



CITY COUNCIL MEETING AGENDA
Tuesday – April 23, 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

****Public Hearing: Developer's Agreement Industrial Opportunities, LLC - 6:00 PM****

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA – AS PRESENTED**

- VI. APPROVAL OF MEETING MINUTES**
 - 1) Regular Council Meeting – April 09, 2024

- VII. OATH OF OFFICE POLICE OFFICER – SAMUEL PATRICK**

- VIII. STAFF & COUNCIL REPORT**

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

- X. NEW BUSINESS**
 - 1) Vouchers – M. Whitten
 - 2) ORD 657 Complete Streets Program/Policy – B. Morris
 - 3) ORD 658 Developers Agreement Industrial Opportunities, LLC (Vigre) – R. Denham
 - 4) Developers Agreement: Industrial Opportunities, LLC (Vigre) – B. Morris
 - 5) Ord 659 Repeal Board of Adjustment – R. Denham
 - 6) Ord 660 Interim Zoning Ordinance - BOA and City Council – R. Denham
 - 7) Resolution 24-04-147 Surplus Ford F-150 Police Truck – M. Whitten / J. Brockmueller
 - 8) Resolution 24-04-148 Designating Planning Commission NMC 12.15.080, The Complete Streets Ordinance – B. Morris

XI. ADJOURNMENT – CLOSE OF MEETING

Council Meeting is held in person and via Teleconference.

Teleconference Information

Dial-in number (US): (720) 740-9753

Access code: 8460198

To join the online meeting: <https://join.freeconferencecall.com/rdenham8>



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

April 9, 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 Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

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

City staff members present: City Clerk - Rachelle Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD/PW Director - Bryan Morris, and CD/PW Admin Asst – Teri Lopez.

CONSENT/APPROVAL OF AGENDA

MOVED:	Ivan Wiediger	Motion: Approval of Agenda- As Presented.
SECONDED:	Don Webster	
<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 March 26, 2024.
SECONDED:	Duane Crouse	
<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

- Greetings to the council, report, and monthly stats in writing.

Bryan Morris - PW/CD Director

- Report in writing. Additional information: The council should have a design in front of them at the next council meeting for the kitchen sign at Mayme. Teri Lopez shared information about the Yard Debris Disposal Event that will be put on by the city. Flyers for the event have been distributed around town, please spread the word.

Rachelle Denham – Clerk

- Report in Writing. Additional information: Wished Mayor Pro Tem an early Happy Birthday. Updated the council on where things are with the ILA with City of Chehalis regarding sewer rates.

Michelle Whitten – Treasurer

- Report in Writing. Operations are normal.

Dana Williams – Legal Counsel

- Dana is standing in for Jim due to illness. Spoke in general about Hearing Examiner and roles. Mayor O’Neill asked that legal counsel be present at the workshop with Planning Commission and the Council on April 15 at 6pm. Dana commented that the request is noted and will be passed on. Provided handout (RCW) regarding Board of adjustment – Creation- Powers and duties.

Donald Webster – Councilor 3

- The Easter Egg Hunt was wonderful, and the costume was a big hit.

Ivan Wiediger – Councilor 2

- Echoed Councilor Webster that it was a wonderful day with lots of kids and the mascot was a big hit.

Shawn O’Neill – Mayor

- Appreciates the cooperation with the Lions Club and Funtime Festival along with the city working together on the Easter Egg Hunt. The fence is down around the Pavilion and is getting closer to being finished. A lot of people are reserving the park already.

Brent Adams – LCFD Chief

- **Update:** Friday the 12th is the Board of Fire Commissioners meeting where they are inviting citizens to attend at 0800 hours. Resolution 2024-03- Renewing of Expiring EMS Levy will be the same amount of \$0.49 per \$1000 assessed valuation as the last Levy requesting to make the Levy permanent. To value the permanency, the resolution created a transportation forgiveness program. Resulting the Levy will cover transport fees not covered by insurance and or third-party coverages to any resident or taxpayer of this district and transported by LCFD 5. Should the Resolution be adopted the board will be seeking those to chair the FOR Committee and members to chair AGAINST Committee. If interested to serve on either committee you will need to complete an appointment form which will be available at the meeting or email badams@lcfpd5.com . A workshop meeting will take place after the Commissioners meeting on Strategic Planning. Open House Event will take place on Saturday at the fire hall, 10am.

Planning Commission – Deborah Graham

- Three members from the Planning Commission attended the Peter Abbarno & Ed Orcutt Kick Off Event on Tuesday morning. For the benefit of the City of Napavine and businesses located at Exit 72 hoping to continue the conversation improving the interchange with Peter and Ed regarding funding and grant opportunities. Mayor O’Neill mentioned that he received an email from Ed Orcutt’s rep about a meeting and meeting dates still need to be confirmed.

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

- NONE

NEW BUSINESS

VOUCHERS- M. WHITTEN

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

Accounts Payable	92	30	147,935.82	38919-22/25-50
Payroll Vendors	2	2	1,238.00	38923-24
Electronic Payments	8	8	569.12	EFT*20240401-3/11-14
Electronic Payroll	6	6	50,194.58	EFT*20240404-9
ACH Direct Deposit	17	17	37,991.03	Direct Deposit 4/05/2024
Total Vouchers	125	63	237,928.55	
Void Check 38918 \$301.87 Computer error			237,626.68	

MOVED:	Don Webster	Motion: Approval of the Vouchers dated April 2024 First Council Meeting 4/9/2024.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ILA COURT SERVICES MOSSYROCK – R. DENHAM

MOVED:	Brian Watson	Motion: Approve ILA Court Services with Mossyrock.
SECONDED:	Heather Stewart	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

ILA COURT SERVICES MORTON – R. DENHAM

MOVED:	Ivan Wiediger	Motion: Approve ILA Court Services with Morton.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

STAKEHOLDERS COMMITTEE INFO FOR COMP PLAN UPDATE – T. LOPEZ

MOVED:	Don Webster	Motion: To make Ivan do it. Councilor Wiediger volunteered to serve on the stakeholders committee.
SECONDED:	Brian Watson	
<i>Discussion: Teri asked to spread the word that we need community members to join the committee. The information was presented to the school board, but Teri has not received a response. Brandon Barnes is waiting to discuss this with the school board before he knows if he'll be serving as a community member or representing the school. Deborah Graham asked when the deadline is, and Teri responded April 30th. Teri will discuss this at the Planning Commission Meeting as well.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

WORKSHOP W/PLANNING COMMISSION ON 4/15 @ 6PM TO DISCUSS HEARING EXAMINER – D. GRAHAM

MOVED:	Ivan Wiediger	Motion: Schedule Workshop on 4/15 at 6pm with Planning Commission.
SECONDED:	Heather Stewart	
<i>Discussion: Councilor Stewart asked for a copy of what Dana brought with him. Dana provided copies.</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 6:26p.m.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried; 5 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/G9mlqx1VtR> .

Respectfully submitted,

Rachelle Denham, City Cler

Shawn O’Neill, Mayor

Councilor



Voucher Report April 23, 2024

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
Reference Number: 38952 2624572	Home Depot Credit Services 3/25/2024	\$63.97	\$63.97 2x6x10 outdoor wood
Reference Number: 38953 2024 04/11 Payment	Napavine Municipal Court 4/15/2024	\$100.00	\$100.00 payment to wrong bank account
Reference Number: 38954 Child Support - 15126	Office of Support Enforcement 4/18/2024	\$203.00	\$203.00
Reference Number: 38955 INV-2-37259 INV-2-37451	911 Supply Public Safety Gear & Apparel 4/8/2024 4/16/2024	\$356.67	\$274.68 Patrol Uniforms 8" Boot Patrick \$81.99 Patrol Uniforms 4 badge holders
Reference Number: 38956 36-51-643321-0	ALS Environmental 4/2/2024	\$185.00	\$185.00 5 Samples EPA IOC
Reference Number: 38957 0020175	BHC Consultants 4/2/2024	\$49,447.42	\$49,447.42 2024 02/24-03/22
Reference Number: 38958 INV201759 INV201760	Capital Business Machines 4/8/2024 4/8/2024	\$302.57	\$206.91 2024 03/01-03/31 Copies CH \$95.66 2024 03/01-03/31 PD/Court copies
Reference Number: 38959 2024-03*RWWTP	City of Chehalis 4/9/2024	\$14,043.00	\$14,043.00 2024 March Monthly Sewer Treatment
Reference Number: 38960 2024 Mar Utility Tax	City of Napavine 4/15/2024	\$884.64	\$884.64 2024 Mar-Water/ Sewer Service Utility Tax
Reference Number: 38961 1100655	CT Publishing LLC dba The Chronicle 4/4/2024	\$70.69	\$6.53 PH Industrial Opp

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
1176603	4/1/2024	\$64.16	Rush Rd Stip
Reference Number: 38962	Daily Journal of Commerce	\$902.70	
3398444	4/15/2024	\$902.70	STIP Rush Rd Engineering
Reference Number: 38963	Economic Alliance of Lewis County	\$250.00	
2024 Membership Economic Alliance	4/5/2024	\$250.00	2024 Membership Economic Alliance
Reference Number: 38964	General Pacific Inc	\$1,838.62	
1489843	4/3/2024	\$1,838.62	12- 5/8 meters
Reference Number: 38965	H. D. Fowler Company	\$1,271.51	
O8054667	4/9/2024	\$1,271.51	6- angle ball valves
Reference Number: 38966	Jackson Civil Engineering LLC	\$18,192.00	
0016-27-07	4/10/2024	\$5,814.50	Jefferson Station Eng 2/13-3/22
0016-30-05	4/10/2024	\$840.00	Complete Streets Field Verification
0016-34-02	4/10/2024	\$9,970.00	TIB 2nd Ave Overlay
0016-35-03	4/10/2024	\$1,567.50	Comp Plan Grant 2/26-3/20
Reference Number: 38967	JJ Sauter Trucking	\$582.66	
3462	4/11/2024	\$582.66	85 Dump Trk air leak, batteries
Reference Number: 38968	Kim Alexander	\$200.00	
2024*Apr Civil Service	4/18/2024	\$200.00	2024*Apr Civil Service
Reference Number: 38969	Kolano's Automotive	\$160.87	
42193	4/18/2024	\$160.87	Service, lube, oil, filters, parts
Reference Number: 38970	Lacie Dewitt	\$242.35	
2024 MPA Conference	4/15/2024	\$242.35	MPA Conf. Vancouver WA
Reference Number: 38971	LCSO-Corrections Bureau	\$11.78	
2024 Mar Prisoner Medical	4/9/2024	\$11.78	2024 Mar Medical Prisoner

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Reference	Date	Amount	Notes
Reference Number: 38972 4836586S185	Lemay Mobile Shredding 4/1/2024	\$65.00	\$65.00 PD 65 gallon Shred
Reference Number: 38973 8839	Lewis County Animal Shelter 4/4/2024	\$300.00	\$300.00 1 male husky/1 retr lab
Reference Number: 38974 41161 41181	Lewis County Fleet Svs. 4/2/2024 4/4/2024	\$734.56	\$591.48 2018 Ford 150 Spark plugs \$143.08 22 Dodge Durango oil change
Reference Number: 38975 8827	Lewis County Public Health Department 4/3/2024	\$516.00	\$516.00 12 Water testing
Reference Number: 38976 104755010*2024 Apr 104755026*2024 Apr 124227002*2024 Apr 128578001*2024 Apr 128578002*2024 Apr	Lewis County PUD 3/29/2024 3/29/2024 3/29/2024 3/29/2024 3/29/2024	\$638.58	\$29.87 2/21-3/20 Hamilton Rd Sewer pump \$35.14 2/21-3/20 Koontz Rd It \$502.77 2/21-3/20 Well #6 \$39.63 2/21-3/20 Rush Rd Lt \$31.17 2/21-3/20 Hamilton Rd It
Reference Number: 38977 2024*March Evidence	Lewis County Sheriffs Office 4/18/2024	\$713.71	\$713.71 2024- Mar Evidence Handling
Reference Number: 38978 2024*March CV	Lewis County Treasurer 4/16/2024	\$49.27	\$49.27 2024 - March Court Remittance
Reference Number: 38979 464	Minuteman Press 4/16/2024	\$116.86	\$116.86 4- Coroplast signs Cleanup
Reference Number: 38980 MMI156543	Modern Marketing 4/12/2024	\$539.15	\$539.15 250 coloring books
Reference Number: 38981	Mountain Mist	\$31.50	

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Reference	Date	Amount	Notes
005926888	4/1/2024	\$31.50	5 gal water jugs PD/court
Reference Number: 38982	Napavine ASB	\$190.00	
12541	4/18/2024	\$90.00	4- Park signs Mayme
2023-24 Napavine Yearbook	4/18/2024	\$100.00	2023-24 Napavine Yearbook
Reference Number: 38983	Palmer Lumber	\$181.13	
154110	4/17/2024	\$181.13	4-4x4x8
Reference Number: 38984	Petek & Associates	\$385.00	
2363	4/10/2024	\$385.00	Psych Eval S Patrick
Reference Number: 38985	Power Shop	\$105.62	
438863	4/17/2024	\$105.62	Belt
Reference Number: 38986	Providence Hospital/cent	\$16.00	
2024*Mar Blood handling	4/5/2024	\$16.00	2024*Mar Blood handling
Reference Number: 38987	Quill Corporation	\$279.99	
37875043	3/25/2024	\$112.19	harwound Paper towel/Charm TP
37958809	3/29/2024	\$119.26	Dry Erase Board/Lint Roller PD
38025795	4/3/2024	\$48.54	5 reams paper PD
Reference Number: 38988	Sarah Berry c/o Duane Elwood	\$147.00	
2024 04 LEOFF 1 Medical	4/8/2024	\$147.00	2024 04 LEOFF 1 Medical
Reference Number: 38989	State Auditor's Office	\$1,641.38	
L160534	4/9/2024	\$1,641.38	Accountability/Financial Audit 2020-2022
Reference Number: 38990	State Treasurer's Office	\$1,939.88	
2024*March State Remit	4/16/2024	\$1,939.88	2024*March State Remit
Reference Number: 38991	Sweeny's Ace Hardware	\$312.02	

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
925335	3/21/2024	\$17.25	33 Gal Garbage Bags Clean Up
925896	3/28/2024	\$14.02	Gorilla Tape
Invoice 923601 - 3/04/2024	3/4/2024	\$7.54	Battery ALKN AA 4 Pack
Invoice 923606 - 3/04/2024	3/4/2024	\$23.73	LED A19 E26 WW 15W 6PK
Invoice 924248 - 3/11/2024	3/11/2024	\$5.36	Concrete Mix 56 bags on pallet
Invoice 924261 - 3/11/2024	3/11/2024	\$5.36	Concrete Mix 56 bags on pallet
Invoice 924386 - 3/13/2024	3/13/2024	\$4.94	LAG Eye Bolt 1/4"x3
Invoice 924459 - 3/13/2024	3/13/2024	\$5.36	Concrete Mix 56 bags on pallet
Invoice 925050 - 3/18/2024	3/18/2024	\$42.06	Wash Nozzle/Molded Grip Lance 36"
Invoice 925168 - 3/19/2024	3/19/2024	\$3.43	Wire Rope Clip 3/16", 1/4 GALV
Invoice 925202 - 3/20/2024	3/20/2024	\$2.23	MIS Fasteners
Invoice 925238 - 3/20/2024	3/20/2024	\$12.94	CHISL NozzL4 5X15DEG YLW
Invoice 925267 - 3/20/2024	3/20/2024	\$10.97	KeyBlank Padlock CP1
Invoice 925291 - 3/21/2024	3/21/2024	\$4.31	PTO LOCK PIN ROUND 0.25"
Invoice 925297 - 3/21/2024	3/21/2024	\$8.61	Term RNG INS 12-10G3/8SD/UBOLT
Invoice 925316 - 3/21/2024	3/21/2024	\$16.90	Wire Primary 12GA11" Red/Black
Invoice 925327 - 3/21/2024	3/21/2024	\$16.90	Wire Primary 12GA11" Red/Black
Invoice 925385 - 3/22/2024	3/22/2024	\$19.41	SOLDER 40/60 Rosin Genrl
Invoice 925417 - 3/22/2024	3/22/2024	\$26.95	Clorox Wipes/Contractor Bag 55G 15PK
Invoice 925638 - 3/25/2024	3/25/2024	\$10.92	1 1/2" Star Drive Screws/2 IN #25 Torx
Invoice 925745 - 3/26/2024	3/26/2024	\$23.72	DW Screws #8X2/Grade Stake 1x2x18
Invoice 925787 - 3/27/2024	3/27/2024	\$29.11	Cabletie 8" & 14" 75# BLK 100PK
Reference Number: 38992	The Farm Store	\$493.35	
J07582	4/17/2024	\$493.35	2 Glystar + & 2 Crossbow
Reference Number: 38993	Toledotel	\$351.33	
10047655	4/1/2024	\$351.33	2024 April 1-30 Phone
Reference Number: 38994	Travers Electric	\$17,949.17	
150048	4/11/2024	\$17,949.17	2nd & Jefferson CIAW Claim C2430

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Reference	Date	Amount	Notes
Reference Number: 38995	Tree Top Products	\$1,526.50	
INVTRE26714	4/16/2024	\$1,526.50	1 ADA picnic table
Reference Number: 38996	US Bank Corp Payment Syst	\$3,910.14	
00000916 Accredited Safety Taser Weapons	3/13/2024	\$614.00	Black Taser X26 Refurbished Law
006940 Soft Touch	3/6/2024	\$12.45	PD Car Wash
007345 Soft Touch	3/16/2024	\$16.60	PD Car Wash
033897 Walmart	3/23/2024	\$5.70	8.5X11 Frame
05482 WMCA	4/2/2024	\$100.00	WMCA member renewal
0688923 HACH	3/18/2024	\$280.54	DPD Fee Chlorine Reagent Powder
10954 Washington Secretary of State	3/22/2024	\$134.23	2 USA Flags Nylon/1 WA State Flag Nylon
111-1399889-7071464 Amazon	3/7/2024	\$69.09	Clerks Office, Keyboard & Mouse
111-1945157-8502662 Amazon	3/7/2024	\$30.20	2-security camera signs
111-3270643-1241850 Amazon	3/7/2024	\$86.31	Taser Extended Digital Power Magazine
112-86446967-2849848 Amazon	3/26/2024	\$117.38	Sandwhich Boards for PW office
113-1047739-6795413 Amazon	3/21/2024	\$85.24	PW Shop office supplies
113-1897352-2984204 Amazon	4/4/2024	\$168.30	Weed Barrier Landscape Fabric materials
113-3156169-4690621 Amazon	3/29/2024	\$763.80	Street Light Bulbs
113-3443597-2541000 Amazon	3/19/2024	\$39.46	DYMO labels for label printers
113-5127785-1121819 Amazon	3/22/2024	\$118.57	PW Lights
113-5974953-8210614 Amazon	3/29/2024	\$43.41	Bic Pens/Memo book/restroom sign
2024 0405 Walmart - DISPUTED CLAIM	4/18/2024	\$161.84	DISPUTED CLAIM
2024 Remote PC Court	4/18/2024	\$31.83	Charge for Consumer 1 company yearly
2024*3/16 Soft Touch	3/16/2024	\$16.60	Nichols Car Wash
230 United Postal Service	3/11/2024	\$18.40	Garden Corsage QTY 20
33487 Staples	3/22/2024	\$7.56	Stamp Refill BLK 2
358067 MailPlus	3/8/2024	\$188.96	PW Water Samples
380912 Red Lion Hotel	3/22/2024	\$338.94	Conference Stay at Red Lion Hotel
584074670473397 Annie's Napavine Country	3/14/2024	\$18.29	Training - Ice/Water
751338 Tractor Supply	3/18/2024	\$216.39	Remco Pump 5.3 GPM 60 PSI 12V
751588 Tractor Suppy (Refund)	3/19/2024	(\$54.10)	Defective Merchandise
75220219 Free Conference Call	4/15/2024	\$3.25	file storage 4/15/24-5/14/24

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Reference	Date	Amount	Notes
9058089 Chevron	3/15/2024	\$83.73	Chevron Fuel
9919939913 Staples	3/12/2024	\$16.71	Staples Thermal Laminating
9919939913 Staples (Refund)	3/12/2024	(\$8.10)	Staples Refund Order #9919939913
9919971357 Staples	3/14/2024	\$29.53	Lexar JumpDrive S60 64GB USB 2.0
INV250026119 Zoom	3/27/2024	\$17.03	Zoom Court Hearings
O2V88M3BVD Washington Certification	3/13/2024	\$87.00	Waterworks Exam Application - Brandon
O2V88M3LJY Washington Certification Services	3/13/2024	\$51.00	Waterworks Esam Application - Max
Reference Number: 38997	US Bank NA Cincinnati	\$34.00	
2024 MAR Bond fees	4/15/2024	\$34.00	2024 - Mar Bond Fee
Reference Number: 38998	Vision Municipal Solution	\$1,717.48	
09-14354	3/31/2024	\$1,691.43	Desktop CD Admin asst
09-14370	3/31/2024	\$26.05	email set up SPatrick
Reference Number: April 1-15, 2024	Payroll Vendor	\$37,680.67	
ACH Pay - 15125	4/18/2024	\$3,435.28	
ACH Pay - 15126	4/18/2024	\$1,985.11	
ACH Pay - 15127	4/18/2024	\$1,693.07	
ACH Pay - 15128	4/18/2024	\$2,525.94	
ACH Pay - 15129	4/18/2024	\$2,479.80	
ACH Pay - 15130	4/18/2024	\$2,407.00	
ACH Pay - 15131	4/18/2024	\$2,118.25	
ACH Pay - 15132	4/18/2024	\$1.68	
ACH Pay - 15133	4/18/2024	\$1,644.19	
ACH Pay - 15134	4/18/2024	\$2,595.50	
ACH Pay - 15135	4/18/2024	\$3,048.81	
ACH Pay - 15136	4/18/2024	\$2,006.69	
ACH Pay - 15137	4/18/2024	\$2,657.54	
ACH Pay - 15138	4/18/2024	\$1,671.77	
ACH Pay - 15139	4/18/2024	\$2,800.71	
ACH Pay - 15140	4/18/2024	\$2,465.57	
ACH Pay - 15141	4/18/2024	\$2,143.76	

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Reference	Date	Amount	Notes
Reference Number: EFT*20240414	Dept of Licensing Firearms Desk	\$18.00	
NV0000093 Hoffman	3/30/2024	\$18.00	NV0000093 Hoffman
Reference Number: EFT*20240415	Invoice Cloud Inc	\$190.00	
3636-2024_3	3/31/2024	\$190.00	2024 March Bill Portal fee
Reference Number: EFT*20240416	Dept of Revenue	\$670.72	
2024*Mar Excise Tax	4/15/2024	\$670.72	2024*Mar Excise Tax
Reference Number: EFT*20240417	Dept of Retirement Systems	\$8,228.63	
Emp Rtmt - 15125	4/18/2024	\$269.59	
Emp Rtmt - 15126	4/18/2024	\$300.92	
Emp Rtmt - 15127	4/18/2024	\$222.99	
Emp Rtmt - 15128	4/18/2024	\$189.66	
Emp Rtmt - 15129	4/18/2024	\$340.34	
Emp Rtmt - 15130	4/18/2024	\$340.93	
Emp Rtmt - 15131	4/18/2024	\$273.29	
Emp Rtmt - 15132	4/18/2024	\$10.64	
Emp Rtmt - 15133	4/18/2024	\$219.08	
Emp Rtmt - 15134	4/18/2024	\$203.35	
Emp Rtmt - 15135	4/18/2024	\$432.99	
Emp Rtmt - 15136	4/18/2024	\$277.58	
Emp Rtmt - 15137	4/18/2024	\$207.54	
Emp Rtmt - 15138	4/18/2024	\$213.41	
Emp Rtmt - 15139	4/18/2024	\$198.80	
Emp Rtmt - 15140	4/18/2024	\$347.14	
Emp Rtmt - 15141	4/18/2024	\$272.81	
Taxable Retirement - 15125	4/18/2024	\$432.25	
Taxable Retirement - 15126	4/18/2024	\$200.83	
Taxable Retirement - 15127	4/18/2024	\$148.82	
Taxable Retirement - 15128	4/18/2024	\$304.09	
Taxable Retirement - 15129	4/18/2024	\$227.13	
Taxable Retirement - 15130	4/18/2024	\$227.53	

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
Taxable Retirement - 15131	4/18/2024	\$182.38	
Taxable Retirement - 15132	4/18/2024	\$7.10	
Taxable Retirement - 15133	4/18/2024	\$146.20	
Taxable Retirement - 15134	4/18/2024	\$326.04	
Taxable Retirement - 15135	4/18/2024	\$288.96	
Taxable Retirement - 15136	4/18/2024	\$185.25	
Taxable Retirement - 15137	4/18/2024	\$332.77	
Taxable Retirement - 15138	4/18/2024	\$142.42	
Taxable Retirement - 15139	4/18/2024	\$318.75	
Taxable Retirement - 15140	4/18/2024	\$254.98	
Taxable Retirement - 15141	4/18/2024	\$182.07	
Reference Number: EFT*20240418	Dept of Treasury Internal Revenue Servi	\$7,787.08	
Federal Income Tax - 15125	4/18/2024	\$766.32	
Federal Income Tax - 15126	4/18/2024	\$378.53	
Federal Income Tax - 15127	4/18/2024	\$149.96	
Federal Income Tax - 15128	4/18/2024	\$508.83	
Federal Income Tax - 15129	4/18/2024	\$388.46	
Federal Income Tax - 15130	4/18/2024	\$299.70	
Federal Income Tax - 15131	4/18/2024	\$347.73	
Federal Income Tax - 15132	4/18/2024	\$0.00	
Federal Income Tax - 15133	4/18/2024	\$212.20	
Federal Income Tax - 15134	4/18/2024	\$539.88	
Federal Income Tax - 15135	4/18/2024	\$683.39	
Federal Income Tax - 15136	4/18/2024	\$179.22	
Federal Income Tax - 15137	4/18/2024	\$559.14	
Federal Income Tax - 15138	4/18/2024	\$220.06	
Federal Income Tax - 15139	4/18/2024	\$333.50	
Federal Income Tax - 15140	4/18/2024	\$474.22	
Federal Income Tax - 15141	4/18/2024	\$169.74	
Medicare - 15125 (1)	4/18/2024	\$74.13	
Medicare - 15125 (2)	4/18/2024	\$74.13	

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
Medicare - 15126 (1)	4/18/2024	\$45.79	
Medicare - 15126 (2)	4/18/2024	\$45.79	
Medicare - 15127 (1)	4/18/2024	\$33.93	
Medicare - 15127 (2)	4/18/2024	\$33.93	
Medicare - 15128 (1)	4/18/2024	\$52.20	
Medicare - 15128 (2)	4/18/2024	\$52.20	
Medicare - 15129 (1)	4/18/2024	\$51.78	
Medicare - 15129 (2)	4/18/2024	\$51.78	
Medicare - 15130 (1)	4/18/2024	\$51.87	
Medicare - 15130 (2)	4/18/2024	\$51.87	
Medicare - 15131 (1)	4/18/2024	\$41.58	
Medicare - 15131 (2)	4/18/2024	\$41.58	
Medicare - 15132 (1)	4/18/2024	\$1.62	
Medicare - 15132 (2)	4/18/2024	\$1.62	
Medicare - 15133 (1)	4/18/2024	\$33.33	
Medicare - 15133 (2)	4/18/2024	\$33.33	
Medicare - 15134 (1)	4/18/2024	\$55.70	
Medicare - 15134 (2)	4/18/2024	\$55.70	
Medicare - 15135 (1)	4/18/2024	\$65.88	
Medicare - 15135 (2)	4/18/2024	\$65.88	
Medicare - 15136 (1)	4/18/2024	\$42.23	
Medicare - 15136 (2)	4/18/2024	\$42.23	
Medicare - 15137 (1)	4/18/2024	\$56.97	
Medicare - 15137 (2)	4/18/2024	\$56.97	
Medicare - 15138 (1)	4/18/2024	\$32.47	
Medicare - 15138 (2)	4/18/2024	\$32.47	
Medicare - 15139 (1)	4/18/2024	\$54.29	
Medicare - 15139 (2)	4/18/2024	\$54.29	
Medicare - 15140 (1)	4/18/2024	\$52.82	
Medicare - 15140 (2)	4/18/2024	\$52.82	
Medicare - 15141 (1)	4/18/2024	\$41.51	
Medicare - 15141 (2)	4/18/2024	\$41.51	

April 2024 Second Council Meeting

Reference	Date	Amount	Notes
Reference Number: EFT*20240419	Dept of Licensing Firearms Desk	\$72.00	
NV0000094 Taitague	4/12/2024	\$18.00	NV0000094 Taitague
NV0000095 Berca	4/12/2024	\$18.00	NV0000095 Berca
NV0000096 Dewitt	4/12/2024	\$18.00	NV0000096 Dewitt
NV0000097 Dewitt	4/12/2024	\$18.00	NV0000097 Dewitt
	TOTAL	\$178,841.17	

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

Accounts Payable	116	46	123,991.07	38952-53/55-98
Payroll Vendors	1	1	203.00	38954
Electronic Payments	7	4	950.72	EFT*20240414-16/19
Electronic Payroll	2	2	16,015.71	EFT*20240417-18
ACH Direct Deposit	17	17	37,680.67	Direct Deposit 4/20/2024
Total Vouchers	143	70	\$178,841.17	

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 - Rachele Denham: _____

DATED THIS DAY OF , 2024

ORDINANCE NO. 657

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, ADOPTING CHAPTER 12.15 OF THE CITY OF NAPAVINE MUNICIPAL CODE TO ESTABLISH A “COMPLETE STREETS” PROGRAM FOR THE PURPOSE OF PROVIDING SAFE ACCESS AND ACCOMMODATIONS TO ALL USERS INCLUDING BICYCLISTS, PEDESTRIANS, MOTORISTS AND PUBLIC TRANSPORTATION USERS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

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

WHEREAS, the city of Napavine Comprehensive Plan addresses the need for new streets to provide transportation for all modes of travel; and

WHEREAS, in order to ensure that the city’s Comprehensive Plan vision is implemented, adoption of a new chapter to address the criteria and procedures for Complete Streets is necessary; and

WHEREAS, in 2011, the Washington State Legislature passed the Complete Streets Bill (ESHB 1071), creating a complete streets grant program to encourage street designs that safely meet the needs of all users and also protect and preserve a community’s environment and character; and

WHEREAS, to be eligible for a grant, RCW 47.04.320(2)(b) requires local governments to adopt a jurisdiction-wide complete streets ordinance; and

WHEREAS, adopting a complete streets ordinance will qualify the city of Napavine to apply for the state complete streets grant program, when it is funded by the Legislature; and

WHEREAS, the Council desires to create a new chapter 12.15 NMC as set forth herein.

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

Section 1. Chapter 12.15 of the Napavine Municipal Code is hereby created to read as follows:

Chapter 12.15

COMPLETE STREETS POLICY

Sections:

- 12.15.010 Purpose.
- 12.15.020 Definitions.
- 12.15.030 Exceptions.
- 12.15.040 Projects.
- 12.15.050 Network.
- 12.15.060 Freight/truck routes.
- 12.15.070 Intergovernmental coordination.
- 12.15.080 Best practice criteria.
- 12.15.090 Performance standards.
- 12.15.100 Implementation.

Section 2. 12.15.010 Purpose.

- (1) The city of Napavine shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the city of Napavine shall identify cost effective opportunities to include complete streets practices.
- (2) The vision of Napavine is a community in which all users regardless of age, ability, or preferred mode of travel can safely and efficiently use the public right-of-way to meet their transportation needs.

Section 3. 12.15.020 Definitions.

- (1) “Complete Street” means a road that is designed to be safe and accessible for all transportation users including drivers, bicyclists, transit users, freight, emergency service providers, and pedestrians of all ages and abilities.
- (2) “Complete street infrastructure” means design features that contribute to a safe, convenient, and comfortable travel experience for users, including but not limited to features such as: sidewalks; share use paths; bicycle lanes; automobile lanes; paved shoulders; landscaping; curbs; accessible curb ramps; bulb-outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; traffic calming devices; surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; and raised medians.
- (3) “Street” means any public right-of-way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network, that is open for use by the general public.
- (4) “Street project” means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street and includes the planning, design, approval, and implementation processes.
- (5) “Users” means individuals that use streets, including pedestrians, bicyclists, motorists, and public transportation riders and drivers.

Section 4. 12.15.030 Exceptions.

- (1) Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided when:
 - a. A documented absence of current or future need exists;
 - b. Nonmotorized uses are prohibited by law;
 - c. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping, chip seal, seal coats, and spot repair;
 - d. The cost would be disproportionate to the current need or probable future uses;
 - e. Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
 - f. In instances where a documented exception is **reviewed by the Planning Commission and** subsequently granted by the council.
- (2) The exceptions in subsections (1)(a) through (f) of this section require documentation and supporting data to be approved by the city council.

Section 5. 12.15.040 Projects.

Those involved in planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This shall apply to new construction, reconstruction, and rehabilitation. Community engagement will be encouraged during project planning and development.

Section 6. 12.15.050 Network.

Projects should enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, downtown, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by other associated groups such as Lewis County.

Section 7. 12.15.060 Freight/truck routes.

Because freight is important to the overall economy of Napavine and has unique right-of-way needs to support that role, freight will be the major priority on streets classified as truck routes. Complete street improvements that are consistent with freight mobility but also support other modes and user needs shall be considered for truck routes.

Section 8. 12.15.070 Intergovernmental coordination.

It is a goal of the city of Napavine to foster partnerships with all Washington State transportation agencies including the Washington State Department of Transportation (WSDOT), the Federal Highway Administration, Lewis County, Napavine School District, and any funding agency to implement the complete streets ordinance.

Section 9. 12.15.080 Best practice criteria.

The city council or designee shall modify, develop, and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), and National Association of City Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

Section 10. 12.15.090 Performance standards.

The city of Napavine shall put into place performance standards with measurable benchmarks to continuously evaluate the complete streets ordinance for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of bicycle facilities or sidewalks, public participation, number of ADA accommodations built, number of ADA accommodations retrofitted, and number of exemptions from this policy approved.

Section 11. 12.15.100 Implementation.

This policy will primarily be implemented and reviewed during the annual development of the city’s six-year transportation improvement plan (STIP). The city will also work to incorporate complete streets principles into the Comprehensive plan and associated documents.

Section 12. Severability Clause.

If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional in a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 13. Effective date.

This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 14. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the City Council of the City of Napavine, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting this _____ day of _____, 2024.

Shawn O’Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: ____ / ____ / ____

Publication Date: ____ / ____ / ____

Effective Date: ____ / ____ / ____

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 658

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH INDUSTRIAL OPPORTUNITIES LLC, GOVERNING DEVELOPMENT OF A PARCEL IN THE CITY LIMITS OF THE CITY OF NAPAVINE; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

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

WHEREAS, the City is authorized to enter into and execute a development agreement with a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, Industrial Opportunities LLC is the owner of property located at 186 A Estep Rd, Napavine, WA, Napavine, Lewis County, Washington, all of which is located within the City limits (hereinafter referred to as the “Property”) and described as follows:

Lot 2 Of Short Plat No. 0109-17 Recorded September 28, 2017 Under Auditor's File No. 3472789, Being A Portion Of The Northeast Quarter Of The Northeast Quarter Of Section 26, Township 13 North, Range 2 West, W.M. Lewis County, Washington

WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the “Development Agreement”), relates to the development of the Property; and

WHEREAS, Industrial Opportunities LLC intends to install a septic on the subject Property in accordance with the City’s Development Regulations and applicable zoning (the “Development”); and

WHEREAS, pursuant to RCW 36.70B.170(4) a Development Agreement may obligate a party to fund or provide services of infrastructure or other facilities. A Development Agreement shall reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and

WHEREAS, the parties agree that if the subject property comes within 200 feet of the public sewer system, the Developer will connect to said public sewer system at its own cost; and

WHEREAS, the Council desires to enter into a development agreement with Industrial Opportunities LLC as set forth herein.

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

Section 1. Development Agreement. The City Mayor or his designee is hereby authorized to execute a Development Agreement with Industrial Opportunities LLC, pursuant to the provisions of Chapter 36.70B RCW to govern development of a parcel of real property located in the city limits of the City of Napavine, a copy of which Development Agreement is attached hereto as Exhibit A and made a part hereof by this reference.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 4. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this _____ day of April, 2024.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF NAPA VINE AND INDUSTRIAL
OPPORTUNITIES LLC FOR SEPTIC
INSTALLATION AND FUTURE SEWER USE**

THIS DEVELOPMENT AGREEMENT is made and entered into this __ day of _____, 2024, by and between the City of Napavine, a noncharter code city and Washington municipal corporation, hereinafter the “City,” and INDUSTRIAL OPPORTUNITIES LLC, a (limited liability company) organized under the laws of the State of Washington, hereinafter the “Developer.”

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the “Development Agreement”), relates to the real property located at: 186 A Estep Rd, Napavine, WA (hereinafter the “Property”); and

WHEREAS, the following events have occurred in the processing of the Developer’s application:

- a) After a public hearing, by Ordinance No. _____, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

NOW, THEREFORE, the parties hereto agree as follows:

General Provisions

Section 1. The Project. The Project is the installation and use of a septic system or a private sewage disposal system on the Property in the City of Napavine.

Section 2. The Subject Property. The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- a) "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.
- b) "Council" means the duly elected legislative body governing the City of Napavine.
- c) "Design Guidelines" means the Napavine Design Manual, as adopted by the City.
- d) "Development Regulations" means the ordinances adopted by the City Council of Napavine including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Development Regulation does not include non-land use regulations, which includes taxes and impact fees.
- e) "Director" means the City's Community Development Director or Director of Planning and Building.
- f) "Effective Date" means the effective date of the Adopting Ordinance.
- g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Napavine in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.
- h) "Landowner" or is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.

- i) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property.

Section 5. Parties to Development Agreement. The parties to this Agreement are:

- a) The "City" is the City of Napavine, 407 SW Birch Ave, Napavine, WA 98565.
- b) The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 186 A Estep Rd., Napavine, WA 98565.
- c) The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of **10 years** unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms, and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Financing of Public Facilities.

- a) Developer acknowledges and agrees that it shall construct all improvements for sewer services from the city main to the property at their sole cost and/or expense. These improvements shall be built consistent with the standards contained in the City of Napavine code specifications. Sewer service shall begin after the inspection of the service lines.
- b) At the request of the Developer, the City shall pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands and improvements to serve the Subject Property, whether located within or outside the Subject Property. To the extent allowed by law, the City shall address any reimbursement mechanism to Developer for expenses incurred by Developer associated with the Sewer Services, subject to the City's ordinances and State law.

Section 13. Existing Land Use Fees. Land use fees adopted by the City of Napavine by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

Section 14. Public Sewer Connection. Developer acknowledges and agrees that the buildings located on the Property shall be connected to a private sewage disposal system complying with the ordinances of the Lewis county health district. At such time as public sewer becomes available to the Property, at any time including, without limitation, after the Property is serviced by a private sewage disposal system, as provided in Section 13.08.040 of the Napavine Municipal Code, a direct connection shall be made to the public sewer in compliance with the Napavine Municipal Code, Design Guidelines, or other Development Regulations in effect at that time, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material as to prevent the same from settling or collapsing. Nothing contained herein shall invalidate or affect any other prior development agreement.

Section 15. Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands required to complete connection to the public sewer ninety (90) days prior to the Sewer Connection.

Section 16. Default.

- a) Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Napavine Municipal Code for violations of this Development Agreement and the Code.

Section 17. Annual Review. The City may, at any time during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 18. Termination. This Agreement shall expire and/or terminate as provided below:

- a) This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.
- b) This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has fully connected to public sewer, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

Section 19. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the

terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 20. *Effects upon Termination on City.* Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 21. *Assignment and Assumption.* The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 22. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 23. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property.

Section 24. *Releases.* Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 25. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 26. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Sewer project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 27. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Lewis County Superior Court.

Section 28. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 29. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 30. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of

the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

INDUSTRIAL OPPORTUNITIES LLC

By Rick Ujre

Date: 3-25-2024

Its Owner

CITY OF NAPAVINE

By _____

Date: _____

Its Mayor

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

City Attorney

EXHIBIT A

LOT 2 OF SHORT PLAT NO. 0109-17 RECORDED SEPTEMBER 28, 2017 UNDER
AUDITOR'S FILE NO. 3472789, BEING A PORTION OF THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 2 WEST,
W.M. LEWIS COUNTY, WASHINGTON

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 659

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, REPEALING NAPAVINE MUNICIPAL CODE CHAPTER 2.34; REPEALING THE BOARD OF ADJUSTMENT; REPEALING ORDINANCE NO. 234 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

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

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

WHEREAS, Chapter 2.34 is entitled “BOARD OF ADJUSTMENT”; and

WHEREAS, Ordinance No. 234, as codified at Chapter 2.34 of the Napavine Municipal Code, was enacted in 1996; and

WHEREAS, Ch. 2.34 NMC violates RCW 35A.63.110; and

WHEREAS, the Council desires to repeal Chapter 2.34 NMC as set forth herein.

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

Section 1. Ordinance No. 234 enacted in 1996, as codified at Chapter 2.34 of the Napavine Municipal Code, is hereby repealed in its entirety.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 23rd day of April, 2024.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2024

Publication Date: _____/2024

Effective Date: _____/2024

CITY OF NAPAVINE, WASHINGTON
ORDINANCE NO. 660

AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON, ADOPTING INTERIM LAND USE REGULATIONS AND OFFICIAL CONTROLS PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390, PROVIDING FOR THE REPLACEMENT OF ALL REFERENCES TO “BOARD OF ADJUSTMENT”, “BOARD OF ZONING ADJUSTMENT”, AND “BOARD” IN TITLES 16 AND 17 OF THE NAPAVINE MUNICIPAL CODE, WITH “CITY COUNCIL”; SETTING A PUBLIC HEARING; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

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

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

WHEREAS, the City of Napavine created the Board of Adjustment also known as the Board of Zoning Adjustment in Ordinance 163 on March 14, 1989; and

WHEREAS, the code regarding the Board of Adjustment was modified periodically over the years, including the creation of Chapter 2.34 NMC entitled “BOARD OF ADJUSTMENT” under Ordinance No. 234 enacted in 1996; and

WHEREAS, Chapter 2.34 NMC assigns all duties of the Board of Adjustment to the City Council; and

WHEREAS, RCW 35A.63.110, expressly prohibits members of the planning agency or the City Council from being members of the board of adjustment; and

WHEREAS, Chapter 2.34 NMC violates RCW 35A.63.110; and

WHEREAS, the City repealed Chapter 2.34 NMC on April 23, 2024; and

WHEREAS, RCW 35A.63.110 provides for in the event a code city with a population of less than twenty-five hundred creates a planning agency, but does not create a board of adjustment, the code city shall provide that the city legislative authority shall itself hear and decide:

- 1) appeals from orders, recommendations, permits decisions, or determinations made by a code city official in the administration of enforcement of the provisions of Ch. 35A.63 RCW or any ordinances adopted pursuant to it;
- 2) applications for variances from the terms of the zoning ordinance, the official map ordinance or other land-use regulatory ordinances under procedures and conditions prescribed by city ordinance, which among other things shall provide that no application for a variance shall be granted unless the City Council finds:
 - (a) The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property on behalf of which the application was filed is located; and
 - (b) That such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
 - (c) That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.
- 3) and Applications for conditional-use permits; and

WHEREAS, Titles 16 and 17 NMC include references to, processes of, and duties of the Board of Adjustment; and

WHEREAS, the City is developing faster than the City is able to update its development standards; and

WHEREAS, the City must comply with the applicable provisions of law; and

WHEREAS, to comply with RCW 35A.63.110, the City must replace the board of adjustment and update its development regulations, which will take at least six (6) months; and

WHEREAS, interim zoning controls enacted under RCW 36.70A.390 and/or RCW 35A.63.220 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 both authorize the enactment of an interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing as long as a public hearing is held within at least sixty days of its enactment; and

WHEREAS, an interim zoning ordinance adopted pursuant to RCW 35A.63.220 may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period; and

WHEREAS, an interim zoning ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held, and findings of fact are made prior to each renewal; and

WHEREAS, the City Council will conduct a public hearing, within 60 days of the passage of this ordinance, on Tuesday, May 14, 2024, at 6:00 pm regarding the Interim Zoning Controls; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this interim zoning ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (SEPA) and future permanent zoning regulations will be reviewed in accordance with SEPA Rules; and

WHEREAS, interim zoning will provide the City with additional time to review and amend its public health, safety, and welfare requirements and zoning and land use regulations; and

WHEREAS, the City Council concludes that it has the authority to establish an interim zoning ordinance and that the City must adopt interim zoning concerning Board of Adjustment, Board of Zoning Adjustment, and Board; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this Ordinance.

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

Section 1. Findings of Fact. The City Council adopts the above “WHEREAS” recitals as findings of fact in support of its action as required by 36.70A.390 and RCW 35A.63.220.

Section 2. Public Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the interim zoning to be held on May 14, 2024, or within 60 days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures.

Section 3. Interim Controls are Established. All references to “Board of Adjustment”, “Board of Zoning Adjustment”, and “Board” in Titles 16 and 17 NMC are hereby replaced with “City Council”.

Section 4. Duration of Interim Zoning. This interim zoning shall be in effect for six (6) months, beginning on April 23, 2024, and ending on October 23, 2024, unless an ordinance is adopted amending the Napavine Municipal Code and rescinding the interim zoning before October 23, 2024 or a public hearing is set and held and an ordinance extending the

Section 5. Work Plan. During the interim zoning period, City staff will study the issues concerning hearing examiners and include that work with the ongoing development code update. Staff will prepare a draft ordinance, and conduct the public review process, including public hearings before the City’s Planning Commission and City Council, as required for amendments to the City’s development regulations.

Section 6. Non-codified. This Ordinance shall not be codified.

Section 7. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 8. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 9. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City’s official newspaper, or as otherwise provided by law.

Section 10. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this . day of April, 2024.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

RESOLUTION NO. 24-04-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DECLARING CERTAIN PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND DIRECTING DISPOSAL OF SUCH PROPERTY

WHEREAS, the city of Napavine, Washington, is authorized pursuant to RCW 35A.79.010, to dispose of property owned by the city by sale; and

WHEREAS, the City Council of the City of Napavine, Washington, considers the below described items of personal property owned by the city to be surplus to the city's needs; and

WHEREAS, the City Council of the City of Napavine, Washington, considers the sale of the below described items of personal property to be in the best interest of the citizens and patrons of the city,

NOW, THEREFORE, BE IT RESOLVED THAT THE City Council of the City of Napavine, Washington, does declare the following described items of personal property, surplus to the needs of the city:

- 2019 Ford F-150 VIN#1FTEW1P4XKKE66917 – Police Package, estimated value \$30,000.00.

IT IS FURTHER RESOLVED that by this resolution the above items may be disposed of in a commercially reasonable way to wit; auction, public sale, sealed bid, transfer or sale to a Governmental Agency.

IT IS FURTHER RESOLVED that Michelle Whitten, Treasurer, is designated as the city's designee to determine the method of sale to be utilized by the city.

PASSED BY MAJORITY of the City Council of the City of Napavine, Washington, this 23rd day of April 2024.

Shawn O'Neill, Mayor

Attest:

Rachelle Denham, Clerk

Approved as to form:

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

CITY OF NAPAVINE, WASHINGTON

RESOLUTION NO. 2024-04-148

A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, DESIGNATING THE CITY PLANNING COMMISSION TO HEAR AND MAKE RECOMMENDATIONS TO CITY COUNCIL PURSUANT TO NMC 12.15.080, THE COMPLETE STREETS ORDINANCE; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

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

WHEREAS, pursuant Napavine Municipal Code Section 12.15.080 the City Council or its designee shall modify, develop, and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), and National Association of City Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such; and

WHEREAS, City Council has authority to specify by Resolution who or what designee shall carry out the provisions of NMC 12.15.080; and

WHEREAS, the City Council has determined it would be in the best interest of the City to appoint the Planning Commission to study and make recommendations regarding the matters in NMC 12.15.080 for the City Council’s review and consideration; and

WHEREAS, the City Council desires to appoint the Planning Commission as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Napavine Planning Commission is hereby appointed to review, modify, develop, and recommend policies, design criteria, standards, and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute

of Transportation Engineers (ITE), and National Association of City Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such, for review of, and consideration and adoption by the City Council.

Section 2. The Napavine Planning Commission is further directed to hold public hearings, and invite and receive public comment on the items included in Section 1 of this Resolution.

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

Section 4. Effective Date. This Resolution shall take effect immediately, or as otherwise provided by law.

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

PASSED by the Council of the City of Napavine, Washington, and **APPROVED** by the Mayor of the City of Napavine at a regularly scheduled open public meeting thereof, this 23rd day of April, 2024.

Shawn O'Neill, Mayor

Attest:

Approved as to form:

Rachelle Denham, City Clerk

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

Approved Reading: _____/2024
Effective Date: _____/2024

To: Mayor and City Council
From: Bryan Morris, PW/CD Director
RE: Staff Report for Council Meeting, April 23, 2024

- **Planning Commission Meeting Minutes**
 - Signed minutes from April 1, 2024.

- **Project Updates**
 - Scots Industries – Waiting for engineer submittal. The fill and grade project has a pre-construction meeting scheduled for Thursday April 18th.
 - 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 – Fees have been paid. Waiting for confirmation from AT&T on executing the contract.
 - Woodard Road Housing Development – Waiting for engineer submittal.
 - Jefferson Station – Currently in the design stage.

- **Mayme Shaddock Park**
 - Project is Complete. Working on the signage to finish up the grant with RCO, once finished will have an opening event/dedication.

- **Rush Road STIP**
 - RFQ is out for re-advertising, proposals are due by May 14th, 2024.

- **Napa Generator**
 - Wichert Electric was awarded the low bid for the replacement of the Napa generator. This is a budgeted item; however, I was only able to come up with 2 bids for the job.

- **Operations are normal**



NAPAVINE PLANNING COMMISSION MINUTES
April 1, 2024 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

PLEDGE OF ALLEGIANCE:

INVOCATION: Invocation was led by Director Morris.

CALL TO ORDER:

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

ROLL CALL:

Planning Commission present: **Commissioner Graham, Commission Hollinger, Commissioner Haberstroh, and Commissioner Morris.** **Commissioner Morris** motioned to excuse **Commissioner Collins**, seconded by **Commissioner Hollinger.** **Vote on Motion 3 aye, 0 nay.**

APPROVAL OF AGENDA – As presented:

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

APPROVAL OF MINUTES:

Commissioner Morris motioned to approve minutes from the Planning Commission Meeting on March 18, 2024, seconded by **Commissioner Haberstroh.** **Vote on motion 3 aye and 0 nay.**

NEW BUSINESS:

ORDINANCE 639 – INTERIM HEARING EXAMINER – REVIEW

Commissioner Haberstroh stated he wasn't present at the meeting when this was briefly discussed last February. Stated he feels it's another layer of bureaucracy, and that the city has an attorney that reviews Planning Commissions things anyhow. Feels that it puts another distance between the people, and firsthand accountability with the citizens of Napavine.

Director Morris stated that there are pros and cons to everything. The Hearing Examiner lifts a lot of liability of the city because they (Hearing Examiner) are a judge, and if appealed, the appeal goes to Superior Court. The cons are that during the process of the public hearing they go in front of a hearing examiner, which is a neutral party, instead of the Planning Commission. The Planning Commission would brainstorm to provide input and feedback on how to make the project work. The Hearing Examiner won't do that, it will be by the city code. If the project doesn't break any codes, the Planning Commission nor City Council will not know anything about the development until it is to the final plat.

Commissioner Haberstroh understands all what Bryan stated. But as part of the Planning Commission, he feels the duty is to plan and help grow the city. By doing that, when there are different developments, it is good to bounce ideas off people, right, wrong, or indifferent. Instead of resorting to codes that were written many years ago, that may not be applicable to what we are doing now, nor be in the best interest of the city. The city is growing, but we are still in the growth developing mode, and feels that the citizens should have input on how it is developed.

Director Morris asked what if the Planning Commission was part of the staff report?

Executive Assistant Katie Williams stated she wasn't sure that it is legal for the Planning Commission to be a part of the staff report.

Commissioner Haberstroh asks why they can't continue to do what they have been doing, and if we thought it was above the Planning Commission expertise, invoke the Hearing Examiner. Why can't we postpone the hearing examiner? Currently, he feels that the Hearing Examiner is not needed for the citizens of Napavine. This should be an ordinance that the Planning Commission should be looking at.

Director Morris asked if the Hearing Examiner becomes postponed, during that timeframe would the Planning Commission be willing to re-write the codes where the Planning Commission is involved. The hearing examiner is currently due for a new contractor.

Commissioner Morris stated that they (Planning Commission) had a chance (prior to Hearing Examiner) to kick everything around, come up with good ideas, bad ideas, for no charge. Now no one has a say in it, it just goes to the hearing examiner and the developer gets charged. Why can't the decision of Planning Commission go to the lawyer to make sure that we won't get sued?? Isn't that why we pay a lawyer? Now we are paying a lawyer and hearing examiner? What is the Planning Commission doing?

Director Morris understands that going to the hearing examiner takes away the working with the applicant, what was done in the past would never happen with the hearing examiner.

Commissioner Haberstroh feels that Napavine is growing, but we aren't built out yet. We are a work in progress. Having the hearing examiner is just adding an additional cost to the developer, taking the citizen input out of the equation, and is trying to fix something that he feels wasn't broken. For some reason the city jumped ahead of the game and implemented a hearing examiner to enforce codes that have a lot of work to be done on them.

Director Morris asked Katie Williams to speak on it because of how much paperwork she has done with it all.

Executive Assistant Katie Williams stated that right now we are having to take the entire development code and separate it into 3 sections. It is a time-consuming process, especially when we need to brainstorm on any possible scenario that comes up to make sure the code addresses it all, so we aren't amending codes in the near future. It has been a process to explain and enforce the codes while figuring out the process ourselves.

Commissioner Haberstroh stated that one thing that stuck with him after the liability workshop was "do the most good for the most people for most of the time." He feels that if the city is looking at a motto, they better be living that. That isn't the route of a hearing examiner, they are ruling on stuff that has already been written and could have been written 15 years ago, that has nothing to do with what is being done today.

Director Morris brainstormed on how it would work if we go back to planning commission and city council but have the hearing examiner do the public hearings.

Commissioner Haberstroh doesn't understand why the hearing examiner would still be involved; the city has an attorney. Hiding behind a hearing examiner isn't the best interest of the citizens.

Executive Assistant Katie Williams stated that she feels that the City Council doesn't want that liability of the final decision.

Director Morris stated that maybe the Planning Commission should request a workshop with the City Council to sit down at a round table to discuss this.

Executive Assistant Katie Williams agrees with Director Morris. When reviewing the minutes and recording of the January 24, 2023 council meeting, there were some valid questions asked by council members that she feels didn't get answered.

Commissioner Graham believes a workshop to discuss with the council is a great idea since we have had a year now to experience the pros and cons of the hearing examiner.

Commissioner Morris motioned to invite the City Council to the April 15th Planning Commission meeting to discuss the Hearing Examiner, Seconded by Commissioner Hollinger. Discussion continued.

Commissioner Haberstroh stated in addition to that motion that the council postpone entering into any agreement with the hearing examiner until the workshop has been completed.

Vote on motion 3 ayes, 0 nays.

Commissioner Haberstroh requested to amend the motion to ask council to consider postponing any final decision on extending the Hearing Examiner contract until after the workshop, seconded by Commissioner Morris. Discussion continued.

Director Morris asked if that needs to be put on the agenda for council to vote on postponing the contract?

Executive Assistant Katie Williams stated that the ordinance must be renewed in a certain timeframe. What Director Morris is trying to say is it is currently not on our agenda to make a motion to send to council.

Commissioner Graham stated that she will email the Clerk to request the above requests.

Vote on motion, 3 ayes, 0 nays.

ADJOURNMENT 6:37 pm

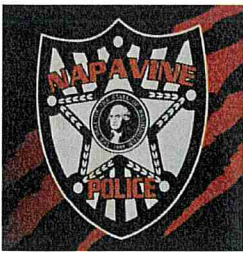
Commissioner Morris motioned to adjourn, seconded by **Commissioner Hollinger**. Vote 3 aye, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/10HLtGiBYH> .

Respectfully submitted,


Bryan Morris, Community Development/Public Works Director


Deborah L. Graham 4/15/24
Planning Commission Chairperson



NAPAVINE POLICE DEPARTMENT

COUNCIL 4/9/2024 - STAFF REPORT

- The 2024 Dodge Durango is on its way to us now. We have an estimated time of arrival for the end of April so after the upfitting, we're hoping it will be fully operational by the beginning of June.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Brockmueller".

John Brockmueller
Chief of Police

jbrockmueller@cityofnapavine.com
jgodbey@cityofnapavine.com

PO Box 179 / 407 SW Birch Ave
Napavine, WA 98565
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