



CITY COUNCIL MEETING AGENDA
Tuesday – April 25, 2023 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

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

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

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

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

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

Staff Members

Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Bryan Morris,
PW Director
Community Development

John Brockmueller,
Chief of Police

Allen Unzelman
Honorable Judge-Municipal Court

Jim Buzzard,
Legal Counsel

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

City Website
www.cityofnapavine.com

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA – AMENDED AS PRESENTED**
- VI. APPROVAL OF MINUTES FROM THE REGULAR MEETING**
 - 1) Regular Council Meeting Minutes– April 11, 2023**
- VII. STAFF & COUNCIL REPORT**
- VIII. NEW BUSINESS**
 - 1) Vouchers – M. Whitten**
 - 2) TIB Bid Auth Form Project 6-W-963(009)-1 Rush Road Repairs – B. Morris**
 - 3) Resolution 23-04-140 ILA Chip Seal Project & TIB Grant - R. Denham**
 - 4) AM 23-03 Liquor License Renewal Tumac Taproom – R. Denham**
- IX. CITIZEN COMMENTS – NON-AGENDA ITEMS**
- 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

April 11, 2023, 6:00 P.M.

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

CALL TO ORDER:

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

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, Heather Stewart Councilor #4, and Duane Crouse Councilor #5.

City staff members present: City Clerk - Rachele Denham, Chief of Police – John Brockmueller, PW/CD Director - Bryan Morris, Court Administrator, Lacie DeWitt. *ABSENT: Treasurer – Michelle Whitten is attending the Washington Public Treasurer Conference.

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Presented
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

MOVED:	Brian Watson	Motion: Approval of Minutes - Regular Council Meeting, on March 28, 2023
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Report in writing. Insurance has totaled the police car. A new car has been ordered and will need to be equipped. Operations are normal.

Bryan Morris - PW/CD Director

- Report in writing. Bryan brought a “trophy” an actual handle that was pulled out of the Rush Road Sewer pump today to show council what kind of stuff is found in the pumps.

Rachelle Denham – City Clerk

- No report, Michelle is at her Treasurer conference informing council that she is the only one in the Clerk’s office and she will respond as she can if any requests come in.

Deborah Graham – Planning Commission

- Reviewing ordinance Developer and water connection Fee and lodging taxes. Reminder the School Impact Fee meeting has been rescheduled for April 17th at 5 pm.

Lacie Dewitt – Court Administrator

- Report in writing.

Dan Mahoney- Fire District 5

- Tactics-Nationally volunteerism is down 75% used to have 20 volunteers now 5. Currently have 3 FT paid employees per shift= three shifts. Five solid volunteers which make the 4 employees per shift which they like to have. Medics are on every shift. Napavine is the third busiest FD in the County.

Heather Stewart - Councilor #4

- Nuisance doors have been taken care of.

Shawn O’Neill - Mayor

- Gave kudos to Rachelle and the staff for the acoustics microphones, they are great. The panels will be covered with historical pictures etc. Rachelle has been doing interviews for the Executive Assist some good applications.

Charley Hollinger – Napavine High School District Update

- **April School Events**-Softball game @ home Nap vs Onalaska, Baseball games were canceled due to the weather, PROM is April 29th 8-11pm at The Loft in Chehalis, Elementary School: Scholastic Book Fair April 17-21, Night of the Arts 4/20 6-7:30 pm, Student of the Month Assembly on Friday the 14th 8:40 am. This update will be presented once a month.

NEW BUSINESS

VOUCHERS- M. WHITTEN

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

Accounts Payable	67	31	108,626.18	38172-38203
Payroll Vendors	2	2	957.50	38170-71
Electronic Payments	6	6	1,211.40	EFT*20230401-06
Electronic Payroll	6	6	34,330.40	EFT*20230407-12
ACH Direct Deposit	14	14	30,991.11	Direct Deposit 4/5/23
Total Vouchers	95	59	176,116.59	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated April 2023 1st Council Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

NAPAVINE YOUTH BASEBALL 2023 AGREEMENT – R. DENHAM

MOVED:	Brian Watson	Motion: Approve the Napavine Youth Baseball 2023 Agreement
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS:

Heather Stewart asked to confirm the meeting on 4/17 with the school. Deborah Graham confirmed it is Monday April 17th at 5pm and is a workshop before the regular Planning Commission meeting.

ADJOURNMENT:

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Don Webster	
<i>Discussion: Meeting Adjourned at 6:18 p.m.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

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/oSrPVzQZ6m> .

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
Fax: (360) 262-9199
www.cityofnapavine.com

To: Mayor and City Council

From: Rachele Denham, City Clerk

RE: Clerk's Report for Council Meeting, April 25, 2023

- ❖ **Transportation Benefit District:** The state has responded and collects sales tax on a monthly basis which the collection will begin July 1, 2023.
- ❖ **InvoiceCloud:** This is up and running and is so easy to use! The link is added to the website so customers can pay their bills via InvoiceCloud. If you set up an account some of the features include payment reminders via email, text, and phone to help payers stay on top of their bills.
- ❖ **Outsourcing:** April bills got sent out on time, yay! There was an oversight on the due date of March 31, 2023, which printed on the statement causing a panic to some people. I posted this oversight on the website along with flyers in city hall. Overall, the citizens were very understanding and liked the new format of the bills.
- ❖ **Council Chamber Renovation:** DESCO AV completed the installation of new sound equipment and acoustic panels. The quality of the meeting recording is wonderful now and everyone can be heard especially when all of you speak directly into the microphone 😊.
- ❖ **Storage Room:** Brandon has been working on this in between jobs out in the field and hopefully will be finishing up with it within the next week!
- ❖ **Executive Assistant – Clerk's Office:** **The position has been filled!!!** Michelle Davis started working last week and is fitting right in! We are excited to have the position filled and the learning opportunities. Please stop into the office and introduce yourself sometime.
- ❖ **Help in the Clerk's office:** Stormy Bradley from Winlock has been a great help over the last couple of months assisting with billing tasks while we have been short-staffed. She has offered to come in and help Michelle Davis for a few hours on Wednesdays over the next few weeks with the Vision side of things to include move in/out, new meter installs, meter exchanges, along with whatever billing questions come up.



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

To: Mayor and City Council

From: Lacie DeWitt, Court Administrator

RE: Court Administrator's Report for Council Meeting, April 25, 2023

Administrator's Report:

- ❖ **Received a final quote from Clay w/National Business Furniture for the Court Office. Ready to go ahead with furniture purchase soon.**
- ❖ **The Municipal Court Office will be closed April 24-26, 2023, to attend the MPA Conference.**
- ❖ **The Municipal Court Office will be closed May 8-10, 2023, to attend DMCMA Conference and Court Administrator's Academy.**

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



Shawn O'Neill, Mayor
Rachelle Denham, City Clerk
Michelle Whitten, City Treasurer
John Brockmueller, Chief of Police
Bryan Morris, PW – CD Director

To: Mayor and City Council

From: Michelle Whitten, City Treasurer

RE: Treasurer's Report Council Meeting Date: April 25, 2023

Treasurer Report:

- I attended the Washington Municipal Treasurers Association Conference in Lake Chelan.
 - Thank you again for allowing me this opportunity. There was some great training with the first full day of “A Year in the Life of a City Treasurer”. Much of this day was basic, but I did pick up new information. Other classes I attended were: Investments, Public Sector Banking, Cash Forecasting. There was leadership training titled “Post Pandemic Leadership”, the speaker was excellent and discussed many things that have changed in our culture.
 - I was able to connect with Peter Becker, our Bond Broker.
 - There may be a few policies that need to be added or changed for Napavine that you may see presented over the next few months.

- I have attached Revenue and Expenses for the First Quarter. There is an \$88,163.65 deficit from Beginning fund balance to end of 1st quarter. There is expected revenues for Property taxes first half, and grant reimbursements.
 - In April I have received the reimbursement from AOC grant in the amount of \$42,359.31. Yea Lacie!!

2023 Quarter 1 Finance	Beginning Fund Balance	January		February		March		Ending Balance
		Revenue	Expenditure	Revenue	Expenditure	Revenue	Expenditure	
001 - General Fund 001	\$1,099,567.14	\$55,977.04	\$82,681.98	\$77,369.95	\$123,589.78	\$80,399.84	\$103,050.88	\$1,003,991.33
002 - Substance Abuse Fund	\$7,066.29	\$0.00	\$11.44	\$0.00	\$32.98	\$0.00	\$7.03	\$7,014.84
004 - Park Improvement Fund 004	\$190,693.61	\$2,712.71	\$14,969.10	\$8,043.75	\$24,948.50	\$1,949.06	\$0.00	\$163,481.53
005 - Genl Govrnmt Capital Equip Fund	\$45,656.54					\$0.00	\$45.51	\$45,611.03
006- LEOFF I OPEB Trust Fund	\$100,000.00	0	0	0	0	\$0.00	\$0.00	\$100,000.00
101 - Street Fund 101	\$195,358.27	\$2,352.47	\$10,931.25	\$3,077.68	\$15,284.35	\$9,681.00	\$15,896.60	\$168,357.22
102 Street Capital Equipment Fund	\$44,786.97							\$44,786.97
105 - Street Improvement Fund 105	\$274,183.88	\$2,712.71	\$0.00	\$8,043.75	\$0.00	\$1,949.06	\$20,417.50	\$266,471.90
110 - Criminal Justice Funds	\$54,592.23	\$0.00	\$458.12	\$4,835.68	\$0.00	\$4,602.81	\$867.80	\$62,704.80
115 - Local Fiscal Recovery Fund	\$417,634.41	\$0.00	\$4,953.05	\$0.00	\$29,924.73	\$0.00	\$10,860.53	\$371,896.10
305 - Project Planning Fund	\$356,375.76	\$5,425.45	\$0.00	\$16,087.50	\$0.00	\$3,898.13	\$0.00	\$381,786.84
401 - Water Fund 401	\$902,733.08	\$21,538.55	\$37,564.11	\$65,883.99	\$38,742.92	\$14,570.80	\$42,131.55	\$886,287.84
402 - Water System Improvement Fund	\$554,209.61	\$5,700.00	\$0.00	\$4,900.00	\$0.00	\$0.00	\$16,943.64	\$547,865.97
403 USDA Bond Reserve Fund	\$22,710.00							\$22,710.00
404 - Water Deposit Trust Fund	\$5,614.45			\$0.00	\$100.00			\$5,514.45
405 - LID 2011-1 Construction Fund								\$0.00
406 - Wastewater Fund 406	\$529,765.38	\$37,044.82	\$40,262.01	\$120,256.80	\$24,131.58	\$30,630.80	\$40,593.30	\$612,710.91
408 - Wastewater System Improve Fund	\$657,762.18			\$6,100.00	\$0.00			\$663,862.18
409 Sewer Capital Equipment Fund	\$44,786.97							\$44,786.97
411- Water Capital Equipment Fund	\$44,786.97							\$44,786.97
415 - LID 2011-1 Bond Redemption Fund	\$647,426.35	\$20,009.23	\$0.00					\$667,435.58
502 - Unemployment Compensation Fund	\$34,836.47							\$34,836.47
631 - Agency Funds	\$1,671.92	\$1,251.43	\$0.00	\$1,468.70	\$2,663.82	\$1,283.20	\$49.25	\$2,962.18
632 - Napavine Municipal Court Fund	\$9,397.40	\$0.00	\$2,685.00	\$0.00	\$3,122.25			\$3,590.15
TOTALA	\$6,241,615.88							\$6,153,452.23



PUBLIC WORKS & COMMUNITY DEVELOPMENT

407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565

Phone: (360) 262-9344 Fax: (360) 262-9199

www.napavine.wa.gov

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, April 25, 2023

- **Planning Commission Meeting Minutes**
 - Attached signed minutes

- **Project Updates**
 - ARCO- Under construction

 - Scots Industries- Waiting on engineers fire flow

 - TA- Went to hearings examiner

 - AT&T Cell Tower- went to hearings examiner

 - Roglins- Sent comments on the final submittal

- **Mayme Shaddock Park**
 - Waiting for complete submittal

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

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

- **Rush Road:** design stage for reconstruction from bridge to Island

- **Jefferson Station:** working on design

- **Housing Action Plan:** on schedule

The city of Napavine's engineer and I attended a support meeting for the new housing action plan for the city. The meeting went very well. I believe the city will have the support letters from the alliance.



PUBLIC WORKS & COMMUNITY DEVELOPMENT

407 Birch Ave SW, P. O. Box 810 Napavine, WA 98565

Phone: (360) 262-9344 Fax: (360) 262-9199

www.napavine.wa.gov



NAPAVINE PLANNING COMMISSION MINUTES
April 3, 2023 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

PLEDGE OF ALLEGIANCE:

INVOCATION: Invocation was led by Director Morris.

CALL TO ORDER:

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

ROLL CALL:

Planning Commission present: Commissioner Graham, Commissioner Morris, and Commissioner Hollinger. Commissioner Morris motioned to excuse Commissioner Haberstroh and noted that Commissioner Collins would be a few minutes late, seconded by Commissioner Hollinger. **Vote on Motion 3 aye, 0 nay.**

APPROVAL OF AGENDA – As presented:

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

APPROVAL OF MINUTES:

Commissioner Morris motioned to approve minutes from the Planning Commission Meeting on March 20, 2023, seconded by Commissioner Hollinger. Vote on motion 3 aye and 0 nay.

Commissioner Collins arrived at 6:08 PM.

OLD BUSINESS:

1. Review NMC 13.02.040 Developer connection fee/capacity charge payment.

Director Morris summarized the discussion from the last meeting. The Planning Commission is in overall agreement that the city needs to secure water for the future, and a non-refundable fee would ensure future connections years down the road. Director Morris stated that the City of Chehalis has the same exact current code, but Chehalis doesn't follow the code. The Planning Commission all agreed that the city's current code is not in the best interest for the city or developers. Discussion was also had of what part of the process the non-refundable fee would be due, is it when the letter of approval is sent, prior to the plans being stamped? The Planning Commission would like CD staff to research other cities regarding a non-refundable water capital facilities fee that would be required when subdividing/developing land into multiple lots.

Commissioner Morris moved to table until next meeting, seconded by Commissioner Hollinger. Vote on motion 3 aye and 0 nay.

CONSIDERATION:

1. Lodging Tax Ordinance – Information

Director Morris explained that the county already has a county wide ordinance that would capture lodging/tourism tax inside the city limits if the city doesn't implement one. He explained the tax is already established, the city would just get the revenue and not the county. The Planning Commission wants it on old business at the next meeting to proceed forward.

2. Concern regarding RV Living in City Limits (Commissioner Hollinger added item during meeting)

Commission Hollinger asked if the city has anything stating that you can live in a rv in your yard for a certain amount of days? Director Morris stated that it is 14 days, and it falls under the civil service department, which is the police department. Executive Assistant Katie Williams suggested Commission Hollinger reach out to the police department first to see if any action has been taken on certain properties before reaching out to city council.

3. RV Park Requirements (Commissioner Collins added item during meeting)

Commissioner Collins wants to visit the current rv park ordinances, to make sure there's enough conditions to prevent a future Peppermill. **Executive Assistant Katie Williams** stated the current code has quite a bit of "meat and potatoes" which may be a reason the city currently doesn't have a rv park. **Commission Collins** requested that the RV Park/Planned Unit Development Ordinance be added to the list of codes to be reviewed.

GOOD OF THE ORDER:

Commissioner Graham wanted to wish **Director Morris** a Happy Birthday. Also, reminder of the School Impact Fee Workshop Meeting on Monday April 17th, 2023, at 5pm.

ADJOURNMENT 7:10 pm

Commissioner Hollinger motioned to adjourn, seconded by **Commissioner Collins**. Vote 3 aye, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/AlfIOos32H>

Respectfully submitted,



Bryan Morris, Community Development/Public Works Director



Planning Commission Chairperson



Voucher Report April 25, 2023

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38204	Lewis County PUD	\$583.32	
104755010*2023 April	3/31/2023	\$33.07	2/17-3/20 Hamilton Rd
104755026*2023 April	3/31/2023	\$39.94	2/17-3/20 Koontz Rd Light
124227002*2023 April	3/31/2023	\$433.11	2/17-3/20 Rush Rd Well #6 Treatment
128578001*2023 April	3/31/2023	\$42.68	2/17-3/20 Rush Rd Light
128578002*2023 April	3/31/2023	\$34.52	2/17-3/20 hamilton Rd
Reference Number: 38205	Office of Support Enforcement	\$228.00	
Child Support - 14669	4/19/2023	\$228.00	
Reference Number: 38206	ALS Environmental	\$250.00	
36-51-611801-0	4/14/2023	\$250.00	Chlorinated Acid Herbicides
Reference Number: 38207	City of Napavine	\$563.88	
2023*Feb Court Security	3/1/2023	\$289.74	court Security Feb 2023
2023*Mar Court Security	4/1/2023	\$274.14	court Security Mar 2023
Reference Number: 38208	Emergency Vehicle Solutions L	\$208.04	
1173	4/6/2023	\$208.04	mic clop/mdt dock/pwr supply Ford F150
Reference Number: 38209	Flannery Publications	\$87.76	
61329	3/22/2023	\$43.88	Ord 645 TBD
61330	3/25/2023	\$43.88	Ord 646 TBD
Reference Number: 38210	Goods Quarry	\$361.00	
111711	4/11/2023	\$182.32	Ticket 11171 13.01 5/8"-
112101	4/10/2023	\$178.68	Ticket 112101 12.75 unity 5/8'-
Reference Number: 38211	Grants Towing & Automotive Ir	\$346.24	

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
128808	3/9/2023	\$346.24	Case 23F0187
Reference Number: 38212	Jackson Civil Engineering LLC	\$25,542.50	
0016-24-02	4/17/2023	\$25,542.50	
Reference Number: 38213	LC Emergency Management	\$3,714.00	
6698	4/4/2023	\$1,857.00	2023 - Q1 Contract EMS
6707	4/4/2023	\$1,857.00	2023- Q 2 Contract EMS
Reference Number: 38214	Lemay Mobile Shredding	\$120.00	
4787141s185	4/1/2023	\$120.00	2023*March Shred
Reference Number: 38215	Lewis County Sheriffs Office	\$416.42	
2023*March Evidence	4/7/2023	\$416.42	2023- march Evidence Handling
Reference Number: 38216	Lewis County Treasurer	\$47.09	
2023*Feb CV	3/3/2023	\$21.37	2023 Feb- Court Remittance
2023*Mar CV	4/18/2023	\$25.72	2023- Mar Court Remittance
Reference Number: 38217	State Treasurer's Office	\$2,611.18	
2023* Mar Remit	4/18/2023	\$1,500.05	2023*Mar State Remit
2023*Feb Remit	3/3/2023	\$1,111.13	2023*Feb State Remit
Reference Number: 38218	Transient Vendor	\$225.00	
2023 Herbicide Exam	4/20/2023	\$225.00	Morris/Hutchinson/Cagle Weed training
Reference Number: 38219	Transient Vendor	\$180.12	
2023*April Miles Whitten	4/20/2023	\$180.12	Whitten mileage WPTA Chelan
Reference Number: 38220	Transient Vendor	\$467.10	
2023*March UB2 help Bradley	4/20/2023	\$467.10	UB2 billing help

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38221	Transient Vendor	\$186.96	
2023*March UB2 help Jacobson	4/1/2023	\$186.96	UB2 billing help
Reference Number: 38222	Transient Vendor	\$500.00	
Derosier Golf Tournament 2023	4/20/2023	\$500.00	Golf Tournament
Reference Number: 38223	Tri-Tech Forensics, Inc	\$97.64	
00865274	4/6/2023	\$97.64	10 Blood Specimen Collection Kits
Reference Number: 38224	US Bank Corp Payment Syst	\$5,327.68	
111-0193732-5347479 Amazon	3/24/2023	\$71.99	doorhanger bags/speakers
111-0193732-5347479B Amazon	3/24/2023	\$27.93	Door Hanger blanks
111-0301967-1989074 Amazon	3/24/2023	\$52.70	chip scanner and binder clips
111-7124726-0879415 Amazon	4/20/2023	\$10.77	jumbo paper clips
111-7831347-7590628 Amazon	3/24/2023	\$94.79	3- pkg digital door hanger paper
113-0003307-1377870 Amazon	3/9/2023	\$134.46	Leather office chair-Court
113-3450543-338437 Amazon	3/29/2023	\$71.08	Furnace filters
113-9392174-7888244	3/29/2023	\$156.99	Tablet protectors PW
2023*April Free Conference Call	3/15/2023	\$3.24	File Storage 2023 April
3.23.31 USPS	3/23/2023	\$8.13	Postage
3.31.23 USPS	3/31/2023	\$16.26	Postage
3.6.23 USPS	3/6/2023	\$8.37	Postage
Dollar General 3.7.23	3/7/2023	\$5.39	court rug
ICC Order #101519141	3/28/2023	\$290.00	Building Inspector Exam
Kinder Kreations Inv 2158	3/21/2023	\$169.49	Court Clothing
Remote PC 3.10.23	3/10/2023	\$2.68	Court Remote
Skamania Lodge 2023 Clerks Conf	3/17/2023	\$353.18	Clerks Conference 2023
Skamania Lodge 3.15.23	3/15/2023	\$24.39	Clerks Conference Meal
Soft Touch 3.14	3/14/2023	\$12.45	PD Car Wash
Soft Touch 3.21	3/21/2023	\$12.45	PD Car Wash
Soft Touch 3.30	3/30/2023	\$12.45	PD Car Wash
Staples 3.30.23	3/30/2023	\$270.49	PW Laptop program

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Sweenys Ace Hardware	3/25/2023	\$56.54	Paint Supplies Clerks
US Cellular CHEHAIN82687	3/29/2023	\$1,316.58	PW -3 tablets and MIFI
Vitrazza	3/10/2023	\$1,817.76	4 - Carpet protectors-court.Treas/Clerk/Ass
VJ Bargain Barn 293106	3/13/2023	\$212.42	door map room
WSU Publications 17601	3/16/2023	\$97.67	herbicide class materials
Zoom - April 2023 Court	3/27/2023	\$17.03	2023 April zoom hearings
Reference Number: 38225	US Bank NA Cincinnati	\$26.00	
2023*March bond fees	4/20/2023	\$26.00	2023 - Bond Fee 3/1-3/31
Reference Number: 38226	Whisler Communications	\$205.23	
15516	4/18/2023	\$205.23	2-Kenwood Speaker Microphones
Reference Number: April 1-15,2023	Payroll Vendor	\$30,192.94	
ACH Pay - 14668	4/19/2023	\$3,471.55	
ACH Pay - 14669	4/19/2023	\$1,638.65	
ACH Pay - 14670	4/19/2023	\$3,540.91	
ACH Pay - 14671	4/19/2023	\$1,949.07	
ACH Pay - 14672	4/19/2023	\$2,084.37	
ACH Pay - 14673	4/19/2023	\$2,339.26	
ACH Pay - 14674	4/19/2023	\$2,137.34	
ACH Pay - 14676	4/19/2023	\$1,765.45	
ACH Pay - 14677	4/19/2023	\$3,108.55	
ACH Pay - 14678	4/19/2023	\$905.25	
ACH Pay - 14679	4/19/2023	\$2,447.45	
ACH Pay - 14680	4/19/2023	\$1,917.03	
ACH Pay - 14681	4/19/2023	\$2,888.06	
Reference Number: EFT*20230413	Home Depot Credit Services	\$290.58	
1022695	3/22/2023	\$116.54	Plywood/screws Park Window Vandalism
22085	3/13/2023	\$125.86	drywall - front office
302112	3/10/2023	\$31.97	2 x4 /tapcon front office

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
3524916	2/28/2023	\$16.21	lawnmower oil
Reference Number: EFT*20230414	DE Lage Landen Financial Serv	\$463.56	
79494202	4/8/2023	\$463.56	2023- 4/1-4/30 Sharp Copier
Reference Number: EFT*20230415	Dept of Retirement Systems	\$6,627.07	
Emp Rtmt - 14668	4/19/2023	\$265.98	
Emp Rtmt - 14669	4/19/2023	\$268.68	
Emp Rtmt - 14670	4/19/2023	\$511.59	
Emp Rtmt - 14671	4/19/2023	\$285.38	
Emp Rtmt - 14672	4/19/2023	\$280.71	
Emp Rtmt - 14673	4/19/2023	\$306.16	
Emp Rtmt - 14674	4/19/2023	\$153.99	
Emp Rtmt - 14676	4/19/2023	\$285.39	
Emp Rtmt - 14677	4/19/2023	\$230.50	
Emp Rtmt - 14679	4/19/2023	\$381.76	
Emp Rtmt - 14680	4/19/2023	\$280.19	
Emp Rtmt - 14681	4/19/2023	\$443.45	
Taxable Retirement - 14668	4/19/2023	\$428.07	
Taxable Retirement - 14669	4/19/2023	\$164.47	
Taxable Retirement - 14670	4/19/2023	\$313.16	
Taxable Retirement - 14671	4/19/2023	\$174.69	
Taxable Retirement - 14672	4/19/2023	\$171.83	
Taxable Retirement - 14673	4/19/2023	\$187.41	
Taxable Retirement - 14674	4/19/2023	\$247.84	
Taxable Retirement - 14676	4/19/2023	\$174.69	
Taxable Retirement - 14677	4/19/2023	\$370.97	
Taxable Retirement - 14679	4/19/2023	\$257.20	
Taxable Retirement - 14680	4/19/2023	\$171.51	
Taxable Retirement - 14681	4/19/2023	\$271.45	
Reference Number: EFT*20230416	Dept of Treasury Internal Rever	\$6,490.72	

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 14668	4/19/2023	\$803.39	
Federal Income Tax - 14669	4/19/2023	\$292.27	
Federal Income Tax - 14670	4/19/2023	\$584.51	
Federal Income Tax - 14671	4/19/2023	\$234.05	
Federal Income Tax - 14672	4/19/2023	\$350.75	
Federal Income Tax - 14673	4/19/2023	\$255.25	
Federal Income Tax - 14674	4/19/2023	\$396.12	
Federal Income Tax - 14676	4/19/2023	\$150.49	
Federal Income Tax - 14677	4/19/2023	\$720.46	
Federal Income Tax - 14678	4/19/2023	\$43.42	
Federal Income Tax - 14679	4/19/2023	\$493.39	
Federal Income Tax - 14680	4/19/2023	\$143.69	
Federal Income Tax - 14681	4/19/2023	\$650.21	
Medicare - 14668 (1)	4/19/2023	\$73.56	
Medicare - 14668 (2)	4/19/2023	\$73.56	
Medicare - 14669 (1)	4/19/2023	\$37.50	
Medicare - 14669 (2)	4/19/2023	\$37.50	
Medicare - 14670 (1)	4/19/2023	\$71.40	
Medicare - 14670 (2)	4/19/2023	\$71.40	
Medicare - 14671 (1)	4/19/2023	\$39.83	
Medicare - 14671 (2)	4/19/2023	\$39.83	
Medicare - 14672 (1)	4/19/2023	\$39.18	
Medicare - 14672 (2)	4/19/2023	\$39.18	
Medicare - 14673 (1)	4/19/2023	\$42.73	
Medicare - 14673 (2)	4/19/2023	\$42.73	
Medicare - 14674 (1)	4/19/2023	\$42.89	
Medicare - 14674 (2)	4/19/2023	\$42.89	
Medicare - 14676 (1)	4/19/2023	\$39.83	
Medicare - 14676 (2)	4/19/2023	\$39.83	
Medicare - 14677 (1)	4/19/2023	\$64.76	
Medicare - 14677 (2)	4/19/2023	\$64.76	
Medicare - 14678 (1)	4/19/2023	\$15.24	

Council April 25, 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Medicare - 14678 (2)	4/19/2023	\$15.24	
Medicare - 14679 (1)	4/19/2023	\$53.28	
Medicare - 14679 (2)	4/19/2023	\$53.28	
Medicare - 14680 (1)	4/19/2023	\$39.10	
Medicare - 14680 (2)	4/19/2023	\$39.10	
Medicare - 14681 (1)	4/19/2023	\$61.89	
Medicare - 14681 (2)	4/19/2023	\$61.89	
Social Security Tax - 14678 (1)	4/19/2023	\$65.17	
Social Security Tax - 14678 (2)	4/19/2023	\$65.17	
TOTAL		\$86,360.03	

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

Accounts Payable	47	21	42,067.16	38204,38206-38226
Payroll Vendors	1	1	228.00	38205
Electronic Payments	2	2	754.14	EFT*20230413-14
Electronic Payroll	2	2	13,117.79	EFT*20230415-16
ACH Direct Deposit	14	14	30,192.94	Direct Deposit 4/20/23
Total Vouchers	66	40	\$86,360.03	

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

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - Bryan Morris _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS _DAY OF _____, 2023



Small City Arterial Program (SCAP) Bid Authorization Form

TIB Project Number
6-W-963(009)-1

INSTRUCTIONS: Enter or update all information on the form. Mail the signed Bid Authorization Form and ALL required documentation to the TIB Office at:

505 Union Avenue SE, Suite 350 ❖ Post Office Box 40901 ❖ Olympia, WA 98504-0901

For assistance with your project, contact Chris Langhoff, TIB Project Engineer at (360) 586-1157

GENERAL INFORMATION

Lead Agency	NAPAVINE		
Project Name	2023 Rush Road Repairs Varies	Length in Miles	0.19 miles
Agency Contact	Yu-An Chen	Phone	(360) 723-0381
Email	admin@jacksoncivil.com		

REQUIRED DOCUMENTATION

Include the following items with your signed Bid Authorization Form

- ▶ Completed Plans and Specifications
- ▶ Final Engineer's Estimate
- ▶ Include verification of WSDOT review & approval of construction documents for projects on or adjacent to state highways

PROJECT DESCRIPTION

Describe the project as defined in the bid documents

Grind and inlay of Rush Road. Work includes, but is not limited to, the grind and inlay of specified sections of existing roadway, and shaping. Other construction activities include temporary erosion control measures, permanent pavement markings, traffic control, and other work

CHANGES IN PROJECT SINCE APPLICATION

Describe any changes that have been made to the proposed project since application

Quantities have increased from scoping due to more accurate measurements and increased deterioration of the roadway throughout the project.

Project Name **NAPAVINE**
2023 Rush Road Repairs - Varies

TIB Project Number
6-W-963(009)-1

PROJECT SCHEDULE

Indicate only changes in project target dates (Month/Year) in the spaces below:

	Previous Schedule	Current Schedule
Bid Opening	May 2023	April 2023
Contract Completion	October 2023	October 2023

PROJECT COST ESTIMATE

Update the costs to indicate the current estimated totals

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
45,000	0	25,000	0	247,000
Phase Total	45,000	Phase Total		272,000
Total Project Cost				317,000

Include a cost breakdown of **construction other** items:

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Noneligible Engineering	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	12,350	0	0
Total Eligible Project Cost					317,000

Include a cost breakdown of **noneligible** items

N/A

PROJECT COST CHANGE SINCE SELECTION

\$40,606

Include explanation of Cost Change

14.7% Increase

Cost change due to change in quantities.

Project Name **NAPAVINE**
2023 Rush Road Repairs - Varies

TIB Project Number
6-W-963(009)-1

FUNDING PARTNERS

Update funding amounts to indicate current funding **based on the engineer's estimate**

Funding Partner	Previous Funding	Anticipated Funding
NAPAVINE	13,820	15,850
TIB Funds	262,574	262,574
TIB Increase Request	0	38,576
	0	
TOTAL	\$276,394	\$317,000
Funding Partner Total is Correct		
Contact your TIB engineer about TIB increase Policy		

AGENCY CERTIFICATION

- ▶ Certification is hereby given that all Local Funds and Other Funds associated with the **Construction Phase** of the project are secured.
- ▶ This project has been reviewed by the Legislative Body of the Administering Agency or agencies or its designee and is consistent with the agency's comprehensive plan for community development.
- ▶ Design work is complete for this project and is ready to be advertised.
- ▶ All applicable state laws and requirements have been met and incorporated into the contract documents.
- ▶ If the project is within a non-attainment area, the Lead Agency certifies compliance with all requirements of the State and Federal Clean Air Act.
- ▶ All right of way for this project has been acquired, or if right of way remains to be acquired a Possession and Use Agreement has been obtained for the parcels in question. All right of way required for this project has been acquired in accordance with state laws.
- ▶ For projects on or adjacent to state highways, WSDOT has reviewed and approved construction documents.
- ▶ All required permits for construction have been acquired

Signature of Mayor

Date Signed

Typed or Printed Name & Title

CITY OF NAPAVINE, WASHINGTON

RESOLUTION NO. 2023-04-140

A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO INTERLOCAL AGREEMENTS WITH THE CITIES OF MOSSYROCK, RAINIER, TENINO, TOLEDO, VADER, AND WINLOCK, AND THE TOWN OF BUCODA, FOR ADMINISTRATION OF CHIP SEAL PROJECT AND TIB GRANT, AND ENTER INTO A FUEL TAX AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD.

RECITALS:

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

WHEREAS, the City of Napavine (“Napavine”) is authorized by law to administer public works projects and grant funds, and City of Napavine (“Napavine”) is authorized by law to administer public works projects and grant funds; and

WHEREAS, Napavine has a need to complete maintenance chip sealing work on certain streets within its jurisdiction; and

WHEREAS, the Participating Jurisdictions also have a need to come maintenance chip sealing on certain streets within its own jurisdiction, but lacks the manpower and equipment to complete the work desires to enter into an interlocal agreement with Napavine to receive services administering the work; and

WHEREAS, by entering into such Interlocal Agreement Napavine will receive more services than it would otherwise; and

WHEREAS, the Interlocal Agreement allows for the publication and bid of the project to occur once for multiple participating jurisdictions in Lewis and Thurston Counties resulting in a savings; and

WHEREAS, Napavine is willing to provide the grant administration and public works project administration services resulting in savings; and

WHEREAS, Napavine has the opportunity to receive grant funding for chip sealing work on certain streets within its jurisdiction; and

WHEREAS, to receive the specified grant funding from the Transportation Improvement Board (“TIB”) Napavine must meet certain requirements, including but not limited to:

- a. Entering into and executing an interlocal agreement with Participating Jurisdictions for such services specified herein; and
- b. Entering into and executing a Fuel Tax Agreement with TIB; and
- c. Entering into and executing a Project Funding Status Form, and certifying Napavine has funding estimated to meet its required match; and
- d. Any other requirement as set forth by law, Agreement, or TIB.

WHEREAS, the Fuel Tax Agreement is required for all grant funding received from TIB; and

WHEREAS, the Fuel Tax Agreement provides for the advancement of funds to Napavine for the work done in Participating Jurisdictions for chip sealing; and

WHEREAS, Napavine wishes to enter into such agreements mentioned above; and

WHEREAS, TIB and the Participating Jurisdictions are amenable to entering into such Agreements; and

WHEREAS, the Napavine City Council desires to enter into such Interlocal Agreement for such services and the Fuel Tax Agreement for grant funding.

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

Section 1. Interlocal Agreement Authorized. The Mayor is authorized and directed to execute and enter into on behalf of the City of Napavine the Interlocal Agreement between the City of Napavine and the Cities of Mossyrock, Winlock, Vader, Tenino, Toledo, and Town of Bucoda for the Administration of a chip Seal Project and TIB Grant, which is attached as Exhibit A, and forming a part of this Resolution.

Section 2. TIB Fuel Tax Agreement. The Mayor is authorized and directed to execute and enter into on behalf of the City of Napavine the Fuel Tax Agreement between the City of Napavine and the State Transportation Improvement Board for grant funding, which is attached as Exhibit B, and forming a part of this Resolution.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution shall be held to be invalid or unconstitutional 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 Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon passage by the City Council.

PASSED by the City Council of the City of Napavine, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 25th day of April, 2023.

SHAWN O’NEILL, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF MOSSYROCK**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this __ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF MOSSYROCK, (hereinafter “Mossyrock” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 231 East State Street, Mossyrock, WA 98564. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF RAINIER**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this __ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF RAINIER, (hereinafter “Rainier” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington municipal corporation, with its principal offices at 102 Rochester St W, Rainier, WA 98576. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF TOLEDO**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this __ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF TOLEDO, (hereinafter “Toledo”, “Participating Jurisdiction”, or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 130 N. 2nd St., Toledo, WA 98591. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF TENINO**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this __ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF TENINO, (hereinafter “Tenino” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 102 Rochester St W, Rainier, WA 98576. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF VADER**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this 11 day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF VADER, (hereinafter “Vader” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 317 8th St, Vader, WA 98593. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND TOWN OF BUCODA**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this __ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the TOWN OF BUCODA, (hereinafter “Bucoda” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 101A E 7th St, Bucoda, WA 98530. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

**INTERLOCAL AGREEMENT FOR ADMINISTRATION OF PUBLIC WORKS
PROJECT AND TIB GRANT
BETWEEN CITY OF NAPAVINE AND CITY OF WINLOCK**

THIS AGREEMENT for services administering a TIB Grant and public works project for chip sealing and associated improvements is made and entered into this ___ day of April, 2023, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 Birch Ave SW, Napavine, WA 98565, (hereinafter “Napavine” or the “Lead Agency”), and the CITY OF WINLOCK, (hereinafter “Winlock” or “Participating Jurisdiction” or “Participating Jurisdictions”), a Washington Municipal Corporation, with its principal offices at 323 NE 1st St., Winlock, WA 98596. This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW). The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the “Parties”.

RECITALS:

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

WHEREAS, Napavine has agreed to administer a chip seal project and a TIB Grant to Bucoda, Mossyrock, Rainier, Tenino, Toledo, Vader, and Winlock; and

WHEREAS, Napavine, Mossyrock, Toledo, Vader, and Winlock are located in Lewis County and Bucoda, Rainier, and Tenino are located in Thurston County; and

WHEREAS, the Parties are all in close proximity to one another; and

WHEREAS, the Parties to this Agreement possess the power and authority to enter into contracts for engineering, public works projects, and grant funding administration; and

Whereas, the Parties collectively received one-time grant funding for a chip seal project within all of the jurisdictions; and

WHEREAS, this funding is allowing each jurisdiction to collaboratively engage the services of one (1) engineer and one (1) contractor for chip seal work in all participating jurisdictions; and

WHEREAS, each Participating Jurisdiction will receive a set amount awarded for grant funding, and each may be required to provide a match to the grant funds as required by TIB and a Fuel Tax Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, after consulting with the Washington State Transportation Improvement Board (hereinafter referred to as “TIB”), the Parties agree and desire to enter into this joint opportunity to receive a greater benefit for chip seal work; and

WHEREAS, the Parties each have a need to complete maintenance chip sealing work on certain streets within each jurisdiction, and each Participating Jurisdiction desires to enter into an interlocal agreement with the Lead Agency to receive services administering the work; and

WHEREAS, the Participating Jurisdictions desire to contract with the Lead Agency to provide such services for the administration of a chip seal project and TIB Grant to the Participating Jurisdictions; and

WHEREAS, the Lead Agency is capable and is willing to provide services for the administration of a chip seal project and a TIB Grant to the Participating Jurisdictions; and

WHEREAS, the TIB Grant for each party will require the parties to cooperate with one another for the efficient administration of the Grant funding ; and

WHEREAS, TIB is in support of the parties working together on this project; and

WHEREAS, by working together and pooling resources, the parties are able to more efficiently receive the necessary chip sealing that each party needs; and

WHEREAS, for a party to be eligible to receive such grant funding, it must certify it has the funds to meet any match if required, execute a Fuel Tax Agreement with TIB, execute a Project Funding Status Form (regardless of match requirement), and enter into this Agreement; and

WHEREAS, the Parties agree to engage in the next steps necessary to facilitate this process; and

WHEREAS, the Parties agree that their cooperation in entering into this Agreement will provide more efficient, effective, and less costly services for citizens within the jurisdictional limits of all Parties, thereby better servicing the public; and

WHEREAS, the Lead Agency and the Participating Jurisdictions understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

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

1. RECITALS INCORPORATED.

The above recitals are hereby incorporated in and made a part of this Agreement as if fully set forth herein. These recitals are true and correct, and the Parties are bound thereby. By signing this Agreement, each party acknowledges reading, understanding, and agreeing to all of these recitals.

2. DEFINITIONS.

- 2.1. "Agreement" means this document and its terms, conditions, covenants, and performances contained, as well as the attached Exhibits, which are incorporated herein and made a part hereof.
- 2.2. "Business days" means Monday through Friday, excluding Washington State Holidays per RCW 1.16.050.
- 2.3. "Contracting Procedures" means applicable state laws and the ordinances, resolutions, and administrative orders adopted by a Party that specify the methods by which that Party purchases goods and services and the methods by which that Party obtains professional services, advertises for bids, and awards contracts.

- 2.4. “Contractor” means the individual, partnership, firm, corporation, or other entity with whom the Lead Agency has entered into the contract for chip sealing.
- 2.5. “Engineer” or “Project Engineer” means the engineering firm selected pursuant to Chapter 39.80 RCW for the Project by the Lead Agency as set forth in the consultant agreement between the City of Napavine and Jackson Civil Engineering.
- 2.6. “Entire Project” or “overall Project” means the public works project specified in a bid package generated by the Lead Agency pursuant to Chapter 39.04 RCW for the purpose of hiring a contractor to complete the specified Project. The bid package shall be chip sealing, striping, crack sealing, and other associated work to certain specified streets within all of the Parties’ corporate boundaries as further set forth in and Section 5 of this Agreement. The bid package shall include all drawings, specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the work to be performed.
- 2.7. “Grant” or “TIB Grant” means the funds awarded to each party for the Project, including the Participating Jurisdictions and Lead Agency.
- 2.8. “Lead Agency” means the Party designated as having administrative oversight of the services being provided to other Parties, including the responsibility for tracking expenses, providing invoices, and reconciling costs for services rendered. The Lead Agency is the City of Napavine, a political subdivision of the State of Washington. The Lead Agency will administer the Project and TIB Grant.
- 2.9. “Participating Jurisdiction” or “Participating Jurisdictions” means any City or Town who has entered into this Interlocal Agreement and has satisfied all of the requirements set forth herein.
- 2.10. “Parties” means the collective term for all Participating Jurisdictions and Lead Agency.
- 2.11. “Project” means the portion or part of the entire Project occurring within the Participating Jurisdiction’s corporate boundaries as further set forth in Exhibit A.1 and Section 5 of this Agreement.
- 2.12. “Public Works Contract” means the contract for the construction of the entire Project.
- 2.13. “TIB” means the Washington State Transportation Improvement Board.
- 2.14. “WSDOT” means Washington State Department of Transportation.

3. ELIGIBILITY.

- 3.1. For any Participating Jurisdiction to be eligible to participate in this Agreement and receive the benefits conferred herein shall complete the following:
 - 3.1.1. Approval of the Agreement by the official action of the governing body of the Participating Jurisdiction and Lead Agency; and
 - 3.1.2. Execution of the Agreement by the duly authorized representative of the Participating Jurisdiction and Lead Agency; and
 - 3.1.3. Execution of TIB Fuel Tax Agreement by the official action of the governing body and the duly authorized representative of the Participating Jurisdiction and Lead Agency; and
 - 3.1.4. Execution and submission of a Project Funding Status Form to TIB; and
 - 3.1.5. Filing a copy of this Agreement or 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.
- 3.2. Any Participating Jurisdiction who fails to complete any of the above requirements shall be removed from this Agreement and shall not receive any of the benefits included herein.

4. PURPOSE.

The purpose of this Agreement is to make available, jointly, to the Participating Jurisdiction and Lead Agency the resources and services of to carry out a public works project of certain streets within the Participating Jurisdiction and Lead Agency, and the administration of the TIB Grant that will be reimbursed by each Participating Jurisdiction to the Lead Agency for contracts approved under the terms of this Agreement and the Grant. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources, by providing services to the other Parties, and by conducting joint operations for public works projects.

The Parties hereto, pursuant to Titles 35, 35A, and 39 RCW (bidding laws), and pursuant to Chapter 39.34 RCW do hereby contract to cooperatively procure a public works project as a result of competitive bidding and within the specifications established by and for each individual Participating Jurisdiction. This Agreement is offered to allow the Parties the capability to procure such public works project designed specifically for each party's needs to take advantage of prices achieved by group participation.

5. PROJECT.

The public works project specified in the bid package generated by the Lead Agency pursuant to Chapter 39.04 RCW for the purpose of hiring a contractor to complete chip sealing, striping, crack sealing, and other associated work. At the time of completion of the bid package, the Participating Jurisdiction's need for Chip Seal Services has been previously determined and a preliminary drawing and/or outline of the streets to likely receive chip sealing, striping, crack sealing, and other associated work are set forth in Exhibit A.1, incorporated herein by this reference and made a part hereto as if set forth in full. The entire Project is estimated to cost \$1,500,000.00 for all eight (8) municipalities, including the Participating Jurisdiction and Lead Agency.

6. DURATION.

The Agreement shall take effect on April ___, 2023, or as soon thereafter as the Participating Jurisdiction is determined to be eligible pursuant to Section 3 of this Agreement.

7. TERMINATION.

7.1. This Agreement shall terminate upon completion of the Project further described herein, including payment, reimbursement, and close out; or on a specific date and time, upon written mutual agreement of the Lead Agency and the Participating Jurisdiction. No termination by one (1) single jurisdiction shall terminate the Agreement for any other Participating Jurisdictions.

7.2. This Agreement may be terminated other than under Section 7.1, as follows:

7.2.1. By Participating Jurisdiction. Any Participating Jurisdiction may terminate this Agreement only after receiving written approval from TIB. Upon receiving such written approval, that Participating Jurisdiction may terminate this Agreement by delivering thirty (30) days or more written Notice of Termination to the Mayor or City Clerk of the Lead Agency at the Lead Agency's City Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor or City Clerk, such Notice may be served upon any employee at City Hall. In the absence of the Mayor, City Clerk, and any employees, then by conspicuously affixing such Notice to the front door of the Lead

Agency's City Hall, and by mailing such Notice to the Lead Agency, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.

7.2.2. By the Lead Agency. The Lead Agency may terminate this Agreement only after receiving written approval from TIB. Upon receiving written approval, the Lead Agency may terminate this Agreement by delivering thirty (30) days or more written Notice of Termination to the Mayor or City/Town Clerk of the Participating Jurisdiction at its City/Town Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor or City/Town Clerk, such Notice may be served upon any employee at City/Town Hall. In the absence of the Mayor, City/Town Clerk, and any employees, then by conspicuously affixing such Notice to the front door of the Participating Jurisdiction's City/Town Hall, and by mailing such Notice to the individual identified in Section 15 of this Agreement, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.

7.2.3. By Both Parties. This Agreement may be terminated at any time upon mutual agreement of the Parties.

7.3. This Agreement may be renewed only by written agreement approved by both the Lead Agency's City Council and the Participating Jurisdiction's City/Town Council.

8. COST ESTIMATE - PARTICIPATING JURISDICTION RESPONSIBILITY.

8.1. In addition to all other requirements included in this Agreement, each Participating Jurisdiction shall complete and submit Updated Cost Estimates ("UCE") to TIB. The UCE shall be completed and submitted, as required by TIB, as follows:

8.1.1. Prior to bid. If required by TIB, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, authorize the Project bid and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB.

8.1.2. Bid Award. After the Lead Agency awards the contract to the lowest responsive responsible bidder, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, approve the bid award and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB.

8.1.3. Project closeout. Upon the completion of the Project, and upon receiving all invoices, Reimbursement Requests, and other necessary documents, the Participating Jurisdiction shall, at its next regularly scheduled council meeting, approve the project and direct the Participating Jurisdiction's representative to complete and submit the UCE to TIB. Such submittal shall occur within ninety (90) days of Project completion.

9. SERVICES.

9.1. The Lead Agency shall provide services to the Participating Jurisdictions, as follows:

9.1.1. Provide administration services and/or assistance for Project and TIB Grant.

9.1.2. Provide oversight and control of consultants, Project Engineer, Project Contractor, advertising for bids, public bidding, award of contract, and general management of Project.

9.1.3. Provide to Participating Jurisdictions monthly reports of activity for the purposes of accounting for services rendered hereunder.

9.1.4. Comply with all statutory requirements necessary to award the bid, proposal, or contract and either (i) post the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

9.2. Bid and Award. On the day of bid opening, or as soon thereafter as practicable, the Lead Agency shall notify the Participating Jurisdictions of the bid amount for chip sealing each Participating Jurisdiction's specific streets submitted by the apparent low bidder.

9.3. Construction. The Lead Agency shall be responsible for construction administration of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical, and other services necessary for the construction of the Project.

The Lead Agency shall advertise the Contract in the official legal publication for the Lead Agency and if necessary other publications, consistent with applicable laws and regulations. The Lead Agency shall open the bids and shall notify the Participating Jurisdiction of the time and date of the bid opening, which is typically two (2) to three (3) weeks after the bid is advertised. The Participating Jurisdictions may attend the opening of the bids. The Lead Agency shall award the Contract to the lowest responsive responsible bidder for the Project, subject to applicable laws and regulations.

The Lead Agency shall require that the Participating Jurisdictions be included as an additional insured on all of the Contractor's insurance policies and that the Participating Jurisdictions be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the Lead Agency. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

The Participating Jurisdictions may provide a written description of any deficiencies observed and the remedy the Participating Jurisdiction believes is necessary for each deficiency cited. The Lead Agency shall, in its sole discretion, decide if there are deficiencies as identified by the Participating Jurisdictions and whether action is necessary to resolve them. The Participating Jurisdictions shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly on any matters.

The Lead Agency may hold weekly construction meetings with its Contractor. The Participating Jurisdiction, at its option, may attend the meetings during the time the Project is actively under construction within the Participating Jurisdiction's corporate boundaries. The Participating Jurisdictions may provide the Lead Agency with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the Lead Agency's approval.

10. TIB GRANT.

10.1. Participating Jurisdictions shall individually be responsible for the receiving of the Grant funds from TIB and then reimbursing the Lead Agency for the costs incurred by the Lead Agency under the Public Works Contract for the Project.

10.2. The Lead Agency shall supply TIB with all invoices for services performed for each Participating Jurisdiction, including the Lead Agency, upon receipt from the Contractor. The Participating Jurisdiction shall also submit all invoices for the services performed for the Participating Jurisdiction upon receipt from the Lead Agency.

11. ENGINEERING.

11.1. The Lead Agency affirms the following:

11.1.1. It has complied with the requirements for contracting engineering services under chapter 39.80 RCW.

11.1.2. The services to be provided to the Participating Jurisdiction are related to, and within the general scope of, the services the engineering firm was selected to perform.

11.2. Scope of Engineering Services.

11.2.1. The Engineer shall be tasked with the design and administration of chip seal services as set forth in the consultant agreement between the City of Napavine and Jackson Civil Engineering.

12. PERSONNEL AND EQUIPMENT.

The Lead Agency and Participating Jurisdiction agree that:

12.1. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be solely vested in the Lead Agency.

12.2. All persons rendering services hereunder shall be, for all purposes, employees of the Lead Agency, not including the Contractor's Employees or subcontractors which shall be independent contractors of the Lead Agency.

12.3. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matters for the services provided shall be those of the Lead Agency.

12.4. The Lead Agency shall ensure each employee is properly equipped to perform services under this Agreement.

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

13. FISCAL AGENT, FINANCING, REIMBURSEMENT, ADMINISTRATIVE FEE, AND PAYMENT.

13.1. Fiscal Agent. The Lead Agency is the fiscal agent for the TIB Grant as the Lead Agency was selected by TIB to oversee the entire Project and the Grant on behalf of all Participating Jurisdictions. Each Participating Jurisdiction agrees to reimburse the Lead Agency the total amount expended on the Project within its specific jurisdiction as determined by TIB for the expenditures.

13.2. Financing.

13.2.1. Funds necessary to carry out this Agreement shall come from the following:

13.2.1.1. TIB Grant Funds pursuant to separate Fuel Tax Agreement.

13.2.1.2. Participating Jurisdiction Match. As authorized in WAC 479-10-160, a Participating Jurisdiction may be required to provide a match to the Grant funding it is set to receive. Any party to this Agreement, regardless of any requirement to provide a match, shall submit and execute a Project Funding Status Form to TIB. Any party to this Agreement required to match a certain percentage of the TIB Grant, shall certify they have such estimated funds pursuant to the requirements of the Project Funding Status Form and any other requirements imposed by TIB upon such party.

13.3. Reimbursement. The Lead Agency will submit copies of paid invoices for services provided to each Participating Jurisdiction for reimbursement of the funds spent (“Reimbursement Request”).

13.4. Administrative Fee. In consideration of the services to be rendered as provided in the Agreement, each Participating Jurisdiction promises to pay the Lead Agency as follows:

13.4.1. The Participating Jurisdiction is responsible for reimbursement of the administrative costs incurred by the Lead Agency in administering this Agreement. The Lead Agency shall be paid an Administrative Fee for the Lead Agency employees’ time spent for the Participating Jurisdiction under this Agreement, on a monthly basis. The Administrative Fee shall be at a rate set forth in Exhibit A.2, which is attached hereto and incorporated herein by this reference.

13.5. Payment. Each Participating Jurisdiction shall remit payment to the Lead Agency within forty-five (45) calendar days of mailing the invoice/reimbursement request. Any failure to tender reimbursement/payment to the Lead Agency within forty-five (45) days of mailing shall be considered a material breach of this Agreement. Any questions, concerns, or issues a Participating Agency may have regarding finances, invoices, or payments shall be directed to the Lead Agency’s Treasurer, Michelle Whitten.

13.6. Performance.

13.6.1. The Lead Agency shall pay invoices submitted by the Contractor for chip seal services provided to a Participating Jurisdiction pursuant to the Public Works Contract for the Project. The Lead Agency shall submit a Reimbursement Request to the Participating Jurisdiction as set forth in section 13.3 of this Agreement.

13.6.2. The Participating Jurisdiction shall, upon receipt of a Reimbursement Request from the Lead Agency, submit all necessary documents to TIB as required in the Fuel Tax Agreement and as otherwise required by TIB. The Participating Jurisdiction shall remit payment pursuant to Section 13.5.

13.6.3. Regardless of whether or not the Participating Jurisdiction receives funds from TIB, the Participating Jurisdiction acknowledges, understands, and agrees to reimburse the funds the Lead Agency paid on the Participating Jurisdiction’s behalf for the work done on the Project.

14. ADMINISTRATION OF AGREEMENT.

14.1. The Lead Agency will administer the Project and TIB Grant.

14.2. Each Participating Jurisdiction designates the following to be its representative to this Agreement:

For Bucoda:
Robert Gordon, Mayor

For Napavine:
Bryan Morris, Community Development Director

For Tenino:
Wayne Fournier, Mayor

For Vader:
Joe Schey, Mayor

For Mossyrock:
Randall Sasser, Mayor

For Rainier:
Robert Shaw, Mayor

For Toledo:
Steve Dobosh, Mayor

For Winlock:
Brandon Svenson, Mayor

14.3. Implementation, administration, and management of this Agreement shall be vested in the Lead Agency. Any concerns, issues, or questions regarding the Project or the Contractor, not including any dispute subject to Section 22 of this Agreement, shall be conveyed by a Participating Jurisdiction's Representative to the Lead Agency's Representative. Any questions, concerns, or issues regarding invoices or finances shall be addressed pursuant to Section 13 of this Agreement.

14.4. The representatives shall jointly have the authority and power to act as liaison between the Lead Agency and the Representative's Participating Jurisdiction.

14.5. The representatives shall not have the authority or power to modify or revise the terms of this Agreement. However, the representatives shall have the authority and power to propose modifications or revisions to this Agreement, as well as agreements that supplement this Agreement. Any such proposals by the representatives shall have no force or effect until the representative's City/Town council and the Lead Agency hereto have approved the same in writing.

15. NOTICES.

Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the Party which is the intended recipient of the notice at its address as follows:

TOWN OF BUCODA
Attn.: Mayor Robert Gordon
101A E 7th St
PO Box 10
Bucoda, WA 98530

CITY OF NAPAVINE
Attn.: Mayor Shawn O'Neill
P.O. Box 810
407 Birch Ave SW
Napavine, WA 98565

CITY OF MOSSYROCK
Attn.: Mayor Randall Sasser
243 E Main St
PO Box 96
Mossyrock WA 98564

CITY OF RAINIER
Attn.: Mayor Robert Shaw
102 Rochester Street West
PO Box 258
Rainier, WA 98576

CITY OF TENINO

Attn.: Mayor Wayne Fournier
149 Hodgden Street South
PO Box 4019
Tenino, WA 98589

CITY OF TOLEDO

Attn.: Mayor Steve Dobosh
PO Box 236
130 N. Second Street
Toledo, WA 98591

CITY OF VADER

Attn.: Mayor Joe Schey
317 Eighth Street
PO Box 189
Vader, WA 98593

CITY OF WINLOCK

Attn.: Mayor Brandon Svenson
323 NE 1st St.
PO BOX 777
Winlock, WA 98596

16. INSURANCE.

Each party hereto shall carry for the duration of this Agreement insurance with the following minimums:

General Liability, Property/Auto Damage: As required and provided through Associated Washington Cities/Risk Management Service Agency for both parties.

Industrial Insurance: Through Washington State Labor and Industries

It is understood that each of the parties hereto may fulfill the requirements set forth in this section either by way of self-insurance, an authorized insurance pool, or by an insurance provider authorized to do business in the State of Washington.

The Lead Agency shall at all times carry liability coverage in the minimum amount of \$2,000,000 covering all activities of its personnel related to the performance of this Agreement. A letter evidencing coverage shall be provided upon request by any Participating Jurisdiction.

17. INDEMNIFICATION.

Each party to this Agreement shall indemnify, defend, and hold the other party and its elected officials, agents, and employees harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of any accidents, damages, or injuries to persons or property occurring during the duration of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party, or any breach of the indemnifying party under this Agreement. It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the Parties waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The Parties agree that this waiver has been mutually negotiated. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

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 bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Participating Jurisdiction, it's officers, officials, employees, volunteers, and agents, and the Lead Agency, its officers, officials, employees, volunteers and agents, then the Participating Jurisdiction's liability,

including any duty and cost to defend, hereunder shall be only to the extent of the Participating Jurisdiction's negligence, and the Lead Agency's liability, including any duty and cost to defend, hereunder shall be only to the extent of the Lead Agency's negligence.

Nothing herein shall require a party to indemnify and hold harmless the other party from any claim or action at law or in equity based solely on the conduct of the other party, its officers, officials, employees, and agents. In the event of the concurrent negligence of the parties, the party's respective obligations hereunder shall apply only to the percentage of fault attributable to such party, its officers, officials, employees, and agents.

The Parties agree that each party has no liability as far as the durability, serviceability, and warranty of the goods and services provided for the Project. The Lead Agency and the Participating Jurisdiction accept no responsibility for the performance of any contracts by the Contractor.

18. PROPERTY OWNERSHIP.

The Parties do not anticipate jointly purchasing or acquiring any real or personal property solely because of this Agreement. Provided, if the Parties desire to jointly acquire any personal or real property, then such transaction shall first be approved by each City/Town council. Provided further, 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 in Section 22 of this Agreement.

19. VENUE AND JURISDICTION.

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.

20. MODIFICATION.

No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by each party. The Lead Agency may require a modification to Section 13 of this Agreement based on any change in cost to the Project under this Agreement. Any such modification required by the Lead Agency shall be subject to review by the Participating Jurisdiction's City/Town Council. Any such modification required by a Participating Jurisdiction shall be subject to review by the Lead Agency's City Council. In the event the Parties hereto cannot agree on such a modification, then such disagreement shall constitute a dispute to be resolved through binding Dispute Resolution as set forth in Section 22 of this Agreement.

21. DEFAULT AND REMEDIES.

21.1. Default. If either Party fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in

which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the nonperformance is of a type that could not reasonably be cured within said twenty (20) day period then the nonperforming party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

21.2. Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 21.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

22. DISPUTE RESOLUTION.

The Parties shall resolve any dispute arising by way of this Agreement through any alternative dispute resolution process, including, but not limited to, mediation and arbitration as set forth in Chapter 7 RCW. In the event such a dispute remains unresolved after exhaustion of the alternative dispute resolution process, any party may pursue any other remedy, including those available at law or in equity.

23. 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.

In the performance of this Agreement, the Parties shall, at all times comply with any, and all, federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

24. PUBLIC RECORDS ACT.

This Agreement and all public records associated with this Agreement shall be available from the Parties for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of another Participating Jurisdiction or the Lead Agency are needed for a party to respond to a request under the Act, as determined by the party, the Participating Jurisdiction and Lead Agency agree to make them promptly available to the party. If the other party considers any portion of any record provided to the party under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the other party shall clearly identify any specific information that it claims to be confidential or proprietary.

If a party receives a request under the Act to inspect or copy the information so identified by a other party and the party determines that release of the information is required by the Act or otherwise appropriate, the party’s sole obligations shall be to notify the other party (a) of the request and (b) of the date that such information will be released to the requester unless the other party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the other party fails to timely obtain a court order enjoining disclosure, the party will release the requested information on the date specified. The Parties have, and by this section assume, no obligation on behalf of the other Party’s to claim any exemption from disclosure under the Act. No party shall be liable to the other Parties for releasing records not clearly identified by the other party as confidential or proprietary.

The party shall not be liable to the other party for any records that the party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The other party agrees to indemnify and, to the greatest extent legally possible, to hold harmless the party in any action by a third party due to the negligence, recklessness, or intentional actions by the other party relating to its performance of this contract. This includes any lawsuit filed by a third party for the party's allegedly improper release of confidential or proprietary information pursuant to a public records request.

25. AUDITS AND INSPECTIONS.

The records and documents pertaining to all matters covered by this Agreement shall be retained and be subject to inspection, review, or audit by the Parties during the term of this Agreement and for three (3) years after termination.

26. SEVERABILITY.

It is understood and agreed by the Parties hereto that if any term of this Agreement is declared invalid, the validity of the remaining terms of this Agreement shall not be affected and the rights and obligations of the Parties shall be construed as if this Agreement did not contain the invalid term. If it should appear that any term herein conflicts with any statutory provision(s) of the State of Washington, said term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provision(s).

27. WAIVER.

The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

28. EQUAL OPPORTUNITY EMPLOYER.

The Lead Agency warrants that it is an equal opportunity employer and has an affirmative action plan.

29. ATTORNEY'S FEES AND COSTS.

If either party commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing party in such litigation shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such litigation.

30. NO SEPARATE LEGAL ENTITY CREATED.

This Agreement creates no joint board and no separate legal entity.

31. NO SEPARATE OR JOINT BUDGET CREATED.

No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property.

32. NO AGENCY, PARTNERSHIP, OR EMPLOYMENT RELATIONSHIP CREATED.

Nothing herein shall be construed as creating an agency, partnership, or employment relationship between or among the Parties or any of their employees, representatives, or agents. The services provided under this Agreement are those of an independent contractor.

33. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall create or be construed to create any rights, duties, obligations, or cause of action in any person not a party to it.

34. NO RESTRICTION ON POLICE POWERS.

Nothing in this Agreement shall diminish any of the Parties' governmental or police powers.

35. ASSIGNMENT.

Neither party shall assign any obligations or rights under this Agreement without the express written consent of the other party.

36. SURVIVAL.

Any provision of this Agreement that poses an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be binding on the Parties to this Agreement.

37. EXTENT OF AGREEMENT.

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement between the Parties hereto.

38. ENTIRE AGREEMENT.

This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise.

39. FUTURE DOCUMENTS.

- 39.1. The Parties shall perform any and all acts and execute and deliver any and all documents that may be or become necessary and proper to give effect to and carry out the terms hereof.
- 39.2. Upon the Lead Agency's completion of the public bid documents, the terms contained in the documents shall be incorporated by this reference into this Agreement.
- 39.3. Upon execution of the Public Works Contract by the Lead Agency with the Contractor, all terms and conditions contained within the Public Works Contract shall be incorporated by this reference into this Agreement.

40. 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.

41. 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.

42. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year set forth above.

CITY OF NAPAVINE

BY: _____
SHAWN O'NEILL, Mayor

Attest: _____
RACHELLE DENHAM, City Clerk

Accepted by Napavine City Council on:

Approved as to form:

JAMES M.B. BUZZARD, City Attorney

CITY OF [NAME]

BY: _____
[MAYOR NAME], Mayor

Attest: _____
[CLERK NAME], City Clerk

Accepted by [NAME] City Council on:

Approved as to form:

[CITY ATTORNEY NAME], City Attorney

CITY OF TOLEDO

BY: _____
STEVE DOBOSH, Mayor

Attest: _____
RACHEL BEAVER, City Clerk

Accepted by Toledo City Council on:

Approved as to form:

JAMES M.B. BUZZARD, City Attorney

TOWN OF BUCODA

BY: _____
ROBERT GORDON, Mayor

Attest: _____
JANIZA MORADOS, Town Clerk/Treasurer

Accepted by Bucoda Town Council on:

Approved as to form:

MARISSA Y. JAY, Town Attorney

CITY OF MOSSYROCK

BY: _____
RANDALL SASSER, Mayor

Attest: _____
LINDA HANNON, City Clerk

Accepted by Mossyrock City Council on:

Approved as to form:

JAMES M.B. BUZZARD, City Attorney

CITY OF RAINIER

BY: _____
ROBERT SHAW, Mayor

Attest: _____
TAMI JUSTICE, City Clerk/Treasurer

Accepted by Rainier City Council on:

Approved as to form:

WILLIAM L. CAMERON, City Attorney

CITY OF VADER

BY: _____
JOE SCHEY, Mayor

Attest: _____
LISA HUCKLEBERRY, City Clerk

Accepted by Vader City Council on:

Approved as to form:

JENNIFER S. ROBERTSON, City Attorney

CITY OF TENINO

BY: _____
WAYNE FOURNIER, Mayor

Attest: _____
KAYLEEN CANUP, City Clerk/Treasurer

Accepted by Tenino City Council on:

Approved as to form:

RICHARD L. HUGHES, City Attorney

CITY OF WINLOCK

BY: _____
BRANDON SVENSON, Mayor

Attest: _____
PENNY JO HANEY, City Clerk

Accepted by Winlock City Council on:

Approved as to form:

MARISSA Y. JAY, City Attorney

EXHIBIT A.1

EXHIBIT A.2

The Lead Agency shall invoice the Participating Jurisdiction an Administrative Fee for the time spent by the Lead Agency's employees per the hourly rate set forth below. The Administrative Fee shall not exceed a total of \$ _____.

EMPLOYEE TITLE	RATE
Treasurer	\$ _____ /hr.
Lead Agency Representative	\$ _____ /hr.
Community Development Administrative Assistant	\$ _____ /hr.
	\$ _____ /hr.



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

**City of Napavine
Action Memorandum No. 23-03**

AM 23-03: Notice of New Liquor License

Originator: Rachele Denham, City Clerk

Prepared Date: April 21, 2023

Agenda Date: April 25, 2023

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

Review by Mayor Shawn O’Neill: _____,

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

- 1) Tumac Taproom 108 E. Washington St. expires July31, 2023.

Fiscal Impact: yes no

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

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

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

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

Staff Recommendation:

- Approve Liquor License renewal license for Tumac Taproom, License #433556