



CITY COUNCIL MEETING AGENDA

Tuesday – June 13, 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– May 23, 2023
- 2) Public Hearing DRAFT Housing Action Plan Minutes – May 23, 2023

VII. STAFF & COUNCIL REPORT

VIII. NEW BUSINESS

- 1) Vouchers – M. Whitten
- 2) Ord No. 647 Adopting Housing Action Plan – B. Morris
- 3) Ord No. 648 Re-establishing Civil Service – R. Denham / J. Brockmueller
- 4) Ord No. 649 Napavine Controlled Substance – R. Denham / J. Brockmueller
- 5) AM 23-08 Leak Adj Acct. 2782.0 Gary Rai – R. Denham
- 6) AOC Blake 2024 FY Reimbursement Grant – L. DeWitt
- 7) DRAFT NMC 17.08.306 Residential Care Facility – B. Morris
- 8) DRAFT NMC 17.08.017 Adult Family Home – B. Morris
- 9) DRAFT NMC 17.60.020 Habitation in recreational vehicles – B. Morris
- 10) Jackson Civil Engineering Agreement – Jefferson Pump Station – B. Morris

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

May 23, 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 6:02 pm, due to Public Hearing on DRAFT Housing Action Plan held 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, and Duane Crouse Councilor #5.

City staff members present: City Clerk - Rachelle Denham, PW/CD Director - Bryan Morris, Treasurer – Michelle Whitten, PD Exec Assistant – Judy Godbey, and Court Administrator – Lacie DeWitt. *Not Present: Chief of Police - is attending WASPC Conference in Spokane, WA, and Legal Counsel – Jim Buzzard.

MOVED:	Ivan Wiediger	Motion: Excuse Councilor Heather Stewart
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

CONSENT/APPROVAL OF AGENDA

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

APPROVAL OF MINUTES FROM REGULAR COUNCIL MEETING

MOVED:	Ivan Wiediger	Motion: Approval of Minutes - Regular Council Meeting, on May 9, 2023
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller / Judy Godbey – Chief of Police

- Report in writing.

Bryan Morris - PW/CD Director

- Report in writing.

Michelle Whitten – Treasurer

- Will be on vacation and back 05/31. The annual report is completed and was reviewed by councilor Ivan Wiediger.

Lacie Dewitt – Court Administrator

- Report in writing.

Don Webster – Councilor #3

- Thanked the fire department for the quick response and excellent work that was done to the fire next door to him.

Brian Watson – Councilor #1

- Next Tuesday at the Jester Auto Museum the Chronicle will be honoring the Athletes of the Year. Several athletes, including some from Napavine, will be honored to include Max O'Neill.

Deborah Graham – Planning Commission

- Still working on standards for Recreational Parks and on Adult Family Homes.

Dan Mahoney- Fire District 5

- Fire update: May 17th at 11:30 pm there was a house fire at 528 2nd Ave NW. The residents were taken to Providence hospital for smoke inhalation. There was a witness who went inside to rescue the residents. Burt Holmes will be recognized and given honors. There was a small oxygen bottle that caused the explosion. Oxygen bottles are very dangerous, this is a reminder of what damage these can cause. Retrieved some personal items to include the wallets, dentures, I-phone, walking shoes, wedding ring, three vehicles were lost in the fire and was a total loss.

Shawn O'Neill - Mayor

- Congrats to Ivan Wiediger, Don Webster, Duane Crouse for retaining your elected positions! There is a concert tonight at the high school and it starts at 7 pm. Building good relationships with other cities has provided Napavine with some good opportunities. Recently a TIB project with other cities has contributed to making Napavine the lead city. The Economic Alliance of Lewis County has named the City of Napavine as a focus city.

NEW BUSINESS**VOUCHERS- M. WHITTEN**

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

Accounts Payable	89	34	174,509.60	38257/59-92
Payroll Vendors	1	1	228.00	38258
Electronic Payments	3	3	7,118.27	EFT*20230515,18-19
Electronic Payroll	2	2	13,757.66	EFT*20230516-17
ACH Direct Deposit	15	15	32,431.03	Direct Deposit 5/19/23
Total Vouchers	110	55	\$ 228,044.56	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated May 2023 2nd Council Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

TIB UPDATED COST ESTIMATE 2023 LEWIS & THURSTON BUNDLE PROJECT – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Approve the TIB Updated Cost Estimate
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

AM 23-05 HIRE FULL-TIME ADMIN ASSISTANT PW/CD DEPARTMENT – B. MORRIS

MOVED:	Don Webster	Motion: Approve AM 23-05
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

AM 23-06 HIRE FULL-TIME POLICE OFFICER – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Approve AM 23-06
SECONDED:	Don Webster	
<i>Discussion: The mayor commented that there is a need for deemed nuisance properties to be enforced and more police presence down at Rush Rd. enforcing the law.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

AM 23-07 AMPHITHEATRE DEPOSIT WAIVER FUNTIME FESTIVAL – R. DENHAM

MOVED:	Ivan Wiediger	Motion: Approve AM 23-07
SECONDED:	Duane Crouse	
<i>Discussion:</i> The Mayor will call Jerry Owens to discuss what entertainment will be held on Saturday, July 15 th at the amphitheater. The council felt that before they agreed to waive the fee, they wanted to make sure that entertainment was secure. Director Morris commented that during an event it also comes with a lot of clean-up of left over garbage etc. Don Webster made a comment that if someone came in and put money down on it then that should supersede the waiving for Funtime. Bryan will need notice to clean up the Amphitheater if it is going to be used.		
<i>Motion: TABLE AM 23-07 Moved: Duane Crouse Seconded: Ivan Wiediger 4-0 Motion Carried; 4 aye and 0 nay.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

CITIZEN COMMENTS – NON-AGENDA ITEMS: No Comments**ADJOURNMENT:**

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 6:32p.m.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freconferencerecall.com or at the link <https://fccdl.in/ebY397JQra> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
PUBLIC HEARING – DRAFT Housing Action Plan
May 23, 2023 - 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O'Neill called the public hearing of the **DRAFT Housing Action Plan** to order 6:00 pm.

INTRODUCTION:

Mayor Shawn O'Neill introduced himself as presiding over the public hearing.

PURPOSE OF HEARING:

To invite testimony from the community members and the public, regarding the **DRAFT Housing Action Plan** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **DRAFT Housing Action Plan**, any questions, please direct them to the mayor and he will direct staff and our Council members who may have the answers to address the question. Mayor would like to keep the discussion to a minimum.

PROCEDURE:

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

- Your Name
- Your Address
- Who you represent

Opened Public Hearing:

Mayor Shawn O'Neill opened the public hearing and welcomed anyone wishing to speak to approach the podium.

No community members or general public testified to the Council. No Action was taken by the council during the regular council meeting on May 23, 2023.

Closing of Public Hearing:

Mayor Shawn O'Neill announced, all testimony having been taken, the public hearing on the **DRAFT Housing Action Plan** is now closed ending time 6:02 pm.

Recording link: <https://fccdl.in/ebY397JQra> .

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor

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Reference	Date	Amount	Notes
Reference Number: 38293	I-5 Dodge	\$43,345.03	
23 Dodge Durango	5/19/2023	\$43,345.03	
Reference Number: 38294	US Bank Corp Payment Syst	\$39.22	
CDA Resort Cafe 4/27	4/27/2023	\$10.07	Macomber meals conf
CDA Resort Cafe4/24	4/24/2023	\$12.19	Macomber meals conf
Cricketts 4/26	4/26/2023	\$16.96	Macomber meals conf
Reference Number: 38295	International Brotherhood Teamsters Lc	\$844.50	
Union Dues - 14696	5/17/2023	\$53.75	
Union Dues - 14697	5/17/2023	\$31.25	
Union Dues - 14698	5/17/2023	\$40.75	
Union Dues - 14700	5/17/2023	\$34.75	
Union Dues - 14701	5/17/2023	\$35.75	
Union Dues - 14702	5/17/2023	\$37.25	
Union Dues - 14704	5/17/2023	\$36.25	
Union Dues - 14705	5/17/2023	\$43.25	
Union Dues - 14706	5/17/2023	\$35.75	
Union Dues - 14707	5/17/2023	\$37.75	
Union Dues - 14710	5/17/2023	\$35.75	
Union Dues - 14713	6/2/2023	\$40.75	
Union Dues - 14715	6/2/2023	\$34.75	
Union Dues - 14716	6/2/2023	\$35.75	
Union Dues - 14717	6/2/2023	\$37.25	
Union Dues - 14719	6/2/2023	\$36.25	
Union Dues - 14720	6/2/2023	\$43.25	
Union Dues - 14721	6/2/2023	\$35.75	
Union Dues - 14722	6/2/2023	\$37.75	
Union Dues - 14725	6/2/2023	\$35.75	
Union Dues - 14726	6/2/2023	\$53.75	
Union Dues - 14727	6/2/2023	\$31.25	

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Reference	Date	Amount	Notes
Reference Number: 38296	Office of Support Enforcement	\$228.00	
Child Support - 14727	6/2/2023	\$228.00	
Reference Number: 38297	Department of Health	\$1,416.00	
52330	3/27/2023	\$1,416.00	WS ID 58200 Pass Thru Scotts
Reference Number: 38298	Badger Meter	\$202.51	
Invoice - 6/7/2023 2:41:28 PM	6/7/2023	\$202.51	2023 May Badger
Reference Number: 38299	BHC Consultants	\$2,847.60	
0018118	5/23/2023	\$2,847.60	Draft Housing Plan
Reference Number: 38300	Buzzard O'Rourke	\$6,140.00	
11904	5/25/2023	\$1,020.00	2023* May PD Ord/Court Call etc
11909	5/25/2023	\$560.00	2023*May Pass Thru BPARCo Review
11912	5/25/2023	\$780.00	2023 May Pass Thru TATruck Stop
11936	5/25/2023	\$3,400.00	2023-May Prosecution
11945	5/25/2023	\$20.00	2023*May 3a0330795
11946	5/25/2023	\$280.00	2023 May Lewis 3A0116772-
11967	5/25/2023	\$80.00	2023*May 2A0389271
Reference Number: 38301	Capital Business Machines	\$380.58	
INV156760	6/8/2023	\$279.17	2023- May Copies
INV156761	6/8/2023	\$101.41	2023 May PD Court
Reference Number: 38302	City of Chehalis	\$104,016.88	
2023*June Regional System	5/10/2023	\$104,016.88	2023*June Regional Payment
Reference Number: 38303	Daily Journal of Commerce	\$374.40	
3389099	5/18/2023	\$374.40	Bid Docs Rush Rd
Reference Number: 38304	Flannery Publications	\$249.00	
61595	5/17/2023	\$39.00	Public Hearing draft HAP
61596	5/17/2023	\$210.00	Rush Rd Ad to bid

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Reference	Date	Amount Notes
Reference Number: 38305 0016-22-05	Jackson Civil Engineering LLC 5/26/2023	\$8,170.00 \$8,170.00 SEPA DNS etc HAPI
Reference Number: 38306 2023*May Ind Defense	Joseph O. Enbody 6/7/2023	\$2,470.00 \$2,470.00 13 Units
Reference Number: 38307 2023 May Prisoner bill	LCISO-Corrections Bureau 6/2/2023	\$1,026.85 \$1,026.85 2023- May #12.66 of beds days
Reference Number: 38308 33700925975	Les Schwab 5/30/2023	\$328.81 \$328.81 1- 70r-17 115T Pinza tire PW
Reference Number: 38309 6909	Lewis County Public Health Department 5/31/2023	\$112.00 \$112.00 4 Bottles
Reference Number: 38310 104755002*2023-05 104755003*2023-05 104755004*2023-05 104755005*2023-05 104755006*2023-05 104755007*2023-05 104755008*2023-05 104755009*2023-05 104755010*2023-05 104755011*2023-05 104755012*2023-05 104755014*2023-05 104755015*2023-05 104755016*2023-05 104755017*2023-05 104755018*2023-05	Lewis County PUD 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023 5/24/2023	\$4,456.28 \$30.54 4/12-5/11 E Park St \$30.54 4/12-5/11 Triangle \$54.82 4/12-5/11 WA & 2nd Signal \$41.08 4/12-5/11 Ball Park Lights \$46.65 4/12-5/11 Linhart Lights \$37.04 4/12-5/11 Ped overpass \$70.58 4/12-5/11 PW Shop \$61.76 4/12-5/11 concessions \$29.51 4/12-5/11 Hamilton Rd \$33.49 4/12-5/11 Stadium Way \$42.39 4/12-5/11 Birch Signal \$30.09 4/12-5/11 WA Street Lights \$38.62 4/12-5/11 Camden Way \$35.58 4/12-5/11 Parkside Loop \$187.97 4/11-5/12 3rd Ave Pump Station \$891.58 4/12-5/11 Various LED Lts

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Reference	Date	Amount	Notes
104755019*2023-05	5/24/2023	\$62.77	4/12-5/11 Chieri Ct Sewer Station
104755020*2023-05	5/24/2023	\$713.75	4/12-5/11 Well #5
104755021*2023-05	5/24/2023	\$296.76	4/12-5/11 E Jefferson St Pump
104755022*2023-05	5/24/2023	\$291.70	4/12-5/11 Rush Rd Pump
104755023*2023-05	5/24/2023	\$107.88	4/12-5/11 Well #3
104755024*2023-05	5/24/2023	\$133.87	4/12-5/11 Well #2
104755025*2023-05	5/24/2023	\$318.94	4/12-5/11 Washington Ave Pump
104755026*2023-05	5/24/2023	\$37.12	4/12-5/11 Koontz
115588001*2023-05	5/24/2023	\$53.45	4/12-5/11 Rathburn
115588002*2023-05	5/24/2023	\$37.48	4/12-5/11 4th & Stella
124227002*2023-05	5/24/2023	\$384.79	4/12-5/11 Well #6
124227003*2023-05	5/24/2023	\$226.15	4/12-5/11 City Hall
128323001*2023-05	5/24/2023	\$29.52	4/12-5/11 Ampitheater
128578001*2023-05	5/24/2023	\$36.09	4/12-5/11 Rush Rd Light
128578002*2023-05	5/24/2023	\$30.60	4/12-5/11 Hamilton Rd
128578003*2023-05	5/24/2023	\$33.17	4/12-5/11 Sommerville
Reference Number: 38311	Lewis County Roads	\$28.35	
6924	6/5/2023	\$28.35	Map Prints
Reference Number: 38312	Mountain Mist	\$4.31	
005415279	5/30/2023	\$4.31	Water Cooler Rental May 2023
Reference Number: 38313	Mrs. Klean Janitorial	\$634.00	
INV-2099	6/1/2023	\$634.00	2023* June - Clean City Hall
Reference Number: 38314	Napavine Postmaster	\$332.00	
Box 810 rental 2023-2024	6/7/2023	\$332.00	23-24 Box 810 Rental
Reference Number: 38315	Pape' Machinery	\$23.25	
14515139	6/7/2023	\$8.38	oil filter
14519810	6/8/2023	\$14.87	Mini Excavator fuel filter

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Reference	Date	Amount	Notes
Reference Number: 38316	PND Engineers, Inc.	\$9,979.40	
2304195	4/20/2023	\$9,979.40	Mayme Park Design
Reference Number: 38317	Quill Corporation	\$89.43	
32583189	5/18/2023	\$89.43	2-Cartons paper and phone rests
Reference Number: 38318	Rodda Paint Co	\$267.95	
43104097	5/16/2023	\$267.95	2- 5 gallon white striping paint
Reference Number: 38319	Service Saw Workwears	\$48.53	
308210	6/6/2023	\$48.53	Trimmer Line
Reference Number: 38320	Sweeny's Ace Hardware	\$424.76	
890731	3/27/2023	\$9.68	Caulk wall plate CH
894175	5/1/2023	\$83.51	Grease gun/GFCI Outlet
894551	5/4/2023	\$10.77	9-v Batteries
894912	5/8/2023	\$99.92	2 Gallons paint and supply
894923	5/8/2023	\$10.31	4 paint trays
895049	5/9/2023	\$43.08	wht marking paint 4 gallon
895256	5/10/2023	\$18.31	Contractor bags
895974	5/15/2023	\$10.77	Paint thinner
896009	5/16/2023	\$1.42	mis fasteners
896011	5/16/2023	\$10.77	paint thinner
896038	5/16/2023	\$10.77	wht marking paint
896423	5/19/2023	\$1.71	fix park chain link
896982	5/23/2023	\$10.77	nozzle twist
897043	5/24/2023	\$45.27	2 pk 2 way radios
897263	5/26/2023	\$4.30	Key blank
897656	5/30/2023	\$49.75	Sanitizer/wipes/bags
897670	5/30/2023	\$3.65	PTo Lock pin
Reference Number: 38321	The Farm Store	\$558.27	
Invoice - 6/7/2023 4:08:37 PM	6/7/2023	\$558.27	Glystar + & Crossbow 2 of each

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Reference	Date	Amount Notes
Reference Number: 38322	Transient Vendor	\$100.00
2023*Judicial conference	6/7/2023	\$100.00 2023 Judicial Conference
Reference Number: 38323	Transient Vendor	\$465.05
2023*May mileage PD	5/22/2023	\$465.05 2023 WASPC Conf Spokane WA
Reference Number: 38324	Travers Electric	\$17,242.61
148345	5/12/2023	\$17,242.61 2nd & Rowell pole replacement
Reference Number: 38325	US Bank NA Cincinnati	\$26.00
2023*Jan Maint Fee	6/7/2023	\$26.00 2023*Jan - Bond Fee
Reference Number: 38326	US Cellular	\$1,053.84
0580075309	5/20/2023	\$226.13 2023- US Cell Phone 5/12-6/11
0580089582	5/12/2023	\$780.42 2023- US Cell Phone PD 5/12-6/11/PW M
0581857973	5/20/2023	\$47.29 2023 5/20-6/19-Treasurer US Cell Phone
Reference Number: 38327	Utilities Underground Location Center	\$10.31
3050195	5/31/2023	\$10.31 2023*mAY LOCATES 8
Reference Number: 38328	Vander Stoep, Blinks, Jones & Unzelma	\$2,350.00
2023*June Judge	6/1/2023	\$1,100.00 2023*June Judge Services-
2023*May Hearing Examiner	5/25/2023	\$1,250.00 Pass Thru TA Hearing
Reference Number: 38329	Vision Municipal Solution	\$2,229.30
09-12694	6/16/2023	\$2,229.30 2023 Annual email plan
Reference Number: 38330	WA Dept of Transportation	\$2,611.44
Invoice - 6/7/2023 1:26:33 PM	6/7/2023	\$2,611.44 2023*May Fuel
Reference Number: 38331	Winlock Auto Supply	\$117.38

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Reference	Date	Amount	Notes
4847-361079	5/16/2023	\$79.68	2016 Ford F-150 Oil/filter
4847-361468	5/22/2023	\$21.54	08 Dodge Ram Track bar bushing
4847-361940	5/30/2023	\$16.16	V-belt Top Cog
Reference Number: EFT*20230601	AFLAC Remittance Processing	\$543.20	
Aflac - 14696	5/17/2023	\$32.36	
Aflac - 14699	5/17/2023	\$27.17	
Aflac - 14714	6/2/2023	\$27.17	
Aflac - 14726	6/2/2023	\$32.37	
Aflac Disability - 14699	5/17/2023	\$47.84	
Aflac Disability - 14705	5/17/2023	\$95.68	
Aflac Disability - 14709	5/17/2023	\$68.54	
Aflac Disability - 14714	6/2/2023	\$47.84	
Aflac Disability - 14720	6/2/2023	\$95.68	
Aflac Disability - 14724	6/2/2023	\$68.55	
Reference Number: EFT*20230602	DE Lage Landen Financial Services	\$102.53	
79862082	6/5/2023	\$51.64	Property Tax Sharp City Hall
79862085	6/5/2023	\$50.89	Property Tax on Sharp PD/Court
Reference Number: EFT*20230603	Home Depot Credit Services	\$82.17	
1615125	5/11/2023	\$82.17	2 Milwaukee 2" diamond bits
Reference Number: EFT*20230604	US Cellular	\$54.71	
0577728171	5/2/2023	\$54.71	
Reference Number: EFT*20230605	Dept of Retirement Systems	\$7,289.46	
Emp Rtmt - 14713	6/2/2023	\$219.49	
Emp Rtmt - 14714	6/2/2023	\$471.20	
Emp Rtmt - 14715	6/2/2023	\$285.38	
Emp Rtmt - 14716	6/2/2023	\$406.08	

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Reference	Date	Amount Notes
Emp Rtmt - 14717	6/2/2023	\$335.91
Emp Rtmt - 14719	6/2/2023	\$161.47
Emp Rtmt - 14720	6/2/2023	\$443.45
Emp Rtmt - 14721	6/2/2023	\$300.97
Emp Rtmt - 14722	6/2/2023	\$217.37
Emp Rtmt - 14724	6/2/2023	\$542.43
Emp Rtmt - 14725	6/2/2023	\$280.19
Emp Rtmt - 14726	6/2/2023	\$217.12
Emp Rtmt - 14727	6/2/2023	\$251.18
Taxable Retirement - 14713	6/2/2023	\$134.36
Taxable Retirement - 14714	6/2/2023	\$288.44
Taxable Retirement - 14715	6/2/2023	\$174.69
Taxable Retirement - 14716	6/2/2023	\$248.57
Taxable Retirement - 14717	6/2/2023	\$205.62
Taxable Retirement - 14719	6/2/2023	\$259.87
Taxable Retirement - 14720	6/2/2023	\$271.45
Taxable Retirement - 14721	6/2/2023	\$184.23
Taxable Retirement - 14722	6/2/2023	\$349.84
Taxable Retirement - 14724	6/2/2023	\$365.45
Taxable Retirement - 14725	6/2/2023	\$171.51
Taxable Retirement - 14726	6/2/2023	\$349.44
Taxable Retirement - 14727	6/2/2023	\$153.75
Reference Number: EFT*20230606	Dept of Treasury Internal Revenue Servi	\$7,524.53
Federal Income Tax - 14713	6/2/2023	\$149.15
Federal Income Tax - 14714	6/2/2023	\$512.60
Federal Income Tax - 14715	6/2/2023	\$234.05
Federal Income Tax - 14716	6/2/2023	\$616.21
Federal Income Tax - 14717	6/2/2023	\$289.60
Federal Income Tax - 14718	6/2/2023	\$221.00
Federal Income Tax - 14719	6/2/2023	\$450.26

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Reference	Date	Amount	Notes
Federal Income Tax - 14720	6/2/2023	\$650.21	
Federal Income Tax - 14721	6/2/2023	\$168.49	
Federal Income Tax - 14722	6/2/2023	\$674.59	
Federal Income Tax - 14723	6/2/2023	\$0.00	
Federal Income Tax - 14724	6/2/2023	\$847.66	
Federal Income Tax - 14725	6/2/2023	\$143.69	
Federal Income Tax - 14726	6/2/2023	\$584.72	
Federal Income Tax - 14727	6/2/2023	\$255.20	
Medicare - 14713 (1)	6/2/2023	\$30.63	
Medicare - 14713 (2)	6/2/2023	\$30.63	
Medicare - 14714 (1)	6/2/2023	\$65.76	
Medicare - 14714 (2)	6/2/2023	\$65.76	
Medicare - 14715 (1)	6/2/2023	\$39.83	
Medicare - 14715 (2)	6/2/2023	\$39.83	
Medicare - 14716 (1)	6/2/2023	\$56.67	
Medicare - 14716 (2)	6/2/2023	\$56.67	
Medicare - 14717 (1)	6/2/2023	\$46.88	
Medicare - 14717 (2)	6/2/2023	\$46.88	
Medicare - 14718 (1)	6/2/2023	\$30.62	
Medicare - 14718 (2)	6/2/2023	\$30.62	
Medicare - 14719 (1)	6/2/2023	\$46.46	
Medicare - 14719 (2)	6/2/2023	\$46.46	
Medicare - 14720 (1)	6/2/2023	\$61.89	
Medicare - 14720 (2)	6/2/2023	\$61.89	
Medicare - 14721 (1)	6/2/2023	\$42.00	
Medicare - 14721 (2)	6/2/2023	\$42.00	
Medicare - 14722 (1)	6/2/2023	\$61.97	
Medicare - 14722 (2)	6/2/2023	\$61.97	
Medicare - 14723 (1)	6/2/2023	\$7.62	
Medicare - 14723 (2)	6/2/2023	\$7.62	
Medicare - 14724 (1)	6/2/2023	\$75.70	

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Reference	Date	Amount	Notes
Medicare - 14724 (2)	6/2/2023	\$75.70	
Medicare - 14725 (1)	6/2/2023	\$39.10	
Medicare - 14725 (2)	6/2/2023	\$39.10	
Medicare - 14726 (1)	6/2/2023	\$59.84	
Medicare - 14726 (2)	6/2/2023	\$59.84	
Medicare - 14727 (1)	6/2/2023	\$35.05	
Medicare - 14727 (2)	6/2/2023	\$35.05	
Social Security Tax - 14718 (1)	6/2/2023	\$130.94	
Social Security Tax - 14718 (2)	6/2/2023	\$130.94	
Social Security Tax - 14723 (1)	6/2/2023	\$32.59	
Social Security Tax - 14723 (2)	6/2/2023	\$32.59	
Reference Number: EFT*20230607	Vimly Benefit Solutions, Inc	\$14,232.64	
LEOFF I June 2023	6/8/2023	\$742.50	
Medical Dental - 14705	5/17/2023	\$46.56	
Medical Dental - 14706	5/17/2023	\$335.42	
Medical Dental - 14709	5/17/2023	\$15.67	
Medical Dental - 14710	5/17/2023	\$263.14	
Medical Dental - 14720	6/2/2023	\$46.56	
Medical Dental - 14721	6/2/2023	\$335.42	
Medical Dental - 14724	6/2/2023	\$15.67	
Medical Dental - 14725	6/2/2023	\$263.14	
Medical/Dental - 14713	6/2/2023	\$929.84	
Medical/Dental - 14714	6/2/2023	\$929.84	
Medical/Dental - 14715	6/2/2023	\$929.84	
Medical/Dental - 14716	6/2/2023	\$929.84	
Medical/Dental - 14717	6/2/2023	\$929.84	
Medical/Dental - 14719	6/2/2023	\$929.84	
Medical/Dental - 14720	6/2/2023	\$950.00	
Medical/Dental - 14721	6/2/2023	\$950.00	
Medical/Dental - 14722	6/2/2023	\$929.84	

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Reference	Date	Amount	Notes
Medical/Dental - 14724	6/2/2023	\$950.00	
Medical/Dental - 14725	6/2/2023	\$950.00	
Medical/Dental - 14726	6/2/2023	\$929.84	
Medical/Dental - 14727	6/2/2023	\$929.84	
Reference Number: eft*20230608	Nationwide Retirement Solutions	\$5,834.64	
Deferred Comp - 14696	5/17/2023	\$150.00	
Deferred Comp - 14697	5/17/2023	\$150.00	
Deferred Comp - 14698	5/17/2023	\$100.00	
Deferred Comp - 14699	5/17/2023	\$300.00	
Deferred Comp - 14700	5/17/2023	\$294.88	
Deferred Comp - 14702	5/17/2023	\$50.00	
Deferred Comp - 14704	5/17/2023	\$50.00	
Deferred Comp - 14705	5/17/2023	\$150.00	
Deferred Comp - 14706	5/17/2023	\$200.00	
Deferred Comp - 14707	5/17/2023	\$100.00	
Deferred Comp - 14709	5/17/2023	\$300.00	
Deferred Comp - 14710	5/17/2023	\$100.00	
Deferred Comp - 14713	6/2/2023	\$100.00	
Deferred Comp - 14714	6/2/2023	\$300.00	
Deferred Comp - 14715	6/2/2023	\$294.88	
Deferred Comp - 14717	6/2/2023	\$50.00	
Deferred Comp - 14719	6/2/2023	\$50.00	
Deferred Comp - 14720	6/2/2023	\$150.00	
Deferred Comp - 14721	6/2/2023	\$200.00	
Deferred Comp - 14722	6/2/2023	\$100.00	
Deferred Comp - 14724	6/2/2023	\$300.00	
Deferred Comp - 14725	6/2/2023	\$100.00	
Deferred Comp - 14726	6/2/2023	\$150.00	
Deferred Comp - 14727	6/2/2023	\$150.00	
Deferred Comp Match - 14713	6/2/2023	\$100.00	

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Reference	Date	Amount	Notes
Deferred Comp Match - 14714	6/2/2023	\$300.00	
Deferred Comp Match - 14715	6/2/2023	\$294.88	
Deferred Comp Match - 14717	6/2/2023	\$50.00	
Deferred Comp Match - 14719	6/2/2023	\$50.00	
Deferred Comp Match - 14720	6/2/2023	\$150.00	
Deferred Comp Match - 14721	6/2/2023	\$200.00	
Deferred Comp Match - 14722	6/2/2023	\$100.00	
Deferred Comp Match - 14724	6/2/2023	\$300.00	
Deferred Comp Match - 14725	6/2/2023	\$100.00	
Deferred Comp Match - 14726	6/2/2023	\$150.00	
Deferred Comp Match - 14727	6/2/2023	\$150.00	
Reference Number: May 16-31, 2023		Payroll Vendor	\$34,329.91
ACH Pay - 14713	6/2/2023	\$1,636.28	
ACH Pay - 14714	6/2/2023	\$3,255.81	
ACH Pay - 14715	6/2/2023	\$1,945.87	
ACH Pay - 14716	6/2/2023	\$2,917.42	
ACH Pay - 14717	6/2/2023	\$2,558.92	
ACH Pay - 14718	6/2/2023	\$1,708.07	
ACH Pay - 14719	6/2/2023	\$2,307.80	
ACH Pay - 14720	6/2/2023	\$2,890.50	
ACH Pay - 14721	6/2/2023	\$1,884.99	
ACH Pay - 14722	6/2/2023	\$2,982.74	
ACH Pay - 14723	6/2/2023	\$474.33	
ACH Pay - 14724	6/2/2023	\$3,500.78	
ACH Pay - 14725	6/2/2023	\$1,910.23	
ACH Pay - 14726	6/2/2023	\$2,832.50	
ACH Pay - 14727	6/2/2023	\$1,523.67	
VOID CHECK 38292			325.04
TOTAL		\$284,912.59	

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Reference	Date		Amount	Notes
The following voucher/warrants/electronic payments are approved for payment:				
Accounts Payable	97	36	214,171.34	38293-94,97-31
Electronic Payments	3	3	239.41	eft*20230602-04
Payroll Vendors	2	2	1,072.50	38295-96
Electronic Payroll	5	5	35,424.47	EFT*20230601,05-08
ACH Direct Deposit	15	15	34,329.91	Direct Deposit 6/5/23
Total Vouchers	122	61	285237.63	
Void Check 38292			325.04	
			284,912.59	

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

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 647

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,
ADOPTING A HOUSING ACTION PLAN; AND PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

RECITALS:

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

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

WHEREAS, the Revised Code of Washington (RCW) 36.70A.600 provides for cities planning under the Growth Management Act (GMA) to prepare a Housing Action Plan (HAP); and

WHEREAS, the City of Napavine finds that adequate, safe, and affordable housing is key to ensuring a vibrant community with a desirable quality of life; and

WHEREAS, the City of Napavine finds that there is a need for housing units that are safe and affordable across all income levels; and

WHEREAS, the City of Napavine recognizes the need for a more comprehensive strategy in addressing its housing needs; and

WHEREAS, the City of Napavine applied for and received grant funding from Department of Commerce (DOC) in the amount of \$75,000.00 to develop a Housing Action Plan; and

WHEREAS, the City Council accepted the grant, and the Mayor signed the DOC grant agreement on July 11, 2022; and

WHEREAS, the goal of the HAP is to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market; and

WHEREAS, the development of the HAP involved public outreach that included stakeholder advisory committee meetings, planning commission meetings, city council meetings, online

survey, open house, social media, and other presentations which allowed for continuous public participation and public comment; and

WHEREAS, the City of Napavine contracted with Jackson Civil to assist with development of a Housing Action Plan to identify current and projected housing needs; evaluate current plans, policies, and programs; develop goals and strategies to increase housing supply and variety of housing types; and create an implementation plan; and

WHEREAS, the Housing Action Plan was developed by evaluating the City's ongoing efforts, analyzing Napavine's current and future housing needs through a Housing Needs Assessment, and collaborating with the community; and

WHEREAS, the Stakeholders Group met and conferred on September 13, 2022; and

WHEREAS, the City of Napavine Planning Commission held a meeting addressing the Housing Action Plan on November 11, 2022 and

WHEREAS, on May 19th 2023, the City issued a "Determination of Nonsignificance" (DNS) with comments due June 2nd 2023, pursuant to Chapter 43.21C RCW and WAC 197-11; and

WHEREAS, on May 23, 2023, the City of Napavine City Council and Planning Commission held a duly advertised public hearing to consider the Draft Housing Action Plan, to take and consider public comment; and

WHEREAS, the HAP will provide guidance to the City when planning for the present and future housing needs of the City, and will be instrumental when drafting the state mandated Comprehensive Plan 2025 Update; and

WHEREAS, the City coordinated the drafting of the HAP with the Washington State Department of Commerce to ensure the HAP meets the requirements of RCW 36.70A.600.

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

Section 1. Findings. In support of this Ordinance, the City Council adopts and incorporates by reference the recitals above as findings for the adoption of the Housing Action Plan. The City Council further hereby finds that the HAP complies with all state and local requirements, including the grant with the Washington State Department of Commerce, and RCW 36.70A.600(2).

Section 2. Housing Action Plan Adoption. The Housing Action Plan as shown in Exhibit A is hereby adopted in accordance with RCW 36.70A.600 as a reference document for consideration of recommendations and actions to increase housing options that are safe and affordable for Napavine.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. **Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City’s official newspaper, or as otherwise provided by law.

Section 5. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 13th day of June, 2023.

Shawn O’Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: /2023
Publication Date: /2023
Effective Date: /2023

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 648

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,
REAFFIRMING AND AMENDING SECTIONS OF NAPAVINE
MUNICIPAL CODE CHAPTER 2.32 CONCERNING CIVIL SERVICE
COMMISSION; AMENDING ORDINANCE NO. 436 AS NECESSARY;
AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

RECITALS:

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

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

WHEREAS, all references herein to “NMC” shall mean the “Napavine Municipal Code,” and

WHEREAS, Chapter 2.32 NMC is entitled “CIVIL SERVICE COMMISSION”; and

WHEREAS, Ordinance No. 436, as codified at Chapter 2.32 of the Napavine Municipal Code, was enacted on May 27, 2008; and

WHEREAS, pursuant to RCW 41.12.030 the City is required to have a civil service commission; and

WHEREAS, the City’s Civil Service Commission has not been active for a period of time due to the size of the police department; and

WHEREAS, the members of such commission shall be appointed by the mayor, or council, who is or are vested by law with the power and authority to select, appoint, or employ the chief of a police department in the City; and

WHEREAS, the members of such commission shall serve without compensation; and

WHEREAS, no person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least three (3) years immediately preceding such appointment, and an elector of the county wherein he or she resides; and

WHEREAS, the term of office of such commissioners shall be for six years, except that the first three members of such commission shall be appointed for different terms, as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years; and

WHEREAS, any member of such commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause: PROVIDED, HOWEVER, That no member of the commission shall be removed until charges have been preferred, in writing, due notice and a full hearing had; and

WHEREAS, the members of such commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them by Chapter 41.12 RCW; and

WHEREAS, two members of such commission shall constitute a quorum and the votes of any two members of such commission concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the commission under or by virtue of the provisions of Chapter 41.12 RCW; and

WHEREAS, confirmation of said appointment or appointments of commissioners by any legislative body shall not be required; and

WHEREAS, at the time of any appointment not more than two commissioners shall be adherents of the same political party; and

WHEREAS, the Council desires to amend Chapter 2.32 NMC as set forth herein.

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

The following sections of Chapter 2.32 of the Napavine Municipal Code are hereby reaffirmed, amended, and repealed as follows:

Section 1. Section 2.32.010 NMC is hereby affirmed in its entirety.

Section 2. Section 2.32.020 NMC is amended to state:

- A. Appointment and Compensation. Such commission shall be composed of three (3) members to be appointed by the mayor, which members shall serve without compensation.
- B. Qualifications. Each commission member shall satisfy all requirements for appointment to Civil Service Commissions as set forth by law.

Section 3. Section 2.32.025 NMC is hereby created to state:

2.32.025 Term of Office.

- A. Except as set forth in subsection (B), the term of office for commission members shall be for six (6) years.
- B. The first three members of the commission shall be appointed for different terms, as follows: one to serve for a period of two (2) years, one to serve for a period of four (4) years, and one to serve for a period of six (6) years.
- C. Any member of the commission may be removed, following written notice and a hearing, for incompetence, incompatibility, dereliction of duty, malfeasance, or for other good cause.

Section 4. Section 2.32.030 NMC is hereby affirmed in its entirety.

Section 5. Section 2.32.040 NMC is hereby amended as follows:

Such commission, upon appointment, qualifications, and organization, shall hold meetings, adopt rules and regulations, perform the duties, and exercise the powers of such commission in compliance with the state laws governing the same. The Commission shall, at a minimum, hold monthly meetings.

Section 6. Section 2.32.050 NMC is hereby affirmed in its entirety.

Section 7. Section 2.32.060 NMC is hereby affirmed in its entirety.

Section 8. Section 2.32.070 NMC is hereby affirmed in its entirety.

Section 9. **Repealer.** Ordinance No. 478 is hereby repealed in its entirety.

All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 10. **Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 11. **Effective Date.** This Ordinance shall take effect five (5) days after its publication, or publication of a summary therefore, in the City's official newspaper, or as otherwise provided by law.

Section 12. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 13th day of June, 2023.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading:	<hr/>	/2023
Publication Date:	<hr/>	/2023
Effective Date:	<hr/>	/2023

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 649

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,
CREATING A NEW SECTION OF NAPAVINE MUNICIPAL CODE
CHAPTER 9.04 RELATING TO CONTROLLED SUBSTANCES;
AMENDING ORDINANCE NO. 573 AS NECESSARY; AND PROVIDING
FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

RECITALS:

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

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

WHEREAS, the City has need, from time to time, to update the Napavine Municipal Code (NMC) to bring it into alignment with state or federal law; and

WHEREAS, all references herein to “NMC” shall mean the “Napavine Municipal Code,” and

WHEREAS, Chapter 9.04 NMC is entitled “CRIMINAL CODE”; and

WHEREAS, Ordinance No. 573, as codified at Chapter 9.04 of the Napavine Municipal Code, was enacted on January 9, 2018; and

WHEREAS, Chapter 9.04 NMC was last amended on January 9, 2018; and

WHEREAS, in *State v. Blake*, 197 Wn.2d 170 (2021), the Washington State Supreme Court found former RCW 69.50.4013, which made it a strict liability offense to possess a controlled substance in violation of the Uniform Controlled Substances Act, unconstitutional because the statute did not require proof that the offender knowingly possessed a controlled substance. Without proof of knowledge, the Court held the statute violated constitutional due process; and

WHEREAS, the Supreme Court’s ruling has the effect of eliminating any criminal penalties for the possession of a controlled substance without a prescription; and

WHEREAS, the Supreme Court’s ruling also eliminates the authority of police officers to contact or arrest persons possessing a controlled substance without a prescription; and

WHEREAS, in response to *State v. Blake*, the state legislature adopted RCW 69.50.4013 during its 2021 legislative session, which provided a temporary correction to the law to make it unlawful for a person to knowingly possess a controlled substance. However, through this same legislation, the legislature enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance until the offender has twice been “diverted” to voluntary social services; and

WHEREAS, the limitation imposed by RCW 10.31.115 has resulted in offenders openly using and possessing illegal drugs in public places, while simultaneously removing law enforcement’s ability to effectively remove the problem, all to the detriment of community members who face an increased risk of harm attributable to the adverse impacts associated with the use of illicit drugs in public; and

WHEREAS, while the use of cannabis and alcohol, both legal substances, is prohibited in public, there is no comparable state law that prohibits the use of illegal or controlled substances, like methamphetamine, heroin, and fentanyl, in public; and

WHEREAS, although state law does preempt the field of setting penalties for violations of the state’s Uniform Controlled Substances Act, Ch. 69.50 RCW, cities are authorized to enact local laws that are not inconsistent with that state law. Because the Uniform Controlled Substances Act does not expressly permit or otherwise protect the public use of controlled substances, the City is authorized to regulate or prohibit that use; and

WHEREAS, the State law change has resulted in increased use of controlled substances without a prescription in the City of Napavine; and

WHEREAS, the temporary correction in RCW 69.50.4013 expires or sunsets on June 30, 2023; and

WHEREAS, the State legislature failed to extend or pass any new legislation regarding criminal penalties for possession of a controlled substance; and

WHEREAS, the use of controlled substances can have negative mental and physical health consequences for the user; and

WHEREAS, using controlled substances can alter a person’s brain or brain chemistry with negative health consequences; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death to the user; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the lack of criminal penalties for the possession of controlled substances without a prescription will immediately result in an increase in the negative health and safety consequences associated with the use of controlled substances without a prescription; and

WHEREAS, the lack of enforcement authority of the police will interfere with the City's initiatives to address addiction and criminal activity associated with the use of controlled substances without a prescription by eliminating incentives for individuals to enter treatment or obtain necessary social services; and

WHEREAS, the effect of eliminating criminal penalties and police authority in regard to the possession and use of controlled substances without a prescription will have an immediate, direct, and negative impact on the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the City Council desires to act to keep the community safe, and the City Council desires to provide law enforcement and the prosecutor lawful ordinances to enforce to keep the community safe; and

WHEREAS, the Council desires to amend Chapter 9.04 NMC as set forth herein.

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

Section 1. A new section, Section 9.04.015 of the Napavine Municipal Code entitled "Controlled Substances" is hereby created to state:

9.04.015 Controlled Substances.

A. **Definitions.** For purposes of this section, the following terms or works shall be interpreted as follows:

1. "Controlled substance" means a drug, substance, or immediate precursor included in Scheduled I through V as set forth in federal or state law, or federal or commission rules, excluding cannabis and tetrahydrocannabinol except under NMC 9.04.015(B)(6), as it now exists or shall hereafter be added to, deleted from, modified, or amended.
2. "Knowingly" has the same meaning under RCW 9A.08.010(1)(b).
3. "Practitioner" shall have the same meaning as in RCW 69.50.101 as currently enacted or later amended.
4. "Public housing project" means the same as "housing project" as defined in RCW 35.82.020.
5. "Public park" means land, including any facilities or improvements on the land, which is operated as a park by the state or a local government.

6. "Public place" means an area generally visible to public view and includes without limitation any place where the public has a right of access, which includes without limitation sidewalks, parking lots and parking garages, streets, alleys, highways, or roads; public buildings and grounds, including schools, parks, playgrounds, libraries, and meeting halls; establishments to which the public is invited such as commercial businesses, including but not limited to, restaurants, theaters, stores, gas stations, meeting halls, lobbies, halls and dining rooms of hotels, bars, taverns, pubs, or establishments where beer or soft drinks may be sold, and their associated parking lots, parking structures, walkways, doorways, and entrances; railroad trains, light rail facilities, buses, transit facilities, and other public conveyances of all kinds and character, and their associated stations and platforms used in conjunction therewith which are open to unrestricted use and access by the public; any lake or body of water where the public has access to or can take enjoyment in; and all other places of like or similar nature.
7. "Public transit vehicle" means any motor vehicle, street car, train, trolley vehicle, or any other device, vessel, or vehicle which is owned or operated by a transit authority, and which is used for the purpose of carrying passengers on a regular schedule.
8. "School" has the meaning under RCW 28A.150.010 or 28A.150.020. The term "school" also includes a private school approved under RCW 28A.195.010.
9. "School bus" means a school bus as defined by the superintendent of public instruction by rule which is owned and operated by any school district and all school buses which are privately owned and operated under contract or otherwise with any school district in the state for the transportation of students. The term does not include buses operated by common carriers in the urban transportation of students such as transportation of students through a municipal transportation system.
10. "School bus route stop" means a school bus stop as designated by a school district.
11. "Stop shelter" means a passenger shelter designated by a transit authority.
12. "Transit authority" means a city, county, or state transportation system, transportation authority, public transportation benefit area, public transit authority, or metropolitan municipal corporation within the state that operates public transit vehicles.
13. "Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.

B. Unlawful Possession.

1. It is unlawful for any person to knowingly possess a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or as otherwise authorized by Federal or State law. Authorized by State law shall not include the nonexistence or abolishment of State statutes criminalizing possession of a controlled substance.

2. Except as otherwise set forth herein, any person who violates this section is guilty of a gross misdemeanor punishable under chapter 9A.20 RCW.
3. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services. In evaluating whether to divert cases, the prosecutor may consider the specific facts of a case, the needs of the offender, the criminal history of the offender, amenability to treatment or other services, and any other considerations that do not violate the constitutional rights or protections of the offender.
4. (a) The possession, by a person twenty-one (21) years of age or older, of useable cannabis, cannabis concentrates, or cannabis-infused products in amounts that do not exceed those set forth in RCW 69.50.360(3) is not a violation of this section, this chapter, or any other provision of Washington state law.

(b) The possession of cannabis, useable cannabis, cannabis concentrates, and cannabis-infused products being physically transported or delivered within the state, in amounts not exceeding those that may be established under RCW 69.50.385(3), by a licensed employee of a common carrier when performing the duties authorized in accordance with RCW 69.50.382 and 69.50.385, is not a violation of this section, this chapter, or any other provision of Washington state law.
5. (a) The delivery by a person twenty-one (21) years of age or older to one or more persons twenty-one (21) years of age or older, during a single twenty-four hour period, for noncommercial purposes and not conditioned upon or done in connection with the provision or receipt of financial consideration, of any of the following cannabis products, is not a violation of this section, this chapter, or any other provisions of Washington state law:
 - (i) One-half (1/2) ounce of useable cannabis;
 - (ii) Eight (8) ounces of cannabis-infused product in solid form;
 - (iii) Thirty-six (36) ounces of cannabis-infused product in liquid form; or
 - (iv) Three and one-half (3 1/2) grams of cannabis concentrates.
(b) The act of delivering cannabis or a cannabis product as authorized under this subsection 5 must meet one of the following requirements:
 - (i) The delivery must be done in a location outside of the view of general public and in a nonpublic place; or
 - (ii) The cannabis or cannabis product must be in the original packaging as purchased from the cannabis retailer.
6. No person under twenty-one (21) years of age may possess, manufacture, sell, or distribute cannabis, cannabis-infused products, or cannabis concentrates, regardless of THC concentration. This does not include qualifying patients with a valid authorization.
7. The possession by a qualifying patient or designated provider of cannabis concentrates, useable cannabis, cannabis-infused products, or plants in accordance with chapter 69.51A

RCW, as now in force or hereafter amended, added to, or deleted, is not a violation of this section, this chapter, or any other provision of the Napavine Municipal Code.

C. Use or Possession of a Controlled Substance in a Public Place.

1. It is unlawful for any person to knowingly use or knowingly possess any controlled substance in a public place, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or as otherwise authorized under Federal or State law.

D. Possession of Paraphernalia – Unlawful conduct.

1. It is unlawful for any person to knowingly use, or to knowingly possess with the intent to use, drug paraphernalia to plan, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter 69.50 RCW, or to sell, deliver, possess with the intent to sell or deliver, or manufacture with the intent to sell or deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter 69.50 RCW. Except as provided in RCW 69.50.401(2)(c), any person found guilty of possession of drug paraphernalia is guilty of a misdemeanor.

E. Unlawful deposit of controlled substances and drug paraphernalia.

1. It shall be unlawful for any person to knowingly dump, throw, deposit, or discharge onto the ground or into any body of water any controlled substance, as that term is defined in NMC 9.04.015(A)(1), or drug paraphernalia, as defined in RCW 69.50.102, as those referenced provisions are currently enacted or hereafter amended or recodified. Unless another section expressly provides otherwise, any person who violates any provision of this section shall be guilty of a gross misdemeanor.

F. Drug Free Zones.

1. Any person who violates NMC 9.04.015 and the violation occurs in a school, on a school bus, within one thousand feet (1000') of a school bus route stop designated by the Napavine school district, within one thousand feet (1000') of the perimeter of the school grounds, in a public park, in a public housing project designated as a drug-free zone, on a public transit vehicle or in a public transit stop shelter shall be subject to the following penalties:
 - (a) No prior offenses in seven years. A person who is convicted of a violation of subsection 9.04.015(F)(1) and who has no prior offenses within seven (7) years shall be punished

- by imprisonment for not less than twenty-four (24) consecutive hours nor more than 364 days and by a fine of not less than \$350 and not more than \$5,000. In lieu of the mandatory minimum term of imprisonment required under this subsection 9.04.015(F)(1)(a), the court, in its discretion, may order not less than fifteen (15) days of electronic home monitoring.
- (b) One prior offense in seven years. A person who is convicted of a violation of NMC 9.04.015(F)(1) and who has one prior offense within seven (7) years shall be punished by imprisonment for not less than fifteen (15) consecutive days nor more than 364 days, and a fine of not less than \$500 nor more than \$5,000. If the court makes the written findings and reason required under subsection 9.04.015(F)(2), in lieu of the mandatory term of imprisonment and electronic home monitoring under this subsection 9.04.015(F)(1)(b), the court may order a minimum of one hundred eighty (180) days of electronic home monitoring.
- (c) Two prior offenses in seven years. A person who is convicted of a violation of NMC 9.04.015(F)(1) and who has one prior offense within seven (7) years shall be punished by imprisonment for not less than 30 consecutive days nor more than three hundred sixty four (364) days, 120 days of electronic home monitoring, a fine of not less than \$1,000 nor more than \$5,000. If the court makes the written findings and reason required under subsection 9.04.015(F)(2), in lieu of the mandatory minimum term of imprisonment and electronic home monitoring under this subsection 9.04.015(F)(1)(c), the court may order 360 days of electronic home monitoring.
2. Unless the judge finds the offender to be indigent, the mandatory minimum fine may not be suspended. The mandatory minimum jail sentence imposed under subsection 9.04.015(F)(1)(a) and subsection 9.04.015(F)(1)(b) may not be suspended. The mandatory minimum jail sentence and the mandatory minimum period of electronic home monitoring imposed under subsection 9.04.015(F)(1)(c) may not be suspended or converted unless the offender shows and the judge finds that the imposition of this sentence will pose a substantial risk to the offender's physical or mental well-being. Whenever the mandatory minimum sentence is suspended or converted, the judge must state, in writing, the reason for granting the suspension or conversion and the facts upon which the suspension or conversion is based. The cost of electronic home monitoring shall be paid for by the offender and determined by the City.
3. It is not a defense to a prosecution for a violation of this section that the person was unaware that the prohibited conduct took place while in a school or school bus or within one thousand feet (1000') of the school or school bus route stop, in a public park, in a public housing project designated as a drug-free zone, on a public transit vehicle, or in a public transit stop shelter.
4. It is not a defense to a prosecution for a violation of this section or any other prosecution under this chapter that persons under the age of eighteen (18) were not present in the school, the school bus, the public park, the public housing project designated as a drug-free zone,

or the public transit vehicle, or at the school bus route stop or the public transit vehicle stop shelter at the time of the offense or that school was not in session.

5. It is an affirmative defense to a prosecution for a violation of this section that the prohibited conduct took place entirely within a private residence, that no person under eighteen (18) years of age or younger was present in such private residence at any time during the commission of the offense, and that the prohibited conduct did not involve delivering, manufacturing, selling or possessing with the intent to manufacture, sell or deliver any controlled substance for profit.
6. The affirmative defense established in this section shall be proved by the defendant. This section shall not be construed to establish an affirmative defense with respect to a prosecution for an offense defined in any other subsection of NMC 9.04.015 or any other section of this chapter.
7. In a prosecution under this section, a map produced or reproduced by any municipal, school district, transit authority engineer, or public housing authority for the purpose of depicting the location and boundaries of the area on or within one thousand feet (1000') of any property used for a school, school bus route stop, public park, public housing project designated as a drug-free zone, or public transit vehicle stop shelter, or a true copy of such a map, shall under proper authentication, be admissible and shall constitute prima facie evidence of the location and boundaries of those areas if the governing body of the municipality, school district or transit authority has adopted a resolution or ordinance approving the map as the official location and record of the location and boundaries of the area on or within one thousand feet (1000') of the school, school bus route stop, public park, public housing project designated as a drug-free zone, or public transit vehicle stop shelter. Any map approved under this section, or a true copy of the map shall be filed with the clerk of the city, and shall be maintained as an official record of the city. This section shall not be construed as precluding the prosecution from introducing or relying upon any other evidence or testimony to establish any element of the offense. This section shall not be construed as precluding the use or admissibility of any map or diagram other than the one which has been approved by the governing body of a municipality, school district, transit authority or public housing authority if the map or diagram is otherwise admissible under court rule.

G. Penalty.

1. Unless another section expressly provides otherwise, any person who violates any provision of this section shall be guilty of a gross misdemeanor, except if the Washington State Legislature enacts any provision consistent with a subsection of NMC 9.04.015, the penalty for a violation of that subsection shall be the same as prescribed by state law.

Section 2. Repealer. All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. **Effective Date.** This Ordinance shall take effect July 1, 2023, or as otherwise provided by law.

Section 5. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 13th day of June, 2023.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading:	<u> /2023 </u>
Publication Date:	<u> /2023 </u>
Effective Date:	<u> 07/01/2023 </u>



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

City of Napavine
Action Memorandum No. 23-08
AM 23-08: Leak Adjustment Acct. 2782.0

Originator: Rachelle Denham, City Clerk

Agenda Date: June 13, 2023

Route to:	Department Head	Signature	Date
X No Objections	City Clerk		
X No Objections	Public Works Director		

Review by Mayor Shawn O'Neill: _____

Attachment(s): Leak Adjustment Request Form

Fiscal Impact: yes ☐ no ☐

Summary statement: Account 2782.0 has submitted a leak adjustment request for the June utility bill. It was found that there was a pin hole leak in the copper main line above the valve. It needed to be cut out and replaced with a pex A pipe. Fix was completed by Reliable Plumbing on 5/12/2023. The repair bill totaled \$611.23. Public Works verified the leak was fixed on 5/15/2023. The leak was first detected in December 2022 due to a high consumption increase from normal average usage of 2,428 to 18,681. Due to winter weather, it was difficult to detect where the source of the leak was coming from. The leak continued until the current May 12th fix was completed. Communication with the client has been on a monthly basis and the client has made minimum payments during this time and is currently on a payment plan due to high bill amounts. The current balance is \$5,379.98 and is due June 30, 2023. This balance includes a running bill invoice balance from December 2022 to current. Client payments during this timeframe have equaled \$2,745.80.

The leak adjustment requested is the first request this year and is in the amount of \$1,165.25, which was determined by taking a 3-month average of normal usage billing cycles prior to the leak occurrence. This requested adjustment amount is over the \$500 maximum amount that City staff can approve.

Pursuant to NMC 13.02.200(B). Any water customer of the city may receive a maximum of one utility bill adjustment per year based upon unexpected leaks or breakdowns of customer plumbing, subject to acceptable review and acceptance of their adjustment request by the city. **The maximum adjustment period for customers shall be one billing cycle (two months) in the amount of five hundred dollars. Any adjustment over the amount of five hundred dollars shall require council approval.** Any additional breakage, leaks or other catastrophes creating an inordinate cost to the customer may apply for an additional leak adjustment with city council approval within a one-year period.

Staff Recommendation:

- Council to approve the leak adjustment.



Utilities – Water & Sewer
407 Birch Ave SW, P. O. Box 810 Napavine, WA
98565 Phone: (360) 262-3547 Fax: (360) 262-9199
www.napavine.wa.gov

Utility Leak Adjustment Request

Gurjit Rai
Customer's Name
210 W Washington St
Service Address

Unknown
Approximate Date Leak First Noticed
Reliable Plumbing Chehalis
Leak Repaired by
[Signature]
Customer's Signature

2782.0
Account No.
916-760-8888
Phone No.
Copper main line above lake
Exact Location of Leak at Premises
5/12/23
Date Leak Repaired
5/18/23
Date of Request

I hereby notify the City of Napavine Utility Billing Department that a water leak at the above service address has been repaired. I request an adjustment be made to my billing per City policy. I understand that signing this form does not guarantee a billing adjustment will be made and that I am only permitted one leak adjustment per year.

CITY OFFICIAL USE ONLY

CURRENT BALANCE

Current Usage 16,756

Water \$ 712.24

Sewer \$ 738.35

Water Tax \$ 42.73

Sewer Tax \$ 44.30

Total Bill \$ 1537.62

ADJUSTMENT

()

\$ (579.28)

\$ (520.02)

\$ (34.75)

\$ (31.20)

\$ (1165.25)

NEW BILL

Average Usage 2274

\$ 132.96

\$ 218.33

\$ 7.98

\$ 13.10

\$ 372.37

Billing Cycle Adjusted June 2023

Meter Read 121462

Adjustment Authorized ☐ Yes ☐ No

Public Works Signature & Date

Adjustment Authorized ☐ Yes ☐ No

City Clerk Signature & Date

Comments: _____

Employee Signature

Date Posted to Account

Reliable Plumbing

134 Literal Rd
Chehalis, WA 98532 US
+1 3602692339
reliableplumbingcompany@gmail.com

**INVOICE**

BILL TO
Gary Rai
210 W. Washington St.
Napavine, Wa 98565
United States

SHIP TO
Gary Rai
210 W. Washington St.
Napavine, Wa 98565
United States

INVOICE #	DATE	TERMS	DUE DATE		
1040	05/12/2023	Due on receipt	05/12/2023		
DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/12/2023	Rai; Pin hole leak	Pin hole leak in copper main line above valve. Cut out and replaced with pex A pipe.		567.00	567.00T

Thank you for doing business with Reliable Plumbing. Upon payment you are agreeing to Reliable Plumbing's terms and conditions. In completing repairs, Customer recognizes: Reliable Plumbing is not responsible for damage to personal property. This includes, but is not limited to, attic insulation, ceilings, ceiling textures, walls, floor coverings, equipment, cabinets, counter tops, paint or stain, nor the repair of any cosmetic defects. Reliable Plumbing is not responsible for: Personal injury or for any indirect, incidental, or consequential damages to persons or property. Reliable Plumbing will not be liable for any unknown, unforeseen, or pre-existing problems with the existing plumbing systems. Reliable Plumbing will not perform repairs involving hazardous or toxic materials. Reliable Plumbing offers no warranties for customer purchased items. Payment is due upon completion; if for any reason a payment reaches ten days overdue a late fee will be added to the Invoice.

SUBTOTAL	567.00
TAX	44.23
TOTAL	611.23
BALANCE DUE	\$611.23

INTERAGENCY REIMBURSEMENT AGREEMENT IAA24104
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
NAPAVINE MUNICIPAL COURT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and NAPAVINE MUNICIPAL COURT ("Jurisdiction") to reimburse NAPAVINE MUNICIPAL COURT for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("Blake").

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ \$10,840.00 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
4. Any employee positions supported by Blake related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and
6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

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

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

VII. WAIVER

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

VIII. SEVERABILITY

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

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549	Lacie Dewitt Court Administrator PO Box 179 Napavine, WA 98565 ldewitt@cityofnapavine.com 360-262-9231 ext. 1

X. ENTIRE AGREEMENT

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

AGREED:

Administrative Office of the Courts

Signature

Date

Signature

Date

Christopher Stanley
Name

Lacie DeWitt
Name

Chief Financial and Management Officer
Title

Court Administrator
Title

17.08.306 Residential care facility.

"Residential care facility" means ~~a licensed establishment operated with twenty-four hour supervision for the purpose of serving those persons, who by reason of their circumstances require care while living as a single housekeeping unit and/or in a supportive "family" environment. Residential care facilities for the purpose of this title may include group homes, foster homes, congregate care facilities, rest homes, convalescent homes and the like but shall not include correctional facilities. For purpose of this title, residential care facility shall also include facilities providing room, board and counseling services to homeless persons for periods up to forty-five days per family. For purposes of this title, residential care facilities shall also include any facilities licensed by the state of Washington that~~ **which** cares for at least ~~three~~ **five (5)** but not more than fifteen **(15)** people with functional disabilities that has not been licensed as an Adult Family Home pursuant to RCW 70.128. ~~175.~~

(Ord. 199 § 2 (part), 1992)

(Ord. No. 454, § 2, 2-24-09)

17.08.017 Adult family home.

~~"Adult family home" means the regular family abode of a person or persons who are providing personal care, room and board to more than one but not more than four adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of six adults may be permitted if the Washington State Department of Social and Health Services determines that the home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).~~

Adult family home" means a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services. An adult family home may provide services to up to eight adults upon approval from the department under RCW [70.128.066](#). The City adopts the states definition under RCW 70.128.066 as the same exists or hereafter amended.

17.60.020 Habitation in recreation vehicles.

No recreational vehicle shall be used as a place of habitation for a period exceeding fourteen continuous days **and external permanent fixtures are strictly prohibited, nor shall such vehicle be used as a place of habitation for more than twenty days in any one month, except for certain exemptions in accordance with 17.80.050 (Temporary Use) and 17.44.070 (RV Parks) of the NMC.**

(Ord. 163 § 6.2, 1989)

DATE: June 7, 2023

CLIENT: City of Napavine

CONTACT:

CLIENT PHONE:

CLIENT ADDRESS:

JOB NUMBER/PROJECT TITLE: Jefferson Pump Station Improvements

STATEMENT OF UNDERSTANDING

The City of Napavine (City) owns and operates the Jefferson Pump Station and the sewage collection and conveyance system that transfers wastewater to a manhole near Mayme Shaddock Park, where it switches back to a gravity collection system. The components of Jefferson Pump Station have exceeded their service lives and the City has identified the need to make improvements to the existing Jefferson Pump Station. The existing pump station components have malfunctioned in the past, resulting in sewage overflows.

The proposed improvements include converting the existing dry well configuration to a submersible wet well configuration. The existing building and top slab will be demolished and removed. A new slab, equipment canopy to cover the power and control panel, and site lighting will be installed. The design will also include new access platform(s) and ladder within the existing structure(s), odor control equipment and facilities, valve vault, electrical/control panel, utilizing the existing generator and disconnect switch, and repair/rehabilitate/coating of the existing wet well structure. The Jefferson Pump Station site will be similar in appearance and configuration to the City's existing Washington Pump Station.

SCOPE OF WORK

The Scope of Work (SOW) tasks are separated into three components where applicable:

1. Work Tasks: tasks that will be completed by the Consultant;
2. Receivables: elements that will be provided by the City; and
3. Deliverables: the finished product that will be delivered to the City in electronic format.

BHC Consultants, LLC (BHC) will not require subconsultants to execute the work herein.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the project.
- 1.2 Monthly Invoicing. Prepare Eleven (11) monthly invoices.
- 1.3 Quality Assurance/Quality Control (QA/QC) Program. Conduct quality control reviews of all project deliverables in adherence with company policies. The Principal-in-Charge will lead the QA/QC program and will involve other senior staff engineers as needed. A record of internal redlines and resultant revisions will be maintained.

Receivables:

- Notice To Proceed (NTP).
- Jefferson Pump Station Record Drawings.
- Current flow estimates for Jefferson Pump Station.
- Thirteen (13) months of electrical power energy bill readings showing kilowatt-hours (kWh) energy, kilowatt demand (kW), and kilovolt Amp Reactive (kVAR) energy.
- 30-day continuous recording of the pump station's voltage and amperage.
- Submittal package, operations and maintenance (O&M) manuals, and bill of lading of engine generator, fuel storage, automatic transfer switch, battery charger, and engine generator accessories.

Deliverables:

- Eleven (11) monthly invoices.

Task 2 – Preliminary Design

Task 2 includes the preparation of the Preliminary Design Report (PDR) and associated Preliminary Design Documents.

Work Tasks:

2.1 Preliminary Design Report (PDR) Development. Prepare the Draft and Final PDR. The PDR will include the following:

- Introduction (including background and purpose of report);
- Design Criteria and Constraints:
 - Design Flow
 - Pump Selection
 - Pump Station Cycle Times
- Design Parameters;
- Permitting; and
- Preliminary Design Schedule.
- Write programming descriptions for City to implement.

2.2 Preliminary Design Drawings. Prepare three (3) preliminary design drawings (highlighted below in bold in the drawing list under Task 3).

2.3 Opinions of Probable Construction Cost (OPCC). Prepare a preliminary OPCC.

Receivables:

- One (1) consolidated set of City comments on the Draft PDR.

Deliverables:

- Draft and Final PDR.

Task 3 – Design Drawings, Specifications, and OPCC

Task 3 includes completion of the detailed design of the Jefferson Pump Station project elements and preparation of Contract Documents (drawings and specifications). Task 3 also includes the preparation of the Opinions of Probable Construction Costs (OPCCs) for the Jefferson Pump Station project. The consultant has prepared an anticipated sheet list for the Jefferson Pump Station design based on our understanding of the project scope.

- The anticipated drawing list includes the following (bold items to be included in the PDR):

1. G-1 Cover Sheet, Location, and Vicinity Map
2. G-2 Index of Drawings and General Notes
3. G-3 Abbreviations, Symbols, and Designations
4. G-4 Construction Phasing and Sequencing
5. C-1 Pump Station Site Existing Conditions – Topography
6. C-2 TESC Pump Station Site Plan
7. C-3 TESC Details and Notes
8. **C-4 Site Plan**
9. C-5 Civil Details 1 of 2
10. C-6 Civil Details 2 of 2
11. S-1 Structural General Notes and Abbreviations
12. S-2 Demolition Plan and Details
13. S-3 Wet Well Top Slab Structural Plan and Sections
14. S-4 Wet Well Canopy Plan and Details
15. S-5 Wet Well Access Platform and Ladder Plan
16. S-6 Typical Structural Details -1
17. S-7 Typical Structural Details - 2
18. **M-1 Pump Station and Valve Vault Plan**
19. **M-2 Pump Station and Valve Vault Section**
20. M-3 Mechanical Details 1 of 3
21. M-4 Mechanical Details 2 of 3
22. M-5 Mechanical Details 3 of 3
23. E-1 Electrical Symbols and Abbreviations
24. E-2 Electrical Site Plan
25. E-3 Generator Electrical Plan
26. E-4 Electrical Details
27. E-5 Conduit Grouping Diagram
28. E-6 Electrical Schedules
29. E-7 Control Panel Elevation
30. E-8 Schematic Diagrams 1 of 2
31. E-9 Schematic Diagrams 2 of 2

Work Tasks:

3.1 60% Design Drawings and Specifications. Prepare general, civil, structural, mechanical, and electrical drawings and specifications for the 60% Contract Documents for the project. Submit 60% Contract Documents for Washington State Department of Ecology (Ecology) and City review.

3.2 60% Design Review Meeting. One (1) four (4) hour design review meeting with design team and

City staff.

3.3 90% Design Drawings and Specifications. Prepare general, civil, structural, mechanical, and electrical drawings and specifications for the 90% Contract Documents for the project. Address City and Ecology comments on the 60% design prior to preparing the 90% design.

3.4 90% Design Review Meeting. One (1) four (4) hour design review meeting with design team and City staff.

3.5 Final Contract Documents. Prepare general, civil, structural, mechanical, and electrical final drawings and specifications for the Contract Documents

3.6 Opinions of Probable Construction Cost (OPCC). Prepare OPCCs for the 60% (AACE Class 4), 90% (AACE Class 2), and Final Contract Documents (AACE Class 1).

Receivables:

- One (1) consolidated set of City review comments on the 60% and 90% Contract Documents (Design Drawings, Specifications, and OPCC).
- Ecology review comments on the 60% Contract Documents.

Deliverables:

- 60%, 90%, and Final Design Documents (Drawings and Specifications) in PDF format.
- 60%, 90%, and Final OPCC in PDF format.

Task 4 – Permitting

Task 4 includes preparation of a SEPA Checklist and SWPPP.

Work Tasks:

3.1 Permitting Assistance. Preparing permit applications.

Receivables:

- One (1) consolidated set of review comments.

Deliverables:

- Draft and Final SEPA Checklist.
- Draft and Final SWPPP.

Task 5 – Bidding Support

Task 5 includes supporting the City with advertising, bidding, and developing a recommendation for award to the responsive bidder.

Work Tasks:

5.1 Pre-Bid Meeting. Attend a pre-bid meeting with the Contractors.

5.2 Bidder Questions. Receive and respond to questions from prospective bidders during bid period.

5.3 Addenda. Prepare a maximum of two (2) addenda if necessary and deliver to the City for distribution.

5.4 Review Bids. Review apparent low bidder's bid documents and prepare recommendation for award memorandum.

Receivables:

- Bid tabulation.

Deliverables:

- Pre-Bid Meeting Agenda.
- Up to two (2) Addenda.
- Bid Tabulation.
- Award Recommendation Memorandum.

Assumptions

The SOW herein and associated fee estimate were prepared based on the assumptions that the City, and/or other consultants, will be responsible for:

- Consultant will not be responsible for the performance and/or condition of the existing equipment, structures, and facilities.
- Design of modifications to the sewage collection system upstream or downstream to Jefferson Pump Station is not included.
- Basin Analysis is not to be included. The City will not require an update to the system hydraulic model nor updates to sewer flow estimates to the pump station. Consultant will determine pump station sizing and force main sizing based on City provided information.
- Site investigation (survey and geotechnical) is not included in consultant's SOW.
- Force main design is not included in consultant's SOW.
- Design of modifications, as described above, to the Jefferson Pump Station are limited to Civil, Mechanical, Structural, and Electrical.
- Consultant team shall provide support on permit applications and technical/scientific studies for permits required for construction. These applications/studies may include the following:
 - State Environmental Policy Act (SEPA) Checklist.
 - Final draft of the Construction Stormwater Pollution Prevention Plan (SWPPP).
- Permits, as needed. Permits will be submitted by the City or will be the construction contractor's responsibility. The permits include the following:
 - Building and site plan permits.
 - Clean air authority notification of construction.
 - Electrical permit. (Electrician retains over-the-counter permit).
 - Fuel permit.
- Coordination with Lewis County and other government and/or tribal agencies will be the

responsibility of the City.

- It is assumed the Jefferson Pump Station and all associated components are within existing City Easements and City Right-of-Way (ROW) and engineering support for easement acquisition will not be required.
- Environmental and noise monitoring will not be required.
- Hazard material disposal will not be required.
- Wastewater quality sampling and wastewater flow monitoring will not be required.
- Controls design will be incorporated into the design documentation.
- Integration services will include the design, programming, and configuration of an operator interface and SCADA process visualization software suite.
 - The configuration and programming software for the PLC and OI is or will-be Owned by the City. The Consultant will use the City Owned software for configuration and programming of the system.
 - The SCADA process visualization software suite is Owned by the City and is already operating. The Consultant will use the City Owned software for configuration and programming of the system.
- Non-structural condition assessments or special inspection services are not included.
- Engineering services during construction are not included.
- Architectural and landscape design is not required.
- Pump station will not include a new building.
- Hard copies of project deliverables will not be required.
- Scope and fee development costs for the project are included in the Project Management task.
- Consultant team will provide bidding support, City shall advertise.
- The prepared Design Drawings and Specifications will be inserted with JCE's Design drawings and the Specifications.
 - Specifications will be CSI formatted.
- JCE will lead bidding support, BHC will assist.

Estimated Fee

The Project Budget for this SOW is \$405,200. A breakdown of the fee estimate is included as Exhibit B.

Schedule

Assuming a notice to proceed in June 2023, it is anticipated that the Jefferson Pump Station Design will be completed in April 2024. This schedule is contingent on City review durations that are outside of JCE control, review durations are assumed to be 3 weeks. This schedule will be adjusted as the project progresses, allowing for changes in scope or for delay.

NOT TO EXCEED ESTIMATE: \$405,200

JCE Rate Table

Principal	\$210/hr.
Civil Engineer	\$130/hr.
Engineer-In-Training	\$110/hr.
Engineering Technician	\$95/hr.
Project Administrator	\$90/hr.
2-person Field Crew	\$180/hr.
Mileage	Current Federal Rate
Printing/Production	At Cost

BHC Rate Table

Principal	\$272/hr
Project Manager	\$176/hr
Sr. Structural Engineer	\$279/hr
Sr. Electrical Engineer	\$254/hr
Project Engineer	\$162/hr
Project Engineer	\$246/hr
Staff Engineer	\$151/hr
CAD/GIS	\$164/hr
Admin/Clerical	\$142/hr

By signing this agreement Client is authorizing Jackson Civil Engineering, LLC (JCE) to begin work and is agreeing to the terms and conditions attached to this contract. JCE will commence work upon receipt of this signed agreement and the advanced deposit amount stated above. This proposal is good for 14 days after which JCE reserves the right to rescind or amend this proposal in its entirety.

JACKSON CIVIL ENGINEERING, LLC

CLIENT

DATE _____

DATE _____

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY NEGOTIATED CONDITIONS OF THIS AGREEMENT, AND ARE REFLECTED IN THE SERVICES TO BE PROVIDED AND THE PRICES THEREFORE:

ADVANCE DEPOSIT: Any advance deposit required under this Agreement may be applied against services provided by JACKSON CIVIL ENGINEERING, LLC ("JCE") at any time during the term JCE provides services under this agreement, including, but not limited to, application against of services last-provided by JCE. Client's payment of the Advance Deposit shall not excuse timely payment of monthly invoices.

PAYMENT/ATTORNEY FEES AND COSTS: Client will be invoiced on a monthly basis. Invoices are due and payable on receipt. Delinquent accounts are charged interest at a rate of eighteen per cent (18%) per annum, and Client agrees to pay the same. Client promises to pay all fees, costs, and expenses incurred relating to the collection of delinquent amounts owed to JCE, including without reasonable attorneys' fees and expert witness fees, fees and costs incurred on appeal, and lien recording and foreclosure fees.

NOTICE OF DISPUTE Client must notify JCE of any invoice dispute in writing within 30 days of the invoice date, and Client's failure to provide such notice during said thirty-day period JCE's invoice shall waive Client's right to dispute such invoice.

REIMBURSABLE EXPENSES: Expenses to be reimbursed to shall be those expenses incurred directly for the project, including but not limited to transportation costs, permit fees, mailing, mileage and other directly related charges. Reimbursement for these expenses shall be on the basis of actual costs.

ADDITIONAL SERVICES: All additional services provided at Client request or due to changes of circumstances beyond the series contemplated in the scope of this agreement shall be paid by Client at JCE's standard rates. Changes in circumstances shall include, but not necessarily be limited to, required changes to JCE's work product under this agreement due to changed legal requirements after the date of this Agreement.

COST AND FEE ESTIMATES: Actual time and expenses may vary from cost estimates and fee estimates, as estimates are only JCE's best projection of costs, and actual time spent and expenses incurred shall be the amount billed.

HOURLY RATES: Jackson Civil reserves the right to amend hourly rates the first of each year.

INSURANCE: JCE is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence, \$2,000,000 general aggregate. If Client requires additional coverage in excess of that amount, and if procurable, JCE will obtain additional insurance to the level Client requests at Client's sole expense.

FAILURE TO PAY: Client's failure to timely pay any JCE payment due in a timely manner may result in JCE service suspension and JCE withholding plans, documents, and information prepared under contract with Client. JCE may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

ACCESS TO SITE: Client shall provide JCE access to the site where services are provided, for activities necessary to perform services. Client warrants that it shall have access to the site.

PROFESSIONAL STANDARDS: JCE provides no warranties, but JCE shall provide services with the skill, diligence and judgment exercised by the prudent engineers in the community where services are provided, to achieve the goals and objectives agreed upon with Client. JCE shall inform Client of progress and changes in conditions that may affect the appropriateness or achievability of some or all of the goals and objectives of the Client specified in this agreement.

TERMINATION- Either Client or JCE may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay JCE in full for all work previously authorized and performed prior to effective date of termination.

LIMITATION OF LIABILITY: Client waives all claims against JCE and indemnifies and releases JCE from any claim, demand, loss, or liability that Client may now or hereafter have against JCE arising out of or in connection with this

Agreement or the services provided hereunder (whether in tort, contract or otherwise); except for claims, demands, losses or liability resulting from JCE's gross negligence or willful misconduct. JCE's liability to the Client shall never exceed the amount of the fee actually paid to JCE under this Agreement. In no event shall JCE be liable for indirect or consequential damages of any kind.

TRANSFERABILITY OF AGREEMENT: This Agreement is between Client and JCE and is not transferable without the written consent of the other party.

OWNERSHIP OF DOCUMENTS: The calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product") by JCE, whether in hard copy or digital form, are intended for one-time use by Client for this project only. Work Product is and shall remain the property of JCE. Client shall have no right to use the Work Product for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, JCE may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.

INDEMNITY: Client hereby agrees to indemnify JCE and hold JCE harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

WORK OF OTHERS: JCE shall not be responsible or liable for any work performed or services provided by any entity other than JCE and/or any person that is not a direct employee of JCE, even if JCE coordinates with such entities for completion of the services to be provided under this Agreement. JCE does not assume responsibility for supervising, implementing or controlling the work of others.

VENUE: Any litigation initiated in connection with this Agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Washington state law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

NOTICE OF CLAIMS: Client shall provide JCE immediate written notice of any facts that could potentially result in any potential claim against JCE, including but not limited to any dispute, any claimed damages, any perceived failure by JCE, or otherwise. As a condition precedent to any recovery from JCE, Client shall give JCE written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

SEVERABILITY: If any of the provisions contained in this Agreement are determined to be illegal or unenforceable, the remaining provisions of this Agreement shall not be impaired.

RATE CHANGES: JCE reserves the right to adjust rates annually as necessary to accommodate annual cost increases. Increases shall be limited to 10%.



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, June 13, 2023

Administrator's Report:

- ❖ **Requesting approval and signature of the 2024 FY Blake Reimbursement Grant from AOC.**
- ❖ **Working with Desco AV to finish up the AOC AV Grant improvements for courtroom.**
- ❖ **Furniture installation in Court Office is nearly finished. One part will be replaced due to damage but should be taken care of within the next few weeks.**
- ❖ **Otherwise, business as usual.**

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, June 13, 2023

- **Planning Commission Meeting Minutes**
 - Attached signed minutes
- **Project Updates**
 - ARCO- Under construction
 - Scots Industries- Waiting on engineers submittal
 - TA- waiting for engineers offsite improvements design
 - AT&T Cell Tower- waiting for attorney to amend lease agreement
 - Roglins- waiting for engineers sidewalk deferral and the deposit to secure water contections
- **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:** awarded bid,
- **Jefferson Station:** working on design
- **Housing Action Plan:** final stages
- Public works is supposed to receive the new back hoe within a week



NAPAVINE PLANNING COMMISSION MINUTES
May 15, 2023 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

PLEDGE OF ALLEGIANCE:

INVOCATION: Invocation was led by Commissioner Collins.

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, Commissioner Collins, and Commissioner Hollinger.** Commissioner Haberstroh was late, arrived at 6:06 pm.

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 May 1, 2023, seconded by Commissioner Morris. Vote on motion 3 aye and 0 nay

OLD BUSINESS:

1. **Review Chapter 17.44.070 – Standards for recreational vehicle parks.**

Director Morris stated staff made the recommendations from the prior meeting. **Executive Assistant Katie Williams** stated that she included codes from Marysville and Cle Elum for Planning to look over. Discussion was held and changes to the code are below. **Director Morris** stated that he will confirm that rv parks are only allowed under a planned unit development.

Section H. changed twenty two feet to twenty road width.

Section R. put a percentage of 25% on the required hook ups, instead of “majority”

Section S. Park must have sewer dump station available for tenants only.

Commissioner Collins motioned to table and staff to bring back to next meeting with changes, seconded by Commissioner Hollinger. Vote on motion 4 aye and 0 nay.

CONSIDERATION:

Adult Family Home/Residential Care Facility Codes - Review

Executive Assistant Katie Williams briefed the Planning Commission on the process of changing the sections of these codes. Discussion was had on researching reasonable accommodations, Katie will bring a few examples of other cities to the next meeting. The Planning Commission requested to move these items to Old Business at the next meeting.

GOOD OF THE ORDER:

Director Morris reminded Planning Commission that Planning has a joint meeting with Council on May 23rd regarding the HAP Draft.

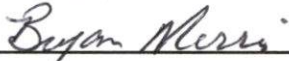
Paster Kyle with Bethel thanked the Planning Commission for everything they do for the community. Spoke to the Planning Commission about wanting to engage and help the community with the city, together as one.

ADJOURNMENT 7:44 pm

Commissioner Morris motioned to adjourn, seconded by **Commissioner Haberstroh** Vote 4 aye, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/OtxJe4oi2L>

Respectfully submitted,



Bryan Morris, Community Development/Public Works Director



Planning Commission Chairperson