

Shawn O'Neill, Mayor soneill@cityofnapavine.com

Brian Watson, Council Position No.1 bwatson@cityofnapavine.com

Ivan Wiediger, Council Position No.2 iwiediger@citvofnapavine.com

Don Webster, Council Position No.3 <u>dwebster@cityofnapavine.com</u>

Heather Stewart, Council Position No.4 <u>hstewart@cityofnapavine.com</u>

Duane Crouse, Council Position No.5 <u>dcrouse@cityofnapavine.com</u>

**Staff Members** 

Rachelle Denham, City Clerk

Michelle Whitten, City Treasurer

Bryan Morris, PW Director Community Development

John Brockmueller, Chief of Police

Allen Unzelman Honorable Judge-Municipal Court

Jim Buzzard, Legal Counsel

# City of Napavine

407 Birch Ave SW P O Box 810 Napavine, WA 98565 360-262-3547

City Website www.cityofnapavine.com

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA AS PRESENTED
- VI. APPROVAL OF MEETING MINUTES
  - 1) Regular Council Meeting August 13, 2024
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS NON-AGENDA ITEMS
  - IX. NEW BUSINESS
    - 1) Vouchers M. Whitten
    - 2) ILA City of Chehalis, City of Napavine & LCWSD #4 Sewer Treatment Services and Rates –B. Morris & R. Denham
    - 3) Letter of Support: Ripple Creek Fish Passage Culvert Project B. Morris
    - 4) AM 24-12: Liquor License Renewal Annie's Market R. Denham
    - 5) Resolution 24-09-151: Authorized Signatures on Federal Reimbursement Requests M. Whitten
    - 6) Interpreter Reimbursement Grant L. DeWitt
    - 7) Master Interlocal Agreement Lewis County Public Works B. Morris
    - 8) Reimbursable Work Order Guardrail Repair #24-001 B. Morris
    - 9) Emergency Management Services ILA R. Denham

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: <u>https://join.freeconferencecall.com/rdenham8</u>



## CALL TO ORDER:

Mayor Pro Tem, Duane Crouse called the regular city council meeting to order at 6:00 pm.

### **INVOCATION:**

The invocation was led by Scott Collins.

## 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 - Rachelle Denham, Chief of Police – John Brockmueller, Treasurer - Michelle Whitten, Legal Counsel, Jim Buzzard. \*\*Not Present: CD/PW Director - Bryan Morris.

MOVED:	Ivan Wiediger	Motion: Excuse Mayor Shawn O'Neill
SECONDED:	Brian Watson	
Discussion: No Discussion		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

### **CONSENT/APPROVAL OF AGENDA**

MOVED:	Heather Stewart	Motion: Approval of Agenda- As Presented.
SECONDED:	Don Webster	
Discussion: No Discussion		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

### **APPROVAL OF MEETING MINUTES**

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

### **STAFF & COUNCIL REPORTS:**

### John Brockmueller – Chief of Police

• Greetings to the council, report in writing & operations normal.

### Michelle Whitten – Treasurer

• Report in writing. Bought 2 add'l bonds one at 5 years and 2 years before the interest rates go down.

## **Rachelle Denham – City Clerk**

• Report in writing.

## Bryan Morris - PW/CD Director

• Report in writing.

### Heather Stewart – Councilor 4

• Thanked Michelle Whitten for being a good steward of the city's funds.

### Planning Commission – Deborah Graham

• The sewer extension, late comers' agreement, and mobile food vendor codes were approved by commission at the last PC Meeting and forwarded to council.

### LC Fire Dist 5 – Sandra White

• Calls handled from 8/5-8/11; 27 EMS, 5 Fire, 6 others for a total of 38 calls bringing YTD to 780 calls. Mutual Aid was given 4 times and requested 2 times. The Medical Service Officer (MSO) stated the growth is in the normal range. Thanked everyone who supported EMS Levy.

## Duane Crouse – Mayor Pro Tem

• Attended the Morton parade and it was nice to see Sam Patrick on the Napavine Motorcycle. Visited the SWWF for Opening Ceremonies. Also attended the Board of Olympia Commissioners Meeting in Olympia.

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

Scott Collins, Bethel Church 132 Kirkland Rd: Presented documentation to the city clerk referencing communications
to the floodway boundaries near Bethel Church. The church is preparing to have a LOMAR done to prove that the
Bethel Church property should never been mapped as floodway property on Bond Rd. Scott briefed the council on the
documentation that he provided. Scott came and spoke to the council about a month in half ago proposing to the
council a partnership for the cost of this service. He feels that the church is having to do this due to a city error and
that the cost of this LOMAR should be shouldered by the church and city partnering together. The city clerk asked the
council if this could be placed on the council agenda for the first meeting in September for action. The documentation
that Scott provided to Rachelle will be emailed out to all the council members.

MOVED:			Don Webster	Motion, Dlace on the Agende for the fir	
SECONDED:			Heather Stewart	Motion: Place on the Agenda for the first meeting in September.	
	i	Discussion: No Dis	cussion.		
<b>VOTE ON MAIN N</b>	<b>MOTION:</b>		4-0 Motion Carried; 4 aye and 0 nay.		

### **NEW BUSINESS**

### **VOUCHERS- M. WHITTEN**

Total Vouchers	182	74	160.968.58	-
ACH Direct Depo	17	17	37,576.39	direct deposit 8/05/24
Electronic Payrol	5	5	40,402.24	EFT*20240801-05
Electronic Payme	12	12	9,096.10	EFT*20240806-17
Payroll Vendors	1	1	1,106.00	39175
Accounts Payable	147	39	72,787.85	39174-39213
The following voucher	/warrants/electronic pa	ayments are approved for payment:		
	Dat			Amount
	August 2024	First Council Meeting		
OUCHERS- IVI. WHITI		First Council Meeting		

MOVED:	Don Webster	Motion: Approval of the Vouchers dated
SECONDED:	Ivan Wiediger	August 2024 First Council Meeting.
Discussion: No Discussion.		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

# <u>AM 24-11: TRIAL RUN: KEEP AMPHITHEATER AS RC RACETRACK – R. DENHAM FOR B.</u> <u>MORRIS</u>

MOVED:	Don Webster	Mation: Approve AM24 11
SECONDED:	Ivan Wiediger	Motion: Approve AM24-11
Discussion: No Discussion.		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye 0 nay.	

## **CONTAMINATION REMOVAL ON WOODARD & KOONTZ - R. DENHAM FOR B. MORRIS**

MOVED:	Don Webster	Mation, Allow alconum for contamination	
SECONDED:	Heather Stewart	Motion: Allow cleanup for contamination.	
Discussion: No Discussion.			
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye 0 nay.		

## ORD 663 SMALL WORKS ROSTER ORDINANCE - 5.12 NMC - R. DENHAM

MOVED:	Ivan Wiediger	Motion: Approve Ordinance 663 Small Works
SECONDED:	Don Webster	Roster.
Discussion: Councilor Stewart asked how this changes what we are currently doing and if		
you wanted to be considered for a job would you have to figure out how to get on the		
roster now. Legal Counsel responded and in summary it is supposed to create more		
choices and make it easier to apply for jobs this way.		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye 0 nay.	

## ADJOURNMENT:

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
Discussion: Meeting Adjourned at 6:26 p.m.		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried; 4 aye and 0 nay.	

<u>These minutes are not verbatim</u>. If so desired, a recording of this meeting is available online from freeconference call.com or at the link <u>https://fccdl.in/SQeAdY2xQ4</u>.

### Respectfully submitted,

Shawn O'Neill, Mayor



# **Voucher Report**

	- September - September 2024 First Council Meeting Sept	
Reference	Date	Amount Notes
Reference Number: 39214	BHC Consultants	\$7,973.12
0020934	8/8/2024	\$7,973.12 Jefferson Station
Reference Number: 39215	City of Chehalis	\$14,043.00
2024*Sept RWWTP	9/1/2024	\$14,043.00 Monthly Sewer Treatment Costs 2024*Sept
Reference Number: 39216	City of Napavine	\$1,066.84
2024*July Tax remit	8/26/2024	\$1,066.84 2024- July Water/Sewer Service Utility Tax
Reference Number: 39217	CT Publishing LLC dba The Chronicle	\$50.48
281911	8/14/2024	\$5.39 Ord 663
282165	9/1/2024	\$45.09 RFQ-hydrogeologist
Reference Number: 39218	Duane Elwood	\$174.70
2024*Sept Medicare Elwood	8/15/2024	\$174.70 Medical Insurance Premium 2024*Sept
Reference Number: 39219	Eubanks	\$364.36
1103075	8/9/2024	\$364.36 City Hall front door dogging assembly
Reference Number: 39220	General Pacific Inc	\$714.30
1498627	8/6/2024	\$714.30 2 badger meters
Reference Number: 39221	Gina Johnston, Romanian Interpreter	\$260.00
1011	8/19/2024	\$260.00 Romanian interpreter
Reference Number: 39222	LECO Supply, Inc	\$1,138.47
220781	3/28/2024	\$322.47 Mayme Trash cans/hand soap/Tp/liners etc
220881	4/2/2024	\$3.46 return tp/get correct tp Mayme
221296	4/17/2024	\$616.91 Chlorine 2 drums

Reference	Date	Amount Notes
22679	6/3/2024	\$48.91 TP parks
225060	8/6/2024	\$146.72 Mayme TP
Reference Number: 39223	Lemay Mobile Shredding	\$66.00
4852121S185	8/1/2024	\$66.00 PD mobile shred 7/1-7/31
Reference Number: 39224	Lewis County Fleet Svs.	\$131.21
41705	7/18/2024	\$131.21 21 Durango oil change
Reference Number: 39225	Lewis County Public Health Department	\$344.00
9311	8/6/2024	\$344.00 8 Water samples
Reference Number: 39226	Lewis County Sheriffs Office	\$753.66
2024 July Evidence	8/5/2024	\$753.66 2024-July Evidence Handling
Reference Number: 39227	Mountain Mist	\$49.51
006159831	8/26/2024	\$18.01
006159832	8/21/2024	\$31.50 5 gal water jugs (3) PD/Court
Reference Number: 39228	NorPac Auto Maintenance & Repair	\$248.76
3027	7/24/2024	\$81.01 Tube-hose adapter
3046	8/12/2024	\$167.75 chute for mower
Reference Number: 39229	US Bank Corp Payment Syst	\$1,409.42
010934 Soft Touch	7/9/2024	\$12.45 Soft Touch Car Wash
011143 Soft Touch	7/12/2024	\$16.60 Soft Touch Car Wash
011458 Soft Touch	7/19/2024	\$12.45 Soft Touch Car Wash
011609 Soft Touch	7/22/2024	\$20.75 Soft Touch Car Wash
011996 Soft Touch	8/1/2024	\$12.45 Soft Touch Car Wash
064004 United Pacific	7/24/2024	\$72.33 United Pacific - Fuel
111-1165599-1538607 Amazon	7/18/2024	\$18.32 PD office supplies 2 orders \$7.54 & \$10.7
111-8299316-2348268 Amazon	7/24/2024	\$21.57 PD office Supplies

Reference	Date	Amount Notes		
113-5906745-5796265 Amazon	8/1/2024	\$38.60 ASPL - 48LED Roof Top Strobe Lights		
113-7719583-6298648 Amazon	7/25/2024	\$54.60 Court office Supplies		
113-7994337-6409032 Amazon	7/25/2024	\$83.82 Court Office Supplies		
2000122-47277004 Walmart	7/31/2024	\$140.26 - Mayme Cameras		
323 United Postal Services	7/24/2024	\$146.00 US Flag Coil(2 x \$73) \$73 to Morton - Jury		
380308 The Paint Store	7/31/2024	\$210.34 Water Based Marking Paint		
400062203 Lightbulb Surplus	7/15/2024	\$116.62 Washington Park Globe - Acorn Acry 23.2		
4358-486336 O'Reilly Auto Parts	7/30/2024	\$36.78 Seat Covers		
464212735337319 Walmart	7/30/2024	\$47.09 Antifreeze X 4		
563 United Postal Services	7/10/2024	\$8.73 PD Postage - Seizure Amended 24F0656		
595 United Postal Services	8/1/2024	\$29.04 PD Postage		
75894254 Free Conference	7/15/2024	\$3.25 File Storage 7/15/24 - 8/14/24		
7TMGC5SBY2J Walmart	7/19/2024	\$127.78 PD Special Programs - Candy		
90711203 UHAUL	7/18/2024	\$42.03 Ball, BallMount & Pin/Clip		
937397 Sweeny's	7/19/2024	\$23.73 Sweeny's DSP GLOVE XL BLK		
938088 Sweeny's	7/27/2024	\$22.12 Round Base Magnet/Bolt j w/nut/misc fa		
938090 Sweeny's	7/27/2024	\$24.50 Couple Lock Brass 2" - Extension 4 Wire		
CHEHAIN89622 US Cellular	8/1/2024	\$50.18 Otterbox Ventev Chargesync		
INV266572930 Zoom	7/27/2024	\$17.03 Zoom - Municipal Court		
Reference Number: 39230	US Cellular	\$1,067.23		
0672274182	8/12/2024	\$281.00 2024*8/12-9/11 PW		
0672278670	8/12/2024	\$786.23 PD Cell 2024*8/12-9/11 PW Mifi		
Reference Number: 39231	Vision Municipal Solution	\$2,300.33		
09-14807	7/31/2024	\$1,691.43 CD Desktop replacement Teri		
09-14820	8/12/2024	\$608.90 Sonic Wall Annual fee 10/19-24-10/18		
Reference Number: 39232	Watersurplus / Surplus Management, Inc	\$6,655.33		
INV0007407	8/5/2024	\$6,655.33 Well #6 Carbon and Gravel		
Reference Number: 39233 Transient Vendor		\$110.43		

Reference	Date	Amount Notes		
2024 Aug Acc 3221.0	8/26/2024	\$110.43 Refund Overpayment Acc 3221.0		
Reference Number: 39234	US Cellular	\$40.52		
0672278670 a	8/27/2024	\$40.52 Aug PD mifi		
Reference Number: 39236	International Brotherhood Teamsters Local 252	\$1,106.00		
Union Dues - 15268	8/19/2024	\$37.75		
Union Dues - 15269	8/19/2024	\$58.75		
Union Dues - 15270	8/19/2024	\$46.25		
Union Dues - 15271	8/19/2024	\$40.25		
Union Dues - 15272	8/19/2024	\$40.25		
Union Dues - 15274	8/19/2024	\$29.75		
Union Dues - 15276	8/19/2024	\$31.75		
Union Dues - 15277	8/19/2024	\$37.75		
Union Dues - 15279	8/19/2024	\$37.75		
Union Dues - 15280	8/19/2024	\$40.75		
Union Dues - 15281	8/19/2024	\$35.25		
Union Dues - 15282	8/19/2024	\$37.75		
Union Dues - 15283	8/19/2024	\$45.75		
Union Dues - 15284	8/19/2024	\$33.25		
Union Dues - 15285	9/3/2024	\$37.75		
Union Dues - 15286	9/3/2024	\$58.75		
Union Dues - 15287	9/3/2024	\$46.25		
Union Dues - 15288	9/3/2024	\$40.25		
Union Dues - 15289	9/3/2024	\$40.25		
Union Dues - 15291	9/3/2024	\$29.75		
Union Dues - 15293	9/3/2024	\$31.75		
Union Dues - 15294	9/3/2024	\$37.75		
Union Dues - 15296	9/3/2024	\$37.75		
Union Dues - 15297	9/3/2024	\$40.75		
Union Dues - 15298	9/3/2024	\$35.25		
Union Dues - 15299	9/3/2024	\$37.75		

Reference	Date	Amount Notes
Union Dues - 15300	9/3/2024	\$45.75
Union Dues - 15301	9/3/2024	\$33.25
Reference Number: 39237	Badger Meter	\$336.74
80169714	8/29/2024	\$336.74 2024*Aug Services
Reference Number: 39238	Buzzard O'Rourke	\$17,750.00
16623	8/27/2024	\$50.00 2024 - 2A0051850
16624	8/27/2024	\$75.00 2024- 2A0389258
16628	8/27/2024	\$25.00 2024- 4A0487446
16629	8/27/2024	\$25.00 2024 - 4A0487448
16630	8/27/2024	\$12.50 2024 4A0571884
16631	8/27/2024	\$12.50 2024 - 4A0571887
16633	8/27/2024	\$50.00 2024 - 4A0412391/4A0412392
16634	8/27/2024	\$125.00 2024 - 4A0412396/4A0412397
16635	8/27/2024	\$75.00 2024- 4A0412398
16636	8/27/2024	\$50.00 2024 - 4A0412401
16637	8/27/2024	\$50.00 2024 - 4A0487444
16638	8/27/2024	\$50.00 2024- 4A0412378
16639	8/27/2024	\$25.00 2024 - 4A0412380
16640	8/27/2024	\$75.00 2024 - 4A0412385
16641	8/27/2024	\$50.00 2024 - 4A0412389
16642	8/27/2024	\$25.00 2024 - 4A0412390
16644	8/27/2024	\$25.00 2024 - 4A0377950
16645	8/27/2024	\$25.00 2024 - 4A0379951
16646	8/27/2024	\$75.00 2024- 4A0412365
16647	8/27/2024	\$100.00 2024 -4A0412377
16648	8/27/2024	\$50.00 2024 - 4A0203563
16653	8/27/2024	\$75.00 2024 - 3A0711658
16655	8/27/2024	\$50.00 2024 - 4A0049939
16657	8/27/2024	\$100.00 2024 - 4A0102878/4A0102877
16662	8/27/2024	\$50.00 2024 - 3A0116731

Reference	Date	Amount Notes
16663	8/27/2024	\$175.00 2024 - 2A0575781
16665	8/27/2024	\$125.00 2024 - 3A0711654
16666	8/27/2024	\$5,175.00 2024 07/16-8/21 General
16670	8/27/2024	\$4,300.00 2024 - Prosecution 7/17-8/15
16672	8/27/2024	\$200.00 2024 - 2a0090831
16674	8/27/2024	\$25.00 2024 - 1a0389132
16676	8/27/2024	\$6,412.50 20-2-00592-21 Hamilton fire
16679	8/27/2024	\$12.50 2024 - 4a0571882
Reference Number: 39239	Home Depot Credit Services	\$158.18
68271	9/4/2024	\$73.85 walldriller and screws
68289	8/6/2024	\$84.33 Flashlight tape measure
Reference Number: 39240	Joseph O. Enbody	\$1,050.00
29176	9/5/2024	\$1,050.00 3.5 Units August 2024
Reference Number: 39241	Lewis County PUD	\$5,059.71
104755002*2024 Sep	9/12/2024	\$40.71 7/11-8/20 E Park St
104755003*2024 Sep	9/12/2024	\$40.71 7/11-8/20 305 2nd Ave NE "Triangle"
104755004*2024 Sep	9/12/2024	\$73.02 7/11-8/20 Wa & 2nd St Traffic Signal
104755005*2024 Sep	9/12/2024	\$52.28 7/11-8/20 Ball Park Lights/207 W Washingt
104755006*2024 Sep	9/12/2024	\$66.81 7/11-8/20 Linhart Ave Lights
104755007*2024 Sep	9/12/2024	\$48.45 7/11-8/20 Pedestrian Overpass/2nd Ave NE
104755008*2024 Sep	9/12/2024	\$81.48 7/11-8/20 113 2nd Ave SE
104755009*2024 Sep	9/12/2024	\$51.76 7/11-8/20 207 Wash St Park Concessions
104755010*2024 Sep	9/19/2024	\$34.23 7/24-8/26 191 Hamilton Rd
104755011*2024 Sep	9/12/2024	\$46.50 7/11-8/20 Stadium Heights St Lights
104755012*2024 Sep	9/12/2024	\$57.63 7/11-8/20 Birch Ave SW Traffic Signal
104755014*2024 Sep	9/12/2024	\$43.02 7/11-8/20 Washington St Lighting
104755015*2024 Sep	9/12/2024	\$53.07 7/11-8/20 Camden Way St Lights
104755016*2024 Sep	9/12/2024	\$50.33 7/11-8/20 Parkside Loop Light
104755017*2024 Sep	9/12/2024	\$79.17 7/11-8/20 3rd Ave NW/Pump Station

Reference	Date	Amount Notes		
104755018*2024 Sep	9/12/2024	\$830.09 7/25-8/23 Various Street Lights		
104755019*2024 Sep	9/12/2024	\$64.71 7/11-8/20 Chieri CT Sewer Station		
104755020*2024 Sep	9/12/2024	\$1,213.10 7/11-8/20 Birch - Well #5/Birch Ave SW Pu		
104755021*2024 Sep	9/12/2024	\$161.12 7/11-8/20 Jefferson St E Pump Station		
104755022*2024 Sep	9/12/2024	\$208.55 7/11-8/20 Rush Rd. Pump - 1168 Rush Rd		
104755023*2024 Sep	9/12/2024	\$40.71 7/11-8/20 Rowell St - Well #3		
104755024*2024 Sep	9/12/2024	\$131.70 7/11-8/20 Front St - Well #2		
104755025*2024 Sep	9/12/2024	\$236.16 7/11-8/20 207 W Washington - Pump		
104755026*2024 Sep	9/19/2024	\$35.95 7/24-8/22 611 Koontz RD Light		
115588001*2024 Sep	9/12/2024	\$68.83 7/11-8/20 Rathburn St		
115588002*2024 Sep	9/12/2024	\$51.41 7/11-8/20 4th & Stella St *250 W St. Lights		
124227002*2024 Sep	9/19/2024	\$579.63 7/22-8/26 1206 Rush RD - Well #6/Treatme		
124227003*2024 Sep	9/12/2024	\$353.01 7/11-8/20 City Hall - 407 Birch Ave SW		
128323001*2024 Sep	9/12/2024	\$29.52 7/17-08/15 207 W Washington - Amphithea		
128578001*2024 Sep	9/12/2024	\$42.41 7/24-8/26 Rush Rd Lights		
128578002*2024 Sep	9/19/2024	\$35.97 7/24-8/26 Rush Rd Lights		
128578003*2024 Sep	9/12/2024	\$45.45 7/11-8/20 Sommerville Rd Light		
128578004*2024 Sep	9/12/2024	\$50.84 7/11-8/20 7th Ave Security Light		
128578005*2024 Sep	9/12/2024	\$61.38 7/11-8/20 555 2nd Ave NE Park Building		
Reference Number: 39242	Minuteman Press	\$332.40		
748	6/24/2024	\$332.40 500 regular/500 window envolopes		
Reference Number: 39243	Mrs. Klean Janitorial	\$634.00		
INV-2397	9/1/2024	\$634.00 2024 -Sept Clean City Hall		
Reference Number: 39244	National Business Furniture	\$2,578.98		
MK607913	7/8/2024	\$2,578.98 2 tables/10 chairs		
Reference Number: 39245	Pete Hinton	\$65.00		
2024*Aug Interpreter	9/4/2024	\$65.00 2024*Aug Interpreter		

Reference	Date	Amount Notes	
Reference Number: 39246	Rodda Paint Co	\$838.33	
3111303	9/4/2024	\$838.33 8-5 gallon white traffic paint	
Reference Number: 39247	Sarah Berry c/o Duane Elwood	\$147.00	
2024*Sept LEOFF I Insurance	9/4/2024	\$147.00 2024*Sept LEOFF I Insurance	
Reference Number: 39248	Service Saw Workwears	\$17.30	
318943	9/4/2024	\$17.30 Bar oil	
Reference Number: 39249	SW Clean Air Agency	\$1,133.90	
2024-1055	8/27/2024	\$1,133.90 2024 Assessment	
Reference Number: 39250	Sweeny's Ace Hardware	\$702.23	
938595	8/1/2024	\$10.55 spray bottle	
38618	8/1/2024	\$128.36 Hitch ball etc	
39062	8/6/2024	\$26.95 contractor bags/clorox wipes	
39140	8/7/2024	\$18.54 mis fasteners	
39187	8/7/2024	\$10.78 spackling	
39241	8/8/2024	\$15.05 hose clmp/elbow	
39248	8/8/2024	\$57.71 coupling/hose clamp/pipe/tape	
39258	8/8/2024	\$15.10 cement rain r shine	
39285	8/8/2024	\$17.25 LED 40 w	
39385	8/9/2024	\$17.24 2 jugs clorox	
39688	8/12/2024	\$131.98 2 gallons paint/supplies	
39727	8/13/2024	\$7.54 wire brush	
39950	8/15/2024	\$21.57 8" pruner	
40325	8/19/2024	\$5.38 plastic pail	
40385	8/20/2024	\$4.95 padlock	
40411	8/21/2024	\$7.54 good brush flat	
40415	8/21/2024	\$7.54 good brush flat	
40510	8/22/2024	\$27.87 metal cutoff disc/pipe	
40582	8/23/2024	\$6.02 composite shims	

Reference	Date	Amount Notes		
940586	8/23/2024	\$6.03 1/2" 6PTD		
940591	8/23/2024	\$28.24 contractor bags/clorox wipes		
940608	8/23/2024	\$29.10 great stuff/duct tape/sponge		
940611	8/23/2024	\$17.24 medum spong		
940823	8/26/2024	\$34.52 Pet food can		
940968	8/27/2024	\$8.19 easy grip scrup brush		
941211	8/30/2024	\$40.99 3 pk OSC BLD MTL 1 1/4"		
Reference Number: 39251	The Farm Store	\$246.67		
186947	8/6/2024	\$246.67 Glystar + & Crossbow		
Reference Number: 39252	US Cellular	\$47.96		
0674352099	8/20/2024	\$47.96 2024*8/20-9/19 Treasurer		
Reference Number: 39253	Utilities Underground Location Center	\$10.56		
4080195	8/31/2024	\$10.56 2024*08 8 locates		
Reference Number: 39254	Vander Stoep, Blinks, Jones & Unzelman	\$1,100.00		
2024*Sept Judge	9/1/2024	\$1,100.00 2024-Sept Judge		
Reference Number: 39255	Vision Municipal Solution	\$868.60		
09-14839	8/27/2024	\$868.60 8/1 Utilty statements		
Reference Number: 39256	Washington Dept. of Health	\$78,935.31		
3732	8/30/2024	\$78,935.31 DM10-952-006 Loan payment		
Reference Number: 39257	Washington State Patrol	\$13.25		
12500641	9/3/2024	\$13.25 CPL Background Checks Prehm		
Reference Number: 39258	Winlock Auto Supply	\$61.40		
4847-386981	8/8/2024	\$61.40 Ford F-150 Morris B		
Reference Number: Aug 1-15, 2024	Payroll Vendor	\$36,832.83		
ACH Pay - 15268	8/19/2024	\$2,134.63		

2024 - \$	September ·	<ul> <li>September</li> </ul>	2024 Firs	t Council	Meeting	September	10,	2024

Reference	Date	Amount Notes
ACH Pay - 15269	8/19/2024	\$3,312.94
ACH Pay - 15270	8/19/2024	\$2,494.68
ACH Pay - 15271	8/19/2024	\$2,061.31
ACH Pay - 15272	8/19/2024	\$2,087.72
ACH Pay - 15273	8/19/2024	\$2,479.12
ACH Pay - 15274	8/19/2024	\$1,871.99
ACH Pay - 15275	8/19/2024	\$2,464.16
ACH Pay - 15276	8/19/2024	\$1,723.20
ACH Pay - 15277	8/19/2024	\$1,966.00
ACH Pay - 15278	8/19/2024	\$1,128.22
ACH Pay - 15279	8/19/2024	\$2,143.51
ACH Pay - 15280	8/19/2024	\$2,005.22
ACH Pay - 15281	8/19/2024	\$2,002.39
ACH Pay - 15282	8/19/2024	\$2,120.33
ACH Pay - 15283	8/19/2024	\$3,030.08
ACH Pay - 15284	8/19/2024	\$1,807.33
Reference Number: Aug 16-31, 2024	Payroll Vendor	\$39,982.11
ACH Pay - 15285	9/3/2024	\$2,130.89
ACH Pay - 15286	9/3/2024	\$3,855.70
ACH Pay - 15287	9/3/2024	\$2,485.33
ACH Pay - 15288	9/3/2024	\$2,814.00
ACH Pay - 15289	9/3/2024	\$2,081.52
ACH Pay - 15290	9/3/2024	\$2,481.65
ACH Pay - 15291	9/3/2024	\$1,880.70
ACH Pay - 15292	9/3/2024	\$2,464.10
АСН Рау - 15293	9/3/2024	\$1,722.97
ACH Pay - 15294	9/3/2024	\$2,074.81
ACH Pay - 15295	9/3/2024	\$2,004.15
ACH Pay - 15296	9/3/2024	\$2,144.74
ACH Pay - 15297	9/3/2024	\$2,007.13
АСН Рау - 15298	9/3/2024	\$1,972.48

ACH Pay - 15299       9/3/2024       \$2,119.71         ACH Pay - 15300       9/3/2024       \$3,021.36         ACH Pay - 15301       9/3/2024       \$1,809.13         ACH Pay - 15302       9/3/2024       \$911.74	
ACH Pay - 153019/3/2024\$1,809.13ACH Pay - 153029/3/2024\$911.74	
ACH Pay - 15302 9/3/2024 \$911.74	
Reference Number: EFT*20240901City of Napavine\$820.24	
2024*July DOR Remit         8/26/2024         \$820.24 2024- Water Sew	er Service Utility Tax July
Reference Number: Eft*20240903 Dept of Retirement Systems \$7,810.31	
Emp Rtmt - 15250 8/1/2024 \$276.56	
Emp Rtmt - 15251 8/1/2024 \$281.89	
Emp Rtmt - 15252 8/1/2024 \$192.87	
Emp Rtmt - 15253 8/1/2024 \$167.02	
Emp Rtmt - 15255 8/1/2024 \$183.79	
Emp Rtmt - 15256 8/1/2024 \$322.48	
Emp Rtmt - 15257 8/1/2024 \$230.65	
Emp Rtmt - 15258 8/1/2024 \$328.93	
Emp Rtmt - 15259 8/1/2024 \$217.06	
Emp Rtmt - 15260 8/1/2024 \$256.69	
Emp Rtmt - 15261 8/1/2024 \$258.50	
Emp Rtmt - 15263 8/1/2024 \$149.58	
Emp Rtmt - 15264 8/1/2024 \$277.18	
Emp Rtmt - 15265 8/1/2024 \$408.58	
Emp Rtmt - 15266 8/1/2024 \$224.91	
Emp Rtmt - 15267 8/1/2024 \$277.89	
Taxable Retirement - 15250         8/1/2024         \$194.79	
Taxable Retirement - 15251 8/1/2024 \$451.97	
Taxable Retirement - 15252         8/1/2024         \$309.24	
Taxable Retirement - 15253         8/1/2024         \$267.79	
Taxable Retirement - 15255         8/1/2024         \$294.68	
Taxable Retirement - 15256         8/1/2024         \$227.13	
Taxable Retirement - 15257         8/1/2024         \$162.45	
Taxable Retirement - 15258         8/1/2024         \$254.98	

Deference		,
Reference	Date	Amount Notes
Taxable Retirement - 15259	8/1/2024	\$152.88
Taxable Retirement - 15260	8/1/2024	\$180.79
Taxable Retirement - 15261	8/1/2024	\$182.07
Taxable Retirement - 15263	8/1/2024	\$239.83
Taxable Retirement - 15264	8/1/2024	\$195.22
Taxable Retirement - 15265	8/1/2024	\$287.77
Taxable Retirement - 15266	8/1/2024	\$158.41
Taxable Retirement - 15267	8/1/2024	\$195.73
Reference Number: EFT*20240904	Dept of Treasury Internal Revenue Service	\$7,297.43
Federal Income Tax - 15268	8/19/2024	\$198.72
Federal Income Tax - 15269	8/19/2024	\$723.33
Federal Income Tax - 15270	8/19/2024	\$498.84
Federal Income Tax - 15271	8/19/2024	\$362.40
Federal Income Tax - 15272	8/19/2024	\$370.10
Federal Income Tax - 15273	8/19/2024	\$388.46
Federal Income Tax - 15274	8/19/2024	\$271.76
Federal Income Tax - 15275	8/19/2024	\$474.22
Federal Income Tax - 15276	8/19/2024	\$224.79
Federal Income Tax - 15277	8/19/2024	\$309.23
Federal Income Tax - 15278	8/19/2024	\$133.35
Federal Income Tax - 15279	8/19/2024	\$169.74
Federal Income Tax - 15280	8/19/2024	\$239.70
Federal Income Tax - 15281	8/19/2024	\$209.12
Federal Income Tax - 15282	8/19/2024	\$348.83
Federal Income Tax - 15283	8/19/2024	\$679.26
Federal Income Tax - 15284	8/19/2024	\$168.06
Medicare - 15268	8/19/2024	\$44.59
Medicare - 15268 (2)	8/19/2024	\$44.59
Medicare - 15269	8/19/2024	\$71.53
Medicare - 15269 (2)	8/19/2024	\$71.53
Medicare - 15270	8/19/2024	\$51.54

Reference	Date	Amount Notes
Medicare - 15270 (2)	8/19/2024	\$51.54
Medicare - 15271	8/19/2024	\$44.00
Medicare - 15271 (2)	8/19/2024	\$44.00
Medicare - 15272	8/19/2024	\$44.51
Medicare - 15272 (2)	8/19/2024	\$44.51
Medicare - 15273	8/19/2024	\$51.78
Medicare - 15273 (2)	8/19/2024	\$51.78
Medicare - 15274	8/19/2024	\$36.21
Medicare - 15274 (2)	8/19/2024	\$36.21
Medicare - 15275	8/19/2024	\$52.82
Medicare - 15275 (2)	8/19/2024	\$52.82
Medicare - 15276	8/19/2024	\$34.85
Medicare - 15276 (2)	8/19/2024	\$34.85
Medicare - 15277	8/19/2024	\$41.22
Medicare - 15277 (2)	8/19/2024	\$41.22
Medicare - 15278	8/19/2024	\$21.95
Medicare - 15278 (2)	8/19/2024	\$21.95
Medicare - 15279	8/19/2024	\$41.51
Medicare - 15279 (2)	8/19/2024	\$41.51
Medicare - 15280	8/19/2024	\$44.62
Medicare - 15280 (2)	8/19/2024	\$44.62
Medicare - 15281	8/19/2024	\$39.26
Medicare - 15281 (2)	8/19/2024	\$39.26
Medicare - 15282	8/19/2024	\$41.65
Medicare - 15282 (2)	8/19/2024	\$41.65
Medicare - 15283	8/19/2024	\$65.61
Medicare - 15283 (2)	8/19/2024	\$65.61
Medicare - 15284	8/19/2024	\$36.11
Medicare - 15284 (2)	8/19/2024	\$36.11
Social Security Hulstein - S	8/22/2024	(\$31.30)
Social Security Hulstein-CD	8/22/2024	(\$31.28)
Social Security Hulstein-W	8/22/2024	(\$31.28)

Reference	Date	Amount Notes
Social Security Tax - 15278	8/19/2024	\$93.86
Reference Number: EFT*20240905	DE Lage Landen Financial Services	\$464.00
82911718	8/10/2024	\$464.00 2024 -8/1-8/31 0 Sharp MX307105 CITY H
Reference Number: EFT*20240906	Employment Security Dept.	\$25.00
2024*Aug Employment Security	8/26/2024	\$25.00 2024*Aug Employment Security
Reference Number: EFT*20240907	Dept of Licensing Firearms Desk	\$39.00
NV0000109 Milton	8/13/2024	\$21.00 NV0000109 Milton
NV0000110 Prehm	8/13/2024	\$18.00 NV0000110 Prehm
Reference Number: EFT*20240908	AFLAC Remittance Processing	\$543.20
Aflac - 15269	8/19/2024	\$32.36
Aflac - 15273	8/19/2024	\$27.17
Aflac - 15286	9/3/2024	\$32.37
Aflac - 15290	9/3/2024	\$27.17
Aflac Disability - 15273	8/19/2024	\$47.84
Aflac Disability - 15275	8/19/2024	\$68.54
Aflac Disability - 15283	8/19/2024	\$95.68
Aflac Disability - 15290	9/3/2024	\$47.84
Aflac Disability - 15292	9/3/2024	\$68.55
Aflac Disability - 15300	9/3/2024	\$95.68
Reference Number: EFT*20240909	Vimly Benefit Solutions, Inc	\$1,991.70
Medical/Dental - 15290	9/3/2024	\$970.10
Medical/Dental - 15292	9/3/2024	\$1,021.60
Reference Number: EFT*20240910	Dept of Treasury Internal Revenue Service	\$8,138.69
Federal Income Tax - 15285	9/3/2024	\$197.82
Federal Income Tax - 15286	9/3/2024	\$919.66
Federal Income Tax - 15287	9/3/2024	\$497.46
Federal Income Tax - 15288	9/3/2024	\$613.34
Federal Income Tax - 15289	9/3/2024	\$364.05

2024 - September	- September 2024 First	<b>Council Meeting</b>	September 10, 202	24

Reference	Date	Amount Notes
Federal Income Tax - 15290	9/3/2024	\$388.46
Federal Income Tax - 15291	9/3/2024	\$271.76
Federal Income Tax - 15292	9/3/2024	\$474.22
Federal Income Tax - 15293	9/3/2024	\$224.79
Federal Income Tax - 15294	9/3/2024	\$343.88
Federal Income Tax - 15295	9/3/2024	\$260.74
Federal Income Tax - 15296	9/3/2024	\$169.74
Federal Income Tax - 15297	9/3/2024	\$239.70
Federal Income Tax - 15298	9/3/2024	\$204.92
Federal Income Tax - 15299	9/3/2024	\$348.83
Federal Income Tax - 15300	9/3/2024	\$679.26
Federal Income Tax - 15301	9/3/2024	\$168.06
Federal Income Tax - 15302	9/3/2024	\$0.00
Medicare - 15285	9/3/2024	\$44.48
Medicare - 15285 (2)	9/3/2024	\$44.48
Medicare - 15286	9/3/2024	\$83.39
Medicare - 15286 (2)	9/3/2024	\$83.39
Medicare - 15287	9/3/2024	\$51.45
Medicare - 15287 (2)	9/3/2024	\$51.45
Medicare - 15288	9/3/2024	\$60.54
Medicare - 15288 (2)	9/3/2024	\$60.54
Medicare - 15289	9/3/2024	\$44.11
Medicare - 15289 (2)	9/3/2024	\$44.11
Medicare - 15290	9/3/2024	\$51.78
Medicare - 15290 (2)	9/3/2024	\$51.78
Medicare - 15291	9/3/2024	\$36.21
Medicare - 15291 (2)	9/3/2024	\$36.21
Medicare - 15292	9/3/2024	\$52.82
Medicare - 15292 (2)	9/3/2024	\$52.82
Medicare - 15293	9/3/2024	\$34.85
Medicare - 15293 (2)	9/3/2024	\$34.85
Medicare - 15294	9/3/2024	\$43.50

2021		
Reference	Date	Amount Notes
Medicare - 15294 (2)	9/3/2024	\$43.50
Medicare - 15295	9/3/2024	\$38.11
Medicare - 15295 (2)	9/3/2024	\$38.11
Medicare - 15296	9/3/2024	\$41.51
Medicare - 15296 (2)	9/3/2024	\$41.51
Medicare - 15297	9/3/2024	\$44.62
Medicare - 15297 (2)	9/3/2024	\$44.62
Medicare - 15298	9/3/2024	\$38.76
Medicare - 15298 (2)	9/3/2024	\$38.76
Medicare - 15299	9/3/2024	\$41.65
Medicare - 15299 (2)	9/3/2024	\$41.65
Medicare - 15300	9/3/2024	\$65.61
Medicare - 15300 (2)	9/3/2024	\$65.61
Medicare - 15301	9/3/2024	\$36.11
Medicare - 15301 (2)	9/3/2024	\$36.11
Medicare - 15302	9/3/2024	\$14.50
Medicare - 15302 (2)	9/3/2024	\$14.50
Social Security Tax - 15302	9/3/2024	\$62.00
Social Security Tax - 15302 (2)	9/3/2024	\$62.00
Reference Number: EFT*20240911	Nationwide Retirement Solutions	\$8,035.58
Deferred Comp - 15268	8/19/2024	\$300.00
Deferred Comp - 15269	8/19/2024	\$150.00
Deferred Comp - 15271	8/19/2024	\$100.00
Deferred Comp - 15272	8/19/2024	\$100.00
Deferred Comp - 15273	8/19/2024	\$300.00
Deferred Comp - 15274	8/19/2024	\$75.00
Deferred Comp - 15275	8/19/2024	\$300.00
Deferred Comp - 15276	8/19/2024	\$100.00
Deferred Comp - 15277	8/19/2024	\$150.00
Deferred Comp - 15279	8/19/2024	\$150.00
Deferred Comp - 15280	8/19/2024	\$407.74

2024 - September -	September 2024 First	<b>Council Meeting</b>	September 10.	2024

Reference	Date	Amount Notes
Deferred Comp - 15281	8/19/2024	\$25.00
Deferred Comp - 15283	8/19/2024	\$150.00
Deferred Comp - 15284	8/19/2024	\$150.00
Deferred Comp - 15285	9/3/2024	\$300.00
Deferred Comp - 15286	9/3/2024	\$150.00
Deferred Comp - 15288	9/3/2024	\$100.00
Deferred Comp - 15289	9/3/2024	\$100.00
Deferred Comp - 15290	9/3/2024	\$300.00
Deferred Comp - 15291	9/3/2024	\$75.00
Deferred Comp - 15292	9/3/2024	\$300.00
Deferred Comp - 15293	9/3/2024	\$100.00
Deferred Comp - 15294	9/3/2024	\$150.00
Deferred Comp - 15296	9/3/2024	\$150.00
Deferred Comp - 15297	9/3/2024	\$407.74
Deferred Comp - 15298	9/3/2024	\$25.00
Deferred Comp - 15300	9/3/2024	\$150.00
Deferred Comp - 15301	9/3/2024	\$150.00
Deferred Comp Match - 15285	9/3/2024	\$300.00
Deferred Comp Match - 15286	9/3/2024	\$150.00
Deferred Comp Match - 15288	9/3/2024	\$100.00
Deferred Comp Match - 15289	9/3/2024	\$100.00
Deferred Comp Match - 15290	9/3/2024	\$710.80
Deferred Comp Match - 15291	9/3/2024	\$75.00
Deferred Comp Match - 15292	9/3/2024	\$659.30
Deferred Comp Match - 15293	9/3/2024	\$100.00
Deferred Comp Match - 15294	9/3/2024	\$150.00
Deferred Comp Match - 15296	9/3/2024	\$150.00
Deferred Comp Match - 15297	9/3/2024	\$300.00
Deferred Comp Match - 15298	9/3/2024	\$25.00
Deferred Comp Match - 15300	9/3/2024	\$150.00
Deferred Comp Match - 15301	9/3/2024	\$150.00

Reference	Date	Amount Notes
Reference Number: EFT*20240912	Dept of Retirement Systems	\$16,142.24
Emp Rtmt - 15268	8/19/2024	\$277.69
Emp Rtmt - 15269	8/19/2024	\$261.39
Emp Rtmt - 15270	8/19/2024	\$186.44
Emp Rtmt - 15271	8/19/2024	\$161.43
Emp Rtmt - 15272	8/19/2024	\$161.43
Emp Rtmt - 15273	8/19/2024	\$322.48
Emp Rtmt - 15274	8/19/2024	\$225.51
Emp Rtmt - 15275	8/19/2024	\$328.93
Emp Rtmt - 15276	8/19/2024	\$217.06
Emp Rtmt - 15277	8/19/2024	\$256.69
Emp Rtmt - 15278	8/19/2024	\$136.70
Emp Rtmt - 15279	8/19/2024	\$258.50
Emp Rtmt - 15280	8/19/2024	\$277.89
Emp Rtmt - 15281	8/19/2024	\$142.19
Emp Rtmt - 15282	8/19/2024	\$259.40
Emp Rtmt - 15283	8/19/2024	\$408.58
Emp Rtmt - 15284	8/19/2024	\$224.91
Emp Rtmt - 15285	9/3/2024	\$277.01
Emp Rtmt - 15286	9/3/2024	\$302.38
Emp Rtmt - 15287	9/3/2024	\$186.44
Emp Rtmt - 15288	9/3/2024	\$220.12
Emp Rtmt - 15289	9/3/2024	\$161.43
Emp Rtmt - 15290	9/3/2024	\$322.48
Emp Rtmt - 15291	9/3/2024	\$225.51
Emp Rtmt - 15292	9/3/2024	\$328.93
Emp Rtmt - 15293	9/3/2024	\$217.06
Emp Rtmt - 15294	9/3/2024	\$270.91
Emp Rtmt - 15295	9/3/2024	\$237.34
Emp Rtmt - 15296	9/3/2024	\$258.50
Emp Rtmt - 15297	9/3/2024	\$277.89
Emp Rtmt - 15298	9/3/2024	\$142.19

Reference	Date	Amount Notes
Emp Rtmt - 15299	9/3/2024	\$259.40
Emp Rtmt - 15300	9/3/2024	\$408.58
Emp Rtmt - 15301	9/3/2024	\$224.91
Taxable Retirement - 15268	8/19/2024	\$195.58
Taxable Retirement - 15269	8/19/2024	\$419.11
Taxable Retirement - 15270	8/19/2024	\$298.94
Taxable Retirement - 15271	8/19/2024	\$258.83
Taxable Retirement - 15272	8/19/2024	\$258.83
Taxable Retirement - 15273	8/19/2024	\$227.13
Taxable Retirement - 15274	8/19/2024	\$158.83
Taxable Retirement - 15275	8/19/2024	\$254.98
Taxable Retirement - 15276	8/19/2024	\$152.88
Taxable Retirement - 15277	8/19/2024	\$180.79
Taxable Retirement - 15278	8/19/2024	\$96.28
Taxable Retirement - 15279	8/19/2024	\$182.07
Taxable Retirement - 15280	8/19/2024	\$195.73
Taxable Retirement - 15281	8/19/2024	\$227.99
Taxable Retirement - 15282	8/19/2024	\$182.70
Taxable Retirement - 15283	8/19/2024	\$287.77
Taxable Retirement - 15284	8/19/2024	\$158.41
Taxable Retirement - 15285	9/3/2024	\$195.10
Taxable Retirement - 15286	9/3/2024	\$484.83
Taxable Retirement - 15287	9/3/2024	\$298.94
Taxable Retirement - 15288	9/3/2024	\$352.93
Taxable Retirement - 15289	9/3/2024	\$258.83
Taxable Retirement - 15290	9/3/2024	\$227.13
Taxable Retirement - 15291	9/3/2024	\$158.83
Taxable Retirement - 15292	9/3/2024	\$254.98
Taxable Retirement - 15293	9/3/2024	\$152.88
Taxable Retirement - 15294	9/3/2024	\$190.81
Taxable Retirement - 15295	9/3/2024	\$167.16
Taxable Retirement - 15296	9/3/2024	\$182.07

Reference	Date	Amount Notes
Taxable Retirement - 15297	9/3/2024	\$195.73
Taxable Retirement - 15298	9/3/2024	\$227.99
Faxable Retirement - 15299	9/3/2024	\$182.70
Taxable Retirement - 15300	9/3/2024	\$287.77
Taxable Retirement - 15301	9/3/2024	\$158.41
Reference Number: EFT*20240913	USDA Rural Develop Office	\$29,914.00
2024*08 USDA City Hall	9/4/2024	\$29,914.00 City Hall Loan Aug 2024
Reference Number: EFT*20240914	US Cellular	\$55.70
0670284139	8/2/2024	\$55.70 2024*8/2-9/1 Mayor
Reference Number: EFT*20240915	WAVE	\$98.43
032768701-0011008	8/26/2024	\$98.43 2024- 8/23-9/22 WAVE Phone & Internet
Reference Number: EFT*20240916	Centurylink	\$56.37
2024*Sept 333704099	8/21/2024	\$56.37 2024- Aug 21-Sept 20 Well Telemetry
Reference Number: EFT*20240917	Washington Teamsters Welfare Trust	\$23,795.20
Medical /Dental/Vision - 15285	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15286	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15287	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15288	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15289	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15290	9/3/2024	\$17.10
Medical /Dental/Vision - 15291	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15292	9/3/2024	\$17.10
Medical /Dental/Vision - 15293	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15294	9/3/2024	\$1,398.00
	9/3/2024	\$1,389.00
Medical /Dental/Vision - 15295	9/5/2024	<i><b>Q</b></i> <b>() ()() ()</b>
	9/3/2024 9/3/2024	\$1,398.00
Medical /Dental/Vision - 15296		
Medical /Dental/Vision - 15295 Medical /Dental/Vision - 15296 Medical /Dental/Vision - 15297 Medical /Dental/Vision - 15298	9/3/2024	\$1,398.00

2024 - September	<ul> <li>September 2024 First</li> </ul>	Council Meetina	September 10, 2024

Reference	Date	Amount N
ledical /Dental/Vision - 15299	9/3/2024	\$1,398.00
1edical /Dental/Vision - 15300	9/3/2024	\$1,398.00
Medical /Dental/Vision - 15301	9/3/2024	\$1,398.00
Medical Dental Vision - 15268	8/19/2024	\$100.00
Medical Dental Vision - 15269	8/19/2024	\$100.00
Medical Dental Vision - 15270	8/19/2024	\$100.00
Medical Dental Vision - 15271	8/19/2024	\$100.00
Medical Dental Vision - 15272	8/19/2024	\$100.00
Medical Dental Vision - 15276	8/19/2024	\$100.00
Medical Dental Vision - 15277	8/19/2024	\$100.00
Medical Dental Vision - 15278 (2)	8/19/2024	\$100.00
Medical Dental Vision - 15279	8/19/2024	\$100.00
Medical Dental Vision - 15280	8/19/2024	\$100.00
Medical Dental Vision - 15281	8/19/2024	\$100.00
Medical Dental Vision - 15282	8/19/2024	\$100.00
Medical Dental Vision - 15283	8/19/2024	\$100.00
/ledical Dental Vision - 15284	8/19/2024	\$100.00
/ledical Dental Vision - 15285	9/3/2024	\$100.00
1edical Dental Vision - 15286	9/3/2024	\$100.00
/ledical Dental Vision - 15287	9/3/2024	\$100.00
Medical Dental Vision - 15288	9/3/2024	\$100.00
Medical Dental Vision - 15289	9/3/2024	\$100.00
Medical Dental Vision - 15293	9/3/2024	\$100.00
Medical Dental Vision - 15294	9/3/2024	\$100.00
Medical Dental Vision - 15295 (2)	9/3/2024	\$100.00
Medical Dental Vision - 15296	9/3/2024	\$100.00
Nedical Dental Vision - 15297	9/3/2024	\$100.00
1edical Dental Vision - 15298	9/3/2024	\$100.00
Medical Dental Vision - 15299	9/3/2024	\$100.00
Aedical Dental Vision - 15300	9/3/2024	\$100.00
Medical Dental Vision - 15301	9/3/2024	\$100.00

	Total Vouchers	96	222	\$334,197.22	-
	ACH Direct Deposit	18	18	39,982.11	Direct deposit 9/05/2024
	ACH Direct Deposit	18	18	36,832.83	direct deposit 8/20/2024
	Electronic Payroll	8	8	73,754.35	EFT*20240903-04,08-12,17
	Electronic Pay (Sept)	4	4	30,124.50	EFT 20240913-16
	Electronic Pay (Aug)	4	4	1,348.24	EFT*20240901,05-07
	Payroll Vendors	1	1	1,106.00	39236
	Accounts Payable Sept	23	114	112,128.04	39234,39237-58
	Accounts Payable Aug	20	55	38,921.15	39214-39233
following vo	oucher/warrants/electro	nic payments are approved for paymer	nt:		
ence		Date		Amount	Notes

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 - Rachelle Denham:

DATED THIS DAY OF ,2024

# INTERLOCAL AGREEMENT BETWEEN CITY OF CHEHALIS, CITY OF NAPAVINE, AND LEWIS COUNTY WATER & SEWER DISTRICT #4 REGARDING SEWER RATES TO BE CHARGED FOR MONTHLY SEWAGE TREATMENT SERVICES

**This INTERLOCAL AGREEMENT** is entered into this 2C day of 4ccost 2024, by and between the City of Chehalis, a municipal Corporation, herein called Chehalis, and the City of Napavine, a municipal Corporation, herein called Napavine, and Lewis County Water & Sewer District #4, a special purposes utility district, herein called LCSD#4, (collectively referred to as the "Associated Parties" or the "Parties") for the purposes of establishing rates and charges for the monthly treatment of sewage from Napavine and LCSD#4.

**WHEREAS**, the Associated Parties have established a Regional Sewer Treatment Facility in Chehalis referred to as the Chehalis Regional Water Reclamation Facility (the "Regional Water Reclamation Facility"); and

**WHEREAS**, the Associated Parties periodically update rates and charges for the treatment of sewage; and

**WHEREAS**, the Associated Parties desire to establish sewage disposal rates that reflect the cost of operation and maintenance of the Regional Water Reclamation Facility and Associated Facilities; and

**WHEREAS**, the Associated Parties desire to simplify the rate calculation and establish sewage disposal rates that are stable, predictable and recover costs equitably based upon the level of service; and

**WHEREAS**, the Associated Parties have updated the rate methodology and established new rates and charges for the treatment of sewage that shall be effective upon execution of this Agreement; and

**WHEREAS**, the parties to this Agreement are authorized under the Interlocal Cooperation Act to enter into a contract for the provision of sewage treatment for Napavine and LCSD#4;

**NOW, THEREFORE** Chehalis, Napavine and LCSD#4 do hereby mutually consent and agree to the following:

<u>1. Purpose</u> — The purpose of this Agreement is to establish new monthly sewer rates for Napavine and LCSD#4 for the treatment of sewage at the Regional Water Reclamation Facility and Associated Facilities.

- 2. Effective Date and Terms of this Contract This Agreement shall be in full force and effect and binding upon its execution and filing pursuant to RCW 39.34.040. This Agreement shall continue in full force and effect for period of five (5) years beginning October 1, 2024 and ending December 31, 2028. If a new agreement has not been reached by December 31, 2028, this Agreement shall continue on a month-to-month basis until a new agreement is reached. During this extended period the Regional Water Reclamation Facility and Associated Facilities will continue to treat and dispose of sewage from the Associated Parties within this Agreement. This Agreement shall be renewed only upon written agreement between the parties.
- 3. Sewage Collection Each party hereto shall be responsible for sewage collection within their own service areas. The Regional Water Reclamation Facility and Associated Facilities will accept, treat and dispose of flow from each party in an amount not to exceed their respective ownership capacity. Flows in excess of ownership capacity for three consecutive months that can't be attributed to a flow meter malfunction or a sewer line issue that can't be repaired shall trigger negotiation of an additional rate surcharge or purchase of additional capacity, unless excess flows resulted from force majeure events.
- <u>4. Flow Metering</u> The Associated Parties agree to maintain their respective flow meters that measure flow from their respective systems to ensure accurate collection of data for use in future rate calculations. Chehalis shall be responsible for the reading of the flow meters on a periodic basis. In the event of a flow meter malfunction, Chehalis shall estimate the sewage flow discharged by the affected party by utilizing flow data from a similar period.
- 5. Prohibited Wastes Wastes prohibited by the U.S. Environmental Protection Agency or by the State Department of Ecology, wastes of unusual quantity or organic strength, waste containing toxic or deleterious matter incompatible with the waste treatment process, or that may be harmful to the treatment process or the quality of the receiving waters, shall not be discharged into the Regional Water Reclamation Facility and Associated Facilities by any of the entities within this Agreement. The Associated Parties shall ensure customers discharging to their systems abide by pre-treatment standards.
- 6. Infiltration / Inflow The Associated Parties shall make reasonable attempts to limit excessive infiltration / inflow into their respective sewage collection systems.

**<u>7. Monthly Sewer Rates</u>** — A sewage disposal rate for the operation and maintenance of the Regional Water Reclamation Facility and Associated Facilities has been established. The rate reflects the costs of service for Chehalis to treat and dispose of the sewage from all the parties within this Agreement. Monthly sewage disposal charges have been calculated utilizing the following:

## Information / Data Utilized

- Most recent five (5) years of flow data from all parties
- Most recent five (5) years of applicable budget expenditure data from the Regional Water Reclamation Facility and Associated Facilities.
- % Ownership in shared sewer interceptor lines where Chehalis = 96.4%, Napavine = 2.45% and LCSD#4 = 1.15%
- % ownership capacity in The Chehalis Regional Water Reclamation Facility (CRWRF) where Napavine = 12% and LCSD#4 = 4%

## Rate Calculation

The formula for calculating the rate is Rate = (1+2+3+4+5)/12 where

- = (treatment plant and poplar tree plantation budget expenditures) utility costs x % ownership in CRWRF
- 2. = (treatment plant and poplar tree plantation budget utility costs) x % flow contribution
- ≈ (collection system budget utility cost) x % ownership of interceptor
- 4. = (collection system budget utility costs) x % of flow contributed to CRWRF
- 5. = 25% of 1+2+3+4 as administration costs

Utilizing the above calculation:

## The rate schedule is as followed:

Monthly Wholesale Rates	2024	2025	2026	2027	2028
Napavine	\$16,403	\$18,763	\$21,123	\$23,483	\$25,844
LCSD#4	\$6 <i>,</i> 004	\$6,829	\$7,655	\$8,480	\$9,306

8. Billing/Payments for Service — Upon execution of the Agreement by all parties, Chehalis shall submit a yearly invoice listing the rate per month for Napavine and LCSD#4. The invoice shall serve as a billing statement and shall remain in effect until the rate is changed by mutual acceptance in writing by all parties within this Agreement. Napavine and LCSD#4 are responsible for the payment to Chehalis on or before the 10<sup>th</sup> of each month.

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- 9. Future and Present Modifications Any future modifications that may be required shall be subject to review and negotiation by the parties prior to implementation. The parties agree to begin negotiation of a new interlocal agreement to succeed this one starting in August 2028. If the parties cannot agree to terms and approve a new interlocal agreement by December 31, 2028, the matter will be forwarded to a third-party arbitrator, with the costs of arbitration shared equally between the parties involved.
- <u>10. Integrated Agreement</u> This Agreement is the full and complete understanding of the parties and there are no other Agreements, either verbal or written, which would alter the terms of this document. The Agreement may be modified or amended only by supplemental written Agreement hereafter negotiated by the parties.
- <u>11. No Third Party Beneficiary</u> The provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Agreement. The Agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.
- <u>12. Governing Law</u> This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of dispute that has completed arbitration or has been held ineligible for arbitration, the venue shall lie in Lewis County, Washington.
- <u>13. Arbitration of Disputes</u> It is the intent of all parties to this Agreement that disputes, if any, between any of the parties hereto shall be resolved as

informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately, depending upon how many of the parties are involved in the dispute. Only if arbitration is unsuccessful or declared to be inapplicable to the dispute shall the parties proceed to Superior Court.

- 14. Hold Harmless/Indemnification Each of the parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Each party therefore remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf. The respective parties to the Interlocal Agreement are not deemed to be agents of each other for purposes of this Agreement.
- <u>15. Waiver of Breach</u> The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which shall all be and remain in full force and effect.
- <u>16. Industrial Insurance Waiver</u> With respect to the performance of this Agreement and as to claims against any of the parties, their officers, agents, and

employees, each party expressly waives its immunity to the other parties only, under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of the any employee of the party. This waiver is mutually negotiated by the parties to this Agreement.

<u>17. Notices</u> - Any notices required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.

**CITY OF CHEHALIS** City Manager

ATTEST:

Address for Notices: 350 N Market Blvd, Chehalis, WA 98532

CITY OF NAPAVINE

Mayor

ATTEST:

City Clerk

Address for Notices: PO Box 810, Napavine, WA 98565

# LEWIS COUNTY WATER & SEWER DISTRICT #4

President

ATTEST:

**Board Secretary** 

Address for Notices: PO Box 1122, Chehalis, WA 98531

#### **ORDINANCE NO. 1099-B**

## AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON AMENDING SECTION 13.16.070, ORDINANCE NO. 942-B, PASSED THE 12<sup>TH</sup> DAY OF JUNE, 2015, AS CODIFIED IN THE CHEHALIS MUNICIPAL CODE.

## THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 13.16.070 of the Chehalis Municipal Code shall be, and the same hereby is, amended to read as follows:

## 13.16.070 Wastewater customers.

A. Rates charged to the city of Napavine and Lewis County Water & Sewer District #4 for the operation and maintenance of the interceptor and related facilities shared with the city and for the treatment of sewage by the city are as follows:

Monthly Wholesale Rates	2024	2025	2026	2027	2028
Napavine	\$16,403	\$18,763	\$21,123	\$23,483	\$25,844
LCSD#4	\$6,004	\$6,829	\$7,655	\$8,480	\$9,306

B. These rates shall be recalculated every five years and subject to negotiation per terms of the Interlocal Agreement Between City Of Chehalis, City Of Napavine, And Lewis County Water And Sewer District #4 Regarding Sewer Rates To Be Charged For Monthly Sewage Treatment Services.

### Section 2. Effective date.

The effective date of this ordinance shall be the 1st day of October 2024.

**PASSED** by the city council of the city of Chehalis, Washington, and **APPROVED** by its mayor, at a regularly scheduled open public meeting thereof this <u>26th</u> day of <u>August</u>, 2024.

Conthy E

ity of Chehalis

Approved as to form:



*City of Napavine* 407 Birch Ave SW | PO Box 810 | Napavine WA 98565 Phone 360-262-9344 <u>www.cityofnapavine.com</u>

September 4, 2024

The Honorable Peter Buttigieg Secretary U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590

Dear Secretary, Buttigieg,

I am writing to you in support of the Confederated Tribes of the Chehalis Reservation (Tribe's) application for the USDOT's FY24 National Culvert Removal, Replacement, and Restoration Grant Program (Aquatic Organism Passage (AOP) grants). The Tribe is seeking funding for the design of three high-priority fish passage barrier removal projects on Ripple Creek, a tributary to Stearns Creek in Napavine, Washington. One barrier culvert is contained within the BNSF Railway (BNSF) line and the other two barrier culverts are located immediately upstream and downstream of the railroad. Because of this, the triple barrier situation presents an impediment to fish passage and has been identified as a fish passage barrier removal priority by the Tribe. All three culverts must be removed to achieve the potential fish passage benefits that could be realized with these three barrier removals.

For the last several years, the Tribe has been coordinating with the BNSF to identify opportunities to partner on fish passage barrier removal opportunities along their rail lines in Thurston and Lewis Counties. For these three barrier removals on Ripple Creek, the Tribe will also coordinate with the City of Napavine, with whom the Tribe has a long-standing relationship. The City will coordinate with the Tribe to redesign and permit two of the three high-priority AOP barrier removals on two City of Napavine roads. Together, these three barrier removals will maximize the expansion of critical salmonid habitat in the region. The removal of these three successive barriers will allow for unimpeded access to 1.19 miles of coho habitat and 0.59 miles of steelhead habitat.

The combined elements of this Project will complement ongoing work in the Chehalis Basin to help restore once substantial salmon runs in the watershed, which have great cultural and economic significance to the Chehalis Tribe. The Project design will eliminate barriers to productive stream habitat, increase climate resiliency for sensitive fish populations, and restore access to important spawning and rearing habitat for several anadromous fish species, including ESA-listed Coho and steelhead salmon, as well as sea-run cutthroat trout.



# 407 Birch Ave SW | PO Box 810 | Napavine WA 98565 Phone 360-262-9344 <u>www.cityofnapavine.com</u>

In addition to the AOP benefits, the removal of the aging rail culvert and replacement with a new rail bridge would enhance this key railroad corridor, thus benefiting BNSF freight traffic and Amtrak intercity passenger service. These improvements would help ensure the economic vitality of the nation and sustainable intercity passenger transportation. Similarly, the new fish-passable road culverts would assure the area of resilient transportation conditions along a major arterial and a local service road. Thank you for your full and fair consideration of the Confederated Tribes of the Chehalis Reservation AOP Program grant application.

Sincerely,

Shawn O'Neill Mayor, City of Napavine

Cc: Amy Loudermilk, Confederated Tribes of the Chehalis Reservation

Approved 🖵	Denied 🗖
Date Action Taken	
Attest:	
Allesi.	



# *City of Napavine Action Memorandum No.* 24-12

# AM 24-12: Notice of Liquor License Renewal-Annie's Napavine Country Market

Originator: Rachelle Denham, City Clerk

Agenda Date: September 10, 2024

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

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

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

### 1) Annie's Napavine Country Market, License# 358816, Expires November 30, 2024

Fiscal Impact: yes 🗖 no 🗵

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

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

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

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

#### **Staff Recommendation:**

• Approve: Annie's Napavine Country Market, License# 358816.

#### WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 08/06/2024

#### LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF NAPAVINE (BY ZIP CODE) FOR EXPIRATION DATE OF 20241130

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1.	NEW LIFE CORPORATION	ANNIE'S NAPAVINE COUNTRY MARKET 114 NW ALDER AVE STE G NAPAVINE WA 98565 0000	358816	GROCERY STORE - BEER/WINE

C091080-2



#### Washington State Liquor and Cannabis Board PO Box 43098,

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

MAYOR OF NAPAVINE CITY HALL NAPAVINE, WA 98565



Washington State Liquor and Cannabis Board

PO Box 43098

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

August 06, 2024

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

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

#### 1) Objection to License Renewal

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

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

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

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

#### 2) Status of License While Objection Pending

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

#### 3) Procedure Following Licensing Division Receipt of Objection

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

#### 4) Procedure if Board Does Not Renew License

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

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

#### 5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director, Licensing and Regulation Division

LIQ 864 07/10

#### **RESOLUTION NO. 24-09-151**

#### A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, AUTHORIZING THE MAYOR AND CITY TREASURER SIGNATURE AUTHORITY ON FEDERAL REIMBURSEMENT REQUESTS FOR THE CITY OF NAPAVINE.

#### **RECITALS:**

**WHEREAS,** federal grant requirements have been consolidated and detailed in 2 CFR 200 "SuperCircular"; and

WHEREAS, the changes included in the CFR directly effects the signature authority on reimbursement requests; and

WHEREAS, 2 CFR 200.415 (a) states, "to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budget, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows;

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, my subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (US Code Title 18, Section 1001 and title 31, Sections 3729-3730 and 3801-3812";

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

**Section 1.** The Mayor, and Treasurer are hereby granted signature authority on federal reimbursement requests and authorized to legally bind the City of Napavine per 2 CFR 200.415(a),

Section 2. This Resolution will take effect upon approval

**PASSED** by the City Council of the City of Napavine, Washington and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 10th day of September 2024.

APPROVED:

Attest:

Mayor, Shawn M. O'Neill

City Clerk,

Approved as to form:

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

# INTERAGENCY AGREEMENT IAA25489 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND NAPAVINE MUNICIPAL COURT FOR THE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Napavine Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court. AOC and Court will be referred to individually as the "party" and collectively as the "parties".

### I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

- A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at <a href="http://www.courts.wa.gov/programs\_orgs/pos\_interpret/\_\_The">http://www.courts.wa.gov/programs\_orgs/pos\_interpret/\_\_The</a> names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at <a href="https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx">https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx</a>
- B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <a href="http://www.courts.wa.gov/programs\_orgs/pos\_interpret/">http://www.courts.wa.gov/programs\_orgs/pos\_interpret/</a>.
- C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

# II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

- A. These funds are intended to address each court's following needs:
  - 1. Financial Need i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
  - 2. Need for Court Interpreters i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
  - 3. Need for Language Access in General i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

### III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- D. The Court agrees to work with the AOC Interpreter Program, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.
- G. The Court is required to have a Language Assistance Plan (LAP) in place to participate in this program.
  - 1. The Court must submit the most recent version of their LAP to the AOC Project Manager by **October 31, 2024**, at <u>LAP@courts.wa.gov</u>.
  - 2. The Court must complete the LAP survey conducted by the AOC, which assesses LAP compliance and needs for WA State trial courts, by **October 31, 2024**. The link to the survey can be found here: <u>Language-Access-Plan-Survey</u>
  - 3. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
  - 4. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

# IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2024**, regardless of the date of execution and which shall end on **June 30, 2025**.

# V. COMPENSATION

A. The Court shall be reimbursed a maximum of **\$1,000** for interpreter and language access services costs incurred during the period of July 1, 2024 to June 30, 2025. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2025.

- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, corresponding data (*See subsection III.B.*), and the AOC approved LAP (*See subsection III.G.*), are received and approved by AOC, pursuant to the following schedule:
  - 1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2024 and September 30, 2024, must be received by the AOC no later than December 31, 2024.
  - 2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2024 and December 31, 2024, must be received by the AOC no later than February 28, 2025.
  - 3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2025 and March 31, 2025, must be received by the AOC no later than May 31, 2025.
  - 4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2025 and June 30, 2025, must be received by the AOC no later than July 15, 2025.
- D. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval which may be processed at the discretion of the AOC Project Manager.
- E. The Court shall submit its A-19 invoices quarterly through the web application. The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.
- G. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- H. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.
- I. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

# VI. REVENUE SHARING

A. The AOC, in its sole discretion, may initiate revenue sharing. The AOC will notify the Court no later than May 1, 2025 that the AOC intends to reallocate funding among courts in the program. If the AOC determines the Court may not spend all monies available under the Agreement, then the AOC may reduce the Agreement amount. If the AOC determines the Court may spend more monies than available under the Agreement and for its scope, then the AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, the Court will receive a Notification Letter with the revised budget. The Notification Letter is deemed final and the Court shall not receive

any payment exceeding the revised contract limit.

### VII. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

### **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 196 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

### IX. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

# X. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

# XI. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

#### XII. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

#### XIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

#### XIV.TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### XV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

#### XVI.ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### XVII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### XVIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

#### XIX.AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 <u>Interpreterreimbursement@courts.wa.gov</u> (360) 705-5281	Lacie DeWitt Court Administrator P.O. Box 179 Napavine, WA 98565 Idewitt@cityofnapavine.com (360) 262-9231

#### **XX. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

#### AGREED:

Washington State Administrativ of the Courts	ve Office	Court	
Signature	Date	Signature	Date
Dawn Marie Rubio		Lacie Dewitt	
Name		Name	
State Court Administrator			
Title		Title	

### EXHIBIT A

#### WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRM FUNDING

#### FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

#### 1. GENERAL FUNDING CONDITIONS

The Washington State Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Goods and Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

#### 2. QUALIFYING INTERPRETING EVENTS

#### A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOCcredentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

#### B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here: <u>https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx</u>

#### C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

#### D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

### 3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

#### 4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants

of the Court responsible for full payment.

#### 5. PAYMENT STRUCTURE

#### A. Reimbursement Rate

#### a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

#### b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified interpreters providing services under this Agreement.

#### c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

#### d) Contracted Interpreters

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

#### e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

#### f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

#### g) Goods and Services

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

#### B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

### MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and <u>City of Napavine</u>, a political subdivision of the State of Washington, hereinafter referred to as "Municipality",

### WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform work of the manner described below and guarantees reimbursement to the County for all work done, the County will upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Municipality of <u>Napavine</u>, Washington, or areas in which the Municipality has legal authority to perform the following work:

A. Provide Surface Material	H. Vegetation Control
B. Snow Plowing	I. Guardrail Repair
C. Chipsealing	J. Traffic Signs
D. Asphalt Overlay	K. Surveying
E. Traffic Striping	L. Rating Roads
F. Asphalt Patching	M. Other work as needed

G. Grading

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

- a) The <u>Public Works Director</u>, of the Municipality requests an estimate for reimbursable work from Lewis by submitting a reimbursable work order.
- b) A County Senior Engineer, Road Maintenance Supervisor, or Traffic Operations Supervisor will provide an estimated cost of the work.
- c) The County Maintenance & Traffic Engineer or Assistant County Engineer verifies the estimate and the availability of resources to perform the work.
- d) The <u>Public Works Director</u>, of the Municipality approves expenditure of Municipality funds to complete the work as described, based on the detailed scope of work provided by the County.
- e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners.

f) The <u>Public Works Director</u>, of the Municipality will submit the Reimbursable Work Order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the County for the Municipality under this agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000.

4. The Municipality certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with Lewis County's regularly scheduled road maintenance activities.

6. It is understood that the Municipality has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. The Municipality shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The Municipality has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

8. The Municipality certifies and warrants that <u>Public Works Director</u>, has the authority to enter into a reimbursable work order and to bind the Municipality thereby.

9. The Municipality hereby confers on the County the authority to perform the categories of work listed in paragraph one within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement. Further, the Municipality agrees that when the County provides engineering and administrative services for the Municipality, the County Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the <u>City of Napavine Public</u> <u>Works</u> or other officer or department charged with road maintenance administration.

10. The County is a contractor of services only and does not purport to represent the Municipality professionally other than in providing the services requested by the Municipality. As an independent contractor, the County shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the County uses contract services to perform services for the Municipality, the County shall perform the appropriate supervision and inspection of the contractor's work.

11. This Agreement will expire December 31, 2029, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination addressed to either the County Engineer of the Lewis County Public Works Department or the <u>City Clerk or Public</u> <u>Works Director</u> of the Municipality, respectively.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

# BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

By: Deputy Prosecuting Attorney

ATTEST:

Rieva Lester, Clerk of the Lewis County Board of County Commissioners Scott J. Brummer, Chair

Lindsey R. Pollock, DVM, Vice Chair

Sean D. Swope, Commissioner

Municipality:

By: \_

Shawn O'Neill

Title: <u>Mayor</u>

# REIMBURSABLE WORK ORDER

# Napavine Municipality

Year Number To be completed by Lewis County

24

#### **MUNICIPAL REQUEST**

The undersigned hereby requests the Lewis County Public Works Department to provide a preliminary estimate for cost of work stated herein.

#### Description of work requested:

	Provide Surfacing Material		Grading
	Snow Plowing		Vegetation Control
	Chip Sealing	$\boxtimes$	Guardrail Repair
	Asphalt Overlay		Traffic Signs
	Traffic Striping		Crack-seal
$\square$	Asphalt Patching		Ice Removal

### SUPERVISOR / SENIOR ENGINEER ESTIMATE

I have met with a representative of the above Agency and have completed inspection of the work requested, and submit my (not to exceed) preliminary estimate cost of  $\frac{4,151.05}{1000}$  plus administrative costs of  $\frac{207.55}{1000}$  for a total cost of  $\frac{4,358.60}{10000}$  to complete the work requested.

See Attached Detail of Work

Maintenance Lead Supervisor, Area Supervisor, or Senior Engineer

### MAINTENANCE / ENGINEERING APPROVAL OF ESTIMATE

Type of Work: 🛛 Maintenance 🗌 Construction 🗌 Preservation

Cost estimate of work as requested is reasonable and required resources are available: Yes No

Date: \_\_\_\_\_ By: \_\_\_\_

Maintenance Lead Supervisor, Senior Engineer, or Assistant County Engineer

### **Municipality**

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

All work will be performed in accordance with the Master Interlocal Agreement, dated January 6, 2020.

USE - Project: 60-NAPA24001, Activity Code: 4280

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Signature:

Title:

# REIMBURSABLE WORK ORDER AUTHORIZATION

Date:

# INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

**THIS AGREEMENT** is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and each municipal or quasi-municipal corporation of the State of Washington that executes a County-ratified original counterpart of this agreement, (hereinafter referred to as "City").

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE.** It is the purpose of this agreement to provide a joint local organization for emergency management; to protect the public peace, health and safety; and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, whether manmade or from natural causes.

2. **DURATION**. This agreement shall commence January 1, 2025, and continues until either party decides to terminate the contract. PROVIDED, any party may withdraw from this Agreement by giving ninety (90) days' written notice of intent to withdraw to the other parties. PROVIDED FURTHER, that failure of any party to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any party adversely affected by such breach upon giving thirty (30) days' written notice of intent to withdraw to the other parties. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Lewis County:	Lewis County Emergency Management 351 NW North Street Chehalis, WA 98532
If to City of Napavine:	The City of Napavine 407 Birch Avenue SW Napavine, WA 98565
If to any other party:	To the address/addressee listed in Section 2 of the most recent counterpart signed by that City.

3. **DEFINITIONS.** As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

C. "Lewis County Emergency Management Committee" shall consist of representation from each participating city and the county.

4. **SERVICES.** County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with that chapter and as defined and set forth in "Attachment A: Scope of Services" herein during the term of this agreement.

5. **COMPENSATION.** City shall pay County upon execution of this agreement a fee for all services rendered under the terms of this agreement.

Beginning in the year 2025 the fee charged shall be calculated on a per capita basis, using the population figures from the "Population Trends for Washington State" published by the State Office of Financial Management and the adopted budget for the Lewis County Division of Emergency Management. City shall provide input into this budget as set forth in Attachment A. The ensuing year budget shall be reviewed by the Lewis County Emergency Management Committee during the preliminary budget timeline and the fee shall be sent to the participating cities when the projected budget is available. The population of the participating political subdivisions will be used to establish the per capita rate. Each city's fee will be set by multiplying the per capita rate by the city population. The rate may be adjusted to reflect any excess carryover fund balance, grant funding or any other unanticipated funding. Fees shall be paid on a quarterly basis. Nothing herein shall prevent the County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW.

6. **HOLD HARMILESS AND INDEMNIFICATION.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other parties (and their elected and appointed officials, employees, agents and volunteers) harmless from and against any and all claims, damages, losses and expenses—"expenses" includes but is not limited to all court costs, attorney's fees and dispute resolution costs—for the following:

- (a) any personal injury;
- (b) any bodily injury, sickness, disease or death; and
- (c) for any damage to or destruction of any property (including the loss of use resulting therefrom)

which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party's elected or appointed officials, employees, agents or volunteers.

A party shall not be required to indemnify, defend, or hold another party harmless if the claim, damage, loss or expense was caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated or settled.

The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. To the extent required by a party's obligations to indemnify, defend and hold harmless the other parties (but solely to that extent), each party hereby expressly waives any immunity afforded by such acts. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.

7. **INSURANCE.** The parties shall maintain in good standing their normal liability insurance during the term of this Agreement, which for the County means coverage under the Washington Counties Risk Pool, and for the City means coverage under the Washington Cities Insurance Authority, as either such insurance mechanism may evolve in the normal course.

8. **GENERAL.** Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

This contract was mutually negotiated by represented parties, and shall be construed neutrally. The parties waive any theory of *contra preferentem*.

No separate entity or joint venture is created by this contract. Each party shall keep its own records of its participation as required by law, and shall produce them as required.

9. **COUNTERPARTS/NEW SIGNATORIES.** This agreement may be executed in original counterparts ratified by the County. It shall be binding upon all signatory jurisdictions approved by the County regardless of whether such jurisdictions' original signatures all appear on a single document, and regardless of the fact that each City's designee for notice under section 2 will be different in different counterparts. Each separately signed counterpart shall be an original.

A City may join this interlocal by passing or approving this agreement as required under applicable law and authorizing a representative to sign it in original counterpart. The County shall pass a resolution approving or ratifying the inclusion of the new signatory, after which time the signatory shall be a party to the contract in all respects.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be duly executed, such parties acting by their duly authorized representatives.

### LEWIS COUNTY

	By
APPROVED AS TO FROM	for Lewis County Board of County Commissioners
Jonathan Meyer, Prosecutor	Dated this day of,,
Civil Deputy	
	CITY OF NAPAVINE
	By
APPROVED AS TO FROM	City Mayor or Council/Board Representative
	Dated this day of,,
	· · · · · · · · · · · · · · · · · · ·

City Attorney

# **ATTACHMENT A: SCOPE OF SERVICES**

#### **PURPOSE:**

This scope of services establishes a shared understanding of roles and responsibilities between the Lewis County Division of Emergency Management (DEM) and the City desiring to coordinate with DEM to provide emergency management services (pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington).

The signatory parties agree to provide a joint local organization for emergency management and protect the public peace, health and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either manmade or from natural causes.

These parties agree to develop and share the responsibility for the establishment and administration of a "whole community" emergency management program based upon individual responsibility for preparedness and building partnerships with government, businesses, and citizens for preparedness, response, recovery, and mitigation activities designed to lessen the affect or recovery from emergencies/disasters incidents.

Pursuant to the Interlocal Agreement for Emergency Management Services, County and City shall share a partnership to provide emergency management services including, but not limited to the following:

Administration	& Finance:
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Emergency Management	Municipalities
<ul> <li>Emergency Management</li> <li>Management of DEM budget</li> <li>Seek and administer program enhancements grants (EMPG)</li> <li>Provide technical support coordination to over 100 partner agencies</li> <li>Coordinate hazardous materials reporting and ensure a Lewis County Community Emergency Coordinator (CEC) is appointed to: <ul> <li>Receive spill reports from a variety of agencies</li> <li>Respond to large spill incidents</li> </ul> </li> </ul>	<ul> <li>Municipalities</li> <li>Provide input into DEM budget process and submit quarterly payments</li> <li>Ensure payment for share of State requested resources (events) and/or response costs</li> <li>Appoint city liaison/alternate for representation at DEM meetings and to obligate city resources during actual incidents; update city staff on DEM activities</li> <li>Investigate spill reports occurring within city limits when requested by Community Emergency Coordinator</li> </ul>
<ul> <li>Maintain public records repository for EPCRA SARA Title III, Tier II reports</li> <li>Receive Annual Tier II fixed facility reports and submit annual report to ECOLOGY</li> <li>Activate ESF # 10 Hazardous Materials Response Plan when necessary</li> </ul>	• Provide city information to DEM for roll-up reports as requested by state/federal agencies

Emergency Management	Municipalities
Facilitate "single source" emergency	
management reporting to and from state/federal	
agencies and Lewis County partner agencies	
including: NIMS, annual sandbag	
inventory/usage, and other information requests	
• Maintain and provide, when possible, historical event records as requested by media, government and/or citizens	

# Planning:

Emergency Management	Municipalities
• Facilitate multi-jurisdictional response plans for incidents crossing agency boundaries. Includes at least: CEMP, HIVA, ESF # 10 Hazardous	• Assign appropriate city staff to participate in development/revision of multi-agency plans
<ul> <li>Materials, RACES Plan, and Drought Plan.</li> <li>Review and make recommendations on emergency actions plans for dam operators, care facilities, health care providers, and other businesses as required by law</li> </ul>	• Develop & maintain internal operation plans including Emergency Operations Plans, Continuity of City Government (COG), and Continuity of Operations Plan (COOP)

# Committees & Programs:

Emergency Management	Municipalities
<ul> <li>Facilitate and provide staffing for a variety of committees including: LEPC, EMC, and others as needed</li> <li>Participate in a variety of state, regional, and other local committees/meetings, such as Homeland Security Region 3, regional planning committees, catastrophic planning committees, and Chehalis River Basin Flood Authority meetings</li> <li>Coordinate Levee inspections, Army Corps of Engineers repairs, sponsor notifications and receive condition reports</li> <li>Coordination of Annual Pre-Flood Preparation meeting</li> <li>Coordination of Lewis County's Washington Shake-out Earthquake Drill, October</li> <li>Provide community preparedness presentations, programs and educational materials</li> </ul>	<ul> <li>Assign appropriate staff to serve on committees to: <ul> <li>Review and comment on plans/activities</li> <li>Keep other city staff apprised of DEM activities</li> </ul> </li> <li>Appoint staff to participate in activities as appropriate</li> <li>Assign representative to provide update to partner agencies on mitigation and areas of concern during the winter season</li> <li>Encourage city staff, businesses, and citizens to participate in preparedness activities</li> </ul>

# **Communications & Warning:**

	Emergency Management		Municipalities
•	Coordinate emergency messages: pre-planned, incident specific, or annual equipment testing as applicable	•	<ul> <li>Assign appropriate staff to serve on committees</li> <li>to:</li> <li>Review and comment on plans/activities</li> <li>Keep other city staff apprised of DEM</li> </ul>
•	Maintain NWS - Weather Ready recognition		activities
•	Participate with 911 Communications and partner agencies to develop and utilize the Lewis County Alert system to provide emergency public information and notifications	•	Encourage city staff, businesses, and citizens to register to receive Lewis County Alerts, NOAA Weather Radio Messages, and National Weather Service Alerts by a variety of methods
•	Facilitate testing and reporting for Tacoma Power Emergency Radio (dam sirens), CEMNET, Lewis County Alert, Ham Radio Network, and other systems as developed		
•	Facilitate repair reporting for Internet River Reading & Road Closures and public reported river gage issues		
•	Monitor and distribute National Weather Service products and bulletins as necessary		
•	Facilitate committee planning for Limited English Proficiency (LEP) population notification and barriers as required	•	Participate in LEP committee meeting and distribute LEP materials to city residents when provided by DEM

# Logistics & Resource Management:

Emergency Management	Municipalities
Compile and update resource and personnel contact information lists	• Provide resource and personnel updates to DEM as necessary
• Provide resource/contact information to EOC staff as required	• Submit requests/make reports for SAR, MRC, ARES/RACES activities as necessary to DEM
• Coordinate Temporary Emergency Worker (TEW) registration as required by law	
<ul> <li>Coordinate training/mission numbers from State EMD as necessary for Search and Rescue (SAR), Medical Reserve Corps (MRC), Coroners volunteers and Amateur Radio Emergency Operation (ARES/RACES). Maintain records and submit for allowable reimbursements.</li> </ul>	

# Training & Exercises:

. . . .

Emergency Management	Municipalities
• Facilitate a variety of annual trainings and exercises including lecture, conferences, drills, tabletops, functional and full-scale	<ul> <li>Commit staff to attend DEM training and exercises including planning teams</li> </ul>
• Facilitate at least one annual hazardous materials lecture, drill, or exercise	<ul> <li>Develop, train and exercise city personnel on city response plans for localized incidents not requiring regional support/resources</li> </ul>
Maintain DEM initiated training & exercise records	• Ensure City First Responders complete at least ICS 100, ICS 200, and ICS 700 as required by state and federal laws
• Complete After Action Reports and file with state/federal agencies as required	
Distribute state/FEMA training notices to partner agencies as appropriate	

# **Response:**

Emergency Management	Municipalities
Maintain the Emergency Operations Center	Appoint representatives to staff the EOC as
(EOC) in a state of readiness to be	requested. Each agency bears the costs
activated/deactivated when requested	themselves for incident committed resources and staffing
• Facilitate implementation of the CEMP in	
response to incidents	<ul> <li>Prepare a municipal Declaration of Emergency or Disaster when appropriate</li> </ul>
• Assist in preparation of a Declaration of	
Emergency or Disaster, as necessary	<ul> <li>Submit Situation Reports and city damage reports to the EOC as warranted</li> </ul>
• Collect, analyze and disseminate warnings and	
emergency public information	<ul> <li>Coordinate external resource requests through the EOC</li> </ul>
• Coordinate the flow of information among the	
response partners	
• Coordinate requests for critical resources to the State	• Attend coordination meetings as requested
• Conduct initial briefings with key leaders	• Participate in initial briefings with key leaders
• Coordinate media, damage inspection tours, and dignitary tours	• Participate in media, damage inspection tours, and dignitary tours
• Document administrative and financial information	
• Conduct an after-action review following the response to identify needed improvements	• Attend After-Action Reviews as requested

# **Recovery**:

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Emergency Management	Municipalities
• Facilitate informal damage estimate to identify potential for FEMA reimbursement	• Submit city damage estimates to DEM in a timely manner
• Coordinate information request for Individual Assistance (IA) damage to residences and businesses	• Encourage citizens and businesses to file preliminary reports to meet minimums. Assist in publishing FEMA reporting phone number when applicable
• Coordinate information request for Public Assistance (PA) for repair to public infrastructure and emergency protective measures	• Submit public infrastructure damages in a timely manner
• Submit Supplemental Justification Report to State as requested	• Appoint Applicant Agent and Alternate for FEMA reimbursement process. Ensure appointees attend training as necessary to conduct their duties
• Document disaster operations and costs	• Refer citizens with unmet needs to appropriate
• Coordinate Non-governmental and faith-based programs for unmet recovery needs, as needed	agencies

### 2024 Department of Emergency Management (Preliminary)

Quarterly Contract Billing to Cities for Emergency Management Services Estimated Lewis County Population 2024 Per Capita Cost Factor

65,675 5.73

Rate Formula: Population x Per Capita Cost Factor

JE	County	2023 Estimated Population WA OFM as of 4/1/2023	2024 Charges for Services	ges for Quarterly	
GF Transfer	Unincorporated Lewis County	50,580	\$ 289,823	\$ 72,456	
Munis Customer #	City	2023 Estimated Population WA OFM as of 4/1/2023	2024 Charges for Services	2024 Quarterly Rate	
86	Chehalis	7,400	\$ 42,402	\$ 10,601	
158	Morton	1,080	\$ 6,188	\$ 1,547	
159	Mossyrock	785	\$ 4,498	\$ 1,125	
160	Napavine	1,995	\$ 11,431	\$ 2,858	
161	Pe Ell	655	\$ 3,753	\$ 938	
162	Toledo	695	\$ 3,982	\$ 996	
163	Vader	650	\$ 3,725	\$ 931	
164	Winlock	1,835	\$ 10,515	\$ 2,629	
	Total City	15,095	86,494	21,625	
	Total County and City	65,675	376,317	94,081	

2025 Department of Emergency Management (Preliminary)		Final Rate	Proposed Rate	Amount	%
Quarterly Contract Billing to Cities for Emergency Management Services		2024	2025	Increase	Increase
Estimated Lewis County Population 66,440		\$5.73	\$6.01	\$0.28	4.89%
2025 Per Capita Cost Factor	6.01		1	: 	

# Rate Formula: Population x Per Capita Cost Factor

JE	County	2024 Estimated Population WA OFM as of 4/1/2024	2025 Charges for Services	2025 Quarterly Rate
GF Transfer	Unincorporated Lewis County	50,550	\$ 303,806	\$ 75,952
Munis Customer #	City	2024 Estimated Population WA OFM as of 4/1/2024	2025 Charges for Services	2025 Quarterly Rate
86	Chehalis	7,480	\$ 44,955	\$ 11,239
158	Morton	1,085	\$ 6,521	\$ 1,630
159	Mossyrock	800	\$ 4,808	\$ 1,202
160	Napavine	2,040	\$ 12,260	\$ 3,065
161	Pe Ell	655	\$ 3,937	\$ 984
162	Toledo	700	\$ 4,207	\$ 1,052
163	Vader	665	\$ 3,997	\$ 999
164	Winlock	2,465	\$ 14,815	\$ 3,704
	Total City	15,890	95,500	23,875
	Total County and City	66,440	399,306	99,827

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Lewis County Department of Emergency Management (DEM)

351 NW. North Street, Chehalis, WA 98532

Phone: (360) 740-1151 Fax: (360) 740-1471

August 27, 2024

TO: All Lewis County Emergency Management Contracting Agencies

RE: Emergency Management Contract Fees for Year 2024 and beyond

Over the past 4 years (2020 to 2023) Lewis County Emergency Management (DEM) has deferred increases to the city's fee even though the budget for Lewis County DEM has increased annually. Over the past 4 years the city's rate has held at \$ 3.78 with the additional costs offset of \$100,815 from DEM cash reserves, which has now been depleted. With this in mind, the result was an increase in city fees for 2024.

Your city's fee is based on the projected overall Emergency Management budget for 2024 and the corresponding per capita cost factor. Every effort has been made to control expenses and remain close to the previous year's budget. The increase over the previous rate is \$1.95 which makes the 2024 per capita rate at \$5.73. To avoid a higher increase in the 2024 rate, the BOCC approved \$100,000 from the General Fund to offset the cost increase.

For 2025, we have been working with the BOCC to identify ways to adjust the DEM budget (possible staff reduction and locating other revenue sources) while continuing to provide the tasks that are outlined in the Scope of Services. The goal is to lessen the increase to the city fees and to eliminate the use of General Funds to offset costs for 2025 and beyond.

Enclosed is your updated Inter Local Agreement (ILA) with scope of services for your review and signature. Also enclosed are the 2024 DEM Per Capita Cost Factor sheet with fee schedule, and the 2025 proposed to the BOCC fee schedule for the ILA.

If you would like to meet with me for more details about the DEM budget, please call (360) 740-1157 for an appointment.

Sincerely,

Ross McDowell, Deputy Director Lewis County Emergency Management

Enclosures:

- Inter Local Agreement / Scope of Services
- 2024 Fee Schedule
- 2025 Proposed Fee Schedule



To: Mayor and City Council

From: Bryan Morris, PW/CD Director

#### RE: Staff Report for Council Meeting, September 10, 2024

#### • Planning Commission Meeting Minutes

• Planning Commission Meeting Minutes – August 19, 2024

#### • Project Updates

- Scots Industries Grade at the building site is in process. Filling the adjacent site behind Rush Road Station is in process, currently working on the stormwater.
- working on the storm next.
- TA Delayed. Tribal artifacts were found on site. Area of tribal artifacts is flagged until DAHP permit can be processed. Also waiting on WSDOT for final off-site (interchange) Approval.
- AT&T Cell Tower Contacted by a company that has permission from AT&T to take over this project.
   Per the City Attorney new company will need a new application.
- Rush Road STIP Awarded an engineer for the design. Met to discuss rough draft of scope. Waiting for final. Contract will be finalized at that time.
- Woodard Road Project deemed technically complete. Posted Notice of Application (NOA) and SEPA.
- 2<sup>nd</sup> Ave SE Overlay Project Complete.
- Ripple Creek Fish Passage Culverts Working with Tribes and BNSF for a grant to complete this project. Grant application is due from the Tribe 09/16/24.
- Skate Park Preliminary application submitted. Selected to submit Final application. Final application submitted and in the review process. Awards will be determined in October.
- Jefferson Station Design plans at 60%. Seeking Funding sources for construction. Additional .09 funds were granted. Grant from PWB applied for and preliminary determinations will be made on 09/30/24.
- Well 3 shut down due to PFAS.
- Well 2 turned off for PFAS on 06/12/24.
- Water Working with State Agencies for funding of a new Well. Advertised RFQ for Hydro Geologist to do the needed study to determine new well eligibility.



#### NAPAVINE PLANNING COMMISSION MINUTES August 19, 2024 6:00 P.M. Napavine City Hall, 407 Birch Ave SW, Napavine, WA

#### PLEDGE OF ALLEGIANCE:

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

#### CALL TO ORDER:

Commissioner Graham opened the regular Planning Commission meeting to order at 6:03 PM

#### **ROLL CALL:**

Planning Commission present: Commissioner Graham, Commissioner Haberstroh, Commissioner Hollinger, and Commissioner Morris. Commissioner Hollinger motioned to excuse Commissioner Torgerson, seconded by Commissioner Morris. Vote on Motion 3 aye, 0 nay.

#### APPROVAL OF AGENDA - As presented:

<u>Commissioner Morris motioned to approve the agenda as presented, seconded by Commissioner Morris. Vote</u> on motion 3 aye, 0 nay.

#### **APPROVAL OF MINUTES:**

<u>Commissioner Morris motioned to approve minutes from the Planning Commission meeting on August 5, 2024,</u> <u>seconded by Commissioner Haberstroh.</u> Vote on motion 3 aye and 0 nay.

#### **NEW BUSINESS:**

1. Napavine Development Code – Chapter 16.05 Definitions

The Planning Commission reviewed the definitions presented. A summary is below.

- 1. Basement Option 2 Motions 1. Hollinger, 2. Haberstroh 3 ayes
- 2. Boarding House Option 2 Motions 1. Morris, 2. Haberstroh 3 ayes
- 3. Boundary Line Adjustment Option 2 Motions 1. Haberstroh, 2. Hollinger 3 ayes
- 4. Building Height Option 2 Motions 1. Hollinger, 2. Haberstroh 3 aves
- 5. 1. Child day care. 2. Child day care center Keep both definitions as is.
- 6. Family Option 1 Motions 1. Morris, 2. Hollinger 3 ayes
- 7. 1. Floor 2. Floor area Keep both Motions 1. Morris, 2. Hollinger 3 ayes
- 8. 1. Garage 2. Garage or carport, private 3. Garage, detached Keep All Motions 1. Haberstroh, 2. Hollinger 3 ayes
- 9. Home Occupation Option 1 Motions 1. Hollinger, 2. Morris 3 ayes
- 10. Lot Depth Option 1 Motions 1. Haberstroh, 2. Morris 3 ayes
- 11. Lot Width Option 2 Motions 1. Haberstroh, 2. Morris 3 ayes
- 12. Lot Corner Combine definitions as one Motions 1. Haberstroh, 2. Hollinger 3 ayes
- 13. Mobile Home Option 2 Motions 1. Haberstroh, 2. Hollinger 3 ayes
- 14. Motel Option 2 Motion 1. Hollinger, 2. Haberstroh 3 ayes
- Recreational Vehicle Option 2 and strike section <u>"It will have a body width of no more than eight</u> feet and a body length of not more than 35 feet when factory equipped for the road." – Motion 1. Hollinger, 2. Morris – 3 Ayes
- 16. Structure Option 1 Motion 1. Morris, 2. Haberstroh 3 ayes

#### **CONSIDERATION:**

**Commissioner Haberstroh** reported a manufactured home on 2<sup>nd</sup> Ave has overgrown weeds. **Commisisoner Hollinger** also brought up the house on the corner of Stella and 4<sup>th</sup> Avenue, and 215 Third Ave. **Director Morris**  Napavine Planning Commission Meeting August 19, 2024 Page 2 of 2 stated he would turn them in for nuisance, Assistant Lopez stated it would mean more to the police department if it was coming from the individual reporting.

Director Morris requested to remove Consideration from the agenda.

#### **CITIZEN COMMENT:**

Jerry Graham stated he saw a bob cat in city limits.

#### GOOD OF THE ORDER:

**Commissioner Graham** will not be available at the September 16<sup>th</sup> meeting. **Commissioner Haberstroh** stated he will not be available for the October 7<sup>th</sup> and 21<sup>st</sup> meetings.

#### ADJOURNMENT 7:11 pm

Commissioner Morris motioned to adjourn, seconded by Commissioner Haberstroh. Vote 3 aye, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <u>https://fccdl.in/HUDNmcW8Bz</u>.

Respectfully submitted,

Bryan Morris, Community Development/Public Works Director

Planning Commission Chairperson



Clerk's Office 407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565 Phone: (360) 262-3547 Fax: (360) 262-9199

www.cityofnapavine.com

To: Mayor and City Council

From: Rachelle Denham, City Clerk RE: Clerk's Report for Council Meeting, September 10, 2024

# August Utility Billing Information

- Month of Aug City billed out a total of \$247,422.79 in water and sewer.
- Receipted in as of 9/6/2024 \$226,261.45.
- 68 delinquent accounts collecting \$1,699.57 in fees, as of 9-6-2024 58 delinquent utility accounts with outstanding balances of \$13,849.51
- Shut offs scheduled for 9-11-2024 Door hangers will be placed 9-9-2024.
- Total of 309 badger meters in the ground, 2 added since last reported of 307.
- 43 EyeOnWater app users, up 1 since last reporting.
- City has billed out YTD \$918,809.66, Receipted YTD \$939,486.95
- 19 current senior/disabled discount accounts same as last reporting
- 2024 City has 122 dogs licensed which is up from 119 from last reporting



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

www.cityofnapavine.com

To: Mayor and City Council

From: Lacie DeWitt, Court Administrator

RE: Court Administrator's Report for Council Meeting, September 10, 2024

#### Administrator's Report:

Interpreter Reimbursement Program Agreement – Please approve the Interpreter Reimbursement Program renewal agreement for FY25. We have benefited from this agreement for the past two years and wish to renew the agreement to continue receiving reimbursement for interpreter costs.

# Napavine Police Department Monthly Call Activity Report

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

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

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#### AUGUST MONTHLY TOTAL



YEAR TO DATE 2024

(As of the end of August 2024)



NAPAVINE POLICE DEPARTMENT

# COUNCIL 9/10/2024 STAFF REPORT

- The monthly call totals are included in your council packet for the month of August.
- We are in the process of bringing on Reserve Officer Sam Patrick as a full-time patrol officer through the Civil Service Commission. We are hoping to have this finalized within the next 30-60 days.
- School has once again started for the year. Safety and support for our schools and citizens are a priority. Go Tigers!

Sincerely yours,

John Brockmueller Chief of Police

> jbrockmueller@cityofnapavine.com jgodbey@cityofnapavine.com

PO Box 179 / 407 SW Birch Ave Napavine, WA 98565 PH 360-262-9888 / FX 360-262-9885 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 10, 2024

#### Treasurer Report:

• **2025 Budget:** Dept Heads have begun getting budget information together. This is the suggested calendar from MRSC

Budget request to all department heads
Department heads prepare estimates of revenues and expenditures; Clerk prepares estimates for debt service and all other estimates
Budget estimates from department heads filed with clerk
Implicit price deflator calculated (only applies to cities of 10,000+ population)
Clerk provides estimates filed by department heads to mayor/manager showing complete financial program
Mayor/manager provides council with estimates of revenues from all sources, including estimates prepared by clerk, for consideration of setting property tax levy
Public hearing on revenue sources including possible increases in property tax
Mayor/manager prepares preliminary budget and budget message; files with clerk and council
Publication notice of preliminary budget and final hearing
Public hearing(s) on preliminary budget
Copies of budget available to public
Property tax levies set by ordinance and filed with county
Final budget hearing
Budget adoption deadline

Following this schedule I would like to schedule Budget Workshops for:

- October 8<sup>th</sup> on Revenues/fee schedule
- October 22<sup>th</sup> on Expenditures
- I would like to set Public Hearing on:
  - October 22nd for Ad Valorem (Property tax) and Revenues
  - November 12<sup>th</sup> Preliminary Budget
  - November 26<sup>th</sup> 2025 Budget
- If everything goes well I would like to pass the Ordinance for the Ad Valorem tax November 12<sup>th</sup> and the 2025 Budget on November 26<sup>th</sup>

- **2025 -2030 Capital Facilities Plan:** I would like to schedule a Workshop for the Capital Facilities Plan on: October 22nd, and a Public Hearing on November 12<sup>th</sup>, with the Ordinance for November 26<sup>th</sup>.
- Chehalis Wastewater ILA With some calculations of current sewer users (839) and the monthly increase of \$2,360 this October and then increase of \$2,360 in 2025, 2026, 2027 and 2028 this equates to approximately \$2.82 per utility customer. I would suggest the Council consider a minimum increase to the monthly wastewater of \$1.00 per month for 2025, 2026, 2027, and 2028. This can be further discussed at the Workshop on October 8<sup>th</sup>.