



Napavine City Council & Staff

Shawn O'Neill, Mayor

Brian Watson, Council Position #1

Ivan Wiediger, Council Position #2

Don Webster, Council Position #3

Heather Stewart, Council Position #4

Duane Crouse, Council Position #5

Staff Members:

Rachelle Denham, City Clerk

Bryan Morris, CD / PW Director

Jim Buzzard, City Attorney

Michelle Whitten, Treasurer

John Brockmueller, Police Chief

WORKSHOP NOTICE

September 26th @ 5:00-6:00 p.m.

@ NAPAVINE CITY HALL

COUNCIL CHAMBERS

AGENDA:

- **New Funtime Festival Q&A, review any letters of interest that has been received for open positions on the Funtime Festival Committee.**

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 the City of Napavine and Rognlin's Properties LLC, a Washington Limited Liability Company.**

WHEN: Tuesday, September 26, 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, September 25, 2023 at 4:30 pm or by appearing before the Napavine City Council at said hearing.



CITY COUNCIL MEETING AGENDA
Tuesday – September 26, 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

****Workshop Funtime Festival 5:00pm****

****Public Hearing: Rognlin’s Developer’s Agreement – 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 – September 12, 2023**
 - 2) Workshop Meeting Minutes Funtime Festival – September 12, 2023**
- VII. STAFF & COUNCIL REPORT**
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS**
- IX. NEW BUSINESS**
 - 1) Vouchers – M. Whitten**
 - 2) Ord 653-Rognlin’s Development Agreement – R. Denham**
 - 3) Rognlin’s Development Agreement – B. Morris & R. Denham**
 - 4) City of Chehalis Sewer Interceptor Agreement Sec 4. Sewer Operating Board – B. Morris & R. Denham**
 - 5) Schedule Budget Workshop #1 Revenues for October 10th / Time TBD – M. Whitten**
- 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
 September 12, 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 6:09 pm. The council voted unanimously to hold a 5-minute break due to the workshop ending late. The council meeting opened its regular meeting at 6:15 P.M.

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, and Duane Crouse Councilor #5.

City staff members present: City Clerk - Rachele Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD PW Director – Bryan Morris, and Court Administrator – Lacie DeWitt.

ROLL CALL

MOVED:	Ivan Wiediger	Motion: Excuse Councilor Heather Stewart.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

CONSENT/APPROVAL OF AGENDA

MOVED:	Don Webster	Motion: Approval of Agenda- As Amended.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

MOVED:	Brian Watson	Motion: Approval of Minutes - Regular Council Meeting, on August 8, 2023.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- The stats are provided in writing. The new Charger arrived today, and operations are normal.

Rachelle Denham – Clerk

- No Report.

Legal Counsel – Jim Buzzard

- Operations are normal, no report.

Bryan Morris - PW/CD Director

- Report in writing- Add'l Update: Energy code will be in effect in WA State the end of October and will require one charging unit for every 10 parking spots in the commercial zone business. Director Morris does not agree with this and is concerned it will have a negative impact on future development due to the expensive cost. Commissioner Pollock mentioned a grant opportunity the deadline is October 6th.

Michelle Whitten – Treasurer

- Report in writing. Add'l update: Just after vouchers were done a request for the first reporting came in for the Lewis/Thurston Bundle. A check payment was issued to Santa Fe for nearly \$800k due to the \$1.8m loan that was given to us from DOT for the bundle project. The seven cities have been invoiced and have 45 days to submit payment back to the city.

Lacie DeWitt – Court Administrator

- Report in writing, operations are normal, and everything is working out well with the other cities for court services.

Planning Commission

- No Report.

Commissioner Pollock

- Informed us that the county is working on an ordinance that prohibits interference with a firefighter or emergency responder. This is at a county level and each city will be responsible for having their own ordinance. You are welcome to reach out to the county for their template. More discussion took place about the mandatory energy code that goes into effect at the end of October.

Fire Dist. 5

- No Report.

Duane Crouse - Mayor Pro Tem

- Filled in for the mayor, attended the Mayor's Meeting on 9/8/23 and had some good information shared.

Don Webster – Councilor #3

- No Report.

Ivan Wiediger - Councilor #2

- Asked about the two 25mph speed limit signs coming up to the stop sign in Hamilton where you take a left turn onto Rush. Why are they so close together? Can one be moved down closer to the bridge? Director Morris will look into it.

Brian Watson – Councilor #1

- Sports update: Football is 2-0 so far! Won against Adna, 58-0 and Onalaska 58-14. Girls' volleyball is doing great. Big game on Friday playing against a team from Canada.

Shawn O'Neill – Mayor

- No Report. Citizen comments have been moved up on the agenda instead of at the bottom.

CITIZEN COMMENTS – NON-AGENDA ITEMS:

- **Stacy Denham, Chehalis WA:** Spoke to the council on behalf of himself as a citizen and provided an informational flyer about a two-tenths of 1% sales tax that is going to be on the ballot in the upcoming election which will support emergency communications. *Copy of flyer located at city hall.
- **Jerry Matson, Napavine WA:** Thought that the comments from the city about Funtime Festival was a little heavy handed and feels that Jerry and Eileen Owen deserve an apology from the city.

NEW BUSINESS

VOUCHERS- M. WHITTEN

Accounts Payable	69	122	102,088.92	38456,57,59-38526
Payroll Vendors	3	20	2,280.08	38458/38500-01
Electronic Payments	21	21	43,616.95	EFT*20230902-7, 11-25
Electronic Payroll	11	80	77,181.51	EFT*20230901/08-10/26-32
ACH Direct Deposit	17	17	36,196.07	Direct Deposit 08/18/2023
ACH Direct Deposit	17	17	35,483.40	Direct Deposit 09/05/2023
Total Vouchers	138	277	\$296,846.93	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated September 2023 1st Council Meeting.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

AM 23-18 Liquor License Renewal Annie’s Napavine Country Market – R. Denham

MOVED:	Don Webster	Motion: Approve AM 23-18 Liquor License Renewal for Annie’s Napavine Country Market.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

AM 23-19 New Liquor License ARCO AM-PM – R. Denham

MOVED:	Duane Crouse	Motion: Approve 23-19 New Liquor License ARCO AM-PM.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

K&R Homes LLC Contract Agreement Lowest Bidder Mayme Shaddock Park – B. Morris

MOVED:	Ivan Wiediger	Motion: Approve and allow the mayor to sign the K&R Homes LLC Agreement.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Lakeside Industries Contract Agreement (Rush Rd Add’l SF Grind and Pave) – B. Morris

The City Clerk amended the title of this to correct scrivener’s error, should be listed as a change order and not a Contract Agreement. This was for engineer design that added additional sf pavement in front of Loves on Rush Rd.

MOVED:	Don Webster	Motion: Approve price and scope of work.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Set Public Hearing Date for Rognlin’s Developer’s Agreement for September 26, 2023, at 6:00 PM – R. Denham

MOVED:	Duane Crouse	Motion: to set a public hearing date for Rognlin’s Development September 26, 2023, at 6 pm.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Flock Safety Camera Agreement – J. Brockmueller

MOVED:	Brian Watson	Motion: Approve Flock Safety Contract Agreement.
SECONDED:	Duane Crouse	
<i>Discussion: The mayor thinks that this is a really great thing for the city.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Interpreter Reimbursement Agreement – L. DeWitt

MOVED:	Ivan Wiediger	Motion: Ask for a motion and a second to approve and allow the mayor to sign the AOC Interpreter Agreement.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Ord 652 Interim Zoning Regulations Hearing Examiner – R. Denham

CITY OF NAPAVALINE, WASHINGTON

ORDINANCE NO. 652

AN ORDINANCE OF THE CITY OF NAPAVALINE, WASHINGTON, ADOPTING INTERIM LAND USE REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390, PROVIDING FOR THE USE OF A HEARING EXAMINER; SETTING A PUBLIC HEARING; ESTABLISHING A WORK PROGRAM; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

MOVED:	Duane Crouse	Motion: Sign and Approve Ordinance 652
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

Federal STIP Project (Rush Rd Reconstruction-Stella St to Newaukum Valley Rd) – B. Morris

MOVED:	Ivan Wiediger	Motion: Approve and allow the mayor to sign project forthcoming agreements with no change to the original \$ amount of project.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

ADJOURNMENT:

Deborah Graham had a question and asked about the status of all the codes that the Planning Commission has worked on over the last few months. The city clerk informed Deborah that the draft code changes that have been presented and approved by the council which is part of a big code change and that it's currently being worked on.

MOVED:	Duane Crouse	Motion: To Adjourn – Close of Meeting
SECONDED:	Don Webster	
<i>Discussion: Meeting Adjourned at 7:06 p.m.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fcdl.in/LuW7nMuUar) or at the link <https://fcdl.in/LuW7nMuUar> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



WORKSHOP MEETING MINUTES- FUNTIME FESTIVAL
September 12, 2023

***Mayor Shawn O’Neill opened the Workshop Meeting at 5:02 PM**

NAPAVINE COUNCIL MEMBERS PRESENT:

Mayor Shawn O’Neill, Councilor #1 Brian Watson, Councilor #2 Ivan Wiediger, Councilor #3 Don Webster, and Councilor #5 Duane Crouse.

CITY STAFF MEMBERS PRESENT: City Clerk Rachele Denham, Treasurer Michelle Whitten, Bryan Morris PW/Comm Dev Director, Police Chief John Brockmueller, and Lacie DeWitt.

ROUND TABLE DISCUSSION:

- **Key Points:** The mayor read over the handout that was provided from councilor Don Webster. It covered what the city council’s involvement would be and the functions of the committee. Discussion took place with the mayor and council members then the floor was open to the citizens for comment. ****Handout was provided.**
 - Commissioner Pollock, Gregg Peterson, Deborah Graham, Justin Isom, Wendy Pinion, Paula Sandirk, and Tim White all had comment.
 - Gregg Peterson offered a \$500 donation to go towards the new Funtime Festival start-up funds. He was a past Lions Club member and is waiting to hear back from the Lions Club to see if the local charter can be reinstated. More information to be presented at the next workshop.
 - The council would like people who are interested in holding a position on the Funtime Festival Committee to submit Letters of Interest. These can be mailed, emailed, or dropped off at the city hall.
 - The next workshop meeting will be held on September 26,2023 at 5pm.

- **The meeting was adjourned-closed at approximately 6:08 p.m.**

****THIS WAS OPEN DISCUSSION ONLY AND NO VOTES OR FINAL DECISIONS WERE MADE ****

Respectfully submitted,

Rachele Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Voucher Report Sept 26, 2023

September 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38527	Sierra Santa Fe	\$794,460.68	
TIB 2-W-963(005)-1 Pay Estimate 1	9/12/2023	\$794,460.68	Pay Estimate 1
Reference Number: 38528	Office of Support Enforcement	\$228.00	
Child Support - 14834	9/19/2023	\$228.00	
Reference Number: 38529	Buzzard O'Rourke	\$7,630.00	
12844	8/28/2023	\$1,620.00	2023 - Aug Attorney/Mayme Park
12866	8/28/2023	\$960.00	2023 - BP Arco Pass Thru
12949	8/28/2023	\$40.00	2023 - Prosecution Lewis 3A0068111
12951	8/28/2023	\$150.00	2023 - prosecution Lewis 3A0524282
12978	8/28/2023	\$4,860.00	2023 - Aug Prosecution
Reference Number: 38530	Capital Business Machines	\$250.79	
INV169557	9/7/2023	\$156.60	2023 Aug 1-30 City hall copies
INV169558	9/7/2023	\$94.19	2023 8/1-8/31 PD/Court
Reference Number: 38531	City of Chehalis	\$14,043.00	
2023-Sept*RWWTP	9/14/2023	\$14,043.00	2023*09 Monthly Sewer Treatment Costs
Reference Number: 38532	City of Napavine	\$12,225.29	
2023*Aug Utility Tax	9/21/2023	\$12,225.29	2023- Aug Water/Sewer Service Utility Tax
Reference Number: 38533	CivicPlus LLC	\$1,983.31	
270276	9/1/2023	\$1,983.31	Full Service/print supplementation
Reference Number: 38534	FOXIT Software Incorporated	\$171.56	
in_1NpZDkGm4VaKnq8SYK17yqF6	9/12/2023	\$171.56	Annual Subscription
Reference Number: 38535	H. D. Fowler Company	\$4,257.56	
I6511411	9/12/2023	\$4,257.56	129S Fire Hydrant

Reference	Date	Amount	Notes
Reference Number: 38536	I-5 Landscape Supply	\$155.38	
30	8/31/2023	\$155.38	Alley water line
Reference Number: 38537	Jackson Civil Engineering LL	\$28,917.50	
0016-02-14	9/5/2023	\$1,095.00	Review Shoreline Draft
0016-10-17	9/5/2023	\$900.00	Development Pass-Through Fees ARCO
0016-14-09	9/5/2023	\$2,422.50	Development Pass-Through Fees Hamilton
0016-20-07a	9/5/2023	\$637.50	Development Pass-Through Fees Rognlins
0016-24-08	9/5/2023	\$8,422.50	Rush Rd Chip Seal
0016-25-04	9/5/2023	\$347.50	Coring project
0016-26-04	9/5/2023	\$10,407.50	Bundle Lewis/Thurston Eng
0016-27-03	9/5/2023	\$3,722.50	Jefferson Station
0016-28-02	9/5/2023	\$962.50	(Hoffman)
Reference Number: 38538	LECO Supply, Inc	\$64.01	
215378	9/6/2023	\$64.01	Chlorine Sodium Hypo
Reference Number: 38539	Lewis County Sheriffs Office	\$468.24	
2023*08 Evidence Services	9/7/2023	\$468.24	2023- Aug Evidence Handling
Reference Number: 38540	Lewis County Treasurer	\$41.40	
2023*08 CV	9/19/2023	\$41.40	2023 - Aug Court Remittance
Reference Number: 38541	Mountain Mist	\$53.55	
005593533	9/13/2023	\$29.88	3-5 gal water jugs PD/Court
005593534	9/13/2023	\$23.67	2-5 gal water jugs
Reference Number: 38542	Rock Products Direct, Inc.	\$139.60	
12863	8/8/2023	\$139.60	12.95 units sand
Reference Number: 38543	Service Saw Workwears	\$16.20	
310488	9/6/2023	\$16.20	poly head screw

Reference	Date	Amount	Notes
Reference Number: 38544	Sherwin-Williams Company	\$144.93	
5587-1	8/28/2023	\$144.93	5 Gallon Yellow paint
Reference Number: 38545	State Treasurer's Office	\$1,700.88	
2023*Aug State Remit	9/19/2023	\$1,700.88	2023*Aug State Remit
Reference Number: 38546	US Bank Corp Payment Syst	\$6,211.55	
*Free Conference Call 2023*09	9/19/2023	\$3.25	File Storage 8/15-9/14
Amazon 111-3717817-2112238	8/11/2023	\$22.41	Denham/Davis Notary Book
Amazon - 113-1788783-6500233	8/10/2023	\$118.57	Wrap light
Amazon -111-7618592-6999442	8/15/2023	\$124.64	Labeler
Amazon 111-0414360-9431430	8/22/2023	\$45.88	Sony Voice Recorder
Amazon 113-4524784-4734602	9/19/2023	\$29.12	Business Cards
Amazon 113-9088354-2621843	8/10/2023	\$31.86	Pens/ethernet cable
Comfort Suites - Airport 7/16-7/21	7/21/2023	\$1,230.08	Nichols Training
DQ Grill 8/29	8/29/2023	\$12.91	Morris Training
DQ Grill 8/30	8/30/2023	\$12.91	Morris Training
Glint 8/12/23	8/12/2023	\$18.00	Nichols Car Wash
Handcuff Warehouse 350479	9/1/2023	\$55.98	Chief handcuffs
Holiday Inn 8/29	8/29/2023	\$248.40	Morris Training yakima
ICC 8101600531	8/7/2023	\$165.00	IBC Online
Positive Promotions 29065595	8/24/2023	\$1,290.26	Glow Sticks and Footballs
Positive Promotions 8/1/23	8/1/2023	\$1,837.20	Key Chains
Postnet 444717	8/31/2023	\$58.41	2 day airmail
Selby Smith- K and S Enterprise Des Moines	8/4/2023	\$80.00	Nichols Training
Shell 8/14/23	8/14/2023	\$91.01	PD Fuel
Soft Touch 8/14	8/14/2023	\$12.45	Chief Car Wash
Soft Touch 8/21	8/21/2023	\$12.45	Chief Car Wash
Soft Touch 8/24	8/24/2023	\$16.60	Dawes Car Wash
Soft Touch 8/8	8/8/2023	\$12.45	Chief Car Wash
Staples 2413294783	8/18/2023	\$28.55	Denham Notary Stamp
Staples 8/17	8/17/2023	\$59.45	ID Pouch/Lysol

Reference	Date	Amount	Notes
Staples 9914068614	8/16/2023	\$40.98	Flash Drives and memo pads
Taser Weapons 14152	8/8/2023	\$414.80	4 Taser Cartridge replacement
USPS 8/17	8/17/2023	\$12.90	Return Badger Meter
USPS 8/7	8/7/2023	\$66.00	Stamps
WA St DOL -Notary Denham	8/11/2023	\$42.00	Denham Notary License
Zoom*INV216567826	8/27/2023	\$17.03	Aug 27-Sept 26 Court Zoom
Reference Number: 38547	Utilities Underground Locatic	\$27.09	
3080197	8/31/2023	\$27.09	2023 Aug 21 Call B4 Dig
Reference Number: 38548	WA Dept of Transportation	\$4,236.97	
FB91458002241	8/31/2023	\$4,236.97	2023 Aug Fuel
Reference Number: 38549	Washington Dept. of Health	\$79,646.44	
3247	8/25/2023	\$79,646.44	DM10-952-006/3247
Reference Number: EFT*20230933	Invoice Cloud Inc	\$192.00	
3636-2023 8	9/11/2023	\$192.00	Invoice Cloud Aug Inv
Reference Number: EFT*20230934	Dept of Revenue	\$8,890.92	
2023*Aug Excise Tax	9/21/2023	\$8,890.92	2023 Aug Ex Tax
Reference Number: EFT*20230935	DE Lage Landen Financial Se	\$464.00	
80886116	9/9/2023	\$464.00	2023- 09/01-09/30 Sharp MX3071
Reference Number: EFT*20230936	Dept of Retirement Systems	\$7,778.48	
Emp Rtmt - 14833	9/19/2023	\$259.43	
Emp Rtmt - 14834	9/19/2023	\$245.39	
Emp Rtmt - 14835	9/19/2023	\$201.33	
Emp Rtmt - 14837	9/19/2023	\$321.07	
Emp Rtmt - 14838	9/19/2023	\$276.68	
Emp Rtmt - 14839	9/19/2023	\$257.95	
Emp Rtmt - 14840	9/19/2023	\$267.60	

Reference	Date	Amount	Notes
Emp Rtmt - 14841	9/19/2023	\$197.73	
Emp Rtmt - 14843	9/19/2023	\$406.75	
Emp Rtmt - 14844	9/19/2023	\$262.24	
Emp Rtmt - 14845	9/19/2023	\$215.55	
Emp Rtmt - 14847	9/19/2023	\$126.34	
Emp Rtmt - 14848	9/19/2023	\$350.17	
Emp Rtmt - 14849	9/19/2023	\$257.00	
Emp Rtmt - 14850	9/19/2023	\$275.68	
Emp Rtmt - 14851	9/19/2023	\$152.29	
Taxable Retirement - 14833	9/19/2023	\$415.97	
Taxable Retirement - 14834	9/19/2023	\$163.77	
Taxable Retirement - 14835	9/19/2023	\$134.36	
Taxable Retirement - 14837	9/19/2023	\$214.27	
Taxable Retirement - 14838	9/19/2023	\$184.65	
Taxable Retirement - 14839	9/19/2023	\$172.15	
Taxable Retirement - 14840	9/19/2023	\$178.59	
Taxable Retirement - 14841	9/19/2023	\$131.96	
Taxable Retirement - 14843	9/19/2023	\$271.45	
Taxable Retirement - 14844	9/19/2023	\$175.01	
Taxable Retirement - 14845	9/19/2023	\$345.61	
Taxable Retirement - 14847	9/19/2023	\$202.57	
Taxable Retirement - 14848	9/19/2023	\$257.20	
Taxable Retirement - 14849	9/19/2023	\$171.51	
Taxable Retirement - 14850	9/19/2023	\$442.03	
Taxable Retirement - 14851	9/19/2023	\$244.18	
Reference Number: EFT*20230937	Dept of Treasury Internal Rev	\$8,175.35	
Federal Income Tax - 14833	9/19/2023	\$758.56	
Federal Income Tax - 14834	9/19/2023	\$289.85	
Federal Income Tax - 14835	9/19/2023	\$149.15	
Federal Income Tax - 14837	9/19/2023	\$372.67	
Federal Income Tax - 14838	9/19/2023	\$252.84	

Reference	Date	Amount	Notes
Federal Income Tax - 14839	9/19/2023	\$351.85	
Federal Income Tax - 14840	9/19/2023	\$238.60	
Federal Income Tax - 14841	9/19/2023	\$201.54	
Federal Income Tax - 14843	9/19/2023	\$650.21	
Federal Income Tax - 14844	9/19/2023	\$151.09	
Federal Income Tax - 14845	9/19/2023	\$625.74	
Federal Income Tax - 14847	9/19/2023	\$193.52	
Federal Income Tax - 14848	9/19/2023	\$493.39	
Federal Income Tax - 14849	9/19/2023	\$143.69	
Federal Income Tax - 14850	9/19/2023	\$930.29	
Federal Income Tax - 14851	9/19/2023	\$377.34	
Federal Income Tax - 14852	9/19/2023	\$201.86	
Medicare - 14833 (1)	9/19/2023	\$70.86	
Medicare - 14833 (2)	9/19/2023	\$70.86	
Medicare - 14834 (1)	9/19/2023	\$37.34	
Medicare - 14834 (2)	9/19/2023	\$37.34	
Medicare - 14835 (1)	9/19/2023	\$30.63	
Medicare - 14835 (2)	9/19/2023	\$30.63	
Medicare - 14837 (1)	9/19/2023	\$48.85	
Medicare - 14837 (2)	9/19/2023	\$48.85	
Medicare - 14838 (1)	9/19/2023	\$42.10	
Medicare - 14838 (2)	9/19/2023	\$42.10	
Medicare - 14839 (1)	9/19/2023	\$39.25	
Medicare - 14839 (2)	9/19/2023	\$39.25	
Medicare - 14840 (1)	9/19/2023	\$40.72	
Medicare - 14840 (2)	9/19/2023	\$40.72	
Medicare - 14841 (1)	9/19/2023	\$30.08	
Medicare - 14841 (2)	9/19/2023	\$30.08	
Medicare - 14843 (1)	9/19/2023	\$61.89	
Medicare - 14843 (2)	9/19/2023	\$61.89	
Medicare - 14844 (1)	9/19/2023	\$39.90	
Medicare - 14844 (2)	9/19/2023	\$39.90	

Reference	Date	Amount	Notes
Medicare - 14845 (1)	9/19/2023	\$58.75	
Medicare - 14845 (2)	9/19/2023	\$58.75	
Medicare - 14847 (1)	9/19/2023	\$34.91	
Medicare - 14847 (2)	9/19/2023	\$34.91	
Medicare - 14848 (1)	9/19/2023	\$53.28	
Medicare - 14848 (2)	9/19/2023	\$53.28	
Medicare - 14849 (1)	9/19/2023	\$39.10	
Medicare - 14849 (2)	9/19/2023	\$39.10	
Medicare - 14850 (1)	9/19/2023	\$75.99	
Medicare - 14850 (2)	9/19/2023	\$75.99	
Medicare - 14851 (1)	9/19/2023	\$41.65	
Medicare - 14851 (2)	9/19/2023	\$41.65	
Medicare - 14852 (1)	9/19/2023	\$28.67	
Medicare - 14852 (2)	9/19/2023	\$28.67	
Social Security Tax - 14852 (1)	9/19/2023	\$122.61	
Social Security Tax - 14852 (2)	9/19/2023	\$122.61	
Reference Number: Sept 1-15, 2023	Payroll Vendor	\$37,711.71	
ACH Pay - 14833	9/19/2023	\$3,356.26	
ACH Pay - 14834	9/19/2023	\$1,620.76	
ACH Pay - 14835	9/19/2023	\$1,638.18	
ACH Pay - 14837	9/19/2023	\$2,310.71	
ACH Pay - 14838	9/19/2023	\$2,052.44	
ACH Pay - 14839	9/19/2023	\$2,068.34	
ACH Pay - 14840	9/19/2023	\$2,210.17	
ACH Pay - 14841	9/19/2023	\$1,538.73	
ACH Pay - 14843	9/19/2023	\$2,877.19	
ACH Pay - 14844	9/19/2023	\$1,751.78	
ACH Pay - 14845	9/19/2023	\$2,811.19	
ACH Pay - 14847	9/19/2023	\$1,857.60	
ACH Pay - 14848	9/19/2023	\$2,448.69	
ACH Pay - 14849	9/19/2023	\$1,895.41	

Reference	Date	Amount	Notes
ACH Pay - 14850	9/19/2023	\$3,639.12	
ACH Pay - 14851	9/19/2023	\$2,057.84	
ACH Pay - 14852	9/19/2023	\$1,577.30	
TOTAL		\$1,020,286.39	

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

Accounts Payabl	22	66	956,845.93	38527,38529-38549
Electronic Payme	3	3	9,546.92	EFT*20230933-35
Payroll Vendors	1	1	228.00	38528
Electronic Payrol	2	2	15,953.83	EFT*20230936-37
ACH Direct Depo	17	17	37,711.71	Direct Deposit 09/20/2023
Total Vouchers	45	89	\$1,020,286.39	

VOID Checks 38550-51

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

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachele Denham: _____

DATED THIS 26th DAY OF Sept, 2023

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 653

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

RECITALS:

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

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

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

WHEREAS, Rognlin Properties, LLC, (hereinafter referred to as “Developer” or “Rognlin”) is the owner of property located at 1054 Rush Rd. W., Napavine, Lewis County, Washington, all of which is located within the City limits (hereinafter referred to as the “Property”) and described as follows:

The North half of the North half of the Southwest quarter of the Northwest quarter and the South 19 acres of the Northwest quarter of the Northwest quarter of Section 26, Township 13 North, Range 2 West, W.M., LCW.

Except the North 100 feet.

Except Also Rush Road.

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

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

WHEREAS, pursuant to RCW 36.70B.170(4) a Development Agreement may obligate a party to fund or provide services of infrastructure or other facilities. A Development Agreement shall reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and

WHEREAS, the parties agree that the Development will require the following:

1. a minimum of 70 water hookups, and
2. road frontage improvements (RFI) at some future date; and

WHEREAS, both parties agree securing 70 water hookups specifically for the development would be required for the development and also beneficial for the City’s water system as a whole; and

WHEREAS, the City held a duly authorized and published public hearing on the Development Agreement on September 26, 2023; and

WHEREAS, _____ people testified at the public hearing and ____ written comments were submitted for the public hearing; and

WHEREAS, based on the public comment received, the Council desires to enter into a development agreement with Rognlin Properties, LLC, as set forth herein.

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

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

Section 2. Recitals. The Recitals set forth above are hereby adopted and incorporated as Findings of Fact and/or Conclusions of Law of the City Council. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the City Council.

Section 3. 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 4. Effective Date. This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

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

Section 6. Non-codified. This Ordinance shall not be codified.

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 26th day of September, 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

AFTER RECORDING RETURN TO:

CITY OF NAPAVINE DEVELOPMENT AGREEMENT

REFERENCE NUMBER(S) of related documents: 3347123

CITY: City of Napavine, Washington

DEVELOPER: Rognlin Properties, LLC, a Washington Limited Liability Company

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

Complete legal description stated on page 2.

ASSESSOR'S TAX PARCEL NUMBER(S): 018152003000 & 018152004000

THIS DEVELOPMENT AGREEMENT, dated as of September ____, 2023 is made by and between the City of Napavine, a municipal corporation (the "City"), and Rognlin Properties, LLC, a Washington Limited Liability Company ("Rognlin" or "Developer").

RECITALS

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

- B. WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and
- C. WHEREAS, for the purposes of this development agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and
- D. WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and
- E. WHEREAS, Rognlin is the owner of property located at 1054 Rush Rd. W., Napavine, Lewis County, Washington, Lewis County Parcel #018152003000 and 018152004000, all of which is located within the City limits (hereinafter referred to as the “Property” – Map attached as Exhibit A) and legally described as follows:
- The North half of the North half of the Southwest quarter of the Northwest quarter and the South 19 acres of the Northwest quarter of the Northwest quarter of Section 26, Township 13 North, Range 2 West, W.M., LCW.
Except the North 100 feet.
Except Also Rush Road.
- F. WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the “Development Agreement”), relates to the development of the Property; and
- G. WHEREAS, Rognlin intends to develop the Property as residential property in accordance with the City’s Development Standards and Regulations, applicable zoning, and application materials previously submitted and approved by the City (the “Development”); and
- H. WHEREAS, pursuant to RCW 36.70B.170(4) a development agreement may obligate a party to fund or provide services or infrastructure or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and

- I. WHEREAS, the parties agree the Development will require the following:
1. a minimum of 70 water hookups, and
 2. road frontage improvements (RFI) (Rush Road Plat widening to accommodate sidewalks including: Clearing, Grading, Storm Drainage, Curb & Gutter and Concrete Sidewalks – See cost estimate attached as Exhibit B) at some future date; and
- J. WHEREAS, both parties agree securing 70 water hookups specifically for the development would be required for the development and also beneficial for the City’s water system as a whole; and
- K. WHEREAS, both parties agree that construction of road frontage improvements (RFI) (Rush Road Plat widening to accommodate sidewalks including: Clearing, Grading, Storm Drainage, Curb & Gutter and Concrete Sidewalks – See cost estimate attached as Exhibit B) would be required at some future date when other related construction activity will completed, and is it beneficial for the development and for the City’s future construction of road frontage improvements (specifically sidewalk widening); and
- L. WHEREAS, the parties enter into this agreement under the authority of RCW 36.70B.170, Napavine Municipal Code Chapter 12.04, and the “Standard Specifications for Municipal Public Works Construction” (the “Standard Specifications”); and
- M. WHEREAS, after a public hearing on _____, by Ordinance No. _____, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The parties hereby accept, ratify, and adopt the foregoing recitals into this Development Agreement and incorporate them herein by reference as material terms hereto.

2. **Parties to Development Agreement.** The parties to this Development Agreement are:
 - a. The “City” is the City of Napavine, 407 SW Birch Ave., Napavine, WA 98532,
 - b. The “Developer” or Owner is Rognlin Properties, LLC, a Washington Limited Liability Company, by Randy Rognlin, Manager, 321 W. State St./P.O. Box 307, Aberdeen, WA 98520.
 - c. The “Landowner.” From time to time, as provided in this Development Agreement, the Developer may sell or otherwise lawfully dispose of all or a portion of the Property to a Landowner who, unless otherwise released, shall be subject to and benefited by, the applicable provisions of this Development Agreement related to such portions of the Property.
3. **Development is a Private Undertaking.** It is agreed among the parties that the Development is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.
4. **Term of Agreement.** This Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Development Agreement or upon the date of filing the plat, whichever shall occur later, and shall continue in force 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 Development Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer, Landowner and the City.
5. **Developer Obligations – RE:**
 - A. **Water Hook-Ups.** In exchange for securing 70 water hookups from the City to provide water service to the 70 lots in Rognlin’s Rush Rd Plat development, Rognlin/Developer, and/or assigns, will pay an advance upfront payment of \$1,000.00 per lot hookup, for a total advance upfront payment of \$70,000.00. Rognlin/Developer will pay the balance per lot hookup on an “as you go” basis as water system hookup are connected. None of the advance upfront payment shall be refundable to Rognlin/Developer.

B. Road Frontage Improvements (RFI). Rognlin/Developer will pay an advance upfront payment of \$135,390.00 to City to be specifically used by City to pay for future construction and design of road frontage improvements, including but not limited to traffic and/or pedestrian improvements.

Furthermore, Developer shall build, construct, or develop the Property as set forth in the engineered plans submitted and approved by the City. Developer shall apply for any and all permits required by the City of Napavine prior to construction or development of the Property. Developer shall record this Development Agreement and the Long Plat upon receiving approval.

6. City Obligations – RE:

A. Water Hook-ups: In exchange for the obligations of Developer contained in Section 5 of this Development Agreement, the City shall (a) reserve and provide 70 water hookups for the Development; and (b) grant final approval by the City of Rognlin’s Rush Rd Plat (as such Plat is currently configured), subject to filing/recording the Long Plat with the County Auditor pursuant to RCW 58.17.065.

B. Road Frontage Improvements (RFI). In exchange for the obligations of Developer contained in Section 5 of this Development Agreement, the City shall (a) release Rognlin/Developer, and/or assigns, from any and all future responsibilities and/or obligations, without limitation, associated with any and all future construction of road frontage improvements (including but not limited to sidewalk widening) related to and/or adjacent to Rognlin’s Rush Rd Plat as provided for in this Development Agreement, and (b) refund Rognlin Properties, LLC, a Washington Limited Liability Company, the advance upfront payment of \$135,390.00, if the City has not completed future construction of road frontage improvements (including but not limited to sidewalk widening) related to and/or adjacent to Rognlin’s Rush Rd Plat as provided for in this Development Agreement, within 10 years of the date of this Development Agreement.

7. Vested Rights of Developer. During the term of this Development Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Development described herein, Developer is assured, and the City

agrees, that the development rights, obligations, terms, and conditions specified in this Development Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

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

decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Napavine Municipal Code for violations of this Development Agreement and the Code.

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

13. **Termination.**

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

14. **Effect upon Termination on Developer Obligations.** Termination of this Development Agreement as to the Developer of the Property or any portion thereof shall not affect any

of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination of this Development Agreement or obligations to pay assessments, liens, fees or taxes.

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

prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property from the Effective Date of this Development Agreement.

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

defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

24. **General provisions.** In construing this Development Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply generally to one or more individuals and/or corporations, limited liability companies, and partnerships.
25. **Severability.** If any section, sentence, clause, phrase, or provision of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.
26. **Reservation of City Authority.** As required by RCW 36.70B.170(4) and notwithstanding any other term of this Development Agreement, the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety.

DEVELOPER:

LANDOWNER:

Rognlin Properties, LLC, a Washington
Limited Liability Company
By: Randy Rognlin, Member/Manager

Rognlin Properties, LLC, a Washington
Limited Liability Company
By: Randy Rognlin, Member/Manager

CITY:

CITY OF NAPAVINE, WASHINGTON
a municipal corporation

By _____
Mayor

By _____
Clerk

Approved as to form only:

By _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

On this day personally appeared before me RANDY ROGNLIN, to me known to be the Member/Manager of ROGNLIN PROPERTIES, LLC, a Washington Limited Liability Company, described herein and who executed the within and foregoing instrument for and on behalf of said entity, and who acknowledged that he signed the same as the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned.

Subscribed and sworn before me this _____ day of September, 2023.

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

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that SHAWN O'NEILL is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Mayor of the CITY OF NAPAVINE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Subscribed and sworn before me this _____ day of September, 2023.

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

SEWER INTERCEPTOR AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of JUNE, 1994, by and between the CITY OF CHEHALIS, WASHINGTON, a municipal corporation, the CITY OF NAPAVINE, WASHINGTON, a municipal corporation, and LEWIS COUNTY SEWER DISTRICT NO. 1, WASHINGTON, a municipal corporation,

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Sewer Service Agreement dated June 24, 1976, wherein the parties set forth all the parties' rights and responsibilities for the construction, maintenance, and operation of the sewer interceptor line, including each party's municipal sewer facilities; and

WHEREAS, the parties are desirous of updating the Agreement to set forth the rights and responsibilities of each party based upon the history of both the interceptor line and the relationship of the parties; and

WHEREAS, it is the intent of the parties to fully establish the ownership of the line together with the authority of each party to operate respective sewer facilities; now, therefore,

IN CONSIDERATION of the above referenced recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. A. Purpose. The purposes of this Agreement are to:

(1) Provide for an economical and efficient means of providing sanitary sewer service to the parties of this Agreement and areas as agreed upon;

(2) Provide for the interception of sanitary sewage from each entity together with areas which are within the sphere of influence of each entity; and

(3) Provide for the operation and maintenance of the sewer interceptor line.

B. Definition. Equivalent Residential Unit (ERU) shall be defined as the use of two hundred fifty (250) gallons of capacity per day.

2. **Treatment Facilities.** All parties to this Agreement covenant and agree that the city of Chehalis shall operate the city's sewage treatment plant(s) and provide for treatment of all sewage coming through the sewer interceptor line from the respective entities up to the capacity of each entity as allocated. The city of Chehalis shall provide for treatment and disposal of said sewage in accordance with the terms of all applicable federal, state, and local regulations, subject to the ability of the city of Chehalis to adjust charges in accordance with the applicable costs for said treatment. The city of Chehalis agrees to make all necessary modifications to the treatment plant(s) to maintain the capacity of the sewer interceptor line as originally designed, together with any upgrades of the interceptor line as agreed to by all of the parties hereto. Any upgrades so agreed upon shall be done at the cost of all parties in proportion to their respective allocation of additional capacity.

3. **Sewer Interceptor Line.** The existing sewer interceptor line shall belong to each entity in a percentage of ownership as designated on Exhibit "A" attached hereto and incorporated herein by this reference. Each entity shall be responsible for maintenance of their portion of the line. With respect to ownership, any potential connection to the interceptor line which shall occur shall be the responsibility of the entity within the closest proximity to the hookup location. Should that entity decline to allow connection to the system, any other entity shall be allowed to extend capacity available to them for the connection, so long as it does not use or infringe upon any other entity's capacity. Any dispute as to which entity is not within the closest proximity shall be resolved by the Sewer Operating Board.

4. **Sewer Operating Board.** There is hereby created and established a sewer operating board composed of one representative from each of the parties hereto. Said representative shall be an elected official of the respective parties. The sewer operating board shall adopt bylaws for its own government and operation. The board may conduct business with a quorum of not less than two (2) members.

The sewer operating board shall have the general responsibility for the overall policy decisions made with regard to the sewer interceptor line, the rules and regulations for the use of the sewer interceptor line, a policy review of the rate structure and user charges for the use of said facilities, and such other items as may be necessary to assure

the proper allocation of capacity and equitable assessment of costs of operation of the sewer interceptor line.

5. **Sewer Service Charges.** The city of Chehalis shall establish rates to be charged to other parties for sewer service including delivery and treatment of sewage, which rates shall be based upon the applicable costs of maintenance and operation of the system, principal and interest on outstanding indebtedness and required indebtedness reserves, any financial requirements of state or federal agencies involving the sewage system, and reserves for future expansion or improvement of the general facilities. The rates to be proposed by the city of Chehalis shall be presented to the sewer operating board for their comment. The sewer operating board shall be given an opportunity to comment on the rates before the same are adopted by the city. Both the city of Napavine and Lewis County Sewer District No. 1 agree to pay to the city of Chehalis monthly sewer service charges as shall be established from time to time by the City Council of the city of Chehalis, Washington. Said charges shall be paid bi-monthly within thirty (30) days after receipt of the billing from the city.

The city of Chehalis shall have the authority to establish rates for all categories of service, including, but not limited to, residential, commercial, and industrial use. It is agreed that the city of Chehalis shall have the final say on all rate structures and user charges for the sewage system, and for the operation of all sewage system facilities located in Chehalis.

6. **Capital Costs.** Whenever, as set forth in this Agreement, any party participates in the capital costs of any facility, such participation shall be by one of the following methods:

- A. Cash payment in the amount of the party's obligation at the time the participation is required; or
- B. Cash payments as required to satisfy the debt service (principal and interest) for the improvement; or
- C. An adjustment to the monthly sewer service charge with adequate provisions to guarantee full recovery of principal and interest; or
- D. An agreement to provide reimbursement at a later date as connections are made (latecomer charges); or

E. Any combination of the above.

Any of the above options of participation shall be mutually agreed upon prior to construction of the facility.

7. **Records and Reports.** Each party hereto agrees that, at the request of any other party hereto, they will exchange any and all records or data pertinent to any portion of this Agreement.

The city of Napavine and Lewis County Sewer District No. 1 shall prepare and submit to the city of Chehalis a report containing the number and class of user of all sewer connections, and will allow the city of Chehalis to verify said reports at its option. Such reports shall be submitted to Chehalis Public Works Department.

The city of Napavine and Lewis County Sewer District No. 1 shall prepare and certify a report of the monthly water consumption of all nonresidential users which are connected to the sanitary sewer system in their respective service areas. This report shall be submitted with the payment stipulated in Paragraph 5 above if requested and, in any event, it shall be submitted annually on or before the 30th day of April of each year. The city of Chehalis shall prepare and certify a similar report to the city of Napavine and Lewis County Sewer District No. 1 of all nonresidential users lying within the Chehalis service area which are connected to the interceptor sewer line.

8. **Term of Contract.** This Agreement shall be binding upon the parties hereto, their successors and assigns, until the 22 day of JUNE, 2004. This Agreement shall continue thereafter from year to year until terminated by the agreement of a majority of the parties hereto. Any party to this Agreement shall have the right to request renegotiation of the terms and conditions hereof, other than any provisions relating to the payment of capital costs for upgrading the treatment plant and interceptor sewer line. A request to renegotiate this Agreement shall be given to all parties not less than thirty (30) days prior to their intent to commence negotiations, it being the intention of the parties hereto that any renegotiation shall be done with the input of all parties to this Agreement.

9. **Insurance.** Each party hereto agrees to carry insurance to cover loss or damage to their respective sewage facilities and against public and other liability. All parties agree that the said insurance will be in an amount to reasonably protect against

the possible hazards incurred by the construction and/or operation of the sewage facilities contemplated by this Agreement. Evidence of said insurance shall be submitted by each party to the other parties.

10. **Ordinances.** Each of the parties hereto shall adopt appropriate ordinances and/or resolutions so as to conform and comply with the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CHEHALIS, WASHINGTON,
a municipal corporation

By *Paul Hatfield* 3-28-94
Its Mayor

Attest: *John F. Nakola*
Its City Clerk

CITY OF NAPAVINE, WASHINGTON,
a municipal corporation

By *Ruby D. Guido* 6-15-94
Its Mayor

Attest: *Luzanne H. Slett*
Its Clk. Treasurer

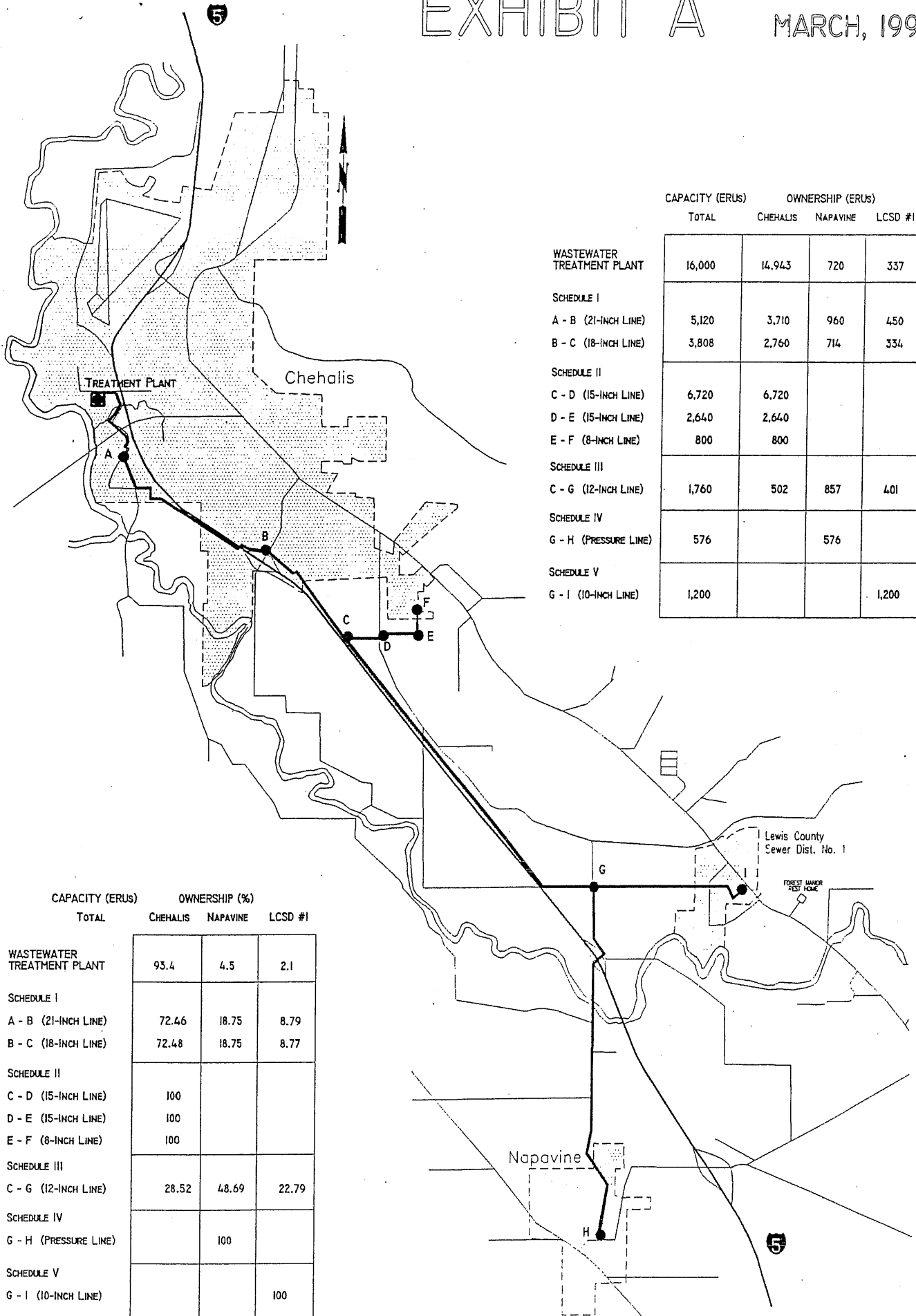
LEWIS COUNTY SEWER DISTRICT NO. 1,
a municipal corporation

By *Charles C. ...*
Its Chairman

Attest: *Vincent W. ...*
Its Secretary

EXHIBIT A

MARCH, 1994



CAPACITY (ERUS) OWNERSHIP (ERUS)
TOTAL CHEHALIS NAPA VINE LCSD #1

	TOTAL	CHEHALIS	NAPA VINE	LCSD #1
WASTEWATER TREATMENT PLANT	16,000	14,943	720	337
SCHEDULE I				
A - B (21-INCH LINE)	5,120	3,710	960	450
B - C (18-INCH LINE)	3,808	2,760	714	334
SCHEDULE II				
C - D (15-INCH LINE)	6,720	6,720		
D - E (15-INCH LINE)	2,640	2,640		
E - F (8-INCH LINE)	800	800		
SCHEDULE III				
C - G (12-INCH LINE)	1,760	502	857	401
SCHEDULE IV				
G - H (PRESSURE LINE)	576		576	
SCHEDULE V				
G - I (10-INCH LINE)	1,200			1,200

CAPACITY (ERUS) OWNERSHIP (%)
TOTAL CHEHALIS NAPA VINE LCSD #1

	TOTAL	CHEHALIS	NAPA VINE	LCSD #1
WASTEWATER TREATMENT PLANT	93.4	4.5	2.1	
SCHEDULE I				
A - B (21-INCH LINE)	72.46	18.75	8.79	
B - C (18-INCH LINE)	72.48	18.75	8.77	
SCHEDULE II				
C - D (15-INCH LINE)	100			
D - E (15-INCH LINE)	100			
E - F (8-INCH LINE)	100			
SCHEDULE III				
C - G (12-INCH LINE)	28.52	48.69	22.79	
SCHEDULE IV				
G - H (PRESSURE LINE)		100		
SCHEDULE V				
G - I (10-INCH LINE)				100

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, Sep 26, 2023

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

- **Project Updates**
 - ARCO- Temporary occupancy

 - Scots Industries- Waiting on engineers submittal

 - TA- waiting for engineers offsite improvements design

 - AT&T Cell Tower- waiting on A.T. and T

 - Roglins- waiting for engineers sidewalk deferral and the deposit to secure water connections

- **Mayme Shaddock Park**
 - Starting construction

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

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

- **Rush Road:** Pavement complete striping in about 20 days

- **Jefferson Station:** working on design

- **Housing Action Plan:** Complete

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
John Brockmueller, Chief of Police
Bryan Morris, PW – CD Director

To: Mayor and City Council

From: Michelle Whitten, City Treasurer

RE: Treasurer's Report Council Meeting Date: September 26, 2023

Treasurer Report:

- **2024 Budget:** I would like to schedule Budget Workshops for:
 - October 10th on Revenues
 - October 24th on Expenditures
 - I would like to have Public Hearing held on:
 - October 24th for Ad Valorem (Property tax) and Revenues
 - November 14th Preliminary Budget
 - November 28th 2024 Budget
 - If everything goes well I would like to pass the Ordinance for the Ad Valorem tax November 14th and the 2024 Budget on November 28th

- **2024 -2029 Capital Facilities Plan:** I would like to schedule a Workshop for the Capital Facilities Plan on: October 24th, and a Public Hearing on November 14th, with the Ordinance for November 14th.