

407 Birch Ave SW, P. O. Box 810  
Napavine, WA 98565  
Phone: (360) 262-3547  
Fax: (360) 262-9199  
[www.cityofnapavine.com](http://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

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## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Napavine City Council has scheduled a public hearing to be held pursuant to **WAC 246-290-830 (4)(a) Water use efficiency goal setting.**

WHEN: Tuesday, May 28, 2024

TIME: 6:00 p.m.

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

The WUE goals are designed to enhance efficient water use in the city and help conserve the Newaukum and Logan Hill aquifers water supply. Additional information regarding the City's WUE Program and draft WUE goals is available at <https://www.cityofnapavine.com/publicworks/page/water-use-efficiency-goals-and-reports>. Questions may be directed to Bryan Morris, Public Works / Community Director at [bmorris@cityofnapavine.com](mailto:bmorris@cityofnapavine.com). It is anticipated that the WUE goals will be adopted by the City Council at a subsequent regularly scheduled council meeting, pending the public comments.

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](mailto:rdenham@cityofnapavine.com), and must be received by Monday, May 27, 2024 at 4:30 pm or by appearing before the Napavine City Council at said hearing.



# CITY COUNCIL MEETING AGENDA

Tuesday – May 28, 2024 – 6:00 PM

Shawn O'Neill,  
Mayor  
[soneill@cityofnapavine.com](mailto:soneill@cityofnapavine.com)

Brian Watson,  
Council Position No.1  
[bwatson@cityofnapavine.com](mailto:bwatson@cityofnapavine.com)

Ivan Wiediger,  
Council Position No.2  
[iwiediger@cityofnapavine.com](mailto:iwiediger@cityofnapavine.com)

Don Webster,  
Council Position No.3  
[dwebster@cityofnapavine.com](mailto:dwebster@cityofnapavine.com)

Heather Stewart,  
Council Position No.4  
[hstewart@cityofnapavine.com](mailto:hstewart@cityofnapavine.com)

Duane Crouse,  
Council Position No.5  
[dcrouse@cityofnapavine.com](mailto: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**  
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**\*\*Public Hearing: WAC 246-290-830 (4)(a) Water Use Efficiency Goal Setting – 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 MEETING MINUTES
  - 1) Regular Council Meeting – May 14, 2024
  - 2) Public Hearing Meeting: Ord 660 Adopting Interim Land Use Regulations & Controls.... – May 14, 2024
  
- VII. STAFF & COUNCIL REPORT
  
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
  
- IX. OLD BUSINESS
  - 1) Agreements: Public Defender for City of Napavine Municipal Court- Joe Enbody & Jacob Clark – A. Unzelman / R. Denham
  
- X. NEW BUSINESS
  - 1) Vouchers – M. Whitten
  - 2) Water Use Efficiency Goals – R. Denham & B. Morris
  - 3) Advertising for RFQ: Consultant for Water Well Evaluations – B. Morris
  - 4) Ripple Creek Passage Culvert Project Funding – B. Morris
  - 5) AM 24-05: Amphitheater Deposit Waiver - Lions Club RC Car Event (Funtime Festival) – D. Webster
  - 6) Mayme Shaddock Park - Jim Haslett Kitchen Celebration to be held on June 27<sup>th</sup> at 11am – R. Denham

#### 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

May 14, 2024, 6:00 P.M.

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

**CALL TO ORDER:**

Mayor Pro Tem, Duane Crouse called the regular city council meeting to order at 6:02 pm directly after a Public Hearing on Ord 660 Adopting Interim Land Use Regulations & Controls....

**INVOCATION:**

The invocation was led by Bryan Morris.

**PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem, Duane Crouse led the flag salute.

**ROLL CALL:**

**Council members present:** Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, Heather Stewart Councilor #4, Duane Crouse Mayor Pro Tem.

**City staff members present:** City Clerk - Rachele Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD/PW Director - Bryan Morris. \*Legal Counsel, Jim Buzzard was present.

<b>MOVED:</b>	Don Webster	Motion: Excuse Mayor O’Neill.
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**CONSENT/APPROVAL OF AGENDA**

<b>MOVED:</b>	Brian Watson	Motion: Approval of Agenda- As Presented.
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**APPROVAL OF MEETING MINUTES**

<b>MOVED:</b>	Brian Watson	Motion: Approval of Meeting Minutes - Regular Council Meeting April 23, 2024.
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

<b>MOVED:</b>	Ivan Wiediger	Motion: Approval of Meeting Minutes – Public Hearing: Ord 658 Development Agreement Industrial Opportunities, LLC April 23, 2024.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**STAFF & COUNCIL REPORTS:**

**Jim Buzzard – Legal Counsel**

- No report.

**John Brockmueller – Chief of Police**

- Greetings to the council, report in writing and operations normal.

**Michelle Whitten – Treasurer**

- The quarterly financial report is the council packet.

**Bryan Morris - PW/CD Director**

- Operations normal and report in writing.

**Planning Commission – Deborah Graham**

- They were short at the last meeting, only had three so items were tabled until the next meeting.

**Sandra White – LCFD 5**

- Greg Peterson Pro Tem Fire Chief sends regards for not being available to attend council meeting. There will be three kindergarten classes going through the fire department as a field trip. Have been working with the Lions Club and Funtime committee, they are working well together and appreciate everyone's efforts. The department will have some large building projects in the future and thanked Bryan for his help answering questions. A citizen, Ron Johnson asked why the fire chief was let go and felt he was doing a good job. Sandra White stated he was let go without cause and was paid out his contract. Legal counsel stated that certain information could not be shared due to privacy.

**Lindsey Pollock – County Commissioner**

- WSU Master Gardener Plant Show is at the fairgrounds this weekend and will have annuals and perennials.

**Rachelle Denham – Clerk**

- No report.

**Heather Stewart – Councilor 4**

- No report.

**Donald Webster – Councilor 3**

- No report.

**Ivan Wiediger – Councilor 2**

- No report.

**Brian Watson – Councilor 1**

- No report.

**Duane Crouse – Mayor Pro Tem**

- Read and presented the city clerk with a Proclamation for 55<sup>th</sup> Annual Municipal Clerk Week, May 5<sup>th</sup> -11<sup>th</sup> 2024 on behalf of Mayor O'Neill.

**CITIZEN COMMENTS – NON-AGENDA ITEMS:** *The recording link can be accessed for entire citizen comments. This is a brief summary and not verbatim.*

**Heather Stewart-302 E Stella:** Has concerns about the drinking water. Received the letter about the PFAS. Hopefully there are some grants to get the issue resolved. Director Morris provided information about PFAS and how the state has changed testing components providing clarification. Ronald Johnson (Woodard Rd) and Bobby Hamilton (Woodard Rd) had questions during the conversation.

**COUNCIL CONSIDERATION – Amphitheater use for Funtime Festival Activities: RC Car Racetrack – D. Webster**

Counselor Webster listened to a presentation at a Lions Club meeting where Sherri shared her ideas about having a RC Car racetrack at the amphitheater during the Funtime Festival. Sherri is also interested in the racetrack being used long term and feels it would be good for Napavine. Counselor Webster, Bryan Morris, and legal counsel had discussion about future permanent options but should focus on the festival weekend first. These minutes are simplified, and the recording can be accessed for entire discussion.

**NEW BUSINESS**

**VOUCHERS- M. WHITTEN**

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

Accounts Payable	138	35	149,670.46	39001-39036
Payroll Vendors	2	2	1,238.00	38999-3900
Electronic Payments	12	12	1,315.91	EFT*20240501/11-20
Electronic Payroll	9	9	68,444.81	EFT*20240502-10
ACH Direct Deposit	18	18	37,700.03	Direct Deposit 5/03/2024
<b>Total Vouchers</b>	<b>179</b>	<b>76</b>	<b>258,369.21</b>	

<b>MOVED:</b>	Don Webster	Motion: Approval of the Vouchers dated May 2024 First Council Meeting.
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: Councilor Wiediger asked about the motorcycle purchase and what funds would be used. The Chief stated it comes from a restricted fund.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**SET PUBLIC HEARING DATE FOR WATER EFFICIENCY GOALS ON MAY 28, 2024 @ 6PM – R. DENHAM**

<b>MOVED:</b>	Ivan Wiediger	Motion: Set public hearing for water efficiency goals on May 28, 2024 @ 6pm.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: Councilor Stewart thought that this would address her water question and asked if Bryan could touch on Well 3. Voted on this motion. Went back to citizen comment where Director Morris could address counselor Stewart’s question about her PFAS concerns in the drinking water. Discussion took place.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**AGREEMENTS: PUBLIC DEFENDER FOR CITY OF NAPA VINE MUNICIPAL COURT JOE ENBODY & JACOB CLARK – A. UNZELMAN**

<b>MOVED:</b>	Ivan Wiediger	Motion: Table the Agreements until the 5/28/2024 council meeting.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: Legal counsel recommended the contract be tabled and reach out to Winlock, Toledo, and Centralia to gather more information regarding compensation on units. Counselor Stewart asked what we are currently paying. Counselor Stewart stated that she believes Chehalis, Mossyrock, Toledo is paying \$300, district court \$400, and DUI \$800. She is happy with who we have and would be happy to pass the agreement. Heather also asked what we would do in the interim. Counselor Stewart asked what information should be researched and what we are paying for our prosecutor, unit or by the hour. Legal counsel is not opposed to the agreement, just would like clarification on how the units are tracked and broken down to limit any confusion regarding billing or possible double charges for services with the two public defenders. Rachelle will reach out to Morton and Mossyrock and then will get a hold of Buzzards office so that we can have informed data for the next meeting. Michelle Whitten stated the only changes to contract is the amount and units increased all other verbiage in the contract is the same as what we have had.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**FINAL ACCEPTANCE FOR TIB LEWIS-THURSTON BUNDLE – B. MORRIS**

<b>MOVED:</b>	Ivan Wiediger	Motion: Accept Final Acceptance of the TIB Lewis-Thurston Bundle.
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

**JIM HASLETT KITCHEN SIGN DESIGNS – B. MORRIS & R. DENHAM**

<b>MOVED:</b>	Don Webster	Motion: Approve Option C
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	2-2 Motion Tied; 2 aye and 2 nay. Mayor Pro Tem voted against C. 2-3 Motion Failed 2 aye and 3 nay.	

<b>MOVED:</b>	Heather Stewart	Motion: Approve Option sign B
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	2-2 Motion Tied; 2 aye and 2 nay. Mayor Pro Tem voted for B. 3-2 Motion Carried; 3 aye and 2 nay.	

**DISCUSSION: JIM HASLETT KITCHEN GRAND OPENING CELEBRATION IDEAS**

A small discussion took place and was determined that a small committee meet to discuss plans for the grand opening of the park kitchen. Counselor Stewart and Counselor Watson volunteered to attend the meeting to discuss plans. These minutes are simplified, the recording link can be accessed for full discussion.

**ADJOURNMENT:**

<b>MOVED:</b>	Don Webster	Motion: To Adjourn – Close of Meeting
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 7:13p.m.</i>		
<b>VOTE ON MAIN MOTION:</b>	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://freeconferencecall.com) or at the link <https://fccdl.in/qu8c5AM3Zk> .*

**Respectfully submitted,**

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES  
PUBLIC HEARING – ORD 660 ADOPTING INTERIM LAND USE REGULATIONS & CONTROLS...  
May 14, 2024, 6:00 P.M.  
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

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**CALL TO ORDER:**

Mayor Pro Tem, Duane Crouse called the public hearing on ORD 660 ADOPTING INTERIM LAND USE REGULATIONS & CONTROLS... to order at 6:00 pm.

**INTRODUCTION:**

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

**PURPOSE OF HEARING:**

To invite testimony from the community members and the public, regarding, ORD 660 ADOPTING INTERIM LAND USE REGULATIONS & CONTROLS...before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against ORD 660 ADOPTING INTERIM LAND USE REGULATIONS & CONTROLS... any questions, please direct them to the mayor and he will direct staff and our Council members who may have the answers to address the question. Mayor would like to keep the discussion to a minimum.

**PROCEDURE:**

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

- Your Name
- Your Address
- Who you represent

**Opened Public Hearing:**

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

**Comments:**

No community members or general public testified to the Council.

**Closing of Public Hearing:**

Mayor Pro Tem, Duane Crouse announced, all testimony having been taken, the public hearing on ORD 660 ADOPTING INTERIM LAND USE REGULATIONS & CONTROLS... is now closed ending time 6:02 pm.

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



AGREEMENT AND CONDITIONS RELATING TO APPOINTMENT OF PUBLIC DEFENDER  
FOR CITY OF NAPA VIN

In mutual consideration of the following terms and conditions the  
Parties agree to the following:

1. PARTIES

Parties to this Agreement shall be the City of Napavine Court,  
hereinafter referred to as "The City" and the undersigned attorney  
hereinafter referred to as the "Public Defender".

2. PRELIMINARY ARTICLE

2.1 The Public Defender shall be a qualified attorney admitted to  
the practice of law in the State of Washington and shall be  
bound to act in accordance with the Rules of Conduct  
established by the Washington State Bar Association as  
adopted by the Supreme Court of the State of Washington.

2.2 The Public Defender shall have demonstrated experience in  
representing parties in criminal matters at a level  
acceptable to the Court.

2.3 The City requires that the Public Defender act in an  
independent and professional manner consistent with the best  
legal interests of the client said attorney will serve. To  
that end, the City agrees not to make any judgment concerning  
the qualifications or performance by a Public Defendant which  
Is based upon a difference of legal interpretation between a  
Public Defender and the City.

2.4 The Public Defender shall maintain malpractice insurance  
during the entire period of the contract and shall provide  
proof of such insurance to the City.

3. TERMS OF APPOINTMENT

3.1 The term of performance of this Agreement will be for a period  
From June 1, 2024 until the close of business on the 31<sup>st</sup> day  
of December 2025. The Public Defender shall continue to  
represent to final disposition all clients appointed within  
the period of this Agreement.

3.2 The Public Defender shall have the right to termination  
without cause. In case of such termination of appointment,  
the Public Defender shall provide thirty (30) days written  
notice of termination prior to the effective date of any  
voluntary termination and the affected Public Defender shall  
exercise all reasonable efforts to complete all cases  
currently in process.

4. FEE FOR SERVICES

Legal Services to be performed will be compensated by unit. A unit shall be defined as any of the following;

- 4.1 Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all stages including pre-trial release, pre-trial hearings, suppression hearings, trial confirmation hearings, change of plea and sentencing. Cases involving a single incident and offense date will be treated as one unit regardless of the number of charges or citations filed.
- 4.2 Representation of criminal defendants for a jury trial will be counted as an additional five units per day in trial. Jury trials begin upon empaneling a jury.
- 4.3 A bench trial shall be counted as an additional two units. Bench trial begin upon opening statement. If a jury trial is confirmed and the jury trial is stricken before empaneling a jury, the Public Defender shall bill an additional two units.
- 4.4 A filed motion shall be counted as an additional one unit and an additional 1.5 units for a hearing on such motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units per case number
- 4.6 Post-trial motions and post-sentencing hearings will not be compensated additionally, nor is the Public Defender appointed for such hearings.
- 4.7 The Public Defender shall be reimbursed for expert witness fees and other out of pocket expenses when approved by the Court in advance.
- 4.8 The Public Defender may request additional units on a case when circumstances warrant additional payment as determined by the presiding Judge.
- 4.9 The Public Defender's representation terminates upon entry of a Judgment and Sentence or Withdrawal Order or entry of a Deferred Prosecution.
- 4.10 If a Defendant has failed to appear in Court as ordered and at least six (6) months have elapsed there from without the Defendant having personally appeared in Court, the Public Defender representation shall continue, and the case shall be treated as new appointment.
- 4.11 Public Defender shall appear at arraignment calendar to assist unrepresented defendants. Appearing at an arraignment calendar will be 2.0 units.
- 4.12 Any charge of DUI, Physical Control, Assault Fourth Degree, or any violation of a protection order, no contact order or antiharassment order will be an additional 1.0 units. Any other charges that allege domestic violence will be an additional 1.0 units.

- 4.13 Any case requiring the services of an interpreter shall be an additional unit.
- 4.14 Appearing at a jail docket shall be one unit.

5. RATE OF COMPENSATION

- 5.1 The City shall pay the Public Defender the sum of \$300 for each unit.
- 5.2 The Public Defender shall provide to the City a Statement of Services Completed describing the number of units completed.
- 5.3 The City shall issue payment monthly for all services provided by the Public Defender, payment shall be made directly to the Public Defender.
- 5.4 The Public Defender shall bill the City for services at the conclusion of the case. If a defendant fails to appear at a court hearing and a warrant is issued, the Public Defender shall bill for services. If the defendant appears in court within six months after the warrant is authorized to issue, the Public Defender shall not rebill for the same services.

6. SERVICES PROVIDED

- 6.1 Representation of qualified indigents at all stages of proceedings after appointment until withdrawal.
- 6.2 Work cooperatively with the City in scheduling of Court activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.
- 6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with RPC 1.8(m).
- 6.4 The Public Defender shall be allowed to associate and/or substitute counsel at Public Defender's discretion so long as associated counsel meets criteria of section 2.1 through 2.4.

7. WITHDRAWAL BY PUBLIC DEFENDER

- 7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or
- 7.2 Entry of a Deferred Prosecution; or
- 7.3 Dismissal of the case; or
- 7.4 Entry of a final ruling on a probation case; or
- 7.5 Any other reason approved by the Court.

8. APPEALS

8.1 The City shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.

8.2 Legal Services on an appeal to Superior Court shall be paid at \$150.0 per hour up to a maximum of three thousand dollars (\$3,000) exclusive of costs, unless a greater amount is provided by the Court. Verified hourly billings shall be presented upon completion prior to payment being made.

9. AMENDING THE AGREEMENT

9.1 This agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is an agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.

9.2 Should this agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be considered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DO HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF NAPA VINE UNDER THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

THIS APPOINTMENT SHALL BE EFFECTIVE STARTING JUNE 1, 2024 AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIBED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2025 WHICHEVER SHALL OCCUR FIRST.

CITY OF NAPAVALINE

Approved as to form:

By:

\_\_\_\_\_  
SHAWN O'NEILL, MAYOR

\_\_\_\_\_  
JAMES M.B. BUZZARD, WSBA # 33555  
CITY ATTORNEY

ATTEST:

PUBLIC DEFENDER

\_\_\_\_\_  
RACHELLE DENHAM, CITY CLERK

\_\_\_\_\_  
JOSEPH O. ENBODY, WSBA #21445

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exercise all reasonable efforts to complete all cases  
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- 4.3 A bench trial shall be counted as an additional two units. Bench trial begin upon opening statement. If a jury trial is confirmed and the jury trial is stricken before empaneling a jury, the Public Defender shall bill an additional two units.
- 4.4 A filed motion shall be counted as an additional one unit and an additional 1.5 units for a hearing on such motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units per case number
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6.1 Representation of qualified indigents at all stages of proceedings after appointment until withdrawal.

6.2 Work cooperatively with the City in scheduling of Court activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.

6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with RPC 1.8(m).

6.4 The Public Defender shall be allowed to associate and/or substitute counsel at Public Defender's discretion so long as associated counsel meets criteria of section 2.1 through 2.4.

7. WITHDRAWAL BY PUBLIC DEFENDER

7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or

7.2 Entry of a Deferred Prosecution; or

7.3 Dismissal of the case; or

7.4 Entry of a final ruling on a probation case; or

7.5 Any other reason approved by the Court.



8. APPEALS

8.1 The City shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.

8.2 Legal Services on an appeal to Superior Court shall be paid at \$150.0 per hour up to a maximum of three thousand dollars (\$3,000) exclusive of costs, unless a greater amount is provided by the Court. Verified hourly billings shall be presented upon completion prior to payment being made.

9. AMENDING THE AGREEMENT

9.1 This agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is an agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.

9.2 Should this agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be considered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DO HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF NAPA VINE UNDER THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

THIS APPOINTMENT SHALL BE EFFECTIVE STARTING JUNE 1, 2024 AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIBED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2025 WHICHEVER SHALL OCCUR FIRST.

CITY OF NAPAIVINE

Approved as to form:

By:

\_\_\_\_\_  
SHAWN O'NEILL, MAYOR

\_\_\_\_\_  
JAMES M.B. BUZZARD, WSBA # 33555  
CITY ATTORNEY

ATTEST:

PUBLIC DEFENDER

\_\_\_\_\_  
RACHELLE DENHAM, CITY CLERK

\_\_\_\_\_  
JACOB R. CLARK, WSBA #38768



**To:** Mayor and City Council  
**From:** Bryan Morris, PW/CD Director  
**RE:** Staff Summary and Recommendations

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**Purpose of Forum:** To report on the progress of the current water use efficiency goals and to adopt new water use efficiency goals.

**DESCRIPTION / BACKGROUND:**

Washington State DOH ODW requires the City to establish a customer Water Use Efficiency Goal and to re-establish a customer goal every 6 years through a Water Use Efficiency Goal Setting Public Forum.

**Current Demand Side Goal: (Created in 2018)**

1. Annual production to increase by 40 customers for the year 2018.
2. Napavine will encourage and educate citizens through the utility billing department on installation and use of low flow appliances and apparatuses for homes.
3. Maintain usage of 61.3 gallons per day per capita.

**Customer (Demand Side) Goal Progress: (As of 2022)**

1. Annual Production was 51 new customers for 2022, but per capita has increased from 60.3 gallons per day per ERU.
2. Napavine encouraged and educated citizens through the utility billing department on installing and using low flow appliances and apparatuses for homes.
3. Explained in goal progress 1.

**STAFF SUMMARY:**

**Proposed goals for consideration:**

1. Switch out all old radio read Master meters and replace with cellular Badger meters. Currently have 304 badger meters installed, badger meters provide staff with instant leak detection.
2. Continue to inform and educate all citizens that are upgraded or currently have a cellular Badger meter about the benefits provided with the EyeOnWater App. Currently have 42 EyeOnWater app users enrolled, this allows immediate leak detection that citizens can access at their fingertips.
3. Continue to inform and educate all citizens on installing and using low flow appliances and apparatuses for homes.

**STAFF RECOMMEDATION:**

Consider public comments and the merits of each goal. Listed goals are only suggested and may be changed or edited. Select goals and approve by motion.



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

**City of Napavine  
Action Memorandum No. 24-05**

**AM 24-05: Amphitheatre Deposit Waiver-Lions Club Funtime Festival Activities**

Originator: R. Denham

Agenda Date: 5/28/2024

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

Review by Mayor Shawn O'Neill: \_\_\_\_\_,

**Attachment(s): Amphitheatre Use Agreement**

**Fiscal Impact:** yes  no

**Summary statement:** The annual Napavine Funtime Festival is being held on July 19<sup>th</sup> and 20<sup>th</sup>, 2024. The Lion's Club has been holding meetings and working with Funtime Festival in hopes to grow the Funtime Festival activities. The city code, *5.02.070 Exempt businesses state in paragraph E. Person, sales, or services arising out of Napavine Fun Time Festival within the city or any community event determined by the treasurer to be exempt from the requirements of this chapter.* I know the city is in support of this community event and hopes to see it thrive in the future.

**Staff Recommendation:**

- Asking the council to waive the \$300.00 refundable security deposit, and the \$100.00 non-refundable fee for the use of the Amphitheatre during the 2024 Funtime Festival. \*\*The Lion's Club will need to provide the city with proof of insurance prior to event as stated in the reservation form.



City Clerk's Office
407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565
Phone: (360) 262-9344 Fax: (360) 262-9199
www.cityofnapavine.com

Napavine Amphitheater Reservation Form
207 W. Washington St.

The Napavine Amphitheatre is publicly owned; therefore, exclusive use is prohibited. The Amphitheatre is handicap accessible and is adjacent to the Community Park which has day use picnic tables, there are no public utilities. Anyone using the Amphitheatre must leave it in as good or better condition than they found the area.

Rules of the Amphitheatre:

- No Bikes on The Grass
No Skateboards, Except Within Skate Park
Bike Riders Must Ride Slowly and Safely on Designated Paths
No Overnight Camping
No Alcoholic Beverages Without Special Permit with Liquor Control Board
Dogs Must Be on A Leash and Cleaned Up After
Smoking is Not Permitted
All Garbage Must be Enclosed in a Plastic Bag, Tied and Placed in Garbage Can Receptacles Provided by the City After Each Event
Do Not Leave Fires Unattended

DEPOSIT: A refundable security deposit of \$300.00, and a non-refundable fee of \$100.00 is required for the use of the Amphitheatre for a special event.

INSURANCE: Provider shall maintain Commercial General Liability, including blanket contractual and fire legal coverage for all its personnel and participants in a minimum amount of One Million and no/100ths Dollars (\$1,000,000), and shall name the City as an additional insured on any policy so maintained. Proof of insurance shall be furnished to City upon the execution of this Agreement, and at such other times as City shall require.

I/We, Lions Club, agree to the above conditions.

Purpose of Use, Please Explain: Funtime Festival Activity - RC Car Tracks
Varies Date(s) Needed: 7-20-2024 Hours of Event: all day

Mailing Address:
Lions Club
Name of Group/Individual: Donald Webster Signature of Responsible Party Phone Number: (360) 324-0008

\*\*\*\*\*

CITY OFFICIAL USE ONLY

Park Approval: Police Dept Approval Date

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**To:** Mayor and City Council  
**From:** Bryan Morris, PW/CD Director  
**RE:** Staff Report for Council Meeting, May 28, 2024

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- **Planning Commission Meeting Minutes**
  - Signed minutes from May 6, 2024.
- **Project Updates**
  - Scots Industries – Started Construction. Grading at the building site and filling the adjacent site behind Rush Road Station.
  - TA – Under Construction. Waiting on WSDOT for final off-site (interchange) approval. Tribal artifacts were found on site. Area of tribal artifacts is flagged until DAHP permit can be processed.
  - AT&T Cell Tower – Fees have been paid. Waiting for confirmation from AT&T on executing the contract.
  - Woodard Road Housing Development – Waiting for engineer submittal.
  - Jefferson Station – The city has been working on funding options for the construction of the lift station. The lift station must be complete before the addition of the Woodard Road Homes.
- **Mayme Shaddock Park**
  - Project is Complete. Park signs and rules are in the process of being installed.
- **Rush Road STIP**
  - Received 4 RFQ's for engineers. The city will be selecting an engineering firm for this project soon.
- **2<sup>nd</sup> Ave SE Overlay Project**
  - Project is currently out to bid.
- **Skate Park Grant**
  - COAF pre-application for the Napavine Community Skate Park & Pump Track project has been invited to submit a full application. Application is due 6/27/2024.
- **Comp Plan Update 2025**
  - Consultant is on schedule. Land Capacity Analysis rough draft completed and provided to the county. Presentation made to planning commission on 5/6/2024. The first stakeholders meeting is scheduled for 5/23/2024.
- **Well 3**
  - As you have been informed the city shut down Well 3 due to PFAS. The city has been informed that the testing sites may not be reliable in their findings when it comes to testing for PFAS. Katie and I had a meeting with ecology and discussed drilling a new well at the Washington park location because it already has approval for 50 gallons a minute. We would move well 3 water rights to the new well location, giving the city a total of 100 gallons a minute. This would be a huge benefit to the city for growth, as we had already been looking at options for more water connections prior to the PFAS ordeal.



NAPAVINE PLANNING COMMISSION MINUTES  
May 6, 2024 6:00 P.M.  
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

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**PLEDGE OF ALLEGIANCE:**

**INVOCATION:** Invocation was led by Commissioner Morris.

**CALL TO ORDER:**

Commissioner Haberstroh opened the regular Planning Commission meeting to order at 6:00 PM

**ROLL CALL:**

Planning Commission present: Commissioner Hollinger, Commissioner Haberstroh, and Commissioner Morris. Commissioner Morris motioned to excuse Commissioner Collins and Commissioner Graham, seconded by Commissioner Hollinger. Vote on Motion 2 aye, 0 nay.

**APPROVAL OF AGENDA – As presented:**

Commissioner Hollinger motioned to approve the agenda as presented, seconded by Commissioner Morris. Vote on motion 2 aye, 0 nay.

**APPROVAL OF MINUTES:**

Commissioner Morris motioned to approve minutes from the Planning Commission Regular & Workshop Meetings on April 15, 2024, seconded by Commissioner Hollinger. Vote on motion 2 aye and 0 nay.

**NEW BUSINESS:**

1. **COMPREHENSIVE PLAN – STAKEHOLDERS COMMITTEE (NO ACTION)**

Paul Dennis and Devin Jackson with Jackson Civil Engineering presented a power point presentation to the Planning Commission regarding the 2025 Comp Plan Update. The presentation provided the Planning Commission with an overview of what the comp plan is, and a sense of what work will need to be completed in the next year and a half. Received questions during the presentation from Ron Johnson, Jeremy Johnson, and Jerry Nixon.

These minutes are simplified, if you wish to have more details, please listen to the recording link below.

2. **NMC 13.08.040 WHEN PUBLIC SEWER NOT AVAILABLE**

Executive Assistant Katie Williams stated that it was recommended by the city attorney to change the language requiring a developer's agreement to a covenant. A developer's agreement is only good for 10 years, a covenant never expires and runs with the land. Planning Commission discussed in great length over if a single-family home should be required to extend the main sewer line to the furthest extent of their property if they fall within the 200 ft., or should it just be a requirement for multi-family and above?

Commissioner Morris motioned to table NMC 13.08.040 When public sewer not available until the next meeting, requested that Katie provide the entire code section to review, seconded by Commissioner Hollinger. Vote on motion 2 aye, 0 nay.

**ADJOURNMENT** 7:07 pm

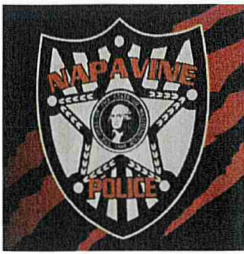
Commissioner Morris motioned to adjourn, seconded by Commissioner Hollinger. Vote 2 aye, 0 nay.

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/ye4aWRoycB>.*

Respectfully submitted,

  
Bryan Morris, Community Development/Public Works Director

 5/20/24  
Deborah L. Lichan  
Planning Commission Chairperson



# *NAPAVINE POLICE DEPARTMENT*

## COUNCIL 5/28/2024 STAFF REPORT

- The new Dodge Durango is here and it will be brought up to our upfitting company during the first week of June. We look forward to putting this vehicle into service.
- We have received the new date from the academy for Officer Dave Sims' attendance of August 21<sup>st</sup> through December 31<sup>st</sup>.
- The annual Law Enforcement Special Olympics Torch Run will begin here on Friday, May 31<sup>st</sup> at our location as they have in the past. We will escort them through town and down Rush Road to Bethel Church, leaving here at 0830. We have t-shirts coming in for those who requested them. Please feel free to come by prior to that time if you'd like to show your support for this event.

Sincerely yours,

John Brockmueller  
Chief of Police

[jbrockmueller@cityofnapavine.com](mailto:jbrockmueller@cityofnapavine.com)  
[jgodbey@cityofnapavine.com](mailto:jgodbey@cityofnapavine.com)

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