



CITY COUNCIL MEETING AGENDA

Tuesday – November 28, 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

****Public Hearing: 2024 Preliminary Budget – 6:00 PM****

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS PRESENTED
- VI. APPROVAL OF MEETING MINUTES
 - 1) Regular Council Meeting – November 14, 2023
 - 2) Workshop Meeting 2024 Preliminary Budget – November 14, 2023
 - 3) Public Hearing Meeting - Ord 652 Adopting Interim Land Use Regulations & Official Controls Providing for Use of a Hearing Examiner - November 14, 2023
 - 4) Public Hearing Meeting - 2024-2029 Capital Facilities Plan- November 14, 2023
 - 5) Public Hearing Meeting - 2024 Preliminary Budget- November 14, 2023
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
- IX. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) Ord 655 – 2024 Budget – M. Whitten
 - 3) Buzzard Legal Services Agreement – R. Denham
 - 4) Civil Service Commission Secretary/Examiner Services Agreement – R. Denham
 - 5) Council Winter Recess Discussion – Mayor O’Neill
- 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

November 14, 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.

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

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

City staff members present: City Clerk - Rachelle Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD PW Director - Bryan Morris, and Court Administrator – Lacie DeWitt.

CONSENT/APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

MOVED:	Ivan Wiediger	Motion: Approval of Minutes - Regular Council Meeting, Workshop Meeting - Budget Expenditures & 2024-2029 Capital Facilities Plan, and Public Hearing Meeting – Ad Valorem (Property Tax) and Revenues on October 24, 2023.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

Rachelle Denham – Clerk

- Gave kudos to Michelle Davis about the billing cycle, there were no shut offs! Bryan and Mayor O’Neill echoed city clerk comments.

Bryan Morris - PW/CD Director

- Report in writing. State survey inspection for city water system and passed will be issued into newsletter as a model city.

John Brockmueller – Chief of Police

- Greetings to the council, trunk or treat went well and attended the career day at school, operations are normal.

Michelle Whitten – Treasurer

- Report in writing. The city is being audited 2020-2021 and will inform the council if issues come up along with the letter to attend audit recap.

Lacie DeWitt – Court Administrator

- No Report, Operations are normal.

Duane Crouse – Mayor Pro Tem

- No report.

Heather Stewart – Councilor #4

- Asked to be excused from the next, 11/28 council meeting and gave kudos to Michelle Whitten for doing such a great job with the budget process.

Don Webster – Councilor #3

- No report.

Ivan Wiediger – Councilor #2

- Celebrated his 29th wedding anniversary and will be attending the interview process for LCFD #5 on Saturday, 11/18.

Fire Dist. 5 – Sandra White

- Trunk and Treat event was a success. Attended career day and it went well. Meet and greet for fire chief candidates will be at 7pm on 11/17 and panel interviews on 11/18.

Brian Watson – Councilor #1

- Boys Football team plays in state quarter finals on Saturday against Riverview in Tenino. Napavine Girls Volleyball team didn't place but played well.

Shawn O'Neill – Mayor

- Attended the girls state volleyball tournament and is always fun to watch even though it's emotional especially when it's your kids. Clerk Denham, Director Morris, Michelle Whitten and the mayor attended a meeting with Rep from Maria Glusenkamp Perez office and felt like our issues were heard. He is looking forward to a follow up. Mayor also attended the budget workshop LCSW landfill closure group and passed a budget for the coming year and working towards a permanent closure of the landfill. Recognized Michelle Davis efforts in the office while others were out.

Planning Commission – Deborah Graham

- No report. Councilor Stewart asked why the meetings keep getting canceled. Director Morris responded to the question. The PC worked very hard on codes up to June and with that a lot of work goes into the process.

CITIZEN COMMENTS – NON-AGENDA ITEMS:

- None

NEW BUSINESS

VOUCHERS- M. WHITTEN

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

Accounts Payable	32	111	140,399.84	38611-38642
Payroll Vendors	2	2	1,253.00	38609-10
Electronic Payments	9	9	2,209.22	EFT*20231101/08-15
Electronic Payroll	6	6	38,968.29	EFT*20231102-07
ACH Direct Deposit	1	1	411.89	Direct Deposit Nichols
ACH Direct Deposit	17	17	35,978.11	Direct Deposit 11/5/2023
Total Vouchers	67	146	\$219,220.35	

Void Check 38608

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

ORD 654 – AD VALOREM TAX 2024– M. WHITTEN

ORDINANCE NO. 654

AN ORDINANCE OF THE CITY OF NAPA VINE, WASHINGTON, DETERMINING AND FIXING THE AMOUNT OF REVENUE TO BE RAISED BY AD VALOREM TAXES DURING THE CALENDAR YEAR 2024

MOVED:	Duane Crouse	Motion: Adopt Ordinance 654
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

RESOLUTION 23-11-145: PROPERTY TAX LEVY 2024 – M. WHITTEN



**Ordinance / Resolution No. 23-11-145
RCW 84.55.120**

MOVED:	Duane Crouse	Motion: Adopt Resolution 23-11-145 Property Tax Levy 2024
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

RESOLUTION 23-11-146: 2024-2029 CAPITAL FACILITIES PLAN – M. WHITTEN

RESOLUTION NO. 23-11-146

A RESOLUTION OF THE CITY OF NAPA VINE, WASHINGTON, FINALIZING THE UPDATE OF THE CAPITAL FACILITIES PLAN (CFP) FOR THE CITY OF NAPA VINE

MOVED:	Brian Watson	Motion: Adopt Resolution 23-11-146 2024-2029 Capital Facilities Plan
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

BP ARCO STORMWATER AGREEMENT – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept the BP Stormwater Agreement
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

TIB CONSULTANT SUPPLEMENTAL AGREEMENT CHANGE ORDER: 2023 RUSH RD PAVEMENT REPAIRS (009)-1 – B. MORRIS

MOVED:	Duane Crouse	Motion: Accept the TIB Consultant Agreement Change Order 2023 Rush Rd Pavement Repairs
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

TIB CONSULTANT SUPPLEMENTAL AGREEMENT CHANGE ORDER: 2023 LEWIS-THURSTON CHIP SEAL BUNDLE (005)-1 – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Pass the TIB Consultant Supplemental Agreement Change Order 2023 Lewis-Thurston Chip Seal Bundle
SECONDED:	Brian Watson	
<i>Discussion: There is a second billing that has gone out and Michelle has been working with the cities. Director Morris commented that that Second Ave grant opportunity is looking good.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

RESOLUTION 23-11-144 & TITLE VI PLAN DOCUMENTS – R. DENHAM & B. MORRIS

**CITY OF NAPA VINE
RESOLUTION NO. 23-11-144**

A RESOLUTION APPROVING A LETTER OF INTENT TO COMPLY WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) TITLE VI PLAN AND AGREEING TO THE TERMS OF THE PLAN AND APPOINTING THE CITY CLERK AS THE TITLE VI COORDINATOR TO ADMINISTER THE PROGRAM UNDER THE DIRECTION OF THE MAYOR OR HIS DESIGNEE INCLUDING SIGNING DOCUMENTS AND YEARLY REPORTING NECESSARY TO COMPLY WITH THE TITLE VI PROGRAM.

MOVED:	Ivan Wiediger	Motion: Pass Resolution 23-11-144 & Title VI Plan
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ORD 656-DESIGNATION OF OFFICIAL NEWSPAPER – R. DENHAM

ORDINANCE NO. 656

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, DESIGNATING THE CHRONICLE AS THE OFFICIAL NEWSPAPER OF THE CITY FOR LEGAL PUBLICATION PURPOSES, REPEALING ORDINANCE NO. 581 PASSED THE 23rd DAY OF OCTOBER 2018; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

MOVED:	Heather Stewart	Motion: Approve Ordinance 656
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay. Councilor #1 Brian Watson abstained from the vote.	

BUZZARD LEGAL SERVICES AGREEMENT – R. DENHAM

MOVED:	Don Webster	Motion: Tabled until next council meeting, 11/28/23
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

MOU- TEAMSTERS HEALTH INSURANCE – R. DENHAM

MOVED:	Ivan Wiediger	Motion: Pass the MOU for the Teamster's health insurance
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

AM 23-22 HIRE FULLTIME PW EMPLOYEE – M. WHITTEN & B. MORRIS

MOVED:	Ivan Wiediger	Motion: Pass AM 23-22 to hire a full-time Public Works employee
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

CITY HALL FLOWER BEDS – B. MORRIS

MOVED:	Don Webster	Motion: Allow Bryan to remove dirt flower beds and replace with rock
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

LAKESIDE INTENT TO BOND RUSH RD: GUTTER REPAIR – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept the \$100k Bond for Rush Rd Pavement Repair
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ADJOURNMENT:

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: Meeting Adjourned at 6:52 p.m.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/Vu1JsLgITa> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



WORKSHOP MEETING MINUTES- 2024 PRELIMINARY BUDGET
November 14, 2023

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

NAPAVINE COUNCIL MEMBERS PRESENT:

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

CITY STAFF MEMBERS PRESENT: City Clerk Rachelle Denham, Treasurer Michelle Whitten, Police Chief John Brockmueller, CD/PW Director Bryan Morris, Court Administrator Lacie DeWitt, and Police Exec Asst. Judy Godbey.

ROUND TABLE DISCUSSION:

Key Points and handouts provided:

- *Handouts Provided-2024 Preliminary Budget and Cash & Investment Activity as of 11/13/2023. The Treasurer went over the handouts.*
- The Property Tax/Ad Valorem information came in from Lewis County and it is falling right where I had predicted. They do not have the State Assessed Utilities as of yet. I have put into the Resolution that Napavine will go from \$360,000 collection to \$369,776.86 which includes \$1,049.48 in administrative refunds and increase for new construction for an overall percentage of 2.716%. The Real and Personal Values for Napavine were \$309,959,747 in 2023 to \$338,188,799 for 2024.
- As of writing this I do not know how the vote for Dispatch services did. If it passes this will be an approximate savings in the Police Department Budget of \$50,000.
- Liability Insurance will have a \$25k increase from last year.
- Per Cash & Investment Activity Report beginning January 1, 2023-\$6.2 million / YTD \$6.8 million but funds still need to be collected including LIDS, Bundle Project/.09 Funds.
- There is overspending in the General Fund that includes some one-time grant projects. The mayor asked for clarification and review of the city loans that will be paid off soon. The water/sewer Dept of Ecology loan in 2023, Rush Road, 2024; City of Chehalis Wastewater Plant, 2028. The city treasurer responded. The biggest hits are the employees' wages and benefits package that include a 6% wage increase and the H&W Package that the city will pay \$1328 per month instead of \$1000 with employee contribution of \$200 per month. CD/PW has brought on two new employees and L&I rates increased. Councilor Stewart asked the Treasurer if she had concerns about the budget and Michelle responded yes. Director Morris made comments on the budget and what projects he has in the works and believes the future is bright for the city.

The meeting was adjourned-closed at approximately 6:01 PM.

- *These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fcdl.in/odk2HgJusQ) or at the link <https://fcdl.in/odk2HgJusQ>.*

****THIS WAS OPEN DISCUSSION ONLY AND NO VOTES OR FINAL DECISIONS WERE MADE ****

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
PUBLIC HEARING – ORD 652 ADOPTING INTERIM LAND USE REGULATIONS & OFFICIAL
CONTROLS PROVIDING USE FOR A HEARING EXAMINER

November 14, 2023, 6:00 P.M.

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

CALL TO ORDER:

Mayor Shawn O’Neill called public hearing of the **Ord 652 Adopting Interim Land Use Regulations & Official Controls Providing Use for a Hearing Examiner** to order at 6:02 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 **Ord 652 Adopting Interim Land Use Regulations & Official Controls Providing Use for a Hearing Examiner** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against **Ord 652 Adopting Interim Land Use Regulations & Official Controls Providing Use for a Hearing Examiner**, any questions, please direct them to the mayor and he will direct staff 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.

Closing of Public Hearing:

Mayor Shawn O’Neill announced, all testimony having been taken, the public hearing on the **Ord 652 Adopting Interim Land Use Regulations & Official Controls Providing Use for a Hearing Examiner** is now closed ending time 6:04 pm.

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
PUBLIC HEARING – 2024-2029 CAPITAL FACILITIES PLAN
November 14, 2023, 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O’Neill called public hearing of the **2024-2029 Capital Facilities Plan** to order at 6:04 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 **2024-2029 Capital Facilities Plan** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **2024-2029 Capital Facilities Plan**, any questions, please direct them to the mayor and he will direct staff our Council members who may have the answers to address the question. Mayor would like to keep 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.

Closing of Public Hearing:

Mayor Shawn O’Neill announced, all testimony having been taken, the public hearing on the **2024-2029 Capital Facilities Plan** is now closed ending time 6:05 pm.

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES
PUBLIC HEARING – PRELIMINARY 2024 BUDGET
November 14, 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 **2024 Preliminary Budget** to order at 6:06 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 **2024 Preliminary Budget** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **2024 Preliminary Budget**, any questions, please direct them to the mayor and he will direct staff 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.

Citizen Comment:

Paula Sandirk asked questions about the salary for the mayor, if there is an ordinance for the budget, and what was used to determine the \$12k salary for the mayor. The city Treasurer, Michelle Whitten, responded to the questions asked by Paula.

Closing of Public Hearing:

Mayor Shawn O’Neill announced, all testimony having been taken, the public hearing on the **2024 Preliminary Budget** is now closed ending time 6:09 pm.

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Voucher Report Nov 28, 2023

November 2023 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38643	Payroll Vendor	\$1,722.98	
Net Pay - 14939	11/20/2023	\$1,722.98	
Reference Number: 38644	Payroll Vendor	\$1,319.97	
Net Pay - 14940	11/20/2023	\$1,319.97	
Reference Number: 38645	Payroll Vendor	\$1,620.57	
Net Pay - 14941	11/20/2023	\$1,620.57	
Reference Number: 38646	Payroll Vendor	\$3,075.22	
Net Pay - 14942	11/20/2023	\$3,075.22	
Reference Number: 38647	Payroll Vendor	\$1,398.89	
Net Pay - 14943	11/20/2023	\$1,398.89	
Reference Number: 38648	Office of Support Enforcement	\$203.00	
Child Support - 14911	11/16/2023	\$203.00	
Reference Number: 38650	Accredited Security	\$109.95	
15108	11/13/2023	\$109.95	Taser digital power magazine
Reference Number: 38651	Capital Business Machines	\$472.98	
INV179089	11/6/2023	\$354.03	
INV179090	11/6/2023	\$118.95	2023 10/1-10/31 PD Court Copies
Reference Number: 38652	CHS Northwest Inc	\$1,339.72	
YE5 IB0461	10/19/2023	\$1,339.72	Off Road Fuel 263.3 Gallons
Reference Number: 38653	City of Chehalis	\$104,016.88	

Reference	Date	Amount	Notes
2023*Nov CRWR Facility	11/20/2023	\$104,016.88	2023*Nov Payment
Reference Number: 38654	City of Chehalis	\$14,043.00	
2023-Nov*RWWTP	11/20/2023	\$14,043.00	2023*NovMonthly Sewer Treatment Costs
Reference Number: 38655	City of Napavine	\$11,237.81	
2023*Oct Utility Tax	11/21/2023	\$11,237.81	2023-Oct Water/Sewer Service Utility Tax
Reference Number: 38656	Department of Ecology	\$1,209.60	
LN-000003601	11/20/2023	\$1,209.60	L0200010 Final
Reference Number: 38657	Flannery Publications	\$97.50	
62475	11/3/2023	\$97.50	Prelim Budget PH
Reference Number: 38658	Goods Quarry	\$165.79	
Invoice - 11/20/2023 5:23:37 PM	11/20/2023	\$165.79	22.77 tons 5/8" minus
Reference Number: 38659	Haberstroh, Arnold	\$500.00	
2023*June 6 Permit Refund	11/21/2023	\$500.00	Refund Permit Fee
Reference Number: 38660	Innovations In Eyecare	\$228.00	
2023*Oct Elwood	11/20/2023	\$228.00	Eye Exam /Glassess
Reference Number: 38661	LC Emergency Management	\$1,858.00	
7491	11/14/2023	\$1,858.00	2023 - Q4 Contract EMS
Reference Number: 38662	Les Schwab	\$560.22	
Invoice - 11/20/2023 1:50:28 PM	11/20/2023	\$560.22	08 Dodge Ram 1500 Pickup Tires (Rob)
Reference Number: 38663	Lewis County Sheriffs Office	\$422.71	
2023*Oct Evidence	11/3/2023	\$422.71	2023 Oct Evidence Handling
Reference Number: 38664	Lewis County Treasurer	\$31.55	

Reference	Date	Amount	Notes
2023*Oct CV	11/21/2023	\$31.55	2023 - Oct CV Court Remittance
Reference Number: 38665	Mountain Mist	\$35.82	
005690536	11/9/2023	\$31.50	3-5 gal water jugs Nov 2023 rental
005690537	11/9/2023	\$4.32	Water Cooler Rental Nov 2023
Reference Number: 38666	Quill Corporation	\$98.35	
35409750	10/27/2023	\$98.35	batteries/RK treats Career day
Reference Number: 38667	Sierra Santa Fe	\$146,011.25	
2023*Oct Pay Est 3	11/21/2023	\$146,011.25	Pay Est 3 Sierra Santa Fe
Reference Number: 38668	State Auditor's Office	\$192.15	
L157454	11/8/2023	\$192.15	Accountability/Financial Audit 20-21-22
Reference Number: 38669	State Treasurer's Office	\$1,460.90	
2023*Oct State Remit	11/21/2023	\$1,460.90	2023*Oct State Remit
Reference Number: 38670	SW Clean Air Agency	\$1,042.25	
2023-1052	9/29/2023	\$1,042.25	2023 Assessment
Reference Number: 38671	Toledotel	\$350.62	
100035617	11/1/2023	\$350.62	2023 Nov 1-30 Telephones
Reference Number: 38672	Transient Vendor	\$455.39	
1968.1 206 Fenway Court	11/20/2023	\$455.39	Refund Overpayment Acc 1968.1
Reference Number: 38673	US Bank Corp Payment Syst	\$6,208.83	
*Free Conference 2023*10	11/20/2023	\$3.25	File Storage Oct-Nov
008354 Loves	10/28/2023	\$20.25	Fuel - Macomber
011447 Harbor Freight	10/30/2023	\$542.02	Cushion Grip Screwdriver/Security bit
017610 USPS	10/23/2023	\$66.00	coil stamps
03-10651-44986 Ebay	10/11/2023	\$75.53	Filter unmp

Reference	Date	Amount	Notes
03172043 Harbor Freight	10/10/2023	\$602.65	Trailer
078630 Dollar General	10/12/2023	\$16.99	Puppy Food
0912018 Sweeneys	10/13/2023	\$60.35	Pocket Hose/shovel
097521 Harbor Freight	11/2/2023	\$123.31	creeper/ratchet/punch set
101655196 IBC	10/30/2023	\$79.00	Build Insp Overview
101655802 IBC	10/31/2023	\$79.00	Res Mechanical Insp
101656937 IBC	11/1/2023	\$237.00	Res Builising Insp Training
111-3529959-2321029 Amazon	10/18/2023	\$39.18	hook/suction cups
111-4542201-2817831 Amazon	10/25/2023	\$114.70	plates/forks/misc
111-7916613-5233010 Amazon	10/6/2023	\$28.68	desk risers Mayor
112-6740400-0599417 Amazon	10/10/2023	\$57.60	ethernet/HDMI/pens
113-1327497-8913027 Amazon	10/18/2023	\$497.64	Xmas Lights/staple remover
113-3323881-8565053 Amazon	11/2/2023	\$194.79	Milwaukee Grease Gun
134588 Soft Touch	10/26/2023	\$12.45	Chief Car WASH
2000114-57434503 Walmart	10/23/2023	\$906.95	Trunk or Treat
21027585 Dollar Tree	10/29/2023	\$19.75	Trunk or Treat supplies
23072769 Halloween Costumes	10/23/2023	\$381.84	Trunk or treat
2580246148 Adobe	10/17/2023	\$194.09	Acrobat Pro
300003532 Blue Square Power	11/2/2023	\$1,355.00	Eaton 9PX
9ZYQH9SK3LPT Dropbox	10/17/2023	\$214.72	Dropbox
INV224973423 Zoom	10/27/2023	\$17.03	10/27-11/26 Zoom
TO-231025-113855-524-QGB Totally Promotion	10/25/2023	\$269.06	Tiger Tumblers
Reference Number: 38674	US Bank NA Cincinnati	\$114.00	
2023*Oct Maint fee	11/20/2023	\$114.00	2023 - Oct Bond Fee
Reference Number: 38675	Vision Municipal Solution	\$168.75	
09-13557	10/31/2023	\$168.75	Firewall/Davis Scan file
Reference Number: 38676	WA Dept of Transportation	\$3,430.58	
*FB91458004241	10/31/2023	\$3,430.58	2023*Oct fuel
Reference Number: 38677	Wabo	\$105.00	

Reference	Date	Amount Notes
14559	11/1/2023	\$105.00 2024 Renewal
Reference Number: EFT*20231116	Dept of Retirement Systems	\$7,484.67
Emp Rtmt - 14910	11/16/2023	\$238.85
Emp Rtmt - 14911	11/16/2023	\$270.58
Emp Rtmt - 14912	11/16/2023	\$210.37
Emp Rtmt - 14913	11/16/2023	\$179.72
Emp Rtmt - 14914	11/16/2023	\$321.07
Emp Rtmt - 14915	11/16/2023	\$276.68
Emp Rtmt - 14916	11/16/2023	\$257.95
Emp Rtmt - 14917	11/16/2023	\$267.60
Emp Rtmt - 14918	11/16/2023	\$197.73
Emp Rtmt - 14919	11/16/2023	\$152.29
Emp Rtmt - 14920	11/16/2023	\$406.75
Emp Rtmt - 14921	11/16/2023	\$262.24
Emp Rtmt - 14922	11/16/2023	\$152.29
Emp Rtmt - 14925	11/16/2023	\$327.49
Emp Rtmt - 14926	11/16/2023	\$257.00
Emp Rtmt - 14927	11/16/2023	\$186.47
Taxable Retirement - 14910	11/16/2023	\$382.98
Taxable Retirement - 14911	11/16/2023	\$180.58
Taxable Retirement - 14912	11/16/2023	\$140.39
Taxable Retirement - 14913	11/16/2023	\$288.16
Taxable Retirement - 14914	11/16/2023	\$214.27
Taxable Retirement - 14915	11/16/2023	\$184.65
Taxable Retirement - 14916	11/16/2023	\$172.15
Taxable Retirement - 14917	11/16/2023	\$178.59
Taxable Retirement - 14918	11/16/2023	\$131.96
Taxable Retirement - 14919	11/16/2023	\$244.18
Taxable Retirement - 14920	11/16/2023	\$271.45
Taxable Retirement - 14921	11/16/2023	\$175.01
Taxable Retirement - 14922	11/16/2023	\$244.18
Taxable Retirement - 14925	11/16/2023	\$240.55

Reference	Date	Amount	Notes
Taxable Retirement - 14926	11/16/2023	\$171.51	
Taxable Retirement - 14927	11/16/2023	\$298.98	
Reference Number: EFT*20231117	Dept of Treasury Internal Revenue	\$9,000.51	
Federal Income Tax - 14910	11/16/2023	\$672.31	
Federal Income Tax - 14911	11/16/2023	\$348.00	
Federal Income Tax - 14912	11/16/2023	\$160.53	
Federal Income Tax - 14913	11/16/2023	\$505.21	
Federal Income Tax - 14914	11/16/2023	\$372.67	
Federal Income Tax - 14915	11/16/2023	\$252.84	
Federal Income Tax - 14916	11/16/2023	\$351.85	
Federal Income Tax - 14917	11/16/2023	\$238.60	
Federal Income Tax - 14918	11/16/2023	\$201.54	
Federal Income Tax - 14919	11/16/2023	\$375.41	
Federal Income Tax - 14920	11/16/2023	\$650.21	
Federal Income Tax - 14921	11/16/2023	\$151.09	
Federal Income Tax - 14922	11/16/2023	\$368.54	
Federal Income Tax - 14923	11/16/2023	\$159.62	
Federal Income Tax - 14925	11/16/2023	\$441.05	
Federal Income Tax - 14926	11/16/2023	\$143.69	
Federal Income Tax - 14927	11/16/2023	\$325.70	
Federal Income Tax - 14939	11/20/2023	\$175.64	
Federal Income Tax - 14940	11/20/2023	\$194.22	
Federal Income Tax - 14941	11/20/2023	\$187.33	
Federal Income Tax - 14942	11/20/2023	\$582.68	
Federal Income Tax - 14943	11/20/2023	\$154.88	
Medicare - 14910 (1)	11/16/2023	\$65.61	
Medicare - 14910 (2)	11/16/2023	\$65.61	
Medicare - 14911 (1)	11/16/2023	\$41.17	
Medicare - 14911 (2)	11/16/2023	\$41.17	
Medicare - 14912 (1)	11/16/2023	\$32.01	
Medicare - 14912 (2)	11/16/2023	\$32.01	
Medicare - 14913 (1)	11/16/2023	\$49.36	

Reference	Date	Amount	Notes
Medicare - 14913 (2)	11/16/2023	\$49.36	
Medicare - 14914 (1)	11/16/2023	\$48.85	
Medicare - 14914 (2)	11/16/2023	\$48.85	
Medicare - 14915 (1)	11/16/2023	\$42.10	
Medicare - 14915 (2)	11/16/2023	\$42.10	
Medicare - 14916 (1)	11/16/2023	\$39.25	
Medicare - 14916 (2)	11/16/2023	\$39.25	
Medicare - 14917 (1)	11/16/2023	\$40.72	
Medicare - 14917 (2)	11/16/2023	\$40.72	
Medicare - 14918 (1)	11/16/2023	\$30.08	
Medicare - 14918 (2)	11/16/2023	\$30.08	
Medicare - 14919 (1)	11/16/2023	\$41.53	
Medicare - 14919 (2)	11/16/2023	\$41.53	
Medicare - 14920 (1)	11/16/2023	\$61.89	
Medicare - 14920 (2)	11/16/2023	\$61.89	
Medicare - 14921 (1)	11/16/2023	\$39.90	
Medicare - 14921 (2)	11/16/2023	\$39.90	
Medicare - 14922 (1)	11/16/2023	\$41.80	
Medicare - 14922 (2)	11/16/2023	\$41.80	
Medicare - 14923 (1)	11/16/2023	\$23.57	
Medicare - 14923 (2)	11/16/2023	\$23.57	
Medicare - 14925 (1)	11/16/2023	\$49.83	
Medicare - 14925 (2)	11/16/2023	\$49.83	
Medicare - 14926 (1)	11/16/2023	\$39.10	
Medicare - 14926 (2)	11/16/2023	\$39.10	
Medicare - 14927 (1)	11/16/2023	\$50.88	
Medicare - 14927 (2)	11/16/2023	\$50.88	
Medicare - 14939 (1)	11/20/2023	\$28.10	
Medicare - 14939 (2)	11/20/2023	\$28.10	
Medicare - 14940 (1)	11/20/2023	\$22.54	
Medicare - 14940 (2)	11/20/2023	\$22.54	
Medicare - 14941 (1)	11/20/2023	\$26.92	
Medicare - 14941 (2)	11/20/2023	\$26.92	

Reference	Date	Amount	Notes
Medicare - 14942 (1)	11/20/2023	\$54.46	
Medicare - 14942 (2)	11/20/2023	\$54.46	
Medicare - 14943 (1)	11/20/2023	\$23.00	
Medicare - 14943 (2)	11/20/2023	\$23.00	
Social Security Tax - 14923 (1)	11/16/2023	\$100.78	
Social Security Tax - 14923 (2)	11/16/2023	\$100.78	
Reference Number: EFT*20231118 5183319735	Cintas Corp 11/8/2023	\$7.74	\$7.74 hard surface disinf.
Reference Number: EFT*20231119 81314320	DE Lage Landen Financial Services 11/11/2023	\$464.00	\$464.00 2023 - 0 Sharp MX307105 Oct 1 -31
Reference Number: EFT*20231120 1611879	Home Depot Credit Services 10/18/2023	\$99.92	\$99.92 hole saw/pilot bit
Reference Number: EFT*20231121 3636-2023_10	Invoice Cloud Inc 10/31/2023	\$160.25	\$160.25 2023 Oct IC fee
Reference Number: EFT*20231122 2023*Oct Excise Tax	Dept of Revenue 11/21/2023	\$9,218.91	\$9,218.91 2023*Oct Excise Tax
Reference Number: Nov 1, - Nov 15, 2023	Payroll Vendor	\$36,189.43	
ACH Pay - 14910	11/16/2023	\$3,103.81	
ACH Pay - 14911	11/16/2023	\$1,835.40	
ACH Pay - 14912	11/16/2023	\$1,712.33	
ACH Pay - 14913	11/16/2023	\$2,445.85	
ACH Pay - 14914	11/16/2023	\$2,313.34	
ACH Pay - 14915	11/16/2023	\$2,052.02	
ACH Pay - 14916	11/16/2023	\$2,071.03	
ACH Pay - 14917	11/16/2023	\$2,208.81	
ACH Pay - 14918	11/16/2023	\$1,551.43	
ACH Pay - 14919	11/16/2023	\$2,060.04	

Reference	Date	Amount	Notes
ACH Pay - 14920	11/16/2023	\$2,866.95	
ACH Pay - 14921	11/16/2023	\$1,751.93	
ACH Pay - 14922	11/16/2023	\$2,029.27	
ACH Pay - 14923	11/16/2023	\$1,307.59	
ACH Pay - 14925	11/16/2023	\$2,286.69	
ACH Pay - 14926	11/16/2023	\$1,895.80	
ACH Pay - 14927	11/16/2023	\$2,697.14	
Total		\$367,933.66	

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

Accounts Payable	28	56	295,967.60	38650-38677
Payroll Vendors	6	6	9,340.63	38643-38648
Electronic Payments	5	5	9950.82	EFT*20231118-22
Electronic Payroll	2	2	16,485.18	EFT*20231116-17
ACH Direct Deposit	17	17	36,189.43	Direct Deposit 11/20/2023
Total Vouchers	58	86	\$367,933.66	

VOID Check 38649

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: _____

Reference	Date	Amount Notes
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DATED THIS _ DAY OF _____, 2023

**BUDGET ORDINANCE
ORDINANCE NO. 655**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF NAPAVINE,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024**

WHEREAS, the City of Napavine, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expenses of government of the City for the fiscal year ending December 31, 2024; and

WHEREAS, notice was published that the City Council would hold a public hearing on November 28, 2023, at 6:00 p.m., in the council chambers of city hall for the purposes of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of the proposed budget for the fiscal year 2024 during a regular city council meeting at 6:00 p.m.; and

WHEREAS, the City Council finds the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of the City for the fiscal year 2024 and being sufficient to meet the various needs of the City during that period;

NOW THEREFORE, the City Council of the City of Napavine, do ordain as follows:

SECTION 1. The budget for the City of Napavine, Washington for the year 2024 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, "City of Napavine 2024 Budget", copies of which are on file in the Office of the City Clerk.

SECTION 2. Estimated resources, including fund balances for each separate fund of the City of Napavine, for the year 2024 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the City of Napavine 2024 Budget.

Fund		Beginning		Transfers		Transfers	Ending
		Cash & Invest	Revenues	In	Expenditures	Out	Cash & Invest
001	General Fund 001	1,196,563.90	1,441,991.00		1,665,111.00	7,000.00	966,443.90
002	Substance Abuse Fund	6,081.58	630.00		2,000.00		4,711.58
004	Park Improvement Fund 004	188,231.35	37,300.00		75,000.00		150,531.35
005	Gen Gov Capital Equip Fund	45,526.03	-		11,000.00		34,526.03
006	LEOFF 1 Retiree Trust Fund	107,000.00	-	7,000.00	-		114,000.00
101	Street Fund 101	167,207.29	231,482.00	-	359,692.00	15,000.00	23,997.29
102	Street Capital Equipment Fund	17,025.97		15,000.00	-		32,025.97
105	Street Improvement Fund 105	17,119.99	527,050.00	-	529,529.00		14,640.99
110	Criminal Justice Funds	45,300.80	51,968.00		37,645.00		59,623.80
115	Local Recovery Fiscal Fund	84,000.41	-		84,000.00		0.41
305	Project Planning Fund	401,369.65	70,150.00		85,100.00		386,419.65
401	Water Fund 401	910,122.26	545,525.00		805,749.00	30,000.00	619,898.26
402	Water System Improvement Fund	648,225.33	192,415.00	15,000.00	65,000.00		790,640.33
403	USDA Bond Reserve Fund	22,710.00	-		-		22,710.00
404	Water Deposit Trust Fund	5,114.45	-		2,500.00		2,614.45
406	Wastewater Fund 406	568,307.59	922,570.00		969,957.00	30,000.00	490,920.59
408	Wastewater System Improve Fund	670,759.43	1,747,200.00	15,000.00	1,730,000.00		702,959.43
409	Sewer Capital Equipment Fund	17,025.97		15,000.00	-		32,025.97
411	Water Capital Equipment Fund	17,025.97		15,000.00	-		32,025.97
415	LID 2011-1 Bond Redemption Fund	611,809.56	156,525.00		78,936.00		689,398.56
502	Private-Purpose Trust Funds	34,836.47	-		-		34,836.47
631	Agency Funds	1,823.92	-		-		1,823.92
632	Municipal Court Trust Fund	7,851.92	-		-		7,851.92
Grand Total		5,791,039.84	5,924,806.00	82,000.00	6,501,219.00	82,000.00	5,214,626.84

SECTION 3. The City Treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditors' Office and to the Association of Washington Cities.

SECTION 4. Effective Date. This ordinance shall be in full force and take effect on January 1, 2024, pursuant to RCW 35A.12.130.

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 City Council, of City of Napavine, at a regular open public meeting thereof this 28th day of November, 2023.

Mayor, Shawn O'Neill

Approved as to form:

Attest:

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

City Clerk, Rachelle Denham

PASSED:

PUBLISHED DATE:

EFFECTIVE DATE:

LEGAL SERVICES AGREEMENT

City of Napavine, WA

THIS LEGAL SERVICES AGREEMENT is dated the __ day of _____, 2023, and is entered into by and between the City of Napavine, a Washington Municipal Corporation, located at 407 Birch Avenue SW, PO Box 810, Napavine, WA 98565 (“City”), and the law firm of Buzzard O’Rourke, P.S., a Washington Professional Services Corporation, located at 314 Harrison Avenue, Centralia, WA 98531 (“Law Firm”).

RECITALS:

WHEREAS, the City is a municipal corporation organized and existing pursuant to Title 35A of the Revised Code of Washington; and

WHEREAS, the City has a continuing need for legal services; and

WHEREAS, the City is required to make provision for obtaining legal counsel pursuant to Title 35A RCW; and

WHEREAS, the City has determined that Law Firm is qualified and capable of performing such legal services under the terms and conditions set forth herein; and

WHEREAS, The City deems it necessary and in the public interests to employ the above named Law Firm as City Attorney for the City; and

WHEREAS, the Law Firm has provided these services to the City since 2017; and

WHEREAS, Law Firm is willing to provide such legal services under the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. ***Appointment and Effective Date.*** The City does hereby appoint Buzzard O’Rourke, P.S., as City Attorney. This Agreement shall be effective upon acceptance by the City.



2. **Ratification.** All acts taken pursuant to this Agreement, but prior to its effective date, are hereby ratified and confirmed.
3. **Organizational Entity.** Law Firm shall represent the City as an organizational entity, and the City as an organizational entity shall be a client of Law Firm. With the exception of requests from the City Council acting as a body, the Mayor shall act as the “gatekeeper” for the City in requesting the services of Law Firm, coordinating and designating the flow of work to Law Firm, and establishing the relative priorities to be placed on tasks to be performed by Law Firm. No member of the City staff may require Law Firm to perform work for the City unless authorized by the Mayor. This provision does not prevent Law Firm, in the discretion of Law Firm, from having one-on-one contact with City Council members and/or City staff. When requesting legal services, the City shall state the specific services requested and the response date.
4. **General Responsibilities of Law Firm.** Law Firm will perform legal work for the City, except as provided herein or otherwise prohibited. At the discretion of Law Firm, multiple members of Law Firm may assist in the performance of legal duties. Law Firm may also utilize outside counsel, if approved by the City. The following list of duties is considered General Responsibilities services which may be performed by Law Firm:
 - a. Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested; and
 - b. Approve legal documents as to proper form and content when requested; and
 - c. Advise and consult with the Mayor and City Council on legal issues pertaining to City business and interests; and
 - d. Advise and consult with City staff as authorized and as necessary on legal issues pertaining to City business and interests; and
 - e. Attend regularly scheduled City Council meetings, and attend specially scheduled City Council meetings as necessary; and
 - f. Attend special meetings, workshops, board meetings, commission meetings, committee meetings, or any other type of public or private meeting as requested, including meetings with other governmental agencies, as is necessary on matters involving the City; and
 - g. Law Firm will provide such other services as are necessary and appropriate in order to provide the City with adequate legal representation.



5. ***Prosecutorial Responsibilities.*** Law firm shall provide the City with prosecutorial services for criminal violations of the City municipal code/ordinances and Washington State statutes in the Napavine Municipal Court located in Napavine, WA. The following list of duties is considered Prosecutorial Responsibilities services which may be performed by Law Firm:
- a. Represent and appear on behalf of the City in court proceedings for misdemeanor and gross misdemeanor charges; and
 - b. Appear on behalf of the City in court proceedings for civil infraction charges as necessary and at the discretion of Law Firm; and
 - c. Represent the interests of the City and (in Law Firm's discretion) proceeding to trial, amending a criminal or civil infraction charge, engaging in plea negotiations, settling a case, and dismissing criminal and civil infraction charges; and
 - d. Preparing and maintaining case files; and
 - e. Preparing, filing and serving necessary pleadings; and
 - f. Working and Communicating with law enforcement personnel; and
 - g. Assembling necessary information and witness coordination in preparation for court proceedings.
6. ***Special Projects/Non-routine Work – Outside of General Responsibilities.*** Non-routine work or special projects include, but are not limited to, the following:
- a. Services rendered in connection with any actual or potential civil or administrative litigation, investigations, audits, mediations, arbitrations, civil and criminal appeals, foreclosures, annexations, seizures and/or forfeitures or any matter in which there is, or potentially will be, an adverse party or opponent (not including criminal cases and traffic infractions).
 - b. Services rendered in connection with site or project-specific land use or real property matters, including but not limited to proposals, permitting, project review, regulatory approvals, franchise agreements, specialty contracts, latecomer agreements, development agreements, and the acquisition, vacation, or disposition of easements, rights-of-way, or other personal property and real property interests.
 - c. Services to be rendered in connection with taxation issues, local improvement districts, bond issues and other matters where a special counsel has been or normally is retained.



Such legal services, when requested to be performed by Law Firm, will not substitute for but may supplement the services rendered by bond counsel.

- d. Prosecutions of civil infractions for zoning, subdivision, public works, and/or building code violations.
- e. All services rendered in connection with labor arbitrations and negotiations.
- f. Any other services requested to be performed and not falling within the definition of general services.
- g. All transportation expenses and transit time incurred by Law Firm in furtherance of the above tasks.

7. **Responsibilities not included.** Law Firm's duties shall not include the following:

- a. Legal services normally provided by the City's insurance pool, bond counsel or any other matter when the City has insurance coverage or contractual provision that provides for legal services; provided, Law Firm may consult with such counsel on behalf of the City and advise the City with regards thereto; and
- b. Public defense services for indigent defendants; and
- c. Matters involving specialized areas of practice where the City's interest would be best served by retaining other counsel; and
- d. Representing the City in any legal matter where Law Firm is prohibited from doing so as a result of a conflict of interest or other reason pursuant to the Rules for Professional Conduct or other applicable law or regulation.

8. **Compensation of Law Firm.** Law Firm shall be compensated as follows:

- a. **Hourly Fee for General and Prosecutorial Responsibilities of Law Firm.** The City shall pay Law Firm TWO HUNDRED FIFTY AND 00/100ths DOLLARS (\$250.00) per hour for legal services provided to the City by an attorney as set forth in Sections 4 and 5 herein and shall pay ONE HUNDRED TWENTY FIVE AND 00/100ths DOLLARS (\$125.00) per hour for services provided by a legal assistant/paralegal. Law Firm shall send an itemized invoice for services provided to the City on a monthly basis. The City shall remit payment within twenty (20) days of receiving Law Firm's invoice/statement.
- b. **Special Projects/Non-Routine Work.** From time to time, the City may direct Law Firm to perform services that are not of a routine nature, or are not included within Law Firm's



General Responsibilities or Prosecutorial Responsibilities. For non-routine services, City shall pay Law Firm's prevailing hourly rate, which may vary from attorney to attorney depending on the particular project. Any staff time associated with such cases shall be billed at the normal rate in place at the time of work for staff. Additional work will be agreed on in advance by both the City and Law Firm. Both parties have discretion regarding any additional work. Further, some claims against the City will be handled by the City's insurance carrier and their assigned attorneys. Law Firm shall not be required to duplicate that representation.

- c. **Costs.** Costs that are of a routine nature that are incurred by Law Firm in the performance of legal services described in Sections 4 and 5 shall not be billed to the City. Provided, if Law Firm deems it necessary to incur any unusual costs in the performance of Sections 4 and 5, and the City consents, Law Firm shall be reimbursed such costs from the City. The City shall reimburse Law Firm for all reasonable and necessary expenses which may be paid or incurred by Law Firm on behalf of the City in the performance of Special Projects/Non-routine work.
9. **Term.** The initial term of this Agreement shall commence upon mutual acceptance of this Agreement as set forth in Section herein above, and shall expire on December 31, 2024. Thereafter, this Agreement shall run from year to year (January 1 – December 31). It is the intent of the parties to continue this contractual relationship from year to year until terminated, and is not the intent of the parties to execute a new Agreement at the end of each term. Regardless, following the initial term, either party may terminate this Agreement upon ninety (90) days written notice for cause or for no cause.
10. **Conflicts of Interest Generally.** It is agreed and understood that Law Firm is a private practice and shall continue such private practice. Law Firm has represented and continues to represent many other clients. In the course of representing the City, it is possible that one or more of Law Firm's former, present or future clients will have disputes with the City, the City's constituents or the City's staff. In such an event, we desire to be fair to the City, and to our other clients. Therefore, the City agrees and understands each matter shall be evaluated independently pursuant to the Rules of Professional Conduct, and Law Firm may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that does not substantially interfere with work Law Firm performs for the City, does not or would not constitute a violation of the Rules of Professional Conduct, and the City will not seek to disqualify us from representation in such matters. Further, as an accommodation to some of our current and former clients, Law Firm acts in a fiduciary or non-legal capacity. For example, Law Firm may serve as Personal Representative, Trustee, Deed of Trust Trustee, Attorney-in-Fact, or Registered Agent. Service in such capacities shall not be a conflict.



11. **Disclosure of Known Conflicts.** Prior to being appointed as City Attorney for the City, Law Firm fully disclosed to the Mayor, to the best knowledge of Law Firm, all actual or potential conflicts of interest between Law Firm and the City, as well as between Law Firm's current or former clients and the City. The parties hereto agree and understand that Law Firm shall continue to represent other cities, and will continue to represent other local governments and private sector clients.
12. **Cooperation.** Law Firm will provide candid advice on matters to enable the City to be informed and enable the City to make knowledgeable decisions. To do so, it is essential that the City cooperates with Law Firm, by providing Law Firm with timely, complete and accurate responses to Law Firm's requests for information. In addition, City employees will be available to Law Firm as needed to provide information, answer questions, and discuss issues. The City agrees to use its best efforts to keep Law Firm apprised of legal issues or legal questions that may be discussed at City Council meetings so that Law Firm may be prepared for meetings.
13. **Independent Contractor.** Law Firm, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Law Firm certifies and agrees to the terms and conditions required of an independent contractor under the laws of the State of Washington.
14. **Bar Association Membership.** Law Firm is responsible for maintaining Law Firm's professional standing as a member of the Washington State Bar Association.
15. **Continuing Training and Education.** It is important for Law Firm to receive continuing training and education relative to serving as City Attorney. Therefore, the City shall pay for an annual membership to the Washington State Association of Municipal Attorneys (WSAMA), and shall also pay tuition and lodging for one attorney to attend both yearly WSAMA conferences. Fees and expenses associated with WSAMA shall be billed proportionally with Law Firm's other municipal clients.
16. **Use of Documents.** The City agrees that if any data, materials, reports, memoranda, or other documents prepared by Law Firm are used for purposes other than those intended in this Agreement, the City does so at the City's sole risk.
17. **Hold Harmless.** The City shall indemnify, defend, and hold Law Firm, Law Firm's officers, agents, and employees, harmless from and against any and all claims, demands, damages, judgments, losses, liability, and expenses, including but not limited to those for personal injury, death, or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement. Likewise, Law Firm shall indemnify, defend, and hold City, City's elected officials, officers, agents, and employees, harmless from and against any and all claims, demands, damages, judgments, losses, liability, and expenses, including but not limited to



those for personal injury, death, or property damage suffered or incurred by any person, by reason of or in the course of Law Firm's illegal or grossly negligent conduct in performing legal service for City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Law Firm and the City, the Law Firm's liability hereunder shall only be to the extent of the Law Firm's gross negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Law Firm's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this agreement.

18. **Insurance.** During the term of this Agreement and any extension thereof, the City shall provide insurance coverage for the negligent acts or omissions of the City which shall include claims by third parties made against Law Firm while acting in its capacity as City Attorney.
19. **Prohibition of Discrimination.** The parties to this Agreement agree not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification.
20. **Entire Agreement.** There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between the parties other than as herein set forth. This Agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City, and the rates to be charged therefor.
21. **Corporate Authority.** The City and Law Firm each warrant that all necessary corporate actions have been duly taken to permit each to enter into this Agreement and that each undersigned has been duly authorized and instructed to execute this Agreement.
22. **Severability.** If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.
23. **Modification.** This Agreement may be amended from time to time by written agreement of the parties hereto. Law Firm may request modifications to the provisions pertaining to



compensation herein, but shall make such requests at a time and in a manner to allow the City to consider such requests as part of the following year's budget.

- 24. **Assignment.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- 25. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Lewis County, Washington.
- 26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- 27. **Section Headings.** The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS THEREOF the parties have caused this Agreement to be executed as of the date and year first above written.

CITY OF NAPAVINE

LAW FIRM

→ _____
SHAWN O'NEILL
Mayor
City of Napavine

→ _____
JAMES M.B. BUZZARD
Buzzard O'Rourke, P.S.

Attest:

By: _____
Rachelle Denham, City Clerk



CIVIL SERVICE COMMISSION SECRETARY/EXAMINER SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into between the City of Napavine (“City”), a Washington municipal corporation, and Kim Alexander, an individual (“Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as the “Party.”

WHEREAS, the Parties entered into a Civil Service Commission Secretary/Examiner Services Agreement that was signed by Mayor Shawn O’Neill on June 13, 2023 (“Original Agreement”).

NOW, THEREFORE, the Parties agree as follows:

1. Civil Service Commission Secretary/Examiner. The City’s Civil Service Commission (“Commission”) has appointed Contractor to serve as its Secretary and Chief Examiner; and Contractor agrees to serve as the Commission’s Secretary and Chief Examiner.

2. Term of Agreement. The term of this Agreement shall be from the effective date, and remain effective, unless terminated by either Party with proper notification.

3. Independent Contractor. Contractor is and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the City. The Parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. Contractor, and not the City, shall have the right to control the manner and means by which Contractor’s work is accomplished. The City shall retain the right, however, to ensure that the work is being performed according to agreed upon standards. Consistent with this independent contractor relationship, Contractor shall not be covered by any City benefit programs, such as health and welfare benefit plans, sick leave, vacation pay, social security, worker’s compensation, unemployment compensation, or any other benefit of employment, and shall not be treated as an employee for federal or state tax purposes or for any other purpose. Contractor shall be responsible for paying all taxes related to payments the City makes to Contractor, including federal income taxes, self employment (social security and Medicaid) taxes, local and state business and occupation taxes, and the City shall not withhold for or pay any of the above-mentioned taxes. Contractor agrees to indemnify and hold the City harmless from any such tax obligation, and this indemnification and hold harmless obligation shall survive termination or expiration of this Agreement.

4. Duties. Consistent with RCW 41.12.040, Contractor shall keep the records for the Civil Service Commission, preserve all reports made to it, superintend and keep a record of all examinations held under its direction, and perform such other duties as the Commission may prescribe. Contractor shall perform the duties of the “Secretary-Examiner” as stated in the City of Napavine Civil Service Commission General Rules and Regulations, which may be amended from

time to time in the sole discretion of the City. Contractor agrees to perform, according to the best of her ability and skill, the duties of Secretary and Chief Examiner.

In the performance of the duties herein, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, marital status, sex, gender (including gender identity or expression), sexual orientation, age, handicap (except for a bona fide occupational qualification), or political affiliation.

5. No Assignment. Contractor agrees to perform all of the services required under this Agreement and to not assign the performance of any of those services to any other person.

6. Compensation. Contractor shall be paid a stipend in the sum of \$125.00 per month. This stipend shall be paid on the fifth (5th) day of the month after which services have been provided. Additional compensation of \$25.00 per hour may be assessed for duties performed outside of normal duties listed in the Civil Service Rules and Regulations.

7. Termination. Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party for any reason with or without cause. Contractor shall be compensated as set forth in Paragraph 6 to the effective date of termination, but not beyond said date.

8. Ownership of and Access to Records. Any records created by Contractor in the performance of her duties as the Commission's Secretary and Chief Examiner shall become property of the City. The City and authorized representatives of the state and federal government shall have access to any books, documents, papers, and records of Contractor that are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

9. Reports and Information. Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement.

10. Non-Disclosure of Confidential Information.

A. *Disclosure of Confidential Information.* From time to time, the City may disclose Confidential Information to Contractor. Contractor will: (a) limit disclosure of any Confidential Information to their directors, officers, employees, agents, or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated duties of the Secretary or Chief Examiner of the Commission, and only for that purpose; (b) advise their Representatives of the private nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by their Representatives that are inconsistent with their obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding their own confidential information; and (d) not disclose any Confidential Information received by them to any third parties (except as otherwise provided for herein).

B. *Use of Confidential Information.* Contractor agrees to use the Confidential Information solely in connection with the performance of the duties stated herein and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the City. No other right or license, whether expressed or implied, in the Confidential Information is granted to Contractor hereunder. Ownership of the Confidential Information will remain solely in the City. All use of Confidential Information by Contractor shall be for the benefit of the City or the Commission.

C. *Compelled Disclosure of Confidential Information.* Notwithstanding anything in the foregoing to the contrary, Contractor may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Contractor promptly notifies, to the extent practicable, the City in writing of such demand for disclosure so that the City, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that Contractor will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. Contractor agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the City with respect to any such request for a protective order or other relief.

D. *Survival of Duty.* Contractor's duty to hold in confidence the Confidential Information that was disclosed during the term of this Agreement shall remain in effect for ten (10) years from the expiration or termination of this Agreement.

E. *Return of Confidential Information.* Contractor shall immediately return to the City or destroy, upon the City's request, all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval.

F. *Definition of Confidential Information.* For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the City and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Contractor or their Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (a) any employee records of the City; (b) any application records of an applicant or candidate submitted to the City or the Commission; (c) any examination, assessment or testing records of the City or the Commission; (d) any disciplinary or investigative records of the City or the Commission; (e) any eligibility lists of the City or the Commission; (f) any other information that should reasonably be recognized as confidential information of the City; (g) any information disclosed to Contractor by the City's legal counsel; and (h) any information generated by Contractor or by their Representatives that contain, reflect, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

11. Written Notice. All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given three (3) business days after the same is deposited in the United States mail, postage prepaid, addressed as provided in this Section.

To City:

City of Napavine
Attn: Mayor
407 Birch Ave. SW
PO Box 810
Napavine, WA 98565

To Contractor:

Kimberly Alexander
127 Loganwood Dr.
Chehalis, WA 98532

With a copy to:

Napavine Police Department
Attn: Chief of Police
407 Birch Ave. SW
PO Box 179
Napavine, WA 98565

12. Effective Date. The Agreement shall be the “date of mutual execution” hereof, and shall be construed as the “effective date” of the Agreement.

13. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

14. Severability. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.


15. Attorney’s Fees. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall bear their own attorneys fees and costs incurred with respect thereto.

16. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

17. Governing Law and Venue. This Agreement shall be interpreted and construed as if equally drafted by all Parties hereto. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Lewis County Superior Court.

18. Entire Agreement. The recitals are incorporated into this Agreement by this reference. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreement, either written or

oral, including but not limited to the Original Agreement. This Agreement may be amended only by written instrument signed by both Parties.

19. Authority. The Mayor has the authority to sign this Agreement after city council approval. 

20. Headings. The use of headings in this Agreement is only for ease of reference and shall not affect the meaning of the terms as set out in the text.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the following dates:

“CITY”

“CONTRACTOR”

CITY OF NAPA VINE

INDEPENDENT CONTRACTOR

By: _____
SHAWN O’NEILL, Mayor

By: _____
KIMBERLY ALEXANDER

Dated: _____

Dated: _____

ATTEST:

By: _____
Rachelle Denham, City Clerk



PUBLIC WORKS & COMMUNITY DEVELOPMENT

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

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

www.napavine.wa.gov

To: Mayor and City Council

From: Bryan Morris, PW/CD Director

RE: Staff Report for Council Meeting, Nov. 28, 2023

- **Planning Commission Meeting Minutes**
 - Meeting canceled.

- **Project Updates**
 - ARCO- Full Occupancy – Job Complete

 - Scots Industries- Waiting for engineer submittal.

 - TA- Started Construction and will have/had groundbreaking party on 11/21/2023 at 10am.

 - AT&T Cell Tower- Will follow up in December, AT&T is currently reviewing budgets and project scopes.

 - Rognlins- Plans are stamped and issued. Currently there are no action items for the city, developer will need to schedule a pre-construction meeting.

- **Mayme Shaddock Park**
 - Active Construction. Currently framing the structure.

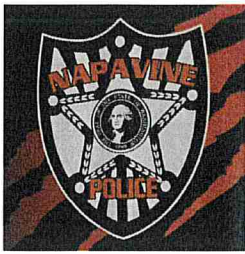
- **Critical Areas ordinance:** Complete - Ordinance 651

- **Shoreline:** Complete - Ordinance 651

- **Rush Road STIP:** Going to advertisement to hire an engineer.

- **Jefferson Station:** Currently in the design stage.

- **Operations are normal.**



NAPAVINE POLICE DEPARTMENT

COUNCIL 11/28/2023 - STAFF REPORT

- Monthly stats for October are included in your Council packets.
- We attended Career Day at the High School at the beginning of this month and enjoyed interacting with the students. It was a good turnout with a lot of kids asking questions and showing interest in our profession.
- Safety City has been scheduled for the end of January 2024 which the Napavine school will be attending with grades K-1. We are having our agency board made for the event with the help of the Napavine High School students.

Sincerely yours,

John Brockmueller
Chief of Police

jbrockmueller@cityofnapavine.com
jgodbey@cityofnapavine.com

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

**Napavine Police Department
Monthly Call Activity Report**

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

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

112

OCTOBER MONTHLY TOTAL

1043

**YEAR TO DATE TOTAL 2023
(As of the end of Oct)**