT*20221216	Dept of Treasury Internal Revenue Service	\$5,724.84	
Federal Income Tax - 14532	12/19/2022	\$615.20	
Federal Income Tax - 14533	12/19/2022	\$283.76	
Federal Income Tax - 14535	12/19/2022	\$352.11	
Federal Income Tax - 14536	12/19/2022	\$0.00	
Federal Income Tax - 14537	12/19/2022	\$197.40	
Federal Income Tax - 14538	12/19/2022	\$63.44	
Federal Income Tax - 14539	12/19/2022	\$318.27	
Federal Income Tax - 14540	12/19/2022	\$216.79	
Federal Income Tax - 14541	12/19/2022	\$362.02	
Federal Income Tax - 14542	12/19/2022	\$612.83	
Federal Income Tax - 14543	12/19/2022	\$137.44	
Federal Income Tax - 14544	12/19/2022	\$334.43	
Federal Income Tax - 14545	12/19/2022	\$404.48	
Federal Income Tax - 14546	12/19/2022	\$136.03	
Federal Income Tax - 14547	12/19/2022	\$420.64	
Medicare - 14532 (1)	12/19/2022	\$59.73	
Medicare - 14532 (2)	12/19/2022	\$59.73	
Medicare - 14533 (1)	12/19/2022	\$35.54	
Medicare - 14533 (2)	12/19/2022	\$35.54	
Medicare - 14535 (1)	12/19/2022	\$44.41	
Medicare - 14535 (2)	12/19/2022	\$44.41	
Medicare - 14536 (1)	12/19/2022	\$27.63	
Medicare - 14536 (2)	12/19/2022	\$27.63	

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Reference	Date	Amount	Notes
Medicare - 14537 (1)	12/19/2022	\$30.11	
Medicare - 14537 (2)	12/19/2022	\$30.11	
Medicare - 14538 (1)	12/19/2022	\$13.92	
Medicare - 14538 (2)	12/19/2022	\$13.92	
Medicare - 14539 (1)	12/19/2022	\$35.64	
Medicare - 14539 (2)	12/19/2022	\$35.64	
Medicare - 14540 (1)	12/19/2022	\$36.12	
Medicare - 14540 (2)	12/19/2022	\$36.12	
Medicare - 14541 (1)	12/19/2022	\$39.25	
Medicare - 14541 (2)	12/19/2022	\$39.25	
Medicare - 14542 (1)	12/19/2022	\$56.94	
Medicare - 14542 (2)	12/19/2022	\$56.94	
Medicare - 14543 (1)	12/19/2022	\$36.29	
Medicare - 14543 (2)	12/19/2022	\$36.29	
Medicare - 14544 (1)	12/19/2022	\$36.71	
Medicare - 14544 (2)	12/19/2022	\$36.71	
Medicare - 14545 (1)	12/19/2022	\$45.30	
Medicare - 14545 (2)	12/19/2022	\$45.30	
Medicare - 14546 (1)	12/19/2022	\$35.50	
Medicare - 14546 (2)	12/19/2022	\$35.50	
Medicare - 14547 (1)	12/19/2022	\$42.39	
Medicare - 14547 (2)	12/19/2022	\$42.39	
Social Security Tax - 14538 (1)	12/19/2022	\$59.52	
Social Security Tax - 14538 (2)	12/19/2022	\$59.52	
Reference Number: EFT*20221217 0547911223	US Cellular 12/2/2022	\$54.53	\$54.53 2022- 11/2-12/1 Mayor US Cell Phone
Reference Number: EFT*20221218 104979801-0009888	WAVE 12/17/2022	\$434.37	\$434.37 2022- WAVE Internet/Phone 12/19-1/18
Reference Number: EFT*20221219	WAVE	\$121.87	

Second Meeting December, December 27, 2022

Reference	Date	Amount	Notes
032776101-0009888	12/17/2022	\$121.87	
Reference Number: EFT*20221220	DE Lage Landen Financial Services	\$463.56	
78456686	12/10/2022	\$463.56	2022 - 12/1-12/31 Sharp MX3071
Total		\$87,038.11	

The Following Voucher/Warrants/Electronic Payments are Approved for Payment:

Accounts Payabl	60	26	45,267.32	37955-37980
Payroll Vendors	1	1	228.00	37954
Electronic Payme	4	4	1,074.33	eft20221217-20
Electronic Payrol	2	2	11,822.95	eft20221215-16
ACH Direct Depo	15	15	28,645.51	12/20/22 Direct Deposit
Total Vouchers	82	48	87,038.11	

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

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS DAY OF , 2022

**BUDGET ORDINANCE
ORDINANCE NO. 638**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF NAPAVINE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023**

WHEREAS, the City of Napavine, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expenses of government of the City for the fiscal year ending December 31, 2023; and

WHEREAS, notice was published that the City Council would hold a public hearing on December 27, 2022, at 6:00 p.m., in the council chambers of city hall for the purposes of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2023 during a regular city council meeting at 6:00 p.m.; and

WHEREAS, the City Council finds the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of the City for the fiscal year 2023 and being sufficient to meet the various needs of the City during that period;

NOW THEREFORE, the City Council of the City of Napavine, do ordain as follows:

SECTION 1. The budget for the City of Napavine, Washington for the year 2023 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, "City of Napavine 2023 Budget", copies of which are on file in the Office of the City Clerk.

SECTION 2. Estimated resources, including fund balances for each separate fund of the City of Napavine, for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the City of Napavine 2023 Budget.

Fund	Estimate Begin Balance	Estimated Revenues	Appropriations/ Expenditures	Estimated Ending Fund Balance
General Fund 001	919,081	1,376,762	1,450,405	845,438
Substance Abuse Fund 002	7,296	520	2,500	5,316
Park Improvement Fund 004	194,065	763,950	825,405	132,610
General Govmmt Equipment Fund 005	43,820	43,445	65,445	21,820
LEOFF Retiree Fund	100,000	7,000		107,000
Street Fund 101	154,051	217,130	220,435	150,746
Street Capital Equipment Fund 102	46,000	15,000	60,000	1,000
Street Improvement Fund 105	307,696	589,109	611,154	285,651
Local Fiscal Recovery Fund	405,797		276,522	129,275
Criminal Justice Funds 110	66,762	51,758	107,645	10,875
Project Planning Fund 305	348,861	70,150	80,000	339,011
Water Fund 401	897,458	499,195	652,456	744,197
Water System Improvement Fund 402	549,041	34,065	65,000	518,106
Water Deposit Trust Fund 404	5,115	-	2,500	2,615
Wastewater Fund 406	468,032	845,420	876,619	436,833
Wastewater System Improve Fund 408	652,441	41,050	60,000	633,491
Sewer Capital Equipment Fund 409	44,787	15,000	59,786	1
Water Capital Equipment Fund 411	44,787	15,000	59,786	1
LID 2011-1 Bond Redemption Fund 415	435,464	191,120	80,365	546,219
Private-Purpose Trust Funds 621	34,836	-	32,000	2,836
Total All Funds	5,725,390	4,775,674	5,588,023	4,913,041

SECTION 3. The City Treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditors' Office and to the Association of Washington Cities.

SECTION 4. Effective Date. This ordinance shall be in full force and take effect on January 1, 2023, pursuant to RCW 35A.12.130.

SECTION 5. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Passed by the City Council, of City of Napavine, at a regular open public meeting thereof this _____ day of December, 2022.

Mayor, Shawn O'Neill

Approved as to form:

Attest:

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

City Clerk, Rachelle Denham

PASSED: _____

PUBLISHED DATE: _____

EFFECTIVE DATE: 1/1/2023

AFTER RECORDING RETURN TO:

CITY OF NAPAVINE DEVELOPMENT AGREEMENT

REFERENCE NUMBER(S) of related documents: _____

CITY: City of Napavine, Washington

DEVELOPER: Clifford & Laura Morris, husband and wife

ABBV. LEGAL DESC: SE4, NW4, S26, T13N, R2E, W.M., LCW

Complete legal description on page 1 of document.

ASSESSOR'S TAX PARCEL NUMBER(S): 018151-006-000

THIS DEVELOPMENT AGREEMENT, dated as of December ____, 2022 is made by and between the City of Napavine, a municipal corporation (the "City"), and Clifford Morris and Laura Morris, husband and wife ("Morris" or "Developer").

RECITALS

- A. WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

- B. WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and
- C. WHEREAS, for the purposes of this development agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and
- D. WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and
- E. WHEREAS, Morris is the owner of property located at 609 Forest Napavine Rd. W., Napavine, Lewis County, Washington, all of which is located within the City limits (hereinafter referred to as the "Property") and legally described as follows:

Lots 1, 2, 3 & 4 of City of Napavine Short Plat No. 10-1422, recorded under Lewis County Auditors File No. _____, on _____.

- F. WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the "Development Agreement"), relates to the development of the Property; and
- G. WHEREAS, Morris intends to develop the Property as residential property in accordance with the City's Development Standards and Regulations, applicable zoning, and application materials previously submitted and approved by the City (the "Development"); and
- H. WHEREAS, pursuant to RCW 36.70B.170(4) a development agreement may obligate a party to fund or provide services or infrastructure or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and
- I. WHEREAS, the parties agree that the Development would require a 2" water line for service to the existing and proposed residential lots; and

- J. WHEREAS, both parties agree upgrading the required 2” water line to an 8” water line would be beneficial for the City’s water system as a whole; and
- K. WHEREAS, both parties agree that granting a utility easement to the City of Napavine as depicted on City of Napavine Short Plat No. 10-1422 (See Sheet 2 of 3, areas 7 and 8 identified as utility easement benefiting the City of Napavine), would be beneficial for the City’s water system as a whole; and
- L. WHEREAS, the parties enter into this agreement under the authority of RCW 36.70B.170, Napavine Municipal Code Chapter 12.04, and the “Standard Specifications for Municipal Public Works Construction” (the “Standard Specifications”); and
- M. WHEREAS, after a public hearing on December 19, 2022, by Ordinance No. _____, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The parties hereby accept, ratify, and adopt the foregoing recitals into this Development Agreement and incorporate them herein by reference as material terms hereto.
- 2. **Parties to Development Agreement.** The parties to this Development Agreement are:
 - a. The “City” is the City of Napavine, 407 SW Birch Ave., Napavine, WA 98532
 - b. The “Developer” or Owner is Clifford Morris and Laura Morris, husband and wife,
 - c. The “Landowner.” From time to time, as provided in this Development Agreement, the Developer may sell or otherwise lawfully dispose of all or a portion of the Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Development Agreement related to such portion of the Property.
- 3. **Development is a Private Undertaking.** It is agreed among the parties that the Development is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

4. **Term of Agreement.** This Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Development Agreement or upon the date of filing the short plat, whichever shall occur later, and shall continue in force for a period of five (5) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Development Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.
5. **Developer Obligations.** Morris/Developer will install 680 lineal feet of 8” (eight inch) water pipe, approximately ten (10) fittings, and 60 cubic yards of sand, to be placed in a 20’ utility easement as per City of Napavine Short Plat No. 10-1422; grant the City of Napavine the utility easements depicted on City of Napavine Short Plat No. 10-1422 (See Sheet 2 of 3, areas 7 and 8 identified as utility easement benefiting the City of Napavine); and install one (1) fire hydrant in the right-of-way as set forth in the engineered plans previously submitted and approved by the City. Furthermore, Developer shall build, construct, or develop the Property as set forth in the engineered plans submitted and approved by the City. Developer shall apply for any and all permits required by the City of Napavine prior to construction or development of the Property. Developer shall record this Development Agreement and the Short Plat upon receiving approval.
6. **City Obligations.** In exchange for the obligations of Developer contained in Section 5 of this Development Agreement, the City shall (a) waive three (3) sewer/water hookup fees on the Development; (b) waive permit fees for water line installation and one (1) fire hydrant to be placed in the right-of-way as set forth in the engineered plans previously submitted and approved by the City; (c) allow the private drive to remain as-is with a 20’ utility easement as noted on City of Napavine Short Plat No. 10-1422 ; and (d) immediate and final approval of the City of Napavine Short Plat No. 10-1422 (as such Short Plat is currently configured), subject to filing/recording the Short Plat with the County Auditor pursuant to RCW 58.17.065.
7. **Vested Rights of Developer.** During the term of this Development Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Development described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms, and conditions specified in this Development Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, including the Exhibits hereto,

or as expressly consented thereto by the Developer.

8. **Minor Modifications.** Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Development Agreement.
9. **Further Discretionary Actions.** Developer acknowledges that the City's currently adopted and existing land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations.
10. **Existing Land Use Fees.** Land use fees adopted by the City by ordinance as of the Effective Date of this Development Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.
11. **Default.**
 - a. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Development Agreement, to perform any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party and Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.
 - b. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Development Agreement may, at its option, institute legal proceedings pursuant to this Development Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Napavine Municipal Code for violations of this Development Agreement and the Code.

12. **Annual Review.** The City shall, at least every twelve (12) months during the term of this Development Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Development Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review. Developer/Landowner shall be responsible for any fees associated with the conducting the annual review.

13. **Termination.**

- a. This Development Agreement shall expire and/or terminate as provided below:
 - i. This Development Agreement shall expire and be of no further force and effect if the development contemplated in this Development Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Development Agreement shall extend the expiration date of any permit or approval issued by the City for any development.
 - ii. This Development Agreement shall expire or terminate and be of no further force and effect if the Developer does not construct the Development as contemplated by the permits and approvals identified in this Development Agreement.
 - iii. This Development Agreement shall terminate upon the expiration of the term identified in Section 4 or when the Property has been fully developed, which ever first occurs. For purposes of this section, Fully Developed shall mean completion of all of the Developer's obligations in connection therewith as determined by the City.
 - iv. This Development Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.
- b. Upon termination of this Development Agreement pursuant to subsections (a)(i) and (a)(ii), the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated.

14. **Effect upon Termination on Developer Obligations.** Termination of this Development Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination

of this Development Agreement or obligations to pay assessments, liens, fees or taxes. The obligation to install an 8" water line shall survive the termination of this Development Agreement.

15. **Effects upon Termination on City.** Upon any termination of this Development Agreement as to the Developer of the Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).
16. **Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Development Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action.
17. **Covenants Running with the Land.** The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.
18. **Amendment to Agreement; Effect of Agreement on Future Actions.** This Development Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Development Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the next five (5) years, as the City Council may deem

necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property five years from the anniversary date of the Effective Date of this Development Agreement.

19. **Releases.** Developer, Landowner, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Development Agreement as provided herein.
20. **Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 2. Notice to the City shall be to the attention of both the City Clerk and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.
21. **Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Development Agreement, including recording fees, publishing fess and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.
22. **Applicable Law and Attorneys' Fees.** This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Lewis County Superior Court.

23. **Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Development Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.
24. **General provisions.** In construing this Development Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply generally to one or more individuals and/or corporations, limited liability companies, and partnerships.
25. **Severability.** If any section, sentence, clause, phrase, or provision of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.
26. **Reservation of City Authority.** As required by RCW 36.70B.170(4) and notwithstanding any other term of this Development Agreement, the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety.

DEVELOPERS:

CLIFFORD and LAURA MORRIS

CLIFFORD MORRIS

LAURA MORRIS

LANDOWNERS:

CLIFFORD and LAURA MORRIS

CLIFFORD MORRIS

LAURA MORRIS

CITY:

CITY OF NAPAVINE, WASHINGTON
a municipal corporation

By _____
Mayor

By _____
Clerk

Approved as to form only:

By _____
City Attorney

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 643

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH CLIFFORD MORRIS AND LAURA MORRIS, GOVERNING DEVELOPMENT OF A PARCEL IN THE CITY LIMITS OF THE CITY OF NAPAVINE; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Napavine, Washington (the “City”) is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City’s local or municipal affairs and appropriate to the good

WHEREAS, the City is authorized to enter into and execute a development agreement with a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, Morris is the owner of property located at 609 Forest Napavine Rd. W., Napavine, Lewis County, Washington, all of which is located within the City limits (hereinafter referred to as the “Property”) and described as follows:

Lots 1, 2, 3 & 4 of City of Napavine Short Plat No. 10-1422, recorded at Lewis County Auditors File No. _____.

WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the “Development Agreement”), relates to the development of the Property; and

WHEREAS, Morris intends to develop the subject Property as residential property in accordance with the City’s Development Regulations and applicable zoning (the “Development”).

WHEREAS, pursuant to RCW 36.70B.170(4) a Development Agreement may obligate a party to fund or provide services of infrastructure or other facilities. A Development Agreement shall

reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and

WHEREAS, the parties agree that the Development would require a 2” water line for service to the existing and proposed residential lots; and

WHEREAS, both parties agree that upgrading the 2” water line to an 8” water line, would be beneficial for the water system as a whole; and

WHEREAS, both parties agree that granting a utility easement to the City of Napavine as depicted on City of Napavine Short Plat No. 10-1422 (See Sheet 2 of 3, areas 7 and 8 identified as utility easement benefiting the City of Napavine), would be beneficial for the water system as a whole; and

WHEREAS, the Council desires to enter into a development agreement with Morris as set forth herein.

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

Section 1. **Development Agreement.** The City Mayor or his designee is hereby authorized to execute a Development Agreement with Clifford Morris and Laura Morris, husband and wife, pursuant to the provisions of Chapter 36.70B RCW to govern development of a parcel of real property located in the city limits of the City of Napavine, a copy of which Development Agreement is attached hereto as Exhibit A and made a part hereof by this reference.

Section 2. **Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. **Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

Section 4. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 27th day of December, 2022.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2022

Publication Date: _____/2022

Effective Date: _____/2022

ORDINANCE NO. 644

AN ORDINANCE OF THE NAPAVINE CITY COUNCIL, AMENDING SECTION 2.24.065 MUNICIPAL COURT OF THE NAPAVINE MUNICIPAL CODE, CHANGING MUNICIPAL COURT OFFICE HOURS, AND PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY HEREOF.

WHEREAS, the City of Napavine, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to adopt and enforce ordinances of all kinds relating to and regulating the City's municipal affairs and has all powers possible for a city or town to have under the Constitution of this state, not specifically denied to code cities by law; and

WHEREAS, all references herein to "NMC" means the "Napavine Municipal Code;" and

WHEREAS, pursuant to RCW 35A.21.070, the City Council has the power to prescribe such days and hours that City offices shall be kept open for the transaction of business; and

WHEREAS, pursuant to RCW 3.50.110, the City Council has the power to prescribe when the Court shall be open and when the Court shall be in session; and

WHEREAS, the Napavine Municipal Code and the City's current Agreement for Municipal Court Judge Services is silent regarding hours of operation of the Court; and

WHEREAS, the City desires to amend Section 2.24.065 to Chapter 2.24 of the NMC, Municipal Court Office Hours.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.24 of the Napavine Municipal Code, as last amended by Ordinance NO. 619, is hereby amending section 2.24.065 entitled "Municipal Court Office Hours" as follows:

2.24.065 Municipal Court Office Hours

(1) The Office of the Municipal Court shall be kept open for the transaction of business, except in the event of legal holiday or budget/staffing constraints, as follows:

- ~~(a) 8:30 am to 3:00 pm on Monday, Tuesday, Wednesday, and Friday.~~
- ~~(b) 8:30 am to 4:30 pm on Thursday.~~

a) 8:00 am to 4:30 pm Monday-Friday

(2) The Office of the Municipal Court shall be closed for half (1/2) hour each day of operation from 12:00 pm to 12:30 pm.

SECTION 2. Severability Clause

If any section, subsection, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or void, such invalidity shall not thereby affect the validity of the remaining portions of this ordinance.

SECTION 3. Effective date.

The effective date of this ordinance shall be five (5) days after its passage, approval, and publication.

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 ____ day of December 2022.

Mayor, Shawn O’Neill

Attest:

City Clerk, Rachelle Denham

Approved as to form:

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

PASSED FIRST READING: _____

PUBLICATION DATE: _____

EFFECTIVE DATE: _____

City of Napavine



Capital Facilities Plan

2023 - 2028 Capital Facilities Plan for future capital equipment, facilities and projects.

General Government

Administrative Services

PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	Total
Clerks Office									
Computers	Replace Existing	GF Equipment	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00			\$ 6,000.00
Court/Council/Planning									
Mixer/Sound Equipment	Replace Existing	AOC Grant	\$ 43,445.00	\$ -					\$ 43,445.00
Comm. Dev.									
Computers	Replace Existing	General Fund	\$ -		\$ 8,000.00				\$ 8,000.00
CD/PW									
Comp Plan Update	Update	General Fund	\$ 130,000.00	\$ 50,000.00					\$ 180,000.00
Mayor's Office									
Laptop	Replace Existing	General Fund				\$ 2,000.00			\$ 2,000.00
TOTAL Administrative Services			\$ 173,445.00	\$ 52,000.00	\$ 10,000.00	\$ 4,000.00			\$ 239,445.00

**CITY OF NAPAVINE
CAPITAL FACILITY PLAN - INVENTORY/PROJECTS
2022 - 2027**

General Government									
POLICE DEPARTMENT									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	Total
Vehicle Laptops	Replace Vehicle Laptops	Criminal Justice Fund			-		35,000.00		35,000.00
Vehicle Purchase	Replace patrol vehicles as needed	Criminal Justice Fund	\$ 70,000.00	\$ -	\$ 60,000.00	\$ -			\$ 130,000.00
Office Desktops	Replace Desktop Computers	Criminal Justice Fund				\$ 18,000.00			\$ 18,000.00
TOTAL Police Department			\$ 70,000.00	\$ -	\$ 60,000.00	\$ 18,000.00	\$ -	\$ -	\$ 148,000.00

PUBLIC WORKS									
CAPITAL EQUIPMENT									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	Total
Backhoe	Replace Backhoe	Street, Water, Sewer Capital Equipment Funds	135,000						135,000
Sweeper	New Equipment	Water/Sewer/Streets		50,000					50,000
Pickup	Replace	Street Water, Sewer Capital Equipment			25,000				25,000
TOTAL	Public Works		135,000	50,000	25,000				210,000

PUBLIC WORKS									
STREET SYSTEM									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
All Arterial Roads	Chip Seal & Restripe	TIB	-	-		50,000	400,000		450,000
Rush Rd (Bridge to I-5)	Grind Reasphalt 8" depth	TIB	200,000	-					200,000
Rush Rd Stella to Bridge	Grind Reasphalt	TIB Grant	80,000	-					80,000
Mill Road from Wash. to City Limits	Re-construction roadway	Dedicated Fund Grant/LID or Development					130,000	-	130,000
Bridge to Hamilton	Traffic Control Devices	Developer fees	60,000					-	60,000
Rush Rd to Stella Bridge	Sidewalks Bike Lanes	Sidewalks Improvement, Grants			1,500,000	1,500,000		-	3,000,000

	Grind Asphalt	or Development						
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TOTAL - Street			340,000	-	1,500,000	1,550,000	530,000	- 3,920,000

CITY OF NAPA VINE
CAPITAL FACILITY PLAN - PROJECTS
2021-2026

Community Services									
PARKS AND PUBLIC FACILITIES									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
PARKS									
West Side Park 2" asphalt overlay	Pave City Park Birch St. Entrance and Parking Lot	Park Improvement Fund/Donations					26,000	-	26,000
West Side Park 2" asphalt mat on walking paths	Pave internal walking paths	Park Improvement Fund/Donations				8,300	-		8,300
West Side Park Add Nature Walking Trails	Cont. Building Nature trails w/view stations & oxbows	Park Improvement Fund/Donations		15,500	-				15,500
Mayme Shaddock/ West Side Park	Picnic Tables 10 @ \$800 ea	Parks Maint.							-
Mayme Shaddock	Build or reconstruct kitchen area to be enclosed with bathroom facilities and heating	Park Capital facilities RCO Grant donations LC ARPA	970,000						970,000
PUBLIC FACILITIES									
City Hall	Various Improv	General Fund Capital Equipment	-	15,000	7,000				22,000
City Hall	Repaint Exterior	General Fund Capital Equipment		7,000					7,000
TOTAL - Community Services			970,000	37,500	7,000	8,300	26,000	-	1,048,800

PUBLIC WORKS									
SEWER SYSTEM									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL

CITY OF NAPAVINE
CAPITAL FACILITY PLAN - PROJECTS
2021-2026

PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
Jeferson St Sewer Station	Reconstruction	LC EDC/.09 Funds & Wastewater System Improvement Fund	1,170,000	2,000,000					3,170,000
Rush Rd Sewer Station	Reconstruction	Wastewater System Improvement Fund		500,000					500,000
TOTAL - Sewer			1,170,000	2,500,000	-	-	-	-	3,670,000

PUBLIC WORKS									
STREET SYSTEM									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
All Arterial Roads	Chip Seal & Restripe	Streets, Street Improvement Fund, TIB Grants	-	-		50,000	400,000		450,000
Rush Rd (Bridge to I-5)	Grind Reasphalt 8" depth	Street Improvement Fund, TIB Grants	200,000	-					200,000
Rush Rd Stella to Bridge	Pre Level, Chip Seal & Stripe	TIB Grant	80,000	-					80,000
Mill Road from Wash. to City Limits	Re-construction roadway, drainage and street lighting	Dedicated Fund Grant/LID or Development					130,000	-	130,000
Bridge To Hamilton intersection	Traffic Control Devices	Improvement, Grants or Development	60,000						60,000
Rush Rd to Stella Bridge	Grind Asphalt Sidewalks Bikelanes	Grants or Developer			1,500,000	1,500,000			3,000,000
TOTAL - Street			340,000	-	1,500,000	1,550,000	530,000	-	3,920,000

CITY OF NAPAVINE
CAPITAL FACILITY PLAN - PROJECTS
2021-2026

PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
PUBLIC WORKS									
Pedestrian Routes									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
W. Washington from Birch Ave to 8th	Lighting	Grants Capital Improv.						130,000	130,000
Branch Ave to 3rd Ave NW	Construct 5 foot sidewalks on one side of the street.	Street Improvement Fund/TIB State Grant					40,000		40,000
TOTAL - Pedestrian Routes							40,000	130,000	170,000

PUBLIC WORKS									
WATER SYSTEM									
PROJECT	DESCRIPTION	REVENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
Reservoir #1 Tower	Resurface Interior & exterior of reservoir	Water Improvement Fund, Grants					409,000	-	409,000
3rd Ave. NW Main (WA to Vine)	Replace undersize mains to 8" lines - Connect to existing 8" line on 3rd Ave NW	Water Operating Fund		18,500					18,500
Water System Plan	Auto Back Wash	Water Improvement Fund	150,000						150,000
Booster Pumps	Telemetry	Water Improvement Fund	-						-
Well 6 Treatment Plant Rush Rd	New Drivers	Water Capital Equipment Fund	15,000						15,000
TOTAL - Water System			165,000	18,500	-	-	409,000	-	592,500

ARPA FUNDING PROJECTS

Court System

PROJECT	DESCRIPTION	VENUE SOURCE	2023	2024	2025	2026	2027	2028	TOTAL
Computers	Replace	ARPA	7,000	-					7,000
Laptops	Replace	ARPA	2,500	-					2,500
Tablets	New	Arpa	900						900
Scanner	Replace	ARPA	1,000						1,000
Scanner	New	ARPA	1,000						1,000
Printers	replace	ARPA	1,500						1,500
Lobby	Reconstruction	ARPA	15,000						15,000
	Total Court		28,900						28,900
Police Dept									-
Infrared Drone	New	ARPA	14,000						14,000
Standard Drone	New	ARPA	6,000						6,000
Lobby	Reconstruction	ARPA	15,000						15,000
	Total Police		35,000						35,000
									-
Council/Court Renovation	Reconstruction	ARPA	20,034						20,034
Water Project	Reconstruction	ARPA	50,000						50,000
									-
Sewer Project	Reconstruction	ARPA	50,000						50,000
									-
TOTAL - ARPA			247,834	-	-	-	-	-	247,834

CITY OF NAPAVINE
CAPITAL FACILITY PLAN - INVENTORY
2022-2027

Community Services

Parks and Public Facilities- Inventory

Existing	Description	Acquired	Cost	Condition	Improvmt Req	Est. cost	Funding	Year
West Side Park 207 W Washington St #008372002005	28 Acre Park With 3 baseball fields playground area, day use area	3/1/2000	\$ 100,000	Good	Add Recreation Building	\$ 123,600	Park Imprvmt Fund, Grants, Donations	Future
#008372002007	concession stand & nature trails	12/5/2002						
Mayme Shaddock Park 552 2nd Ave NE #008088000000	1 acre parcel, picnic area w/bbq's playground area	1913 est.		Good	New Enclosed Kitchen w/restrooms	\$ 40,000	Park Imprvmt Fund, Grants, Donations	2022
Robert Cook Park Grand Ave #008358103000	.11 acre parcel, with swings & basketball court	2001	Donation	Good	None			
Public Works Building 101 SE Front St #008064000000	General Purpose Storage for Public Works Equipment 1152 sq	1982		Good	None	\$ -		
Pedestrian OverPass E Park St to E Branch Ct	Pedestrian/Bicycle/ Overpass	2005	\$ 1,976,069	Good	None			
TOTAL			\$ 2,076,069			\$ 163,600		

Equipment - Inventory

COMMUNITY DEVELOPMENT

Equipment	Description	Acquired	Cost	Condition	Imprvmt Required	Est. Cost	Funding	Year
2018 Ford	F-150	2018	\$ 44,400	Good	None		General Fund CD	
TOTAL			\$ 44,400					

PUBLIC WORKS

Equipment/Vehicles

John Deere	310 SE Loader/Replace	2000	\$ 65,000	Good	Replace	\$ 135,000	Water, Sewer, Street	2022
Laymoore	Street Sweeper	2002	\$ 14,000	Good	None		Street Fund	
2000 Strong	SC8 Sweeper	2012	\$ 39,015	Good	None		Water, Sewer, Street	
1998 Chevrolet	K2PU Snow Plow	2017	\$ 4,940	Good	None		Street Fund	

CITY OF NAPAVINE
CAPITAL FACILITY PLAN - INVENTORY
2022-2027

Existing	Description	Acquired	Cost	Condition	Improvmt Req	Est. cost	Funding	Year
2006 Ford	SD XL Bucket Truck	2018	\$ 20,865	Good	None		Water, Sewer, Street	
1985 Ford	F-9000 10 yard Dump Truck	1985	\$ 15,000	Good	None		Water, Sewer, Street	
2008 Dodge	Ram 2500 Pickup Truck	2019	\$ 13,200	Good	Upgrade to snow plow		Street Fund	2021
1999 Ford	F350 Dump Truck	2018	\$ 13,780	Good	None		Water, Sewer, Street	
2006 Chevrolet	1500 Pick Up Truck	2015	\$ 9,900	Good	None		Water, Sewer, Street	
2006 Chevrolet	2CH Pick Up Truck	2010	\$ 12,000	Good	None		Water, Sewer, Street	
2002 Chevrolet	2500 HD Utility Truck	2010	\$ 5,000	Good	None		Water, Sewer, Street	
1990 International	490 CC Boomtruck	2015	\$ 25,000	Good	Surplus 2021/2022		Water, Sewer, Street	
2018 Bulldog	Water Flatbed Trailer	2018	\$ 15,405	Good	None		Water, Sewer, Street	
1997 Hauli	Hauli Utility Trailer	1997	\$ 500	Fair	Lights		Water, Sewer, Street	
2010 Bulldog	Tiltbed Trailer	2010	\$ 5,000	Good	None		Water, Sewer, Street	
Total - Equipment			\$ 301,500			\$ 135,000		

Public Works

Sewer System - Inventory

Facility	Address	Acquired	Capacity	Condition	Improvmt Required	Cost	Funding	Year
Pump Station #1	Rush Road	1980	40,000 gallon	Good Refit in 2001	New pumps & telemetry	\$ 500,000	Sewer Syst Imp Fund	2023
Pump Station #2	Jefferson	1980	40,000 gallon	Good	Yes	\$ 1,200,000	LC EDC .09 Funds	2023
Pump Station #3	Washington St.	2006	40,000 gallon	Good	None		Sewer Syst Imp Fund	

CITY OF NAPA VINE
CAPITAL FACILITY PLAN - INVENTORY
2022-2027

Existing	Description	Acquired	Cost	Condition	Improvmt Req	Est. cost	Funding	Year
Pump Station #4	Grand Blvd	Reconstructed 2014	25,000 gallon	Good	None		Sewer Syst Imp Fund	
Pump Station #5	Napa Estates	Reconstructed 2011	10,000 gallon	Good	None		Sewer Syst Imp Fund	
Total - Sewer						\$ 1,700,000		

Public Works								
Water System - Inventory								
Facility	Address	Acquired	Capacity	Condition	Improvmt Required	Cost	Funding	Year
Reservoir	407 Birch Ave. SW	2000	350,000 gallons	Good	none			
Reservoir	214 Front Avenue SE	1974	100,000 gallons	Good	none			
Reservoir	1206 Rush Road	2014	80,000 gallons	Good	none			
Booster Pump Station	409 Birch Ave. SW	2000		Good	none			
Well #1	214 Front Ave. SE	1952	off line	Poor	Needs to be cored and rescreened	\$ 409,000	Water System Imp Fund	Future
Well #2	214 Front Ave. SE	1960	100 gpm	Good	None			
Well #3	401 Rowell St. E	1980	60 gpm	Good	None			
Well #4	409 Birch Ave. SW	1996	120 gpm	Good	None			
Well #5	207 Washington St W.	2000	120 gpm	Good	None			
Well #6	1206 Rush Road	2007	140 gpm	Good	Auto Back Wash	\$ 10,000	Water Fund	
Well #6 Treatment Plant	1206 Rush Road	2020		Good	New Drives	\$ 15,000	Water Equip Fund	2022
Total - Water System						\$ 434,000		

POLICE DEPARTMENT**INVENTORY**

Equipment	Description	Acquired	Cost	Condition	Improvmt Req	Est. cost	Funding	Year
2014 Dodge	Charger	2014	\$ 34,500	Good	Replace	\$ 35,000	Criminal Justice Fund	2022
2015 Dodge	Charger	2015	\$ 35,000	Good		\$ 35,000	Criminal Justice Fund	2022
2021 Dodge	Durango	2022	\$ 40,000	Good		\$ 40,000	Criminal Justice Fund	2022
2019 Ford	F150	2019	\$ 53,000	Good		\$ 60,000	Criminal Justice Fund	2025
2022 Dodge	Charger	2022	\$ 36,500	Good		\$ 36,500	ARPA Funds	2022
2022 Dodge	Charger	2022	\$ 36,500	Good		\$ 36,500	Criminal Justice Funds	2022
LiveScan	Live Scan	2019	\$ 13,680	Good		\$ -		
Total - Police Department			\$ 249,180			\$ 243,000		

Future General Government			
Administrative Services			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Court Computers	Replace Existing	AOC Grant	\$ 2,400.00
Clerk's Office Computers	Replace Existing	Cost Allocation FTE	\$ 8,000.00
Comm. Dev. Comp Plan Update	7-yr update due 2029	General Fund	\$ 60,000.00
TOTAL Administrative Services			\$ 70,400.00

Community Services			
Parks and Public Facilities			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
WestSide Park Rec Building	Recreational Building for special events	Park Improvement Grants	\$ 123,600.00
City Hall	Heat Pump	General Fund GF Equipment	\$ 2,000.00
Downtown Revitalization	Update historic buildings, improve streetscape, and begin beautification program	Enterprise fund Grants	\$ 515,000.00
Mayme Shaddock/ Westside Park/ Robert Cook Park	Sprinkler System for irrigation of lawn	Capital facilities parks or grants, loans and/or donations	\$ 18,600.00
Robert Cook Park	Big Toy Playground Equipment	Capital facilities parks or grants loans and/or donations	\$ 20,600.00
Mayme Shaddock/ Westside/Robert Cook Parks	Playground Ground Cover	Park Fund/ grants/donations	\$ 2,100.00
TOTAL - Community Services			\$ 681,900.00

Public Works			
Equipment			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Equipment	Replace Portable Generator	Equipment Street/Water/Sewer	\$ 18,600.00
TOTAL - Public Works Equipment			\$ 18,600.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Public Works			
Sewer Project			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Woodard Road to Forest Napavine	Install new 12" main	Enterprise Fund Lid/Development	\$ 515,000.00
Forest Napavine to Rush Road	Install new 12" main	Enterprise Fund LID/Development	\$ 515,000.00
Woodard to I-5	Install 12" main	Development	\$ 360,000.00
Skinner Road	Install new 8" main	ULID/Grant Development	\$ 83,000.00
Koontz Rd. Jordan to N Military	Install new 8' main	Development	\$ 721,000.00
Koontz Road (Woodard to Jordan)	Install new 12" main	Development/ ULID	\$ 154,500.00
Washington Street (8th Ave to Sommerville)	Install new 12" main	Development/ ULID	\$ 309,000.00
Mill Road (Washington to Jordan)	Install new 10" main	Development/ ULID	\$ 206,000.00
Birch Avenue	Install new 12" Main	ULID/Devlpmnt	\$ 515,000.00
Jefferson Sewer Station	Reconstruction	Capitol Imp. Ent. Fund/Grants	\$ 1,950,000.00
Forest Napavine (Grand NE to I-5)	New Construction	LID Development	\$ 1,340,000.00
Forest Napavine (Across I-5 to Forest Napavine E)	New Construction	LID Development	\$ 1,340,000.00
Estep Rd. (Forest Napavine to North City Limits)	New Construction	LID Development	\$ 1,340,000.00
TOTAL - Sewer		\$ -	\$ 9,348,500.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Public Works			
Street System			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
E Sommerville Forest Napavine/ Rush Road Connector Road	New Construction of roadway, drainage sidewalks, curbing and street lighting	Enterprise Fund LID or Development	\$ 1,854,000.00
Wildwood to Rush Road	Develop roadway, drainage	Dedicated Fund/ Grant	\$ 515,000.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Connector	sidewalks, curbing and street lighting	or Development	
Forest Napavine to Woodard Road Connector	New Construction of roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 772,500.00
Koontz Road from Woodard to Skinner	Re-construction roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 154,500.00
Rush Rd. from Stella to Newaukum River Bridge	Widening 3rd lane curbing, sidewalk lighting drainage	Grant LID Development	\$ 2,060,000.00
4th Avenue NE from Koontz Road to Rathburn	New Construction of roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 360,000.00
Jefferson NE from 2nd Avenue NE to Hall Lane	New Construction of roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 130,000.00
Birch Avenue from Wash. to City Limits	Re-construction roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 258,000.00
Rush Road from New. River Bridge to City Limits	Re-construction roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 824,000.00
Kirkland Road from Rush Road to City Limits	Re-construction roadway, drainage sidewalks, curbing and street lighting	Dedicated Fund Grant/LID or Development	\$ 360,000.00
Cedar Crest Place to Wildwood	Reconstruction	Dedicated Fund Grant LID or Development	\$ 232,000.00
Forest Napavine Grand to I-5	Widen, overlay, curb, gutter, sidewalks, stormwater, lighting	Grants ULID local funds	\$ 1,545,000.00
Street continued			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Grand Blvd Forest Napavine to 2nd Avenue	40' wide new const. sidewalks, curb, gutter lighting, drainage	Grants ULID local funds	\$ 500,000.00
2nd Ave NE Stella St. to Cedarcrest & 1st Ave	New construction of roadway, drainage sidewalks, curbing and street lighting	Grants local fund	\$ 515,000.00
3rd Ave Vine St. to Grand	Widen install sidewalk w/drainage & walks	Grants local match	\$ 258,000.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Grand Blvd 4th to Railroad Way	Widen overlay w/drainage & walks	Development	\$670,000.00
2nd Ave NE Stella to Somerville	Widen overlay curbs gutters sidewalks stormwater lighting	Grants Development	\$ 1,236,000.00
Sommerville Road	New construction roadway, drainage sidewalks, curbing and street lighting	Street, Capital Improvement, Grants	\$ 360,000.00
Cedarcrest St. Rush Rd. to Wildwood Ave.	Widen overlay sidewalks, storm curb, gutter, lighting	Street, Capital Improvements, Grants	\$ 412,000.00
Newaukum 2nd to 4th	New Construction of curb, gutter, sidewalk, drainage, lighting and roadway	Capital Facilities State Grants Street Improvement Fund	\$ 360,000.00
4th Street Rowell to Rathburn	New construction of curb, gutter, sidewalk, drainage, lighting and roadway	Capital Facilities State Grants Street Improvement Fund	\$ 360,000.00
Rathburn 2nd to 3rd	New construction of curb, gutter, sidewalk, drainage, lighting and roadway	Capital Facilities State Grants Street Improvement Fund	\$ 258,000.00
Widening of Newaukum Bridge	Widening of Newaukum Bridge and adding pedestrian walk paths with lighting	State or Federal Grant Loans or Development	\$ 1,545,000.00
TOTAL - Street			\$ 15,539,000.00

Public Works			
Pedestrian Routes			
PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Fifth Ave/ Sixth Ave NW	Construct 5 foot sidewalk on one side of street. Connect to existing.	Dedicated Fund/ LID/Grant Development	\$ 20,600.00
Traffic Overpass Grand Ave NE to Grand NW	Construct traffic overpass	Grants	\$ 3,605,000.00
Grand Blvd NW	Construct 5 foot sidewalks on both sides of the street.	Dedicated Fund/ Grant	\$ 57,000.00
8th Ave & from WA to Grand	Construct 5 foot sidewalks on one side of the street. Connect to existing.	Enterprise Fund/ Development/ LID	\$ 26,300.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
TOTAL - Pedestrian Routes		\$	- \$ 3,708,900.00

PUBLIC WORKS

Water

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Alder-Harrison Main	Replace undersized mains	Water Utility Funds Devlpmnt/ULID	\$ 51,500.00
1st Ave. NW Main from Vine to Grand	Replace undersized mains	Water Utility Funds/ Devlpmnt ULID	\$ 51,500.00
Woodard Road Main from Koontz to I-5	Construct new 10" water main for future growth	ULID Development	\$ 772,500.00
Grand NE Main (5th NE to 2nd NE)	Construct new 8" main to loop		\$ 350,000.00
3rd Ave to Rush Rd	Replace undersize mains	ULID/Development	\$ 130,000.00
Koontz Road Main (Woodard to Skinner)	Replace undersize mains to 10" lines	ULID/Development	\$ 36,000.00
Skinner Road Main (Koontz Road to S. City limits)	Install 10" water main	Development	\$ 78,000.00
Grand Blv NW Main (4th NW to 1st NW)	Replace undersize mains to 8" lines	Water Utility Fund ULID	\$ 130,000.00
2nd Ave. NW Main (Grand to Vine)	Replace undersize mains to 6" lines	Water Utility Fund ULID	\$ 47,000.00

Water continued

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
3rd Ave. NW Main (Grand to Vine)	Replace undersize mains to 8" lines	Water Utility Fund ULID	\$ 47,000.00

Washington St 8th to Sommerville	Install new 10" main	ULID Develoopermnt	\$ 463,000.00
Washington Main (3rd NW to Birch)	Replace undersize mains to 8" lines	Local Funds/ Development	\$ 154,500.00
Mill Road (Washington to Jordan)	Install 10" main	Commercial Development/LID	\$ 154,500.00
Forest Napavine Main (E. Grand to I-5)	Install 12" main	Commercial Development/LID	\$ 490,000.00
State Rte #508 Main (I-5 to Estep Road)	Install 12" main	Commercial Development/LID	\$ 824,000.00
Estep Road Main (Forest Napavine Road to Estep end.	Install 10" main	Development/LID Commercial	\$ 206,000.00

PROJECT	DESCRIPTION	REVENUE SOURCE	FUTURE
Birch Avenue Park Entrance to Jordan	Install 12" main	Development/LID Water Util Fund	\$ 566,500.00
Washington Avenue/ Hwy #603	Install 12" main	Development/LID	\$ 463,500.00
Forest Napavine Rd Storage Facility	Water Reservoir for future growth	Water Utility Fund Development/Grant	\$ 412,000.00
			\$ 5,427,500.00

RESOLUTION NO. 22-12-137

A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, FINALIZING THE UPDATE OF THE CAPITAL FACILITIES PLAN FOR THE CITY OF NAPAVINE.

WHEREAS, the Washington State Legislature passed, and the Governor signed into law, the Washington State Growth Management Act (GMA) of 1990 and amendments thereto (hereinafter the Act), requiring selected counties and cities to prepare comprehensive plans consistent with the provisions of the Act, all as generally codified at Chapter 36.70A RCW; and

WHEREAS, the Act requires municipalities to establish within their comprehensive plans, a Capital Facilities Element, including level of service standards and a six-year minimum financing plan to identify anticipated revenue sources and capital projects, including their anticipated costs, required to meet the established level of service standards; and

WHEREAS, the Capital Facilities Element is contained in the Napavine Comprehensive Plan (hereinafter the Comp Plan), and the Napavine Municipal Code states the City Council can reserve the authority to consider and act upon any suggested amendment without referring the suggested amendment to the applicable advisory body for recommendation; and

WHEREAS, to be in compliance with the Act and the City's annual budget process, the Capital Facilities Plan needs to incorporate a six-year planning period; and;

WHEREAS, the first year of the Capital Facilities Plan period is designed to be incorporated in the City's budget; and;

WHEREAS, in previous years the Planning Commission held a public hearing to obtain public input on the Capital Facilities Element and provided a recommendation to the City Council; and

WHEREAS, the City Council of the City of Napavine is desirous of amending the established process of having the Planning Commission review the Capital Facilities Element annually to be consistent with the City's annual budget process; and

WHEREAS, the City Council has acknowledged through the roadmap setting the process that establishment of the Capital Facilities Plan in an essential element to the future financial planning process for the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Capital Facilities Plan Adopted. The Napavine Capital Facilities Plan attached hereto and incorporated by reference is hereby adopted. The Plan shall be known as the "2023-2028 Napavine Capital Facilities Plan" and is the City's generalized coordinated capital facilities document adopted pursuant to RCW 35A.63.072.

Section 2. All capital improvement projects to be included in the CFP must fall within the following project categories with a minimum project cost of \$25,000; and capital equipment with a minimum equipment cost of \$5,000

- 1) Permanent improvement of land and/or infrastructure such as:
 - a. Street Construction, transportation improvement, etc.
 - b. Sidewalk/walkway construction
 - c. Public facilities
 - d. Sewer facilities
 - e. Water facilities
 - f. Office/building remodel
 - g. Recreational facilities
- 2) Land acquisition
- 3) Special projects such as large-scale landscaping projects, neighborhood improvements and other special projects.
- 4) Capital Equipment

Section 3. All capital facilities projects included in the six-year Capital Facilities Plan shall be funded with revenue anticipated in the year the project is programmed. The first year of the six-year Capital Facilities Plan shall be incorporated into the City's annual budget. The following City funds may be used for capital facilities projects:

- A. General Fund
- B. Park Improvement Fund
- C. Capital Equipment Improvement Fund
- D. City Street Fund
- E. Street Equipment Fund
- F. Street Improvement Fund
- G. Water System Improvement Fund
- H. Water Equipment Fund
- I. Wastewater System Improvement Fund
- J. Sewer Equipment Fund
- K. Any new funds established by City Council for specific projects
- L. Federal, state and local grants
- M. Other funding sources such as contributions from private sources

Section 4. The City Council may at any time during a calendar year find it necessary to revise the priorities and projects in the adopted CFP based upon special circumstances. In the event the Council deems it necessary to make a change, they may request the department heads for its evaluation and recommendation.

Section 5. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers any references thereto.

PASSED this _____ day of December, 2022.

APPROVED:

Shawn O'Neill, Mayor

Attest:

Rachelle Denham, City Clerk

Approved as to form and content:

City Attorney

Department Head Meeting 12/20/22

Attendees: Chief, John Brockmueller, City Clerk, Rachelle Denham, and City Treasurer, Mary Wood, PW/Comm Development Director, Bryan Morris, and Mayor, Shawn O'Neill.

- ◆ **PARS:** Rachelle will be preparing PARS for all staff due to the pay increases that will be effective January 1, 2023 and due to the rounding of time to the nearest .25 for the payroll time keeping system that is used now.
- ◆ **Department Head Meetings:** Beginning January the department head meetings will change from the third Tuesday of each month to the third Wednesday at 9 am.
- ◆ **Municipal Court:** The police department is now doing court security and will be available at 12:30 pm for court security check-in. Effective January 1, 2023, the court hours will be open from 8:00am-4:30pm.
- ◆ **Court room Carpet Installation:** The court room will be getting new carpet early February along with the judge stand being lowered end of January.
- ◆ **Ordinances:** Rachelle is working on amending a few ordinances due to the city hiring a hearing examiner for projects.
- ◆ **Fee Schedule:** We discussed the fee schedule and pass-through fees. Will look more into fees in 2023.
- ◆ **Reserve Program-Police Department:** The chief discussed the reserve program and that his intention is to keep it small. The current reserve officer has to do a minimum of 16 hrs. of volunteer time. The chief is going to talk with the mayor about the possibility of paying the reserve for approved time only. This is due to the department being down a full-time officer and would allow for better coverage.

**CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 628-C**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAPAVINE,
LEWIS COUNTY, WASHINGTON AMENDING THE 2022 BUDGET; AND
PROVIDING FOR THE CITY TREASURER TO IMPLEMENT THESE
CHANGES.**

WHEREAS, the City of Napavine adopted the 2022 Budget in final form by Ordinance No. 628 on the 14th day of December 2021 and 2022 Budget Amendment Ordinance No 628-A, and 2022 Budget Amendment Ordinance No 628-B; and

WHEREAS, subsequent thereto it has become necessary for the City to amend said ordinance because expenditures which could not reasonably have been foreseen at the time of adopting said budget; and

WHEREAS, subsequent thereto it has become necessary for the City to amend said ordinance because of expenditures of same; and

WHEREAS, sufficient funds are available; and

WHEREAS, the City is desirous of amending its budget.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPAVINE,
WASHINGTON, AS FOLLOWS:**

Section 1. The following funds contained in the 2022 Budget are hereby amended as set forth below:

Fund	Begin Balance	Estimated Revenues	Current Appropriations	Amended Appropriations	Estimated Ending Balance
Criminal Justice Funds 110	99,922	51,585	115,845	125,845	25,662

Section 2. The budget for the year 2022 is amended to provide for the changes outlined above, and a complete copy of the amended budget of the city is filed in the office of the City Treasurer.

Section 3. The Annual Budget of the City of Napavine, Washington, for the calendar year 2022 shall be, and the same hereby is, amended as to: (See Exhibit A for detail attached)

- Increase appropriations to the Criminal Justice Fund in the amount of Ten Thousand dollars (\$10,000)

Section 5. The City Treasurer of the city of Napavine, Washington, shall be, and is hereby authorized and directed to affect the budget amendments herein provided.

Section 6. Repeal, All ordinances, resolutions, laws and regulations, or parts thereof in conflict with this ordinance are, to the extent of said conflict, hereby repealed.

Section 7. Severability, If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

Section 9. Effective Date: This ordinance shall be in full force and effect from five (5) days after its publication or a publication of a summary of this ordinance in the official newspaper of the City.

PASSED BY THE COUNCIL OF THE CITY OF NAPAVINE and **APPROVED** by the MAYOR, at a regularly scheduled open public meeting thereof this 27th day of December, 2022.

Mayor, Shawn O'Neill

Approved as to form and content:

Attest:

City Attorney, James Buzzard, WSBA #33555

Rachelle Denham, City Clerk

Approved: _____

Publication Date: _____

Effective Date: _____

Exhibit A

2022 Budget Amendment C					
Account Number	Title	Budget	Amendment	Change	% of Total
Criminal Justice Fund 110					
Expenditure					
Police Operations					
110-000-000-521-22-35-01	CJ Minor Equipment	\$20,000.00	\$900.00	(\$19,100.00)	-95.50%
Total Police Operations				(\$19,100.00)	
Capital Expenditures/Expenses					
110-000-000-594-21-64-01	Capital Patrol Vehicles	\$70,000.00	\$99,100.00	\$29,100.00	41.57%
Total Criminal Justice Fund				\$10,000.00	