



CITY COUNCIL MEETING AGENDA
Tuesday – February 13, 2024 – 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 – AS PRESENTED**

- VI. APPROVAL OF MEETING MINUTES**
 - 1) Regular Council Meeting – January 23, 2024**

- VII. STAFF & COUNCIL REPORT**

- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS**

- IX. NEW BUSINESS**
 - 1) Vouchers – M. Whitten**
 - 2) Jackson Civil Change Order: Jefferson Pump Station – K. Williams**
 - 3) Job Description Update-Utility Worker – K. Williams**
 - 4) Jackson Civil Napavine Comp Plan Update & Climate Element Proposal – T. Lopez**
 - 5) 2023-2025 Climate Planning Grant – T. Lopez**
 - 6) ILA – Winlock Court Administration Services – L. DeWitt/A. Unzelman**
 - 7) Teamsters MOU Court Administration Services Stipend – L. DeWitt/A. Unzelman**
 - 8) GMA Periodic Update Grant – T. Lopez**

- 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
 January 23, 2024, 6:00 P.M.
 Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

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

INVOCATION:

The invocation was led by Ivan Wiediger.

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, Duane Crouse Mayor Pro Tem, and Jim Buzzard Legal Counsel.

City staff members present: City Clerk - Rachelle Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller.

MOVED:	Ivan Wiediger	Motion: Excuse Director Brian Morris.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 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:	5-0 Motion Carried: 5 aye and 0 nay.	

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of Meeting Minutes - Regular Council Meeting January 09, 2024.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Report in writing and operation are normal.

Legal Counsel – Jim Buzzard

- No Report

Rachelle Denham – Clerk

- Report in writing. Will be emailing some dates out to schedule the annual Public Officials Liability Training and will include Planning Commission.

Michelle Whitten – Treasurer

- The three-year state audit is wrapping up, hoping by 1/31.

Bryan Morris - PW/CD Director

- Report in writing.

LCFD 5

- Sandra mentioned that the new Fire Chief, Brent Adams started Monday and was unable to make this meeting to do prior commitments and hopes to make the next meeting.

Duane Crouse – Mayor Pro Tem

- No report except the meeting with Marie Gluesenkamp Perez today but will let the mayor report on the meeting.

Heather Stewart – Councilor #4

- No report.

Don Webster – Councilor #3

- No report.

Ivan Wiediger – Councilor #2

- No report.

Brian Watson – Councilor #1

- Attended the Marie Gluesenkamp Perez was personable, listened and feels like we were heard. Not much she can probably do at Federal level but heard the conversation.

Shawn O’Neill – Mayor

- Sarah from the office of Marie Gluesenkamp Perez visited a few months ago and we discussed traffic (Exit 72) and flood issues. Director Morris and Pastor Scott went to Kent for a meeting trying to work on the floodway on Bond Rd. The Ecological and Development issues along with charging units, red tape. Overall was a good meeting and expect to hear back and Director Morris will give updates.

CITIZEN COMMENTS – NON-AGENDA ITEMS:

- None

NEW BUSINESS

VOUCHERS- M. WHITTEN

Reference	Date	Amount	Notes
	Total	\$101,836.14	
WE, THE FOLLOWING SIGNEEs, APPROVE THE VOUCHERS FOR PAYMENT:			
Accounts Payable	76	38	46,519.37 38751-38788
Payroll Vendors	1	1	203.00 38789
Electronic Payments	7	7	1,126.08 EFT*20240101-08
Electronic Payroll	2	2	15,799.84 EFT*20240109-10
1/20/2023 ACH Direct Deposit	17	17	37,966.85 Direct Deposit 01/19/2024
Total Vouchers	103	65	101,635.14
VOID Check 38720 & reissued			

MOVED:	Don Webster	Motion: Approval of the Vouchers dated January 23, 2024.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

LEWIS COUNTY 911 ILA 2024 – J. BROCKMUEELER

MOVED:	Ivan Wiediger	Motion: Approve and sign the Lewis County ILA 2024.
SECONDED:	Don Webster	
<i>Discussion: Councilor Ivan Wiediger asks if it was common for a six-month agreement. Chief Brockmueller replied no, it will be reevaluated after that to look at numbers and this is a result of the failure of the two-tenths vote. Councilor Ivan Wiediger asked if this would go back on the ballot and Chief Brockmueller responded that the CUC wants to put it back out to the voters with more information. Councilor Duane Crouse asked what the changes are now compared to what we've been working with. Chief Brockmueller responded that it's a \$50k increase due to a new formula. Legal Counsel responded that this is a 75% Police / 25% Fire split based on usage, how many officers, population of city and it will be based on next year budget based on the 2016-2018 formula.</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 6:15 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](https://fcdl.in/v4h2yMqAN1) or at the link <https://fcdl.in/v4h2yMqAN1> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor



Voucher Report

2024 - February - February 2024 First Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38790	International Brotherhood Teamsters	\$1,109.50	
Union Dues - 15016	1/17/2024	\$35.75	
Union Dues - 15017	1/17/2024	\$53.75	
Union Dues - 15018	1/17/2024	\$43.25	
Union Dues - 15019	1/17/2024	\$37.75	
Union Dues - 15020	1/17/2024	\$37.25	
Union Dues - 15021	1/17/2024	\$36.25	
Union Dues - 15025	1/17/2024	\$27.75	
Union Dues - 15026	1/17/2024	\$31.25	
Union Dues - 15027	1/17/2024	\$35.75	
Union Dues - 15029	1/17/2024	\$31.75	
Union Dues - 15030	1/17/2024	\$35.75	
Union Dues - 15031	1/17/2024	\$43.25	
Union Dues - 15032	1/17/2024	\$28.25	
Union Dues - 15033	1/17/2024	\$34.75	
Union Dues - 15034	1/17/2024	\$42.25	
Union Dues - 15035	2/1/2024	\$35.75	
Union Dues - 15036	2/1/2024	\$53.75	
Union Dues - 15037	2/1/2024	\$43.25	
Union Dues - 15038	2/1/2024	\$37.75	
Union Dues - 15040	2/1/2024	\$37.25	
Union Dues - 15041	2/1/2024	\$36.25	
Union Dues - 15045	2/1/2024	\$27.75	
Union Dues - 15046	2/1/2024	\$31.25	
Union Dues - 15047	2/1/2024	\$35.75	
Union Dues - 15048	2/1/2024	\$34.75	
Union Dues - 15049	2/1/2024	\$31.75	
Union Dues - 15050	2/1/2024	\$35.75	
Union Dues - 15051	2/1/2024	\$43.25	
Union Dues - 15052	2/1/2024	\$28.25	

Reference	Date	Amount	Notes
Union Dues - 15053	2/1/2024	\$42.25	
Reference Number: 38791	Office of Support Enforcement	\$203.00	
Child Support - 15046	2/1/2024	\$203.00	
Reference Number: 38792	Airgas USA LLC	\$232.57	
Invoice - 2/5/2024 4:26:00 PM	2/5/2024	\$232.57	oxygen regulator/flush miller
Reference Number: 38793	Association of Washington Cities	\$1,206.00	
121346	1/1/2024	\$1,206.00	2024 Membeship
Reference Number: 38794	Badger Meter	\$283.98	
80150251	1/31/2024	\$283.98	2024 January Sevices
Reference Number: 38795	Buzzard O'Rourke	\$5,015.00	
14200	1/16/2024	\$100.00	2024- 3A0545122
14203	1/16/2024	\$1,545.00	2024 - 3A0549363
14205	1/16/2024	\$180.00	2024 - 3A0711653
14210	1/16/2024	\$20.00	2024 - 3A0549325
14211	1/16/2024	\$870.00	2024 - 3A0563758
14212	1/16/2024	\$25.00	2024- 3A0563761
14213	1/16/2024	\$1,810.00	2024- Jan prosecution
14332	2/5/2024	\$440.00	2023 - Dec General
14376	1/16/2024	\$25.00	2024 - Lewis 4A0049939
Reference Number: 38796	Capital Business Machines	\$1,005.37	
INV 184653	12/7/2023	\$207.98	2023 11/1-11/30
INV184654	12/7/2023	\$93.03	2023 11/1-11/30 PD
INV187694	1/8/2024	\$283.54	12/1/23-12/31/23 Copies
INV187695	1/8/2024	\$103.72	2023 12/1-12/31
INV192454	2/7/2024	\$209.46	1/1/24-1/31/24 CH Copies
INV192455	2/7/2024	\$107.64	1/1/24-1/31/24 PD Court Copies

Reference	Date	Amount	Notes
Reference Number: 38797	City of Napavine	\$11,511.02	
2023 Dec Utility Tax	2/6/2024	\$11,018.89	2023-Dec Water/Sewer Service Utility Tax
2023 Dec-2024 Jan City Hall	2/1/2024	\$288.90	2024- City Water/Sewer Jan
2023 Dec-2024 Jan W/S Mayme	2/1/2024	\$203.23	2024- City Water/Sewer Jan
Reference Number: 38798	CT Publishing LLC dba The Chronicl	\$64.16	
314218	1/10/2024	\$64.16	Rush Rd Grant RFQ (STP)
Reference Number: 38799	Daily Journal of Commerce	\$907.80	
3395965	1/24/2024	\$907.80	RFQ Rush Rd (STP)
Reference Number: 38800	DescoAV	\$53.90	
15835	2/1/2024	\$53.90	Equip for interpreter
Reference Number: 38801	General Pacific Inc	\$14,622.61	
1483404	1/22/2024	\$10,945.38	36 5/8" Meters/37 endpoints
1484640	2/2/2024	\$3,677.23	12 Badger Meters
Reference Number: 38802	Home Depot Credit Services	\$1.61	
P919400D Finance	1/29/2024	\$1.61	
Reference Number: 38803	Joseph O. Enbody	\$2,300.00	
291926	2/1/2024	\$2,300.00	January defense 11 Units
Reference Number: 38804	Joshua Chisnell	\$825.00	
2024-0003	2/8/2024	\$825.00	First Aid/CPR/AED 11 employees
Reference Number: 38805	Kim Alexander	\$420.94	
2024 Jan Civil Service Meeting	2/5/2024	\$200.00	2024 Jan Civil Service Meeting
2024 Notary and Supplies	1/9/2024	\$220.94	2024 Notary and Supplies

Reference	Date	Amount	Notes
Reference Number: 38806	Lakeside Industries	\$17,170.61	
258325	1/20/2024	\$236.96	1.46 ton EZ Street Asphalt Pot Hole Repair
TIB Rush RD Retainage	2/6/2024	\$16,933.65	Retainage return for Rush Rd
Reference Number: 38807	LCSO-Corrections Bureau	\$2,050.37	
2024 Jan Prisoner Bed days	2/2/2024	\$2,050.37	2024 Jan - #21.75 of beds days
Reference Number: 38808	Lewis County Information Technolog	\$320.00	
24-NAPAPD	1/25/2024	\$320.00	Annual Fee/VPN Personnel Accounts
Reference Number: 38809	Lewis County Public Health Departm	\$172.00	
8568	2/1/2024	\$172.00	4 Water sample bottles
Reference Number: 38810	Lewis County PUD	\$6,380.63	
104755002*2024 Feb	1/25/2024	\$37.66	E Park ST 12/13/2023-01/18/2024
104755003*2024 Feb	1/25/2024	\$55.01	Triangle 12/13/2023-01/18/2024
104755004*2024 Feb	1/25/2024	\$73.65	WA & 2nd St It 12/13/2023-01/18/2024
104755005*2024 Feb	1/25/2024	\$54.21	Ball Park WA St 12/13/2023-01/18/2024
104755006*2024 Feb	1/25/2024	\$73.29	Linhart 12/13/2023-01/18/2024
104755007*2024 Feb	1/25/2024	\$105.10	2nd Ave Restrooms 12/13/2023-01/18/2024
104755008*2024 Feb	1/25/2024	\$117.57	PW Shop 12/13/2023-01/18/2024
104755009*2024 Feb	1/25/2024	\$103.57	Concessions12/13/2023-01/18/2024
104755010*2024 Feb	1/31/2024	\$35.25	Hamilton Pump 12/22/2023-01/24/2024
104755011*2024 Feb	1/25/2024	\$44.95	Stadium Way 12/13/2023-01/18/2024
104755012*2024 Feb	1/25/2024	\$57.67	WA & Birch 12/13/2023-01/18/2024
104755014*2024 Feb	1/25/2024	\$38.74	WA St Its 12/13/2023-01/18/2024
104755015*2024 Feb	1/25/2024	\$56.01	Camden St 12/13/2023-01/18/2024
104755016*2024 Feb	1/25/2024	\$52.11	Parkside Loop 12/13/2023-01/18/2024
104755017*2024 Feb	1/25/2024	\$230.38	3rd Ave Pump 12/13/2023-01/18/2024
104755018*2024 Feb	1/25/2024	\$1,014.55	Various 12/13/2023-01/18/2024
104755019*2024 Feb	1/25/2024	\$68.44	Chieri Ct Pump 12/13/2023-01/18/2024
104755020*2024 Feb	1/25/2024	\$662.73	Well #5 12/13/2023-01/18/2024

Reference	Date	Amount	Notes
104755021*2024 Feb	1/25/2024	\$416.40	Jefferson St Pump 12/13/2023-01/18/2024
104755022*2024 Feb	1/25/2024	\$378.95	Rush Rd Pump 12/13/2023-01/18/2024
104755023*2024 Feb	1/25/2024	\$183.89	Well #3 12/13/2023-01/18/2024
104755024*2024 Feb	1/25/2024	\$604.06	Well #2 12/13/2023-01/18/2024
104755025*2024 Feb	1/25/2024	\$427.75	W Washington Pump 12/13/2023-01/18/2024
104755026*2024 Feb	1/25/2024	\$63.68	Rathburn 12/13/2023-01/18/2024
104755026*2024 Feba	1/31/2024	\$49.44	Koontz Rd 12/22/2023-01/24/2024
115588002*2024 Feb	1/25/2024	\$52.90	4th & Stella 12/13/2023-01/18/2024
124227002*2024 Feb	1/31/2024	\$623.91	Well #6 12/22/2023-01/24/2024
124227003*2024 Feb	1/25/2024	\$481.95	City Hall 12/13/2023-01/18/2024
128323001*2024 Feb	1/25/2024	\$38.08	Ampitheater 12/13/2023-01/18/2024
128578001*2024 Feb	1/31/2024	\$47.61	Rush Rd 12/22/2023-01/24/2024
128578002*2024 Feb	1/31/2024	\$37.49	Hamilton Rd 12/22/2023-01/24/2024
128578003*2024 Feb	1/25/2024	\$41.53	Sommerville 12/13/2023-01/18/2024
128578004*2024 Feb	1/25/2024	\$52.10	7th Ave 12/13/2023-01/18/2024
Reference Number: 38811	Lexipol, LLC	\$3,174.28	
INVLEX1232715	2/1/2024	\$3,174.28	2024 Annual Policy Manual Subscription
Reference Number: 38812	Marlin's Mobile Autoglass, LLC	\$453.18	
2948	2/8/2024	\$453.18	Replace windshield 2023 Dodge Charger (r
Reference Number: 38813	Minuteman Press	\$89.73	
222	2/7/2024	\$89.73	2 part Condition of Release forms
Reference Number: 38814	Mountain Mist	\$36.02	
005830077	2/5/2024	\$18.01	5 gal water jugs City Hall
005830078	2/5/2024	\$18.01	5 gal water jugs PD/Court
Reference Number: 38815	NorPac Auto Maintenance & Repair	\$21.51	
Invoice - 2/6/2024 2:41:03 PM	2/6/2024	\$21.51	Filter Oil

Reference	Date	Amount	Notes
Reference Number: 38816	Pete Hinton	\$65.00	
2024 Jan Interpreter	2/5/2024	\$65.00	2024 Jan Interpreter
Reference Number: 38817	PLATT Electric	\$444.37	
4N39903	10/31/2023	\$363.81	Led Flexcolor
4P76401	11/21/2023	\$45.27	ACV Detector
4T25174	1/10/2024	\$35.29	Relay Switch
Reference Number: 38818	Quill Corporation	\$382.73	
36382506	12/29/2023	\$40.98	2- Ry24 baccaradark 22x17
36415843	12/22/2023	\$207.12	Envelopes
36906998	1/26/2024	\$134.63	
Reference Number: 38819	Rock Products Direct, Inc.	\$989.02	
014321	12/15/2023	\$113.51	45,160 drain rock
14301	12/1/2023	\$114.58	45,460 drain rock
14304	12/6/2023	\$114.68	45,700 drain rock
14308	12/8/2023	\$114.00	45,500 drain rock
14310	12/11/2023	\$112.45	45,120 drain rock
14313	12/12/2023	\$75.09	45,220 drain rock
14314	12/12/2023	\$112.83	45,140 drain rock
14315	12/12/2023	\$112.25	45,020 drain rock
14322	12/15/2023	\$119.63	46,420 drain rock
Reference Number: 38820	Sarah Berry c/o Duane Elwood	\$147.00	
2024 Feb LEOFF Ins	2/5/2024	\$147.00	2024 Feb LEOFF Ins
Reference Number: 38821	Service Saw Workwears	\$14.60	
313331	1/19/2024	\$14.60	blower tube
Reference Number: 38822	Sweeny's Ace Hardware	\$515.07	
918664	1/2/2024	\$40.98	Pickup Tool/Tape Measur

Reference	Date	Amount	Notes
918685	1/2/2024	\$17.25	Absorbent Oil
918790	1/4/2024	\$96.97	Clorox/dawn/antifreez
918831	1/4/2024	\$7.32	KW1 250 pk
919137	1/8/2024	\$59.33	LED flashlite
919151	1/8/2024	\$8.62	Clorox
919176	1/8/2024	\$9.27	Start Fluid Thrust
919245	1/9/2024	\$9.70	6 pc screwdriver set
919381	1/11/2024	\$15.10	Multi crmp cut strp
919406	1/11/2024	\$9.70	WD40 Smart Straw
919449	1/12/2024	\$6.02	Tarp Strap
919455	1/12/2024	\$24.81	Torch kit
919509	1/12/2024	\$8.62	Clorox wipes
919517	1/12/2024	\$9.68	Tarp Strap
919899	1/16/2024	\$9.27	9 v Battery
919904	1/16/2024	\$6.33	32w It bult
920032	1/17/2024	\$1.93	link chain 25"
920085	1/18/2024	\$10.78	Power Steering Fluid
920122	1/18/2024	\$2.16	Teflon Tape
920442	1/22/2024	\$10.73	2 bags concrete mix
920455	1/22/2024	\$15.10	Speed Hub Flap Disc
920481	1/23/2024	\$10.35	brake fluid
920538	1/24/2024	\$13.34	Bushing/squ plugs
920607	1/24/2024	\$1.13	Fasteners
920637	1/25/2024	\$15.10	LED 32W
920668	1/25/2024	\$14.02	9v Battery
920934	1/29/2024	\$26.95	Rope 8x50
920996	1/29/2024	\$2.84	fasteners
921053	1/30/2024	\$6.37	Rope 8x400
921086	1/31/2024	\$10.78	Power steering fluid
921089	1/31/2024	\$34.52	Respirator Well #6
Reference Number: 38823	Tacoma Screw	\$352.01	

Reference	Date	Amount	Notes
190136014-00	1/24/2024	\$75.08	Heavy duty tarp 20x 30
190136033-00	1/24/2024	\$206.52	12 boxes gloves
190136097-00	2/2/2024	\$70.41	12 Furnace Filters
Reference Number: 38824	Toledotel	\$350.62	
10042746	2/8/2024	\$350.62	2024 Feb 1-Feb 29
Reference Number: 38825	Tyler Rental	\$118.96	
E540614	1/31/2024	\$118.96	scissor lift
Reference Number: 38826	US Cellular	\$1,155.60	
0629004302	1/12/2024	\$277.48	2024 PW Cell 12/20-1/19
0629006677	1/12/2024	\$830.48	12/12-1/11 PD Cell/MDT/PW Mifi
0630802687	1/20/2024	\$47.64	2024- US Cell Phone 12/20-1/19
Reference Number: 38827	Utilities Underground Location Centri	\$15.87	
4010196	1/31/2024	\$15.87	2024 Jan locates 12
Reference Number: 38828	Vander Stoep, Blinks, Jones & Unzel	\$1,100.00	
2024 Feb Judge Services	2/1/2024	\$1,100.00	2024-Feb Judge
Reference Number: 38829	Vision Municipal Solution	\$6,971.59	
09-13788	12/1/2023	\$5,705.90	2024 Annual IT Support
09-13899	12/7/2023	\$1,068.21	Annaul Subscription Office 365 1/9/24-1/20
09-14017	1/12/2024	\$197.48	Replace Server HD
Reference Number: 38830	WA Dept of Transportation	\$2,989.75	
*FB91458007241	1/31/2024	\$2,989.75	2024*Jan Fuel
Reference Number: 38831	Washington State Patrol	\$53.00	
I2403917	2/1/2024	\$53.00	CPL Background Checks 4 Jan 2024

Reference	Date	Amount	Notes
Reference Number: 38832	Winlock Auto Supply	\$293.18	
4847-374771	1/20/2024	\$38.79	2019 Ford f-150 xtraclear
4847-375257	1/30/2024	\$254.39	starter Dump Truck
Reference Number: EFT*20240201	Dept of Labor & Industry	\$10,631.80	
Emp L&I - 14766	7/18/2023	\$9.15	
Emp L&I - 14819	9/1/2023	\$209.34	
Emp L&I - 14844	9/19/2023	\$91.79	
Emp L&I - 14872	10/16/2023	\$204.74	
Emp L&I - 14873	10/16/2023	\$86.82	
Emp L&I - 14874	10/16/2023	\$13.55	
Emp L&I - 14878	10/16/2023	\$8.64	
Emp L&I - 14880	10/16/2023	\$13.38	
Emp L&I - 14881	10/16/2023	\$239.24	
Emp L&I - 14882	10/16/2023	\$40.31	
Emp L&I - 14884	10/16/2023	\$119.62	
Emp L&I - 14885	10/16/2023	\$94.27	
Emp L&I - 14886	10/16/2023	\$196.68	
Emp L&I - 14887	10/16/2023	\$10.50	
Emp L&I - 14888	10/16/2023	\$12.75	
Emp L&I - 14889	10/16/2023	\$13.89	
Emp L&I - 14892	11/2/2023	\$250.74	
Emp L&I - 14893	11/1/2023	\$19.85	
Emp L&I - 14894	11/1/2023	\$16.26	
Emp L&I - 14895	11/1/2023	\$161.03	
Emp L&I - 14896	11/1/2023	\$15.25	
Emp L&I - 14897	11/1/2023	\$14.65	
Emp L&I - 14898	11/1/2023	\$18.63	
Emp L&I - 14899	11/1/2023	\$98.61	
Emp L&I - 14901	11/1/2023	\$189.78	
Emp L&I - 14902	11/1/2023	\$111.63	
Emp L&I - 14903	11/1/2023	\$119.07	

Reference	Date	Amount	Notes
Emp L&I - 14904	11/1/2023	\$185.18	
Emp L&I - 14905	11/1/2023	\$109.15	
Emp L&I - 14906	11/1/2023	\$211.64	
Emp L&I - 14907	11/1/2023	\$17.15	
Emp L&I - 14908	11/1/2023	\$14.40	
Emp L&I - 14909	11/1/2023	\$14.91	
Emp L&I - 14910	11/16/2023	\$216.24	
Emp L&I - 14911	11/16/2023	\$69.46	
Emp L&I - 14912	11/16/2023	\$13.55	
Emp L&I - 14913	11/16/2023	\$186.91	
Emp L&I - 14914	11/16/2023	\$9.49	
Emp L&I - 14915	11/16/2023	\$13.55	
Emp L&I - 14916	11/16/2023	\$8.64	
Emp L&I - 14917	11/16/2023	\$88.06	
Emp L&I - 14918	11/16/2023	\$13.04	
Emp L&I - 14919	11/16/2023	\$133.42	
Emp L&I - 14920	11/16/2023	\$98.61	
Emp L&I - 14921	11/16/2023	\$91.17	
Emp L&I - 14922	11/16/2023	\$158.73	
Emp L&I - 14923	11/16/2023	\$62.02	
Emp L&I - 14925	11/16/2023	\$9.15	
Emp L&I - 14926	11/16/2023	\$12.92	
Emp L&I - 14927	11/16/2023	\$221.99	
Emp L&I - 14944	12/4/2023	\$220.84	
Emp L&I - 14945	12/4/2023	\$89.31	
Emp L&I - 14946	12/4/2023	\$12.20	
Emp L&I - 14947	12/4/2023	\$190.93	
Emp L&I - 14948	12/4/2023	\$11.86	
Emp L&I - 14949	12/4/2023	\$10.59	
Emp L&I - 14950	12/4/2023	\$7.96	
Emp L&I - 14951	12/4/2023	\$54.58	
Emp L&I - 14952	12/4/2023	\$10.84	

Reference	Date	Amount	Notes
Emp L&I - 14953	12/4/2023	\$220.84	
Emp L&I - 14954	12/4/2023	\$86.20	
Emp L&I - 14955	12/4/2023	\$59.54	
Emp L&I - 14957	12/4/2023	\$79.38	
Emp L&I - 14959	12/4/2023	\$13.00	
Emp L&I - 14960	12/4/2023	\$6.90	
Emp L&I - 14961	12/4/2023	\$189.78	
Emp L&I - 14962	12/4/2023	\$165.63	
Emp L&I - 14963	12/19/2023	\$186.33	
Emp L&I - 14964	12/19/2023	\$97.37	
Emp L&I - 14965	12/19/2023	\$14.91	
Emp L&I - 14966	12/19/2023	\$230.04	
Emp L&I - 14967	12/19/2023	\$16.09	
Emp L&I - 14968	12/19/2023	\$13.55	
Emp L&I - 14970	12/19/2023	\$100.47	
Emp L&I - 14971	12/19/2023	\$14.91	
Emp L&I - 14972	12/19/2023	\$234.64	
Emp L&I - 14973	12/19/2023	\$98.61	
Emp L&I - 14974	12/19/2023	\$109.15	
Emp L&I - 14975	12/19/2023	\$131.12	
Emp L&I - 14976	12/19/2023	\$104.19	
Emp L&I - 14978	12/19/2023	\$11.01	
Emp L&I - 14979	12/19/2023	\$13.89	
Emp L&I - 14980	12/19/2023	\$181.73	
Emp L&I - 14981	1/3/2024	\$211.64	
Emp L&I - 14982	1/3/2024	\$79.38	
Emp L&I - 14983	1/3/2024	\$11.77	
Emp L&I - 14984	1/3/2024	\$211.64	
Emp L&I - 14985	1/3/2024	\$7.45	
Emp L&I - 14986	1/3/2024	\$11.18	
Emp L&I - 14987	1/3/2024	\$8.85	
Emp L&I - 14988	1/3/2024	\$61.40	

Reference	Date	Amount	Notes
Emp L&I - 14989	1/3/2024	\$11.86	
Emp L&I - 14990	1/3/2024	\$105.82	
Emp L&I - 14991	1/3/2024	\$69.46	
Emp L&I - 14992	1/3/2024	\$86.82	
Emp L&I - 14993	1/3/2024	\$232.34	
Emp L&I - 14995	1/3/2024	\$186.33	
Emp L&I - 14996	1/3/2024	\$11.52	
Emp L&I - 14997	1/3/2024	\$7.33	
Emp L&I - 14998	1/3/2024	\$85.58	
L&I - 14849	9/19/2023	\$8.26	
L&I - 14872	10/16/2023	\$35.59	
L&I - 14873	10/16/2023	\$21.07	
L&I - 14877	10/16/2023	\$5.57	
L&I - 14878	10/16/2023	\$5.26	
L&I - 14879	10/16/2023	\$22.27	
L&I - 14880	10/16/2023	\$8.15	
L&I - 14881	10/16/2023	\$41.59	
L&I - 14882	10/16/2023	\$9.78	
L&I - 14884	10/16/2023	\$20.79	
L&I - 14885	10/16/2023	\$22.87	
L&I - 14886	10/16/2023	\$34.19	
L&I - 14887	10/16/2023	\$6.40	
L&I - 14888	10/16/2023	\$7.77	
L&I - 14889	10/16/2023	\$8.46	
L&I - 14890	10/16/2023	\$36.39	
L&I - 14892	11/2/2023	\$43.59	
L&I - 14893	11/1/2023	\$4.82	
L&I - 14894	11/1/2023	\$9.91	
L&I - 14895	11/1/2023	\$27.99	
L&I - 14896	11/1/2023	\$9.29	
L&I - 14897	11/1/2023	\$8.93	
L&I - 14898	11/1/2023	\$11.35	

Reference	Date	Amount	Notes
L&I - 14899	11/1/2023	\$23.93	
L&I - 14901	11/1/2023	\$32.99	
L&I - 14902	11/1/2023	\$27.09	
L&I - 14903	11/1/2023	\$28.89	
L&I - 14904	11/1/2023	\$32.19	
L&I - 14905	11/1/2023	\$26.48	
L&I - 14906	11/1/2023	\$36.79	
L&I - 14907	11/1/2023	\$10.45	
L&I - 14908	11/1/2023	\$8.77	
L&I - 14909	11/1/2023	\$9.08	
L&I - 14910	11/16/2023	\$37.59	
L&I - 14911	11/16/2023	\$16.85	
L&I - 14912	11/16/2023	\$8.26	
L&I - 14913	11/16/2023	\$32.49	
L&I - 14914	11/16/2023	\$5.78	
L&I - 14915	11/16/2023	\$8.26	
L&I - 14916	11/16/2023	\$5.26	
L&I - 14917	11/16/2023	\$21.37	
L&I - 14918	11/16/2023	\$7.95	
L&I - 14919	11/16/2023	\$23.19	
L&I - 14920	11/16/2023	\$23.93	
L&I - 14921	11/16/2023	\$22.12	
L&I - 14922	11/16/2023	\$27.59	
L&I - 14923	11/16/2023	\$15.05	
L&I - 14925	11/16/2023	\$5.57	
L&I - 14926	11/16/2023	\$7.87	
L&I - 14927	11/16/2023	\$38.59	
L&I - 14944	12/4/2023	\$38.39	
L&I - 14945	12/4/2023	\$21.67	
L&I - 14946	12/4/2023	\$7.43	
L&I - 14947	12/4/2023	\$33.19	
L&I - 14948	12/4/2023	\$7.22	

Reference	Date	Amount	Notes
L&I - 14949	12/4/2023	\$6.45	
L&I - 14950	12/4/2023	\$4.85	
L&I - 14951	12/4/2023	\$13.24	
L&I - 14952	12/4/2023	\$6.60	
L&I - 14953	12/4/2023	\$38.39	
L&I - 14954	12/4/2023	\$20.92	
L&I - 14955	12/4/2023	\$14.45	
L&I - 14957	12/4/2023	\$19.26	
L&I - 14959	12/4/2023	\$7.92	
L&I - 14960	12/4/2023	\$4.21	
L&I - 14961	12/4/2023	\$32.99	
L&I - 14962	12/4/2023	\$28.79	
L&I - 14963	12/19/2023	\$32.39	
L&I - 14964	12/19/2023	\$23.62	
L&I - 14965	12/19/2023	\$9.08	
L&I - 14966	12/19/2023	\$39.99	
L&I - 14967	12/19/2023	\$9.80	
L&I - 14968	12/19/2023	\$8.26	
L&I - 14970	12/19/2023	\$24.38	
L&I - 14971	12/19/2023	\$9.08	
L&I - 14972	12/19/2023	\$40.79	
L&I - 14973	12/19/2023	\$23.93	
L&I - 14974	12/19/2023	\$26.48	
L&I - 14975	12/19/2023	\$22.79	
L&I - 14976	12/19/2023	\$25.28	
L&I - 14978	12/19/2023	\$6.71	
L&I - 14979	12/19/2023	\$8.46	
L&I - 14980	12/19/2023	\$31.59	
L&I - 14981	1/3/2024	\$36.79	
L&I - 14982	1/3/2024	\$19.26	
L&I - 14983	1/3/2024	\$7.17	
L&I - 14984	1/3/2024	\$36.79	

Reference	Date	Amount	Notes
L&I - 14985	1/3/2024	\$4.54	
L&I - 14986	1/3/2024	\$6.81	
L&I - 14987	1/3/2024	\$5.39	
L&I - 14988	1/3/2024	\$14.90	
L&I - 14989	1/3/2024	\$7.22	
L&I - 14990	1/3/2024	\$18.40	
L&I - 14991	1/3/2024	\$16.85	
L&I - 14992	1/3/2024	\$21.07	
L&I - 14993	1/3/2024	\$40.39	
L&I - 14995	1/3/2024	\$32.39	
L&I - 14996	1/3/2024	\$7.02	
L&I - 14997	1/3/2024	\$4.46	
L&I - 14998	1/3/2024	\$20.77	
Reference Number: EFT*20240202	WA Employment Security - PFML	\$1,919.84	
PFML - 14762	7/18/2023	\$12.30	
PFML - 14809	8/16/2023	\$16.02	
PFML - 14817	9/1/2023	\$14.07	
PFML - 14826	9/1/2023	\$24.84	
PFML - 14832	9/1/2023	\$15.70	
PFML - 14839	9/19/2023	\$15.76	
PFML - 14861	10/2/2023	\$12.08	
PFML - 14872	10/16/2023	\$28.42	
PFML - 14877	10/16/2023	\$16.90	
PFML - 14879	10/16/2023	\$16.34	
PFML - 14881	10/16/2023	\$20.20	
PFML - 14884	10/16/2023	\$15.96	
PFML - 14885	10/16/2023	\$12.43	
PFML - 14886	10/16/2023	\$14.50	
PFML - 14887	10/16/2023	\$20.00	
PFML - 14889	10/16/2023	\$19.61	
PFML - 14890	10/16/2023	\$19.73	

Reference	Date	Amount	Notes
PFML - 14892	11/2/2023	\$28.47	
PFML - 14893	11/1/2023	\$15.48	
PFML - 14894	11/1/2023	\$12.75	
PFML - 14895	11/1/2023	\$19.31	
PFML - 14896	11/1/2023	\$19.61	
PFML - 14897	11/1/2023	\$16.90	
PFML - 14898	11/1/2023	\$16.03	
PFML - 14899	11/1/2023	\$16.64	
PFML - 14901	11/1/2023	\$17.29	
PFML - 14902	11/1/2023	\$24.84	
PFML - 14903	11/1/2023	\$16.89	
PFML - 14904	11/1/2023	\$16.66	
PFML - 14905	11/1/2023	\$13.21	
PFML - 14906	11/1/2023	\$13.97	
PFML - 14907	11/1/2023	\$20.44	
PFML - 14908	11/1/2023	\$15.70	
PFML - 14909	11/1/2023	\$11.07	
PFML - 14910	11/16/2023	\$26.34	
PFML - 14911	11/16/2023	\$16.53	
PFML - 14912	11/16/2023	\$12.85	
PFML - 14913	11/16/2023	\$19.81	
PFML - 14914	11/16/2023	\$19.61	
PFML - 14915	11/16/2023	\$16.90	
PFML - 14916	11/16/2023	\$15.76	
PFML - 14917	11/16/2023	\$16.34	
PFML - 14918	11/16/2023	\$12.08	
PFML - 14919	11/16/2023	\$16.67	
PFML - 14920	11/16/2023	\$24.84	
PFML - 14921	11/16/2023	\$16.02	
PFML - 14922	11/16/2023	\$16.78	
PFML - 14923	11/16/2023	\$9.46	
PFML - 14925	11/16/2023	\$20.00	

Reference	Date	Amount	Notes
PFML - 14926	11/16/2023	\$15.70	
PFML - 14927	11/16/2023	\$20.42	
PFML - 14939	11/20/2023	\$11.28	
PFML - 14940	11/20/2023	\$9.05	
PFML - 14941	11/20/2023	\$10.81	
PFML - 14942	11/20/2023	\$21.86	
PFML - 14943	11/20/2023	\$9.23	
PFML - 14944	12/4/2023	\$27.15	
PFML - 14945	12/4/2023	\$15.61	
PFML - 14946	12/4/2023	\$12.85	
PFML - 14947	12/4/2023	\$20.46	
PFML - 14948	12/4/2023	\$19.61	
PFML - 14949	12/4/2023	\$16.90	
PFML - 14950	12/4/2023	\$15.76	
PFML - 14951	12/4/2023	\$16.64	
PFML - 14952	12/4/2023	\$12.08	
PFML - 14953	12/4/2023	\$19.60	
PFML - 14954	12/4/2023	\$24.84	
PFML - 14955	12/4/2023	\$16.89	
PFML - 14957	12/4/2023	\$10.86	
PFML - 14959	12/4/2023	\$20.00	
PFML - 14960	12/4/2023	\$15.70	
PFML - 14961	12/4/2023	\$17.27	
PFML - 14962	12/4/2023	\$14.54	
PFML - 14963	12/19/2023	\$28.83	
PFML - 14964	12/19/2023	\$15.61	
PFML - 14965	12/19/2023	\$12.85	
PFML - 14966	12/19/2023	\$26.11	
PFML - 14967	12/19/2023	\$19.61	
PFML - 14968	12/19/2023	\$16.90	
PFML - 14969	12/19/2023	\$15.76	
PFML - 14970	12/19/2023	\$16.34	

Reference	Date	Amount	Notes
PFML - 14971	12/19/2023	\$12.62	
PFML - 14972	12/19/2023	\$19.58	
PFML - 14973	12/19/2023	\$24.84	
PFML - 14974	12/19/2023	\$16.02	
PFML - 14975	12/19/2023	\$16.84	
PFML - 14976	12/19/2023	\$13.86	
PFML - 14978	12/19/2023	\$21.04	
PFML - 14979	12/19/2023	\$15.70	
PFML - 14980	12/19/2023	\$13.82	
PFML - 14981	1/3/2024	\$56.73	
PFML - 14982	1/3/2024	\$15.61	
PFML - 14983	1/3/2024	\$12.85	
PFML - 14984	1/3/2024	\$20.09	
PFML - 14985	1/3/2024	\$19.61	
PFML - 14986	1/3/2024	\$16.90	
PFML - 14987	1/3/2024	\$15.76	
PFML - 14988	1/3/2024	\$17.90	
PFML - 14989	1/3/2024	\$12.62	
PFML - 14990	1/3/2024	\$36.01	
PFML - 14991	1/3/2024	\$24.84	
PFML - 14992	1/3/2024	\$16.89	
PFML - 14993	1/3/2024	\$27.57	
PFML - 14995	1/3/2024	\$24.44	
PFML - 14996	1/3/2024	\$20.00	
PFML - 14997	1/3/2024	\$15.70	
PFML - 14998	1/3/2024	\$14.77	
Reference Number: EFT*20240203	WA Employment Security-WA Cares	\$1,576.17	
LTC - 14764	7/18/2023	\$19.54	
LTC - 14800	8/16/2023	\$12.25	
LTC - 14821	9/1/2023	\$16.84	
LTC - 14840	9/19/2023	\$16.29	

Reference	Date	Amount	Notes
LTC - 14841	9/19/2023	\$12.03	
LTC - 14844	9/19/2023	\$15.96	
LTC - 14849	9/19/2023	\$15.64	
LTC - 14863	10/2/2023	\$24.75	
LTC - 14873	10/16/2023	\$14.02	
LTC - 14878	10/16/2023	\$15.70	
LTC - 14881	10/16/2023	\$20.13	
LTC - 14884	10/16/2023	\$15.90	
LTC - 14885	10/16/2023	\$12.38	
LTC - 14886	10/16/2023	\$14.44	
LTC - 14890	10/16/2023	\$19.66	
LTC - 14893	11/1/2023	\$15.42	
LTC - 14894	11/1/2023	\$12.71	
LTC - 14895	11/1/2023	\$19.24	
LTC - 14896	11/1/2023	\$19.54	
LTC - 14897	11/1/2023	\$16.84	
LTC - 14898	11/1/2023	\$15.97	
LTC - 14899	11/1/2023	\$16.58	
LTC - 14901	11/1/2023	\$17.23	
LTC - 14902	11/1/2023	\$24.75	
LTC - 14903	11/1/2023	\$16.83	
LTC - 14904	11/1/2023	\$16.60	
LTC - 14905	11/1/2023	\$13.16	
LTC - 14906	11/1/2023	\$13.92	
LTC - 14908	11/1/2023	\$15.64	
LTC - 14909	11/1/2023	\$11.03	
LTC - 14911	11/16/2023	\$16.47	
LTC - 14912	11/16/2023	\$12.80	
LTC - 14913	11/16/2023	\$19.74	
LTC - 14914	11/16/2023	\$19.54	
LTC - 14915	11/16/2023	\$16.84	
LTC - 14916	11/16/2023	\$15.70	

Reference	Date	Amount	Notes
LTC - 14917	11/16/2023	\$16.29	
LTC - 14918	11/16/2023	\$12.03	
LTC - 14919	11/16/2023	\$16.61	
LTC - 14920	11/16/2023	\$24.75	
LTC - 14921	11/16/2023	\$15.96	
LTC - 14922	11/16/2023	\$16.72	
LTC - 14923	11/16/2023	\$9.43	
LTC - 14926	11/16/2023	\$15.64	
LTC - 14927	11/16/2023	\$20.35	
LTC - 14940	11/20/2023	\$9.02	
LTC - 14941	11/20/2023	\$10.77	
LTC - 14942	11/20/2023	\$21.78	
LTC - 14945	12/4/2023	\$15.55	
LTC - 14946	12/4/2023	\$12.80	
LTC - 14947	12/4/2023	\$20.38	
LTC - 14948	12/4/2023	\$19.54	
LTC - 14949	12/4/2023	\$16.84	
LTC - 14950	12/4/2023	\$15.70	
LTC - 14951	12/4/2023	\$16.58	
LTC - 14952	12/4/2023	\$12.03	
LTC - 14953	12/4/2023	\$19.53	
LTC - 14954	12/4/2023	\$24.75	
LTC - 14955	12/4/2023	\$16.83	
LTC - 14957	12/4/2023	\$10.82	
LTC - 14960	12/4/2023	\$15.64	
LTC - 14961	12/4/2023	\$17.21	
LTC - 14962	12/4/2023	\$14.49	
LTC - 14964	12/19/2023	\$15.55	
LTC - 14965	12/19/2023	\$12.80	
LTC - 14966	12/19/2023	\$26.02	
LTC - 14967	12/19/2023	\$19.54	
LTC - 14968	12/19/2023	\$16.84	

Reference	Date	Amount	Notes
LTC - 14969	12/19/2023	\$15.70	
LTC - 14970	12/19/2023	\$16.29	
LTC - 14971	12/19/2023	\$12.58	
LTC - 14972	12/19/2023	\$19.51	
LTC - 14973	12/19/2023	\$24.75	
LTC - 14974	12/19/2023	\$15.96	
LTC - 14975	12/19/2023	\$16.78	
LTC - 14976	12/19/2023	\$13.81	
LTC - 14979	12/19/2023	\$15.64	
LTC - 14980	12/19/2023	\$13.77	
LTC - 14982	1/3/2024	\$15.55	
LTC - 14983	1/3/2024	\$12.80	
LTC - 14984	1/3/2024	\$20.02	
LTC - 14985	1/3/2024	\$19.54	
LTC - 14986	1/3/2024	\$16.84	
LTC - 14987	1/3/2024	\$15.70	
LTC - 14988	1/3/2024	\$17.84	
LTC - 14989	1/3/2024	\$12.58	
LTC - 14990	1/3/2024	\$35.88	
LTC - 14991	1/3/2024	\$24.75	
LTC - 14992	1/3/2024	\$16.83	
LTC - 14993	1/3/2024	\$27.47	
LTC - 14995	1/3/2024	\$24.35	
LTC - 14997	1/3/2024	\$15.64	
LTC - 14998	1/3/2024	\$14.72	
Reference Number: EFT*20240204	AFLAC Remittance Processing	\$543.20	
Aflac - 15017	1/17/2024	\$32.36	
Aflac - 15022	1/17/2024	\$27.17	
Aflac - 15036	2/1/2024	\$32.37	
Aflac - 15042	2/1/2024	\$27.17	
Aflac Disability - 15022	1/17/2024	\$47.84	

Reference	Date	Amount	Notes
Aflac Disability - 15024	1/17/2024	\$68.54	
Aflac Disability - 15031	1/17/2024	\$95.68	
Aflac Disability - 15042	2/1/2024	\$47.84	
Aflac Disability - 15044	2/1/2024	\$68.55	
Aflac Disability - 15051	2/1/2024	\$95.68	
Reference Number: EFT*20240205	Vimly Benefit Solutions, Inc	\$1,991.70	
Medical/Dental - 15042	2/1/2024	\$970.10	
Medical/Dental - 15044	2/1/2024	\$1,021.60	
Medical/Dental - 15047	2/1/2024	\$1,398.00	
Williams adj Feb ins	2/5/2024	(\$1,398.00)	
Reference Number: EFT*20240206	Washington Teamsters Welfare Trus	\$23,804.20	
Medical /Dental/Vision - 15035	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15036	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15037	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15038	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15040	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15041	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15042	2/1/2024	\$17.10	
Medical /Dental/Vision - 15045	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15046	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15048	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15049	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15050	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15051	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15052	2/1/2024	\$1,398.00	
Medical /Dental/Vision - 15053	2/1/2024	\$1,398.00	
Medical Dental Vision - 15016	1/17/2024	\$100.00	
Medical Dental Vision - 15017	1/17/2024	\$100.00	
Medical Dental Vision - 15018	1/17/2024	\$100.00	
Medical Dental Vision - 15019	1/17/2024	\$100.00	

Reference	Date	Amount	Notes
Medical Dental Vision - 15020	1/17/2024	\$100.00	
Medical Dental Vision - 15021	1/17/2024	\$100.00	
Medical Dental Vision - 15025	1/17/2024	\$100.00	
Medical Dental Vision - 15026	1/17/2024	\$100.00	
Medical Dental Vision - 15027	1/17/2024	\$100.00	
Medical Dental Vision - 15029	1/17/2024	\$100.00	
Medical Dental Vision - 15030	1/17/2024	\$100.00	
Medical Dental Vision - 15031	1/17/2024	\$100.00	
Medical Dental Vision - 15032	1/17/2024	\$100.00	
Medical Dental Vision - 15033	1/17/2024	\$100.00	
Medical Dental Vision - 15035	2/1/2024	\$100.00	
Medical Dental Vision - 15036	2/1/2024	\$100.00	
Medical Dental Vision - 15037	2/1/2024	\$100.00	
Medical Dental Vision - 15038	2/1/2024	\$100.00	
Medical Dental Vision - 15040	2/1/2024	\$100.00	
Medical Dental Vision - 15041	2/1/2024	\$100.00	
Medical Dental Vision - 15045	2/1/2024	\$100.00	
Medical Dental Vision - 15046	2/1/2024	\$100.00	
Medical Dental Vision - 15047	2/1/2024	\$100.00	
Medical Dental Vision - 15048	2/1/2024	\$100.00	
Medical Dental Vision - 15049	2/1/2024	\$100.00	
Medical Dental Vision - 15050	2/1/2024	\$100.00	
Medical Dental Vision - 15051	2/1/2024	\$100.00	
Medical Dental Vision - 15052	2/1/2024	\$100.00	
Whitten vision Feb	2/5/2024	\$17.10	
Williams adjust insurance	2/5/2024	\$1,398.00	
Reference Number: EFT*20240207	Dept of Treasury Internal Revenue S	\$7,635.64	
Federal Income Tax - 15035	2/1/2024	\$197.22	
Federal Income Tax - 15036	2/1/2024	\$707.92	
Federal Income Tax - 15037	2/1/2024	\$493.34	
Federal Income Tax - 15038	2/1/2024	\$378.36	

Reference	Date	Amount	Notes
Federal Income Tax - 15039	2/1/2024	\$0.00	
Federal Income Tax - 15040	2/1/2024	\$250.35	
Federal Income Tax - 15041	2/1/2024	\$380.00	
Federal Income Tax - 15042	2/1/2024	\$388.46	
Federal Income Tax - 15044	2/1/2024	\$474.22	
Federal Income Tax - 15045	2/1/2024	\$212.20	
Federal Income Tax - 15046	2/1/2024	\$309.23	
Federal Income Tax - 15047	2/1/2024	\$169.14	
Federal Income Tax - 15048	2/1/2024	\$252.63	
Federal Income Tax - 15049	2/1/2024	\$233.43	
Federal Income Tax - 15050	2/1/2024	\$347.73	
Federal Income Tax - 15051	2/1/2024	\$678.16	
Federal Income Tax - 15052	2/1/2024	\$155.96	
Federal Income Tax - 15053	2/1/2024	\$284.29	
Medicare - 15035	2/1/2024	\$44.41	
Medicare - 15035 (2)	2/1/2024	\$44.41	
Medicare - 15036	2/1/2024	\$70.56	
Medicare - 15036 (2)	2/1/2024	\$70.56	
Medicare - 15037	2/1/2024	\$51.18	
Medicare - 15037 (2)	2/1/2024	\$51.18	
Medicare - 15038	2/1/2024	\$45.05	
Medicare - 15038 (2)	2/1/2024	\$45.05	
Medicare - 15039	2/1/2024	\$14.50	
Medicare - 15039 (2)	2/1/2024	\$14.50	
Medicare - 15040	2/1/2024	\$43.88	
Medicare - 15040 (2)	2/1/2024	\$43.88	
Medicare - 15041	2/1/2024	\$44.43	
Medicare - 15041 (2)	2/1/2024	\$44.43	
Medicare - 15042	2/1/2024	\$51.78	
Medicare - 15042 (2)	2/1/2024	\$51.78	
Medicare - 15044	2/1/2024	\$52.82	
Medicare - 15044 (2)	2/1/2024	\$52.82	

Reference	Date	Amount	Notes
Medicare - 15045	2/1/2024	\$33.33	
Medicare - 15045 (2)	2/1/2024	\$33.33	
Medicare - 15046	2/1/2024	\$41.22	
Medicare - 15046 (2)	2/1/2024	\$41.22	
Medicare - 15047	2/1/2024	\$41.44	
Medicare - 15047 (2)	2/1/2024	\$41.44	
Medicare - 15048	2/1/2024	\$44.62	
Medicare - 15048 (2)	2/1/2024	\$44.62	
Medicare - 15049	2/1/2024	\$42.20	
Medicare - 15049 (2)	2/1/2024	\$42.20	
Medicare - 15050	2/1/2024	\$41.58	
Medicare - 15050 (2)	2/1/2024	\$41.58	
Medicare - 15051	2/1/2024	\$65.53	
Medicare - 15051 (2)	2/1/2024	\$65.53	
Medicare - 15052	2/1/2024	\$33.93	
Medicare - 15052 (2)	2/1/2024	\$33.93	
Medicare - 15053	2/1/2024	\$37.04	
Medicare - 15053 (2)	2/1/2024	\$37.04	
Social Security Tax - 15039	2/1/2024	\$62.00	
Social Security Tax - 15039 (2)	2/1/2024	\$62.00	
Reference Number: EFT*20240208	Dept of Retirement Systems	\$8,253.95	
Emp Rtmt - 15035	2/1/2024	\$291.87	
Emp Rtmt - 15036	2/1/2024	\$257.29	
Emp Rtmt - 15037	2/1/2024	\$186.44	
Emp Rtmt - 15038	2/1/2024	\$164.22	
Emp Rtmt - 15040	2/1/2024	\$288.42	
Emp Rtmt - 15041	2/1/2024	\$161.43	
Emp Rtmt - 15042	2/1/2024	\$340.34	
Emp Rtmt - 15044	2/1/2024	\$347.14	
Emp Rtmt - 15045	2/1/2024	\$219.08	
Emp Rtmt - 15046	2/1/2024	\$270.91	

Reference	Date	Amount	Notes
Emp Rtmt - 15047	2/1/2024	\$272.33	
Emp Rtmt - 15048	2/1/2024	\$293.28	
Emp Rtmt - 15049	2/1/2024	\$154.50	
Emp Rtmt - 15050	2/1/2024	\$273.29	
Emp Rtmt - 15051	2/1/2024	\$430.72	
Emp Rtmt - 15052	2/1/2024	\$222.99	
Emp Rtmt - 15053	2/1/2024	\$243.42	
Taxable Retirement - 15035	2/1/2024	\$194.79	
Taxable Retirement - 15036	2/1/2024	\$412.53	
Taxable Retirement - 15037	2/1/2024	\$298.94	
Taxable Retirement - 15038	2/1/2024	\$263.31	
Taxable Retirement - 15040	2/1/2024	\$192.48	
Taxable Retirement - 15041	2/1/2024	\$258.83	
Taxable Retirement - 15042	2/1/2024	\$227.13	
Taxable Retirement - 15044	2/1/2024	\$254.98	
Taxable Retirement - 15045	2/1/2024	\$146.20	
Taxable Retirement - 15046	2/1/2024	\$180.79	
Taxable Retirement - 15047	2/1/2024	\$181.75	
Taxable Retirement - 15048	2/1/2024	\$195.73	
Taxable Retirement - 15049	2/1/2024	\$247.72	
Taxable Retirement - 15050	2/1/2024	\$182.38	
Taxable Retirement - 15051	2/1/2024	\$287.45	
Taxable Retirement - 15052	2/1/2024	\$148.82	
Taxable Retirement - 15053	2/1/2024	\$162.45	
Reference Number: EFT*20240209	Nationwide Retirement Solutions	\$7,595.10	
Deferred Comp - 15016	1/17/2024	\$300.00	
Deferred Comp - 15017	1/17/2024	\$150.00	
Deferred Comp - 15019	1/17/2024	\$100.00	
Deferred Comp - 15020	1/17/2024	\$50.00	
Deferred Comp - 15021	1/17/2024	\$50.00	
Deferred Comp - 15022	1/17/2024	\$300.00	

Reference	Date	Amount	Notes
Deferred Comp - 15024	1/17/2024	\$300.00	
Deferred Comp - 15025	1/17/2024	\$100.00	
Deferred Comp - 15026	1/17/2024	\$150.00	
Deferred Comp - 15027	1/17/2024	\$150.00	
Deferred Comp - 15029	1/17/2024	\$25.00	
Deferred Comp - 15031	1/17/2024	\$150.00	
Deferred Comp - 15032	1/17/2024	\$100.00	
Deferred Comp - 15033	1/17/2024	\$300.00	
Deferred Comp - 15034	1/17/2024	\$75.00	
Deferred Comp - 15035	2/1/2024	\$300.00	
Deferred Comp - 15036	2/1/2024	\$150.00	
Deferred Comp - 15038	2/1/2024	\$100.00	
Deferred Comp - 15041	2/1/2024	\$50.00	
Deferred Comp - 15042	2/1/2024	\$300.00	
Deferred Comp - 15044	2/1/2024	\$300.00	
Deferred Comp - 15045	2/1/2024	\$100.00	
Deferred Comp - 15046	2/1/2024	\$150.00	
Deferred Comp - 15047	2/1/2024	\$150.00	
Deferred Comp - 15048	2/1/2024	\$300.00	
Deferred Comp - 15049	2/1/2024	\$25.00	
Deferred Comp - 15051	2/1/2024	\$150.00	
Deferred Comp - 15052	2/1/2024	\$100.00	
Deferred Comp - 15053	2/1/2024	\$75.00	
Deferred Comp Match - 15035	2/1/2024	\$300.00	
Deferred Comp Match - 15036	2/1/2024	\$150.00	
Deferred Comp Match - 15038	2/1/2024	\$100.00	
Deferred Comp Match - 15040	2/1/2024	\$25.00	
Deferred Comp Match - 15041	2/1/2024	\$50.00	
Deferred Comp Match - 15042	2/1/2024	\$710.80	
Deferred Comp Match - 15044	2/1/2024	\$659.30	
Deferred Comp Match - 15045	2/1/2024	\$100.00	
Deferred Comp Match - 15046	2/1/2024	\$150.00	

Reference	Date	Amount	Notes
Deferred Comp Match - 15047	2/1/2024	\$150.00	
Deferred Comp Match - 15048	2/1/2024	\$300.00	
Deferred Comp Match - 15049	2/1/2024	\$25.00	
Deferred Comp Match - 15051	2/1/2024	\$150.00	
Deferred Comp Match - 15052	2/1/2024	\$100.00	
Deferred Comp Match - 15053	2/1/2024	\$75.00	
Reference Number: EFT*20240210 NV0000083	Dept of Licensing Firearms Desk 1/22/2024	\$18.00 \$18.00	Daniels
Reference Number: EFT*20240211 NV0000085	Dept of Licensing Firearms Desk 1/26/2024	\$18.00 \$18.00	Ford
Reference Number: EFT*20240212 NV0000086 NV0000087	Dept of Licensing Firearms Desk 1/30/2024 1/30/2024	\$36.00 \$18.00 \$18.00	Wood, Amanda Wood, Joshua
Reference Number: EFT*20240213 0626679437	US Cellular 1/2/2024	\$54.88 \$54.88	Mayor cell phone 12/2-1/1
Reference Number: EFT*20240214 032776101-0010604	WAVE 1/17/2024	\$125.07 \$125.07	2024- WAVE 1/19-2/18
Reference Number: EFT*20240215 032768701-0010615	WAVE 1/24/2024	\$94.47 \$94.47	2024- WAVE Phone & Internet 1/23-2/22 F
Reference Number: EFT*20240216 104979801-0010604	WAVE 1/17/2024	\$145.17 \$145.17	2024 WAVE Internet 1/19-2/18 CH
Reference Number: EFT*20240217 206-T21-6528 954 2024 Jan	Centurylink 1/20/2024	\$56.37 \$56.37	2024 -Jan 20-Feb 20 Well Telemetry 206T

Reference	Date	Amount	Notes
Reference Number: EFT*20240218	Invoice Cloud Inc	\$170.00	
3636-2024_1	1/31/2024	\$170.00	2024 Jan Invoice Cloud Service
Reference Number: EFT*20240219	Dept of Revenue	\$7,837.24	
2023*Dec Utility Taxes	1/19/2024	\$7,837.24	2023*Dec Utility Taxes
Reference Number: Jan 16-31, 2024 Pay Period	Payroll Vendor	\$38,875.87	
ACH Pay - 15035	2/1/2024	\$2,130.39	
ACH Pay - 15036	2/1/2024	\$3,269.14	
ACH Pay - 15037	2/1/2024	\$2,474.19	
ACH Pay - 15038	2/1/2024	\$2,108.78	
ACH Pay - 15039	2/1/2024	\$911.74	
ACH Pay - 15040	2/1/2024	\$2,341.33	
ACH Pay - 15041	2/1/2024	\$2,122.10	
ACH Pay - 15042	2/1/2024	\$2,480.98	
ACH Pay - 15044	2/1/2024	\$2,464.38	
ACH Pay - 15045	2/1/2024	\$1,645.65	
ACH Pay - 15046	2/1/2024	\$1,762.24	
ACH Pay - 15047	2/1/2024	\$2,138.52	
ACH Pay - 15048	2/1/2024	\$2,105.37	
ACH Pay - 15049	2/1/2024	\$2,157.11	
ACH Pay - 15050	2/1/2024	\$2,117.07	
ACH Pay - 15051	2/1/2024	\$3,018.24	
ACH Pay - 15052	2/1/2024	\$1,736.74	
ACH Pay - 15053	2/1/2024	\$1,891.90	
	TOTAL	\$196,971.83	

Reference	Date		Amount	Notes
The following voucher/warrants/electronic payments are approved for payment:				
Accounts Payable	142	42	84,276.66	38792-38832
Payroll Vendors	2	2	1,312.50	38790-38791
Electronic Payments	10	10	8,555.20	EFT*202410-19
Electronic Payroll	9	9	63,951.60	EFT*20240201-9
ACH Direct Deposit	18	18	38,875.87	Direct Deposit 2/5/2024
Total Vouchers	181	81	196,971.83	

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_____,2024

PACIFIC INT-R-TEK

2501 NW Division St.
Gresham, OR 97030

Phone # 503-665-1090

Quote

Date	Estimate #
12/07/23	5999

Customer
Jackson Civil Entineering 704 E Main St, Battle Ground, WA 98604

Ship To
City of Napavine CCTV

Description	Terms		Total
	Qty	Cost	
Pipeline Video Services as follows:-nathan@jacksoncivil.com Project is to TV and Locate if possible the 8" force Main line in Napavine WA . We will inspect the lines with a color, pan and tilt camera and record video to digital media. Matching observation reports (printed and pdf) will be provided. Work is expected to take up to 4 hours with Traffic control, to be provided by the city. We will make every prudent effort to inspect all of the pipe in the project, if we come across any conditions of the pipe that are potentially dangerous (large voids, holes, severe offsets, etc.) or might cause damage to any persons, property or equipment we will, at our sole discretion, discontinue or abandon that portion of the work. Root cutting is not included in this quote.			0.00
TV Truck mobilization charges, per day to Napavine	1	450.00	450.00
Televise Storm / San lines. Priced Hourly, Work is expected to be slow, to be invoiced on actual time on site-any other unusual work or excessive standby time out of our control may be charged at \$275/hr Daily Minimum is 6 Hours + Mob. Overtime will be billed with a \$120/HR premium. Includes Truck, Operator and 1 helper (if needed)	6	275.00	1,650.00

Thanks for the opportunity to quote! We look forward to doing a professional job for you.

A Division of Scott Pipeline Video, Inc
OR CCB 146869 WA- PACIFI*991CW
www.tvmypipe.com

Subtotal	\$2,100.00
Sales Tax ()	\$0.00
Total	\$2,100.00



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

TITLE: UTILITY WORKER

SUPERVISOR: PUBLIC WORKS DIRECTOR

FLSA STATUS: UNION/JUST CAUSE

GENERAL STATEMENTS:

Under the supervision and direction of the public works director, this position involves manual technical work and of a semiskilled to skilled nature requiring some skills, expertise or special knowledge acquired through work experience and training.

Work is performed in the installation, construction, maintenance, repair, and care of all aspects of the city water system, as well as the city sewer collection system, all pumping station manholes and any aspect thereof. Work also includes maintenance of city streets, equipment, and facilities.

Assignments frequently include the use of standard and specialized tools, power operated devices, specialized machinery, or other equipment. Assignments also include operation and use of backhoes, trucks, specialized vehicles and other construction, installation, repair and maintenance, and care of the water, sewer, and street distribution system and/or its associated appurtenances.

CONTROL OVER THE WORK

Works under the guidance and supervision of the public works director or his designee, i.e., Field Foreman.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Installs, repairs, and maintains water lines, valves, and other appurtenances.

Installs, repairs and maintains sewer services and appurtenances.

Installs, repairs and maintains hydrants and appurtenances.

Operate: dump trucks, backhoes and other public works equipment. *May be required to obtain a CDL Class B with air brakes.*

Analyzes and remedies water problems.

Potholes and locates service lines and connections for contractors, utility companies, etc., as required.

Conduct fire hydrant maintenance and repairs.

Coordinates work with other divisions, contractors, developers and property owners as directed by supervisor.

Perform disinfecting of waterline associated with main line extensions and repairs, and conduct tests throughout the distribution system to maintain compliance with federal and state regulations.

Operate specific pneumatic, mechanical, electrical and or hydraulic equipment and machinery such as: air compressors, jackhammers, breakers, chain and cut-off saws, pumps, hoists and other such tools and equipment.

Operate various machinery and power tools required for water system maintenance, construction and operation.

Perform flagging and other traffic control duties.

Follows directions and implement or carry out written and/or oral instructions and assigned duties.

Perform all duties in conformance to appropriate safety and security standards.

Performs cement work, painting and other work related to public works repair and maintenance activities.

Performs or participates in the maintenance, repair and installation of streets, alleys, sidewalks, catch basins, open drainages, guardrails, sewer lines, manholes, and other public works infrastructure.

Operate sanders, snowplows and other public works vehicles and equipment.

Operate various machinery and power tools.

Attend meetings or seminars assigned.

Other job duties as directed.

Responds to emergencies and problems during and after normal working hours as needed, in a timely and efficient fashion, and may be required to be on call to respond to emergencies.

Ability to use sound reasoning and judgment in the performance of job functions.

Ability to meet physical demands of job and performs essential job functions.

Ability to effectively, efficiently and consistently perform the responsibilities of the position.

Ability to troubleshoot and analyze problems related to water systems.

QUALIFICATIONS:

~~Certification asbestos cement pipe removal (OSHA-WISHA requirement).~~

Ability to be trained in confined space entry requirements.

Ability to be trained in safe trenching and shoring procedures.

Certain certifications may be required by the city as the job deems necessary. ~~such as, WDS, CCS, etc.~~

A First Aid card or the ability to obtain if required.

A flagger's card or the ability to obtain within six months after date of hire.

Ability to successfully satisfy a background investigation.

Work may be required indoors and outdoors. Work may require mobility under and on top of the ground structures, machinery, and equipment. Work may take place on wet, loose, and/or uneven surfaces, and in some unpleasant situations including but not limited to unsanitary, wet and/or humid conditions. It may involve working in confined spaces and above the ground. Satisfactory physical condition.



Interagency Agreement with

City of Napavine

through

Growth Management Services

**Contract Number:
24-63610-143**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution



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Face Sheet

Contract Number: 24-63610-143

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Napavine PO Box 810 407 Birch Ave SW Napavine, WA 98585		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Teri Lopez tlopez@cityofnapavine.com		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0002967	12. UBI # 219-001-597	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget. Signature Block on next page			



FOR CONTRACTOR	FOR COMMERCE
<hr/> <p>Shawn O'Neill, Mayor City of Napavine</p>	<hr/> <p>Mark K. Barkley, Assistant Director Local Government Division</p>
<hr/> <p>Date</p>	<hr/> <p>Date</p>
<hr/> <p>Michelle Whitten, City Treasurer</p>	<p>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</p>
<hr/> <p>Date</p>	
<hr/> <p>Rachelle Denham, City Clerk</p>	
<hr/> <p>Date</p>	
<hr/> <p>Bryan Morris, Planning-Public Works Director</p>	
<hr/> <p>Date</p>	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-143. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.



Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.



8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Climate Resilience Sub-Element

Section Steps, Tasks, and Deliverables	Description	End Date
Step 1 - \$10,000	Explore climate impacts.	11/2023-01/2024
Task 1.1	Identify community assets.	
Task 1.2	Explore hazards and changes in the climate.	
Task 1.3	Pair assets and hazards and identify exposure and consequences.	
Task 1.4	Identify priority climate hazards.	
Deliverable 1	Submit a memo summarizing completion of this step	01/15/2024
Step 2 - \$15,000	Audit plans and policies.	11/2023-02/2024
Task 2.1	Review existing plans for climate gaps and opportunities.	
Task 2.2	Determine next step.	
Deliverable 2	Submit a memo summarizing completion of this step.	02/15/2024





Step 4 - \$10,000	Select and/or adapt existing goals and policies.	03/2024-10/2024
Task 4.1	Develop goals.	
Task 4.2	Develop policies.	
Task 4.3	Identify policy co-benefits.	
Deliverable 3	Submit a memo summarizing completion of this step.	10/15/2024
Step 5 - \$15,000	Integrate goals and policies.	08/2024-03/2025
Task 5.1	Review and finalize resilience goals and policies.	
Task 5.2	Consult with partners, stakeholders, and decision-makers.	
Deliverable 4	Draft updated goals and policies to address climate resiliency.	01/30/2025
Deliverable 5	Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	02/15/2025
Deliverable 6	Submit a memo summarizing completion of this step.	03/15/2025



Attachment B: Budget

Deliverables	Commerce Grant Funds (Climate Resiliency Element)
Deliverable 1 (Climate Resilience): Explore climate impacts. Submit a memo when complete.	\$20,000
Deliverable 2 (Climate Resilience): Audit plans and policies. Submit a memo when complete.	\$20,000
Deliverable 3 (Climate Resilience): Select and/or adapt existing goals and policies. Submit memo when complete.	\$15,000
Deliverable 4 (Climate Resilience): Draft updated goals and policies to address climate resiliency.	\$25,000
Deliverable 5 (Climate Resilience): Adopt climate resilience goals and policies by ordinance, or adopt updated FEMA Hazard Mitigation Plan by reference.	\$12,500
Deliverable 6 (Climate Resilience): Submit a memo summarizing completion of climate resiliency element.	\$7,500
Contract Total:	\$100,000

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	 ^{DS} 2/1/2024 2:33 PM PST
GMS Managing Director	Dave Andersen	 ^{DS} 2/1/2024 3:39 PM PST
Deputy Assistant Director – LGD	Tony Hanson	

Certificate Of Completion

Envelope Id: E37359BF27484101AC3EB5956A83B787	Status: Sent
Subject: Complete with DocuSign: Napavine Climate Planning	
Division:	
Local Government	
Program: Climate	
ContractNumber: 24-63610-143	
DocumentType: Contract	
Source Envelope:	
Document Pages: 17	Signatures: 0
Certificate Pages: 6	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ashley Murphy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1011 Plum Street SE
	MS 42525
	Olympia, WA 98504-2525
	ashley.murphy@commerce.wa.gov
	IP Address: 147.55.134.63

Record Tracking

Status: Original	Holder: Ashley Murphy	Location: DocuSign
2/1/2024 9:37:29 AM	ashley.murphy@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Corina Campbell
corina.campbell@commerce.wa.gov
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 147.55.134.37

Timestamp

Sent: 2/1/2024 9:45:04 AM
Viewed: 2/1/2024 2:07:19 PM
Signed: 2/1/2024 2:33:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen
dave.andersen@commerce.wa.gov
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.239.106.224

Sent: 2/1/2024 2:33:10 PM
Viewed: 2/1/2024 3:39:41 PM
Signed: 2/1/2024 3:39:47 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bryan Morris
bmorris@cityofnapavine.com
Security Level: Email, Account Authentication (None)

Sent: 2/1/2024 3:39:48 PM
Viewed: 2/2/2024 8:10:48 AM

Electronic Record and Signature Disclosure:
Accepted: 2/2/2024 8:10:48 AM
ID: e55f9d18-47fb-4539-a29c-aa2f9103de6a

Rachelle Denham
rdenham@cityofnapavine.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Michelle Whitten
mwhitten@cityofnapavine.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shawn O'Neill
soneill@cityofnapavine.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tony Hanson
tony.hanson@commerce.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Paul Johnson
paul.johnson@commerce.wa.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 2/1/2024 9:45:03 AM

Michelle Whitten
mwhitten@cityofnapavine.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rachelle Denham
rdenham@cityofnapavine.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/1/2024 9:45:03 AM
Envelope Updated	Security Checked	2/1/2024 9:47:30 AM
Envelope Updated	Security Checked	2/1/2024 9:47:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

**INTERLOCAL AGREEMENT FOR COURT ADMINISTRATION SERVICES
BETWEEN CITY OF NAPAVINE AND CITY OF WINLOCK**

THIS AGREEMENT for Court Administration Services is made and entered into this 1st day of January, 2024, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 SW Birch Ave, Napavine, WA 98565, hereinafter referred to as “Napavine”, and the CITY OF WINLOCK, a Washington municipal corporation, with its principal offices at 323 NE 1st St, Winlock, WA 98596, hereinafter referred to as “Winlock.” This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW).

RECITALS:

WHEREAS, both Winlock and Napavine operate municipal courts; and

WHEREAS, Winlock provides municipal court services to the City of Toledo pursuant to a separate interlocal agreement; and

WHEREAS, Winlock currently does not have a Court Administrator; and

WHEREAS, Napavine’s Court Administrator has been providing Court Administration services since approximately the middle of December 2023; and

WHEREAS, Winlock desires to contract with Napavine to provide such Court Administration services to Winlock for a temporary time until Winlock is able to hire a new Court Administrator or until other arrangements are made; and

WHEREAS, the Parties hereto understand, acknowledge, and agree this Agreement is intended to be temporary, and is not to be of a permanent nature; and

WHEREAS, Napavine is capable of providing, and is willing to provide, Court Administration services to Winlock; and

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

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

1. **DURATION.** The Agreement shall take effect on January 1, 2024, or as soon thereafter as all of the following events have occurred (“Commencement Date”):
 - 1.1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
 - 1.2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
 - 1.3. Filing a copy of this Agreement with the County Auditor or posting a copy of this Agreement to the Parties websites as required by RCW 39.34.040.
2. **TERMINATION.** This Agreement shall terminate as follows:
 - 2.1. On December 31, 2024, at 11:59 p.m.; or
 - 2.2. On a specific date and time, upon written mutual agreement of Napavine and Winlock; or

2.3. Either party may terminate this Agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the other Party's Notice Representative as set forth in Section 8 of this Agreement. Such Notice of Termination shall be delivered during normal business hours, Monday through Friday (holidays excepted). In the absence of the Party's Notice Representatives, Notice of Termination shall be given by conspicuously affixing such Notice to the front door of City Hall, and by mailing such Notice, first class, postage prepaid to said party. Said Notice of Termination shall specify the date of termination.

This Agreement may be renewed only by written agreement approved by both Winlock City Council and Napavine City Council.

3. PURPOSE. The Purpose of this Agreement is to provide municipal court administration services to the City of Winlock, including personnel as reasonably necessary to adjudicate criminal charges, civil matters and infractions in conformance with Winlock Ordinances, state law, court rules, and other governmental authorities.
4. SERVICES. Napavine shall provide Court Administration services for the citizens of Winlock, to include the following:
 - 4.1. Provide Court Administration services for Winlock which are normally and routinely provided by Napavine, including but not necessarily limited to, filing, processing, adjudication, enforcement, collection of fees, fines, penalties, costs, and restitution for all Winlock and Toledo cases filed in Winlock Municipal Court. This includes, but is not limited to, issuance of search and arrest warrants, issuance of subpoenas for non-criminal traffic citations to an officer or radar expert on behalf of a defendant when a timely and written request is submitted in conformance with court rules, motion and evidentiary hearings, pre-trial procedures, bench trials, jury trials, sentencing, post-trial motions. The court administration services shall be provided at a level of service commensurate with the services provided for Napavine.
 - 4.2. Accept all criminal misdemeanor, infraction, and civil filings and timely process and adjudicate the same.
 - 4.3. Accept and account for all payments relating to criminal and infraction cases including penalties, fines, bail forfeitures, fees, and costs and deliver, as appropriate, payment to Winlock on a monthly basis. Winlock will be responsible for payment of appropriate local and state allocations.
 - 4.4. Comply with the terms and conditions of the Interlocal Agreement between the City of Winlock and City of Toledo for Municipal Court Services; and
 - 4.5. Unless otherwise provided herein, Napavine shall furnish all personnel and any and all other items necessary to accomplish the levels of Court Administration service anticipated by this Agreement.
 - 4.6. Generally, provide Court Administration Services at Winlock as follows:
 - 4.6.1. The First and Third Thursdays each month from 3 to 5 p.m. or other days as set by the Winlock Municipal Court Judge; and

- 4.6.2. A minimum of eight (8) hours per work week, with a maximum of twelve (12) hours per work week unless authorized in writing by the Napavine and Winlock Municipal Court Judge(s).
- 4.7. Winlock hereby accepts the appointed Court Administrator and all court employees as the persons who will manage and operate the Winlock Municipal Court.
- 4.8. Winlock will authorize one (1) or more Winlock City Employees to receive payments for Winlock and Toledo Municipal Courts when the Napavine Court Administrator is not on site. The Winlock Municipal Court Judge shall prescribe written policies and procedures for receiving payments for the Winlock and Toledo Municipal Courts.
5. COMPENSATION. In consideration of the services to be rendered as provided in the Agreement, Winlock promises to pay Napavine as follows:
 - 5.1. Winlock shall pay Napavine \$4,500.00 per month for Court Administration Services.
 - 5.2. Winlock shall reimburse Napavine in an amount to be calculated on a monthly basis, for mileage reimbursement for travel to and from Napavine City Hall by the Court Administrator based upon the current standard mileage reimbursement rate established by the Washington State Office of Financial Management.
 - 5.3. Winlock shall remit payment to Napavine within fifteen (15) days of receiving the invoice from Napavine. A late penalty of \$10.00 shall be assessed for all payments made more than 30 days after payment is due.
6. PERSONNEL AND EQUIPMENT. Napavine and Winlock agree that:
 - 6.1. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be solely vested in the Napavine Municipal Court Judge.
 - 6.2. All persons rendering service hereunder shall be for all purposes employees of Napavine.
 - 6.3. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Napavine.
 - 6.4. Napavine shall ensure the Court Administrator is properly equipped to perform services under this Agreement.
 - 6.5. Winlock shall provide a working office space within the City of Winlock to be utilized as needed by Court Administrator. Winlock shall ensure such working office space is properly equipped.
7. ADMINISTRATION OF AGREEMENT. Decision making authority concerning the Court Administration services to be provided under this Agreement shall be solely vested in the Napavine and Winlock Municipal Court Judge(s).

Each Party hereby designates its Mayor as its representative to this Agreement. Notwithstanding the above, implementation, administration, and management of this Agreement shall be jointly vested in the representatives.

8. NOTICE. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For WINLOCK:

Name of Representative:	BRANDON SVENSON	JILL DAVIS
Title:	Mayor	City Treasurer
Mailing Address:	323 NE 1 st Street	323 NE 1 st Street
City, State and Zip Code:	Winlock, WA, 98596	Winlock, WA, 98596
Telephone Number:	(360) 785-3811	(360) 785-3811

For NAPAVINE:

Name of Representative:	SHAWN O'NEILL	LACIE DEWITT
Title:	Mayor	Court Administrator
Mailing Address:	P.O. Box 810	P.O. Box 179
City, State and Zip Code:	Napavine, WA, 98565	Napavine, WA, 98565
Telephone Number:	(360) 262-3547	(360) 262-9231

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

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

Industrial Insurance: Through Washington State Labor and Industries.

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

10. HOLD HARMLESS AND INDEMNIFICATION. Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof the indemnitee may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of the Indemnitor's acts, errors, or omissions in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officers, officials, employees, agents, and volunteers.

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

Each Party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this Section and acknowledges that this waiver was mutually negotiated.

11. SURVIVAL OF CERTAIN PROVISIONS. Any term of this this Agreement that by reasonable implication contemplates continued performance, rights, or compliance beyond its expiration or termination, survives this Agreement and continues to be enforceable. Without limiting the generality of this provision, the Parties' obligation to indemnify each other survives for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
12. DISPUTE RESOLUTION. The Parties shall resolve any dispute arising by way of this Agreement through any alternative dispute resolution process, including, but not limited to, mediation and arbitration as set forth in Title 7 RCW. In the event such dispute remains unresolved after exhaustion of the alternative dispute resolution process, any party may pursue any other remedy, including those available at law or in equity.
13. VENUE & CHOICE OF LAW. It is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit, or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.
14. NON DISCRIMINATION. The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence or any physical, mental sensory handicap, or other status protected by law. Napavine warrants that the City of Napavine is an equal opportunity employer and has an affirmative action plan.
15. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
16. ATTORNEY'S FEES AND COSTS. If either City commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing City in such litigation shall be entitled to recover from the other Party its costs and reasonable attorney's fees incurred in such litigation.
17. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING. Neither Party shall assign any obligations or rights under this Agreement without the express written consent of the other. Further, the Parties shall perform the terms of this Agreement using only their bona fide employees or agents.
18. MODIFICATION. No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by each party.
19. NO SEPARATE LEGAL ENTITY CREATED. This Agreement creates no Joint Board and no separate legal entity.
20. NO SEPARATE OR JOINT BUDGET CREATED. No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property.

21. CONSTRUCTION. In the event of a dispute between the Parties as to the meaning of terms, phrases, or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Party nor in favor of any Party.
22. WAIVER. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.
23. CHALLENGES. Entry into this this Agreement will not be construed to be a waiver or abandonment of any defense or claim a Party may have against another.
24. HEADINGS NOT CONTROLLING. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
25. SEVERABILITY. It is understood and agreed by the parties hereto that if any term of this Agreement is declared invalid, the validity of the remaining terms of this Agreement shall not be affected and the rights and obligations of the parties shall be construed as if this Agreement did not contain the invalid term. If it should appear that any term herein conflicts with any statutory provision(s) of the State of Washington, said term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provision(s).
26. ENTIRE AGREEMENT. This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both Parties.
27. EXECUTION. This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Party upon that Party's execution of a counterpart original.

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

****THIS SPACE INTENTIONALLY LEFT BLANK****

****SIGNATURE PAGE FOLLOWS****

CITY OF WINLOCK

Signed this ___ day of February, 2024.

BY: _____
BRANDON SVENSON, Mayor

Attest: _____
Penny Jo Haney, City Clerk

Approved as to form:

Marissa Y. Jay, City Attorney

Accepted by Winlock City Council on:
February 12, 2024 _____

Approved by the Winlock Municipal Court
Judge:

CITY OF NAPAVINE

Signed this ___ day of February, 2024.

BY: _____
SHAWN O'NEILL, Mayor

Attest: _____
Rachelle Denham, City Clerk

Approved as to form:

James M.B. Buzzard, City Attorney

Accepted by Napavine City Council on:
February 13, 2024 _____

Approved by the Napavine Municipal Court
Judge:

MEMORANDUM OF UNDERSTANDING

By and Between

City of Napavine

And

TEAMSTERS UNION LOCAL NO. 252

Affiliated with the International Brotherhood of Teamsters

RE: ARTICLE 17.1 – Court Employees

Pursuant to the request of Teamsters Union Local No. 252, the parties agree to revise Article 17 by adding Section 17.1.3. of the current 2023 - 2025 Collective Bargaining Agreement for the City of Napavine as follows:

Article 17.1.3: Effective January 1, 2024, a monthly stipend of one thousand dollars (\$1,000) shall be paid to the Court Administrator while the Court Administrator's duties include Cities outside of the City of Napavine. If there are changes to the duties or another court employee is hired during the term of the bargaining agreement both parties agree to bargain the effects.

City of Napavine:

FOR THE UNION:

Shawn O'Neill
Mayor

Brian Blaisdell, Secretary / Treasurer
Teamsters Local No. 252

Heather Slusher, Business Agent
Teamsters Local No. 252



Interagency Agreement with

City of Napavine

through

Growth Management Services

Contract Number:

24-63335-025

For

GMA Periodic Update Grant
2025 Jurisdiction (SFY24-SFY25)

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63335-025

Local Government Division Growth Management Services

1. Contractor City of Napavine 407 Birch Ave SW PO Box 810 Napavine, WA 98565		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Bryan Morris Public Works / Community Development Director (360) 262-9344 bmorris@cityofnapavine.com		4. COMMERCE Representative Catherine McCoy Senior Planner Growth Management Services (360) 280-3147 catherine.mccoy@commerce.wa.gov	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # SWV 0002967	12. UBI # 219-001-597	13. UEI # N/A
14. Contract Purpose Grant funding to assist City of Napavine with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget			
FOR CONTRACTOR _____ Shawn O'Neill, Mayor City of Napavine _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in Attachment A - Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-025. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

State Fiscal Year Compensation

COMMERCE will reimburse Contractor a maximum of \$50,000 for State Fiscal Year 2024 (July 1, 2023 - June 30, 2024) and a maximum of \$50,000 for State Fiscal Year 2025 (July 1, 2024 - June 30, 2025).

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update work plan Anticipated completion date: <i>December 15, 2023</i>	\$1,500	\$0	Periodic update work plan
Public participation plan. Anticipated completion date: <i>December 15, 2023</i>	\$3,500	\$0	Public participation plan
Critical areas analysis. Anticipated completion date: <i>March 31, 2024</i>	\$5,000	\$0	Critical Areas Checklist
Draft Critical Areas Ordinance amendment. Anticipated completion date: <i>January 30, 2025</i>	\$10,000	\$10,000	Draft Critical Areas Ordinance
Adopted Critical Areas Ordinance amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$2,000	Adopted Critical Areas Ordinance
Comprehensive plan analysis. Anticipated completion date: <i>March 31, 2024</i>	\$5,000		Comprehensive Plan Checklist
Draft Comprehensive Plan amendment. Anticipated completion date: <i>January 30, 2025</i>	\$15,000	\$15,000	Draft Comprehensive Plan
Adopted Comprehensive Plan amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$2,000	Adopted Comprehensive Plan

Development Regulations analysis. Anticipated completion date: <i>March 31, 2024</i>	\$5,000	\$0	Development Regulations Checklist
Draft Development Regulations Ordinance amendment. Anticipated completion date: <i>January 30, 2025</i>	\$5,000	\$15,000	Draft Development Regulations Ordinance
Adopted Development Regulations Ordinance amendment. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$5,000	Adopted Development Regulations Ordinance
Finding that the periodic update required by RCW 36.70A.130(b) is complete. Anticipated completion date: June 1, 2025	\$0	\$1,000	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete. Notification email from Commerce that adopted ordinance was received.
Total Budget	\$50,000	\$50,000	
Control Number (Total Grant Available)	\$50,000	\$50,000	



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, February 13, 2024

Administrator's Report:

- ❖ **Judge Unzelman and I are requesting approval of the Interlocal Agreement between the City of Napavine and the City of Winlock for Municipal Court Services.**



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, Feb. 13th, 2024

- **Planning Commission Meeting Minutes**
 - Meeting canceled.
- **Project Updates**
 - Scots Industries- Waiting for engineer submittal.
 - TA- Active Construction. Waiting on WSDOT for final off-site (interchange) approval. Tribal artifacts were found on site. Area of tribal artifacts is flagged until DAHP permit can be processed.
 - AT&T Cell Tower- Waiting for a response from AT&T.
- **Mayme Shaddock Park**
 - Active Construction. Currently framing the structure.
- **Rush Road STIP**
 - Currently advertising for RFQ (Request for Qualifications) for a consultant. Closing date is February 13, 2024.
- **Jefferson Station:** Currently in the design stage.
- **Applying for RCO Community Outdoor Athletic Facilities (COAF) Grant**
 - Looking into upgrading existing skate park.
 - Researching Pump Tracks
 - No matching funds required.
- **Operations are normal.**

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



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

To: Mayor and City Council

From: Michelle Whitten, City Treasurer

RE: Treasurer's Report Council Meeting Date: February 13, 2024

Treasurer Report:

- Investments – Municipal Bonds. Last year I got a little more aggressive on purchasing bonds. The city had one come due with a rate of .3%. I was able to purchase 5 bonds with varying maturity dates from February 2024 to September of 2028 and interest rates varying from 3.875% to 5.3%.
 - One of the short term (6 month) bonds is coming due this month (February 8th) and I will be rolling it into a 4.1 year maturity with a rate of 4.07%. Currently the Local Government Investment Pool is at a 5.4% rate with the expectation that it will dip this year into a 4% and next year into 3% range.
 - Current Investments:
 - LGIP - \$422,525.48
 - Umpqua Money Market -\$158,323.53
 - US Bank Bonds - \$1,143,197.52
 -
- TIB Grant Bundle with the 7 other cities. I have billed out \$2,080,893.18 to the cities of Bucoda, Rainier, Tenino, Mossyrock, Toledo, Vader and Winlock. The grant is complete and I am awaiting final payment from 3 of the cities in the amount of \$39,668.38. TIB had loaned Napavine \$1,800,000.00 to front the costs of the project. We are returning \$1,523,337.00 of the loan.

Napavine Police Department Monthly Call Activity Report

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

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

71

JANUARY MONTHLY TOTAL

(As of the end of January 2024)

71

YEAR TO DATE TOTAL 2024