

CITY COUNCIL MEETING AGENDA

Tuesday - March 11, 2025 - 6:00 PM

Shawn O'Neill,

Mayor

soneill@citvofnapavine.com

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

Ivan Wiediger, Council Position No.2 <u>iwiediger@cityofnapavine.com</u>

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

Heather Stewart, Council Position No.4 hstewart@cityofnapavine.com

Duane Crouse,
Council Position No.5
dcrouse@cityofnapavine.com

Staff Members

Rachelle Denham, City Clerk

Michelle Whitten, City Treasurer

Bryan Morris, PW Director Community Development

John Brockmueller, Chief of Police

Allen Unzelman Honorable Judge-Municipal Court

Jim Buzzard, Legal Counsel

City of Napavine

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

City Website

www.citvofnapavine.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 February 25, 2025
 - 1) Regular Council Meeting
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS NON-AGENDA ITEMS
 - IX. NEW BUSINESS
 - 1) Vouchers M. Whitten
 - 2) Agreement: Mott MacDonald LLC (Hydrogeologist) B. Morris
 - 3) Agreement: DRAFT Right of First Refusal LCFD5 B. Morris
 - 4) Resolution 25-03-158 Surplus Master Meters B. Morris
 - 5) Agreement: 2025 Napavine Youth Baseball R. Denham
 - 6) AM25-03: Police Dept Provide Security for Water/Sewer System M. Whitten
- X. ADJOURNMENT CLOSE OF MEETING

Council Meeting is held in person and via Teleconference.

Teleconference Information

Dial-in number (US): (720) 740-9753

Access code: 8460198

To join the online meeting: https://join.freeconferencecall.com/rdenham8



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES February 25, 2025, 6:00 P.M.

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

CALL TO ORDER:

Mayor Shawn O'Neill called the regular city council meeting to order at 6:00 pm.

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O'Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O'Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Duane Crouse, Mayor Pro Tem.

City staff members present: City Clerk - Rachelle Denham, Treasurer — Michelle Whitten, Chief of Police — John Brockmueller, CD/PW Director - Bryan Morris. Not Present: Legal Counsel- Jim Buzzard.

MOVED:	Ivan Wiediger	Motion: Excuse Counselor Don Webster &	
SECONDED:	Brian Watson	Heather Stewart.	
Discussion: No Discussion			
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.		

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Presented.	
SECONDED:	Brian Watson		
Discussion: No Discussion			
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.		

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of the regular council	
SECONDED:	Ivan Wiediger	meeting minutes for February 11, 2025.	
Discussion: No Discussion.			
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.		

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

• Greetings to the council, operations are normal.

Rachelle Denham - City Clerk

No Report.

Michelle Whitten - Treasurer

No Report.

Bryan Morris - PW/CD Director

• The report is in writing. Added info: LCFD#5 is presenting their new building plans. The new building will be erected between their office building and the city shop on 2nd Ave SE would like the city to consider an ILA with them for the first Right of Refusal for the property when they get ready to sell it. Add it to the other city property. Bryan plans to present something to the council in the next few weeks.

Planning Commission – Deborah Graham

Still working on the Comprehensive Plan should be completed within the next few meetings then it will
come to council.

Sandra White - LCFD 5

• Presented the Preliminary plans for the new apparatus building, addition to Station 5-1. It will be a steel building and will look very nice when completed, more to come. Attendance was light at the Open House where the crew shared their experience in California. They were happy with the coverage of the event from the Chronicle. Making slow but steady progress at Station 5-2 (Jackson Hwy & Pier Rd). Testing and onboarding will be taking place for 8 new firefighters. Testing will be taking place for FT firefighters and paramedics to have an eligibility list on hand. Volunteers who completed the last fire academy in the fall of 2024 are now attending EMT school at Centralia College. The district is looking into a new brush truck to add to the fleet. It would have a daily MOB Only Rate when deployed outside the district of about \$1,600.00. addition of the new volunteers along with paid staff, anticipate keeping the truck very busy over summer. Research has begun into the replacement of one of the older fire engines. Taking into consideration when looking, price ranges vary from \$800k to \$1.4m and delivery time out up to 4 years. For the third time they are well under way to find a replacement for Fire Chief Gregg Peterson.

Lindsey Pollock – Lewis County Commissioner

• Working with the county on the UGA Inter Local Agreement for Urban Growth Management and appreciating Director Morris' participation.

Duane Crouse

 Recognized the efforts that the police provide to the school for the student send off for the State Championship.

Brian Watson - Councilor 1

• Shout out the police department for assisting a citizen when his car broke down on Rush Rd. The officer helped push the car off side of the road and provided the citizen with a ride to Centralia.

Shawn O'Neill - Mayor

• Expressed his gratitude to the Public Works dept for their hard teamwork when the snow hit. They worked together with the police department and kept the city maintained despite the obstacles they had.

<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.

Jerry Nixon-Apex Concrete/Forest Napavine Rd W: He made comments regarding billing issues that he
received from the city referencing a collection notice for pass through charges. He also stated in August of
2024 that his attorney from the tri-cities emailed Mr. Morris requesting to send all communication
regarding Jerry Nixon and Angie Sawyer be sent directly to their office. He also mentioned an agenda
item, Ordinance 666 regarding public records just making sure that the city is not getting rid of records.

NEW BUSINESS

VOUCHERS- M. WHITTEN

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

Void Checks 39490/39494/39577				
Total Vouchers	114	50	132,458.74	
ACH Direct Deposit	16	16	38,252.26	Payroll 2/1-2/15 2025
Electronic Payroll	2	2	15,902.54	EFT*20250218-19
Electronic Payments	3	3	1,078.12	EFT*20250215-17
Payroll Vendors				
Accounts Payable	93	29	77,225.82	39578-39606

MOVED:	Duane Crouse	Motion: Pay the bills. Approval of the	
SECONDED:	Ivan Wiediger	Vouchers dated Feb 2025 2nd Council	
		Meeting.	
Discussion: No Discussion.			
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.		

ORD 666: PUBLIC RECORDS / INDEX OF RECORDS - R. DENHAM

ORDINANCE NO. <u>666</u>
AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON CREATING A NEW MUNICIPAL CODE CHAPTER CONCERNING PUBLIC RECORDS AND ESTABLISHING AN EFFECTIVE DATE AND SEVERABILITY.

MOVED:	Duane Crouse	Motion: Approve Ordinance 666 Public	
SECONDED:	Ivan Wiediger	Records / Index of Records.	
Discussion: A citizen in the crowd, Ron Johnson, wanted clarification on body cams. The			
police officers are the only employees who have body cams.			
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.		

AM 25-01: LIQUOR LICENSE RENEWS- R. DENHAM

MOVED:	Ivan Wiediger	Matian, Approve AM2E 01	
SECONDED:	Brian Watson	Motion: Approve AM25-01.	
Discussion: No Discussion.			
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.		

AM 25-02: JEFFERSON STATION DESIGN 100% - B. MORRIS

MOVED:	Duane Crouse	Motion: Approve AM25-02 Jefferson Station	
SECONDED:	Brian Watson	Design 100%.	
Discussion: No Discussion.			
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.		

ADJOURNMENT: Meeting Adjourned at 6:29 p.m.

MOVED:	Ivan Wiediger	Motion: To Adjourn - Close of Meeting	
SECONDED:	Duane Crouse		
Discussion: No Discussion.			
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.		

<u>These minutes are not verbatim</u>. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link $\frac{https://fccdl.in/VVaqms3RqA}{https://fccdl.in/VVaqms3RqA}$.

Respectfully submitted,			
Rachelle Denham, City Clerk	Shawn O'Neill, Mayor	Councilor	



Voucher Report March 11, 2025

Reference	Date	Amount Notes
Reference Number: 39607	Northfork Asphalt Paving	\$7,518.96
#NFA-Nap 2nd Ave Retainage	2/27/2025	\$7,518.96 2nd Ave Overlay
Reference Number: 39608	International Brotherhood Teamster	\$1,061.50
Union Dues - 15484	2/19/2025	\$37.75
Union Dues - 15485	2/19/2025	\$58.75
Union Dues - 15486	2/19/2025	\$46.25
Union Dues - 15487	2/19/2025	\$40.25
Union Dues - 15488	2/19/2025	\$40.25
Union Dues - 15492	2/19/2025	\$41.75
Union Dues - 15493	2/19/2025	\$39.25
Union Dues - 15494	2/19/2025	\$37.75
Union Dues - 15495	2/19/2025	\$40.75
Union Dues - 15496	2/19/2025	\$37.75
Union Dues - 15497	2/19/2025	\$45.75
Union Dues - 15498	2/19/2025	\$33.25
Union Dues - 15499	2/19/2025	\$31.25
Union Dues - 15501	3/3/2025	\$37.75
Union Dues - 15502	3/3/2025	\$58.75
Union Dues - 15503	3/3/2025	\$46.25
Union Dues - 15504	3/3/2025	\$40.25
Union Dues - 15506	3/3/2025	\$40.25
Union Dues - 15508	3/3/2025	\$31.25
Union Dues - 15510	3/3/2025	\$41.75
Union Dues - 15511	3/3/2025	\$39.25
Union Dues - 15512	3/3/2025	\$37.75
Union Dues - 15513	3/3/2025	\$40.75
Union Dues - 15514	3/3/2025	\$37.75
Union Dues - 15515	3/3/2025	\$45.75
Union Dues - 15517	3/3/2025	\$33.25

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Reference	Date	Amount Notes
Reference Number: 39609	Badger Meter	\$422.95
80187695	3/4/2025	\$422.95 2025 Feb Cellular meters 417
Reference Number: 39610	BHC Consultants	\$20,750.23
0022374	3/3/2025	\$20,750.23 Jefferson Station
Reference Number: 39611	Buzzard O'Rourke	\$7,287.50
18496	2/24/2025	\$112.50 5A0027958
18497	2/24/2025	\$12.50 5A0027959
18498	2/24/2025	\$12.50 5A0027960
18498A	2/24/2025	\$12.50 5A0027960
18499	2/24/2025	\$25.00 5A0069859
18500	2/24/2025	\$50.00 4A0874017
18501	2/24/2025	\$25.00 4A0874018
18502	2/24/2025	\$50.00 4A0874020
18506	2/24/2025	\$12.50 Lewis 4A0730121
18507	2/24/2025	\$12.50 Lewis 4A0730122
18508	2/24/2025	\$75.00 4A0730133
18509	2/24/2025	\$25.00 4A0793761
18510	2/24/2025	\$25.00 Lewis 3A0686029
18512	2/24/2025	\$50.00 Lewis 4A0331202
18513	2/24/2025	\$75.00 Lewis 4A0377955
18514	2/24/2025	\$275.00 4A0412391, 4A0412392
18516	2/24/2025	\$1,687.50 Pass Thru Tiger Meadows
18519	2/24/2025	\$25.00 Lewis 3A0549361, 3A0549362
18520	2/24/2025	\$2,075.00 General Prosecution File
18523	2/24/2025	\$2,575.00 2025 - Jan Feb General
18529	2/24/2025	\$75.00 Lewis 2A0653096
Reference Number: 39612	Capital Business Machines	\$270.02
INV250622	2/10/2025	\$140.15 2025 01/-01/31 CH
INV250623	2/10/2025	\$129.87 2025 1/1-1/31 PD/Court 50%

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Reference	Date	Amount Notes
Reference Number: 39613 2025 03*RWWTP	City of Chehalis 3/4/2025	\$18,763.00 \$18,763.00 Monthly Sewer Treatment Costs March 202
Reference Number: 39614 D240918WA.00-2	Consor North America, Inc 2/25/2025	\$22,659.89 \$22,659.89 RUSH RD
Reference Number: 39615 24715952022625	Crystal Springs/Primo 2/26/2025	\$8.66 \$8.66 2025 March rental fee
Reference Number: 39616 289266	CT Publishing LLC dba The Chronic 2/27/2025	\$3.51 \$3.51 Ord 666
Reference Number: 39617 2025*03 Elwod Medicare B	Duane Elwood 3/4/2025	\$185.00 \$185.00 Medical Insurance Premium Part B
Reference Number: 39618 1254	Frontline UAS 9/27/2024	\$199.00 \$199.00 Patrick 2 day drone mapping course
Reference Number: 39619 2025*fEB Prisoner	LCSO-Corrections Bureau 3/5/2025	\$4,666.05 \$4,666.05 2025 - Feb #45 of beds days
Reference Number: 39620 10629	Lewis County Communication 3/4/2025	\$5,005.00 \$5,005.00 2025 first half
Reference Number: 39621 42714	Lewis County Fleet Svs. 2/13/2025	\$289.49 \$289.49 replace brakes Sander/Sprayer truck
Reference Number: 39622 507513124	Mott Macdonald 2/25/2025	\$1,845.00 \$1,845.00 PFAS Support wells
Reference Number: 39623 INV-2501	Mrs. Klean Janitorial 3/2/2025	\$634.00 \$634.00 2025 - March Clean City Hall
Reference Number: 39624 2025*Feb Interpreter	Pete Hinton 3/4/2025	\$130.00 \$130.00 2025*Feb Interpreter

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Reference	Date	Amount Notes
Reference Number: 39625	Quill Corporation	\$58.26
42786646	1/23/2025	\$58.26 PK door hanger
Reference Number: 39626	Sweeny's Ace Hardware	\$295.46
953741	2/3/2025	\$9.70 WD 40 Smart Straw 12oz
953779	2/3/2025	\$17.24 4 1/2' Metal Grind Type 27
953792	2/3/2025	\$0.91 Mis Fasteners QTY 3
953888	2/5/2025	\$10.35 Toilet Plunger
953903	2/5/2025	\$25.89 Fiberglass Tape 1/2 x 100
953969	2/6/2025	\$4.31 Funnel Polyn BLK
954304	2/11/2025	\$21.56 scraper 3" threaded ace
954409	2/12/2025	\$14.86 Metal Cutoff DSC 45" TK X3
954424	2/12/2025	\$17.25 Stretch Film 5 x 1000
954454	2/13/2025	\$17.25 Wrench Filter
954460	2/13/2025	\$18.33 Contractor Bag 55G 15PK
954505	2/14/2025	\$8.62 Clorox Wipes Lemon 75pk
954963	2/20/2025	\$9.26 Stand pipe/PLUG SCH40 PVC 2"/ CAP 2" \$
954992	2/20/2025	\$8.62 Pencil Soapstone Round
954994	2/20/2025	\$21.32 Grind Wheel - Metal Cutoff
955261	2/24/2025	\$13.10 ACE RSTP SPRY SATBLK15OZ
955275	2/24/2025	\$34.52 Kerosene 1-K JUG 2 GAL
955311	2/25/2025	\$35.60 MSNRY CR CUTOFF DSC
955581	2/28/2025	\$6.77 MIS Fasteners
Reference Number: 39627	US Cellular	\$1,376.73
0710195813	2/12/2025	\$249.82 2/12-3/11 PW Cell
0710206267	2/12/2025	\$1,078.51 2/12-3/11 PW MIFI/Court cell/PD cell
0711963876	2/20/2025	\$48.40 2/20-3/19 Treasurer Cell
Reference Number: 39628	Vander Stoep, Blinks, Jones & Unze	\$1,100.00
2025*March Judge	3/3/2025	\$1,100.00 2025-03 Judge
Reference Number: 39629	Vision Municipal Solution	\$849.25
09-15687	2/28/2025	\$849.25 Dec -Jan Utility statements

Reference	Date	Amount Notes
Reference Number: 39630	WA Dept of Transportation	\$2,258.28
*FB91458008251	2/28/2025	\$2,258.28 2025 FEB FUEL
Reference Number: 39631	Winlock Auto Supply	\$11.63
023714	2/25/2025	\$11.63 injector cleaner
Reference Number: EFT*20250301	WAVE	\$112.10
138396701-0011365	3/1/2025	\$112.10 2025 3/1-3/31 WAVE Internet
Reference Number: EFT*20250302	WAVE	\$112.10
138091001-0011365	3/1/2025	\$112.10 Mayme 2025 03/01-03/31
Reference Number: EFT*20250303	WAVE	\$112.10
138396801-0011365	3/1/2025	\$112.10 2025- WAVE Phone PD 3/1-3/31
Reference Number: EFT*20250304	WAVE	\$98.43
032768701-0011356	2/26/2025	\$98.43 2025- 3/1-3/31 WAVE Phone & Internet PV
Reference Number: EFT*20250305	Dept of Retirement Systems	\$8,032.50
Emp Rtmt - 15500	3/3/2025	\$171.12
Emp Rtmt - 15501	3/3/2025	\$295.00
Emp Rtmt - 15502	3/3/2025	\$255.35
Emp Rtmt - 15503	3/3/2025	\$197.85
Emp Rtmt - 15504	3/3/2025	\$175.56
Emp Rtmt - 15506	3/3/2025	\$171.12
Emp Rtmt - 15507	3/3/2025	\$344.86
Emp Rtmt - 15508	3/3/2025	\$265.57
Emp Rtmt - 15509	3/3/2025	\$351.75
Emp Rtmt - 15510	3/3/2025	\$93.12
Emp Rtmt - 15511	3/3/2025	\$291.98
Emp Rtmt - 15512	3/3/2025	\$276.33
Emp Rtmt - 15513	3/3/2025	\$297.18
Emp Rtmt - 15514	3/3/2025	\$334.25
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Reference	Date	Amount Notes
Emp Rtmt - 15517	3/3/2025	\$240.51
Taxable Retirement - 15500	3/3/2025	\$274.36
Taxable Retirement - 15501	3/3/2025	\$205.95
Taxable Retirement - 15502	3/3/2025	\$409.42
Taxable Retirement - 15503	3/3/2025	\$317.22
Taxable Retirement - 15504	3/3/2025	\$281.49
Taxable Retirement - 15506	3/3/2025	\$274.36
Taxable Retirement - 15507	3/3/2025	\$240.76
Taxable Retirement - 15508	3/3/2025	\$185.40
Taxable Retirement - 15509	3/3/2025	\$270.28
Taxable Retirement - 15510	3/3/2025	\$65.01
Taxable Retirement - 15511	3/3/2025	\$203.84
Taxable Retirement - 15512	3/3/2025	\$192.91
Taxable Retirement - 15513	3/3/2025	\$207.47
Taxable Retirement - 15514	3/3/2025	\$233.35
Taxable Retirement - 15515	3/3/2025	\$304.73
Taxable Retirement - 15517	3/3/2025	\$167.91
Deference Number: FFT*20250202	Don't of Trace up Interval Devenue C	£7 602 49
Reference Number: EFT*20250306	Dept of Treasury Internal Revenue S	\$7,693.48 \$445.04
Federal Income Tax - 15500	3/3/2025 3/3/2025	\$415.04 \$213.69
Federal Income Tax - 15501	3/3/2025	\$690.46
Federal Income Tax - 15502	3/3/2025	\$534.11
Federal Income Tax - 15503		·
Federal Income Tax - 15504	3/3/2025 3/3/2025	\$413.06 \$0.00
Federal Income Tax - 15505		
Federal Income Tax - 15506	3/3/2025 3/3/2025	\$409.54 \$303.55
Federal Income Tax - 15507		\$393.55 \$354.35
Federal Income Tax - 15508	3/3/2025	\$354.25 \$513.88
Federal Income Tax - 15509	3/3/2025	\$512.88
Federal Income Tax - 15510	3/3/2025	\$0.00
Federal Income Tax - 15511	3/3/2025	\$373.26 \$407.64
Federal Income Tax - 15512	3/3/2025	\$167.61

Reference	Date	Amount Notes
Federal Income Tax - 15513	3/3/2025	\$269.32
Federal Income Tax - 15514	3/3/2025	\$322.87
Federal Income Tax - 15515	3/3/2025	\$728.51
Federal Income Tax - 15517	3/3/2025	\$181.39
Medicare - 15500	3/3/2025	\$46.64
Medicare - 15500 (2)	3/3/2025	\$46.64
Medicare - 15501	3/3/2025	\$46.95
Medicare - 15501 (2)	3/3/2025	\$46.95
Medicare - 15502	3/3/2025	\$70.03
Medicare - 15502 (2)	3/3/2025	\$70.03
Medicare - 15503	3/3/2025	\$54.49
Medicare - 15503 (2)	3/3/2025	\$54.49
Medicare - 15504	3/3/2025	\$47.96
Medicare - 15504 (2)	3/3/2025	\$47.96
Medicare - 15505	3/3/2025	\$14.50
Medicare - 15505 (2)	3/3/2025	\$14.50
Medicare - 15506	3/3/2025	\$47.73
Medicare - 15506 (2)	3/3/2025	\$47.73
Medicare - 15507	3/3/2025	\$54.89
Medicare - 15507 (2)	3/3/2025	\$54.89
Medicare - 15508	3/3/2025	\$42.27
Medicare - 15508 (2)	3/3/2025	\$42.27
Medicare - 15509	3/3/2025	\$55.99
Medicare - 15509 (2)	3/3/2025	\$55.99
Medicare - 15510	3/3/2025	\$14.82
Medicare - 15510 (2)	3/3/2025	\$14.82
Medicare - 15511	3/3/2025	\$46.47
Medicare - 15511 (2)	3/3/2025	\$46.47
Medicare - 15512	3/3/2025	\$43.98
Medicare - 15512 (2)	3/3/2025	\$43.98
Medicare - 15513	3/3/2025	\$47.30
Medicare - 15513 (2)	3/3/2025	\$47.30
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Reference	Date	Amount Notes
Medicare - 15514	3/3/2025	\$53.20
Medicare - 15514 (2)	3/3/2025	\$53.20
Medicare - 15515	3/3/2025	\$69.47
Medicare - 15515 (2)	3/3/2025	\$69.47
Medicare - 15517	3/3/2025	\$38.28
Medicare - 15517 (2)	3/3/2025	\$38.28
Social Security Tax - 15505	3/3/2025	\$62.00
Social Security Tax - 15505 (2)	3/3/2025	\$62.00
Reference Number: EFT*20250307	AFLAC Remittance Processing	\$919.57
Aflac - 15485	2/19/2025	\$32.36
Aflac - 15489	2/19/2025	\$60.71
Aflac - 15493	2/19/2025	\$28.47
Aflac - 15502	3/3/2025	\$32.37
Aflac - 15507	3/3/2025	\$60.71
Aflac - 15511	3/3/2025	\$28.47
Aflac Disability - 15489	2/19/2025	\$47.84
Aflac Disability - 15491	2/19/2025	\$68.54
Aflac Disability - 15493	2/19/2025	\$62.73
Aflac Disability - 15497	2/19/2025	\$95.68
Aflac Disability - 15499	2/19/2025	\$63.44
Aflac Disability - 15507	3/3/2025	\$47.84
Aflac Disability - 15508	3/3/2025	\$63.44
Aflac Disability - 15509	3/3/2025	\$68.55
Aflac Disability - 15511	3/3/2025	\$62.74
Aflac Disability - 15515	3/3/2025	\$95.68
Reference Number: EFT*20250308	Vimly Benefit Solutions, Inc	\$2,124.26
Medical/Dental - 15507	3/3/2025	\$1,036.38
Medical/Dental - 15509	3/3/2025	\$1,087.88
Reference Number: EFT*20250309	Washington Teamsters Welfare Trus	\$21,351.80

Reference	Date	Amount Notes
Medical /Dental/Vision - 15500	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15501	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15502	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15503	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15504	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15506	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15507	3/3/2025	\$17.10
Medical /Dental/Vision - 15508	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15509	3/3/2025	\$17.10
Medical /Dental/Vision - 15511	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15512	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15513	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15514	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15515	3/3/2025	\$1,455.20
Medical /Dental/Vision - 15517	3/3/2025	\$1,455.20
Medical Dental Vision - 15483	2/19/2025	\$100.00
Medical Dental Vision - 15484	2/19/2025	\$100.00
Medical Dental Vision - 15485	2/19/2025	\$100.00
Medical Dental Vision - 15486	2/19/2025	\$100.00
Medical Dental Vision - 15487	2/19/2025	\$100.00
Medical Dental Vision - 15488	2/19/2025	\$100.00
Medical Dental Vision - 15493	2/19/2025	\$100.00
Medical Dental Vision - 15494	2/19/2025	\$100.00
Medical Dental Vision - 15495	2/19/2025	\$100.00
Medical Dental Vision - 15496	2/19/2025	\$100.00
Medical Dental Vision - 15497	2/19/2025	\$100.00
Medical Dental Vision - 15498	2/19/2025	\$100.00
Medical Dental Vision - 15500	3/3/2025	\$100.00
Medical Dental Vision - 15501	3/3/2025	\$100.00
Medical Dental Vision - 15502	3/3/2025	\$100.00
Medical Dental Vision - 15503	3/3/2025	\$100.00
Medical Dental Vision - 15504	3/3/2025	\$100.00

Reference	Date	Amount Notes
Medical Dental Vision - 15506	3/3/2025	\$100.00
Medical Dental Vision - 15511	3/3/2025	\$100.00
Medical Dental Vision - 15512	3/3/2025	\$100.00
Medical Dental Vision - 15513	3/3/2025	\$100.00
Medical Dental Vision - 15514	3/3/2025	\$100.00
Medical Dental Vision - 15515	3/3/2025	\$100.00
Medical Dental Vision - 15517	3/3/2025	\$100.00
Reference Number: EFT*20250310	Nationwide Retirement Solutions	\$8,092.42
Deferred Comp - 15484	2/19/2025	\$300.00
Deferred Comp - 15485	2/19/2025	\$150.00
Deferred Comp - 15487	2/19/2025	\$100.00
Deferred Comp - 15488	2/19/2025	\$100.00
Deferred Comp - 15489	2/19/2025	\$400.00
Deferred Comp - 15491	2/19/2025	\$300.00
Deferred Comp - 15493	2/19/2025	\$150.00
Deferred Comp - 15494	2/19/2025	\$300.00
Deferred Comp - 15495	2/19/2025	\$307.74
Deferred Comp - 15497	2/19/2025	\$150.00
Deferred Comp - 15498	2/19/2025	\$150.00
Deferred Comp - 15499	2/19/2025	\$75.00
Deferred Comp - 15501	3/3/2025	\$300.00
Deferred Comp - 15502	3/3/2025	\$150.00
Deferred Comp - 15504	3/3/2025	\$100.00
Deferred Comp - 15506	3/3/2025	\$100.00
Deferred Comp - 15507	3/3/2025	\$400.00
Deferred Comp - 15508	3/3/2025	\$75.00
Deferred Comp - 15509	3/3/2025	\$300.00
Deferred Comp - 15511	3/3/2025	\$150.00
Deferred Comp - 15512	3/3/2025	\$300.00
Deferred Comp - 15513	3/3/2025	\$307.74
Deferred Comp - 15515	3/3/2025	\$150.00

Reference	Date	Amount Notes
Deferred Comp - 15517	3/3/2025	\$150.00
Deferred Comp Match - 15501	3/3/2025	\$300.00
Deferred Comp Match - 15502	3/3/2025	\$150.00
Deferred Comp Match - 15504	3/3/2025	\$100.00
Deferred Comp Match - 15506	3/3/2025	\$100.00
Deferred Comp Match - 15507	3/3/2025	\$701.72
Deferred Comp Match - 15508	3/3/2025	\$75.00
Deferred Comp Match - 15509	3/3/2025	\$650.22
Deferred Comp Match - 15511	3/3/2025	\$150.00
Deferred Comp Match - 15512	3/3/2025	\$300.00
Deferred Comp Match - 15513	3/3/2025	\$300.00
Deferred Comp Match - 15515	3/3/2025	\$150.00
Deferred Comp Match - 15517	3/3/2025	\$150.00
Reference Number: EFT*20250311	USDA Rural Develop Office	\$29,914.00
2025*Feb USDA City Hall Payment	2/18/2025	\$29,914.00 City Hall Loan 2025*Feb
2025*Feb USDA City Hall Payment Reference Number: Feb 16-28, 2025	2/18/2025 Payroll Vendor	\$29,914.00 City Hall Loan 2025*Feb \$38,621.32
Reference Number: Feb 16-28, 2025		
	Payroll Vendor	\$38,621.32
Reference Number: Feb 16-28, 2025 ACH Pay - 15500	Payroll Vendor 3/3/2025	\$38,621.32 \$2,321.63
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501	Payroll Vendor 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505 ACH Pay - 15506	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69 \$2,257.02
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505 ACH Pay - 15506 ACH Pay - 15507	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69 \$2,257.02 \$2,534.95
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505 ACH Pay - 15506 ACH Pay - 15507 ACH Pay - 15508	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69 \$2,257.02 \$2,534.95 \$2,109.44
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505 ACH Pay - 15506 ACH Pay - 15507 ACH Pay - 15508 ACH Pay - 15509	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69 \$2,257.02 \$2,534.95 \$2,109.44 \$2,622.00
Reference Number: Feb 16-28, 2025 ACH Pay - 15500 ACH Pay - 15501 ACH Pay - 15502 ACH Pay - 15503 ACH Pay - 15504 ACH Pay - 15505 ACH Pay - 15506 ACH Pay - 15507 ACH Pay - 15508 ACH Pay - 15509 ACH Pay - 15510	Payroll Vendor 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025 3/3/2025	\$38,621.32 \$2,321.63 \$2,273.77 \$3,261.31 \$2,640.11 \$2,260.70 \$910.69 \$2,257.02 \$2,534.95 \$2,109.44 \$2,622.00 \$883.91

Reference		Date		Amount Notes
ACH Pay - 15514		3/3/2025		\$2,867.74
ACH Pay - 15515		3/3/2025	:	\$3,218.98
ACH Pay - 15517		3/3/2025	:	\$1,929.04
		TOTAL	\$21	4,833.45
The following voucher/wa	rrants/electronic	payments are approved for payr	nent:	
Accounts Payable	65	25	96,587.87	39607/39609-39631
Electronic Payments	5	5	30,348.73	EFT*20250301-04/11
Payroll Vendors	1	1	1,061.50	39608
Electronic Payroll	6	6	48,214.03	EFT*20250305-10
ACH Direct Deposit	1	1	38,621.32	Payroll 2/16-28, 2025
Total Vouchers	78	38	214,833.45	

Void Check 39596

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:
MAYOR:
TREASURER:
COUNCILOR #1:
COUNCILOR #2:
COUNCILOR #3:
COUNCILOR #4:
COUNCILOR #5:
Police Department - John BrockmuellerPolice Department - John Brockmueller
Court- Lacie Dewitt
City Clerk - Rachelle Denham:
DATED THIS DAY OF .2025

AMENDMENT NO. 1

Professional Services Agreement

Between

City of Napavine

and

Mott MacDonald, LLC

- 1. <u>Parties</u>. The undersigned parties entered into the original Professional Services Agreement between Mott MacDonald, LLC and the City of Napavine dated December 5, 2024.
- 2. **Scope of Services.** See Exhibit A City of Napavine PFAS Support Services Phase 1 Scope of Work
- 3. Time of Completion. No change.
- 4. **Compensation**. Additional \$30,000.00 to expand Mott MacDonald's scope of services.
- 5. **Terms**. All other terms and conditions of the Professional Services Agreement shall remain in full force and effect.

City of Napavine	Mott MacDonald, LLC
By:	Ву:
Print or Type name and Title	Print or Type name and Title
Dated:	Dated:



Bryan Morris Public Works Director City of Napavine P.O. Box 810 Napavine, WA 98565

Mott MacDonald 1601 5th Avenue Suite 800 Seattle WA 98101 United States of America

T +1 (206) 838 2886 mottmac.com

EXHIBIT A: City of Napavine PFAS Support Services

February 27, 2025

Phase 1 Scope of Work

Dear Bryan,

As requested, the following scope of work has been developed for the PFAS support services contract between the City of Napavine (City) and Mott MacDonald. It has been adapted from the Department of Health Source Water Protection Grant application that Mott MacDonald assisted the City in developing in January. To expedite the City's well replacement project, the City has chosen to independently fund Phase 1 of this project to avoid delays associated with the grant approval process. We understand that this scope of work will be executed as Amendment 1 to Mott MacDonald's existing contract with the City.

A description of tasks and a cost estimate are included below.

AMENDMENT 1 SCOPE OF WORK

Project Description

The City of Napavine has two wells, Sources 02 and 03, that exceed the state action level for PFAS. The City is interested in installing replacement wells near existing Sources 04 and 05, however it is currently unclear if sufficient aquifer yield is present near these wells, and if water rights or other regulatory or fiscal concerns need to be considered prior to replacement well installation. We understand that the City has recently tested Sources 04 and 05 for PFAS and both came back as non-detect.

The Water Department has requested that Mott MacDonald conducts a Phase I Well Replacement Evaluation. The results of this project will support the development of a future Phase II groundwater flow model to evaluate potential replacement well locations. The intent of the Phase I Evaluation is to characterize the Napavine area hydrogeology and define an overall replacement well project approach (including future Phase II groundwater modeling, Phase III well installation and testing, and possibly water rights analyses). The proposed Phase I Evaluation will include the following components:

- Review and interpretation of existing hydrogeologic data
- Development of a hydrogeologic conceptual framework for the Napavine area
- Review regulatory requirements with respect to water rights and source approval for the replacement wells
- Define modeling objectives for the Phase II groundwater model.
- Compile hydrogeologic data as feasible in preparation for the Phase II groundwater modeling.
- Identify if critical data gaps exist and if they are easy to fill.
- Recommend a groundwater modeling approach (including domain size, layering assumptions, pertinent
 features to simulate, available calibration data, if transient analyses are necessary, and potentially other
 items) that meets the City's long-term planning needs for water supply and aquifer protection purposes.
- A summary report of findings, which will include a scope of work and cost estimate for creating the Phase II groundwater model.

We understand that following completion of the Phase I Evaluation, the City intends to revise the scope of work for its existing Department of Health (DOH) Source Water Protection Grant application so it supports development of the Phase II groundwater flow model.

Task 1: Napavine Area Hydrogeologic Data Review

Existing and available hydrogeologic data for the Napavine area will be reviewed in support of developing a hydrogeologic conceptual framework for the shallow aquifer system in the Napavine area. Data reviewed will include published geologic and hydrogeologic reports, available wellfield operations records (including testing reports, water level data, and pumping rate data) and relevant geologic and water quality databases maintained by the State as necessary (including the Department of Ecology (Ecology) well log viewer and EIM databases, the Department of Natural Resources (DNR) surficial and subsurface geologic databases, and water quality databases maintained by DOH). Groundwater flow paths, hydraulic divides, aquifer yields, thickness, hydraulic properties, and contaminant risk factors will be evaluated and compiled.

Project performance measures for the hydrogeologic data review task will include the following:

- To the degree possible based on available date we will define groundwater flow directions, hydraulic divides, approximate area of influence zones for each production well, and identify areas of known PFAS contamination. This information will be used to develop a hydrogeologic conceptual framework, evaluate if existing operational wells are at risk of PFAS contamination, and to inform the construction of the Phase II groundwater model.
- 2. Estimate sustainable aquifer yields near source wells 04 and 05 from existing data.

Task 2: Regulatory Outreach and Support

Task 2 regulatory support items will include the following:

- 1. Review the City's water right portfolio and assess if a water right change application is likely required for the potential replacement well locations. If this is the case, a pre-application meeting with Ecology and the City will be arranged to determine options and a proposed pathway to file and process an application. The meeting results will also inform the recommended Phase II groundwater modeling approach and help better define tasks required for the City's replacement well(s) to receive DOH source approval.
- 2. Meet with DOH for input on source protection modeling requirements, Phase II modeling objectives, and replacement well source approval requirements.

Project performance measures for the regulatory outreach task will include:

 Determine if a water right change application will likely be required at potential replacement well locations, and through consultation with Ecology, assess what level of pumping impact evaluation (if any) is necessary to assess water right mitigation requirements. If an impact assessment is required, propose a Phase II groundwater model design that can both delineate production well capture zones and perform a water rights assessment. 2. Obtain regulatory feedback from DOH regarding the degree of local aquifer and water quality characterization required for replacement well source approval, and if unique considerations are identified, incorporate them into the proposed Phase II groundwater modeling objectives.

Task 3: Reporting

The Phase I Evaluation final deliverable will be a summary report. The report will contain a general description of the Napavine area hydrogeologic conceptual framework, a groundwater flow map for the Napavine area source aquifer (as determined from the framework), and approximate zones of influence for existing production wells (which will be further refined with the Phase II groundwater model). The report will include our recommended Phase II groundwater modeling objectives and outline an approach to create and complete the model. Recommendations will be provided to support City water supply planning and source protection needs. If the Phase I Evaluation finds that aquifer or water quality conditions near Sources 04 and 05 are not favorable for replacement wells, alternate areas or approaches for potential future wellfields will be proposed. If significant data gaps are identified which impact the hydrogeologic conceptual framework interpretation or development of the Phase II groundwater model, they will be discussed and potential remedies proposed. The report will include a scope of work and cost estimate for creating the Phase II groundwater model.

Project performance measures for the regulatory outreach task will include completion of the described summary report.

Task 4: Project Management

Project management hours are included to cover expected communication, invoicing, progress reports, and staff management hours.

Cost Estimate and Terms and Conditions

Mott MacDonald will complete the proposed scope of work at an estimated cost of \$30,000, as indicated in **Attachment A**.

All charges will be invoiced on a time-and-materials basis, and as such if less effort is required on a particular task you will only be billed for the work performed. If unexpected conditions are encountered that appear to require additional work, Mott MacDonald will bring this to your attention and seek your approval for any added expenditures.

This work will be performed according to the terms and conditions of our existing contract with the City dated December 5, 2024. This scope of work and cost estimate can be amended later if needed based on project demands.

Closure

We appreciate the opportunity to submit this proposal and look forward to working with you. Please contact the undersigned at the numbers below if you have any questions about our proposal.

Respectfully submitted,

Glenn Mutti-Driscoll Senior Hydrogeologist

1-206-487-1310

jglenn.mutti-driscoll@mottmac.com

J. She Mino Driscoll

Janet Knox, LG Sr. Vice President Janet.knox@mottmac.com

Mott MacDonald, LLC

Attachment A. Cost Estimate Phase I Well Replacement Evaluation City of Napavine February 27, 2025

Project Task/Subtask	Principal \$245 /hr	Senior Technical \$205 /hr	Water Rights Specialist \$200 /hr	GIS Analyst \$195 /hr	Project Staff \$165 /hr	Project Staff \$150 /hr	Office Support \$115 /hr	Total Labor	Subtask Cost	Tota Costs
Task 1. Napavine Area Hydrogeologic Data Review										\$13,440
Water Quality & PFAS Data Review	1	4				4		\$1,665	\$1,665	
Water Rights Document Review		2	6					\$1,610	\$1,610	
Hydrogeologic Data Review & Compilation	1	10	2	6	20	20		\$10,165	\$10,165	
Task 2. Regulatory Outreach & Support										\$2,920
Water Rights Pre-Application Meeting	1	4	4					\$1,865	\$1,865	
DOH Source Approval Coordination	1	2	2					\$1,055	\$1,055	
Task 3. Reporting										\$9,740
Summary of Findings Report	4	16	4	2	6	22		\$9,740	\$9,740	. ,
Task 4. Project Management										\$3,900
Project Communication & Invoicing	4	12					4	\$3,900	\$3,900	. ,
Total Hours	12	50	18	8	26	46	4			
Subtotal Dollars	\$2,940	\$10,250	\$3,600	\$1,560	\$4,290	\$6,900	\$460			\$30,000
Estimated Total Cost										\$30,000

Right of First Refusal to Purchase Real Estate

The Right of First Refusal Agreement (the "Agreement") is effective [DATE],

BETWEEN: LEWIS COUNTY FIRE DISTRICT 5, organized under the laws of the State of Washington, with its head office located at: 113 2nd Ave. SE, Napavine, WA 98565.

AND: CITY OF NAPAVINE, organized under the laws of the State of Washington, with its head office located at: 407 Birch Ave. SW, Napavine, WA 98565.

Partial Legal Description

Partial Number 008062001002, Section 34 Township 13N Range 02W PTN NE4 NE4 being Lot B BLA 09-11-24 AFN 3613675

In consideration of the sum at today's market value, or less being paid at the time of purchase for this Right of Refusal paid by the Purchaser to the undersigned owner of the apparatus garage, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lewis County Fire District 5 Department hereby agrees as follows:

- 1. If on or before the listing of the Fire District 5 Apparatus Garage, the City of Napavine has the first right to pay the market value, or less of the property or within 10 days, notify the Lewis County Fire Department that the city declines the offer of the sale price.
- 2. Upon receipt of the offer of market value or less, the Lewis County Fire Department 5 shall forthwith accept the offer and deliver a copy of such acceptance to the City of Napavine.
- 3. In the event that the City of Napavine does not submit an offer to the Lewis County Fire District 5 within such period of time, the City of Napavine shall be deemed to have waived its rights under this agreement and the Lewis County Fire District 5 can accept any market value offer from a third-party submittal, that such sale shall take place on the same terms and conditions contained within the time provided.
- 4. This agreement shall ensure the City of Napavine and its heirs, executors, administrators and other legal representatives shall be binding upon the Lewis County Fire District 5 and its heirs, executors, legal representatives, successors and assigns.

Lewis County District 5 Fire Department	Date	
City of Napavine	 Date	

RESOLUTION NO. 25-03-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DECLARING CERTAIN PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND DIRECTING DISPOSAL OF SUCH PROPERTY

WHEREAS, the city of Napavine, Washington, is authorized pursuant to RCW 35A.79.010, to dispose of property owned by the city by sale; and

WHEREAS, the City Council of the City of Napavine, Washington, considers the below described items of personal property owned by the city to be surplus to the city's needs; and

WHEREAS, the City Council of the City of Napavine, Washington, considers the sale of the below described items of personal property to be in the best interest of the citizens and patrons of the city,

NOW, THEREFORE, BE IT RESOLVED THAT THE City Council of the City of Napavine, Washington, does declare the following described items of personal property, surplus to the needs of the city:

• 6 (six)- New Master 5/8" Water Meters

IT IS FURTHER RESOLVED that by this resolution the above items may be disposed of in a commercially reasonable way to wit; auction, public sale, sealed bid, transfer or sale to a Governmental Agency.

IT IS FURTHER RESOLVED that Michelle Whitten, Treasurer, is designated as the city's designee to determine the method of sale to be utilized by the city.

PASSED BY MAJORITY of the City Council of the City of Napavine, Washington, this 11th day of March 2025.

Attest:	Shawn O'Neill, Mayor
Rachelle Denham, Clerk	
Approved as to form:	
City Attorney, James M. B. Buzzard WBA #33555	_

CITY OF NAPAVINE, WASHINGTON RECREATIONAL SERVICE AGREEMENT (Napavine Youth Baseball)

THIS AGREEMENT, made and entered into <u>April 1, 2025</u>, and terminating <u>August 31, 2025</u>, by and between the <u>City of Napavine</u>, Washington, a municipal corporation, herein called "City", and <u>Napavine Youth Baseball</u> (NYB), herein called "Licensee."

WHEREAS, City owns and maintains recreational and athletic facilities for public use in the City of Napavine and is desirous of providing a variety of recreational activities to the public, and

WHEREAS, Licensee has the management structure, personnel, and equipment to provide the recreational services described herein, and

WHEREAS, it is economically efficient and in the best interests of the City and the City's residents for City to contract with Licensee for provision of recreational services described herein, now, therefore,

The parties hereto agree as follows:

- 1. **LICENSE GRANTED**. The city hereby grant to Licensee a license to utilize the City's Little League Complex and Community Park Baseball Fields for the purpose of operating a youth baseball league for the 2025 season, which commences (April 1, 2025) and ends (August 31, 2025). Licensee shall provide City with a schedule of intended use. Licensee's use shall be exclusive to the extent Licensee's use is scheduled as set forth herein, and otherwise Licensee's use is non-exclusive.
- 2. **SERVICE PROVIDED.** Licensee shall at Licensee's cost and expense, provide the necessary management, personnel, and equipment to operate the following recreational service:

a. Service: Baseballb. Age Group: Youth

c. Season: Monday-Saturday, (3:00 pm – 8:00 pm) varies

d. Tournaments: TBD (To Be Determined), at a later date.

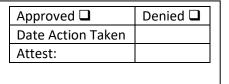
Licensee understands and acknowledges that the license granted hereby does not grant Licensee exclusive use of the leased premises, and that the City may allow use of the premises by others at such times and in such manner that does not conflict with the Licensee's approved scheduled use.

LICENSEE DRYBOX. The City shall allow Licensee to maintain a "dry box" on the premises during the lease period for the storage of Licensee's supplies and equipment at a location approved by the City. Placement is at the discretion of the Public Works Department.

- 3. NO MONETARY CONSIDERATION. The City is receiving good and valuable consideration from Licensee in the form of Licensee utilizing the City's facilities during the period set forth herein for benefit of City's residents, in the form of Licensee maintain the City's facilities, in the form of operating a baseball league for the benefit of City's residents, and in the form of Licensee promoting organized use of the facilities as the facilities were intended to be used. Licensee shall pay for electricity usage.
- 4. **DEPOSITS**. Licensee shall tender the following cash deposits upon signing of this agreement:
 - a. A One Hundred and 00/100 Dollars (\$100.00) key deposit to be refunded upon the surrender of all City keys on or before August 31, 2025. Fail to return keys by August 31, 2025 deposit shall be forfeited.
 - b. A Three Hundred Fifty and 00/100 Dollars (\$350.00) deposit for electric to league house and field lighting. Deposit is held in trust and carried over to the next season. NYB League shall be billed for the electrical use at the Concession Stand and will notify City of Napavine if the field lighting was used after each use and will be billed directly to NYB, and;
 - c. A Three Hundred and 00/100 Dollars (\$300.00) refundable security deposit for general cleaning and damages of the facilities. Two (2) weeks following August 31, 2025, the parties shall mutually inspect the premises for damage. Any costs to repair damage to the facilities shall be reimbursed within thirty (30) days of the mutual inspection.
 - d. Deposits are held in trust by the City of Napavine, which was received by donation.
- 5. **BUILDING AND CONCESSION USE.** A request for the use of a concession facility must outline what the facility will be used for, what will be sold, the anticipated cost of operation, and how the surplus funds, if any, will be used.
- 6. MAINTENANCE. Licensee shall maintain and drag fields to monitor safety hazards with their own equipment. The Licensee will mark fields for league play as needed. Licensee shall at all times keep the facilities in a clean and neat condition and shall be responsible for cleaning up litter. After all concession stand use all garbage must be placed in the dumpster that has been provided by the city.
- 7. This includes, but is not limited to, dugouts, bleachers, parking lots, and athletic area grounds. The provision herein notwithstanding, Licensee may, with the approval of City, make such modifications to the facilities as shall be necessary for the use thereof by Licensee.
- 8. **INSURANCE.** Licensee shall maintain Commercial General Liability, including blanket contractual and fire legal coverage for all its personnel and participants in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) and shall

- name City as an additional insured on any policy so maintained. Proof of insurance shall be furnished to City upon the execution of this Agreement and at such other times as City shall require.
- 9. VOLUNTEERS. In accordance with RCW Chapter 43.43 prospective volunteers, coaches, assistant coaches, and board members in a position that will or may have unsupervised access to children must complete a disclosure form and Washington State Patrol criminal history background form for disclosure of any applicable charges of findings. These forms must be maintained by Napavine Youth Baseball prior to volunteers, coaches, assistant coaches, or board members having any contact with children.
- 10. **PARTICIPANTS.** Licensee shall allow participation in the recreational service herein provided by all persons eligible therefore in the age group described herein. Although Licensee may request a donation from its participants to offset the cost of providing the recreational service within the guidelines of the national association with which Licensee is affiliated and in compliance with all rules and regulations of said national association.
- 11. **PUBLIC PROPERTY DAMAGE**. Licensee using City facilities is directly responsible for any damages or misuse of the facilities approved for their activity (except for normal wear). Licensee will also be subject to all costs deriving from any damage or misuse. It is the responsibility of the Licensee to ensure that the concessions and restroom are locked and secured after each event. The city conducts routine checks on facilities to ensure they have been properly secured. If the doors are found unlocked and damages have occurred, the Licensee will be responsible for all repairs. If there is inclement weather, it is the Licensee's responsibility to cancel or delay the activity if there is any possibility of facility damage or participant injury.
- 12. **INTOXICATING BEVERAGES/DRUGS/GAMBLING**. All intoxicating beverages, drugs or gambling is strictly prohibited at all facilities and grounds under the jurisdiction of the City. Violation will result in the suspension or cancellation of this Agreement.
- 13. **TERM**. The term of this Agreement shall commence April 1, 2025 and terminate August 31, 2025. If the weather becomes inclement and there is a possibility of facility damage, facility use may be restricted.
- 14. **TERMINATION**. This Agreement may be terminated prior to the termination date by either party hereto by giving written notice of termination to the non-terminating party at least thirty (30) days prior to the intended date of termination.
- 15. **SUPERVISION**. Licensee shall conduct no activity under this Agreement without the attendance of an adult at all times while any activity is being conducted.

- 16. **HOLD HARMLESS AGREEMENT**. Licensee shall indemnify, hold harmless, and defend the City, its elected and appointed officials, and employees from any and all claims arising from any and all injuries that may he suffered by any participant or volunteer at any activity sponsored by the Licensee.
- 17. **ADVERTISING**. City will allow Licensee to place sponsorship banners along the fields' fence lines provided that all such banners comply with City requirements for removal at the end of the lease term.





City of Napavine Action Memorandum No. 25-03

AM 25-03: Police to Provide Security for Water/Sewer System

Originator: Michelle Whitten, City Treasurer

Agenda Date: March 11, 2025

Route to:	Department Head	Signature	Date
X No Objections	Bryan Morris		
X No Objections	Chief Brockmueller		

Review by Mayor Shawn O'Neill: _	
4 1	

Attachment(s): None

Fiscal Impact: yes ⊠ no □

\$24,000 for the year 2025 split from the Water Fund and Sewer Fund equally into the General Fund.

Summary statement:

Staff Recommendation:

• The Police Dept will provide nightly visual checks of the water reservoirs, beacons at sewer stations, and/or report any issues they see in the water and sewer lines during their nightly patrol. Any issues will be reported to the Public Works Dept immediately. In lieu of this service the Water and Sewer funds will pay for these services into the General Fund.



Clerk's Office

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

To: Mayor and City Council

From: Rachelle Denham, City Clerk

RE: Clerk's Report for Council Meeting, March 11, 2025

Utility Billing Information

- ✓ Feb Bill Posting & March Delinquency Posting the City billed out a total of \$235,167.78.
- ✓ Receipted in from above billing as of 3/5/2025 \$212,756.59
- ✓ Delinquent account billing March 3rd, billed 64 accounts charging \$1,674.34
- ✓ Total of 319 badger meters in the ground no change from last reporting.
- ✓ 49 EyeOnWater app users, up 1 from last reporting.
- ✓ YTD collected from Park Reservations \$1,650.00 no change since last reporting
- ✓ Senior Discount Renewals received for 2025 is 16.
- ✓ Temp Non-Use Renewals received for 2025 are currently at 31.
- ✓ 2025 Dog License renewals 115 (2024 dog count 134)
 - AWC Small City Connector will be held in Raymond on April 3rd from noon to 2 pm. Watch your emails for an invite!!



• The city hall closes @ noon on Fridays, effective February 2025!



Public Works/Community Development 407 Birch Ave SW, PO Box 810 Napavine, WA 98565 Phone: (360) 262-9344

www.cityofnapavine.com

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, March 11th, 2025

• Planning Commission Meeting Minutes

o Planning Commission Meeting on 3/3/2025 was canceled.

Project Updates

- Scots Industries Stabilizing soils for winter and containing stormwater runoff. Waiting for final submittal on water system upgrade for the Birch Avenue Booster Station.
- Cell tower on city property Applicant provided contract back to city for additional review, waiting for city attorney to provide feedback.
- Rush Road STIP Consultant contracts have been signed and a letter to proceed has been issued. The surveyors have started. The city was awarded a grant through TIB for 13% contribution for the project.
- Woodard Road City is waiting for applicant to provide additional information for the staff report.
- Walsh Trucking Binding Site Plan The Planning Commission will hold Public Hearing on March 17th @
 6pm.
- Jefferson Station Design plans at 90%. The Public Works Director has sent the designers a staff report on final changes for the 100% complete.
- Water Consultant provided a scope of work for phase 1 evaluation.

Napavine Police Department Monthly Call Activity Report

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

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5 Violation City Ordinance/Nuisance	
Violation of Protection/Harrass Ord	
2 Warrants/Wanted Person	
Welfare Checks	
911 Hang Up	
3 Hit & Run Accident	
12 Security Check- Business/Residential	
Community Event	
Unlawful Imprisonment	

