



CITY COUNCIL MEETING AGENDA

Tuesday – August 11, 2026 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

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

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

Don Webster,
Council Position No.3
dwebster@cityofnapavine.com

Jeremy Germann,
Council Position No.4
jgermann@cityofnapavine.com

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

Staff Members

Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Will Tastad,
Director of Public Works

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 – JULY 28, 2026

1) REGULAR COUNCIL MEETING

2) WORKSHOP: PUBLIC SAFETY TAX

VII. STAFF & COUNCIL REPORT

VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS

IX. NEW BUSINESS

1) VOUCHERS – M. WHITTEN

2) ILA CITY OF CHEHALIS BUILDING INSPECTIONS – W. TASTAD

3) LEAK ADJ: 1117 1st Ave NE – R. DENHAM

4) LEAK ADJ; 532 NW Fourth Ave - R. DENHAM

5) CANCELLATION OF SEALINK FRANCHISE AGREEMENT – W. TASTAD

6) RUSH RD E STELLA TO NEWAUKUM WAY LOWEST BIDDER – W. TASTAD

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
July 28, 2026, 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 following a Workshop on Lewis County Public Safety Tax.

INVOCATION:

The invocation was led by Rachelle Denham.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O'Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O'Neill Mayor, Brian Watson Councilor #1, Jeremy Germann Councilor #4, and Duane Crouse Mayor Pro Tem.

City staff members present: City Clerk – Rachelle Denham, City Treasurer – Michelle Whitten, Public Works Director – Will Tastad, and Chief of Police – John Brockmueller. *Not Present: Legal Counsel-Jim Buzzard.

MOVED:	Duane Crouse	Motion: Excuse Don Webster and Ivan Wiediger.
SECONDED:	Brian Watson	
<i>Discussion: Council Member Wiediger was excused at roll call and arrived prior to New Business. He was present for the remainder of the meeting.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

CONSENT/APPROVAL OF AGENDA

MOVED:	Brian Watson	Motion: Approval of Agenda- As Presented.
SECONDED:	Jeremy Germann	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of the Minutes for July 14, 2026 – Regular Council Meeting.
SECONDED:	Jeremy Germann	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION: 3-0 Motion Carried: 3 ayes and 0 nays.		
MOVED:	Duane Crouse	Motion: Approval of the Minutes for July 14, 2026 – Public Hearing-City Proposed Development Codes.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION: 3-0 Motion Carried: 3 ayes and 0 nays.		

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Greetings, no written report and operations are normal. The two new Dodge Durango's are here. Still working to fill the open position.

Rachelle Denham – Clerk

- No Report.

Will Tastad – PW Director

- Report is in writing. Business as normal.

Michelle Whitten – Treasurer

- No Report.

Mayor Pro Tem – Duane Crouse

- Attended the Funtime Festival and spoke at the dedication of the new fire station. AWC training via Zoom and Flood Authority meeting.

Shawn O'Neill – Mayor

- Attended the Napavine Funtime Festival and it was a great event that lasted into the evening. Looking forward to the community meeting on Thursday with hopes of making the event better next year!

Deborah Graham – Planning Commission

- The last meeting was July 6th. Working to finalize the Critical Areas Code and after next review it will be forwarded on to the council.

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

- George Dodd-Lewis County: Provided information for Veterans or spouses of veterans who may be eligible for assistance through the Veterans Relief Fund.

PRESENTATION: RIDE INTO HISTORY AT THE SOUTHWEST WASHINGTON FAIR, AUGUST 11TH-16TH 2026 – EDNA FUND

- Several members of the fair board spoke about the fair and events planned for this year. There were misc. fliers handed out about the fair activities and pricing. Opening ceremonies will be held on Tuesday, August 11, 2026 at 11:00 AM and would love to see everyone attend.

NEW BUSINESS**VOUCHERS- M. WHITTEN**

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

Accounts Payable	65	12	160,573.23	40600-40622
Payroll Vendors			-	
Electronic Payments	5	5	481.77	EFT*20260715-19
Electronic Payroll	2	2	14,188.66	EFT*20260720-21
ACH Direct Deposit	17	17	40,811.14	Payroll Jul 1-15, 2026
Total Vouchers	89	36	216,054.80	

MOVED:	Jeremy Germann	Motion: Pay the bills. Approval of the Vouchers dated July 28, 2026 – 2nd Council Meeting.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

FRANCHISE AGREEMENT: SEALINK – W. TASTAD

MOVED:	Duane Crouse	Motion: Approve Franchise Agreement with Sealink.
SECONDED:	Brian Watson	
<i>Discussion: Mayor Pro Tem asked if all the different companies coming in, is there a way they can all use the same hole, same conduit, same or is it all fresh, like dig once? Director Tastad replied that he doesn't have an answer for that besides different companies have different colored conduits. Although he mentioned that in the public works standards, new construction must be underground.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

TREE REMOVAL 229 PARKSIDE LOOP – W. TASTAD

MOVED:	Brian Watson	Motion: Removal of tree at 229 Parkside Loop.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

ADJOURNMENT: *Meeting Adjourned at approximately 6:36 p.m.*

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 ayes and 0 nays.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fccdl.in/pxq6DkOA2V) or at the link <https://fccdl.in/pxq6DkOA2V>.

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



WORKSHOP MEETING MINUTES- PUBLIC SAFETY TAX
JULY 28, 2026

***Mayor, Shawn O'Neill opened the Workshop Meeting at 5:30 PM**

NAPAVINE COUNCIL MEMBERS PRESENT:

Mayor, Shawn O'Neill, Councilor #1 Brian Watson, Councilor #4 Jeremy Germann, Mayor Pro Tem Duane Crouse, Absent: Councilor #2 Ivan Wiediger and Councilor #3 Don Webster.

CITY STAFF MEMBERS PRESENT: City Clerk Rachelle Denham, Treasurer Michelle Whitten, Police Chief John Brockmueller, CD/PW Director Will Tastad.

ROUND TABLE DISCUSSION:

Duane provided a handout (see council packet for documents).

Key Points: Duane presented information on a proposed countywide 0.3% (30 cents per \$100 spent) public safety sales tax being explored by the Lewis County Law and Justice Council. Cities also have an option to adopt a 0.1% sales tax by council action (without a public vote) under specific provisions. The presentation outlined the purpose of the tax, projected revenue distribution, increasing public safety and criminal justice costs, and potential impacts to Napavine. Council, Staff and Commissioner Pollock discussed funding needs, public education, potential costs to cities for placing the measure on the ballot and voter involvement. Duane will continue to gather feedback from Napavine and other small cities before reporting back to the Law and Justice Council, with a decision on where the small cities stand. The Law and Justice Council expect to determine by October whether to pursue placing this measure on a future countywide ballot.

The meeting was adjourned-closed at approximately 6:00 p.m.

- *These minutes are not verbatim.* If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/pxq6DkOA2V>.

****THIS WAS OPEN DISCUSSION ONLY AND NO ACTION WAS TAKEN ****

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



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, August 11, 2026

Billing Information

- ✓ August - City billed out a total of \$276,289.14
- ✓ YTD Billed \$983,704.19
- ✓ Receipted YTD \$749,985.79
- ✓ Total of 385 badger meters in the ground, no change from last reporting
- ✓ 61 EyeOnWater app users, up 1 from last reporting.
- ✓ Dog License Renewals YTD 111, added 5 since last reporting
- ✓ 23 Park Reservations for the months of June through August
- ✓ 25 Escrows Closed YTD, 3 pending with estimated closing in August



To: Mayor and City Council
From: Public Works/Community Development Staff
RE: Staff Report for Council Meeting, August 11th, 2026

- **Planning Commission Meeting Minutes**

- Next Planning Commission meeting is August 17th, 2026.

- **Department Update**

- Interlocal agreement with the City of Chehalis for Building Inspection Services has passed through legal and will see on agenda.
- Working through town on yellow striping.
- 2 TIB applications were submitted for upgrades to Birch.

- **Project Updates**

- Scots Industries – Staff is reviewing final building permit. Construction should be complete by 2028.
- Cell tower on city property – Permitted. Should start active construction in the next 30 days (as of July 15th)
- TA Project – City is waiting on WSDOT and Developer's developer agreement. Applicant must revise the site plan to move a driveway per DAHP requirements.
- Rush Road STIP -working with Local Programs, the County regarding City match. Working with Consor regarding cross-section and using a 4 ft buffer and 10 ft lanes. Working with County and Local Programs regarding STIP amendment. Received Project funding authorization from WSDOT. Advertisement must be out by July 2nd in order to comply with federal and state requirements. Bid Opening was July 21 2026 where an anticipated low bidder was selected. Low Bid award letter Sent.
- Woodard Road (Tiger Meadows) -Woodard Road (Tiger Meadows) – Civil review comments were sent back to applicant on 6/4/2026. Still has conditions that need to be met for civil approval.
- Walsh Trucking has started early fill and grade for their project on Hwy 508.
- Jefferson Station – Flow meter installed 5/21/2026 and startup and turnover will occur end of August.
- Source Water Protection Grant - Waiting on determination for emergency source to be added to the existing water system. Two possible options. 1. Authorize the city to utilize more water out of the

existing well by upgrading pumps. 2. Drill an emergency well. Either option would provide the city with 5 to 10 years to find a long-term solution. Need to meet with the tribes for any concerns with the creek behind city hall. The city has submitted grant applications to the state. DOH will start processing contract documents 10/06/2025, which can take up to 2 months. The suggested project end date is 09/30/2026. PFAS testing that was done in September for all water sources online came back non-detected! Submitted the Scope of Work for the Source Water Protection Local Assistance Grant Program. DOH Grant approved and signed 11/12/2025. This grant supports Napavine's need to identify areas for replacement wells and preparation work in creating a groundwater flow model. Strata Geosciences is performing Napavine Wells 4 & 5 test Procedures. Water Protection Grant completed. Discussed next steps for City obtaining a new well with our City Engineer and the consultant.

- Franchise Agreements- Working on 2 Franchise agreements for telecommunications. Comcast Franchise agreement is completed.



NAPAVINE POLICE DEPARTMENT

COUNCIL 8/11/2026 STAFF REPORT

- We are in the final phase of the background portion of the hiring process with an applicant, and we will keep you updated as things progress.
- Our department attended the annual National Night Out with many other agencies throughout Lewis County, hosted by Centralia Police Department. There were a lot of people who came out for the event this year, including our own Sergeant Stripes.



Napavine Police Department

Monthly Call Activity Report

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

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

98

JULY MONTHLY TOTAL

634

YEAR TO DATE 2026

(As of the end of JULY 2026)



Voucher Report Aug 11, 2026

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Reference Number: 40623	International Brotherhood Teamsters Loc	\$1,255.00
Union Dues - 16138	7/16/2026	\$44.50
Union Dues - 16139	7/16/2026	\$64.50
Union Dues - 16140	7/16/2026	\$51.00
Union Dues - 16141	7/16/2026	\$44.50
Union Dues - 16143	7/16/2026	\$38.00
Union Dues - 16145	7/16/2026	\$37.00
Union Dues - 16147	7/16/2026	\$43.50
Union Dues - 16148	7/16/2026	\$45.00
Union Dues - 16149	7/16/2026	\$46.00
Union Dues - 16150	7/16/2026	\$45.00
Union Dues - 16151	7/16/2026	\$63.00
Union Dues - 16152	7/16/2026	\$21.50
Union Dues - 16153	7/16/2026	\$42.00
Union Dues - 16154	7/16/2026	\$42.00
Union Dues - 16155	8/3/2026	\$44.50
Union Dues - 16156	8/3/2026	\$64.50
Union Dues - 16157	8/3/2026	\$51.00
Union Dues - 16159	8/3/2026	\$44.50
Union Dues - 16161	8/3/2026	\$38.00
Union Dues - 16163	8/3/2026	\$37.00
Union Dues - 16165	8/3/2026	\$43.50
Union Dues - 16166	8/3/2026	\$45.00
Union Dues - 16167	8/3/2026	\$46.00
Union Dues - 16168	8/3/2026	\$45.00
Union Dues - 16169	8/3/2026	\$63.00
Union Dues - 16170	8/3/2026	\$21.50
Union Dues - 16171	8/3/2026	\$42.00
Union Dues - 16172	8/3/2026	\$42.00

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Reference Number: 40625 80244859	Badger Meter 7/30/2026	\$510.58 \$510.58 2026*07 492 cellular meters
Reference Number: 40626 2026 Aug*RWWTP	City of Chehalis 8/5/2026	\$21,123.00 \$21,123.00 2026*08 Monthly Sewer Treatment Costs
Reference Number: 40627 2026*08 Petty Cash Reimb	City of Napavine 8/6/2026	\$35.11 \$35.11 Petty Cash Reimb
Reference Number: 40628 10661	Confederated Tribes of The Chehalis Res 6/30/2026	\$700.00 \$700.00 Wing 6/18-6/25 8 days
Reference Number: 40629 NV0000194 Isom	Dept of Licensing Firearms Desk 7/30/2026	\$18.00 \$18.00 NV0000194 Isom
Reference Number: 40630 2026*08 LEOFF 1 Med Part B	Duane Elwood 8/5/2026	\$202.90 \$202.90 2026*08 Medical Insurance Premium Part
Reference Number: 40631 2026*may,june,july indegent	Jacob Clark- Attorney at Law 7/30/2026	\$11,355.00 \$11,355.00 2026*may,june,july indegent
Reference Number: 40632 292377	Joseph O. Enbody 7/26/2026	\$837.50 \$837.50 2026*July 2.5 Units
Reference Number: 40633 2026*06 Prisoner bill	LCSS-Corrections Bureau 8/5/2026	\$114.06 \$114.06 2026*06- #1 of beds days
Reference Number: 40634 104755002*2026 Aug 104755003*2026 Aug 104755004*2026 Aug	Lewis County PUD 7/24/2026 7/24/2026 7/24/2026	\$5,224.77 \$35.28 6/17/2026-7/19/2026 E Park ST \$35.28 6/17/2026-7/19/2026 305 2nd Ave NE "Tri \$61.93 6/17/2026-7/19/2026 Wa. & 2nd ST Traffic

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
104755005*2026 Aug	7/24/2026	\$50.96 6/17/2026-7/19/2026 Ball Park Lights/207
104755006*2026 Aug	7/24/2026	\$51.12 6/17/2026-7/19/2026 Linhart Ave Lights
104755007*2026 Aug	7/24/2026	\$40.93 6/17/2026-7/19/2026 Overpass/2nd Ave N
104755008*2026 Aug	7/24/2026	\$79.18 6/17/2026-7/19/2026 113 2nd Ave SE
104755009*2026 Aug	7/24/2026	\$46.88 6/17/2026-7/19/2026 207 Washington ST
104755010*2026 Aug	7/31/2026	\$38.20 6/22/2026-7/26/2026 191 Hamilton RD
104755011*2026 Aug	7/24/2026	\$39.83 6/17/2026-7/19/2026 Stadium Way ST Lig
104755012*2026 Aug	7/24/2026	\$49.07 6/17/2026-7/19/2026 Birch Ave SW Traffic
104755014*2026 Aug	7/24/2026	\$37.31 6/17/2026-7/19/2026 WA Street Lighting
104755015*2026 Aug	7/24/2026	\$43.27 6/17/2026-7/19/2026 Camden Way ST L
104755016*2026 Aug	7/24/2026	\$41.08 6/17/2026-7/19/2026 Parkside Loop ST Li
104755017*2026 Aug	7/24/2026	\$83.72 6/17/2026-7/19/2026 3rd Ave NW/Pump S
104755018*2026 Aug	7/24/2026	\$965.36 6/25/2026-7/24/2026 Various Street Lights
104755019*2026 Aug	7/24/2026	\$59.82 6/17/2026-7/19/2026 Chieri CT Sewer Sta
104755020*2026 Aug	7/24/2026	\$1,274.12 6/17/2026-7/19/2026 Birch - Well #5/Birch
104755021*2026 Aug	7/24/2026	\$292.70 6/17/2026-7/19/2026 E Jefferson ST Pum
104755022*2026 Aug	7/24/2026	\$211.81 6/17/2026-7/19/2026 Rush RD Pump - 11
104755023*2026 Aug	7/24/2026	\$43.12 6/17/2026-7/19/2026 Rowell ST E Pump V
104755024*2026 Aug	7/24/2026	\$87.87 6/17/2026-7/19/2026 Front ST E Pump W
104755025*2026 Aug	7/24/2026	\$214.07 6/17/2026-7/19/2026 207 W Washington -
104755026*2026 Aug	7/31/2026	\$43.05 6/22/2026-7/26/2026 611 Koontz RD Ligh
115588001*2026 Aug	7/24/2026	\$60.13 6/17/2026-7/19/2026 Rathburn ST
115588002*2026 Aug	7/24/2026	\$43.67 6/17/2026-7/19/2026 4th & Stella ST Light
124227002*2026 Aug	7/31/2026	\$650.79 6/22/2026-7/26/2026 1206 Rush RD - We
124227003*2026 Aug	7/24/2026	\$289.26 6/17/2026-7/19/2026 City Hall - 407 Birch
128323001*2026 Aug	7/24/2026	\$35.28 6/17/2026-7/19/2026 207 W Washington S
128578001*2026 Aug	7/31/2026	\$46.10 6/22/2026-7/26/2026 Rush RD Lights
128578002*2026 Aug	7/31/2026	\$39.92 6/22/2026-7/26/2026 Rush RD Lights - 17
128578003*2026 Aug	7/24/2026	\$39.18 6/17/2026-7/19/2026 Sommerville RD Ligh
128578004*2026 Aug	7/24/2026	\$43.36 6/17/2026-7/19/2026 7th Ave Security Ligh
128578005*2026 Aug	7/24/2026	\$51.12 6/17/2026-7/19/2026 555 2nd Ave NE Par

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Reference Number: 40635	Mrs. Klean Janitorial	\$634.00
INV 2698	8/1/2026	\$634.00
Reference Number: 40636	Napavine Ace Hardware	\$497.10
1002474	7/2/2026	\$18.37 Tube Sealant 16oz
1002870	7/6/2026	\$58.81 Marking Paint
1003017	7/7/2026	\$59.44 Professional Respirator
1003150	7/8/2026	\$46.45 Impulse Sprinkler & Hose Flexogen
1003712	7/13/2026	\$59.61 Paint Mixer, Bucket, Thinner and Funnel
1003729	7/13/2026	\$17.48 Wire Brush, Multi Mix Container, Plstc Buc
1003733	7/13/2026	\$4.31 Plastic Pail
1004092	7/16/2026	\$4.31 Trap Mouse 2PK
1004178	7/17/2026	\$19.45 Contractor Bags 55G
1004701	7/21/2026	\$16.20 Cord Bungee Set 20PK
1004823	7/22/2026	\$10.80 Impulse Sprinkler
1004851	7/23/2026	\$41.95 Pipe PVC, PV RP CPL, Wire Brush * 4th /
1004951	7/24/2026	\$25.49 Cleaner Simple Green/Toilet Plunger
1005348	7/27/2026	\$38.38 Hose Clamp and Coupling 3/4
1005358	7/27/2026	\$9.05 Hose Clamp Band SAE 12/16 x 3
1005432	7/28/2026	\$48.63 Super Stiff Push Broom 24"
1005450	7/28/2026	\$18.37 Multi ANGL Wash Brush 2"
Reference Number: 40637	Pete Hinton	\$65.00
2026*07 Interpreter Service	8/5/2026	\$65.00 2026*07 Interpreter Service
Reference Number: 40638	Sarah Berry c/o Duane Elwood	\$317.00
2026*Aug LEOFF 1 Medical	8/5/2026	\$317.00 2026*Aug LEOFF 1 Medical
Reference Number: 40639	Transient Vendor	\$78.03
2026*08 1219.0 O'Hara	8/5/2026	\$78.03 Refund Overpayment 1219.0 O'Hara
Reference Number: 40640	Transient Vendor	\$3.75

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
2026*08 1318.1 Kimball	8/5/2026	\$3.75 Refund Overpayment Kimball 1318.1
Reference Number: 40641	Transient Vendor	\$40.96
2026*08 3056.0 Whitehead	8/5/2026	\$40.96 Refund Overpayment Whitehead 3056.0
Reference Number: 40642	Transient Vendor	\$7.79
2026*08 3143.0 Homefirst Dev	8/5/2026	\$7.79 Refund Overpayment 3143.0Homefirst
Reference Number: 40643	Travers Electric	\$140.53
154094	7/30/2026	\$140.53 troubleshoot pump panel
Reference Number: 40644	Tyler Rental	\$968.22
136805-2	8/4/2026	\$968.22 Mini Excavator/mower flail
Reference Number: 40645	US Cellular/T-Mobile	\$1,094.92
0820623081	7/12/2026	\$1,094.92 2026*7/12-8/11 PD/Court/PW mifi
Reference Number: 40646	Vander Stoep, Blinks, Jones & Unzelman	\$2,000.00
2026*Aug Judge	8/5/2026	\$2,000.00 2026-Aug Judge
Reference Number: 40647	WA Dept of Transportation	\$4,050.64
RE*FB91458001271	7/31/2026	\$4,050.64 2026*07 Fuel
Reference Number: 40648	Washington State Patrol	\$24.00
O2700530	8/5/2026	\$24.00 CPL Background Checks Isom/Young
Reference Number: 40649	Whisler Communications	\$57.26
18528	8/3/2026	\$57.26 kenwood Antenna/cable
Reference Number: EFT*20260801	AFLAC Remittance Processing	\$728.21
Aflac - 16139	7/16/2026	\$32.36
Aflac - 16142	7/16/2026	\$60.71

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Aflac - 16147	7/16/2026	\$28.47
Aflac - 16156	8/3/2026	\$32.37
Aflac - 16160	8/3/2026	\$60.71
Aflac - 16165	8/3/2026	\$28.47
Aflac Disability - 16142	7/16/2026	\$47.84
Aflac Disability - 16143	7/16/2026	\$63.44
Aflac Disability - 16144	7/16/2026	\$68.54
Aflac Disability - 16147	7/16/2026	\$62.73
Aflac Disability - 16160	8/3/2026	\$47.84
Aflac Disability - 16161	8/3/2026	\$63.44
Aflac Disability - 16162	8/3/2026	\$68.55
Aflac Disability - 16165	8/3/2026	\$62.74
Reference Number: EFT*20260802	Vimly Benefit Solutions, Inc	\$2,300.94
Medical/Dental - 16160	8/3/2026	\$1,123.62
Medical/Dental - 16162	8/3/2026	\$1,177.32
Reference Number: EFT*20260803	Retirees Welfare Trust - Northwest Amini	\$758.80
Retiree Medical - 16138	7/16/2026	\$94.85
Retiree Medical - 16139	7/16/2026	\$94.85
Retiree Medical - 16140	7/16/2026	\$94.85
Retiree Medical - 16141	7/16/2026	\$94.85
Retiree Medical - 16155	8/3/2026	\$94.85
Retiree Medical - 16156	8/3/2026	\$94.85
Retiree Medical - 16157	8/3/2026	\$94.85
Retiree Medical - 16159	8/3/2026	\$94.85
Reference Number: EFT*20260803a	Washington Teamsters Welfare Trust	\$22,568.80
Medical /Dental/Vision - 16155	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16156	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16157	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16159	8/3/2026	\$1,564.20

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Medical /Dental/Vision - 16160	8/3/2026	\$17.10
Medical /Dental/Vision - 16161	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16162	8/3/2026	\$17.10
Medical /Dental/Vision - 16163	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16165	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16166	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16167	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16168	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16169	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16171	8/3/2026	\$1,564.20
Medical /Dental/Vision - 16172	8/3/2026	\$1,564.20
Medical Dental Vision - 16138	7/16/2026	\$100.00
Medical Dental Vision - 16139	7/16/2026	\$100.00
Medical Dental Vision - 16140	7/16/2026	\$100.00
Medical Dental Vision - 16141	7/16/2026	\$100.00
Medical Dental Vision - 16147	7/16/2026	\$100.00
Medical Dental Vision - 16148	7/16/2026	\$100.00
Medical Dental Vision - 16149	7/16/2026	\$100.00
Medical Dental Vision - 16150	7/16/2026	\$100.00
Medical Dental Vision - 16151	7/16/2026	\$100.00
Medical Dental Vision - 16153	7/16/2026	\$100.00
Medical Dental Vision - 16154	7/16/2026	\$100.00
Medical Dental Vision - 16155	8/3/2026	\$100.00
Medical Dental Vision - 16156	8/3/2026	\$100.00
Medical Dental Vision - 16157	8/3/2026	\$100.00
Medical Dental Vision - 16159	8/3/2026	\$100.00
Medical Dental Vision - 16165	8/3/2026	\$100.00
Medical Dental Vision - 16166	8/3/2026	\$100.00
Medical Dental Vision - 16167	8/3/2026	\$100.00
Medical Dental Vision - 16168	8/3/2026	\$100.00
Medical Dental Vision - 16169	8/3/2026	\$100.00
Medical Dental Vision - 16171	8/3/2026	\$100.00

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Medical Dental Vision - 16172	8/3/2026	\$100.00
Reference Number: EFT*20260804	Nationwide Retirement Solutions	\$9,559.46
Deferred Comp - 16139	7/16/2026	\$300.00
Deferred Comp - 16140	7/16/2026	\$150.00
Deferred Comp - 16141	7/16/2026	\$300.00
Deferred Comp - 16142	7/16/2026	\$673.50
Deferred Comp - 16143	7/16/2026	\$75.00
Deferred Comp - 16144	7/16/2026	\$300.00
Deferred Comp - 16145	7/16/2026	\$100.00
Deferred Comp - 16147	7/16/2026	\$150.00
Deferred Comp - 16148	7/16/2026	\$300.00
Deferred Comp - 16149	7/16/2026	\$75.00
Deferred Comp - 16150	7/16/2026	\$307.74
Deferred Comp - 16151	7/16/2026	\$150.00
Deferred Comp - 16154	7/16/2026	\$150.00
Deferred Comp - 16156	8/3/2026	\$300.00
Deferred Comp - 16157	8/3/2026	\$150.00
Deferred Comp - 16159	8/3/2026	\$300.00
Deferred Comp - 16160	8/3/2026	\$673.50
Deferred Comp - 16161	8/3/2026	\$75.00
Deferred Comp - 16162	8/3/2026	\$300.00
Deferred Comp - 16163	8/3/2026	\$100.00
Deferred Comp - 16165	8/3/2026	\$150.00
Deferred Comp - 16166	8/3/2026	\$300.00
Deferred Comp - 16167	8/3/2026	\$75.00
Deferred Comp - 16168	8/3/2026	\$307.74
Deferred Comp - 16169	8/3/2026	\$150.00
Deferred Comp - 16172	8/3/2026	\$150.00
Deferred Comp Match - 16156	8/3/2026	\$300.00
Deferred Comp Match - 16157	8/3/2026	\$150.00
Deferred Comp Match - 16159	8/3/2026	\$300.00

- August 2026 1st Council Meeting

Reference	Date	Amount	Notes
Deferred Comp Match - 16160	8/3/2026	\$723.49	
Deferred Comp Match - 16161	8/3/2026	\$75.00	
Deferred Comp Match - 16162	8/3/2026	\$723.49	
Deferred Comp Match - 16163	8/3/2026	\$100.00	
Deferred Comp Match - 16165	8/3/2026	\$150.00	
Deferred Comp Match - 16166	8/3/2026	\$300.00	
Deferred Comp Match - 16167	8/3/2026	\$75.00	
Deferred Comp Match - 16168	8/3/2026	\$300.00	
Deferred Comp Match - 16169	8/3/2026	\$150.00	
Deferred Comp Match - 16172	8/3/2026	\$150.00	
Reference Number: EFT*20260805	Dept of Treasury Internal Revenue Servic	\$7,997.11	
Federal Income Tax - 16155	8/3/2026	\$435.85	
Federal Income Tax - 16156	8/3/2026	\$761.81	
Federal Income Tax - 16157	8/3/2026	\$872.39	
Federal Income Tax - 16158	8/3/2026	\$0.00	
Federal Income Tax - 16159	8/3/2026	\$550.98	
Federal Income Tax - 16160	8/3/2026	\$424.42	
Federal Income Tax - 16161	8/3/2026	\$357.68	
Federal Income Tax - 16162	8/3/2026	\$631.96	
Federal Income Tax - 16163	8/3/2026	\$132.65	
Federal Income Tax - 16164	8/3/2026	\$126.00	
Federal Income Tax - 16165	8/3/2026	\$386.49	
Federal Income Tax - 16166	8/3/2026	\$198.67	
Federal Income Tax - 16167	8/3/2026	\$205.85	
Federal Income Tax - 16168	8/3/2026	\$269.27	
Federal Income Tax - 16169	8/3/2026	\$405.98	
Federal Income Tax - 16170	8/3/2026	\$0.00	
Federal Income Tax - 16171	8/3/2026	\$274.76	
Federal Income Tax - 16172	8/3/2026	\$225.27	
Medicare - 16155	8/3/2026	\$50.61	
Medicare - 16155 (2)	8/3/2026	\$50.61	

- August 2026 1st Council Meeting

Reference	Date	Amount	Notes
Medicare - 16156	8/3/2026	\$79.44	
Medicare - 16156 (2)	8/3/2026	\$79.44	
Medicare - 16157	8/3/2026	\$80.88	
Medicare - 16157 (2)	8/3/2026	\$80.88	
Medicare - 16158	8/3/2026	\$14.50	
Medicare - 16158 (2)	8/3/2026	\$14.50	
Medicare - 16159	8/3/2026	\$62.55	
Medicare - 16159 (2)	8/3/2026	\$62.55	
Medicare - 16160	8/3/2026	\$64.00	
Medicare - 16160 (2)	8/3/2026	\$64.00	
Medicare - 16161	8/3/2026	\$43.72	
Medicare - 16161 (2)	8/3/2026	\$43.72	
Medicare - 16162	8/3/2026	\$65.06	
Medicare - 16162 (2)	8/3/2026	\$65.06	
Medicare - 16163	8/3/2026	\$39.43	
Medicare - 16163 (2)	8/3/2026	\$39.43	
Medicare - 16164	8/3/2026	\$21.01	
Medicare - 16164 (2)	8/3/2026	\$21.01	
Medicare - 16165	8/3/2026	\$48.57	
Medicare - 16165 (2)	8/3/2026	\$48.57	
Medicare - 16166	8/3/2026	\$49.15	
Medicare - 16166 (2)	8/3/2026	\$49.15	
Medicare - 16167	8/3/2026	\$38.39	
Medicare - 16167 (2)	8/3/2026	\$38.39	
Medicare - 16168	8/3/2026	\$48.72	
Medicare - 16168 (2)	8/3/2026	\$48.72	
Medicare - 16169	8/3/2026	\$54.63	
Medicare - 16169 (2)	8/3/2026	\$54.63	
Medicare - 16170	8/3/2026	\$14.07	
Medicare - 16170 (2)	8/3/2026	\$14.07	
Medicare - 16171	8/3/2026	\$48.81	
Medicare - 16171 (2)	8/3/2026	\$48.81	

- August 2026 1st Council Meeting

Reference	Date	Amount Notes
Medicare - 16172	8/3/2026	\$45.00
Medicare - 16172 (2)	8/3/2026	\$45.00
Reference Number: EFT*20260806	Dept of Retirement Systems	\$6,750.15
Emp Rtmt - 16155	8/3/2026	\$181.57
Emp Rtmt - 16156	8/3/2026	\$290.39
Emp Rtmt - 16157	8/3/2026	\$288.23
Emp Rtmt - 16159	8/3/2026	\$220.98
Emp Rtmt - 16160	8/3/2026	\$246.30
Emp Rtmt - 16161	8/3/2026	\$168.25
Emp Rtmt - 16162	8/3/2026	\$250.38
Emp Rtmt - 16163	8/3/2026	\$151.74
Emp Rtmt - 16165	8/3/2026	\$186.91
Emp Rtmt - 16166	8/3/2026	\$189.16
Emp Rtmt - 16167	8/3/2026	\$147.72
Emp Rtmt - 16168	8/3/2026	\$187.48
Emp Rtmt - 16169	8/3/2026	\$210.24
Emp Rtmt - 16171	8/3/2026	\$187.82
Emp Rtmt - 16172	8/3/2026	\$173.18
Taxable Retirement - 16155	8/3/2026	\$291.12
Taxable Retirement - 16156	8/3/2026	\$465.60
Taxable Retirement - 16157	8/3/2026	\$462.14
Taxable Retirement - 16159	8/3/2026	\$354.31
Taxable Retirement - 16160	8/3/2026	\$237.48
Taxable Retirement - 16161	8/3/2026	\$162.22
Taxable Retirement - 16162	8/3/2026	\$314.09
Taxable Retirement - 16163	8/3/2026	\$146.30
Taxable Retirement - 16165	8/3/2026	\$180.21
Taxable Retirement - 16166	8/3/2026	\$182.38
Taxable Retirement - 16167	8/3/2026	\$142.43
Taxable Retirement - 16168	8/3/2026	\$180.76
Taxable Retirement - 16169	8/3/2026	\$202.70

- August 2026 1st Council Meeting

Reference	Date	Amount	Notes
Taxable Retirement - 16171	8/3/2026	\$181.09	
Taxable Retirement - 16172	8/3/2026	\$166.97	
Reference Number: EFT*20260807	DE Lage Landen Financial Services	\$514.59	
597973477	7/21/2026	\$257.29	2026 7/15-8/14 Sharp MX307105 CITY H
597973513	7/21/2026	\$257.30	2026 - 7/15-8/14 Sharp MX3071 PD/COU
Reference Number: EFT*20260808	Dept of Licensing Firearms Desk	\$18.00	
NV0000193 Young	7/30/2026	\$18.00	NV0000193 Young
Reference Number: EFT*20260809	Centurylink	\$56.48	
2026*08 Well Tlemetry 206T21	7/21/2026	\$56.48	2026- 7/21-8/20 Well Telemetry 206T21
Reference Number: EFT*20260810	Employment Security Dept.	\$1,378.20	
2026 Q2 Nichols	8/4/2026	\$1,378.20	2026 Q2 Nichols
Reference Number: EFT*20260811	USDA Rural Develop Office	\$11,355.00	
2026*06 USDA Water Loan	8/6/2026	\$11,355.00	Water Reservoir Loan 2026*06
Reference Number: EFT*20260812	WAVE	\$112.10	
138091001-0012371	8/1/2026	\$112.10	2026-8/1-8/31 Mayme
Reference Number: EFT*20260813	WAVE	\$118.22	
138396801-0012371	8/1/2026	\$118.22	2026- 8/1-8/31 WAVE Phone PD
Reference Number: EFT*20260814	WAVE	\$112.10	
138396701-0012371	8/1/2026	\$112.10	2026* 8/1-8/31 WAVE Phone & Internet P
Reference Number: EFT*20260815	WAVE	\$103.35	
032768701-0012359	7/26/2026	\$103.35	2026*7/23-8/22 WAVE Phone & Internet I

- August 2026 1st Council Meeting

Reference	Date	Amount	Notes
Reference Number: July 16-31, 2026	Payroll Vendor	\$42,564.32	
ACH Pay - 16155	8/3/2026	\$2,397.89	
ACH Pay - 16156	8/3/2026	\$3,518.78	
ACH Pay - 16157	8/3/2026	\$3,652.50	
ACH Pay - 16158	8/3/2026	\$970.97	
ACH Pay - 16159	8/3/2026	\$2,716.24	
ACH Pay - 16160	8/3/2026	\$2,835.14	
ACH Pay - 16161	8/3/2026	\$2,218.15	
ACH Pay - 16162	8/3/2026	\$3,063.65	
ACH Pay - 16163	8/3/2026	\$2,217.08	
ACH Pay - 16164	8/3/2026	\$1,262.22	
ACH Pay - 16165	8/3/2026	\$2,287.54	
ACH Pay - 16166	8/3/2026	\$2,458.43	
ACH Pay - 16167	8/3/2026	\$1,982.73	
ACH Pay - 16168	8/3/2026	\$2,355.31	
ACH Pay - 16169	8/3/2026	\$2,718.28	
ACH Pay - 16170	8/3/2026	\$917.81	
ACH Pay - 16171	8/3/2026	\$2,665.58	
ACH Pay - 16172	8/3/2026	\$2,326.02	
Total		\$158,350.95	

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

Accounts Payable Aug	74	12	50,100.12	40625-40649
Payroll Vendors	1	1	1,255.00	40623
Electronic Pay (Aug)	9	9	13,768.04	EFT*20260807-15
Electronic Payroll	7	7	50,663.47	EFT*20260801-06
ACH Direct Deposit	18	18	42,564.32	Payroll Jul16-31., 2026
Total Vouchers	109	47	\$158,350.95	

40625 replaced lost check in mail to USPS

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

- August 2026 1st Council Meeting

Reference	Date	Amount	Notes
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MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS _DAY OF _____, 2026



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: August 11th, 2026

Legal Review Required: ☒ Yes ☐ No

Department: Public Works

Submitted By: Will Tastad

Agenda Item Title: ILA with Chehalis for permit review and building inspections.

Agenda Type:

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background:

The city of Napavine would like to enter an Interlocal Agreement with the City of Chehalis for the purpose of permit review and building inspection.

Fiscal Impact:

☒ None ☐ Budgeted: ☒ Yes ☐ No

Estimated Cost: \$ Funding Source:

Reviewed by Treasurer/Signature: _____

Attachments:

☐ Resolution ☐ Ordinance ☒ Agreement/Contract ☐ Maps/Exhibits ☐ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHEHALIS AND THE CITY OF
NAPAVINE FOR BUILDING PLAN REVIEW, BUILDING INSPECTION SERVICES, AND
BUILDING CODE ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Chehalis, Washington, a municipal corporation, hereinafter referred to as “Chehalis”, and the City of Napavine, Washington, a municipal corporation, hereinafter referred to as “Napavine”, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW,

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, cities are required by Chapter 19.27 RCW to enforce the state building code; and

WHEREAS, any county or city may contract with another county, city, or inspection agency approved by the county or city for enforcement of the state building code within its jurisdictional boundaries; and

WHEREAS, pursuant to section 15.04.060 of the Napavine Municipal Code, the State Building Code, as adopted by Napavine in Section 15.04.030 of the Napavine Municipal Code, shall be administered and enforced by any such person or governmental entity as the Napavine City council may by resolution appoint; and

WHEREAS, pursuant to RCW 39.34.030(1), Chehalis is expressly authorized to enter into interlocal agreements to carry out such duties in the incorporated areas of Napavine, and Chehalis has the staff and resources available to provide certain other services in Napavine at an effective and cost-efficient manner; and

WHEREAS, Chehalis and Napavine find it mutually beneficial and in the public interest to enter into an interlocal services agreement for Chehalis to provide building plan review, construction inspection, and building code enforcement services to the City of Napavine residents;

NOW, THEREFORE, THE CITY OF CHEHALIS AND THE CITY OF NAPA VINE AGREE AS FOLLOWS:

SECTION 1. PURPOSE, DURATION, AND TERMINATION OF THIS AGREEMENT.

1.1 Purpose. The purpose of this Agreement is to ensure high quality and uninterrupted building code inspection, building plan review, and building code enforcement services to the Napavine Residents.

1.2 Duration. This Agreement shall take effect upon mutual execution and all of the following events have occurred:

- 1.2.1 Approval of the Agreement by the official action of the governing bodies of each of the parties;
- 1.2.2 Execution of the Agreement by the duly authorized representative of each of the parties; and
- 1.2.3 Posting a copy of this Agreement to the parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.

1.3 Termination. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party. The City of Chehalis shall complete any in-progress work during the sixty (60) day notice period and the City of Chehalis shall be paid its final invoice for such services upon presentation of the invoice. Any records shall be transferred or disposed of in accordance with an agreement of the parties at termination.

SECTION 2. SCOPE OF BUILDING CODE PLAN REVIEW INSPECTION AND ENFORCEMENT SERVICES. The scope of services provided by Chehalis within the Napavine City addressed by this Agreement shall be as specified in Sections 4 and 5 of this Agreement, and any attached Appendix or Amendment incorporated herein by reference as if fully set forth.

SECTION 3. FINANCIAL ADMINISTRATION. For the services set forth herein, Napavine shall pay to Chehalis the fair cost for providing building code inspection, building plan review, and building code enforcement services at the actual 2026 hourly rate plus fringe, for the building official totaling \$66.06, plus 2026 per diem mileage reimbursement rate of \$0.725 cents per mile, as established by the Washington Office of Financial Management. Mileage shall be assessed portal to portal. Fair cost provisions shall be recurrently reassessed in January of each year this contract remains in effect. Chehalis shall notify Napavine in writing of any increase in fair cost provisions no later than October 1 of the year prior to said annual increase. Napavine shall remit payment to Chehalis within thirty days of receiving an invoice from Chehalis.

SECTION 4. RESPONSIBILITIES OF CHEHALIS. Chehalis agrees to provide the following code inspection; plans review and enforcement services to Napavine as outlined below.

4.1 Introduction

4.1.1 Napavine is requesting provisions for Building Code Plan Review, Building Code Inspections, and Building Code Enforcement services. Napavine provides building plan review, inspection, and enforcement of the Washington State Building Code as promulgated and adopted by the Washington Building Code Council in WAC Title 51-04 through 51-56. Permit requirements are included in these functions. Napavine wishes to continue this service by contracting these duties on an as-needed basis.

4.2 Qualification Requirements

4.2.1 ICC Qualified Building Official credentials.

4.2.2 Knowledge of building construction principles and practices.

4.2.3 Valid liability and errors and/or omissions insurance.

4.2.4 Must provide and maintain their own equipment and cover all costs associated with providing services.

4.3 Scope of Work

4.3.1 Must be able to perform the following services in a timely and reasonable manner:

4.3.1.1 Chehalis shall provide to Napavine, consultation services regarding building code inspection and enforcement services to include assisting Napavine personnel as necessary in the provisions of said services.

4.3.1.2 Provide timely replies to inquiries regarding application of the Washington State Building Code, to include reasonable availability on an as needed basis. Inquiries include meetings, emails, and telephone calls.

4.3.1.3 Provide assistance to Napavine regarding life safety inspections that exceed their scope of practice, expertise, or certification level to include; corrective actions required, interaction with property owners/occupants/developers regarding corrective actions required to meet compliance, and inspection follow-up to confirm code compliance.

4.3.1.4 Provide all completed Building Code Related documents to Napavine Community Development for filing.

4.3.1.5 Conduct specialty inspections to include permitting as required.

4.3.2 Chehalis will perform any plan reviews and associated follow-ups as reasonably requested by Napavine.

4.3.3 Other associated Building Code Inspection and Enforcement work may be performed when mutually agreed upon by the individuals designated in Section 6 of this Agreement from Chehalis and Napavine.

4.3.4 Napavine welcomes input from Chehalis on the operation of its building plan review, construction inspection, and Washington State Building Code enforcement service. Any operational concern should initially be raised with Napavine. In addition, if regular meetings are deemed necessary by Chehalis to discuss issues regarding services provided, they will be arranged by the individuals designated in Section 6 of this Agreement from Chehalis and Napavine.

SECTION 5. RESPONSIBILITIES OF NAPAVINE. Napavine agrees to meet the following responsibilities under this Agreement:

5.1 Napavine shall grant Chehalis personnel assigned to provide building code inspection, building plan review, and building code enforcement services the authority to enforce the provisions of Chapter 51-50 WAC as it now exists or is hereafter amended, recodified, or replaced, and associated Building Official duties as authorized pursuant to Chapter 51-50 WAC pertaining to building code infractions.

5.2 Napavine shall provide to Chehalis personnel assigned to building code inspection, building plan review, and building code enforcement services, the assistance of Napavine personnel necessary to assist Chehalis in providing building code inspection and enforcement services.

5.3 Provide for payment of the services provided for in this Agreement upon receipt of and in accordance with the payment terms of a properly constituted and prepared invoice by Chehalis.

SECTION 6. ADMINISTRATION. This Agreement shall be administered by the Napavine Mayor and the Chehalis City Manager.

SECTION 7. DISPUTE RESOLUTION, VENUE, AND JURISDICTION. In the event of a dispute between Napavine and Chehalis regarding the delivery of services under this Agreement, the Napavine Public Works Director and Chehalis Community Development Director shall review such disputes and options for resolution. Any dispute not resolved by these representatives shall be referred to the Mayor of Napavine and the City Manager of Chehalis. The decision of the Mayor of Napavine and the City Manager of Chehalis regarding the dispute shall be final as between the parties.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and Mayor of Napavine may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgement or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit, or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

SECTION 8. INDEPENDENT CONTRACTOR. As used in this Agreement “Napavine” means the party that solicits and pays for services and “Chehalis” means the party that contracts to provide those services. Chehalis is and shall at all times be deemed to be an independent contractor in the provision of those services set forth in this Agreement. Nothing herein or in any of the Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between Napavine and Chehalis or between any of Chehalis’s employees or agents. Chehalis shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incidental to the performance of services by Chehalis pursuant to this Agreement. Nothing in this Agreement shall make any employee of Chehalis an employee of Napavine or any employee of Napavine an employee of Chehalis for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers’ compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 9. HOLD HARMLESS/INDEMNIFICATION.

9.1 Chehalis Indemnification of Napavine. Chehalis shall indemnify, defend, save, and hold harmless Napavine, its officers, officials, agents, and employees, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including costs and attorneys’ fees in defense thereof for personal injury, or death of persons (including employees of Napavine), or damage to property, or the violation of any person’s civil rights, which is caused by or arises out of Chehalis’s acts, errors, or omissions with respect to the subject matter of this Agreement; provided, however,

9.1.1 Chehalis’s obligation to indemnify, defend, save, and hold harmless shall not extend to injuries, sickness, death, damage, or civil rights violations caused by or resulting from the sole negligence of Napavine, its officers, agents, or employees; and

9.1.2 Chehalis’s obligation to indemnify, defend, save, and hold harmless for injuries, sickness, death, damage, or civil rights violations caused by or resulting from the

concurrent actions or negligence of Chehalis and Napavine shall apply only to the extent that Chehalis's actions or negligence caused or contributed thereto.

9.2 Napavine Indemnification of Chehalis. Napavine shall indemnify, defend, save, and hold harmless Chehalis, its officials, officers, agents, and employees, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof for personal injury, or death of persons (including employees of Napavine), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Napavine's acts, errors or omissions with respect to the subject matter of this Agreement; provided, however,

9.2.1 Napavine's obligation to indemnify, defend, save, and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Chehalis, its officers, agent or employees; and

9.2.2 Napavine's obligation to indemnify, defend, save, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Napavine and Chehalis shall apply only to the extent that Napavine's actions or negligence caused or contributed thereto.

9.3 Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

9.4 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, each party's respective obligations hereunder shall apply only to the percentage of fault attributable to such party, its officers, officials, employees, and agents.

9.5 The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9.6 Indemnification for Events Occurring Prior to Termination of Services. The obligation to indemnify, defend, save, and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring

after the last day building plan review services are provided under this Agreement. The obligation of a party to indemnify, defend, save, and hold harmless under Sections 9.1 and 9.2 shall survive termination of this Agreement for any event that occurred prior to such termination.

SECTION 10. ASSIGNMENT/SUBCONTRACTING. Neither Napavine nor Chehalis shall transfer or assign, in whole or in part, any of all of their respective rights or obligations under this Agreement without prior written consent of the other. Chehalis shall not subcontract for the provision of any services it is to provide Napavine under this Agreement without the prior written consent of Napavine.

SECTION 11. NON-DISCRIMINATION. In connection with the provision of services pursuant to this Agreement, Chehalis shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. Chehalis and Napavine each certify that it is an Equal Employment Opportunity Employer.

SECTION 12. NO THIRD PARTY BENEFICIARY. Chehalis does not intend by this Agreement to assume any contractual obligations to anyone other than Napavine. Napavine does not intend by this Agreement to assume any contractual obligations to anyone other than Chehalis. Napavine and Chehalis do not intend there be any third-party beneficiary to this Agreement.

SECTION 13. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid, and addressed to:

City of Chehalis
350 N Market Boulevard
Chehalis, WA 98532

City of Napavine
P.O. Box 810
Napavine, WA 98565

Either Napavine or Chehalis, giving the other notice of such change as provided in this section may change the name and address to which notices shall be directed.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement or Agreement incorporated in the Agreement shall be deemed of construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

SECTION 16. AMENDMENT. The provisions of this Agreement may be amended with the mutual written consent of the parties. No addition to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agent of both parties.

SECTION 17. DOCUMENT EXECUTION AND FILING. Napavine and Chehalis agree that there shall be duplicate originals of this Agreement procured and distributed for signature by the necessary officials of Napavine and Chehalis. Upon execution, the executed duplicate of this Agreement shall be returned to the Napavine City Clerk. The Napavine City Clerk and Chehalis City Clerk shall either post a copy of this Agreement to the parties websites or record a copy of the Agreement with the County Auditor as required by RCW 39.34.040. Upon receipt by the Napavine City Clerk of the duplicate originals, each such duplicate original shall constitute an agreement binding upon both Napavine and Chehalis.

SECTION 18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

SECTION 19. NO SEPARATE LEGAL ENTITY. No separate legal entity shall be created by this Agreement.

SECTION 20. NO SEPARATE OR JOINT BUDGET CREATED. No separate or joint budget is created by this Agreement, and this Agreement does not contemplate acquisition or disposal of any property. If the parties do jointly purchase or acquire any personal or real property, then upon termination of this Agreement, any jointly purchased or acquired property shall be disposed of in such manner as may be agreed upon between the parties. If the parties hereto cannot agree on disposition of jointly purchased or acquired property, then such disagreement shall constitute a dispute to be resolved through Dispute Resolution as set forth herein. If any records or equipment become jointly held, the parties shall agree on the disposition of such records and/or equipment upon termination.

SECTION 21. HEADINGS NOT CONTROLLING. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

SECTION 22. COMPLIANCE WITH LAWS. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

SECTION 23. AUTHORITY. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

IN WITNESS WHEREOF, Napavine and Chehalis have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement.

Agreements to be dated as of the ____ day of ____, 2026, the same being subject to ratifying legislative actions of the respective parties, hereto.

CITY OF NAPAVINE , a municipal corporation	CITY OF CHEHALIS , a municipal corporation
NAPAVINE, WASHINGTON	CHEHALIS, WASHINGTON

By: _____
Mayor

By: _____
City Manager

Attest:

By: _____
City Clerk

Approved as to form only:

Napavine City Attorney



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 8/11/2026

Legal Review Required: ☐ Yes ☒ No

Department: Utility Billing

Submitted By: Michelle Davis

Agenda Item Title: Leak Adjustment

Agenda Type: Action Memorandum No. 26-03

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: During August billing large usage amount of 20386 in cub ft. (152,497 gal) alerted review and leak check for acct 2927.0. PW confirmed leak and notified owner. Owner stated that they had a leaking toilet that they had been dealing with and did not realize the extent of water that was being wasted and the impact it would have on the bill. Toilet flapper and seal were replaced and PW was able to confirm that the leak has been corrected. Property has the master meter which reads only during the bi-monthly bill cycles which allowed water loss to be significant before detected. A leak adjustment is pending approval for the August billing cycle in the amount of \$1,709.92. The amount of adjustment was determined by using the billing average usage of **1408 cubic ft.** (10,532 gallons). The current August bill amount is \$2,014.86. The adjustment requested will adjust the August bill to \$304.94.

Fiscal Impact: ☐ Yes ☒ No

☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: \$ Funding Source:

Reviewed by Treasurer/Signature: _____

Attachments:

☐ Resolution ☐ Ordinance ☐ Agreement/Contract ☐ Maps/Exhibits ☒ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 8/11/2026

Legal Review Required: ☐ Yes ☒ No

Department: Utility Billing

Submitted By: Michelle Davis

Agenda Item Title: Leak Adjustment

Agenda Type: Action Memorandum No. 26-04

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: During August billing **account #1262.0** was on the leak alert report reporting current usage at 8776 in cub ft. (65,649 gallons). PW determined leak detected and notified owner. Owner stated that the bathroom their daughter uses was running and would fix itself and recently had got worse without the daughter notifying them. The toilet guts have now been replaced and there is no longer a leak being detected. A leak adjustment is pending approval for the August billing cycle in the amount of \$642.51. The amount of adjustment was determined by using the billing average usage of **1645 cubic ft.** (12,305 gallons). The current August bill amount is \$964.56. The adjustment requested will adjust the August bill to \$322.05.

Fiscal Impact: ☐ Yes ☒ No

☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: \$ Funding Source:

Reviewed by Treasurer/Signature: _____

Attachments:

☐ Resolution ☐ Ordinance ☐ Agreement/Contract ☐ Maps/Exhibits ☒ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 08/11/2026

Department: Public Works

Submitted By: Will Tastad

Legal Review Required: ☒ Yes ☐ No

Already reviewed by City Attorney

Agenda Item Title: Cancellation Request of the Franchise Agreement/Ordinance with Sealink.

Agenda Type: Approval of Cancellation Request of Franchise Agreement/Ordinance

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: Ordinance for the Franchise Agreement between the City of Napavine and Sealink Networks, Inc. Final Review. 1st review of the Franchise Agreement was the council meeting on 07/28/2026. Received a phone call and email from Sealink requesting to cancel the Franchise Agreement/Ordinance as two of Sealink Networks Customers have indicated they no longer have a need for transit to the Lumen Facility crossing I-5 and northeast into Lewis County, which also includes routing through the City of Napavine. Sealink Networks is withdrawing their request in executing a Franchise Agreement as they need to revise their fiber network routing based on customer direction. Note: The Franchise Agreement has not been fully executed as Sealink has not signed the Franchise Agreement. Please see attached Email form Sealink regarding their request.

Fiscal Impact: ☐ Yes ☒ No

☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: N/A Funding Source: N/A

Reviewed by Treasurer/Signature: N/A

Attachments:

☐ Resolution ☐ Ordinance ☐ Agreement/Contract ☐ Maps/Exhibits ☒ Other: Request to cancel executing Franchise Agreement/Ordinance.

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	

Laura Ayers

From: Steve LeVeck <sleveck@sealinknetworks.com>
Sent: Thursday, August 6, 2026 9:48 AM
To: Laura Ayers; Will Tastad
Cc: Katie Williams
Subject: Sealink Networks Franchise Agreement - Cancellation Request

Importance: High

CAUTION: External Email

Hello Luara / Will:

Following up from my discussion with Laura this morning. Two of Sealink Networks customers have indicated they no longer have a need for transit to the Lumen Facility crossing I-5 and northeast into Lewis County, which also includes routing through the City of Napavine.

As such, Sealink Networks is withdrawing our request in executing a Franchise Agreement and to submit for a ROW permit through the City of Napavine. We appreciate the support from Katie, Laura, and the City Attorney through the Franchise Agreement process, but will need to revise our fiber network routing based on customer direction.

Please let me know if there are any process steps in closing out request,

Best regards,



STEVE LEVECK
Senior Project Manager



(206) 571-1112



sleveck@sealinknetworks.com



sealinknetworks.com

From: Laura Ayers <layers@cityofnapavine.com>
Sent: Wednesday, July 22, 2026 4:00 PM

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, APPROVING AND GRANTING TO SEALINK NETWORKS, INC., A TELECOMMUNICATIONS COMPANY, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF THIRTY YEARS, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING, AND OPERATING FIBER OPTIC FACILITIES WITHIN AND THROUGH THE CITY OF NAPAVINE, WASHINGTON; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

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

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way; and

WHEREAS, the Public Rights-of-Way within the City belong to the public and are built and maintained at public expense for the use of the general public, the primary purpose of which is public travel, and must be managed and controlled consistent with that intent; and

WHEREAS, this Franchise Agreement and Ordinance has been introduced more than five (5) days prior to its passage by the City Council; and

WHEREAS, this Franchise Agreement and Ordinance have been submitted to the City Attorney; and

WHEREAS, this Ordinance has received at least a majority vote of the entire City Council at a regular meeting;

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

Grant of Franchise. The City of Napavine hereby grants to Sealink Networks, Inc. a nonexclusive Franchise subject to the terms and conditions set forth in the Franchise Agreement between City of Napavine and Sealink Networks, Inc.

Section 2. Franchise Agreement. The Franchise Agreement between City of Napavine and Sealink Networks, Inc., attached hereto as Exhibit 1 and incorporated by this reference as if fully set forth herein is hereby approved. The Mayor is hereby authorized to execute the Franchise Agreement by and on behalf of the City.

Section 3. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

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

Section 5. Effective Date. This Ordinance shall take effect five (5) days after at least one publication or publication of a summary thereof in the City's official newspaper, and after the 12th day of September, 2026, a period consisting of thirty days after the Franchise Agreement is approved by City Council, as long as Sealink Networks, Inc. has submitted an acceptance as required by Section 2.6 of the Franchise Agreement. This Ordinance shall automatically expire at the time the Franchise Agreement is terminated or 30 years from the effective date of the Franchise Agreement, whichever occurs first.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this _____ day of August, 2026.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

First Approved Reading: _____ 07/28/2026

Second Approved Reading: _____/2026
Publication Date: _____/2026
Effective Date: _____/2026



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 07/28/2026

Department: Public Works

Submitted By: Will Tastad

Legal Review Required: ☒ Yes ☐ No

Already reviewed by City Attorney

Agenda Item Title: Franchise Agreement Sealink

Agenda Type: Franchise Agreement

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: A Franchise Agreement between the City of Napavine and Sealink Networks, Inc. This agreement authorizes Sealink to construct, operate, and maintain a buried conduit and fiber optic telecommunications route running through the City of Napavine right of ways to a telecommunication provider facility in Lewis County. *Ordinance to follow @ a future meeting to accept franchise agreement.*

Fiscal Impact: ☐ Yes ☒ No

☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: N/A Funding Source: N/A

Reviewed by Treasurer/Signature: ~~N/A~~ *Michelle White*

Attachments:

☐ Resolution ☐ Ordinance ☒ Agreement/Contract ☐ Maps/Exhibits ☐ Other:

For Admin Use Only:

Approved/Ready for Council: ☒ Yes ☐ No

Date Received-Initial: *7/23/26 RDecker*

Review / Accepted by Mayor Shawn O'Neill: *[Signature]*

Approved ☒	Denied ☐
Date Action Taken	<i>7/28/26</i>
Attest:	<i>[Signature]</i>

Franchise Agreement between the City of Napavine and Sealink Networks, Inc.

THIS FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Napavine, Washington, a municipal corporation (“City”), and Sealink Networks, Inc. (“Grantee”), a telecommunications company. This Agreement authorizes Grantee to construct, operate, and maintain a buried conduit and fiber optic telecommunications route in certain public rights-of-way within the City of Napavine, subject to the terms and conditions herein.

WHEREAS, the City of Napavine is authorized under Washington law (including RCW 35A.47.040) to grant non-exclusive franchises for the use of public streets and rights-of-way for telecommunications facilities; and

WHEREAS, Grantee is developing a backhaul terrestrial fiber optic network supporting its subsea fiber optic cable landing in Westport, WA, with a terrestrial fiber network routing through the City of Napavine and extending to Lewis County, WA; and

WHEREAS, Grantee’s proposed backhaul route will consist of two (2) 1.5” buried conduit and fiber optic cables running through the City of Napavine rights-of-way, to a Telecommunication Provider facility in Lewis County; and

WHEREAS, the portion of the route within the City of Napavine starting on Sommerville Rd, 4,761' east of Old Hwy 603 , fiber path will route east on Sommerville Rd east for 1,259' and route south on Rush Rd for 3,854', then runs southeast on E Stella St for 854', and then runs north and east on W Forest Napavine Rd for 3,659' where it will continue and cross Interstate 5 via horizontal directional drilling to SR 508 into Lewis County under separate franchise agreements with WSDOT Southwest Region and Lewis County; and

WHEREAS, Grantee anticipates procuring materials for the project in mid-2026 and installing the fiber optic facilities in the first half of 2027; and

WHEREAS, the City of Napavine has determined that granting this Franchise to Grantee, on the terms set forth below, will enhance SW Washington and broader regional network transport connectivity to serve the public interest, provided that Grantee’s use of the public way is carefully regulated and subject to applicable codes and standards; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein, the parties agree as follows:

Section 1. Definitions

For the purposes of this Agreement, the following terms have the meanings given below:

City: The City of Napavine, Washington, and its lawful successors and assigns.

Grantee: Sealink Networks, Inc., and its lawful successors or assigns, sometimes also referred to as the “Franchisee.”

Public Right-of-Way or ROW: The public streets, roads, highways, avenues, alleys, lanes, and other public ways or grounds within the City of Napavine, as defined by applicable law, under City jurisdiction and control, that may be used for the placement of telecommunications facilities. This Franchise is specifically limited to the portions of the ROW along Sommersville Rd, Rush Rd, E Stella St and W Forest Napavine Rd, as described in this Agreement (the “Franchise Area”).

Franchise Area: The segment of the public rights-of-way within the City limits of Napavine in which Grantee is authorized to install its Facilities under this Agreement, specifically: Starting on Sommersville Rd, 4,761' east of Old Hwy 603, fiber path will route east on Sommersville Rd east for 1,259' and route south on Rush Rd for 3,854', southeast on E Stella St for 854', north and east on W Forest Napavine Rd for 3,659'.

Facilities: Grantee’s fiber optic telecommunication facilities authorized by this Franchise, including but not limited to underground conduits, fiber optic cables, wires, handholes, utility holes, pull boxes, splice enclosures, markers, and related appurtenances that are installed and operated by Grantee to deliver telecommunication transport services. These Facilities shall be located underground (buried) unless otherwise approved by the City.

Telecommunications Service: The transmission of information by wire, fiber, or optical cable for hire to the public, including data, telephone, or broadband services (but excluding “cable services” as defined in 47 U.S.C. § 522 and other services requiring a separate cable franchise).

Director: The City’s Director of Public Works or other City official designated to administer and oversee permits and use of the public right-of-way.

NMC: Napavine Municipal Code.

RCW: The Revised Code of Washington.

Any term not specifically defined in this Agreement shall, as applicable, have the meaning provided in the Napavine Municipal Code or, if not defined in the NMC, the meaning prescribed by state or federal law.

Section 2. Grant of Franchise

2.1 Grant: The City hereby grants to Grantee a non-exclusive franchise (“Franchise”) to enter upon and use the public Rights-of-Way in the Franchise Area for the limited purpose of constructing, installing, operating, maintaining, removing, and repairing Grantee’s fiber optic Facilities identified herein. This Franchise grants general permission to occupy the specified City

ROW, but only for Grantee's buried conduit and fiber optic cable system to transport telecommunications signals (the "Backhaul Route"). No rights to use or occupy any other City property or areas outside the Franchise Area are granted by this Agreement.

2.2 Term: The term of this Franchise shall be thirty (30) years from its effective date, unless sooner terminated as provided herein. The City may, by ordinance, renew or extend this Franchise for an additional term (or terms) upon written request of Grantee, provided that Grantee is in compliance with the terms of this Agreement and any renewal is approved pursuant to applicable law. Grantee shall notify the City at least 6 months prior to the expiration of the initial term if it seeks renewal. Any renewal shall be subject to City Council approval and an ordinance enactment in accordance with law.

2.3 Non-Exclusivity: This Franchise is and shall remain non-exclusive. It does not in any way prevent or prohibit the City from granting other franchises or permits for use of City rights-of-way to other persons or entities (whether similar to Grantee's use or for other public or private utilities). The City retains the right to construct, install, and maintain its own public facilities or utilities in the ROW, or to permit third-party use of the ROW, in its sole discretion. Grantee's rights hereunder are subject to the rights of the City and the public to fully and freely use the right-of-way for public purposes. Nothing in this Franchise shall be construed to establish any priority or exclusivity in favor of Grantee or its Facilities over any other present or future users of the public ways.

2.4 Limited Purpose – No Cable TV or Other Services: The rights granted herein are limited to the provision of *telecommunications transport or communications infrastructure*. This Franchise does not authorize Grantee to provide cable television service or operate as a cable operator; any cable TV or multi-channel video programming services to the public would require a separate cable franchise in compliance with applicable law. Likewise, this Franchise does not authorize the use of Grantee's Facilities for personal wireless service facilities (small cells), or any other use not expressly stated. Grantee shall not use the Franchise Area for any purposes other than installation, operation, and maintenance of the fiber optic Backhaul Route described.

2.5 Superior Rights: Grantee's rights granted herein are subject to the lawful paramount control of the City (including regulatory authority) and to the public's use of the right-of-way. This Franchise shall not be construed as any warranty of title or interest in the City's rights-of-way.

2.6 Acceptance of Franchise: This Franchise shall become effective only after the ordinance adopting it has become effective as provided by law and Grantee has filed its written acceptance of this Agreement. Grantee shall accept the terms of this Franchise in writing within 30 days after the City's final approval of the ordinance granting it. If Grantee does not accept within 30 days, this Franchise shall be void unless extended by City Council. By accepting this Franchise, Grantee covenants and agrees to be bound by all terms and to comply with City ordinances and regulations now in effect or hereafter adopted that are applicable to the use of the rights-of-way for such Facilities.

Section 3. Scope of Use and Conditions on Right-of-Way Use

3.1 Location of Facilities; Underground Installation: All Facilities installed under this Franchise shall be located within the Franchise Area as defined and shall be placed underground (buried) within conduit except as the City may specifically authorize otherwise in writing (for example, above-ground cabinets or vaults, if approved, or temporary above-ground lines in emergencies). Grantee acknowledges that City policy generally requires underground installation of new utility facilities for aesthetic and safety reasons.

3.2 No Unreasonable Interference: Grantee's Facilities and operations within the ROW shall be managed so as to cause no undue hazard or interference with the public's use of the right-of-way. Grantee's use shall not unreasonably obstruct or hinder the usual travel or public safety on such rights-of-way, nor shall it hinder the maintenance, improvement, or expansion of any public infrastructure. Grantee shall avoid damage or interference with pre-existing utilities, drainage facilities, or other installations in the ROW. In the event of any damage to the property of the City or others, or any interruption of utility or communications service due to Grantee's activities, Grantee shall promptly notify the City and the affected party and undertake all necessary repairs or restoration without delay at its own expense.

3.3 Police Powers and Future Regulation: The City reserves its rights under its police powers to adopt and enforce generally applicable ordinances necessary to protect public health, safety, and welfare in the use of the rights-of-way. Any privileges granted under this Franchise are subordinate to any lawful exercise of the City's police power. Grantee agrees to comply with all present and future City ordinances and regulations of general applicability with respect to use of public rights-of-way, provided that such ordinances do not impair the vested rights granted by this specific Franchise except as allowed by law. Nothing in this Franchise shall be construed to prevent the City from requiring relocation of Grantee's Facilities as needed for public projects (per Section 3.4 or from exercising any other authority it has under law.

3.4 Duty to Relocate or Adjust Facilities: Grantee agrees at its sole cost to protect, support, temporarily disconnect, relocate, or remove its Facilities in the ROW when required by the City for public convenience. If the City in its judgment finds it necessary to alter, relocate, or improve a public road, right-of-way, or utility installation, or to perform construction, reconstruction, maintenance, or repair of public infrastructure, Grantee shall, upon written notice from the City, promptly relocate or adjust its Facilities as directed, at Grantee's own expense (except as state law may provide for reimbursement in certain cases, such as for qualifying municipal projects under RCW 35.99.060). Similarly, in case of emergency where the City needs Grantee's Facilities relocated immediately to protect the public or to restore service, the City shall notify Grantee to the extent practicable and may relocate or remove the Facilities itself, in which case Grantee shall reimburse the City's costs.

3.5 Vacations of Right-of-Way: If at any time during the term of this Franchise the City vacates (discontinues public use of) any City right-of-way or portion thereof within the Franchise Area, the City shall endeavor to expressly reserve, to the extent permitted by law (see RCW 35.79.030), an easement or right for Grantee's existing Facilities within the vacated area. The intent is to allow Grantee to continue to operate and maintain its previously installed Facilities in that location for

the remaining duration of this Franchise term, provided that Grantee's continued use does not unduly interfere with the future use of the vacated property. If the City's vacation ordinance does not reserve such utility easement and Grantee's Facilities would not be permitted to remain, then Grantee shall, at its expense, remove or relocate its affected Facilities from the vacated area within 180 days of receiving notice of the vacation (or within the time frame specified in the vacation ordinance or by the City). Grantee shall restore the area consistent with Section 4.5 (Restoration) below. Grantee agrees that it acquires no compensable property right in the event of a street vacation; the City's retention or non-retention of an easement is within its sole discretion consistent with law.

3.6 Grantee's Contact and Communications: Grantee designates Steve LeVeck and Ryan Wopschall as their primary contacts for communications with the City regarding the construction and maintenance of the Facilities and all matters concerning this Franchise. The City shall direct any routine notices and inquiries to Grantee's designated representatives at the contact information provided by Grantee. Grantee may change its designated contact person by providing written notice to the City. Additionally, for purposes of official notices under this Franchise (including legal notices), the parties designate the following addresses:

To the City: City of Napavine – Attn: Mayor, 407 Birch Ave SW, PO Box 810, Napavine, WA. 98565; with a copy to the City Clerk at City of Napavine – Attn: City Clerk, 407 Birch Ave SW, PO Box 810, Napavine, WA. 98565.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee's legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

All notices shall be in writing and delivered by personal service, certified mail (return receipt), or recognized courier. Notices shall be effective upon receipt or refusal of delivery. The parties shall promptly notify each other of any changes in contact information.

Either party may update its address by providing written notice to the other party. Notices shall be deemed delivered upon actual receipt, or three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight courier.

Section 4. Permits and Construction Standards

4.1 Permitting Requirement: Before commencing any construction, excavation, installation, or maintenance of Facilities within the ROW, Grantee shall apply for and obtain such permits as are required by the City for the work (e.g., right-of-way use permits, street opening permits, building/electrical permits). Grantee shall file plans with the City showing the proposed location of the Facilities and comply with all permit terms and conditions. The Franchise itself does not substitute for or eliminate the need for individual project permits.

4.2 Compliance with Standards: Grantee shall construct and maintain its Facilities in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws and regulations. Grantee's work in the ROW shall conform to the NMC and the City's generally

applicable standards for placement of utilities in the rights-of-way, including (but not limited to) any underground requirements, construction specifications, erosion control requirements, and traffic control requirements. Work shall be performed in a manner that minimizes interference with vehicular and pedestrian use of the ROW and public and private property. Grantee shall utilize suitable barricades, flags, lights, signage, cones, and other measures as needed for safety and traffic control. Grantee shall ensure that all areas of the work are secured against hazard when work is not occurring.

4.3 Survey of Underground Facilities: Before opening or excavating any paved area in the ROW, Grantee shall make effort to determine the location of any underground utility facilities (including its own) that might be in conflict. Grantee shall notify all known owners of underground facilities within the work zone and shall call for utility locates via the "One-Call" system (811), in advance of excavation as required by state law (Chapter 19.122 RCW). Grantee shall support and protect any existing pipes, wires, or facilities that may be affected by Grantee's work. If required by the City, Grantee shall pothole or physically expose existing underground facilities to ascertain their precise location to avoid damage.

4.4 Timely Completion of Work; Site Safety: Grantee shall diligently complete all work within the time stated in the applicable permit (or any extension thereof granted by the City) and leave all work areas in a condition that is safe and secure. Grantee shall not unreasonably leave open or unfinished any trench or excavation in the ROW. During any period of inactivity, Grantee shall securely cover or barricade all open excavations and remove or secure any equipment or stored materials, to prevent hazards to vehicles or pedestrians.

4.5 Restoration of Public Property: After performing any work in the ROW, Grantee at its expense shall promptly restore the affected roadway, sidewalk, planting strip, public utilities, or other public infrastructure to the same condition or better as existed before the work, in accordance with the City of Napavine's codes or applicable engineering standards in effect at the time of the work. Restoration must be completed in a timely manner following the completion of the work, with temporary measures (such as cold patch) provided immediately if permanent restoration cannot be done promptly. All excavations shall be backfilled and compacted to City standards, and any pavement cuts shall be repaired with asphalt or concrete surfacing matching the existing road grade and material, to the satisfaction of the City's inspector. If weather or other conditions do not permit immediate permanent restoration, Grantee shall provide temporary restoration and thereafter complete permanent restoration when conditions allow. Grantee warrants any street restoration work against defects in workmanship or materials for a period of two (2) years from completion. If any restored area settles, deteriorates, or otherwise fails within that period, Grantee shall repair and restore it again to City standards at its expense. In the event Grantee fails to restore the ROW as required, and after written notice and reasonable opportunity to cure (or immediately, if emergency conditions warrant), the City may perform the needed restoration, and Grantee shall reimburse the City for the full cost upon demand. The provisions of this Section shall survive termination or expiration of the Franchise with respect to any work performed in the ROW.

4.6 Mapping and As-Builts: Upon substantial completion of new Facilities installation, Grantee shall provide the City with "as-built" drawings or maps showing the horizontal and vertical location of the Facilities installed in the ROW, in a format reasonably requested by the City (e.g.,

electronic CAD/GIS files and/or hard copy plans). Grantee shall also mark or cause its Facilities to be locatable via standard underground locating methods (e.g., install tracer wire or electronic markers) to facilitate future utility locates. The City shall use any provided as-built information for municipal purposes only and shall not disclose it to third parties except as required by law (recognizing that utility as-builts may be exempt from public disclosure under RCW 42.56.420 for security reasons).

4.7 Permitting and Inspection Fees: Grantee shall promptly pay all applicable permit fees, plan review fees, and inspection fees charged by the City for activities under this Franchise, on a non-discriminatory basis with other similar ROW users. Such fees are intended to cover the City's actual costs of administering permits and supervising work in the ROW and are not in lieu of any franchise fee. (The City does not impose a separate franchise fee on telecommunications service providers at this time, aside from general utility taxes, per RCW 35.21.860.) Nothing herein shall exempt Grantee from any utility taxes, assessments, or general taxes legally imposed on other telecommunications or utility providers in the City; Grantee shall pay all applicable local business taxes or utility taxes levied by the City in accordance with NMC and Washington law. No franchise fee is imposed by this Agreement, consistent with RCW 35.21.860(1)(c), except that the City reserves the right to collect a fee to recover actual administrative expenses in granting this Franchise (if not already covered by application fees) and to require reimbursement of the City's costs if extraordinary expenses are incurred due to Grantee's operations.

4.8 Permits Not Substitute for Franchise: Grantee acknowledges that any City permit for work in the ROW (for example, an excavation permit) is separate from and in addition to this Franchise. The Franchise authorizes the general use of the ROW for the stated purpose, but Grantee must still obtain all specific location permits (e.g., street cut permits) for each project, as required by City code. Likewise, issuance of this Franchise does not excuse Grantee from obtaining any required consents or permits from third parties, such as the owners of utility poles (for pole attachments) or other regulatory agencies (for example, approvals from the Washington Department of Transportation if state highways are involved, or environmental permits if applicable). Grantee is solely responsible for securing any such additional authority. The Franchise is not a substitute for any development permit, building permit, street use permit, or other license required by City ordinance or other laws.

4.9 Duty to Remove or Relocate Facilities Upon Project Completion or if Not In Use: If Grantee installs any temporary facilities or relocates facilities as part of a project and those temporary facilities are no longer needed upon completion, Grantee shall promptly remove them. In general, Grantee shall not abandon any of its Facilities in the ROW during the term of this Franchise without the City's written consent. Upon completion of initial construction of the Backhaul Route, Grantee shall report to the City that construction is complete, and all areas restored, so that the City may perform a post-construction inspection. If any portion of Grantee's Facilities are ever permanently deactivated or not intended for future use, Grantee shall inform the City and, at City's request, remove such Facilities (unless the City allows them to remain for potential future reactivation or for the City's use). This requirement survives termination of the Franchise.

Section 5. Indemnification and Insurance

5.1 Indemnification of City: Grantee shall defend, indemnify, and hold harmless the City of Napavine, its officers, elected and appointed officials, agents, and employees (collectively, the "City Indemnitees") from and against any and all claims, demands, lawsuits, losses, liabilities, fines, penalties, damages, judgments, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of, or in connection with, any injury, death, or damage to any person or property to the extent caused by (a) Grantee's construction, installation, operation, maintenance, or removal of Facilities in the public right-of-way, (b) Grantee's provision of services or failure to provide services over its Facilities, or (c) any act or omission of Grantee or its agents, contractors, or employees in exercising the rights granted under this Franchise. This indemnity obligation includes any claims alleging harm or damages arising from Grantee's excavation or obstruction of the ROW, or from any defect in the Facilities. Grantee's indemnification shall not apply to the extent that any claim or damage is caused by the sole negligence or willful misconduct of the City or its officials or employees. In the event of concurrent negligence of Grantee and the City, Grantee's liability for indemnification shall be limited to its proportionate share of negligence. Grantee expressly acknowledges that this indemnification obligation shall survive the expiration, revocation, or termination of this Franchise.

5.2 Defense of Claims: If any claim or lawsuit arises for which Grantee is obligated to indemnify the City under Section 5.1, Grantee shall, upon notice from the City, defend the City and the other City Indemnitees at Grantee's sole expense, using legal counsel acceptable to the City. Grantee shall have the right to control the defense and settlement of such claim; however, it shall not agree to any settlement that admits liability on the part of the City or imposes non-monetary obligations on the City without the City's written consent. The City shall cooperate in the defense as reasonably requested by Grantee, at Grantee's cost. If a court of competent jurisdiction determines that this Franchise requires Grantee to indemnify for claims caused by the City's negligence, this Franchise shall be deemed automatically reformed to provide that Grantee's indemnity obligation shall be limited to the extent of Grantee's negligence or fault (so that no illegal indemnification of the City's sole negligence occurs). It is the intent of the parties that Grantee's indemnification obligations be as broad as allowed by law and consistent with Chapter 4.24 RCW.

5.3 Insurance Requirements: Grantee shall procure and maintain during the full term of this Franchise (and any renewal or extension) insurance coverages meeting the following minimum requirements:

- **Commercial General Liability (CGL)** insurance on an occurrence form, with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, and \$4,000,000 general aggregate. The CGL policy shall include coverage for premises/operations, products-completed operations, contractual liability (specifically covering Grantee's indemnity obligations hereunder), and explosion, collapse, and underground (XCU) hazards. If the CGL policy contains a general aggregate limit, it shall apply separately to this Franchise or be no less than two times the occurrence limit.

- **Automobile Liability** insurance with a minimum combined single limit of \$1,000,000 each accident, covering all owned, hired, and non-owned vehicles used in connection with Grantee's activities.
- **Workers' Compensation and Employer's Liability** insurance in form and amounts required by Washington law. The workers' compensation policy shall include a waiver of subrogation in favor of the City, if available. Employer's Liability coverage shall be not less than \$1,000,000 each accident/disease. (Grantee may self-insure Worker's Compensation if permitted by law but shall provide evidence of state certification of self-insurance.)
- **Umbrella or Excess Liability** insurance (if needed) to bring the combined coverage limits of CGL, Auto, and Employer's Liability to at least \$5,000,000. The umbrella coverage must be at least as broad as the underlying liability coverages.

5.4 Additional Insured; Primary Coverage: The CGL and Auto Liability policies shall name the City of Napavine, its officers and employees as additional insureds for liability arising from Grantee's operations and the rights granted under this Franchise. The policies shall be endorsed to provide that Grantee's insurance is primary and non-contributory with any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of Grantee's insurance and shall not contribute. The Grantee's coverage shall further include an endorsement (ISO CG 20 12 or equivalent) providing additional insured status for a governmental entity issuing permits.

5.5 Evidence of Insurance: Upon acceptance of this Franchise and prior to commencing any work in the ROW, Grantee shall provide the City with certificates of insurance and copies of endorsements evidencing the coverage and conditions required by this Section. The certificates shall indicate the coverage, limits, policy number, expiration date, and all special requirements (additional insured, primary, etc.). Grantee shall keep its insurance in effect at all times during the Franchise term and any removal period. Renewal certificates shall be provided to the City at least annually. The City's receipt or review of any insurance certificate shall not relieve Grantee of its duty to ensure that insurance meets the requirements. If Grantee's insurance is provided under a claims-made form, Grantee shall either maintain "tail" coverage of at least three (3) years after the expiration of the policy or obtain replacement coverage with retroactive date on or before the inception of work under this Franchise.

5.6 Cancellation or Lapse of Insurance: Grantee's liability insurance policies shall provide that they may not be canceled, non-renewed, or materially reduced in coverage except upon 30 days' prior written notice to the City (10 days for cancellation due to non-payment of premium). If any policy is due to expire during the term, Grantee shall supply a renewal certificate at least 10 days prior. In the event that any required insurance shall lapse, be canceled, or for any reason become invalid during the Franchise term, Grantee shall promptly obtain replacement coverage and provide proof to the City. If Grantee fails to maintain required insurance, it shall be deemed a material breach of the Franchise, and in addition to other remedies, the City may suspend Grantee's operations in the ROW until insurance is reinstated, or after due notice, may revoke the Franchise according to Section 7.

5.7 Self-Insurance: Grantee may request to self-insure any of the above-required insurance coverages. Grantee shall not self-insure unless it has provided documentation to the City of its ability to self-insure and the City's risk manager and City Council (as applicable under City procedures) has approved in writing such self-insurance. If self-insurance is approved, Grantee agrees that (i) the City shall be entitled to enforcement of all indemnity and hold harmless provisions of this Franchise as if such insurance were in place, and (ii) any failure by Grantee to fund any self-insured claim or to otherwise act as an insurer shall be considered a material breach of this Franchise. Grantee shall provide, if requested by City, details of its self-insurance program including financial information to establish adequacy of reserves.

5.8 No Limitation of Liability: Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity. In no case shall the City be entitled to duplicate recovery of compensatory damages (e.g., if City is indemnified by Grantee's insurer, it cannot also recover the same damages from Grantee). The indemnity and defense obligations of Grantee in this Franchise (Section 5.1) are undertaken in addition to, and shall not be limited by, the insurance obligations in this Section.

Section 6. Term, Renewal, and Termination

6.1 Term: The initial term of this Franchise is thirty (30) years from its effective date (defined in Section 9 below), unless earlier terminated by the City or surrendered by Grantee in accordance with the provisions herein.

6.2 Renewal: This Franchise may be renewed or extended for additional term(s) if the City, in its sole discretion, grants a renewal by ordinance, and Grantee agrees to any new or revised franchise terms. Grantee shall request any renewal in writing at least 180 days (6 months) before the expiration of the current term. The City shall evaluate any request for renewal in accordance with applicable law and City policies in effect at that time. The City may condition renewal on the agreement of Grantee to comply with new regulations or to accept additional terms that are consistent with the requirements for similar infrastructure at that future time. Any renewal shall be set forth in a written amendment or a new franchise agreement approved by the City Council and accepted by Grantee.

6.3 Holdover Tenancy: If Grantee continues to occupy and use the ROW after the expiration of this Franchise without a renewal or extension formally approved, and the City has not demanded the removal of Grantee's Facilities, such continued use (with City's acquiescence) shall be on a month-to-month basis under the same terms herein, terminable by the City at any time on 60 days' notice. However, nothing herein authorizes Grantee to maintain its Facilities in the ROW after the Franchise expiration without City consent; if no renewal is agreed and the City demands removal, Grantee must remove its Facilities as provided in Section 6.5. The City's forbearance or failure to insist on removal shall not constitute a waiver of its right to require removal at any subsequent time.

6.4 Franchise Surrender: Grantee may surrender or terminate this Franchise prior to expiration by giving the City no less than 90 days' written notice of intent to surrender, subject to City approval. No such termination shall be effective unless the City confirms in writing acceptance of the surrender, which it shall not unreasonably withhold. However, the City may condition acceptance on removal of Facilities and restoration of ROW to the City's satisfaction (or may allow certain facilities to be abandoned in place or transferred to the City at City's option). Grantee remains obligated to pay any compensation due to the City (such as any unpaid permit fees or taxes) and to fulfill any indemnity obligations for incidents occurring prior to termination.

6.5 Removal of Facilities at End of Term: Upon expiration of this Franchise (without renewal) or upon any termination or revocation of this Franchise, the City may direct Grantee to remove all of its Facilities from the public rights-of-way at Grantee's sole expense within a reasonable time period specified by the City (for example, within 180 days). Grantee shall thereupon safely remove its Facilities, cap or seal any open conduits or ducts, and restore the ROW as close as reasonably possible to its original condition before the installation of the Facilities (per the standards of Section 4.5). The City may choose to waive all or part of this removal requirement if the City determines that particular Facilities may be useful for other service providers or for the City's own use; in such case, with the City's consent and the mutual agreement of the parties, those Facilities may be abandoned in place. If the City agrees in writing to assume ownership of any Facilities abandoned in place, then title to such Facilities shall vest in the City upon the City's written acceptance. If the City does not expressly accept ownership of the abandoned Facilities, they shall remain the property and responsibility of Grantee. Title to abandoned Facilities shall not vest in the City unless the City accepts ownership in writing. If Grantee fails to remove any Facilities as required within the time allowed, the City may deem those Facilities abandoned and may take possession and dispose of them in any manner allowed by law or may remove them at Grantee's cost. Grantee shall reimburse the City for actual removal and disposal costs incurred due to Grantee's failure to remove. The obligations in this Section shall survive the termination or expiration of the Franchise.

Section 7. Franchise Violations, Revocation, and Remedies

7.1 Events of Default: The following shall constitute a material breach and default of this Franchise by Grantee, unless otherwise excused under Section 7.6 (Force Majeure):

(a) Grantee's failure to comply with any material provision of this Franchise or of City ordinances governing use of the ROW, including but not limited to failure to obtain required permits, failure to pay required permit fees or taxes, or failure to relocate or remove Facilities as lawfully required by the City;

(b) Grantee's failure to substantially complete initial construction of the Backhaul Route Facilities within a reasonable time frame. (Grantee shall commence construction of the Backhaul Route no later than December 31, 2027, and shall complete installation of the Facilities and restoration of the affected rights-of-way within one hundred eighty (180) days thereafter, subject to extension for force majeure (Section 7.6) or City-approved delay. Unreasonable delay or abandonment of

the project without cause shall be a breach. If construction is delayed due to permitting, supply chain, or other circumstances beyond Grantee's control, the City may extend the completion deadline in writing.);

(c) Grantee's insolvency or bankruptcy: If Grantee is adjudicated bankrupt, or a receiver or trustee is appointed for Grantee's major assets and is not discharged within 60 days, or if Grantee makes an assignment for benefit of creditors or is unable to pay its debts, the City may deem that a default (to the extent permitted by applicable bankruptcy law);

(d) Any unauthorized assignment or transfer of the Franchise, or failure to obtain City approval for a change in control of Grantee when required under Section 8;

(e) Grantee's material misrepresentation in any application, proposal, or disclosure to the City during the negotiation or term of the Franchise, where such misrepresentation concerns a substantive matter and was relied upon by the City;

(f) Grantee's repeated violations or disregard of the City's orders or notices issued pursuant to this Franchise (for example, repeated failure to correct defective work in the ROW, or repeated incidents of working without permits); or

(g) Public safety risk: If Grantee's Facilities or operations present an imminent hazard to public health or safety, or Grantee's actions cause material damage to public property and Grantee fails to promptly take curative action. (In such events, the City may take immediate emergency action as needed, apart from the Franchise enforcement process, to protect the public.)

7.2 Notice and Opportunity to Cure: In the event the City believes Grantee has committed an act of default under Section 7.1, the City shall first give written notice to Grantee describing the nature of the alleged violation, default, or breach. Grantee shall have a reasonable period to cure the default, which shall be 30 days from receipt of the notice, or such longer period as specified by the City (or as may be necessary given the nature of the default, so long as Grantee promptly commences and diligently pursues a cure). For example, if the default is failure to pay fees, Grantee must pay within 30 days; if the default is failure to remove or relocate Facilities, Grantee must begin removal within 90 days and complete it as soon as practicable. If Grantee cures the default within the stated time or initiates steps to cure and the City is satisfied with the progress, the City shall not take further action.

7.3 Revocation Process: If Grantee fails to cure a default within the allotted time, or if the default is of a nature that cannot be cured, the City Council may by ordinance revoke this Franchise. However, prior to revocation, Grantee shall be given the opportunity for a hearing before the City Council (or a hearing examiner, at the City's option) upon at least 20 days' written notice to Grantee of the hearing date and the grounds for revocation. At the hearing, Grantee may present evidence and argue that no default has occurred or that revocation is not the appropriate remedy. The City Council shall consider the evidence and determine whether to revoke the Franchise or take other appropriate action. The City Council's decision shall be in writing and a copy provided to Grantee. The City may, in its discretion provide an additional cure period or impose lesser sanctions (such as monetary penalties, suspension of new permits, or other enforcement measures)

in lieu of revocation, if the Council finds that the default is curable or that Grantee has made substantial effort to cure.

7.4 Obligations Upon Revocation/Termination: If the City revokes this Franchise for cause, or if Grantee otherwise ceases its operations and abandons the Backhaul Route, Grantee shall be obligated to remove its Facilities and restore the ROW as provided in Section 6.5, unless the City agrees in writing to allow certain Facilities to remain (with or without transfer of ownership to the City). Grantee's indemnification (Section 5.1) and insurance obligations shall survive any revocation as to claims arising from events occurring prior to removal of Facilities. The City may also enforce any performance bond or security fund (if required) to cover removal and remediation costs or any unpaid fees. Grantee shall be liable to the City for all direct costs incurred by the City as a result of the breach and revocation, including reasonable attorneys' fees and expenses. However, Grantee shall not be responsible for punitive or consequential damages arising from revocation except as allowed by law.

7.5 Other Remedies: In addition to revocation, the City reserves the right to pursue any legal or equitable remedy available under law for Grantee's violation of the Franchise or failure to comply with applicable law. This includes, without limitation, injunctive relief to compel compliance, specific performance, or the recovery of damages. The City's enforcement rights are cumulative and not exclusive; exercising one remedy (such as drawing on a bond or obtaining an injunction) does not preclude the City from later revoking the Franchise for the same breach if not cured. Likewise, the City may impose civil penalties or fines for violations as authorized by City ordinance or state law, in addition to any remedies under this Franchise. Grantee shall pay all reasonable costs, including attorneys' fees, incurred by the City in enforcing the provisions of this Franchise against Grantee.

7.6 Force Majeure: Grantee shall not be deemed in default or subject to enforcement or revocation for failure to perform its obligations under this Franchise if such failure is caused by events or circumstances beyond Grantee's reasonable control. For purposes of this Franchise, "Force Majeure" events include acts of God; natural disasters (e.g., earthquakes, floods); strikes or labor disturbances; war or terrorism; civil disturbances; governmental orders or restraints (not caused by Grantee's actions); or inability to obtain permits or materials due to governmental moratoria or global supply chain disruptions. In the event of a Force Majeure that prevents Grantee's performance, Grantee shall notify the City as soon as practicable, describing the impact on performance. Grantee's time for performance shall be extended for the duration of the force majeure delay. However, Force Majeure shall not excuse (a) Grantee's failure to pay any sums due, or (b) any delay caused by lack of funds or financial hardship. The City may require Grantee to reasonably mitigate the effects of any Force Majeure (for example, by temporary work-around solutions) if feasible.

7.7 City Reservation of Rights: Nothing in this Section 7 limits or waives any right the City may have under law to apply and enforce general ordinances, zoning or safety regulations, or to take action under the City's police power to protect the public in urgent circumstances. If the City declares an emergency or disaster under law, nothing in this Franchise shall preclude or limit any action the City is entitled to take to respond to that emergency, including (without limitation)

requiring the shoring, removal, or protection of Grantee's Facilities in the ROW, as necessary for public safety or protection of property.

Section 8. Assignment, Transfer, and Change of Control

8.1 Franchise Not Exclusive: This Franchise is for the benefit of Grantee and does not limit the City's ability to grant similar franchises to any other entity. The City also retains the right to use the public rights-of-way itself or through contractors for any purpose, including the provision of telecommunications or other utilities, in a manner consistent with law.

8.2 No Assignment Without Consent: Grantee shall not sell, assign, transfer, or convey this Franchise (or otherwise transfer any ownership or control of the Facilities in the ROW) without the prior written consent of the City, which the City shall not unreasonably withhold. The foregoing includes any transfer of majority ownership or control of Grantee (a "change in control," whether accomplished by merger, sale of stock, or otherwise). The City's approval may be granted by the City Mayor in the case of an assignment to an affiliate controlling, controlled by, or under common control with Grantee (where the operations and assets remain substantially the same). In all other cases, such approval shall be by City Council resolution or ordinance. The City may condition any approval on the successor's agreement to comply with all Franchise obligations and may require the successor to sign an acceptance of the Franchise. Grantee shall reimburse the City for any reasonable processing costs (including legal fees) incurred in reviewing any requested assignment.

8.3 Collateral Assignment: Notwithstanding Section 8.2, Grantee may pledge or grant a security interest in its rights under this Franchise to a lender for financing purposes, without City consent, provided that such pledge or mortgage shall be subject to the rights of the City under this Franchise.

8.4 Transfers Violating Franchise: Any attempt to assign or transfer this Franchise or to change control of Grantee without the City's consent shall be null and void. In addition to any other remedies, any such attempted transfer shall be an event of default under Section 7.1(d) above.

Section 9. General Provisions

9.1 Franchise Effective Date: This Franchise shall take effect on the effective date of the City ordinance adopting it, after acceptance by Grantee (the "effective date"). If this Franchise is approved by the City Council on second reading on _____, 2026, it is expected to take effect on _____, 2026. The City shall provide Grantee with a copy of the enacted ordinance upon its adoption.

9.2 Franchise Acceptance and Publication Costs: Grantee shall bear the cost of all publications (if any) of this Franchise ordinance, as may be required by law. Grantee shall also reimburse the

City for any publication costs incurred for any subsequent ordinance which extends, amends, or renews this Franchise.

9.3 Integration; Voluntary Agreement: This Franchise represents the entire understanding and agreement between the parties as to its subject matter and supersedes all prior oral discussions and negotiations and any prior writings or proposals, except as specifically incorporated by reference. Both parties have participated in the drafting of this Agreement and the express terms of the Agreement control and govern all representations. The parties acknowledge that they have voluntarily entered into this Franchise, and that no promise or inducement not expressed in the Agreement has been made to them.

9.4 Severability: If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the Franchise as a whole or any part thereof other than the part held invalid. The parties shall, in good faith, reform the Agreement to replace any invalid or unenforceable provision with a valid provision that most closely approximates the original intent and economic effect of the invalid provision.

9.5 Amendment: This Franchise may be amended only by written instrument, signed by both parties, which specifically states the intent to amend the Franchise. Minor deviations in the location of the Backhaul Route or Facilities that are approved by the City through the permitting process shall not require a formal amendment, provided that any significant expansion or addition to the route or the Facilities (beyond the general scope contemplated herein) shall require either an amendment or a separate franchise.

9.6 Non-Waiver: The failure of either party to insist upon strict performance of any provision of this Franchise, or to exercise any right or remedy upon breach of any provision, shall not constitute a waiver of the breach or of any future enforcement of the provision. A waiver of any one breach shall not constitute a waiver of any other or subsequent breach. Acceptance by the City of any payment due under this Franchise shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance be deemed a release of any claim the City may have for further sums payable.

9.7 Notices: Notices required by this Franchise shall be delivered to the following:

To the City: City of Napavine – Attn: Mayor, 407 Birch Ave SW, PO Box 810 Napavine, WA. 98565; with a copy to the City Clerk at City of Napavine – Attn: City Clerk, 407 Birch Ave SW, PO Box 810 Napavine, WA. 98565.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee's legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

All notices shall be in writing and delivered by personal service, certified mail (return receipt), or recognized courier. Notices shall be effective upon receipt or refusal of delivery. The parties shall promptly notify each other of any changes in contact information.

Either party may update its address by providing written notice to the other party. Notices shall be deemed delivered upon actual receipt, or three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight courier.

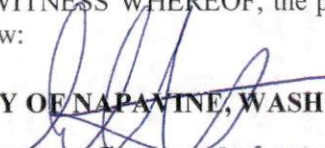
9.8 Guarantee of Performance: The individual signing this Franchise on behalf of Grantee personally guarantees Grantee's performance of all obligations herein.

9.9 Authority to Sign: The undersigned City official and corporate officer of Grantee represent and warrant that they have full power and authority to execute this Franchise on behalf of the City of Napavine and Sealink Networks, Inc., respectively, and that this Agreement, once executed, shall be a valid and binding obligation of the City and Grantee.

9.10 Governing Law and Stipulation of Venue: This Franchise and all use of Public Rights-of-Way granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to this Franchise shall be brought in the Superior Court of Washington for Lewis County, or in the case of a federal action, the United States District Court for the Western District of Washington at Tacoma, unless an administrative agency has primary jurisdiction.

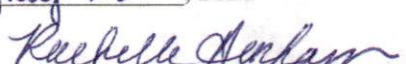
IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates indicated below:

CITY OF NAPAVINE, WASHINGTON

By: 

Name/Title: Shawn O'Neill (Mayor)

Date: July 28, 2026

Attest: 

Name/Title: Rachelle Denham, City Clerk

Date: July 28, 2026

Approved as to form: 

Date: July 30, 2026

SEALINK NETWORKS, INC. (Grantee)

By: _____

Name: _____

Title: _____

Date: _____, 2026

Acceptance: Sealink Networks, Inc., as Grantee, hereby accepts the above Franchise and agrees to all its terms and conditions.

(Signature of authorized officer) _____ Date: _____, 2026



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 08/11/2026

Legal Review Required: ☐ Yes ☒ No

Department: Public Works

Submitted By: Will Tastad

Agenda Item Title: Rush Road – E Stella St to Newaukum Way Low Bid Award

Agenda Type: Approval of Low Bid Award

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: Requesting Approval of Rush Road – E Stella St to Newaukum Way Low Bid Award in the amount of \$1,880,570.00 Awarded to Midway Underground LLC. See attached Award letter, Bid Tabulation, List of Bidders from Midway, and Local Agency Contract.

Fiscal Impact: ☐ Yes ☐ No

☒ Budgeted: ☒ Yes ☐ No

Estimated Cost: Funding Source:

Reviewed by Treasurer/Signature:

Attachments:

☐ Resolution ☐ Ordinance ☒ Agreement/Contract ☐ Maps/Exhibits ☐ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	



Public Works
407 Birch Ave SW, PO Box 810 Napavine, WA 98565
Phone: (360) 262-9344
www.cityofnapavine.com

August 3, 2026

Max Halberg, Manager
Midway Underground, LLC
980 Jackson Hwy S
Toledo, WA 98591

TA-7803
RR-MP-2006
STBGUS-5657(001)
Rush Road, Stella to Newaukum Valley

Dear Midway Underground LLC,

This will advise that the contract for the above reference project has been awarded to your firm at the bid price of \$1,880,570.00.

Prior to submitting the signed contract for execution, Midway Underground will provide the following items:

1. A list of all firms who submitted a bid or quote to participate in this contract whether they were successful or not. Include the following information:

- Correct business name and mailing address.

Send this information to City of Napavine, PO Box 810 Napavine, WA 98565. Failure to provide this information prior to execution will result in forfeiture of the bidder's proposal security.

The contract will be forwarded at a later date. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return within 20 calendar days after the date of award.

Sincerely,

Mayor
City of Napavine

Cc: Region Local Programs Engineer.

The City of Napavine is an equal opportunity employer and provider.

Incorporated November 21, 1913

Rush Road - E Stella St to Newaukum Way

STBGUS-5657(001)

City of Napavine

Bid Tabulation

Gregory Jellison

Digitally signed by Gregory Jellison
DN: C=US,
E=Greg.Jellison@consoreng.com,
O=Consor Engineering,
OU=Washington TPD, CN=Gregory
Jellison
Date: 2026.08.07 08:23:30-07'00'

SCHEDULE A - GENERAL				Engineer's Estimate		Kerr Contractors		Midway		Granite		Sterling Breen		Active Construction	
ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1	L.S.	MOBILIZATION	128,000.00	128,000.00	214,000.00	214,000.00	85,000.00	85,000.00	147,500.00	147,500.00	86,400.00	86,400.00	226,000.00	226,000.00
2	1	L.S.	ROADWAY SURVEYING	24,000.00	24,000.00	26,000.00	26,000.00	30,000.00	30,000.00	20,000.00	20,000.00	24,980.00	24,980.00	25,000.00	25,000.00
3	1	L.S.	ADA FEATURES SURVEYING	12,000.00	12,000.00	2,700.00	2,700.00	3,500.00	3,500.00	2,500.00	2,500.00	7,560.00	7,560.00	2,600.00	2,600.00
4	1	L.S.	RECORD DRAWINGS	6,000.00	6,000.00	5,000.00	5,000.00	3,100.00	3,100.00	250.00	250.00	500.00	500.00	150.00	150.00
5	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	55,000.00	55,000.00	360,000.00	360,000.00	125,000.00	125,000.00	301,000.00	301,000.00	175,375.00	175,375.00	210,000.00	210,000.00
6	1	L.S.	EROSION CONTROL AND WATER POLLUTION PREVENTION	9,000.00	9,000.00	32,000.00	32,000.00	2,100.00	2,100.00	20,000.00	20,000.00	27,770.00	27,770.00	257,106.20	257,106.20
7	2	EACH	INLET PROTECTION	200.00	400.00	100.00	200.00	120.00	240.00	100.00	200.00	40.00	80.00	87.00	174.00
8	10990	L.F.	WATTLE	10.00	109,900.00	5.75	63,192.50	5.00	54,950.00	6.50	71,435.00	4.20	46,158.00	5.25	57,697.50
9	80	SY	SEEDING AND FERTILIZING BY HAND	44.00	3,520.00	10.00	800.00	35.00	2,800.00	8.00	640.00	6.00	480.00	10.75	860.00
		TOTAL SCHEDULE A			347,820.00		703,892.50		306,690.00		563,525.00		369,303.00		779,587.70

SCHEDULE B - STREET															
ITEM NO.	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
10	130	S.Y.	REMOVING CEMENT CONC. SIDEWALK	22.00	2,860.00	15.00	1,950.00	36.00	4,680.00	28.00	3,640.00	70.00	9,100.00	18.25	2,372.50

11	180	L.F.	REMOVING CEMENT CONC. CURB AND GUTTER	11.00	1,980.00	11.00	1,980.00	15.00	2,700.00	28.00	5,040.00	17.00	3,060.00	9.75	1,755.00
12	110	L.F.	REMOVING WIRE FENCE	11.00	1,210.00	12.00	1,320.00	20.00	2,200.00	3.50	385.00	7.50	825.00	10.75	1,182.50
13	100	C.Y.	HMA PATH EXCAVATION INCL. HAUL	66.00	6,600.00	170.00	17,000.00	27.00	2,700.00	105.00	10,500.00	43.00	4,300.00	92.50	9,250.00
14	3400	S.Y.	PAVEMENT REPAIR EXCAVATION INCL. HAUL	16.50	56,100.00	41.00	139,400.00	31.00	105,400.00	38.00	129,200.00	54.00	183,600.00	13.00	44,200.00
15	1630	TON	CRUSHED SURFACING BASE COURSE	40.00	65,200.00	73.00	118,990.00	50.00	81,500.00	75.00	122,250.00	64.00	104,320.00	90.30	147,189.00
16	170	S.Y.	PLANING BITUMINOUS PAVEMENT	44.00	7,480.00	33.00	5,610.00	30.00	5,100.00	75.00	12,750.00	155.00	26,350.00	20.75	3,527.50
17	990	TON	HMA FOR PRELEVELING REPAIR CL. 1/2 IN. PG 58H-22	170.00	168,300.00	125.50	124,245.00	156.00	154,440.00	145.00	143,550.00	137.50	136,125.00	144.00	142,560.00
18	580	TON	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 58H-22	170.00	98,600.00	180.50	104,690.00	156.00	90,480.00	185.00	107,300.00	198.00	114,840.00	200.00	116,000.00
19	3800	TON	HMA CL. 1/2 IN. PG 58H-22	150.00	570,000.00	115.00	437,000.00	156.00	592,800.00	125.00	475,000.00	126.50	480,700.00	127.00	482,600.00
20	100	TON	HMA CL. 1/2 IN. PG 58H-22 FOR SHARED USE PATH	170.00	17,000.00	286.00	28,600.00	156.00	15,600.00	150.00	15,000.00	315.00	31,500.00	357.00	35,700.00
21	120	TON	HMA FOR APPROACH CL. 1/2 IN. PG 58H-22	170.00	20,400.00	407.00	48,840.00	156.00	18,720.00	400.00	48,000.00	448.00	53,760.00	548.00	65,760.00
22	33	L.F.	CORRUGATED POLYETHYLENE CULV. PIPE 12 IN. DIAM.	80.00	2,640.00	129.00	4,257.00	130.00	4,290.00	85.00	2,805.00	73.00	2,409.00	56.00	1,848.00
23	47	L.F.	CORRUGATED POLYETHYLENE CULV. PIPE 18 IN. DIAM.	100.00	4,700.00	150.00	7,050.00	220.00	10,340.00	85.00	3,995.00	74.00	3,478.00	60.00	2,820.00
24	170	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	50.00	8,500.00	106.00	18,020.00	120.00	20,400.00	60.00	10,200.00	78.00	13,260.00	49.50	8,415.00
25	40	EACH	FLEXIBLE GUIDE POST	88.00	3,520.00	150.00	6,000.00	200.00	8,000.00	150.00	6,000.00	165.00	6,600.00	161.00	6,440.00
26	2580	L.F.	CHAIN LINK FENCE TYPE 3	50.00	129,000.00	27.74	71,569.20	36.00	92,880.00	41.00	105,780.00	33.00	85,140.00	30.00	77,400.00
27	240	S.F.	DETECTABLE WARNING SURFACE	35.00	8,400.00	40.00	9,600.00	52.00	12,480.00	75.00	18,000.00	100.00	24,000.00	52.00	12,480.00
28	180	S.Y.	CEMENT CONC. SIDEWALK	110.00	19,800.00	111.00	19,980.00	110.00	19,800.00	100.00	18,000.00	126.00	22,680.00	117.00	21,060.00
29	4	EACH	CEMENT CONC. CURB RAMP	2,200.00	8,800.00	3,300.00	13,200.00	3,200.00	12,800.00	6,000.00	24,000.00	4,000.00	16,000.00	2,800.00	11,200.00
30	1	L.S.	PERMANENT SIGNING	33,000.00	33,000.00	41,000.00	41,000.00	30,000.00	30,000.00	42,000.00	42,000.00	45,100.00	45,100.00	44,000.00	44,000.00
31	60	S.F.	REMOVING PLASTIC CROSSWALK LINE	33.00	1,980.00	50.00	3,000.00	66.00	3,960.00	50.00	3,000.00	55.00	3,300.00	53.75	3,225.00
32	6660	L.F.	PAINT LINE	2.00	13,320.00	0.60	3,996.00	1.00	6,660.00	0.75	4,995.00	0.70	4,662.00	0.65	4,329.00
33	19600	L.F.	PAINTED WIDE LANE LINE	2.50	49,000.00	0.70	13,720.00	1.00	19,600.00	0.75	14,700.00	0.77	15,092.00	0.75	14,700.00
34	770	S.F.	PLASTIC CROSSWALK LINE	14.00	10,780.00	10.00	7,700.00	13.00	10,010.00	10.00	7,700.00	11.00	8,470.00	10.75	8,277.50

35	80	L.F.	PLASTIC STOP LINE	33.00	2,640.00	15.00	1,200.00	20.00	1,600.00	15.00	1,200.00	16.50	1,320.00	16.11	1,288.80
36	2	EACH	PLASTIC BICYCLE LANE SYMBOL	330.00	660.00	400.00	800.00	530.00	1,060.00	400.00	800.00	440.00	880.00	430.00	860.00
37	760	EACH	3 INCH HIGH RUBBER BIKE LANE DELINEATOR	110.00	83,600.00	225.00	171,000.00	300.00	228,000.00	225.00	171,000.00	247.50	188,100.00	242.00	183,920.00
38	3	EACH	ADJUST MANHOLE	550.00	1,650.00	700.00	2,100.00	330.00	990.00	1,000.00	3,000.00	800.00	2,400.00	1,290.00	3,870.00
39	1	EACH	ADJUST CATCH BASIN	550.00	550.00	700.00	700.00	330.00	330.00	675.00	675.00	800.00	800.00	462.00	462.00
40	40	EACH	ADJUST VALVE BOX	330.00	13,200.00	300.00	12,000.00	330.00	13,200.00	675.00	27,000.00	510.00	20,400.00	670.00	26,800.00
41	2	EACH	ADJUST MONUMENT CASE AND COVER	770.00	1,540.00	700.00	1,400.00	330.00	660.00	1,300.00	2,600.00	1,100.00	2,200.00	500.00	1,000.00
42	5	C.Y.	QUARRY SPALLS	220.00	1,100.00	223.00	1,115.00	100.00	500.00	90.00	450.00	410.00	2,050.00	237.50	1,187.50
TOTAL SCHEDULE B					1,414,110.00		1,439,032.20		1,573,880.00		1,540,515.00		1,616,821.00		1,487,679.30

TOTAL OF
SCHEDULE A -
B

1,761,830.00

2,142,824.70

1,880,570.00

2,104,040.00

1,966,124.00

2,267,267.00

Bids checked for unbalanced numbers

over engineer's estimate

380,994.70
21.62%

118,640.00
6.73%

342,110.00
19.42%

224,194.00
12.72%

505,337.00
28.68%

LIST OF FIRMS THAT SUBMITTED A BID OR QUOTE

City of Napavine – Contract Award Requirement

Project: Rush Road, Stella to Newaukum Valley
Contract No.: TA-7803 / RR-MP-2006 / STBGUS-5657(001)
Awarded To: Midway Underground, LLC
Award Date: August 3, 2026
Bid Amount: \$1,880,570.00

#	Business Name	Mailing Address (Street / PO Box)			
1	Core and Main	9115A NE 117th Ave Vancouver, WA 98662			
2	CB Concrete	7818 NE Spurrel Rd Woodland, WA 98674			
3	NYCO Construction	PO Box 14003 Tumwater, WA 98511			
4	C&J Contracting	P.O. Box 232, Battle Ground, WA 98604			
5	Karvonen Sand and Gravel Inc.	21310 NE 87th Ave Battle Ground, WA 98604			
6	Lakeside Industries	PO Box 636 Centralia, WA 98531			
7	Granite Construction Company	1525 E. Marine View Drive Everett, WA 98201			
8	Specialized Pavement Marking	11095 SW Industrial Way Tualatin, OR 97062			
9	Zumar	12015 Steele Street South Tacoma, WA 98448			
10	Four Seasons Concrete Construction LLC	P.O Box 609 Eatonville WA 98328			
11	Olson Concrete Construction	2210 W Main Street Ste 107-353 Battle Ground, WA 98604			
12	Express Iron Works, Inc	PO Box 137 Napavine, WA 98565			
13	MTN2Coast LLC	2320 Mottman Rd. Ste 106 Tumwater, WA 98512			
14	Traffic Safety Supply Co.	2324 SE Umatilla St Portland, OR 97202			
15	O'Bunco Engineering	33650 6th Ave S. Ste 102 Federal Way, WA 98003			
16	Berglund, Schmidt & Associates Inc	400 W Whiskah St. Aberdeen, WA 98520			
17	NW Traffic Inc.	PO Box 1915 Milton, Washington 98354			
18	Michaelis Trucking and Excavating Inc	PO Box 15057 Tumwater, WA 98511			
19	Sparrow Fence LLC	1424 Maple Drive Enumclaw, WA 98022			

CERTIFICATION

I hereby certify that the above list includes all firms that submitted a bid or quote to participate in this contract, and that the business names and mailing addresses provided are correct to the best of my knowledge.

Prepared by: Quentin Tervo
Company: Midway Underground, LLC

Title: Estimator
Date: 8/6/2026



Local Agency Contract

THIS AGREEMENT, made and entered into this _____ day of _____,

between City of Napavine under and by virtue of Title 47 RCW, as amended and

Midway Underground, LLC
980 Jackson Hwy. S.
Toledo, WA 98591

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

Rush Road, Stella to Newaukum Valley
STBGUS-5657(001)
TA-7803
RR-MP-2005

in accordance with and as described in the attached plans and specifications, and the standard specifications of the which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by City of Napavine
Agency

- II. Midway Underground LLC
Contractor hereby promises and agrees with the Contractor to employ, and does employ

the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for itself, and for its successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the Contracting Agency by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and has caused this instrument to be executed by and in the name of Midway Underground LLC the day and year first above written.
Contractor

Contractor:

Contractor Authorized Signers Signature

Contractor Authorized Signers Name and Position

Date

ACCEPTED AND APPROVED BY:

Local Agency:

Local Agency Authorized Signers Signature

Local Agency Authorized Name and Position

Date

/