

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

Notice is hereby given that the Napavine City Council has scheduled a public hearing to be held for a **Development Agreement by and between City of Napavine and BP Products North America, Inc., for the ARCO AM/PM Development.**

WHEN: Tuesday, July 25, 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 Development Agreement. 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, Rachelle Denham at P.O. Box 810, Napavine, WA 98565, via email rdenham@cityofnapavine.com, and must be received by Monday, July 24, 2023 at 4:30 pm or by appearing before the Napavine City Council at said hearing.



CITY COUNCIL MEETING AGENDA
Tuesday – July 25, 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: DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF NAPA VINE AND BP PRODUCTS NORTH AMERICA, INC., FOR THE ARCO AM-PM DEVELOPMENT – 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 11, 2023
- VII. STAFF & COUNCIL REPORT
- VIII. PRESENTATION OF PLAQUE TO FUNTIME FESTIVAL
- IX. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) ORD 650- Development Agreement BP and ARCO AM-PM – R. Denham
 - 3) AM 23-15: Liquor License Renewal Dollar General – R. Denham
 - 4) Lewis County Evidence Contract 2024 – Chief Brockmueller
- 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

July 11, 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 - Rachelle Denham, Treasurer – Michelle Whitten, PW/CD Director - Bryan Morris, Chief of Police – John Brockmueller. *Absent: Court Administrator – Lacie DeWitt and Legal Counsel – Jim Buzzard.

CONSENT/APPROVAL OF AGENDA

MOVED:	Don Webster	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:	Ivan Wiediger	Motion: Approval of Minutes - Regular Council Meeting, on June 27, 2023
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

APPROVAL OF MINUTES FROM PUBLIC HEARING - SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2024-2029

MOVED:	Ivan Wiediger	Motion: Approval of Minutes – Public Hearing Meeting Six Year Transportation Improvement Plan 2024-2029, on June 27, 2023
SECONDED:	Brian Watson	
<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 stats and will be provided next time. Chief appreciates the paved area on PD side, Durango has arrived and is outfitted which will be at the parade. The Dodge Charger is ready to ship.

Rachelle Denham – Clerk

- No Report. Michelle Davis just completed her first bill cycle with minimal errors and is glad she is on her team.

Bryan Morris - PW/CD Director

- Report in writing.

Michelle Whitten – Treasurer

- No Report.

Duane Crouse - Mayor Pro Tem

- No Report. A question was asked to Chief Brockmueller if the STP will be re-routed. The Chief answered with yes, the STP will be re-routed during the parade time only.

Heather Stewart – Councilor #4

- Councilor stated the Centralia Mayor, Kelly Johnston has reached out in hopes to have a meeting/workshop about a Boys and Girls Club being opened in the old city hall building that has been purchased by an independent party who wants to do something good for the community, more to come of this as schedules agree. Councilor Stewart asked to be excused at the next council meeting.

Don Webster – Councilor #3

- No Report.

Ivan Wiediger - Councilor #2

- No Report.

Brian Watson – Councilor #1

- No Report.

Shawn O’Neill - Mayor

- Attended the Cheese Days and it was a great event. Had fun at the Hope Alliance golf tournament and won the Tumac Taproom gift basket.

Greg Peterson - Fire Dist. 5

- Thank you to the community, he has served 30 days and has 60 more to go! He’s been working on the apparatus as a primary item, the area has three fire stations, used to be four. Due to equipment failures, there is one primary working fire truck and one backup. Working with the health dept to get functional bathrooms in two outlying departments. Lastly delegation of responsibilities with employees to include apparatus maintenance, communication system and training which will report updates to the fire chief. He asked the council the question What the fire dept. can do and or provide the city. The mayor spoke on his behalf that he’d like to see the fire department pass a levy or bond, which would allow them to get what is needed. The chief stated that our neighbors to the South and Winlock are funding their system at \$1.32 per 1000, Adna 1.30 per 1000 and here is \$0.87 per 1000. The mayor would like to see the fire department be more willing to listen to the community and present “sell” the need to the community. Continued conversation continued.

Amy Hollinger – Planning Commission

- Finalized RV regs and rules within city limits. Also, the adult family home and residential facilities have been worked on. The next meeting may not be held on the 17th due to quorum issues, but the following meeting will be July 31st.

NEW BUSINESS

VOUCHERS- M. WHITTEN

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	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated July 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.	

TIB Consultant Supplemental Agreement: 2023 Rush Road Pavement Repairs 6-W-963(009) – B. MORRIS

MOVED:	Duane Crouse	Motion: Approve TIB Consultant Supplemental Agreement: 2023 Rush Road Pavement Repairs 6-W-963(009)
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

TIB Updated Cost Repair: 2023 Rush Road Pavement Repairs 6-W-963(009)-1– B. Morris

MOVED:	Heather Stewart	Motion: Approve TIB Updated Cost Repair: 2023 Rush Road Pavement Repairs 6-W-963(009)-1
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

Development Agreement Per (TIA)BP Products North America, Inc., ARCO Project – B. Morris

MOVED:	Ivan Wiediger	Motion: Approve Development Agreement Per (TIA)BP Products North America, Inc., ARCO Project and allow Mayor, City Clerk, and the Attorney to sign.
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:

- **Bryan Morris- PW/CD Director:** Asked the council for assistance with a code or moratorium for short-term rentals. Would like to have a workshop with planning commission to discuss. City Clerk will work with Bryan to get something scheduled in September.
- **Heather Stewart- Councilor:** Had a question about Aschenbrenner on social media, Chief said that she is reported as a runaway and if seen please call 911 so she can be taken home.
- **Don Webster-Councilor:** Would like to get a plaque and present to Jerry and Eileen Owens for fifty years serving the Funtime Festival.

ADJOURNMENT:

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Don Webster	
<i>Discussion: Meeting Adjourned at 6:39 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/VjPJnLtSwu> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor

**Napavine Police Department
Monthly Call Activity Report**

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

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

108

JUNE MONTHLY TOTAL

568

**YEAR TO DATE TOTAL 2023
(As of the end of June)**



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 25th, 2023

- **Planning Commission Meeting Minutes**
 - Meeting canceled

- **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



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38384 H-12070	Everson Asphalt Pavine, Inc 7/10/2023	\$19,437.42	\$19,437.42 Court/Police asphalt parking
Reference Number: 38386 INV-2-30313 INV-2-30341	911 Supply Public Safety Gear & Apparel 6/28/2023 6/26/2023	\$77.91	\$26.96 Patrol Uniforms Sims Smith & Warren \$50.95 Patrol Uniforms Sims Name tape
Reference Number: 38387 Owens Award	Aldersons Awards West Printwares Inc 7/14/2023	\$62.76	\$62.76 Funtime Festival Appreciation Owens
Reference Number: 38388 2794	AV Capture All Inc 3/1/2023	\$1,617.00	\$1,617.00 4/1/23-3/31/2024 subscription court
Reference Number: 38389 10296	Buzzard O'Rourke 12/26/2022	\$630.00	\$630.00 2023 - TA Pass Thru
Reference Number: 38390 INV160905 INV160906	Capital Business Machines 7/6/2023 7/6/2023	\$330.79	\$217.72 2023 6/1-6/30 copies \$113.07 2023- 6/1-6/30 copies PD/Court
Reference Number: 38391 2023*July WWTP	City of Chehalis 7/12/2023	\$14,043.00	\$14,043.00 2023 July Monthly Sewer Treatment Costs
Reference Number: 38392 2023*June Utility Tax	City of Napavine 7/10/2023	\$10,846.71	\$10,846.71 2023- June Water/Sewer Service Utility
Reference Number: 38393 9337	Goods Quarry 6/16/2023	\$184.14	\$184.14 13.14 ton 5/8" minus
Reference Number: 38394 1018141	Harbor Freight Tools 6/6/2023	\$58.41	\$58.41 3-dual cartridge resperator med
Reference Number: 38395	Jackson Civil Engineering LLC	\$19,269.88	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
0016-11-16	7/20/2023	\$235.00	Pass Thru Scot Industries
0016-20-05	7/20/2023	\$2,782.50	pass Thru Rognlin Rush Rd
0016-20-06	7/11/2023	\$3,980.54	Rush Rd Pavement plans
0016-25-03	7/11/2023	\$2,532.50	Coring Program Rush Rd
0016-26-02	7/11/2023	\$8,051.84	Finalize projects/admin/bid prep etc
0016-27-01	7/11/2023	\$1,147.50	Jefferson Station Eng
0016-GEN-16	5/16/2023	\$297.50	Economic Alliance Meeting/project admin
0016-Gen-17	7/11/2023	\$242.50	Pass Thru ARCO
Reference Number: 38396	LCSO-Corrections Bureau	\$664.99	
2023*June Prisoner Medical	7/11/2023	\$664.99	2023*June Prisoner Medical
Reference Number: 38397	LECO Supply, Inc	\$731.95	
213189	7/10/2023	\$731.95	Chlorine 2 drums
Reference Number: 38398	Lemay Mobile Shredding	\$65.00	
1643384	7/3/2023	\$65.00	PD Shred
Reference Number: 38399	Lewis County Fleet Svs.	\$153.51	
39891	7/14/2023	\$153.51	2019 Ford F-150 oil change
Reference Number: 38400	Lewis County Public Health Department	\$112.00	
7051	7/12/2023	\$112.00	4 water bottles
Reference Number: 38401	Lewis County Sheriffs Office	\$411.46	
2023*June Evidence	7/6/2023	\$411.46	
Reference Number: 38402	Lewis County Treasurer	\$24.54	
2023*June Crime Victims	7/12/2023	\$24.54	2023 - June Court Remittance
Reference Number: 38403	Modern Marketing	\$157.83	
MMI151098	6/23/2023	\$157.83	Syringe Containers-12



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38404 005494283	Mountain Mist 7/17/2023	\$23.67	\$23.67 2-5 gal water jugs PD/Court
Reference Number: 38405 00212958	Owen Equipment 7/11/2023	\$695.49	\$695.49 street sweeper brushes
Reference Number: 38406 2307152	PND Engineers, Inc. 7/17/2023	\$4,989.70	\$4,989.70 Final Design Mayme shelter
Reference Number: 38407 43105013	Rodda Paint Co 7/11/2023	\$545.63	\$545.63 2-5 gal yellow 2-5 gal white TP II
Reference Number: 38408 2023*June State Remit	State Treasurer's Office 7/12/2023	\$597.89	\$597.89 2023*June State Remit
Reference Number: 38409 669-3007624	The Glass Guy 7/12/2023	\$289.98	\$289.98 06 Silverado Windshield
Reference Number: 38410 180056	The Police and Sheriffs Press 7/12/2023	\$17.60	\$17.60 ID Cards Nichols
Reference Number: 38411 2618365-00	Total Filtration Services, INC 1/20/2023	\$109.26	\$109.26 Filters 48
Reference Number: 38412 1160.0 Neiser	Transient Vendor 7/12/2023	\$236.49	\$236.49
Reference Number: 38413 2689.0 Slinkard	Transient Vendor 6/29/2023	\$798.56	\$798.56 Refund Overpayment Acc 2689.0
Reference Number: 38414	Transient Vendor	\$103.00	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
2993.0 Longanecker	7/12/2023	\$103.00	Refund Overpayment Acc 2993.0
Reference Number: 38415	US Bank Corp Payment Syst	\$3,226.38	
2023* 6/30 USPS-1	6/30/2023	\$16.50	PD Postage
2023* July 5 Soft Touch	7/5/2023	\$12.45	2023* July 5 Soft Touch
2023*6/12 Amazon	6/12/2023	\$334.99	Surge Protectors - Court AOC grant
2023*6/12 USPS	6/12/2023	\$8.13	Court Postage
2023*6/13 CCFAB	6/13/2023	\$17.27	Lawn mower repair
2023*6/13 USPS	6/13/2023	\$25.59	Court Postage
2023*6/14 Tractor Supply	6/14/2023	\$173.11	pump 60 PSI
2023*6/16 USPS	6/16/2023	\$8.13	PD Postage
2023*6/20 Amazon	6/20/2023	\$426.88	TV Cart Court
2023*6/20 Walmart	6/20/2023	\$582.12	Large Screen TV Court
2023*6/26 USPS	6/26/2023	\$13.80	postage Water/sewer cust
2023*6/27 Amazon	6/27/2023	\$29.14	hole punch/ tape
2023*6/27 usps	6/27/2023	\$7.50	postage Water/sewer cust
2023*6/27 usps -1	6/27/2023	\$9.17	postage Water/sewer cust
2023*6/6 Amazon	6/6/2023	\$173.53	Totes PW keyboard/mouse
2023*6/6 The Paintstore	6/6/2023	\$316.01	Marking Paint - blue green white
2023*6/7 Amazon	6/7/2023	\$60.56	Microphone stands -AOC grant
2023*6/7 O'Reilly	6/7/2023	\$49.76	Fuel Wtr Sep
2023*6/7 Tractor Supply	6/7/2023	\$194.61	Hydr Fluid
2023*6/9 AMAZON	6/9/2023	\$82.94	locking dropbox
2023*July Free Conference	7/20/2023	\$3.24	2023*July Free Conference
2023*June 12 Walmart	6/12/2023	\$18.26	hose
2023*June 21 Soft Touch	6/21/2023	\$12.45	2023*June 21 Soft Touch
2023*June 22 ICC	6/22/2023	\$290.00	Building Inspector Exam
2023*June 24 Glint Car Wash	6/24/2023	\$18.00	2023*June 24 Glint Car Wash
2023*June 27 ZOOM	6/20/2023	\$17.03	2023*June 27-Jul 26
2023*June 30 USPS	6/30/2023	\$63.00	Court Postage
2023*June 6 Soft Touch	6/6/2023	\$12.45	2023*June 6 Soft Touch



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
2023*June 6 USPS	6/6/2023	\$15.60	postage Water/sewer cust
2023*June 8 Staples	6/6/2023	\$234.16	key tags/file folders etc
Reference Number: 38416	US Bank NA Cincinnati	\$26.00	
2023*June Bond Maint	6/30/2023	\$26.00	2023 -June Bond Fee
Reference Number: 38417	Utilities Underground Location Center	\$21.93	
3060195	6/30/2023	\$21.93	2023 June Locates 17
Reference Number: 38418	Washington State Patrol	\$26.50	
123007163	7/3/2023	\$26.50	CPL Background Checks Minkoff & Rouse
Reference Number: 38419	Toledotel	\$2,968.81	
10023547	6/1/2023	\$2,616.94	2023 may9- June 30 phone system and
10025822	7/1/2023	\$351.87	2023*Jul 1-30
Reference Number: 38420	Office of Support Enforcement	\$228.00	
Child Support - 14761	7/18/2023	\$228.00	
Reference Number: EFT*20230716	WAVE	\$442.88	
104979801-0010165	5/17/2023	\$442.88	2023- WAVE Phone & Internet 5/19-6/18
Reference Number: EFT*20230717	WAVE	\$121.87	
032776101-0010165	5/17/2023	\$121.87	2023- WAVE Phone 5/19-6/18
Reference Number: EFT*20230718	WAVE	\$91.27	
032768701-0010175	5/23/2023	\$91.27	2023- WAVE Phone & Internet 5/23-6/22
Reference Number: EFT*20230719	Dept of Revenue	\$8,341.02	
2023*June DOR	7/11/2023	\$8,341.02	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: EFT*20230720	Dept of Labor & Industry	\$7,246.11	
Emp L&I - 14682	5/2/2023	\$239.24	
Emp L&I - 14683	5/2/2023	\$89.31	
Emp L&I - 14684	5/2/2023	\$7.11	
Emp L&I - 14685	5/2/2023	\$15.08	
Emp L&I - 14686	5/2/2023	\$11.27	
Emp L&I - 14687	5/2/2023	\$12.37	
Emp L&I - 14688	5/2/2023	\$84.96	
Emp L&I - 14689	5/2/2023	\$207.04	
Emp L&I - 14690	5/2/2023	\$102.02	
Emp L&I - 14691	5/2/2023	\$99.23	
Emp L&I - 14692	5/2/2023	\$213.94	
Emp L&I - 14693	5/2/2023	\$92.02	
Emp L&I - 14694	5/2/2023	\$17.28	
Emp L&I - 14695	5/2/2023	\$13.55	
Emp L&I - 14696	5/17/2023	\$264.55	
Emp L&I - 14697	5/17/2023	\$109.15	
Emp L&I - 14698	5/17/2023	\$14.91	
Emp L&I - 14699	5/17/2023	\$18.21	
Emp L&I - 14700	5/17/2023	\$15.84	
Emp L&I - 14701	5/17/2023	\$16.94	
Emp L&I - 14702	5/17/2023	\$59.54	
Emp L&I - 14703	5/17/2023	\$14.91	
Emp L&I - 14704	5/17/2023	\$144.93	
Emp L&I - 14705	5/17/2023	\$103.88	
Emp L&I - 14706	5/17/2023	\$109.15	
Emp L&I - 14707	5/17/2023	\$172.53	
Emp L&I - 14708	5/17/2023	\$52.91	
Emp L&I - 14709	5/17/2023	\$17.53	
Emp L&I - 14710	5/17/2023	\$14.91	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Emp L&I - 14713	6/2/2023	\$14.91	
Emp L&I - 14714	6/2/2023	\$18.30	
Emp L&I - 14715	6/2/2023	\$10.84	
Emp L&I - 14716	6/2/2023	\$18.13	
Emp L&I - 14717	6/2/2023	\$106.67	
Emp L&I - 14718	6/2/2023	\$14.91	
Emp L&I - 14719	6/2/2023	\$200.13	
Emp L&I - 14720	6/2/2023	\$103.57	
Emp L&I - 14721	6/2/2023	\$84.34	
Emp L&I - 14722	6/2/2023	\$241.54	
Emp L&I - 14723	6/2/2023	\$46.01	
Emp L&I - 14724	6/2/2023	\$13.04	
Emp L&I - 14725	6/2/2023	\$14.91	
Emp L&I - 14726	6/2/2023	\$230.04	
Emp L&I - 14727	6/2/2023	\$109.15	
Emp L&I - 14728	6/16/2023	\$218.54	
Emp L&I - 14729	6/16/2023	\$109.15	
Emp L&I - 14730	6/16/2023	\$13.72	
Emp L&I - 14731	6/16/2023	\$14.74	
Emp L&I - 14732	6/16/2023	\$14.31	
Emp L&I - 14733	6/16/2023	\$13.89	
Emp L&I - 14734	6/16/2023	\$94.27	
Emp L&I - 14735	6/16/2023	\$14.74	
Emp L&I - 14736	6/16/2023	\$230.04	
Emp L&I - 14737	6/16/2023	\$109.15	
Emp L&I - 14738	6/16/2023	\$93.65	
Emp L&I - 14739	6/16/2023	\$124.22	
Emp L&I - 14740	6/16/2023	\$92.02	
Emp L&I - 14741	6/16/2023	\$18.68	
Emp L&I - 14742	6/16/2023	\$14.91	
Emp L&I - 14743	6/16/2023	\$39.69	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Emp L&I - 14744	7/3/2023	\$197.83	
Emp L&I - 14745	7/3/2023	\$79.38	
Emp L&I - 14746	7/3/2023	\$12.71	
Emp L&I - 14747	7/3/2023	\$8.05	
Emp L&I - 14748	7/3/2023	\$14.74	
Emp L&I - 14749	7/3/2023	\$12.20	
Emp L&I - 14750	7/3/2023	\$97.37	
Emp L&I - 14751	7/3/2023	\$13.55	
Emp L&I - 14752	7/3/2023	\$223.14	
Emp L&I - 14753	7/3/2023	\$97.37	
Emp L&I - 14754	7/3/2023	\$75.66	
Emp L&I - 14755	7/3/2023	\$179.43	
Emp L&I - 14756	7/3/2023	\$37.83	
Emp L&I - 14757	7/3/2023	\$23.00	
Emp L&I - 14758	7/3/2023	\$12.96	
Emp L&I - 14759	7/3/2023	\$13.55	
L&I - 14682	5/2/2023	\$41.59	
L&I - 14683	5/2/2023	\$21.67	
L&I - 14684	5/2/2023	\$4.33	
L&I - 14685	5/2/2023	\$9.18	
L&I - 14686	5/2/2023	\$6.86	
L&I - 14687	5/2/2023	\$7.53	
L&I - 14688	5/2/2023	\$20.62	
L&I - 14689	5/2/2023	\$35.99	
L&I - 14690	5/2/2023	\$24.75	
L&I - 14691	5/2/2023	\$24.08	
L&I - 14692	5/2/2023	\$37.19	
L&I - 14693	5/2/2023	\$16.00	
L&I - 14694	5/2/2023	\$10.53	
L&I - 14695	5/2/2023	\$8.26	
L&I - 14696	5/17/2023	\$45.99	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
L&I - 14697	5/17/2023	\$26.48	
L&I - 14698	5/17/2023	\$9.08	
L&I - 14699	5/17/2023	\$11.09	
L&I - 14700	5/17/2023	\$9.65	
L&I - 14701	5/17/2023	\$10.32	
L&I - 14702	5/17/2023	\$14.45	
L&I - 14703	5/17/2023	\$9.08	
L&I - 14704	5/17/2023	\$25.19	
L&I - 14705	5/17/2023	\$25.20	
L&I - 14706	5/17/2023	\$26.48	
L&I - 14707	5/17/2023	\$29.99	
L&I - 14708	5/17/2023	\$9.20	
L&I - 14709	5/17/2023	\$10.68	
L&I - 14710	5/17/2023	\$9.08	
L&I - 14713	6/2/2023	\$9.08	
L&I - 14714	6/2/2023	\$11.15	
L&I - 14715	6/2/2023	\$6.60	
L&I - 14716	6/2/2023	\$11.04	
L&I - 14717	6/2/2023	\$25.88	
L&I - 14718	6/2/2023	\$9.08	
L&I - 14719	6/2/2023	\$34.79	
L&I - 14720	6/2/2023	\$25.13	
L&I - 14721	6/2/2023	\$20.46	
L&I - 14722	6/2/2023	\$41.99	
L&I - 14723	6/2/2023	\$8.00	
L&I - 14724	6/2/2023	\$7.95	
L&I - 14725	6/2/2023	\$9.08	
L&I - 14726	6/2/2023	\$39.99	
L&I - 14727	6/2/2023	\$26.48	
L&I - 14728	6/16/2023	\$37.99	
L&I - 14729	6/16/2023	\$26.48	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
L&I - 14730	6/16/2023	\$8.36	
L&I - 14731	6/16/2023	\$8.98	
L&I - 14732	6/16/2023	\$8.72	
L&I - 14733	6/16/2023	\$8.46	
L&I - 14734	6/16/2023	\$22.87	
L&I - 14735	6/16/2023	\$8.98	
L&I - 14736	6/16/2023	\$39.99	
L&I - 14737	6/16/2023	\$26.48	
L&I - 14738	6/16/2023	\$22.72	
L&I - 14739	6/16/2023	\$21.59	
L&I - 14740	6/16/2023	\$16.00	
L&I - 14741	6/16/2023	\$11.38	
L&I - 14742	6/16/2023	\$9.08	
L&I - 14743	6/16/2023	\$9.63	
L&I - 14744	7/3/2023	\$34.39	
L&I - 14745	7/3/2023	\$19.26	
L&I - 14746	7/3/2023	\$7.74	
L&I - 14747	7/3/2023	\$4.90	
L&I - 14748	7/3/2023	\$8.98	
L&I - 14749	7/3/2023	\$7.43	
L&I - 14750	7/3/2023	\$23.62	
L&I - 14751	7/3/2023	\$8.26	
L&I - 14752	7/3/2023	\$38.79	
L&I - 14753	7/3/2023	\$23.62	
L&I - 14754	7/3/2023	\$18.36	
L&I - 14755	7/3/2023	\$31.19	
L&I - 14756	7/3/2023	\$9.18	
L&I - 14757	7/3/2023	\$4.00	
L&I - 14758	7/3/2023	\$7.89	
L&I - 14759	7/3/2023	\$8.26	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount Notes
Reference Number: EFT*20230721	WA Employment Security - PFML	\$1,334.95
PFML - 14682	5/2/2023	\$34.48
PFML - 14683	5/2/2023	\$14.53
PFML - 14684	5/2/2023	\$5.96
PFML - 14685	5/2/2023	\$22.67
PFML - 14686	5/2/2023	\$15.99
PFML - 14687	5/2/2023	\$15.73
PFML - 14688	5/2/2023	\$18.36
PFML - 14689	5/2/2023	\$18.85
PFML - 14690	5/2/2023	\$24.84
PFML - 14691	5/2/2023	\$16.86
PFML - 14692	5/2/2023	\$20.88
PFML - 14693	5/2/2023	\$6.12
PFML - 14694	5/2/2023	\$27.62
PFML - 14695	5/2/2023	\$15.70
PFML - 14696	5/17/2023	\$34.77
PFML - 14697	5/17/2023	\$15.45
PFML - 14698	5/17/2023	\$12.30
PFML - 14699	5/17/2023	\$26.23
PFML - 14700	5/17/2023	\$15.99
PFML - 14701	5/17/2023	\$15.73
PFML - 14702	5/17/2023	\$16.45
PFML - 14703	5/17/2023	\$12.29
PFML - 14704	5/17/2023	\$17.02
PFML - 14705	5/17/2023	\$25.30
PFML - 14706	5/17/2023	\$15.99
PFML - 14707	5/17/2023	\$18.86
PFML - 14708	5/17/2023	\$3.52
PFML - 14709	5/17/2023	\$20.00
PFML - 14710	5/17/2023	\$15.70



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
PFML - 14713	6/2/2023	\$12.30	
PFML - 14714	6/2/2023	\$26.40	
PFML - 14715	6/2/2023	\$15.99	
PFML - 14716	6/2/2023	\$22.75	
PFML - 14717	6/2/2023	\$18.82	
PFML - 14718	6/2/2023	\$12.29	
PFML - 14719	6/2/2023	\$18.65	
PFML - 14720	6/2/2023	\$24.84	
PFML - 14721	6/2/2023	\$16.86	
PFML - 14722	6/2/2023	\$24.88	
PFML - 14723	6/2/2023	\$3.06	
PFML - 14724	6/2/2023	\$30.39	
PFML - 14725	6/2/2023	\$15.70	
PFML - 14726	6/2/2023	\$24.02	
PFML - 14727	6/2/2023	\$14.07	
PFML - 14728	6/16/2023	\$26.17	
PFML - 14729	6/16/2023	\$14.99	
PFML - 14730	6/16/2023	\$12.30	
PFML - 14731	6/16/2023	\$20.80	
PFML - 14732	6/16/2023	\$15.99	
PFML - 14733	6/16/2023	\$15.73	
PFML - 14734	6/16/2023	\$17.26	
PFML - 14735	6/16/2023	\$12.08	
PFML - 14736	6/16/2023	\$21.64	
PFML - 14737	6/16/2023	\$24.84	
PFML - 14738	6/16/2023	\$15.99	
PFML - 14739	6/16/2023	\$18.30	
PFML - 14740	6/16/2023	\$6.12	
PFML - 14741	6/16/2023	\$25.97	
PFML - 14742	6/16/2023	\$15.70	
PFML - 14743	6/16/2023	\$4.10	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
PFML - 14744	7/3/2023	\$26.64	
PFML - 14745	7/3/2023	\$14.07	
PFML - 14746	7/3/2023	\$12.30	
PFML - 14747	7/3/2023	\$19.61	
PFML - 14748	7/3/2023	\$15.99	
PFML - 14749	7/3/2023	\$15.76	
PFML - 14750	7/3/2023	\$18.82	
PFML - 14751	7/3/2023	\$12.08	
PFML - 14752	7/3/2023	\$20.98	
PFML - 14753	7/3/2023	\$24.84	
PFML - 14754	7/3/2023	\$16.86	
PFML - 14755	7/3/2023	\$19.55	
PFML - 14756	7/3/2023	\$3.91	
PFML - 14757	7/3/2023	\$1.53	
PFML - 14758	7/3/2023	\$23.12	
PFML - 14759	7/3/2023	\$15.70	
Reference Number: EFT*20230722	DE Lage Landen Financial Services	\$464.00	
80373414	7/8/2023	\$464.00	2023 7/2-7/31 Sharp MX307105
Reference Number: EFT*20230723	Cintas Corp	\$47.78	
5166705211	7/13/2023	\$47.78	burn relief/ibuprofen
Reference Number: EFT*20230724	Dept of Retirement Systems	\$7,111.46	
Emp Rtmt - 14760	7/18/2023	\$254.70	
Emp Rtmt - 14761	7/18/2023	\$234.40	
Emp Rtmt - 14762	7/18/2023	\$198.37	
Emp Rtmt - 14764	7/18/2023	\$316.36	
Emp Rtmt - 14765	7/18/2023	\$257.91	
Emp Rtmt - 14766	7/18/2023	\$275.95	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Emp Rtmt - 14767	7/18/2023	\$263.67	
Emp Rtmt - 14768	7/18/2023	\$194.83	
Emp Rtmt - 14769	7/18/2023	\$153.99	
Emp Rtmt - 14770	7/18/2023	\$400.77	
Emp Rtmt - 14771	7/18/2023	\$257.92	
Emp Rtmt - 14772	7/18/2023	\$183.23	
Emp Rtmt - 14774	7/18/2023	\$234.57	
Emp Rtmt - 14775	7/18/2023	\$322.68	
Emp Rtmt - 14776	7/18/2023	\$253.22	
Emp Rtmt - 14777	7/18/2023	\$40.39	
Taxable Retirement - 14760	7/18/2023	\$409.92	
Taxable Retirement - 14761	7/18/2023	\$158.76	
Taxable Retirement - 14762	7/18/2023	\$134.36	
Taxable Retirement - 14764	7/18/2023	\$214.27	
Taxable Retirement - 14765	7/18/2023	\$174.69	
Taxable Retirement - 14766	7/18/2023	\$186.91	
Taxable Retirement - 14767	7/18/2023	\$178.59	
Taxable Retirement - 14768	7/18/2023	\$131.96	
Taxable Retirement - 14769	7/18/2023	\$247.84	
Taxable Retirement - 14770	7/18/2023	\$271.45	
Taxable Retirement - 14771	7/18/2023	\$174.69	
Taxable Retirement - 14772	7/18/2023	\$294.90	
Taxable Retirement - 14774	7/18/2023	\$213.09	
Taxable Retirement - 14775	7/18/2023	\$240.55	
Taxable Retirement - 14776	7/18/2023	\$171.51	
Taxable Retirement - 14777	7/18/2023	\$65.01	
Reference Number: EFT*20230725	Dept of Treasury Internal Revenue Service	\$7,128.77	
Federal Income Tax - 14760	7/18/2023	\$746.34	
Federal Income Tax - 14761	7/18/2023	\$272.53	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 14762	7/18/2023	\$149.15	
Federal Income Tax - 14764	7/18/2023	\$372.67	
Federal Income Tax - 14765	7/18/2023	\$234.05	
Federal Income Tax - 14766	7/18/2023	\$402.90	
Federal Income Tax - 14767	7/18/2023	\$238.60	
Federal Income Tax - 14768	7/18/2023	\$201.54	
Federal Income Tax - 14769	7/18/2023	\$386.77	
Federal Income Tax - 14770	7/18/2023	\$650.21	
Federal Income Tax - 14771	7/18/2023	\$150.49	
Federal Income Tax - 14772	7/18/2023	\$499.89	
Federal Income Tax - 14773	7/18/2023	\$190.19	
Federal Income Tax - 14774	7/18/2023	\$208.01	
Federal Income Tax - 14775	7/18/2023	\$441.05	
Federal Income Tax - 14776	7/18/2023	\$143.69	
Federal Income Tax - 14777	7/18/2023	\$56.01	
Medicare - 14760 (1)	7/18/2023	\$70.12	
Medicare - 14760 (2)	7/18/2023	\$70.12	
Medicare - 14761 (1)	7/18/2023	\$36.20	
Medicare - 14761 (2)	7/18/2023	\$36.20	
Medicare - 14762 (1)	7/18/2023	\$30.63	
Medicare - 14762 (2)	7/18/2023	\$30.63	
Medicare - 14764 (1)	7/18/2023	\$48.85	
Medicare - 14764 (2)	7/18/2023	\$48.85	
Medicare - 14765 (1)	7/18/2023	\$39.83	
Medicare - 14765 (2)	7/18/2023	\$39.83	
Medicare - 14766 (1)	7/18/2023	\$42.61	
Medicare - 14766 (2)	7/18/2023	\$42.61	
Medicare - 14767 (1)	7/18/2023	\$40.72	
Medicare - 14767 (2)	7/18/2023	\$40.72	
Medicare - 14768 (1)	7/18/2023	\$30.08	
Medicare - 14768 (2)	7/18/2023	\$30.08	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Medicare - 14769 (1)	7/18/2023	\$42.27	
Medicare - 14769 (2)	7/18/2023	\$42.27	
Medicare - 14770 (1)	7/18/2023	\$61.89	
Medicare - 14770 (2)	7/18/2023	\$61.89	
Medicare - 14771 (1)	7/18/2023	\$39.83	
Medicare - 14771 (2)	7/18/2023	\$39.83	
Medicare - 14772 (1)	7/18/2023	\$50.46	
Medicare - 14772 (2)	7/18/2023	\$50.46	
Medicare - 14773 (1)	7/18/2023	\$27.26	
Medicare - 14773 (2)	7/18/2023	\$27.26	
Medicare - 14774 (1)	7/18/2023	\$36.66	
Medicare - 14774 (2)	7/18/2023	\$36.66	
Medicare - 14775 (1)	7/18/2023	\$49.83	
Medicare - 14775 (2)	7/18/2023	\$49.83	
Medicare - 14776 (1)	7/18/2023	\$39.10	
Medicare - 14776 (2)	7/18/2023	\$39.10	
Medicare - 14777 (1)	7/18/2023	\$11.05	
Medicare - 14777 (2)	7/18/2023	\$11.05	
Social Security Tax - 14773 (1)	7/18/2023	\$116.58	
Social Security Tax - 14773 (2)	7/18/2023	\$116.58	
Social Security Tax - 14774	7/18/2023	\$156.74	
Reference Number: July 1-15, 2023	Payroll Vendor	\$34,104.20	
ACH Pay - 14760	7/18/2023	\$3,309.05	
ACH Pay - 14761	7/18/2023	\$1,568.80	
ACH Pay - 14762	7/18/2023	\$1,625.68	
ACH Pay - 14764	7/18/2023	\$2,312.46	
ACH Pay - 14765	7/18/2023	\$1,929.26	
ACH Pay - 14766	7/18/2023	\$2,230.90	
ACH Pay - 14767	7/18/2023	\$2,211.52	
ACH Pay - 14768	7/18/2023	\$1,579.70	



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
ACH Pay - 14769	7/18/2023	\$2,084.90	
ACH Pay - 14770	7/18/2023	\$2,870.57	
ACH Pay - 14771	7/18/2023	\$1,751.52	
ACH Pay - 14772	7/18/2023	\$2,419.45	
ACH Pay - 14773	7/18/2023	\$1,502.70	
ACH Pay - 14774	7/18/2023	\$1,928.78	
ACH Pay - 14775	7/18/2023	\$2,286.02	
ACH Pay - 14776	7/18/2023	\$1,898.72	
ACH Pay - 14777	7/18/2023	\$594.17	
TOTAL		\$150,218.50	

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

Accounts Payable	84	34	83,556.19	38384-38419
Payroll Vendors	1	1	228.00	38420
Electronic Payme	6	6	9,508.82	EFT*20230716-19/22-23
Electronic Payrol	4	4	22,821.29	EFT*20230721-21/24-25
ACH Direct Depo	17	17	34,104.20	Direct Deposit 7/20/2023
Total Vouchers	112	62	150,218.50	

Void Check 38383 & 38385

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

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____



Voucher Activity July 25, 2023

July 2023 2nd Council Meeting

Reference	Date	Amount	Notes
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Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS _ DAY OF _____, 2023

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 650

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,
APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY
OWNED BY BP PRODUCTS NORTH AMERICA INC. ON RUSH ROAD
IN THE CITY OF NAPAVINE; AND PROVIDING FOR SEVERABILITY
AND ESTABLISHING AN EFFECTIVE DATE.**

RECITALS:

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

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

WHEREAS, BP PRODUCTS NORTH AMERICA, INC., owns an approximately 1.93-acre site south of the Hamilton Road and Rush Road intersection in Napavine, Washington, and

WHEREAS, BP PRODUCTS NORTH AMERICA, INC., has requested that the City and BP PRODUCTS NORTH AMERICA, INC., enter into a development agreement in order to set forth the development standards and other provisions that will govern and vest the development, use, and mitigation of more than 2,900-square-foot ARCO ampm 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. Additionally, 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 on the aforementioned BP PRODUCTS NORTH AMERICA, INC., property, and

WHEREAS, pursuant to RCW 36.70B.200, the Napavine City Council held a public hearing on the proposed agreement on _____, 2023, and after considering all testimony presented at

the public hearing, determined that a development agreement for the aforementioned BP PRODUCTS NORTH AMERICA, INC., property should be approved as set forth herein.

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

Section 1. Non-Codified Ordinance. This Ordinance shall not be codified.

Section 2. Development Agreement Approved. That certain agreement entitled, “ARCO am/pm Development Agreement” attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby approved and shall govern development of the aforementioned ARCO am/pm property described in said agreement. The Mayor is hereby authorized to execute the development agreement on behalf of the City.

Section 3. Recording. As provided in RCW 36.70B.190, a signed original of the agreement shall be recorded with the real property records of Lewis County, Washington and shall be binding on the parties and their successors and assigns.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect on the date included in the Development Agreement, or as otherwise provided by law.

Section 6. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this _____ day of July, 2023.

Shawn O’Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2023
Publication Date: _____/2023
Effective Date: _____/2023



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

**City of Napavine
Action Memorandum No. 23-15**

AM 23-15: Notice of Liquor License Renewal – Dollar General Store #20770

Originator: Rachele Denham, City Clerk

Prepared Date: July 12, 2023

Agenda Date: July 25, 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) Dollar General Store #20770 expires October 31, 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: Dollar General Store #20770 liquor licenses renewal.

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPA VINE
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DG STRATEGIC VII, LLC	DOLLAR GENERAL STORE #20770 417 BIRCH AVE SW NAPA VINE WA 98565 0000	430301	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE



Washington State
Liquor and Cannabis Board
PO Box 43098,

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

MAYOR OF NAPAINE
CITY HALL
NAPAINE, WA 98565



Washington State
Liquor and Cannabis Board
PO Box 43098

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

July 06, 2023

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

**Interlocal Agreement Between
City of Napavine and Lewis County:
Regional Evidence Facility**

This Agreement is executed on the dates inscribed on page eight (8) hereof, subject however to ratification by the parties' respective governing bodies:

– by and between –

Lewis County, by and through the Lewis County Sheriff's Office, % Robert R. Snaza, Sheriff, 345 West Main Street, Chehalis, Washington, 98532, hereinafter referred to as the "County";

– and –

City of Napavine, by and through the Napavine Police Department, c/o John Brockmueller, Chief of Police, P. O. Box 179, Napavine, Washington, 98565, hereinafter referred to as the "City".

WITNESSETH:

Whereas, the Lewis County Sheriff's Office operates a Regional Evidence Facility located in the City of Chehalis; and

Whereas, the City of Napavine wishes to utilize the services of the Regional Evidence Facility upon the terms set forth hereinbelow;

Therefore, the parties agree as follows:

AGREEMENT:

1. The County shall provide property and evidence storage and handling services to the Napavine Police Department, hereinafter referred to as "NPD", in accordance with procedures and policies adopted by the Lewis County Sheriff's Office (including any future amendments thereto), for items of property and evidence collected, stored, and handled on behalf of the City by the Lewis County Sheriff's Office, hereinafter referred to, variously, as "LCSO" and as the "Sheriff's Office".
2. Effective January 2024, the City shall pay to the County an annual fee of \$8,400.00, payable in monthly installments of \$700.00 (or payable as per Subsection 2(a) below). In exchange therefore, the County shall provide services of the nature described generally below, not to exceed eight (12) hours per month. If NPD should require more than eight (12) hours per month of such services, and if LCSO

staffing, workload, and other contracting agencies' demands for services allow, then the City shall pay for such additional services in any calendar month at the rate of \$30.00 per hour, per employee.

- a) If the City wishes to do so, it will be free at any time to pay this fee in one payment of \$8,400.00, annually and in advance; or in monthly, quarterly, or semi-annual payments, in advance.
3. The following services shall be provided, without extra charge, up to the stated limit of eight (12) hours per month, and in the manner described in Subsections (a) through (i) of this present Section 3:
- a) Spillman data: With Spillman data existing within NPD, all new incoming Property/Evidence will be logged into Evidence and entered into Spillman by NPD per LCSO standard evidence procedures.
 - b) Intake procedures: Intake of new and existing cases will be submitted by the City with all appropriate paperwork. Intake includes, but is not necessarily limited to: all serial numbers ran; ATF forms done; all weapon releases (criminal history & mental health checks) will be done and documented; all appropriate notifications (such as "Return to Owner" (RTO), or "Last Known Registered Owner" (LKRO)); and evidence personnel doing the research and/or obtaining releases necessary to disposition a case out.
 - c) Deliveries: Evidence and property will be brought by the NPD to the LCSO Regional Evidence Facility on Tuesdays at a predetermined time to be agreed in advance by LCSO and the NPD. Cases not properly packaged or without paperwork will not be accepted. If unsure of what is required of an item or case, the City's chief law enforcement officer (or his designee) will contact LCSO's Regional Evidence Facility Director of Property Management (hereinafter referred to as the "Director") prior to bringing items in.
 - d) Time sensitive evidence: Time sensitive evidence, such as DUI vials, arson evidence, bloody or wet items, rape and buccal swab kits, will be submitted timely and as soon as possible after collecting. This type of evidence shall receive appropriate intake processing (for example, drying or refrigeration) upon submission and prior to analysis.
 - e) Necessary or agreed upon processing (fingerprinting, drying stations, etc.): The City can request a specific type of processing, but LCSO's Director will determine what type of processing, if any, is needed and when it will be done.

- f) Storage needs: Vehicle storage needs will be discussed on a case by case basis, as they arise. The LCSO evidence vehicle bay is available to execute vehicle search warrants for short term storage. When vehicles come in, the NPD will submit property sheet(s); the vehicle key(s) (but *not* any accompanying house, mailbox, or miscellaneous keys); and the tow bill, if one exists. **LCSO will not pay tow bills; any tow bills remain the responsibility of the City.** Vehicle owners will be advised by the City and reiterated by evidence personnel that when the vehicle is no longer needed, a vehicle's owner has to pay the tow bill in order to receive the vehicle AND contents back. Any vehicles and/or contents not claimed within sixty (60) days will be disposed of accordingly, as provided by law. **Should the NPD seize a vehicle, then it (not LCSO) will pay the tow bill before any safekeeping property can be released.**
- g) Viewings: Evidence personnel will arrange all appropriate evidence viewings for prosecution, defense, victim(s), and/or officers.
- h) Evidence for trials: Evidence personnel will have evidence "Court Ready" (court presentation packaging, availability, and testimony), as needed. If evidence is going to trial, notification must be given to the LCSO evidence personnel as soon as possible to ensure it is ready.
- i) Disposition of evidence: Evidence personnel will ensure all items are disposed of as required by law. Dispositions involve: RTO, seizure, destruction, property conversion, auction, to and from court, donation (501c3 per legislative requirements), and archival paperwork/items to each contracting agency's records. **The LCSO will not store archival items, such items will be given back to the City for them to maintain their own retention schedules.**
4. Seizures: If the City wants to civilly seize property (such as vehicles, cash, guns, etc.), it will fill out the Seizure Request Form. The Director will create and maintain the seizure file, do all of the notifications, schedule the hearing(s), and do the filing/reporting requirements to the State Treasurer's Office. **In exchange for this service, the LCSO will receive 20% of the seizure's net proceeds.**
- a) All costs associated to the hearing examiner for such proceedings are the responsibility of the City.
- b) Should the City prevail in the seizure, then no additional hourly charge shall be made to the City for LCSO's services.
- c) However, if the City does not prevail, then it shall pay for time spent for the services of LCSO in conjunction with the seizure proceeding at the rate of

\$30.00 per hour, per employee, as well as all costs and expenses of LCSO in relation thereto.

5. Auction of unclaimed or seized property: On a case-by-case basis, should the City instruct so, evidence personnel will prepare auction listings, tagging, advertisements, and coordinate with an outside auctioneer. **In exchange for these services, the County will receive 20% of the net proceeds.**
6. Excluded services: The following services will not be provided to the City by the County:
 - a) Crime scene assistance: City may be able to obtain assistance as needed from the WSP Crime Scene Response Team for major case crimes (such as death investigations). City (with WSP assistance when available) will process the scene and collect evidence. The City then shall package and submit their evidence per normal County procedure. However, upon request by the City, LCSO evidence personnel may offer guidance and suggestions as the evidence will be coming to the LCSO Regional Evidence Facility.
 - b) Postage and/or shipping of evidence and property: **Any such costs are not included in the annual fee.** The City shall be responsible for all costs of postage and shipping of evidence. The County's postage costs, as well as the County's costs incurred in shipping evidence or property, will be billed to the City at regular intervals, and payable within 30 days of receipt of each such bill.
 - c) Incineration and disposal costs: The City shall be responsible for all disposal costs. Any such costs incurred by the County will be billed to the City at regular intervals (typically annually), and payable within 30 days of receipt of each such bill. **Any such costs are not included in the annual fee.**
 - d) Evidence packaging supplies, and evidence and property sheets: The City shall maintain its own stock of supplies at its own facility. If the City also wishes to store its own supplies onsite at the LCSO Regional Evidence Facility, then a cabinet will be made available to it for that purpose.
7. Transport, at additional charge: Should the City not wish to transport its own cases with paperwork to the LCSO Regional Evidence Facility, then County personnel may be made available to pick up and transport said items to the Regional Evidence Facility. The City shall pay an additional sum of \$30.00 per hour, roundtrip per request, for this service.
8. Term: This Agreement shall commence and be of effect on the third business day following its ratification by the governing bodies of both the City and the County.

Unless extended by agreement of the parties, it shall expire on December 31, 2022.

9. Early termination: Either party may terminate this agreement by providing the other party with thirty (30) days' written notice of its desire to do so. Such notice shall be delivered in person or sent by certified mail, in care of the Sheriff, or in the case of the City to its chief law enforcement officer. The parties' respective addresses for service by certified mail are set out on page one of this Agreement.
10. Execution in counterparts: This agreement shall be executed in triplicate original counterparts. Within ten days of its execution, the Sheriff shall cause one of the original counterparts and a copy of both governing bodies' ratification instruments to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040.
11. Exchange of instruments of ratification: This Agreement is executed by each party acting with authority granted, where required, by its governing body. Each party shall supply to the other a certified copy of its governing body's instrument (e.g. City Council resolution or Board of Commissioners' resolution) ratifying this Agreement immediately upon ratification, if applicable.
12. Entire agreement: This Agreement contains the entire understanding of the parties with respect to the subject-matter covered, it supersedes all prior and contemporaneous understandings, and it may only be amended in a written instrument signed by the parties and ratified in accordance with the Interlocal Cooperation Act.
13. Public Records Act: The City shall assist the County to fulfill all obligations of the County under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington).
 - a) Duty to disclose: The City recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of the City used by it and/or by the County for purposes relating to this Agreement.
 - b) Assistance to comply with duty: In the event that the County notifies the City that it has received a demand for one or more documents which the County has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the City, it shall provide copies of those documents to the County within five business days; or, within five business days, the City shall notify the County of when, acting

with all reasonable haste, it will be able to provide the County with copies of those documents. The City then shall actually provide copies of those documents to the County by such date.

- c) Breach: In the event that the City fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for violation of the Public Records Act, the City shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.
 - d) Survival: The obligations created by this section shall survive the termination of this Agreement.
 - e) Reciprocity: The obligations created by this section shall be reciprocal, in the event that the City notifies the County that it has received a demand for one or more documents which the City has not been able to locate in its files, and that the City is obliged to release those documents pursuant to the Public Records Act.
14. Arbitration: Any dispute between the parties arising out of or relating to this Agreement shall be resolved through mandatory arbitration in Tacoma, Washington, pursuant to the arbitration rules of the Washington Arbitration and Mediation Service ("WAMS"), before an arbitrator selected pursuant to those rules.
15. Choice of law and venue. This Agreement is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.
16. Dissolution of NPD: Should the City cease to maintain its own law enforcement agency, this Agreement shall come to an end. The County may, but shall not be obliged to, enter into a similar contract with the successor agency to the NPD.
17. Severability: If any provision of this Agreement is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
18. Waiver: Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a

modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

19. Assignment and delegation: Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.
20. Rules of interpretation: No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.
21. Headings: In this Agreement, paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.
22. Mutual indemnity: To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death, and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
23. Survival of indemnity obligations: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.


{remainder of this page intentionally left blank}

In witness whereof the parties hereto have executed this agreement on the dates indicated below.

Lewis County

Napavine Police Department

Robert R. Snaza, Sheriff



John Brockmueller, Chief of Police

Date: _____

Date: 07-17-23

Shawn O'Neill, Mayor

Date: _____