



CITY COUNCIL MEETING AGENDA
Tuesday – July 11, 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

- 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 27, 2023
 - 2) Public Hearing Meeting Minutes: Six Year Transportation Improvement Plan 2024-2029 – June 27, 2023

- VII. STAFF & COUNCIL REPORT**

- VIII. NEW BUSINESS**
 - 1) Vouchers – M. Whitten
 - 2) TIB Consultant Supplemental Agreement: 2023 Rush Road Pavement Repairs 6-W-963(009)-1– B. Morris
 - 3) TIB Updated Cost Repair: 2023 Rush Road Pavement Repairs 6-W-963(009)-1– B. Morris
 - 4) Development Agreement Per (TIA)BP Products North America, Inc., ARCO Project – 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

June 27, 2023, 6:36 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 6:36 pm. There was a Public Hearing on the Napavine Six-Year Transportation Improvement Plan 2024-2029 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 - Rachelle Denham, Treasurer – Michelle Whitten, PW/CD Director - Bryan Morris, Chief of Police – John Brockmueller, and Legal Counsel – Jim Buzzard. *Absent: Court Administrator – Lacie DeWitt (training).

CONSENT/APPROVAL OF AGENDA

MOVED:	Ivan Wiediger	Motion: Approval of Agenda- As Presented
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</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 June 13, 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

- Report in Writing, operations normal.

Rachelle Denham – Clerk

- No Report.

Bryan Morris - PW/CD Director

- Report in writing.

Michelle Whitten – Treasurer

- No Report.

Jim Buzzard – Nothing to report legally. East/West Allstar Football Game was great to see!

Lacie Dewitt – Court Administrator

- Report in writing. Lacie is at training.

Duane Crouse - Mayor Pro Tem

- No Report.

Heather Stewart – Councilor #4

- No Report.

Don Webster – Councilor #3

- No Report.

Ivan Wiediger - Councilor #2

- No Report.

Brian Watson – Councilor #1

- No Napavine business to report. Brian stated publicly on the record that recently in the paper and social media that news has been out about hate groups/White Supremacy and that there is no place for that in the city of Napavine and county. He noted publicly that he is unequivocally against those groups.

Shawn O’Neill - Mayor

- Attended the East/West WA football game in Yakima. Served on the royalty committee for the Winlock Egg Days and was great to participate.

Deborah Graham – Planning Commission

- No report, last meeting did not have a quorum. The next meeting will be July 3rd.

Sam Patrick - Fire Dist. 5

- A change of command has taken place at the fire department and Dan Mahoney is doing other things. Greg is acting Interim Chief, PT and will fill in until the Fire Chief position is filled.

APPOINTMENTS OF CIVIL SERVICE COMMISSION: The Mayor appointed the following to serve on the Civil Service Commission. Heidi Marshall for serving a two-year term to begin June 27, 2023, and end June 27, 2025. Charles Rollo for serving a four-year term to begin June 27, 2023, and end June 27, 2027. Jim Pea for serving a six-year term to begin June 27, 2023, and end June 27, 2029.

NEW BUSINESS

VOUCHERS- M. WHITTEN

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	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated June 2023 2nd Council Meeting
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

RESOLUTION NO. 23-06-141 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2024-2029 – B. MORRIS

**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.**

MOVED:	Ivan Wiediger	Motion: Approve Resolution 23-06-141
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

RESOLUTION 23-06-142 SURPLUS (4) SIG SAUER FIREARMS – R. DENHAM

**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**

MOVED:	Duane Crouse	Motion: Approve Resolution 23-06-142
SECONDED:	Ivan Wiediger	
<i>Discussion: Councilor Webster and Stewart asked what the process is. The City Clerk stated that as it reads in the resolution can be disposed of in a commercially reasonable way to wit; auction, public sale or sealed bid determined by the Treasurer. Chief Brockmueller stated that the Sig Sauer firearms will be used as a trade in with a licensed firearm dealer.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-09 ARPA REALLOCATIONS – M. WHITTEN

MOVED:	Ivan Wiediger	Motion: Approve AM 23-09 ARPA Reallocations
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-10 INTERLOCAL AGREEMENT MORTON COURT SERVICES – R. DENHAM

MOVED:	Don Webster	Motion: Approve AM 23-10 Interlocal Agreement Morton Court Services and allow the mayor to sign the ILA
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-11 INTERLOCAL AGREEMENT MOSSYROCK COURT SERVICES – R. DENHAM

MOVED:	Ivan Wiediger	Motion: Approve AM 23-11 Interlocal Agreement Mossyrock Court Services
SECONDED:	Don Webster	
<i>Discussion: The Mayor stated that this is a great way to help your “neighbor”.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-12 LIQUOR LICENSE RENEWAL NAPAVINE DINER – R. DENHAM

MOVED:	Don Webster	Motion: Approve 23-12 Liquor License Renewal Napavine Diner
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-13 INTERLOCAL AGREEMENT CHEHALIS RIVER BASIN – R. DENHAM

MOVED:	Heather Stewart	Motion: Approve AM 23-13 to allow the mayor to sign the Interlocal Agreement Chehalis River Basin
SECONDED:	Don Webster	
<i>Discussion: Mayor Pro Tem clarified the ILA.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-14 COUNCIL SUMMER RECESS – R. DENHAM

MOVED:	Heather Stewart	Motion: Approve AM 23-14 Council Summer Recess
SECONDED:	Ivan Wiediger	
<i>Discussion: The council discussed and decided that there will one meeting in August and that council will hold the meeting on August 8th and that the August 22nd meeting will be canceled.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS:

*Kodie Baker, 592 Newaukum Valley Rd, Chehalis WA: Kodie addressed the Chief and Bryan regarding the homeless sleeping under the bridge and starting fires. It’s been handled great. Who should he call if he sees homeless under the bridge. Bryan said he can call him anytime. The Chief said to call 911 or 740-1105 non-emergency so they can be dispatched.

ADJOURNMENT:

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 7:06 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/m4lyfN9Dlw> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES

PUBLIC HEARING – Napavine Six-Year Transportation Improvement Plan 2024-2029

June 27, 2023 - 6:00 P.M.

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

CALL TO ORDER:

Mayor Shawn O’Neill called the public hearing of the **Napavine Six-Year Transportation Improvement Plan 2024-2029** to order 6:00 pm.

INTRODUCTION:

Mayor Shawn O’Neill introduced himself as presiding over the public hearing.

PURPOSE OF HEARING:

To invite testimony from the community members and the public, regarding the **Napavine Six-Year Transportation Improvement Plan 2024-2029** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **Napavine Six-Year Transportation Improvement Plan 2024-2029**, any questions, please direct them to the mayor and he will direct staff and our Council members who may have the answers to address the question. Mayor would like to keep the 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 Shawn O’Neill opened the public hearing and welcomed anyone wishing to speak to approach the podium.

Community members of general public testified to the Council.

- Kodie Baker, 592 Newaukum Valley Rd, Chehalis. **Concerns:** Rush Rd pavement road conditions, does it include by Love’s and sidewalks up Rush Rd due to no development currently. What is the plan for the intersection and why is there no enforcement in Love’s parking lot. The Mayor and Community Development Director responded to the concerns of Mr. Baker.
- Jenny Baker, 592 Newaukum Valley Rd, Chehalis. **Concerns:** Traffic issues, paint striping, and crosswalks. The Mayor and Community Development Director responded to the concerns of Mrs. Baker.
- Suzie Rasmussen, 542 Newaukum Valley Rd, Chehalis. **Concerns:** People shopping on the West side of the road at Arby’s getting stuck over by Arby’s and turn onto the North to get back on freeway. Arco will only add to this issue. She would like a whiteboard down by Love’s of future meetings. She stated the city website is hard to use and that she doesn’t come up this way for notifications. The Mayor, Community Development Director, and City Clerk responded to the concerns of Ms. Rasmussen. Councilor Stewart also commented that DOT has a certain amount of power that the City of Napavine does not and that everyone is frustrated. We elect officials, if you know who the elected officials are reach out to them and hopefully, they can help.

- Tammy Baker, Newaukum Valley Rd, Chehalis. **Concerns:** Increased traffic, increased crime, and a buffer for noise. She would like to see Napavine put more officers on. The Mayor and Community Development Director responded to Ms. Bakers concerns.

Action was taken by the council during the regular council meeting on June 27, 2023, under new business item #2.

Closing of Public Hearing:

Mayor Shawn O'Neill announced, all testimony having been taken, the public hearing on the **Napavine Six-Year Transportation Improvement Plan 2024-2029** is now closed ending time 6:36 pm.

Recording link: <https://fccdl.in/m4lyfN9Dlw> .

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



PUBLIC WORKS & COMMUNITY DEVELOPMENT

407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565

Phone: (360) 262-9344 Fax: (360) 262-9199

www.napavine.wa.gov

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, July 11th, 2023

- **Planning Commission Meeting Minutes**
 - Meeting minutes for June 5th

- **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 engineers sidewalk deferral and the deposit to secure water connections

- **Mayme Shaddock Park**
 - Going to invitation of 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

Operations are normal



NAPAVINE PLANNING COMMISSION MINUTES
June 5, 2023 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

PLEDGE OF ALLEGIANCE:

INVOCATION: Invocation was led by Director Morris.

CALL TO ORDER:

Commissioner Graham opened the regular Planning Commission meeting to order at 6:02 PM

ROLL CALL:

Planning Commission present: All Present

APPROVAL OF AGENDA – As presented:

Commissioner Haberstroh motioned to approve the agenda as presented, seconded by Commissioner Hollinger. Vote on motion 4 aye, 0 nay.

APPROVAL OF MINUTES:

Commissioner Collins motioned to approve minutes from the Planning Commission Meeting on May 15, 2023, seconded by Commissioner Morris. Vote on motion 4 aye and 0 nay.

OLD BUSINESS:

1. Review Chapter 17.44.070 – Standards for recreational vehicle parks.

Director Morris stated staff made the recommendations from the prior meeting. Discussion was had on section H., the minimum driving surface of twenty feet. Commissioner Collins and Commissioner Haberstroh wanted to research more to see if there is a lower requirement for driving surface since it is private property. Director Morris will research, but stated not sure the city will want to allow a road width lower than the public works standards of 20 ft.

Commissioner Hollinger motioned to table until next meeting, seconded by Commissioner Morris. Vote on motion 4 aye, 0 nay.

2. Adult Family Home/Residential Care Facility Codes – Review

- 1) NMC 17.08.017 Adult Family Home Definition**
- 2) NMC 17.08.306 Residential Care Facility Definition**

Executive Assistant Katie Williams explained to Planning Commission that the definition changes to both codes was to follow state RCW's language. Planning Commission reviewed Reasonable Accommodation examples, staff will work on a reasonable accommodation code and bring to next meeting.

Commissioner Haberstroh motioned to pass NMC 17.08.017 Adult Family Home Definition and NMC 17.08.306 Residential Care Facility Definition on to City Council, Seconded by Commissioner Morris. Vote on motion 4 aye, 0 nay.

NEW BUSINESS:

1. Review NMC 17.60.020 Habitation in Recreation Vehicles

Director Morris explained to the Planning Commission that this is a code change requested by the police department.

Commissioner Morris motioned to pass NMC 17.60.020 Habitation in Recreation Vehicles code changes on to council, seconded by Commissioner Haberstroh. Vote on motion 4 aye, 0 nay.

CONSIDERATION:

Short Term Rentals

Director Morris requested the Planning Commission brainstorm how the city wants to process short term rentals/vrbo/airbnb. **Executive Assistant Katie Williams** provided two examples of codes from Gig Harbor and Bellingham.

GOOD OF THE ORDER:

Commissioner Haberstroh is happy that the Tumac Taproom and Napavine Grill are successful, but the lack of parking for his tenants at the post office is starting to become an issue.

Commissioner Collins requested new chairs for the sitting area for Council and Planning, with all the updates to city hall it would be nice to have all matching chairs.

ADJOURNMENT 7:22 pm

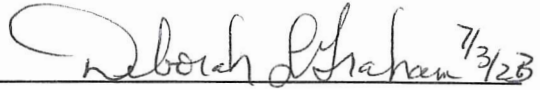
Commissioner Hollinger motioned to adjourn, seconded by **Commissioner Morris** Vote 4 aye, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/MkfAH3q7uN>

Respectfully submitted,



Bryan Morris, Community Development/Public Works Director



Planning Commission Chairperson



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38359	Pape' Machinery	\$128,282.00	
HM 317364 S	6/21/2023	\$128,282.00	2023 JD 310G Backhoe Loader
Reference Number: 38360	International Brotherhood Teamster	\$844.50	
Union Dues - 14728	6/16/2023	\$53.75	
Union Dues - 14729	6/16/2023	\$31.25	
Union Dues - 14730	6/16/2023	\$40.75	
Union Dues - 14732	6/16/2023	\$34.75	
Union Dues - 14733	6/16/2023	\$35.75	
Union Dues - 14734	6/16/2023	\$37.25	
Union Dues - 14736	6/16/2023	\$36.25	
Union Dues - 14737	6/16/2023	\$43.25	
Union Dues - 14738	6/16/2023	\$35.75	
Union Dues - 14739	6/16/2023	\$37.75	
Union Dues - 14742	6/16/2023	\$35.75	
Union Dues - 14744	7/3/2023	\$53.75	
Union Dues - 14745	7/3/2023	\$31.25	
Union Dues - 14746	7/3/2023	\$40.75	
Union Dues - 14748	7/3/2023	\$34.75	
Union Dues - 14749	7/3/2023	\$35.75	
Union Dues - 14750	7/3/2023	\$37.25	
Union Dues - 14752	7/3/2023	\$36.25	
Union Dues - 14753	7/3/2023	\$43.25	
Union Dues - 14754	7/3/2023	\$35.75	
Union Dues - 14755	7/3/2023	\$37.75	
Union Dues - 14759	7/3/2023	\$35.75	
Reference Number: 38361	Office of Support Enforcement	\$228.00	
Child Support - 14745	7/3/2023	\$228.00	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38362	Badger Meter	\$231.58	
80131606	6/29/2023	\$231.58	2023* June Service
Reference Number: 38363	Buzzard O'Rourke	\$14,187.50	
10293	6/26/2023	\$3,247.50	2022 December Prosecution (new billing sy
10294	6/26/2023	\$2,720.00	2022 - Hearing Examiner/Morris Agreement
10295	6/26/2023	\$40.00	2022 - Nixon Harrassment
12192	6/26/2023	\$300.00	2023 - Seizures & Forfeitures
12196	6/26/2023	\$3,560.00	2023- Civil Service/misc
12206	6/26/2023	\$340.00	2023 - BP Pass Through
12264	6/26/2023	\$300.00	2023 - June Prosecution
12312	6/26/2023	\$3,680.00	2023 - June Prosecution
Reference Number: 38364	City of Napavine	\$3,337.03	
2023*April Court Security	5/1/2023	\$304.08	2023*April Court Security
2023*June Court Security	7/6/2023	\$173.84	2023*June Court Security
2023*May Court Security	6/1/2023	\$173.84	2023*May Court Security
2023*May Utility Tax	7/6/2023	\$2,685.27	2023-May Sewer Service Utility Tax
Reference Number: 38365	Flannery Publications	\$377.65	
61812	6/25/2023	\$165.75	Ord 647 HAP
61813	6/25/2023	\$159.90	Ord 648 Civil Service
61814	6/21/2023	\$52.00	6 Yr TIP 2024-2029
Reference Number: 38366	General Pacific Inc	\$713.64	
1295979	6/23/2023	\$713.64	2- E series 1" Meter
Reference Number: 38367	Goods Quarry	\$168.11	
117229	7/6/2023	\$168.11	Rock for PD/Court Parking lot



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38368 07841089	H. D. Fowler Company 6/28/2023	\$483.14	\$483.14 Coupling/Ballcorp stopd
Reference Number: 38369 2035432 4611299	Home Depot Credit Services 6/9/2023 6/7/2023	\$213.53	\$123.72 2x4/grade stakes/studs \$89.81 50" High Lift S Blade Set
Reference Number: 38370 0016-22-06	Jackson Civil Engineering LLC 6/21/2023	\$14,336.16	\$14,336.16 HAPI Project documents
Reference Number: 38371 2023*June Prosecution	Joseph O. Enbody 7/5/2023	\$2,280.00	\$2,280.00 12 Units
Reference Number: 38372 2023 QTR 2 Warrants 2023*June Jail	LCSO-Corrections Bureau 7/6/2023 7/6/2023	\$1,362.26	\$247.00 2023 - QTR2 warrants 19 \$1,115.26 2023-June 13.75 # of beds days
Reference Number: 38373 39765 39844	Lewis County Fleet Svs. 6/20/2023 7/5/2023	\$652.11	\$92.52 22 Dodge Durango oil Change \$559.59 15 Dodge Charger water pump/oil
Reference Number: 38374 104755002*2023 July 104755003*2023 July 104755004*2023 July 104755005*2023 July 104755006*2023 July 104755007*2023 July 104755008*2023 July 104755009*2023 July	Lewis County PUD 6/23/2023 6/23/2023 6/23/2023 6/23/2023 6/23/2023 6/23/2023 6/23/2023 6/23/2023	\$4,543.09	\$33.59 E Park St 5/11-6/21 \$33.59 Triangle 5/11-6/21 \$58.53 WA & 2nd 5/11-6/21 \$69.30 Ball Park lights 5/11-6/21 \$52.23 Linhart 5/11-6/21 \$40.23 Restroom Overpass 5/11-6/21 \$59.03 PW Shop 5/11-6/21 \$57.16 Concessions 5/11-6/21



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
104755010*2023 July	6/30/2023	\$36.85	Hamilton Rd 5/17-6/19
104755011*2023 July	6/23/2023	\$38.58	Stadium Way 5/11-6/21
104755012*2023 July	6/23/2023	\$48.48	Birch Signal 5/11-6/21
104755014*2023 July	6/23/2023	\$36.63	Wa Street Lts 5/11-6/21
104755015*2023 July	6/23/2023	\$44.79	Camden Way 5/11-6/21
104755016*2023 July	6/23/2023	\$42.12	Parkside Loop 5/11-6/21
104755017*2023 July	6/23/2023	\$229.92	3rd Ave Pump Station 5/11-6/21
104755018*2023 July	6/23/2023	\$891.58	80 LLED Low/20 LED high
104755019*2023 July	6/23/2023	\$53.83	Chieri Ct Pump 5/11-6/21
104755020*2023 July	6/23/2023	\$821.12	Birch Ave pump #5 5/11-6/21
104755021*2023 July	6/23/2023	\$161.69	Jefferson St 5/11-6/21
104755022*2023 July	6/23/2023	\$200.72	Rush Rd Pump 5/11-6/21
104755023*2023 July	6/23/2023	\$70.45	Rowell pump 5/11-6/21
104755024*2023 July	6/23/2023	\$140.58	Front Well #2 5/11-6/21
104755025*2023 July	6/23/2023	\$215.85	WA Ave Pump 5/11-6/21
104755026*2023 July	6/30/2023	\$40.09	Koontz Rd 5/17-6/19
115588001*2023 July	6/23/2023	\$57.95	Rathburn 5/11-6/21
115588002*2023 July	6/23/2023	\$40.02	Stelal & 4th 5/11-6/21
124227002*2023 July	6/30/2023	\$448.64	Rush Rd Well 6 5/17-6/19
124227003*2023 July	6/23/2023	\$319.33	City Hall 5/11-6/21
128323001*2023 July	6/23/2023	\$36.05	Ampitheater 5/11-6/21
128578001*2023 July	6/30/2023	\$44.08	Rush Rd 5/17-6/19
128578002*2023 July	6/30/2023	\$37.85	Hamilton Rd 5/17-6/19
128578003*2023 July	6/23/2023	\$37.38	Sommerville 5/11-6/21
128578004*2023 July	6/23/2023	\$44.85	7th Ave Security It 5/11-6/21
Reference Number: 38375	Mountain Mist	\$4.31	
005468974	6/28/2023	\$4.31	Water Cooler Rental 2023 June
Reference Number: 38376	Mrs. Klean Janitorial	\$634.00	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
INV-2117	7/1/2023	\$634.00	2023 -July Clean City Hall
Reference Number: 38377	Sweeny's Ace Hardware	\$174.50	
898073	6/2/2023	\$28.02	Hydraulic Oil
898612	6/5/2023	\$7.54	Clorox bleach
898745	6/6/2023	\$26.93	padlock/sprinkler
898860	6/7/2023	\$6.67	Fasteners
899044	6/9/2023	\$15.07	Parking Lot PD Court
899108	6/9/2023	\$4.30	Suction Cups- Notices
9001134	6/28/2023	\$36.01	2"x10' pipe and tees
900267	6/20/2023	\$21.54	Marking paint
900389	6/22/2023	\$10.77	RV Marine Cleaner
901222	6/29/2023	\$10.34	brake fluid
901278	6/29/2023	\$7.31	250 pk kwi
Reference Number: 38378	Transient Vendor	\$10.51	
23-0185	6/27/2023	\$10.51	Evidence Destruction
Reference Number: 38379	US Cellular	\$1,024.37	
0586109645	6/12/2023	\$225.68	2023- US Cell Phone PW/Clerk 5/12-6/11
0586120555	6/12/2023	\$751.40	2023- June hot spot/MDT/PD Phones
0587923892	6/20/2023	\$47.29	2023- 6/20-7/19 US Cell Phone Treasurer
Reference Number: 38380	Vander Stoep, Blinks, Jones & Unzueta	\$1,100.00	
2023*July Judge	7/1/2023	\$1,100.00	2023*July Judge
Reference Number: 38381	WA Dept of Transportation	\$3,436.65	
*FB91458012231	7/6/2023	\$3,436.65	2023*June Fuel
Reference Number: 38382	Zebra Computers	\$26.95	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
21647	6/26/2023	\$26.95	PD diagnosis of Computer
Reference Number: EFT*20230701			Washington Teamsters Welfare Tru
		\$205.20	
Vision Insurance - 14705	5/17/2023	\$8.55	
Vision Insurance - 14706	5/17/2023	\$8.55	
Vision Insurance - 14709	5/17/2023	\$8.55	
Vision Insurance - 14710	5/17/2023	\$8.55	
Vision Insurance - 14713	6/2/2023	\$17.10	
Vision Insurance - 14714	6/2/2023	\$17.10	
Vision Insurance - 14715	6/2/2023	\$17.10	
Vision Insurance - 14717	6/2/2023	\$17.10	
Vision Insurance - 14719	6/2/2023	\$17.10	
Vision Insurance - 14720	6/2/2023	\$8.55	
Vision Insurance - 14721	6/2/2023	\$8.55	
Vision Insurance - 14722	6/2/2023	\$17.10	
Vision Insurance - 14724	6/2/2023	\$8.55	
Vision Insurance - 14725	6/2/2023	\$8.55	
Vision Insurance - 14726	6/2/2023	\$17.10	
Vision Insurance - 14727	6/2/2023	\$17.10	
Reference Number: EFT*20230702			Washington Teamsters Welfare Tru
		\$273.60	
2023 - June S - Davis	7/3/2023	\$8.55	
2023*June W- Davis	7/3/2023	\$8.55	
Vision Insurance - 14716	6/2/2023	\$17.10	
Vision Insurance - 14737	6/16/2023	\$8.55	
Vision Insurance - 14738	6/16/2023	\$8.55	
Vision Insurance - 14741	6/16/2023	\$8.55	
Vision Insurance - 14742	6/16/2023	\$8.55	
Vision Insurance - 14744	7/3/2023	\$17.10	
Vision Insurance - 14745	7/3/2023	\$17.10	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Vision Insurance - 14746	7/3/2023	\$17.10	
Vision Insurance - 14747	7/3/2023	\$17.10	
Vision Insurance - 14748	7/3/2023	\$17.10	
Vision Insurance - 14749	7/3/2023	\$17.10	
Vision Insurance - 14750	7/3/2023	\$17.10	
Vision Insurance - 14751	7/3/2023	\$17.10	
Vision Insurance - 14752	7/3/2023	\$17.10	
Vision Insurance - 14753	7/3/2023	\$8.55	
Vision Insurance - 14754	7/3/2023	\$8.55	
Vision Insurance - 14755	7/3/2023	\$17.10	
Vision Insurance - 14758	7/3/2023	\$8.55	
Vision Insurance - 14759	7/3/2023	\$8.55	
Reference Number: EFT*20230704	Vimly Benefit Solutions, Inc	\$15,162.48	
2023*June Elwood Ins	7/3/2023	\$742.50	
Medical Dental - 14737	6/16/2023	\$46.56	
Medical Dental - 14738	6/16/2023	\$335.42	
Medical Dental - 14741	6/16/2023	\$15.67	
Medical Dental - 14742	6/16/2023	\$263.14	
Medical Dental - 14753	7/3/2023	\$46.56	
Medical Dental - 14754	7/3/2023	\$335.42	
Medical Dental - 14758	7/3/2023	\$15.67	
Medical Dental - 14759	7/3/2023	\$263.14	
Medical/Dental - 14744	7/3/2023	\$929.84	
Medical/Dental - 14745	7/3/2023	\$929.84	
Medical/Dental - 14746	7/3/2023	\$929.84	
Medical/Dental - 14747	7/3/2023	\$929.84	
Medical/Dental - 14748	7/3/2023	\$929.84	
Medical/Dental - 14749	7/3/2023	\$929.84	
Medical/Dental - 14750	7/3/2023	\$929.84	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Medical/Dental - 14751	7/3/2023	\$929.84	
Medical/Dental - 14752	7/3/2023	\$929.84	
Medical/Dental - 14753	7/3/2023	\$950.00	
Medical/Dental - 14754	7/3/2023	\$950.00	
Medical/Dental - 14755	7/3/2023	\$929.84	
Medical/Dental - 14758	7/3/2023	\$950.00	
Medical/Dental - 14759	7/3/2023	\$950.00	
Reference Number: EFT*20230705	AFLAC Remittance Processing	\$543.20	
Aflac - 14728	6/16/2023	\$32.36	
Aflac - 14731	6/16/2023	\$27.17	
Aflac - 14744	7/3/2023	\$32.37	
Aflac - 14747	7/3/2023	\$27.17	
Aflac Disability - 14731	6/16/2023	\$47.84	
Aflac Disability - 14737	6/16/2023	\$95.68	
Aflac Disability - 14741	6/16/2023	\$68.54	
Aflac Disability - 14747	7/3/2023	\$47.84	
Aflac Disability - 14753	7/3/2023	\$95.68	
Aflac Disability - 14758	7/3/2023	\$68.55	
Reference Number: EFT*20230706	Dept of Retirement Systems	\$7,044.29	
Emp Rtmt - 14744	7/3/2023	\$239.67	
Emp Rtmt - 14745	7/3/2023	\$251.18	
Emp Rtmt - 14746	7/3/2023	\$219.49	
Emp Rtmt - 14747	7/3/2023	\$350.05	
Emp Rtmt - 14748	7/3/2023	\$285.38	
Emp Rtmt - 14749	7/3/2023	\$281.23	
Emp Rtmt - 14750	7/3/2023	\$335.91	
Emp Rtmt - 14751	7/3/2023	\$215.57	
Emp Rtmt - 14752	7/3/2023	\$186.39	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Emp Rtmt - 14753	7/3/2023	\$443.45	
Emp Rtmt - 14754	7/3/2023	\$300.97	
Emp Rtmt - 14755	7/3/2023	\$177.98	
Emp Rtmt - 14758	7/3/2023	\$412.66	
Emp Rtmt - 14759	7/3/2023	\$280.19	
Taxable Retirement - 14744	7/3/2023	\$385.73	
Taxable Retirement - 14745	7/3/2023	\$153.75	
Taxable Retirement - 14746	7/3/2023	\$134.36	
Taxable Retirement - 14747	7/3/2023	\$214.27	
Taxable Retirement - 14748	7/3/2023	\$174.69	
Taxable Retirement - 14749	7/3/2023	\$172.15	
Taxable Retirement - 14750	7/3/2023	\$205.62	
Taxable Retirement - 14751	7/3/2023	\$131.96	
Taxable Retirement - 14752	7/3/2023	\$299.99	
Taxable Retirement - 14753	7/3/2023	\$271.45	
Taxable Retirement - 14754	7/3/2023	\$184.23	
Taxable Retirement - 14755	7/3/2023	\$286.44	
Taxable Retirement - 14758	7/3/2023	\$278.02	
Taxable Retirement - 14759	7/3/2023	\$171.51	
Reference Number: EFT*20230707	Dept of Treasury Internal Revenue	\$6,535.98	
Federal Income Tax - 14744	7/3/2023	\$684.27	
Federal Income Tax - 14745	7/3/2023	\$255.20	
Federal Income Tax - 14746	7/3/2023	\$149.15	
Federal Income Tax - 14747	7/3/2023	\$372.67	
Federal Income Tax - 14748	7/3/2023	\$234.05	
Federal Income Tax - 14749	7/3/2023	\$351.85	
Federal Income Tax - 14750	7/3/2023	\$289.60	
Federal Income Tax - 14751	7/3/2023	\$201.54	
Federal Income Tax - 14752	7/3/2023	\$538.31	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 14753	7/3/2023	\$650.21	
Federal Income Tax - 14754	7/3/2023	\$168.49	
Federal Income Tax - 14755	7/3/2023	\$473.14	
Federal Income Tax - 14756	7/3/2023	\$45.20	
Federal Income Tax - 14757	7/3/2023	\$0.00	
Federal Income Tax - 14758	7/3/2023	\$558.81	
Federal Income Tax - 14759	7/3/2023	\$143.69	
Medicare - 14744 (1)	7/3/2023	\$66.37	
Medicare - 14744 (2)	7/3/2023	\$66.37	
Medicare - 14745 (1)	7/3/2023	\$35.05	
Medicare - 14745 (2)	7/3/2023	\$35.05	
Medicare - 14746 (1)	7/3/2023	\$30.63	
Medicare - 14746 (2)	7/3/2023	\$30.63	
Medicare - 14747 (1)	7/3/2023	\$48.85	
Medicare - 14747 (2)	7/3/2023	\$48.85	
Medicare - 14748 (1)	7/3/2023	\$39.83	
Medicare - 14748 (2)	7/3/2023	\$39.83	
Medicare - 14749 (1)	7/3/2023	\$39.25	
Medicare - 14749 (2)	7/3/2023	\$39.25	
Medicare - 14750 (1)	7/3/2023	\$46.88	
Medicare - 14750 (2)	7/3/2023	\$46.88	
Medicare - 14751 (1)	7/3/2023	\$30.08	
Medicare - 14751 (2)	7/3/2023	\$30.08	
Medicare - 14752 (1)	7/3/2023	\$52.26	
Medicare - 14752 (2)	7/3/2023	\$52.26	
Medicare - 14753 (1)	7/3/2023	\$61.89	
Medicare - 14753 (2)	7/3/2023	\$61.89	
Medicare - 14754 (1)	7/3/2023	\$42.00	
Medicare - 14754 (2)	7/3/2023	\$42.00	
Medicare - 14755 (1)	7/3/2023	\$48.69	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Medicare - 14755 (2)	7/3/2023	\$48.69	
Medicare - 14756 (1)	7/3/2023	\$9.73	
Medicare - 14756 (2)	7/3/2023	\$9.73	
Medicare - 14757 (1)	7/3/2023	\$3.81	
Medicare - 14757 (2)	7/3/2023	\$3.81	
Medicare - 14758 (1)	7/3/2023	\$57.59	
Medicare - 14758 (2)	7/3/2023	\$57.59	
Medicare - 14759 (1)	7/3/2023	\$39.10	
Medicare - 14759 (2)	7/3/2023	\$39.10	
Social Security Tax - 14756 (1)	7/3/2023	\$41.60	
Social Security Tax - 14756 (2)	7/3/2023	\$41.60	
Social Security Tax - 14757 (1)	7/3/2023	\$16.29	
Social Security Tax - 14757 (2)	7/3/2023	\$16.29	
Reference Number: EFT*20230708	Nationwide Retirement Solutions	\$6,134.64	
Deferred Comp - 14728	6/16/2023	\$150.00	
Deferred Comp - 14729	6/16/2023	\$150.00	
Deferred Comp - 14730	6/16/2023	\$100.00	
Deferred Comp - 14731	6/16/2023	\$300.00	
Deferred Comp - 14732	6/16/2023	\$294.88	
Deferred Comp - 14734	6/16/2023	\$50.00	
Deferred Comp - 14735	6/16/2023	\$100.00	
Deferred Comp - 14736	6/16/2023	\$50.00	
Deferred Comp - 14737	6/16/2023	\$150.00	
Deferred Comp - 14738	6/16/2023	\$200.00	
Deferred Comp - 14739	6/16/2023	\$100.00	
Deferred Comp - 14741	6/16/2023	\$300.00	
Deferred Comp - 14742	6/16/2023	\$100.00	
Deferred Comp - 14744	7/3/2023	\$150.00	
Deferred Comp - 14745	7/3/2023	\$150.00	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
Deferred Comp - 14746	7/3/2023	\$100.00	
Deferred Comp - 14747	7/3/2023	\$300.00	
Deferred Comp - 14748	7/3/2023	\$294.88	
Deferred Comp - 14750	7/3/2023	\$50.00	
Deferred Comp - 14751	7/3/2023	\$100.00	
Deferred Comp - 14752	7/3/2023	\$50.00	
Deferred Comp - 14753	7/3/2023	\$150.00	
Deferred Comp - 14754	7/3/2023	\$200.00	
Deferred Comp - 14755	7/3/2023	\$100.00	
Deferred Comp - 14758	7/3/2023	\$300.00	
Deferred Comp - 14759	7/3/2023	\$100.00	
Deferred Comp Match - 14744	7/3/2023	\$150.00	
Deferred Comp Match - 14745	7/3/2023	\$150.00	
Deferred Comp Match - 14746	7/3/2023	\$100.00	
Deferred Comp Match - 14747	7/3/2023	\$300.00	
Deferred Comp Match - 14748	7/3/2023	\$294.88	
Deferred Comp Match - 14750	7/3/2023	\$50.00	
Deferred Comp Match - 14751	7/3/2023	\$100.00	
Deferred Comp Match - 14752	7/3/2023	\$50.00	
Deferred Comp Match - 14753	7/3/2023	\$150.00	
Deferred Comp Match - 14754	7/3/2023	\$200.00	
Deferred Comp Match - 14755	7/3/2023	\$100.00	
Deferred Comp Match - 14758	7/3/2023	\$300.00	
Deferred Comp Match - 14759	7/3/2023	\$100.00	
Reference Number: EFT*20230709	Dept of Licensing Firearms Desk	\$36.00	
NV0000063 Minkoff	6/23/2023	\$18.00	NV0000063 Minkoff
NV0000064 Rouse	6/23/2023	\$18.00	NV0000064 Rouse
Reference Number: EFT*20230710	WAVE	\$90.19	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
104979801-0010220	6/16/2023	\$90.19	2023 WAVE Phone & Internet 6/19-7/18
Reference Number: EFT*20230711	WAVE	\$121.87	
032776101-0010220	7/16/2023	\$121.87	WAVE Internet PD 6/19-7/18
Reference Number: EFT*20230712	WAVE	\$91.27	
032768701-0010231	6/23/2023	\$91.27	2023- WAVE Phone & Internet 6/23-7/22
Reference Number: EFT*20230713	Centurylink	\$56.32	
206T216528954 June 2023	6/20/2023	\$56.32	2023 - July Well Telemetry 206T21
Reference Number: EFT*20230714	Staples Credit Plan	\$168.73	
9913132765	6/22/2023	\$31.89	Thermal Sheets
9982143610	6/27/2023	\$53.86	Funtime Festival Bottles Water
99821443890	6/27/2023	\$82.98	Funtime Fest Candy
Reference Number: EFT*20230715	Dept of Revenue	\$2,138.89	
2023*May DOR	6/1/2023	\$2,138.89	2023*May Ex tax
Reference Number: June 16-30, 2023	Payroll Vendor	\$31,897.24	
ACH Pay - 14744	7/3/2023	\$3,143.54	
ACH Pay - 14745	7/3/2023	\$1,530.89	
ACH Pay - 14746	7/3/2023	\$1,637.62	
ACH Pay - 14747	7/3/2023	\$2,333.76	
ACH Pay - 14748	7/3/2023	\$1,943.49	
ACH Pay - 14749	7/3/2023	\$2,084.56	
ACH Pay - 14750	7/3/2023	\$2,561.18	
ACH Pay - 14751	7/3/2023	\$1,590.90	
ACH Pay - 14752	7/3/2023	\$2,567.75	
ACH Pay - 14753	7/3/2023	\$2,892.01	



Voucher Report July 11, 2023

July 2023 1st Council Meeting

Reference	Date	Amount	Notes
ACH Pay - 14754	7/3/2023	\$1,887.09	
ACH Pay - 14755	7/3/2023	\$2,361.32	
ACH Pay - 14756	7/3/2023	\$561.38	
ACH Pay - 14757	7/3/2023	\$237.17	
ACH Pay - 14758	7/3/2023	\$2,653.53	
ACH Pay - 14759	7/3/2023	\$1,911.05	
TOTAL		\$249,151.49	

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

Accounts Payable	81	22	177,579.09	38359/38362-38382
Payroll Vendors	2	2	1,072.50	38360-38361
Electronic Payments	7	7	2,703.27	EFT*20230709-15
Electronic Payroll	7	7	35,899.39	EFT*20230701-8
ACH Direct Deposit	16	16	31,897.24	Direct Deposit 7/5/2023
Total Vouchers	113	54	249,151.49	

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 _____, 2023



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Napavine

Project Number 6-W-963(009)-1

Project Name 2023 Rush Road Pavement Repairs

Consulting Firm Jackson Civil Engineering, LLC

Supplement Phase Supplement for Construction Phase

The Local Agency of City of Napavine desires to supplement the agreement entered into with Jackson Civil Engineering, LLC and executed on _____.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include

- 1) Field Inspection
 - a. General site inspections
 1. Spot checking materials depths, grade inspection, and traffic control inspection to assure compliance with project plan set.
 2. Verifying on site material certifications to ensure compliance with submitted documentation.
- 2) Contract administration and submittals
 - a. Review and assistance in processing project invoicing
 - b. Review and processing of project materials submittals.
 - c. Review and processing of general transmittals between contractor, outside agencies, and the lead agency.
- 3) Pre-construction meeting
 - a. Attendance and administration of a pre-construction meeting
- 4) TIB paperwork administration
 - a. Development and coordination of a close out updated cost estimate.
- 5) Materials testing
 - a. Density testing of subgrade, crushed surfacing base course, and hot mix asphalt
- 6) Construction staking
 - a. Staking of proposed centerline to include stakes and offset stakes.
 - b. Staking of proposed curb to include stakes and offset stakes.
- 7) Closeout paperwork with state agencies

Review and coordination of statement of intents and affidavits of wages paid.



Transportation Improvement Board
Consultant Supplemental Agreement

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE _____ December 31, 2023

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE _____ \$71,643

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost	\$43,300	\$20,688	\$63,988
Overhead (including Salary Additives)	N/A	N/A	N/A
Fixed Fee	N/A	N/A	N/A
Reimbursables	\$1,700	\$2,183	\$3,883
Subconsultant Cost	0	\$3,772	\$3,772
Total	\$45,000	\$26,643	\$71,643

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature	Date



Transportation Improvement Board
Updated Cost Estimate

Form generated on 02 May 2023

Agency **NAPAVINE**
 TIB Project No **6-W-963(009)-1**
 Project Name **2023 Rush Road Repairs - Varies**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **262,574**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
45,000	0	26,643	0	238,810
Phase Total	45,000	Phase Total		265,453
		Total Project Cost		310,453

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	0	0	0
Total Eligible Project Cost					310,453

Include a cost breakdown of Other Noneligible costs

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	34,059
Calculated Total TIB funds	262,574

The maximum allowable TIB administrative increase can not exceed \$32,356

Requested Change	32,356
Requested Total TIB funds	294,930

Enter explanation for the change in Total Project Cost in the space below

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$32,356

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	262,574	294,930
NAPAVINE	13,820	15,523
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$276,394	\$310,453
Funding Partner Total is Correct		

REQUIRED

ATTACHMENTS

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Submit construction consultant agreement with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

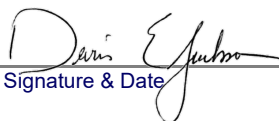
Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Devin E Jackson

Printed or Typed Name

 7/5/23

Signature & Date

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF NAPA VINE AND BP PRODUCTS NORTH AMERICA, INC.,
FOR THE ARCO AM/PM DEVELOPMENT**

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF NAPAVINE
AND BP PRODUCTS NORTH AMERICA, INC.,
FOR THE ARCO AM/PM DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ___ day of July, 2023, by and between the City of Napavine, a noncharter code Washington municipal corporation, hereinafter the “City,” and BP Products North America, Inc., a foreign corporation organized under the laws of the State of Maryland, hereinafter the “Developer.”

RECITALS

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

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, 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

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

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

WHEREAS, this Development Agreement by and between the City and the Developer (hereinafter the “Development Agreement” or “Agreement”), relates to the development known as ARCO am/pm, which is located at: 1235 Rush Rd, Napavine, WA 98532 (Lewis County Tax Parcel No. 018050016005) (hereinafter the “Property”) and legally described herein; and

WHEREAS, both the City and Developer recognize the benefits that both will derive from long term facilities planning and development; and

WHEREAS, Developer and the City desire to utilize the provisions of Chapter 36.70B RCW that provide for cities to enter into development agreements with property owners to govern the future development of real property; and

WHEREAS, a development agreement between Developer and the City is a collaboration that will provide mutual benefit for the parties as well as the region; and

WHEREAS, the following events have occurred in the processing of the Developer’s application:

1. On January 8, 2021, Developer submitted its land use application to the City of Napavine; and
2. On January 20, 2022, Developer’s land use application was deemed complete; and

3. On April 4, 2022, the City issued a Determination of Mitigated Nonsignificance (MDNS); and
4. On _____, _____, the Developer ...; and
5. The City published notice of a public hearing in its designated paper of record on March 23, 2022; and
6. On April 4, 2022, the City held a public hearing to receive input on the MDNS; and
7. The City published notice of a public hearing in its designated paper of record on _____, 2022; and
8. On _____, 2023, the City held a public hearing to receive input on this agreement pursuant to RCW 36.70B.200; and
9. After the public hearing and during its regular open public meeting, the City Council passed an Ordinance and authorized the Mayor to sign this Development Agreement with the Developer.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Recitals Incorporated. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

Section 2. The Project. The Project is the development and use of the Property, consisting of approximately 1.93 acres in the City of Napavine. The Arco AM/PM Project application describes the Project as the construction of a 2,900-square-foot ARCO am/pm convenience store, a 129- by 49-foot fuel canopy with eight (8) multi-product dispensers (MPDs), a 25,000-gallon underground storage tank (UST), and a 22,000-gallon split UST (12,000/10,000) allocated for diesel and premium fuel. The project will include the construction of a truck stop consisting of a 69- by 24-foot canopy over four (4) diesel islands, three (3) underground storage tanks, including two (2) 20,000- gallon USTs for diesel fuel, and one (1) 8,000-gallon UST for diesel exhaust fluid (DEF). Site improvements will include surface parking for 17 vehicles, including eight (8) EV charging spaces, interior and perimeter landscaping, directional ground painting, and a trash and recycling enclosure.

Section 3. The Subject Property. The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. Definitions. As used in this Development Agreement, the following terms, phrases, and words shall have the meanings, and be interpreted as set forth in this Section.

- 4.1. "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.
- 4.2. "Approved Plans" means the plans and designs of the Project constructed or to be constructed on the Subject Property, which has been duly approved by the City of Napavine in full in accordance with City Development Standards.

- 4.3. "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.
- 4.4. "Council" means the duly elected legislative body governing the City of Napavine.
- 4.5. "Design Guidelines" means the Napavine Design Manual, as adopted by the City.
- 4.6. "Development Standards" means the ordinances adopted by the City Council of Napavine, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and Development Standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules, and regulations of the City establishing subdivision standards, park regulations, building standards. "Development Standards" does not include non-land use regulations, which includes taxes and impact fees.
- 4.7. "Director" means the City's Community Development Director or Public Works Director.
- 4.8. "Effective Date" means the effective date of the Adopting Ordinance.
- 4.9. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Napavine in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and Development Standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules, and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.
- 4.10. "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 6 of this Agreement.
- 4.11. "Project" means the anticipated development of the Subject Property, as specified in Section 2 and as provided for in all associated permits/approvals, and all incorporated exhibits.
- 4.12. "Traffic Analysis" means the traffic impact analysis completed on December 7, 2020, by Jake Traffic Engineering, Inc. attached as Exhibit D and incorporated herein by this reference as if set forth in full.

Section 5. Exhibits. Exhibits to this Agreement are as follows:

- 5.1. Exhibit A – Legal description of the Subject Property.
- 5.2. Exhibit B – Map showing Development.
- 5.3. Exhibit C – Map of Wetland Areas.
- 5.4. Exhibit D – Traffic Analysis.
- 5.5. Exhibit E – Letter regarding the Offsite Construction Costs for Performance Bond dated April 14, 2023 from Joe Hall Construction.

Section 6. Parties to Development Agreement. The parties to this Agreement are:

- 6.1. The “City” is the City of Napavine, 407 SW Birch Ave., Napavine, WA 98532
- 6.2. The “Developer” or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 30 South Wacker Drive, Chicago, IL, 60606.
- 6.3. The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 7. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 8. Design and Development. Developer has submitted an application for the development of the Subject Property. No part of this Agreement approves any Application for development of the Subject Property or any future Applications for the Subject Property. The City shall not impose any condition on the Project that is inconsistent with any portion of this Agreement unless required on account of a serious threat to public health and safety as determined by the City Council.

Section 9. Staff Report. Developer shall complete all requirements imposed in the Staff Report issued by the City prior to occupancy.

Section 10. Transportation Concurrency. All of the Project shall be deemed to have met transportation system concurrency requirements set forth in the City Development Standards, provided that Developer pays the following amounts for and constructs the designated improvements as set forth below.

<u>TMD</u>	BP Products North America, Inc.’s Share	# of Critical Trips Mitigated	Transportation Improvements
Future improvements at the I-5 South off ramp Rush Road and Hamilton Road Intersection	\$65,691.00	162	See below, see also Section 11.

The payment included above is made to contribute \$65,691.00 to the City for a future project on Rush Road in the vicinity of the intersection with Hamilton Road. The payment included above does not relieve Developer's obligation to fulfill the requirements set forth in Section 11 of this Agreement.

Construction of any improvements undertaken by the City of Napavine shall be at the discretion of the City. The approved design may be modified as determined by the City.

Section 11. Mitigation of Transportation Impacts. Developer shall mitigate the transportation impacts associated with the Project by performing the following:

11.1. Payment of Sixty Five Thousand Six Hundred Ninety One and 00/100 dollars (\$65,691.00) to the City of Napavine as further described in Section 10 of this Agreement.

11.2. Develop the project site with applicable City requirements.

11.3. Site Driveway. Design and construct the proposed site driveway to properly accommodate projected truck traffic as set forth in the Traffic Analysis and otherwise required by the City of Napavine. Developer shall install this on or before the date on which the City issues Developer a certificate of occupancy for any building constructed as part of the Project.

11.4. Construction of Intersection Improvements. Developer must mitigate impacts to the intersection of Rush Road and Hamilton Road at the South Bound Ramp of I-5 in Napavine due to the Project.

11.4.1. Developer shall construct a new pocket lane on Rush Road from the intersection of Hamilton and Rush Road to the Project driveway/entrance, and shall include necessary utilities as required to accommodate the additional lane. The improvement shall be constructed in accordance with all Approved Plans, City codes, and accepted engineering practices, and shall be completed prior to occupancy of the building on the Property. Developer shall install this on or before the date on which the City issues Developer a certificate of occupancy for any building constructed as part of the Project.

11.5. Design and construct an additional southbound travel lane and taper on Rush Road as Conceptually depicted on Figure 8 of the Traffic Analysis and as designed on the Approved Plans. Any deviations to or from the Approved Plans shall be approved by the City Engineer prior to taking any action.

11.6. Frontage Improvements. Developer shall construct all public street improvements along the frontage of the Property as it develops as required by the Approved Plans and City Development Standards. Developer shall construct all frontage improvements as required by the Approved Plans and City Development Standards.

Section 12. Performance Bonds.

12.1. Offsite Improvements. Developer has obtained a Performance Bond for specified offsite improvements. Developer shall maintain such Performance Bond until the completion of

the offsite improvements and the completion of the project. Failure to maintain said Performance Bond shall be a material breach of this Agreement and Developer shall be deemed to be in default.

Section 13. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in full force and effect for a period of ten (10) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 14. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms, and conditions specified in this 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 Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

Section 15. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation, and extension of public improvements, development guidelines, and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 16. 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 Agreement.

Section 17. Further Discretionary Actions. Developer acknowledges that the 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 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.

Section 18. Financing of Public Facilities.

18.1. Developer acknowledges and agrees that it shall participate in the for its pro-rata share of the costs of public improvements to be financed thereby, in accordance with the provisions of this Agreement and the SEPA MDNS issued for the project.

18.2. At the request of the Developer, the City shall pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands and improvements to serve the Subject Property, whether located within or outside the Subject

Property. To the extent allowed by law, the City shall address any reimbursement mechanism to the Developer for expenses incurred by Developer associated with the development, subject to the City's ordinances and State law.

Section 19. Existing Land Use Fees and Impact Fees.

19.1. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

19.2. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Napavine Municipal Code.

Section 20. Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors. However, the parties also acknowledge that certain amenities associated with the Project must be available in order to address health, safety, and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

20.1. Street Improvements.

20.2. Potable Water and Fire Flow Facilities.

20.3. Sewer Facilities.

20.4. Utilities.

Section 21. Default.

21.1. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute default. In the event of alleged default or breach of any terms or conditions of this 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 or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

21.2. 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 Agreement may, at its option, institute legal proceedings pursuant to this 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.

Section 22. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 23. Termination. This Agreement shall expire and/or terminate as provided below:

23.1. This Agreement shall expire and be of no further force and effect if the development contemplated in this 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 Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

23.2. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

23.3. This Agreement shall terminate upon the expiration of the term identified in Section 13 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This 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.

Section 24. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject 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 Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees, or taxes.

Section 25. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this 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).

Section 26. Assignment and Assumption. The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement.

Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action. Developer shall further provide written notice to the City of any sale, assignment, or transfer within 30 days of such sale, assignment, or transfer becoming effective.

Section 27. Covenants Running with the Land. The conditions and covenants set forth in this 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 Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject 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 Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned, or transferred to it.

Section 28. Amendment to Agreement; Effect of Agreement on Future Actions. This 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).

Nothing in this Agreement shall prevent the City Council from imposing new or different development regulations including but not limited to any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations affecting the Subject Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety.

Section 29. Releases. Developer, 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 Agreement as provided herein.

Section 30. 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 6. 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.

Section 31. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred by City directly relating to this Agreement, including recording fees, publishing fees, and reasonable staff and outside consultant costs. 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 Subject 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.

Section 32. Applicable Law and Attorneys' Fees. This 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 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.

Section 33. 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 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.

Section 34. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 35. Severability. If any section, sentence, clause, or phrase of this Agreement 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. If any provision of this 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 Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 36. Additional Bonding/Security Requirements. In addition to the requirements for traffic impacts, the following are required for the development of the Subject Property per City Development standards:

36.1. Bond Required; Approval. Performance bonds, payment bonds, and maintenance bonds shall be required, managed, and released as set forth in the City Development Standards and Municipal Codes unless otherwise specified in this Development Agreement. All bonding documents shall be approved by the City Attorney. The Performance Bond shall be in the amount of \$852,900.00 based upon the cost breakdown provided to the City by Joe Hall Construction dated April 14, 2023, (\$568,600.00 plus 150%). The Maintenance

Bond shall be in the amount of \$142,150.00 based upon the cost breakdown provided to the City by Joe Hall Construction dated April 14, 2023, (25% of \$568,600.00).

36.2. Waiver and Release. No bond shall be released without the prior written consent of the City and completion of the work for which the bond was submitted. No performance or payment bond shall be released before any required maintenance bond has been submitted.

Section 37. Voluntarily and Knowingly. The Parties agree that each has entered into this Development Agreement knowingly and voluntarily and agree to be bound by the terms and conditions of this Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNER/DEVELOPER:

CITY OF NAPA VINE

By: _____

By: _____

Shawn O’Neill, Mayor

Its _____

ATTEST:

By: _____

Rachelle Denham, City Clerk

APPROVED AS TO FORM:

By: _____

James M.B. Buzzard, City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____ to me known to be _____ of BP Products North America, Inc., a foreign corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 2023.

Notary Public in and for the State of _____
Residing at: _____
My Appointment Expires: _____
Printed Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

On this day personally appeared before me Shawn O'Neill to me known to be the Mayor of the CITY OF NAPAVINE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 2023.

Notary Public in and for the State of _____
Residing at: _____
My Appointment Expires: _____
Printed Name: _____

EXHIBIT A - LEGAL DESCRIPTION

Parcel A

Parcel E of Boundary Line Adjustment No. BN-001-012-01, recorded February 23, 2012, under Auditor's File No. 3374943, in volume 2 of Boundary Line Adjustments, page 296, records of Lewis County, Washington, being located within the northeast quarter of Section 22, Township 13 North, Range 2 West, W.M., Lewis County, Washington.

Parcel B

An easement for ingress and egress as delineated on RECIPROCAL EASEMENT AGREEMENT FOR INGRESS, EGRESS recorded December 31, 2018 under Auditor's File No. 3495972.

EXHIBIT B – MAP SHOWING DEVELOPMENT

EXHIBIT C – MAP OF WETLAND AREAS

EXHIBIT D – TRAFFIC ANALYSIS

EXHIBIT E – LETTER REGARDING THE OFFSITE CONSTRUCTION COSTS
DATED APRIL 14, 2023 FROM JOE HALL CONSTRUCTION