

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

Napavine Six-Year Transportation Improvement Plan 2024-2029

Notice is hereby given that the Napavine City Council has scheduled a public hearing to be held for the Napavine Six-year Transportation Improvement Plan 2024-2029.

WHEN: Tuesday, June 27, 2023

TIME: 6:00 p.m.

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

The purpose of the Public Hearing is to receive comments on the proposed Six-Year Transportation Improvement Plan 2024-2029. A list of possible projects is available from the Public Works Department at Napavine City Hall. Questions may be directed to Bryan Morris, Public Works / Community Director at bmorris@cityofnapavine.com.

Public comment will be received by the Napavine City Council. Comments may be made in writing to the Napavine City Clerk at P.O. Box 810, Napavine, WA 98565, or by email rdenham@cityofnapavine.com, and must be received by Monday, June 26, 2023 at 4:30 pm or by appearing before the Napavine City Council at said hearing.



CITY COUNCIL MEETING AGENDA
Tuesday – June 27, 2023 – 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: SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2024-2029 – 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– June 13, 2023
- VII. STAFF & COUNCIL REPORT
- VIII. APPOINTMENT OF CIVIL SERVICE COMMISSION – Mayor O’Neill
- IX. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) Res No. 23-06-141 Six-Year Transportation Improvement Plan 2024-2029 – B. Morris
 - 3) Res No. 23-06-142 Surplus (4) Sig Sauer Firearms – R. Denham
 - 4) AM 23-09 ARPA Reallocations – M. Whitten
 - 5) AM 23-10 Interlocal Agreement Morton Court Services – R. Denham
 - 6) AM 23-11 Interlocal Agreement Mossyrock Court Services – R. Denham
 - 7) AM 23-12 Liquor License Renewal Napavine Diner – R. Denham
 - 8) AM 23-13 Interlocal Agreement Chehalis River Basin – R. Denham
 - 9) AM 23-14 Council Summer Recess – R. Denham
- X. CITIZEN COMMENTS – NON-AGENDA ITEMS
- XI. 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

June 13, 2023, 6:00 P.M.

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

CALL TO ORDER:

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

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, Heather Stewart Councilor #4, and Duane Crouse Councilor #5.

City staff members present: City Clerk - Rachele Denham, PW/CD Director - Bryan Morris, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, and Court Administrator – Lacie DeWitt. *Not Present: Legal Counsel – Jim Buzzard.

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Amended
SECONDED:	Ivan Wiediger	
<i>Discussion: Striken Item#4 – Ord No. 649 Napavine Controlled Substance</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

MOVED:	Brian Watson	Motion: Approval of Minutes - Regular Council Meeting, on May 23, 2023
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

APPROVAL OF MINUTES FROM PUBLIC HEARING DRAFT HOUSING ACTION PLAN MEETING

MOVED:	Ivan Wiediger	Motion: Approval of Minutes – Public Hearing Meeting, on May 23, 2023
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- No stat sheet- operations normal.

Bryan Morris - PW/CD Director

- Report in writing. Additions: Ordinance backflow prevention will be updated. Working to get bids for the pavement on Police Dept side of building. Hired summer temp help and it's going well. Fire Dist. 5 Chief contract was terminated 1.5 years early. Bryan will miss him and the knowledge.

Rachelle Denham – Clerk

- No Report.

Michelle Whitten – Treasurer

- No Report.

Lacie Dewitt – Court Administrator

- Report in writing.

Duane Crouse - Mayor Pro Tem

- Welcomed Commissioner Pollock to the meeting and gave a kudos out to the Police Dept and Fire Dept for the latest fire. Officer Macomber was applauded for his professionalism and quality of work he demonstrates out in the field.

Heather Stewart – Councilor #4

- No Report.

Don Webster – Councilor #3

- No Report.

Ivan Wiediger - Councilor #2

- No Report.

Brian Watson – Councilor #1

- No Report.

Shawn O'Neill - Mayor

- Attended the graduation for the Napavine Seniors. The kids did a great job this year with sport and scholarships. Director Morris commented that Shawn's son will be playing in the East/West WA football game in Yakima.

Deborah Graham – Planning Commission

- Still working on codes for Residential Care Facility, Adult Family Home, and Recreational Vehicles.

NEW BUSINESS

VOUCHERS- M. WHITTEN

2023 - June - June 2023 1st Council Meeting

Reference	Date	Amount	Notes
The following voucher/warrants/electronic payments are approved for payment:			
Accounts Payable	97	36	214,171.34 38293-94,97-31
Electronic Payments	3	3	239.41 eft*20230602-04
Payroll Vendors	2	2	1,072.50 38295-96
Electronic Payroll	5	5	35,424.47 EFT*20230601,05-08
ACH Direct Deposit	15	15	34,329.91 Direct Deposit 6/5/23
Total Vouchers	122	61	285237.63
Void Check 38292			325.04
			284,912.59

MOVED:	Don Webster	Motion: Approval of the Vouchers dated June 2023 1st Council Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ORD NO. 647 ADOPTING HOUSING ACTION PLAN – B. MORRIS

ORDINANCE NO. 647

AN ORDINANCE OF THE CITY OF NPAVINE, WASHINGTON, ADOPTING A HOUSING ACTION PLAN; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

MOVED:	Ivan Wiediger	Motion: Approve/Adopt Ord No. 647
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ORD NO. 648 RE-ESTABLISHING CIVIL SERVICE – R. DENHAM

ORDINANCE NO. 648

AN ORDINANCE OF THE CITY OF NPAVINE, WASHINGTON, REAFFIRMING AND AMENDING SECTIONS OF NPAVINE MUNICIPAL CODE CHAPTER 2.32 CONCERNING CIVIL SERVICE COMMISSION; AMENDING ORDINANCE NO. 436 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

MOVED:	Ivan Wiediger	Motion: Establish Civil Service Commission- Approve Ord No. 648
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-08 LEAK ADJUSTMENT ACCT. 2782.0 GARY RAI – R. DENHAM

MOVED:	Brian Watson	Motion: Approve leak adj for acct 2782.0
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AOC BLAKE 2024 FY REIMBURSEMENT GRANT – L. DEWITT

MOVED:	Heather Stewart	Motion: Approve AOC Blake 2024 FY Reimbursement Grant
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

DRAFT NMC 17.08.306 RESIDENTIAL CARE FACILITY – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Approve First read DRAFT 17.08.306
SECONDED:	Duane Crouse	
<i>Discussion: Councilor Stewart asked why the removing of the license establishment portion. Director Morris stated that we have to conform to the state law. Councilor Webster commented that the city had been threatened in the past due to a similar issue. Mayor O'Neill talked about elderly housing and then Councilor Stewart stated that this draft didn't specify elderly. There are different categories that this type of facility can fall under. Clerk Denham commented that her understanding was that this was more due to occupancy limits. Director Morris stated that the State requires the license, not the city but that the goal is to provide adequate living. Continued conversation took place.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

DRAFT NMC 17.08.017 ADULT FAMILY HOME – B. MORRIS

MOVED:	Don Webster	Motion: Adopt/Approve First Read DRAFT 17.08.017
SECONDED:	Ivan Wiediger	
<i>Discussion: Changing the meaning/definition. The mayor stated that this allows more of an opportunity to have some oversight on it. Director Morris hopes that this clean-up will help. Mayor Pro Tem commented that it states, room and board to more than one but not more than six adults are not related... Director Morris clarified the break is at six with this code. Citizen, Justin Isom asked about the word "adequate", and Director Morris clarified. Continued conversation took place.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

DRAFT NMC 17.60.020 HABITATION IN RECREATIONAL VEHICLES – B. MORRIS

MOVED:	Duane Crouse	Motion: Adopt/Approve First Read DRAFT 17.60.020
SECONDED:	Don Webster	
<i>Discussion: Councilor Stewart stated that this is awesome and asked if a person was to build a home would this apply. Director Morris stated that a person who has a permit and is building a home is allowed to stay on property. Citizen, Justin Isom appreciates this effort and supports this change.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

JACKSON CIVIL ENGINEERING AGREEMENT-JEFFERSON PUMP STATION– B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept Agreement
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS:

*Justin Isom, 267 Koontz Rd Unit B: Presented the council with a handout about restoring the smoke show contest at the Funtime Festival. He would volunteer his time in any capacity to bring this event back to the community. Continued conversation took place. *Handout is on record.

ADJOURNMENT:

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 7:04 p.m.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

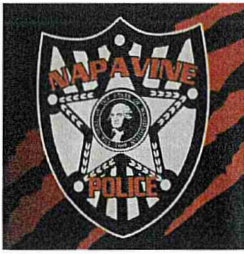
These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/WQKajrUxZp> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE POLICE DEPARTMENT

COUNCIL 6/27/2023 STAFF REPORT

- We will be bringing on Dave Sims as a full-time Patrol Officer on July 1st, 2023 so please take the time to say hello, introduce yourself and make him feel welcome to our department.
- The Monthly Call Total report with stats is included in the council packet for your review.

Sincerely yours,

A handwritten signature in black ink, appearing to be "J Brockmueller".

John Brockmueller
Chief of Police

jbrockmueller@cityofnapavine.com
jgodbey@cityofnapavine.com

PO Box 179 / 407 SW Birch Ave
Napavine, WA 98565
PH 360-262-9888 / FX 360-262-9885

**Napavine Police Department
Monthly Call Activity Report**

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

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

109 **MAY MONTHLY TOTAL**
459 **YEAR TO DATE TOTAL 2023**



Municipal Court
407 Birch Ave SW, P. O. Box 179
Napavine, WA 98565
Phone: (360) 262-9231
Fax: (360) 262-9885
www.cityofnapavine.com

To: Mayor and City Council

From: Lacie DeWitt, Court Administrator

RE: Court Administrator's Report for Council Meeting, June 27, 2023

Administrator's Report:

- ❖ **Requesting approval and signature of the Interlocal Agreement between the City of Napavine and the City of Morton for Municipal Court Services.**
- ❖ **Requesting approval and signature of the Interlocal Agreement between the City of Napavine and the City of Mossyrock for Municipal Court Services.**
- ❖ **Otherwise, business as usual.**

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, June 27th, 2023

- **Planning Commission Meeting Minutes**
 - Canceled for no quorum

- **Project Updates**
 - ARCO- Under construction

 - Scots Industries- Waiting on engineers submittal

 - TA- waiting for engineers offsite improvements design

 - AT&T Cell Tower- waiting for attorney to amend lease agreement

 - Roglins - waiting for engineer's sidewalk deferral and the deposit to secure water connections.

- **Mayme Shaddock Park**
 - Going out for construction bid.

- **Critical Areas ordinance:** waiting for ecologies approval.

- **Shoreline:** Done, waiting for critical area's approval from ecology

- **Rush Road:** awarded bid,

- **Jefferson Station:** working on design

- **Housing Action Plan:** Submitted to commerce

- Public works is scheduled to receive the new backhoe on Monday 6-26-2023. Public works is receiving bids to pave the south side of city hall and the alley behind city hall. Public works sent out the letter to proceed with the new chip seal for the following streets. Grand west, Fir Court, Jefferson by Inland Market, Wildwood Ave and all laterals, 1st Ave. N.E.

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38332	Office of Support Enforcement	\$228.00	
Child Support - 14729	6/16/2023	\$228.00	
Reference Number: 38333	911 Supply Public Safety Gear & Appare	\$2,270.56	
Inv-2-30076	6/19/2023	\$1,067.61	Patrol Uniforms-Macomber & Sims boots a
Inv-2-30172	6/21/2023	\$1,186.77	Patrol Uniforms- Sims trousers/shirts/jacket
SO-2-29470	6/13/2023	\$16.18	Patrol Uniforms-Nichols Nameplate
Reference Number: 38334	Bluhm & Associates Land Surveyors, In	\$1,200.00	
2023-241	6/8/2023	\$1,200.00	Rush Rd Survey
Reference Number: 38335	Carroll's Printing Inc.	\$100.25	
16517	6/14/2023	\$100.25	Court Forms 3 part Appt Counsel
Reference Number: 38336	Cities Insurance Assoc	\$200.76	
2022-34542-Napavine	5/22/2023	(\$355.04)	delete patrol car
2023-34542-0592-1	5/30/2023	(\$462.21)	Delete 98 Chev Pickup snow blower
2023-34542-0608-1	6/1/2023	\$1,018.01	Add 23 Dodge Durango
Reference Number: 38337	City of Chehalis	\$14,043.00	
2023 June WWT Service	6/22/2023	\$14,043.00	2023/06 Monthly Sewer Treatment Costs
Reference Number: 38338	City of Napavine	\$479.60	
1096.0 Apr May 2023	6/22/2023	\$279.89	2023- Apr May City Water/Sewer
1711.0 Apr/May 2023	6/22/2023	\$199.71	2023-Apr May- City Water/Sewer Mayme
Reference Number: 38339	Flannery Publications	\$165.75	
61660	5/30/2023	\$165.75	HAP DNS SEPA
Reference Number: 38340	H. D. Fowler Company	\$11,560.18	
07763378	6/21/2023	\$11,560.18	

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38341 6857	LC Communications E911 5/17/2023	\$4,367.25 \$4,367.25	2023-Q2 Fees
Reference Number: 38342 211120	LECO Supply, Inc 5/19/2023	\$605.96 \$605.96	2 Chlorine 12.5 53 gal drum
Reference Number: 38343 2023 May Evidence	Lewis County Sheriffs Office 6/6/2023	\$417.40 \$417.40	2023- MayEvidence Handling
Reference Number: 38344 2023 May Crime Victims	Lewis County Treasurer 6/22/2023	\$44.59 \$44.59	2023 May- Court Remittance
Reference Number: 38345 005446410	Mountain Mist 6/16/2023	\$29.86 \$29.86	3-5 gal water jugs PD/Court
Reference Number: 38346 6020724	MPH Industries 6/5/2023	\$71.47 \$71.47	10' cable power bee
Reference Number: 38347 MK592554	National Business Furniture 5/25/2023	\$14,301.66 \$14,301.66	City Hall furniture
Reference Number: 38348 2306191	PND Engineers, Inc. 6/21/2023	\$4,989.70 \$4,989.70	Mayme Design May 1-June 4
Reference Number: 38349 2023 May State Remit	State Treasurer's Office 6/22/2023	\$1,863.96 \$1,863.96	2023 May State Remit
Reference Number: 38350 INV060129	Traffic Safety Supply Co. 6/22/2023	\$154.70 \$154.70	RR Crossing Sign

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38351	Transient Vendor	\$43.62	
2023 06/21 Napavine Diner	6/21/2023	\$43.62	W/S software training w/visions
Reference Number: 38352	Transient Vendor	\$281.25	
2023 May Clerk Help WS	6/22/2023	\$281.25	Training for WS billing
Reference Number: 38353	Transient Vendor	\$179.83	
In23F0302- phone	6/22/2023	\$179.83	replace broken phone
Reference Number: 38354	US Bank Corp Payment Syst	\$2,982.05	
AC Hotels 5/10	5/10/2023	\$48.93	Parking Court Conf
AC Hotels 5/7	5/7/2023	\$15.00	Court Conf meals
AC Hotels 5/8	5/8/2023	\$23.17	Court Conf meals
Accredited Safety	6/1/2023	\$199.90	Taser Cartridges
Adobe Acropro 2023	5/9/2023	\$258.59	Annual Subscription 2023 Adobe
Amazon - 112-5723320-0579455	5/23/2023	\$630.24	Courtroom/Conference Room 13 Chairs
AMAZON 113-1833287-7649867	5/22/2023	\$386.40	3 Office Chairs Court Room
Amazon 113-3099391-6478626	5/17/2023	\$176.80	4 rugs
Amazon 113-7227417-5584203	5/17/2023	\$106.49	PW webcam/speakers
Davenport Hotel 5/25	5/25/2023	\$114.45	WASPC Conf Parking
DOL 5/30	5/30/2023	\$59.00	Licensing 23 Dodge Durango
Economic Alliance 5 16 23	5/16/2023	\$50.00	Clerk/Treasurer Economic Forecast Tickets
Free Conference Call June 2023	6/22/2023	\$3.24	Free Conference 6/23
Glin 5/23	5/23/2023	\$18.00	Car Wash Taylor
Glint 5/15	5/15/2023	\$18.00	Chief Car Wash
Handi 5/14	5/14/2023	\$80.00	Chief Fuel
Harbor Freight 5/15	5/15/2023	(\$173.11)	returned 7 hp gas hrztl engin
Margarita Fact 5/10	5/10/2023	\$32.00	Court Conf meals
Precision Printing 5/24	5/24/2023	\$97.38	PVC Signs PD
Precision Printing 6/3	5/3/2023	\$140.66	PVC Pictures PD
Soft Touch 5/10	5/10/2023	\$12.45	Chief Car Wash

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Soft Touch 5/17	5/17/2023	\$12.45	Chief Car Wash
Soft Touch 5/29	5/29/2023	\$12.45	Chief Car Wash
Soft Touch 5/8	5/8/2023	\$12.45	Chief Car Wash
Stack 571 5/9	5/9/2023	\$25.00	Court Conf meals
Stamp Connection 5/8/23	5/8/2023	\$85.00	2 date stamps
Starbucks 5/7	5/7/2023	\$13.08	Court Conf meals
Stencilease 5/8	5/8/2023	\$263.90	Parking Lot Stencil
The Italian Kitchen 5/24	5/24/2023	\$29.42	WASPC Conf meal
Twigs 5/8	5/8/2023	\$26.09	Court Conf meals
USPS 5/11	5/11/2023	\$71.13	Postage Court/PD
USPS 5/15	5/15/2023	\$16.26	Postage Court
USPS 5/17	5/17/2023	\$8.13	Postage Court
USPS 5/30	5/30/2023	\$92.07	Postage PD
ZOOM 2023 June	5/27/2023	\$17.03	May 27-June 26, 2023
Reference Number: 38355	US Bank NA Cincinnati	\$26.00	
2023 may Bond Maint	6/22/2023	\$26.00	2023 - May Bond Fee
Reference Number: 38356	Vision Municipal Solution	\$747.74	
09-12838	6/5/2023	\$747.74	2023 june Outsourcing
Reference Number: 38357	WA Assoc. of Sherrifs & Police Chiefs	\$425.00	
INV031261	6/14/2023	\$425.00	
Reference Number: 38358	Zebra Computers	\$145.53	
21628	6/22/2023	\$145.53	Bodycam footage upload fix
Reference Number: EFT*20230609	US Cellular	\$54.71	
0584081752	6/22/2023	\$54.71	2023 6/2-7/1 Mayor US Cell Phone
Reference Number: EFT*20230610	Dept of Retirement Systems	\$7,087.99	

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Emp Rtmt - 14728	6/16/2023	\$235.91	
Emp Rtmt - 14729	6/16/2023	\$267.54	
Emp Rtmt - 14730	6/16/2023	\$219.49	
Emp Rtmt - 14731	6/16/2023	\$371.25	
Emp Rtmt - 14732	6/16/2023	\$285.38	
Emp Rtmt - 14733	6/16/2023	\$280.71	
Emp Rtmt - 14734	6/16/2023	\$308.11	
Emp Rtmt - 14735	6/16/2023	\$215.57	
Emp Rtmt - 14736	6/16/2023	\$193.87	
Emp Rtmt - 14737	6/16/2023	\$443.45	
Emp Rtmt - 14738	6/16/2023	\$285.39	
Emp Rtmt - 14739	6/16/2023	\$162.22	
Emp Rtmt - 14741	6/16/2023	\$463.64	
Emp Rtmt - 14742	6/16/2023	\$280.19	
Taxable Retirement - 14728	6/16/2023	\$379.68	
Taxable Retirement - 14729	6/16/2023	\$163.77	
Taxable Retirement - 14730	6/16/2023	\$134.36	
Taxable Retirement - 14731	6/16/2023	\$227.25	
Taxable Retirement - 14732	6/16/2023	\$174.69	
Taxable Retirement - 14733	6/16/2023	\$171.83	
Taxable Retirement - 14734	6/16/2023	\$188.60	
Taxable Retirement - 14735	6/16/2023	\$131.96	
Taxable Retirement - 14736	6/16/2023	\$312.02	
Taxable Retirement - 14737	6/16/2023	\$271.45	
Taxable Retirement - 14738	6/16/2023	\$174.69	
Taxable Retirement - 14739	6/16/2023	\$261.09	
Taxable Retirement - 14741	6/16/2023	\$312.37	
Taxable Retirement - 14742	6/16/2023	\$171.51	
Reference Number: EFT*20230611	Dept of Treasury Internal Revenue Servi	\$6,791.50	
Federal Income Tax - 14728	6/16/2023	\$666.02	

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 14729	6/16/2023	\$289.85	
Federal Income Tax - 14730	6/16/2023	\$149.15	
Federal Income Tax - 14731	6/16/2023	\$397.16	
Federal Income Tax - 14732	6/16/2023	\$234.05	
Federal Income Tax - 14733	6/16/2023	\$350.75	
Federal Income Tax - 14734	6/16/2023	\$257.50	
Federal Income Tax - 14735	6/16/2023	\$201.54	
Federal Income Tax - 14736	6/16/2023	\$563.30	
Federal Income Tax - 14737	6/16/2023	\$650.21	
Federal Income Tax - 14738	6/16/2023	\$150.49	
Federal Income Tax - 14739	6/16/2023	\$425.89	
Federal Income Tax - 14740	6/16/2023	\$43.42	
Federal Income Tax - 14741	6/16/2023	\$666.76	
Federal Income Tax - 14742	6/16/2023	\$143.69	
Federal Income Tax - 14743	6/16/2023	\$49.04	
Medicare - 14728 (1)	6/16/2023	\$65.19	
Medicare - 14728 (2)	6/16/2023	\$65.19	
Medicare - 14729 (1)	6/16/2023	\$37.34	
Medicare - 14729 (2)	6/16/2023	\$37.34	
Medicare - 14730 (1)	6/16/2023	\$30.63	
Medicare - 14730 (2)	6/16/2023	\$30.63	
Medicare - 14731 (1)	6/16/2023	\$51.81	
Medicare - 14731 (2)	6/16/2023	\$51.81	
Medicare - 14732 (1)	6/16/2023	\$39.83	
Medicare - 14732 (2)	6/16/2023	\$39.83	
Medicare - 14733 (1)	6/16/2023	\$39.18	
Medicare - 14733 (2)	6/16/2023	\$39.18	
Medicare - 14734 (1)	6/16/2023	\$43.00	
Medicare - 14734 (2)	6/16/2023	\$43.00	
Medicare - 14735 (1)	6/16/2023	\$30.08	
Medicare - 14735 (2)	6/16/2023	\$30.08	

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Medicare - 14736 (1)	6/16/2023	\$53.91	
Medicare - 14736 (2)	6/16/2023	\$53.91	
Medicare - 14737 (1)	6/16/2023	\$61.89	
Medicare - 14737 (2)	6/16/2023	\$61.89	
Medicare - 14738 (1)	6/16/2023	\$39.83	
Medicare - 14738 (2)	6/16/2023	\$39.83	
Medicare - 14739 (1)	6/16/2023	\$45.58	
Medicare - 14739 (2)	6/16/2023	\$45.58	
Medicare - 14740 (1)	6/16/2023	\$15.24	
Medicare - 14740 (2)	6/16/2023	\$15.24	
Medicare - 14741 (1)	6/16/2023	\$64.70	
Medicare - 14741 (2)	6/16/2023	\$64.70	
Medicare - 14742 (1)	6/16/2023	\$39.10	
Medicare - 14742 (2)	6/16/2023	\$39.10	
Medicare - 14743 (1)	6/16/2023	\$10.21	
Medicare - 14743 (2)	6/16/2023	\$10.21	
Social Security Tax - 14740 (1)	6/16/2023	\$65.17	
Social Security Tax - 14740 (2)	6/16/2023	\$65.17	
Social Security Tax - 14743 (1)	6/16/2023	\$43.65	
Social Security Tax - 14743 (2)	6/16/2023	\$43.65	
Reference Number: EFT*20230612	DE Lage Landen Financial Services	\$463.56	
80044677	6/10/2023	\$463.56	2023 6/1-6/30 Sharp MX307105
Reference Number: June 1-15, 2023	Payroll Vendor	\$32,728.06	
ACH Pay - 14728	6/16/2023	\$3,085.00	
ACH Pay - 14729	6/16/2023	\$1,633.29	
ACH Pay - 14730	6/16/2023	\$1,637.00	
ACH Pay - 14731	6/16/2023	\$2,492.14	
ACH Pay - 14732	6/16/2023	\$1,943.75	
ACH Pay - 14733	6/16/2023	\$2,080.05	

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
ACH Pay - 14734	6/16/2023	\$2,348.99	
ACH Pay - 14735	6/16/2023	\$1,590.18	
ACH Pay - 14736	6/16/2023	\$2,640.79	
ACH Pay - 14737	6/16/2023	\$2,889.15	
ACH Pay - 14738	6/16/2023	\$1,763.31	
ACH Pay - 14739	6/16/2023	\$2,233.11	
ACH Pay - 14740	6/16/2023	\$905.25	
ACH Pay - 14741	6/16/2023	\$2,988.45	
ACH Pay - 14742	6/16/2023	\$1,910.23	
ACH Pay - 14743	6/16/2023	\$587.37	
TOTALS		\$109,051.49	

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

Accounts Payable	54	26	61,697.67	3833-38358
Electronic Payme	2	2	518.27	EFT*20230609,12
Payroll Vendors	1	1	228.00	3832
Electronic Payrol	2	2	13,879.49	Eft*20230610-11
ACH Direct Depo	16	16	32,728.06	Direct Deposit 6/20/2023
Total Vouchers	75	47	109051.49	

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

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Voucher Activity

2023 - June - June 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Police Department - John Brockmueller _____			
Public Works/Community Development - Bryan Morris _____			
Court- Lacie Dewitt _____			
City Clerk - Rachelle Denham: _____			

DATED THIS DAY OF , 2023

RESOLUTION NO. 23-06-141

**A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON,
ADOPTING THE 2024-2029 SIX YEAR TRANSPORTATION IMPROVEMENT
PROGRAM FOR THE CITY OF NAPAVINE.**

RECITALS:

WHEREAS, to provide for the proper and necessary development of the street system within the City of Napavine, pursuant to RCW 35.77.010 the City shall, prepare and adopt a comprehensive transportation program for the ensuing six calendar years; and

WHEREAS, The Six Year Transportation Improvement Plan (Six-Year TIP) of the City shall specifically set forth those projects and programs of both City and regional significance that benefit the transportation system to promote public safety and efficient vehicle movements; and

WHEREAS, the Six-Year TIP shall be consistent with the City's Comprehensive Plan and be adopted following one or more public hearings before the City Council; and

WHEREAS, a public hearing was held by the City of Napavine, Washington, on the 27th day of June, 2023, for the purpose of inviting and receiving public comment on the proposed Six-Year TIP.

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

Section 1. The Six Year Transportation Improvement Program for the years 2024 to 2029, hereto attached and by this reference incorporated herein, shall be, and the same hereby is, adopted as the Six Year Transportation Improvement Program for the City of Napavine, Washington, for the years 2024 to 2029, effective the calendar year 2024.

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 27th day of June 2023.

APPROVED:

Attest:

Mayor, Shawn M. O'Neill

City Clerk,

Approved as to form:

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

City of Napavine 2024 – 2029 STIP (Main Streets)

Priority	Project	Project Extents	Project Description	Project Length	Preliminary Engineering Start Year	Construction Start Year	Engineering Cost	Right-of-way Cost	Construction Cost	Total Cost	Anticipated Funding Source
1	Rush Road Reconstruction	Stella Street to Newaukum Valley Road	Grind and resurface Rush Road. Detached sidewalk on one side with bike lane and new striping.	1.29	2024	2026	310,000	2,000	2,689,000	3,001,000	Federal
2	Branch Street Improvements	Branch Street to 3rd Avenue	Install curb and sidewalk on one side of the street.	0.20	2025	2025	40,000	0	150,000	190,000	State
3	Birch Avenue SW Rehabilitation	Washington Street to City Limit	Chip seal and stripe.	0.40	2026	2026	15,000	0	85,000	100,000	State
4	Washington Street Rehabilitation	8th Avenue to Woodard Road	Chip seal and stripe.	1.10	2026	2026	60,000	0	250,000	310,000	State
5	2 nd Avenue Reconstruction	Washington Street to RR Tracks	Reconstruction of pavement section.	0.19	2027	2027	70,000	0	350,000	420,000	State
6	NW Alder Avenue Reconstruction	Washington Street to Shopping Center	Reconstruction of pavement section. Install curb and sidewalk with drainage.	0.05	2028	2028	60,000	0	250,000	310,000	State
7	W Grand Boulevard Reconstruction	3 rd Avenue to 5 th Avenue	Reconstruction of pavement section.	0.10	2029	2029	60,000	0	280,000	340,000	State
8	Kirkland Road Reconstruction	Rush Road to East City Limit	Reconstruction pavement, sidewalk, and drainage system.	0.24	2030	2030	120,000	0	800,000	920,000	State/Federal

RESOLUTION NO. 23-06-142

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

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

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

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

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

- Four (4) Sig 40 Caliber Firearms: Serial#UU633109, #UU633110, #UU633111, #UU633112

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

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

PASSED BY MAJORITY of the City Council of the City of Napavine, Washington, this 27th day of June 2023.

Shawn O'Neill, Mayor

Attest:

Rachelle Denham, Clerk

Approved as to form:

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



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

**City of Napavine
Action Memorandum No. 23-09**

AM 23-09: ARPA Reallocations

Originator: Michelle Whitten, City Treasurer

Prepared Date: June 22, 2023

Agenda Date: June 27, 2023

Route to:	Department Head	Signature	Date
X No Objections	Treasurer		

Review and approved by Mayor Shawn O'Neill: _____

Attachment(s): ARPA Spreadsheet
Email explanation from Judy Godbey - PD

Fiscal Impact: yes no

Summary statement:

Reallocation:

- Police – New Pistols and AR instead of Optic gear
- Police – Surveillance Security Cameras
- Public Works – Take \$30,000 from Sewer Project and put in Road Projects for match to the TIB projects.

Additions:

- Facilities Public Works –use the unallocated \$19072 and pave Court/Police Dept side.

Staff Recommendation:

- Approve reallocations and additions -. Departments all had funds available for projects using reallocation of original estimates. Public Works had additional projects they would like funded.

ARPA FUNDS - \$559,122.00

Updated 6/22/23

Court System							
PROJECT	DESCRIPTION	REVENUE SOURCE	Requests	2022 Expense	2023 Expense	anticipated	Balance
Audio Video Upgrade	AOC/ARPA	ARPA	4,344			4344	-
Computers Desktops (2)	Replace	ARPA	7,000	5,365	195		1,440
Laptops Courtroom	Replace	ARPA	2,500	1,621			879
Laserfiche Software/e-file	New	ARPA	25,000	7,351			17,649
Tablets (3)	New	Arpa	900	1,464			(564)
Scanner	Replace	ARPA	1,000	755			245
Scanner	New	ARPA	1,000	755			245
Printers	replace	ARPA	1,500	741			759
Safe (Strike) Reallocate	replace	ARPA	1,000			-	1,000
Lobby	Reconstruction	ARPA	15,000		13,353		1,647
Furniture filing cabinets					13,496		(13,496)
Total Court			54,900	18,052	27,044	4,344	5,460
Police Dept							
Police Vehicle	New	ARPA	67,878	67,230	649		(0)
Dash Mounted Radars (4)	replace	ARPA	9,633	9,633			(0)
Dell Rugged Laptops w/docks (6)	replace	ARPA	28,527	28,527			0
A/R Rifles - (4)	new	ARPA	3,978		3,978		0
Ballistic Helmets		ARPA	1,329	1,329			(0)
Body Cameras w/software (4)	new	ARPA	9,339	9,339			0
Infrared Drone/optics	New	ARPA	-				-
Standard Drone	New	ARPA	-				-
Dog Kennels	New	ARPA	2,127	2,127			(0)
Rifle and pistols			3,500			3,500	-
Security Surveillance			18,484			18,484	-
Lobby	Reconstruction	ARPA	13,353		13,353		-
Total Police			158,148	118,184	17,979	21,984	21,984
Council/Court Renovation							
Council/Court Renovation	Reconstruction	ARPA	20,034	1,466	9,404		9,164
Furniture -Chairs		ARPA			7,573		(7,573)
Total Council/Court			20,034	1,466	16,977	-	1,591
PUBLIC WORKS							
Printer for Scanning Large Maps	new	ARPA	10,000	2,309	1,119		6,572
Mayme Shaddock Park		ARPA	86,503			86,503	-
Tablets & Software		ARPA	2,000		1,580		420
Temp Employee (summer)		ARPA	16,000				16,000
Temp Employee (CE/PW)		ARPA	45,755				45,755
Water Project	Reconstruction	ARPA	50,000		22,860	1,500	25,640
Sewer Project	Reconstruction	ARPA	20,000				20,000
Road Projects		ARPA	30,000				30,000
Facilities Project - Paving			19,072			19,072	-
Total Public Works			279,330	2,309	25,559	107,075	144,387
City Clerk/Treasurer/Mayor/Council Projects							
Tablets for Mayor/Council/Dept Heads	New	ARPA	5,000	2,140			2,860
Laptop Clerk	replace	ARPA	2,500	1,476	49		976
Laptop Treasurer	new	ARPA	2,500	1,272	91		1,137
Laptop Mayor	new	ARPA	2,500				2,500
Carpet - Throughout building		ARPA	25,000		12,016	10,017	12,984
Telephone System		ARPA	5,000				5,000
File Room/Front Counter	Reconstruction	ARPA	2,000		1,115		885
Office Furniture-					14,302		(14,302)
Kitchen Remodel	Reconstruction	ARPA	2,210	2,210			0
Total Clerk/Tr/M			46,710	7,098	27,572	10,017	2,023
TOTAL - ARPA			559,122	147,109	115,132	143,420	153,460
unallocated			0			\$ Left	153,460
			559,122				

Michelle Whitten

From: Judy Godbey
Sent: Thursday, June 22, 2023 9:29 AM
To: Michelle Whitten
Subject: ARPA - AM 23-09
Attachments: Action Memorandum 2023 for Council.docx

Attached is the Action Memorandum for the reallocation with the correct number. I let Rachelle know you were using it for all of the departmental change requests.

We currently have \$21,984. The following is what we would like to reallocate those funds to:

\$3,500 – New pistols +1 A/R (We are in the process of the request to surplus our current pistols. They are not being totally utilized by our department due to the trigger pull of these types of pistols and we will be receiving a trade-in amount from the vendor when we surplus these for the new ones. This will bring down the cost to the city for this purchase of the new ones)

\$18,484 – Security cameras for surveillance/crime prevention for our department.

Thank you,

*Judy Godbey
Executive Assistant to the Chief of Police
Records | Evidence Technician
Napavine Police Department
P.O. Box 179
Napavine, WA 98565
(360)262-9888
Fax: (360)262-9885
Email: jgodbey@cityofnapavine.com*

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Disclaimer: Public documents and records are available to the public as provided under the Washington State Public Records Act (RCW 42.56). This e-mail may be considered subject to the Public Records Act and may be disclosed to a third-party requestor.



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

**City of Napavine
Action Memorandum No. 23-10**

***AM 23-10: ILA between the City of Napavine and the City of Morton
for the Provision of Municipal Court Services***

Originator: Rachelle Denham, City Clerk

Agenda Date: June 27, 2023

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

Review by Mayor Shawn O'Neill: _____,

Attachment(s):

Unsigned- ILA between the City of Napavine and the City of Morton for the Provision of Municipal Court Services

Fiscal Impact: yes no

Summary statement:

The Interlocal Agreement between the City of Napavine and City of Morton is allowing Morton to change from Lewis County District Court to Municipal Court Services with the City of Napavine. The attached ILA explains all the specifics.

Staff Recommendation:

- Approve the ILA between the City of Napavine and the City of Morton for the Provision of Municipal Court Services and allow for Mayor Shawn O'Neill to sign the ILA upon presentation.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NAPAVINE AND THE
CITY OF MORTON FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 1 day of JULY, 2023, by and between the City of Napavine, a Washington municipal corporation (“Napavine”), and the City of Morton, a Washington Municipal corporation (“Morton”), collectively referred to herein as the “parties”.

WHEREAS, the City of Morton, “Morton” is a non-charter code city which was incorporated in 1913 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Morton has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Napavine; and

WHEREAS, the City of Napavine, “Napavine” has the capacity to provide municipal court facilities and related services to Morton in a manner beneficial to both parties and Morton desires to use these services; and

WHEREAS, Napavine and Morton wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Napavine; and

WHEREAS, included in the services provided by Napavine to Morton shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Morton; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Napavine and the City of Morton agree as follows:

- A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Morton using municipal court (including court staff) and related services provided by Napavine in Napavine Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

- B. Services. Napavine, through this Agreement, shall provide the following services to Morton:
1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Napavine shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
 2. Appointment of Judicial Officers. Morton should, for efficiency and economy, appoint a Napavine Municipal Court Judge as a Judge of the Morton Municipal Court and appoint Napavine Municipal Court Judges Pro Tem as Judges Pro Tem of the Morton Municipal Court. In the event Morton appoints a judge other than the Napavine Municipal Court Judge then Morton shall consult with and consider input from the Napavine City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
 3. Citations. The City of Morton shall provide citations used to summon defendants to court, and the City of Morton shall deliver said citations to the City of Napavine Municipal Court within 48 hours of issuance, excepting court holidays.
 4. Other Services. Napavine and Morton shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Napavine is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Napavine Municipal Court, Morton shall be responsible for transporting all Morton in-custody defendants from Lewis County Jail or any other jail that houses Morton defendants on misdemeanor or gross misdemeanor charges.
 5. Matters Reserved to Napavine. Napavine reserves the right to implement matters requiring compliance with statutory and judicial mandate, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.
- C. Staffing. The City of Napavine will be responsible for the provision of adequate Court Clerk staffing and is included in the monthly operating charges as described in Section F of this Agreement.
- D. Jury Trials. For jury trials, the City of Napavine will assess no additional fee; however, the City of Morton will pay any actual jury and/or witness costs and the additional compensation as required by contract to the Judge and Prosecutor, and Public Defender, if applicable.

- E. Property. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Morton Police shall be responsible for all items of evidence related to criminal prosecution.
- F. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:
1. Morton shall retain all fees, costs, penalties, and fines, assessed to Morton cases for the duration of this Agreement which shall be collected by Napavine and disbursed to Morton on a monthly basis. Any new programs established after the Effective Date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.
 2. Morton shall, for the duration of this agreement, pay to the City of Napavine for Municipal Court services, a filing fee in the following amounts:
 - i. Infractions: \$25.00/filing
 - ii. Criminal: \$60.00/filing
 3. Miscellaneous Pass-Through Costs. As the City of Napavine receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the City of Morton's behalf; the City of Napavine will bill the City of Morton for said costs. The City of Morton shall pay its own miscellaneous costs which include, but are not limited to, the following:
 - i. Interpreter costs for non-English speaking defendants.
 - ii. Public Defense counsel appointments.
 - iii. Expert witness or investigator authorized.
 - iv. Proportionate share of video hearing costs.
- G. Accounting. The court clerk of the City of Napavine will provide monthly accounting to the City of Morton and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the City of Morton which shall be detailed on the revenue worksheet and disbursed monthly to the City of Morton.
- H. Ordinances. The City of Morton shall provide a copy of the City of Morton municipal code or copies of all ordinances on or before their effective date to the City of Napavine Municipal Court.
- I. Agreement Administration. The parties are expected to work cooperatively as though the employees of Napavine are employees of Morton when handling Morton cases. The City Attorney for Morton, or designee, is to consult with Napavine departments as necessary regarding the prosecution of Morton cases. Interested Morton employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Napavine employees

are to be available to Morton employees and/or Council to discuss court process, prosecutorial philosophy, or other matters of interest to Morton.

1. Dispute resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Mayors. It is understood between the parties that this Agreement is of benefit to both parties and there is a common interest in working through issues to continue the Agreement.

Any disputes related to levels of compensation which cannot be resolved by the parties as described above may be resolved by binding arbitration in accordance with RCW 39.34.180(3). Such process may be invoked by either party in accordance with the procedures in RCW 39.34.180(3). In such case, the parties shall equally split the fees and costs of the arbitrator(s) in such arbitration.

2. Reporting. Napavine shall provide Morton with monthly reports summarizing court activity during which services are provided. Morton shall identify any deficiencies in such monthly reports and, where feasible, Napavine shall amend the reports accordingly.
3. Special Emphasis. Morton shall identify any areas of special emphasis and Napavine shall provide opportunities for input and reporting specific to those areas.

- J. Indemnification. In executing this Agreement, Napavine does not assume liability or responsibility for or in any way release Morton from any liability or responsibility which arises in whole or in part from:

1. The existence of effect of any Morton ordinance; or
2. Any prosecution conducted by Morton's City Attorney or designee.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Morton shall defend the same at its sole expense and if judgment is entered or damages are awarded against Morton, Napavine or both, Morton shall satisfy the same, including all chargeable costs and attorneys' fees.

Napavine shall indemnify, defend, and hold harmless Morton, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Morton), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Napavine's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Napavine to provide services covered by this Agreement; provided, however, that

1. Napavine's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Morton, its Police Department or its officers, agents or employees; and
2. Napavine's obligation to indemnify, defend and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions

of negligence of Napavine or its agents and Morton or its agents shall apply to the extent that Napavine or its agents or negligence cause or contributed hereto.

Napavine does not by this Agreement assume any contractual obligations to anyone other than Morton, and Morton does not assume any contractual obligations to anyone other than Napavine. Napavine and Morton expressly eliminate any third-party beneficiary to this Agreement.

- K. Termination. Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1, 2024. If, for any reason, the City of Napavine Municipal Court is terminated, this Agreement shall become null and void.
- L. Term. The initial term of this Agreement is July 1, 2023 through December 31, 2023, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. The parties agree to meet and negotiate in good faith the terms of the following contract on the first Monday in October 2023, but no later than November 1, 2023.
- The Agreement shall take effect on July 1, 2023, (the "Effective Date") or as soon thereafter as all of the following events have occurred:
1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
 2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
 3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.
- M. Amendment. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.
- N. Headings not controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
- O. Waiver. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.
- P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

Q. Notice. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For NAPAVINE:

Name of Representative: SHAWN O'NEILL
Title: Mayor
Mailing Address: P.O. Box 810
City, State and Zip Code: Napavine, WA 98532
Telephone Number: (360) 262-3547

For MORTON:

Name of Representative: DAN MORTENSEN
Title: Mayor
Mailing Address: PO Box 1089
City, State and Zip Code: Morton, WA 98356
Telephone Number: (360) 496-6881

MADE AND APPROVED the day and year signed below.

CITY OF NAPAVINE

CITY OF MORTON

DATED: _____

DATED: _____

SHAWN O'NEILL, Mayor

DAN MORTENSEN, Mayor

Attest:

Attest:

By: _____
Rachelle Denham, City Clerk

By: _____
LuAnn Ward, City Clerk

Approved as to form:

Approved as to form:

James M.B. Buzzard, City Attorney

James M.B. Buzzard, City Attorney



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

**City of Napavine
Action Memorandum No. 23-11**

**AM 23-11: ILA between the City of Napavine and the City of Mossyrock
for the Provision of Municipal Court Services**

Originator: Rachelle Denham, City Clerk

Agenda Date: June 27, 2023

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

Review by Mayor Shawn O'Neill: _____

Attachment(s):

ILA between the City of Napavine and the City of Mossyrock for the Provision of Municipal Court Services

Fiscal Impact: yes no

Summary statement:

The Interlocal Agreement between the City of Napavine and City of Mossyrock is allowing Mossyrock to change from Lewis County District Court to Municipal Court Services with the City of Napavine. The attached ILA explains all the specifics.

Staff Recommendation:

- Approve the ILA between the City of Napavine and the City of Mossyrock for the Provision of Municipal Court Services and allow for Mayor Shawn O'Neill to sign upon presentation.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NAPAVINE AND THE
CITY OF MOSSYROCK FOR THE PROVISION OF MUNICIPAL COURT**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 21st day of June, 2023, by and between the City of Napavine, a Washington municipal corporation (“Napavine”), and the City of Mossyrock, a Washington Municipal corporation (“Mossyrock”), collectively referred to herein as the “parties”.

WHEREAS, the City of Mossyrock, “Mossyrock” is a non-charter code city which was incorporated in 1948 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Mossyrock has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Napavine; and

WHEREAS, the City of Napavine, “Napavine” has the capacity to provide municipal court facilities and related services to Mossyrock in a manner beneficial to both parties and Mossyrock desires to use these services; and

WHEREAS, Napavine and Mossyrock wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Napavine; and

WHEREAS, included in the services provided by Napavine to Mossyrock shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Mossyrock; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Napavine and the City of Mossyrock agree as follows:

- A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Mossyrock using municipal court (including court staff) and related services provided by Napavine in Napavine Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

B. Services. Mossyrock shall establish the City of Mossyrock Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently. Mossyrock shall appoint a judge, and shall set appropriate fines, penalties, and processes. Napavine, through this Agreement, shall provide the following services to Mossyrock:

1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Napavine shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
2. Appointment of Judicial Officers. Mossyrock should, for efficiency and economy, appoint a Napavine Municipal Court Judge as a Judge of the Mossyrock Municipal Court and appoint Napavine Municipal Court Judges Pro Tem as Judges Pro Tem of the Mossyrock Municipal Court. In the event Mossyrock appoints a judge other than the Napavine Municipal Court Judge then Mossyrock shall consult with and consider input from the Napavine City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
3. Citations. The City of Mossyrock shall provide citations used to summon defendants to court, and the City of Mossyrock shall deliver said citations to the City of Napavine Municipal Court within 48 hours of issuance, excepting court holidays.
4. Other Services. Napavine and Mossyrock shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Napavine is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Napavine Municipal Court, Mossyrock shall be responsible for transporting all Mossyrock in-custody defendants from Lewis County Jail or any other jail that houses Mossyrock defendants on misdemeanor or gross misdemeanor charges.
5. Matters Reserved to Napavine. Napavine reserves the right to implement matters requiring compliance with statutory and judicial mandate, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.

C. Staffing. The City of Napavine will be responsible for the provision of adequate Court Clerk staffing and is included in the monthly operating charges as described in Section F of this Agreement.

- D. Jury Trials. For jury trials, the City of Napavine will assess no additional fee; however, the City of Mossyrock will pay any actual jury and/or witness costs and the additional compensation as required by contract to the Judge and Prosecutor, and Public Defender, if applicable.
- E. Property. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Mossyrock Police shall be responsible for all items of evidence related to criminal prosecution.
- F. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:
1. Mossyrock shall retain all fees, costs, penalties, and fines, assessed to Mossyrock cases for the duration of this Agreement which shall be collected by Napavine and disbursed to Mossyrock on a monthly basis. Any new programs established after the Effective Date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.
 2. Mossyrock shall, for the duration of this agreement, pay to the City of Napavine for Municipal Court services, a filing fee in the following amounts:
 - i. Infractions: \$25.00/filing
 - ii. Criminal: \$60.00/filing
 3. Miscellaneous Pass-Through Costs. As the City of Napavine receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the City of Mossyrock's behalf; the City of Napavine will bill the City of Mossyrock for said costs. The City of Mossyrock shall pay its own miscellaneous costs which include, but are not limited to, the following:
 - i. Interpreter costs for non-English speaking defendants.
 - ii. Public Defense counsel appointments.
 - iii. Expert witness or investigator authorized.
 - iv. Proportionate share of video hearing costs.
- G. Accounting. The court clerk of the City of Napavine will provide monthly accounting to the City of Mossyrock and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the City of Mossyrock which shall be detailed on the revenue worksheet and disbursed monthly to the City of Mossyrock.
- H. Ordinances. The City of Mossyrock shall provide a copy of the City of Mossyrock municipal code or copies of all ordinances on or before their effective date to the City of Napavine Municipal Court.
- I. Agreement Administration. The parties are expected to work cooperatively as though the employees of Napavine are employees of Mossyrock when handling Mossyrock cases. The

City Attorney for Mossyrock, or designee, is to consult with Napavine departments as necessary regarding the prosecution of Mossyrock cases. Interested Mossyrock employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Napavine employees are to be available to Mossyrock employees and/or Council to discuss court process, prosecutorial philosophy, or other matters of interest to Mossyrock.

1. Dispute resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Mayors. It is understood between the parties that this Agreement is of benefit to both parties and there is a common interest in working through issues to continue the Agreement.

Any disputes related to levels of compensation which cannot be resolved by the parties as described above may be resolved by binding arbitration in accordance with RCW 39.34.180(3). Such process may be invoked by either party in accordance with the procedures in RCW 39.34.180(3). In such case, the parties shall equally split the fees and costs of the arbitrator(s) in such arbitration.

2. Reporting. Napavine shall provide Mossyrock with monthly reports summarizing court activity during which services are provided. Mossyrock shall identify any deficiencies in such monthly reports and, where feasible, Napavine shall amend the reports accordingly.
3. Special Emphasis. Mossyrock shall identify any areas of special emphasis and Napavine shall provide opportunities for input and reporting specific to those areas.

- J. Indemnification. In executing this Agreement, Napavine does not assume liability or responsibility for or in any way release Mossyrock from any liability or responsibility which arises in whole or in part from:

1. The existence of effect of any Mossyrock ordinance; or
2. Any prosecution conducted by Mossyrock's City Attorney or designee.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Mossyrock shall defend the same at its sole expense and if judgment is entered or damages are awarded against Mossyrock, Napavine or both, Mossyrock shall satisfy the same, including all chargeable costs and attorneys' fees.

Napavine shall indemnify, defend, and hold harmless Mossyrock, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Mossyrock), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Napavine's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Napavine to provide services covered by this Agreement; provided, however, that

1. Napavine's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Mossyrock, its Police Department or its officers, agents or employees; and
2. Napavine's obligation to indemnify, defend and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions of negligence of Napavine or its agents and Mossyrock or its agents shall apply to the extent that Napavine or its agents or negligence cause or contributed hereto.

Napavine does not by this Agreement assume any contractual obligations to anyone other than Mossyrock, and Mossyrock does not assume any contractual obligations to anyone other than Napavine. Napavine and Mossyrock expressly eliminate any third-party beneficiary to this Agreement.

K. Termination. Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1, 2024. If, for any reason, the City of Napavine Municipal Court is terminated, this Agreement shall become null and void.

L. Term. The initial term of this Agreement is _____, 2023 through December 31, 2023, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. The parties agree to meet and negotiate in good faith the terms of the following contract on the first Monday in October 2023, but no later than November 1, 2023.

The Agreement shall take effect on _____, 2023, (the "Effective Date") or as soon thereafter as all of the following events have occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.

M. Amendment. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.

N. Headings not controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

O. Waiver. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.

P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to

interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

Q. Notice. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For NAPAVINE:

Name of Representative: SHAWN O'NEILL
Title: Mayor
Mailing Address: P.O. Box 810
City, State and Zip Code: Napavine, WA 98532
Telephone Number: (360) 262-3547

For MOSSYROCK:

Name of Representative: RANDALL SASSER
Title: Mayor
Mailing Address: P.O. Box 96
City, State and Zip Code: Mossyrock, WA 98564
Telephone Number: (360) 983-3300

MADE AND APPROVED the day and year signed below.

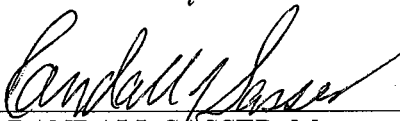
CITY OF NAPAVINE

CITY OF MOSSYROCK

DATED: _____

DATED: 6/22/23

SHAWN O'NEILL, Mayor

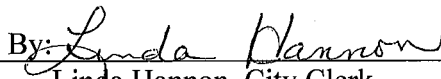


RANDALL SASSER, Mayor

Attest:

Attest:

By: _____
Rachelle Denham, City Clerk

By: 

Linda Hannon, City Clerk

Approved as to form:

Approved as to form:

James M.B. Buzzard, City Attorney

James M.B. Buzzard, City Attorney



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

**City of Napavine
Action Memorandum No. 23-12**

AM 23-12: Notice of Liquor License Renewal

Originator: Rachele Denham, City Clerk

Prepared Date: June 22, 2023

Agenda Date: June 27, 2023

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

Review by Mayor Shawn O'Neill: _____

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

- 1) Napavine Diner expires September 30, 2023.

Fiscal Impact: yes no

Summary statement: The City received a letter from the Washington State Liquor and Cannabis Board a list of liquor license renewal applications in City of Napavine Jurisdiction.

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

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

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

Staff Recommendation:

- Approve: Napavine Diner liquor licenses renewal.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 06/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPA VINE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20230930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. NAPA VINE GRILL CORPORATION	NAPA VINE DINER 114 E WASHINGTON ST NAPA VINE WA 98565 5001	071552	BEER/WINE REST - BEER/WINE



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

**City of Napavine
Action Memorandum No. 23-13**

AM 23-13: Interlocal Agreement (ILA) Chehalis River Basin Flood Authority

Originator: Rachele Denham, City Clerk

Prepared Date: June 22, 2023

Agenda Date: June 27, 2023

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

Review by Mayor Shawn O’Neill: _____,

Attachment(s): ILA Chehalis River Basin Flood Authority

Fiscal Impact: yes no

Summary statement: SEE ATTACHMENT.

Staff Recommendation:

- Allow the mayor to sign the Chehalis River Basin Flood Authority ILA.

CHEHALIS RIVER BASIN FLOOD AUTHORITY
AN INTERLOCAL AGREEMENT AMONG CHEHALIS RIVER BASIN COMMUNITIES FOR STUDY,
ANALYSIS, AND IMPLEMENTATION OF FLOOD HAZARD REDUCTION SOLUTIONS IN THE BASIN

- A. WHEREAS, the Chehalis River Basin in Southwestern Washington has a clear and prolonged history of chronic flooding with major flooding causing catastrophic damage occurring on average once or more per decade from the Chehalis River and its major tributaries; and
- B. WHEREAS, many communities, industries, properties, and human lives are threatened by Chehalis River Basin flood events; and
- C. WHEREAS, Basin communities are interested in finding cost-effective, long-term, sustainable, and environmentally responsible methods to protect themselves and others from the hazards of major Chehalis River Basin flood events; and
- D. WHEREAS, in December 2007, a series of storms caused substantial flood damage in Southwestern Washington with the President declaring on December 8, 2007 a major disaster in the counties of Grays Harbor, Kitsap, Lewis, Mason, Pacific and Thurston and by so doing authorized the release of federal disaster assistance funds; and
- E. WHEREAS, in 2008 and since, the Washington Legislature and the Washington Office of Governor have authorized substantial funding and other measures necessary to advance and implement flood hazard reduction solutions across the Basin, at local and regional scales:
- Chapter 179, Laws of 2008,
<https://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3374-S.SL.pdf>;
 - Chapter 180, Laws of 2008,
<http://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3375.SL.pdf>;
 - Chapter 1, Laws of 2012 (Sec. 313),
<http://lawfilesexternal.wa.gov/biennium/2011-12/Pdf/Bills/Session%20Laws/Senate/5127.SL.pdf>;
 - Chapter 19, Laws of 2013 (Sec. 1084),
<http://lawfilesexternal.wa.gov/biennium/2013-14/Pdf/Bills/Session%20Laws/Senate/5035-S.SL.pdf>;
 - Chapter 3, Laws of 2015 (Sec. 1074),
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/1115.SL.pdf>;
 - Chapter 194, Laws of 2016,
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/2856.SL.pdf>;
 - Chapter 2, Laws of 2018 (Sec. 3023),
<http://leap.wa.gov/leap/budget/lbns/1719Cap6090-S.SL.pdf>;
 - Chapter 413, Laws of 2019 (Sec. 3093),
<http://leap.wa.gov/leap/budget/lbns/1921Cap1102-S.SL.pdf>;
 - Chapter 356, Laws of 2020 (Section 3023)
<http://leap.wa.gov/leap/budget/lbns/2020Cap6248-S.SL.pdf>;

- Chapter 332, Laws of 2021 (Sections 3076 and 3096), <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1080-S.SL.pdf>; and
- Chapter 474, Laws of 2023 (Sections 3003 and 6293), <https://lawfilesexternal.wa.gov/biennium/2023-24/Pdf/Bills/Senate%20Passed%20Legislature/5200-S.PL.pdf>.

- F. WHEREAS, the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, was initially created through Interlocal Agreement, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the Town of Pe Ell, the City of Aberdeen, the City of Montesano, and the Town of Bucoda, all political subdivisions of the State of Washington to develop and participate in the development of flood hazard reduction solutions throughout the Basin; and
- G. WHEREAS, that original Interlocal Agreement was amended in 2008 to add the City of Oakville, and then again in 2011 to add the City of Cosmopolis and the City of Napavine; and
- H. WHEREAS, the City of Hoquiam suffers from chronic and catastrophic flooding, is in the Chehalis River Basin, and was added as a member of the Chehalis River Basin Flood Authority in 2017; and
- I. WHEREAS, in 2016, the Washington State Legislature and the Washington State Office of Governor created the Washington State Office of Chehalis Basin ([RCW 43.21A.730](#)), and additionally recognized and validated the continuing role of the Chehalis River Basin Flood Authority ([RCW 43.21A.731](#)) to select Chehalis Basin Board members that will support the State of Washington in implementing a long-term strategy to reduce flood damages and restore aquatic species and habitat in the Basin; and
- J. NOW THEREFORE, the Interlocal Agreement creating the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, is hereby amended this 22nd day of June 2023, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the City of Napavine, the Town of Pe Ell, the City of Aberdeen, the City of Cosmopolis, the City of Hoquiam, the City of Montesano, the City of Oakville, and the Town of Bucoda, all State of Washington political subdivisions, hereinafter referred to collectively as "Basin governments" and individually as "Basin government," and same parties HEREBY COVENANT AND AGREE:

1.0 PURPOSE

The purpose of this Agreement is to be the "Chehalis Basin Flood Control Authority or other authorized local government group" as identified in Chapter 180, Laws of 2008 and "to develop and participate in the development of flood hazard mitigation measures throughout the basin" through a formal and organized process that ensures:

- 1.1 Local flood hazard reduction projects are researched, identified, developed, and implemented that address known flood problems in the Basin.
- 1.2 State and federal funders are well-informed of Basin government options and needs.
- 1.3 Designs for Basin flood control projects incorporate options, features and betterments

to benefit Basin communities and Basin governments.

2.0 GOALS

Basin governments shall work together pursuant to this Agreement to achieve following specific goals:

- 2.1 Inform state and federal funders of project options and needs of Basin communities.
- 2.2 Work with the State of Washington to support a Basin-wide strategy for reducing flood damage and restoring aquatic species and habitat.
- 2.3 Seek adequate funding for the Basin governments to identify, study, and permit projects for localized problems.
- 2.4 Disseminate information to residents about options and alternatives.
- 2.5 Coordinate flood control activities, actions, and responses.

3.0 LEAD ADMINSTRATIVE AGENT

For purposes of this Agreement, Lewis County shall act as Lead Administrative Agent, and shall be responsible for approved projects and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies and others for grant funds.
- 3.2 Receive and disburse funds from state and federal agencies and Basin governments.
- 3.3 In the event, any work must be performed by or on behalf of the Chehalis River Basin Flood Authority and its Basin governments pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts as necessary. [Note: The Lead Administrative Agent shall not obligate any of the Basin governments to any financial responsibilities without prior written approval and agreement from the appropriate Basin governments.]
- 3.4 Prepare and maintain proper records for accounting and administration.
- 3.5 Arrange and facilitate regular meetings of the Chehalis River Basin Flood Authority and its Basin governments.
- 3.6 Provide legal support as necessary.

Lead Administrative Agent shall report regularly to the parties to this Agreement and provide a full accounting on the receipt and expenditure of funds that may be provided, pursuant to this Agreement.

4.0 MEMBERSHIP AND REPRESENTATION

Each of the Basin governments shall designate in writing to the Lead Administrative Agent one official

representative. Regardless of the number of official representatives designated in writing to the Lead Administrative Agent, each Basin government shall be entitled to one vote on all matters requiring group action or direction to the Lead Administrative Agent. In addition, the Counties shall act as the coordinators and representatives of the Basin communities within their respective jurisdictions which are not otherwise represented.

Lead Administrative Agent will arrange and facilitate regular meetings of the Basin governments, not less than once every three months, to discuss the status, progress, funding, and schedule of Basin flood hazard reduction projects and solutions, and to consider and measure progress toward the goals stated herein. Designated representatives of Basin governments shall use best efforts to attend the meetings.

5.0 VOTING

Each Basin government participating in this Agreement, as amended from time to time, shall be represented on the Chehalis River Basin Flood Authority and shall be entitled to one (1) vote. Measures proposed for voting shall seek consensus as a goal. In the event a consensus cannot be reached, then a super majority vote of sixty (60) percent of voting members present shall decide the issue.

6.0 FUNDING

The activities of the Basin governments shall be funded from the following sources:

- 6.1 Funds made available from state appropriated sources.
- 6.2 Funds made available from federal appropriated sources.
- 6.3 Funds made available from any of the Basin governments, but only pursuant to other Agreements, if made.

Funds from the Basin governments may be required, if necessary for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. Since the benefits to be derived from flood damage reduction projects may vary among the Basin governments, the Basin governments will contribute to the needs of the project in varying amounts, based upon their respective needs for the project and their ability to pay for the project. Any funds required from the Basin governments to cover funding requirements or to cover costs for projects developed as a result of research and development, pursuant to this Agreement, will be held as the Operating Fund of the Chehalis River Basin Flood Authority and shall be shared as agreed upon by the Basin governments as set forth in future Agreements. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Basin governments to enter into future Agreements.

7.0 TERM OF AGREEMENT

Any Basin government may terminate its participation in this Agreement with 90 days' prior notice by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Commissioner, Mayor, or City Manager of each participating Municipality. This Agreement shall continue as to the remaining until only one party remains.

8.0 MODIFICATION

This Agreement may be amended, altered, or changed from time to time by a written agreement signed by all of the participating Basin governments. The Agreement as amended shall supersede the preceding Agreement and apply to all Basin governments executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.

9.0 INDEMNIFICATION

It is understood and agreed between the parties hereto that each of the Basin governments agrees to protect, defend, indemnify and hold harmless the Lead Administrative Agent, Lewis County, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by any of the Basin governments, except insofar as any obligation or responsibility is imposed upon the Lead Administrative Agent or Lewis county by statute. Each Basin government, per this Agreement, has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act. Each Basin government's obligation to indemnify under this section shall survive the termination of its participation in the Agreement.

10.0 NOTICE

All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:

- 10.1 If to Lewis County: Chair, Board of County Commissioners
- 10.2 If to City of Centralia: City Manager
- 10.3 If to City of Chehalis: City Manager
- 10.4 If to City of Napavine: Mayor
- 10.5 If to Town of Pe Ell: Mayor
- 10.6 If to Grays Harbor County: Chair, Board of County Commissioners
- 10.7 If to City of Aberdeen: Mayor
- 10.8 If to City of Cosmopolis: Mayor
- 10.9 If to City of Hoquiam: Mayor
- 10.10 If to City of Montesano: Mayor
- 10.11 If to City of Oakville: Mayor

10.12 If to Thurston County: Chair, Board of County Commissioners

10.13 If to Town of Bucoda: Mayor

11.0 ENTIRE AGREEMENT

This document embodies the entire Agreement between and among the parties. There are no agreements, promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the parties relating to the subject matter contained herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County. Furthermore, this Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

Sean Swope, Commission Chair, Lewis County
date

Jill Warne, Commission Chair, Grays Harbor
County date

Rob Hill, City Manager, City of Centralia date

Pete Schave, Mayor, City of Aberdeen date

Jill Anderson, City Manager, City of Chehalis date

Kyle Pauley, Mayor, City of Cosmopolis date

Shawn O'Neill, Mayor, City of Napavine date

Ben Winkelman, Mayor, City of Hoquiam date

Lonnie Willey, Mayor, Town of Pe Ell date

Vini Samuel, Mayor, City of Montesano date

Carolina Mejia, Commission Chair, Thurston
County date

Anthony Smith, Mayor, City of Oakville date

Rob Gordon, Mayor, Town of Bucoda date



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

**City of Napavine
Action Memorandum No. 23-14**

AM 23-14: Council Summer Recess

Originator: Rachele Denham, City Clerk

Prepared Date: June 22, 2023

Agenda Date: June 27, 2023

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

Review by Mayor Shawn O’Neill: _____,

Attachment(s): NONE

Fiscal Impact: yes no

Summary statement: Resolution No. 21-02-115 A resolution of the city of Napavine, Washington, adopting city council rules and procedures. Under Section 3. Scheduling; 3.3 Summer Recess states: The Council will generally not schedule regular meetings, work sessions, and committee meetings during two (2) weeks of August of each year.

Staff Recommendation:

- Approve: Summer recess to hold one council meeting in the month of August.

- 2.6 Minutes. The City Clerk (or designee, hereafter referred to as City Clerk), will keep minutes of all proceedings of the Council in accordance with the statutory requirements, along with summaries of Council comments and committee report proceedings, and will be entered into a journal constituting the official record of the Council.

Section 3. Scheduling.

- 3.1 Holidays. If a regularly scheduled meeting or work session falls on a legal holiday, the regular meeting or work session shall be held on the next business day at the same time and place, unless sufficient notice is otherwise provided for an alternate time and location.
- 3.2 Election Days. Regular meetings or work sessions which fall on a primary or general election day may be moved to the immediately prior Monday at the discretion of the Mayor.
- 3.3 Summer Recess. The Council will generally not schedule regular meetings, work sessions, and committee meetings during two (2) weeks of August of each year.

Section 4. Order of Regular Council Meeting Agenda.

- 4.1 Call to Order. The Mayor or designee calls the meeting to order.
- 4.2 Flag Salute. The Mayor, or the Mayor's designee, will lead the flag salute.
- 4.3 Roll Call. Roll shall be called verbally, and the Mayor shall indicate any Councilmember who is not in attendance and whether or not the Councilmember has an excused absence. Councilmembers may make a motion to excuse absent Councilmembers.
- 4.4 Agenda. The Mayor will ask the Council and staff if there are changes to the agenda which may be made pursuant to these rules.
- 4.5 Approval of Minutes from prior meeting.
- 4.6 Mayor Reports. The Mayor makes announcements of upcoming meetings and events, and reports on meetings and events in which he/she has participated. The Mayor's report is limited to five (5) minutes.
- 4.7 Staff Reports. Staff reports and announcements are made to the Council by designated City Employees on issues of interest to the Council.
- 4.8 Council Committee Reports. The Mayor calls upon each committee chair, or their designee, to report on the activities of their respective committee. Committee chairs should take this opportunity to inform the Council of major issues or discussions at the Committee level. In lieu of lengthy discussion, the Council may decide to continue discussion to a work session.
- 4.9 Council Reports. Every Councilmember will be allowed up to five (5) minutes to be used at their discretion for the following: