



CITY COUNCIL MEETING AGENDA

Tuesday – September 24, 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 – September 10, 2024
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
- IX. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) ILA Between City of Napavine & Lewis County Sheriff's Office Regional Evidence Facility – J. Brockmueller
 - 3) Mercury Auctions Government Agency Contract- J. Brockmueller
 - 4) Chehalis Tribal Jail Service Agreement – J. Brockmueller
- 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
September 10, 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, Duane Crouse, Mayor Pro Tem.

City staff members present: City Clerk - Rachelle Denham, Chief of Police – John Brockmueller, CD/PW Director Bryan Morris, Treasurer - Michelle Whitten, Legal Counsel, Jim Buzzard.

MOVED:	Brian Watson	Motion: Excuse Heather Stewart and Don Webster.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 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:	3-0 Motion Carried: 3 aye and 0 nay.	

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of Meeting Minutes - Regular Council Meeting August 13, 2024.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Greetings to the council, report in writing & operations normal. The motorcycle has been working the school zone.

Michelle Whitten – Treasurer

- Report in writing.

Rachelle Denham – City Clerk

- Report in writing.

Bryan Morris - PW/CD Director

- Report in writing. The city received the final award for Jefferson Station.

Planning Commission – Amy Morris

- Napavine Development codes worked on and forwarded to the council. 16.05 Definitions, 16.02 General, and 16.03 Administration. Codes are being reviewed by legal counsel and then will be presented to the council.

LC Fire Dist 5 – Sandra White

- Calls handled; 16 EMS, 4 Fire, 7 others for a total of 27 calls bringing YTD to 887 calls. Mutual Aid received 2 and requested 0 times. Two MOB units deployed to the Oregon and Huckleberry fires. Trunk & Treat on 10/31 from 5pm-6:30pm at the fire station partnering with the city and is farm themed.

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

- ***Rick Carns, 122 Johnson Rd. N Winlock:*** Presented a flyer for the Funtime Festival Christmas Lighted Parade. The time of parade should not conflict with high school championship game as in prior years. Would like the city to place lights in the park and kitchen. Also asked that the city fix the electrical box at triangle for lighting. The parade is on the first Saturday in December at 6pm.
- ***Ron Johnson, 282-14 B Woodard Rd. Chehalis:*** Had questioned specifically aimed at Bryan regarding the Ripple Creek Passage Culvert Project. It is Allen Creek and is a salmon bearing creek and is not a drainage corridor. The creeks have names, and it is not Ripple Creek. He believes that names should be used. Spoke about ponds and creeks. The mayor stated that he is not sure where the confusion has come about regarding Ripple Creek. The mayor has had three conversations today and agrees that the stream that comes off Woodard is Allen Creek. Bryan stated that the creek at Woodard Rd. has nothing to do with Ripple Creek and it is a fish bearing creek at Woodard Rd. As for the agenda that is being talked of tonight, that is the spring that comes from the back of the mill, runs across Mill Rd, 603 to the bio fields. Ron stated that it is not a drainage corridor it is a creek, and he rests his case. The second item to be addressed is the wells that are down. He believes that the city received some grant money to fix them. At the last meeting he heard Bryan say with the second well going down there is insufficient well water supply to the city. With all the upcoming building going on. Will the money fix Jefferson Station and fix all the water supply to fix the problem. The mayor stated that the city has gone out for RFQ's and that we are a pilot city and didn't expect this outcome. The mayor clarified Jefferson Station is a pump that pumps the water from the wells. Bryan stated that Jefferson Station is a sewer pump lift station and has nothing to do with water wells, two separate things. The funding we got is to upgrade Jefferson Station and has nothing to do with PFAS. Ron asked, what are we going to do to satisfy inadequate well supply. Will a new well be drilled? The mayor replied with two wells. The wells are not located anywhere yet and that is why there is a bid out now.
- ***Jeremy Johnson, Lifelong resident of Woodard Rd:*** Jeremy read his comment from his laptop voicing concerns in total opposition of the 195-home development being proposed on Woodard Rd. He has voiced his opposition over the last year to the city and feels upset, angry, and attacked as to people making fun of his dad from people on the Building Commission. It's not the school's fault and the school can't take on more kids. Traffic and crime will rise with the new homes. He also has concerns about Allen Creek which is a salmon bearing creek not a drainage ditch contrary to what Bryan says. He has spoken many times to the council and mayor about the salmon that run up the creek. He gets no response from the city on how it's been renamed. He feels no matter what he says or does the city doesn't care and the City of Napavine will do what they want.
- ***Bob Bozarth, 247-06 Woodard Rd. Chehalis:*** There will be a community meeting on Thursday, September 12th at 7pm in his field. This meeting is to educate everyone on the Woodard Rd project. His plan is to have one representative from each entity to include City of Napavine, LCFD #5, School Superintendent, and LC PUD. They will have 5 minutes to speak on the topic followed up with Q&A specific to each entity. Hopefully all questions will be answered. This meeting will be controlled and held in a mannerly and respectful way. There will be NO lynching allowed on his property.

NEW BUSINESS

VOUCHERS- M. WHITTEN

There are two sets of vouchers. One for the second part of August and the first council meeting in September due to the council only meeting once in August.

2024 - September - September 2024 First Council Meeting September 10, 2024

Reference	Date	Amount	Notes
The following voucher/warrants/electronic payments are approved for payment:			
Accounts Payable Aug	20	55	38,921.15 39214-39233
Accounts Payable Sept	23	114	112,128.04 39234,39237-58
Payroll Vendors	1	1	1,106.00 39236
Electronic Pay (Aug)	4	4	1,348.24 EFT*20240901,05-07
Electronic Pay (Sept)	4	4	30,124.50 EFT 20240913-16
Electronic Payroll	8	8	73,754.35 EFT*20240903-04,08-12,17
ACH Direct Deposit	18	18	36,832.83 direct deposit 8/20/2024
ACH Direct Deposit	18	18	39,982.11 Direct deposit 9/05/2024
Total Vouchers	96	222	\$334,197.22
Voided Check 39235			

MOVED:	Ivan Wiediger	Motion: Approval of the Vouchers dated September 2024 First Council Meeting.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye and 0 nay.	

ILA CITY OF CHEHALIS, CITY OF NAPA VINE & LCWSD #4 SEWER TREATMENT SERVICES AND RATES -B. MORRIS & R. DENHAM

MOVED:	Duane Crouse	Motion: Approve ILA for Sewer Rates with Chehalis.
SECONDED:	Brian Watson	
<i>Discussion: Mayor O'Neill provided some additional information regarding the renewal of agreement.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.	

LETTER OF SUPPORT: RIPPLE CREEK FISH PASSAGE CULVERT PROJECT - B. MORRIS

MOVED:	Duane Crouse	Motion: Approve and allow Mayor to sign the letter of support.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye 0 nay.	

AM 24-12: LIQUOR LICENSE RENEWAL ANNIE'S MARKET - R. DENHAM

MOVED:	Ivan Wiediger	Motion: Approve AM 24-12 Liquor License Renewal.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.	

RESOLUTION 24-09-151: AUTHORIZED SIGNATURES ON FEDERAL REIMBURSEMENT REQUESTS – M. WHITTEN

MOVED:	Duane Crouse	Motion: Adopt Resolution 24-09-151.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3aye 0 nay.	

INTERPRETER REIMBURSEMENT GRANT – L. DEWITT

MOVED:	Ivan Wiediger	Motion: Accept Interpreter Reimbursement Grant.
SECONDED:	Brian Watson	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.	

MASTER INTERLOCAL AGREEMENT LEWIS COUNTY PUBLIC WORKS – B. MORRIS

MOVED:	Brian Watson	Motion: Approve Master Interlocal Agreement Lewis County Public Works.
SECONDED:	Duane Crouse	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 aye 0 nay.	

REIMBURSABLE WORK ORDER GUARDRAIL REPAIR #24-001 – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept the Reimbursable Work Order for Guardrail Repair.
SECONDED:	Duane Crouse	
<i>Discussion: Chief Brockmueller is looking to get restitution from the driver who crashed into the guard rail once it goes through the court process.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye 0 nay.	

EMERGENCY MANAGEMENT SERVICES ILA – R. DENHAM

MOVED:	Brian Watson	Motion: Approve Emergency Management Services ILA.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried: 3 aye 0 nay.	

ADJOURNMENT:

MOVED:	Ivan Wiediger	Motion: To Adjourn – Close of Meeting
SECONDED:	Duane Crouse	
<i>Discussion: Meeting Adjourned at 6:41 p.m.</i>		
VOTE ON MAIN MOTION:	3-0 Motion Carried; 3 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/czMO9ZLjWk> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



Voucher Report Sept 24, 2024

September 2024 Second Council Meeting

Reference	Date	Amount Notes
Reference Number: 39261	BHC Consultants	\$17,994.97
0021133	9/5/2024	\$17,994.97 Jefferson Station July 27-Aug 23
Reference Number: 39262	Capital Business Machines	\$375.91
INV225606	9/9/2024	\$227.87 2024 8/1-8/31 copies CH
INV225607	9/9/2024	\$148.04 2024 8/1-8/30 Copies
Reference Number: 39263	CHS Northwest Inc	\$837.43
380978	8/29/2024	\$837.43 210 gallons off road fuel
Reference Number: 39264	City of Napavine	\$12,605.09
2024*07 Security	9/16/2024	\$313.14 2024*07 Security
2024*08 Security	9/16/2024	\$307.01 2024*08 Security
2024*08 Utility Tax	9/11/2024	\$11,984.94 2024- Aug Water/Sewer Service Utility
Reference Number: 39265	CivicPlus LLC	\$2,957.11
312153	9/16/2024	\$973.80 Online Code Hosting 10/1/24-9/30/25
312154	9/16/2024	\$1,983.31 Full service Supplementation Subscription
Reference Number: 39266	CT Publishing LLC dba The Chronicle	\$81.00
282317	9/16/2024	\$81.00 pass thru Tiger Meadows NOA
Reference Number: 39267	Esco Pacific Signs, Inc.	\$756.71
33300	9/18/2024	\$756.71 4 Custom Banners
Reference Number: 39268	H. D. Fowler Company	\$624.64
08277556	9/4/2024	\$200.96 14"x16" Di Meter box cover
08285007	9/4/2024	\$423.68 2" macro two bolt coupling
Reference Number: 39269	Jackson Civil Engineering LLC	\$12,780.00
0016-27-11	9/17/2024	\$12,780.00 Jefferson Station -SEPA/Field Inspections

Reference	Date	Amount Notes
Reference Number: 39270	LCSO-Corrections Bureau	\$1,899.98
2024 Aug Prisoner Bill	9/16/2024	\$1,885.40 2024 -Aug 22# of beds days
2024 Aug Prisoner Medical	9/11/2024	\$14.58 2024 Aug Prisoner Medical
Reference Number: 39271	LECO Supply, Inc	\$611.55
225890	8/29/2024	\$611.55 Chlorine 2 drums
Reference Number: 39272	Lemay Mobile Shredding	\$132.00
4855961S185	9/1/2024	\$132.00 Shred Service 8/30/2024
Reference Number: 39273	Lewis County Communicaton	\$16,558.50
INV 9357	9/4/2024	\$16,558.50
Reference Number: 39274	Lewis County Sheriffs Office	\$758.24
2024*Aug Evidence	9/5/2024	\$758.24 Evidence Facility Services
Reference Number: 39275	Lewis County Treasurer	\$20.55
2024*Aug CV	9/16/2024	\$20.55 2024 - Aug Court Remittance
Reference Number: 39276	Lexipol, LLC	\$618.14
INVPRA11240972	9/1/2024	\$618.14 PoliceOne Academy Annual Rate 10/1/2024 - 9/30/2025
Reference Number: 39277	Minuteman Press	\$386.09
1055	9/9/2024	\$69.53 Building Inspection forms
1078a	9/12/2024	\$316.56 1000 self stick envelopes
Reference Number: 39278	Modern Marketing	\$378.46
MMI159234	9/16/2024	\$378.46 1,000 Shield Stickers
Reference Number: 39279	Pointe Pest Control	\$269.75
2875120	9/6/2024	\$269.75 Pest Control Qtrly

Reference	Date	Amount	Notes
Reference Number: 39280	Providence Hospital/cent	\$24.00	
13782607	9/5/2024	\$24.00	Prisoner Medical Costs 8/12-8/27
Reference Number: 39281	Quill Corporation	\$242.72	
40418856	9/4/2024	\$242.72	5 cartons paper
Reference Number: 39282	Rodda Paint Co	\$361.60	
43111500	9/9/2024	\$361.60	5 gallons yellow paint
Reference Number: 39283	State Treasurer's Office	\$728.46	
2024*Aug State Remit	9/16/2024	\$728.46	2024*Aug State Remit
Reference Number: 39284	Toledotel	\$350.62	
10060609	9/1/2024	\$350.62	2024 VOIP 9/1-9/30
Reference Number: 39285	US Bank Corp Payment Syst	\$1,464.34	
012148 Soft Touch Car Wash	8/6/2024	\$12.45	car wash
012514 Soft Touch Car Wash	8/21/2024	\$16.60	car wash
012587 Soft Touch Car Wash	8/27/2024	\$12.45	car wash
057102 Dollar General	8/30/2024	\$36.15	animal control/food for impound pet
111-6040109-8065860 Amazon	8/7/2024	\$56.11	Storage Boxes for Records Room
111-7425763-1837019 Amazon	8/2/2024	\$76.57	Clerk Office supplies(pens, staples,
111-8956154-5723432 Amazon	8/7/2024	\$74.44	Storage Boxes for Records Room
42450967 MRSC Training	9/5/2024	\$40.00	MRSC.ORG Deep Dive: Law
476850 Tractor Supply CO	8/29/2024	\$179.56	Flatfree Handtruck tire assembly
76096873 Free Conference Call	8/15/2024	\$3.25	Free Conference Call - File Storage 8/15-
840-59800250-1-3844865-2 US Postal	8/14/2024	\$49.24	USPS-CSO Postage
840-59800250-1-3863131-1 US Postal	8/29/2024	\$219.00	Postage Flags2024Coil/100 1 roll Jury
840-59800250-1-3869002-2 US Postal	9/5/2024	\$10.97	Salvner Certified Connection Notice
840-59800250-2-3336414-2 US Postal	8/9/2024	\$219.00	Clerk/Utilities Postage Stamps 3 rolls
840-59800250-2-3349516-1 US Postal	8/28/2024	\$73.00	Flags2024Coil/100
845009 Market Street Ace Hardware	8/27/2024	\$43.26	DSP Glove NIT XL BLK
8923815 Loves	8/6/2024	\$66.43	Roadside Tire Care

Reference	Date	Amount Notes
AD02689507649CUS ADOBE	8/23/2024	\$258.83 ADOBE Subscription Annual Plan
INV270586546 Zoom	8/27/2024	\$17.03 Period Aug 27-Sept 26 Zoom subscription -
Reference Number: 39286	US Bank NA Cincinnati	\$122.00
2024*AUG MONTHLY FEES	9/16/2024	\$122.00 2024- AUG Bond Fee
Reference Number: 39287	WA Dept of Transportation	\$2,980.18
RE*FB91458002251	8/31/2024	\$2,980.18 2024*08 fuel
Reference Number: 39288	Winlock Auto Supply	\$91.50
4847-389142	9/17/2024	\$91.50 '08 Dodge Ram Grease CWP
Reference Number: 39289	Zieske, Lewis	\$530.00
2024*Aug Judge Pro tem	8/19/2024	\$530.00 5 1/3 hours Aug 15,2024
Reference Number: EFT*20240918	Dept of Revenue	\$8,679.97
2024*Aug Excise Tax	9/11/2024	\$8,679.97 2024*Aug Excise Tax
Reference Number: EFT*20240919	DE Lage Landen Financial Services	\$464.00
83020578	9/7/2024	\$464.00 2024 -Sharp MX307105 CITY HALL
Reference Number: EFT*20240920	WAVE	\$112.10
138396701-0011023	9/1/2024	\$112.10 2024 WAVE Internet 9/1-9/30
Reference Number: EFT*20240921	WAVE	\$112.10
138091001-0011023	9/1/2024	\$112.10 Mayme Internet 2024 9/1-9/30
Reference Number: Eft*20240922	WAVE	\$112.10
138396801-0011023	9/1/2024	\$112.10 2024- WAVE Phone PD 9/1-9/30
Reference Number: EFT*20240923	US Cellular	\$55.70
0676570077	9/2/2024	\$55.70 Mayor cell phone 9/2-10/1 2024
Reference Number: EFT*20240924	Dept of Treasury Internal Revenue	\$7,696.61
Federal Income Tax - 15303	9/17/2024	\$179.82

September 2024 Second Council Meeting

Reference	Date	Amount Notes
Federal Income Tax - 15304	9/17/2024	\$636.81
Federal Income Tax - 15305	9/17/2024	\$553.37
Federal Income Tax - 15306	9/17/2024	\$422.94
Federal Income Tax - 15307	9/17/2024	\$474.11
Federal Income Tax - 15308	9/17/2024	\$388.46
Federal Income Tax - 15309	9/17/2024	\$302.29
Federal Income Tax - 15310	9/17/2024	\$474.22
Federal Income Tax - 15311	9/17/2024	\$224.79
Federal Income Tax - 15312	9/17/2024	\$309.23
Federal Income Tax - 15313	9/17/2024	\$316.10
Federal Income Tax - 15314	9/17/2024	\$169.74
Federal Income Tax - 15315	9/17/2024	\$239.70
Federal Income Tax - 15316	9/17/2024	\$206.42
Federal Income Tax - 15317	9/17/2024	\$365.07
Federal Income Tax - 15318	9/17/2024	\$679.26
Federal Income Tax - 15319	9/17/2024	\$168.06
Medicare - 15303	9/17/2024	\$42.31
Medicare - 15303 (2)	9/17/2024	\$42.31
Medicare - 15304	9/17/2024	\$65.87
Medicare - 15304 (2)	9/17/2024	\$65.87
Medicare - 15305	9/17/2024	\$55.13
Medicare - 15305 (2)	9/17/2024	\$55.13
Medicare - 15306	9/17/2024	\$47.99
Medicare - 15306 (2)	9/17/2024	\$47.99
Medicare - 15307	9/17/2024	\$51.36
Medicare - 15307 (2)	9/17/2024	\$51.36
Medicare - 15308	9/17/2024	\$51.78
Medicare - 15308 (2)	9/17/2024	\$51.78
Medicare - 15309	9/17/2024	\$38.22
Medicare - 15309 (2)	9/17/2024	\$38.22
Medicare - 15310	9/17/2024	\$52.82
Medicare - 15310 (2)	9/17/2024	\$52.82

September 2024 Second Council Meeting

Reference	Date	Amount Notes
Medicare - 15311	9/17/2024	\$34.85
Medicare - 15311 (2)	9/17/2024	\$34.85
Medicare - 15312	9/17/2024	\$41.22
Medicare - 15312 (2)	9/17/2024	\$41.22
Medicare - 15313	9/17/2024	\$42.05
Medicare - 15313 (2)	9/17/2024	\$42.05
Medicare - 15314	9/17/2024	\$41.51
Medicare - 15314 (2)	9/17/2024	\$41.51
Medicare - 15315	9/17/2024	\$44.62
Medicare - 15315 (2)	9/17/2024	\$44.62
Medicare - 15316	9/17/2024	\$38.94
Medicare - 15316 (2)	9/17/2024	\$38.94
Medicare - 15317	9/17/2024	\$42.72
Medicare - 15317 (2)	9/17/2024	\$42.72
Medicare - 15318	9/17/2024	\$65.61
Medicare - 15318 (2)	9/17/2024	\$65.61
Medicare - 15319	9/17/2024	\$36.11
Medicare - 15319 (2)	9/17/2024	\$36.11
Reference Number: Sept 1-15, 2024	Payroll Vendor	\$38,282.96
ACH Pay - 15303	9/17/2024	\$2,013.73
ACH Pay - 15304	9/17/2024	\$3,071.72
ACH Pay - 15305	9/17/2024	\$2,646.32
ACH Pay - 15306	9/17/2024	\$2,239.51
ACH Pay - 15307	9/17/2024	\$2,400.28
ACH Pay - 15308	9/17/2024	\$2,481.65
ACH Pay - 15309	9/17/2024	\$1,967.83
ACH Pay - 15310	9/17/2024	\$2,465.06
ACH Pay - 15311	9/17/2024	\$1,725.22
ACH Pay - 15312	9/17/2024	\$1,966.00
ACH Pay - 15313	9/17/2024	\$2,150.63
ACH Pay - 15314	9/17/2024	\$2,142.19

Reference	Date	Amount	Notes
ACH Pay - 15315	9/17/2024	\$2,008.31	
ACH Pay - 15316	9/17/2024	\$1,997.72	
ACH Pay - 15317	9/17/2024	\$2,171.94	
ACH Pay - 15318	9/17/2024	\$3,025.72	
ACH Pay - 15319	9/17/2024	\$1,809.13	
TOTAL		\$133,057.08	

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

Accounts Payable	29	54	77,541.54	39261-39289
Electronic Payments	6	6	9,535.97	EFT*20240918-23
Payroll Vendors	0	0	-	
Electronic Payroll	1	1	7,696.61	EFT*20240924
ACH Direct Deposit	17	17	38,282.96	Direct Deposit 9/20/2024
Total Vouchers	53	78	\$133,057.08	

VOID Checks 39171/39259/39260

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

**Interlocal Agreement Between
City of Napavine and Lewis County Sheriff's Office
Regional Evidence Facility**

This Agreement is executed on the dates inscribed on page eight (8) hereof, subject however to ratification by the parties' respective governing bodies:

– by and between –

Lewis County, by and through the Lewis County Sheriff's Office, % Robert R. Snaza, Sheriff, 345 West Main Street, Chehalis, Washington, 98532, hereinafter referred to as the "County";

– and –

City of Napavine, by and through the Napavine Police Department, % John Brockmueller, Chief of Police, P. O. Box 179, Napavine, Washington, 98565, hereinafter referred to as the "City".

WITNESSETH:

Whereas, the Lewis County Sheriff's Office operates a Regional Evidence Facility located in the City of Chehalis; and

Whereas, the City of Napavine wishes to utilize the services of the Regional Evidence Facility upon the terms set forth hereinbelow;

Therefore, the parties agree as follows:

AGREEMENT:

1. The County shall provide property and evidence storage and handling services to the Napavine Police Department, hereinafter referred to as "NPD", in accordance with procedures and policies adopted by the Lewis County Sheriff's Office (including any future amendments thereto), for items of property and evidence collected, stored, and handled on behalf of the City by the Lewis County Sheriff's Office, hereinafter referred to, variously, as "LCSO" and as the "Sheriff's Office".
2. Effective January 2025, the City shall pay to the County an annual fee of \$12,000.00, payable in monthly installments of \$1,000.00 (or payable as per Subsection 2(a) below). In exchange therefore, the County shall provide services of the nature described generally below, not to exceed eight (8) hours per month. If NPD should require more than eight (8) hours per month of such services, and if

LCSO staffing, workload, and other contracting agencies' demands for services allow, then the City shall pay for such additional services in any calendar month at the rate of \$50.00 per hour, per employee.

- a) If the City wishes to do so, it will be free at any time to pay this fee in one payment of \$12,000.00, annually and in advance; or in monthly, quarterly, or semi-annual payments, in advance.
3. The following procedures will be used when submitting items of evidence into the LCSO Regional Evidence Facility:
- a) Spillman data: With Spillman data existing within NPD, all new incoming Property/Evidence will be logged into Evidence and entered into Spillman by NPD per LCSO standard evidence procedures.
 - b) Intake procedures: Intake of new and existing cases will be submitted by the City with all appropriate paperwork. Intake includes, but is not necessarily limited to: all serial numbers ran; ATF forms completed; all weapon releases (criminal history & mental health checks) will be completed and documented; all appropriate notifications (such as "Return to Owner" (RTO), or "Last Known Registered Owner" (LKRO); and evidence personnel doing the research and/or obtaining releases necessary to disposition a case out.
 - c) Deliveries: Evidence and property will be brought by the NPD to the LCSO Regional Evidence Facility for processing weekly on Tuesdays, at 2:00 p.m., unless there are no items to submit for the week. Cases not properly packaged or without paperwork will not be accepted. If unsure of what is required of an item or case, the City's chief law enforcement officer (or his designee) will contact LCSO's Regional Evidence Facility Property & Evidence Manager.
 - d) Time sensitive evidence: Time sensitive evidence, such as DUI vials, arson evidence, bloody or wet items, rape and buccal swab kits, will be submitted timely and as soon as possible after collecting. This type of evidence shall receive appropriate intake processing (for example, drying or refrigeration) upon submission and prior to analysis.
 - e) Necessary or agreed upon processing (fingerprinting, drying stations, etc.): The City can request a specific type of processing, but LCSO's Property & Evidence Manager will determine what type of processing, if any, is needed and when it will be done.

- f) Storage needs: Vehicle storage needs will be discussed on a case-by-case basis, as they arise. The LCSO evidence vehicle bay is available to execute vehicle search warrants for short-term storage. When vehicles come in, the NPD will submit property sheet(s); the vehicle key(s) (but *not* any accompanying house, mailbox, or miscellaneous keys); and the tow bill, if one exists. **LCSO will not pay tow bills; any tow bills remain the responsibility of the City.** Vehicle owners will be advised by the City and reiterated by evidence personnel that when the vehicle is no longer needed, a vehicle's owner has to pay the tow bill in order to receive the vehicle AND contents back. Any vehicles and/or contents not claimed within sixty (60) days will be disposed of accordingly, as provided by law. **Should the NPD seize a vehicle, then the City (not LCSO) will pay the tow bill before any safekeeping property can be released.**
 - g) Viewings: Evidence personnel will arrange all appropriate evidence viewings for prosecution, defense, victim(s), and/or officers.
 - h) Evidence for trials: Evidence personnel will have evidence "Court Ready" (court presentation packaging, availability, and testimony), as needed. If evidence is going to trial, notification must be given to the LCSO evidence personnel as soon as possible to ensure it is ready.
 - i) Disposition of evidence: Evidence personnel will ensure all items are disposed of as required by law. Dispositions involve: RTO, seizure, destruction, property conversion, auction, to and from court, donation (501c3 per legislative requirements), and archival paperwork/items to each contracting agency's records. **The LCSO will not store archival items, such items will be given back to the City for them to maintain their own retention schedules.**
4. Seizures: If the City wants to civilly seize property (such as vehicles, cash, guns, etc.), it will fill out the Seizure Request Form. The Property & Evidence Manager will create and maintain the seizure file, do all of the notifications, schedule the hearing(s), and do the filing/reporting requirements to the State Treasurer's Office. **In exchange for this service, the LCSO will receive 20% of the seizure's net proceeds.**
- a) All costs associated to the hearing examiner for such proceedings are the responsibility of the City.
 - b) Should the City prevail in the seizure, then no additional hourly charge shall be made to the City for LCSO's services.

- c) However, if the City does not prevail, then it shall pay for time spent for the services of LCSO in conjunction with the seizure proceeding at the rate of \$50.00 per hour, per employee, as well as all costs and expenses of LCSO in relation thereto.
5. Auction of unclaimed or seized property: On a case-by-case basis, should the City instruct so, evidence personnel will prepare auction listings, tagging, advertisements, and coordinate with an outside auctioneer. **In exchange for these services, the County will receive 20% of the net proceeds.**
6. Excluded services: The following services will not be provided to the City by the County:
- a) Crime scene assistance: City may be able to obtain assistance as needed from the WSP Crime Scene Response Team for major case crimes (such as death investigations). City (with WSP assistance when available) will process the scene and collect evidence. The City then shall package and submit their evidence per normal County procedure. However, upon request by the City, LCSO evidence personnel may offer guidance and suggestions as the evidence will be coming to the LCSO Regional Evidence Facility.
- b) Postage and/or shipping of evidence and property: **Any such costs are not included in the annual fee.** The City shall be responsible for all costs of postage and shipping of evidence. The County's postage costs, as well as the County's costs incurred in shipping evidence or property, will be billed to the City at regular intervals, and payable within 30 days of receipt of each such bill.
- c) Incineration and disposal costs: The City shall be responsible for all disposal costs. Any such costs incurred by the County will be billed to the City at regular intervals (typically annually), and payable within 30 days of receipt of each such bill. **Any such costs are not included in the annual fee.**
- d) Evidence packaging supplies, and evidence and property sheets: The City shall maintain its own stock of supplies at its own facility.
7. Term: This Agreement shall commence and be of effect on the third business day following its ratification by the governing bodies of both the City and the County. Unless extended by agreement of the parties, it shall expire on December 31, 2025.
8. Early termination: Either party may terminate this agreement by providing the other party with thirty (30) days' written notice of its desire to do so. Such notice shall be delivered in person or sent by certified mail, in care of the Sheriff, or in the case of

the City to its chief law enforcement officer. The parties' respective addresses for service by certified mail are set out on page one of this Agreement.

9. Execution in counterparts: This agreement shall be executed in triplicate original counterparts. Within ten days of its execution, the Sheriff shall cause one of the original counterparts and a copy of both governing bodies' ratification instruments to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040.
10. Exchange of instruments of ratification: This Agreement is executed by each party acting with authority granted, where required, by its governing body. Each party shall supply to the other a certified copy of its governing body's instrument (e.g. City Council resolution or Board of Commissioners' resolution) ratifying this Agreement immediately upon ratification, if applicable.
11. Entire agreement: This Agreement contains the entire understanding of the parties with respect to the subject-matter covered, it supersedes all prior and contemporaneous understandings, and it may only be amended in a written instrument signed by the parties and ratified in accordance with the Interlocal Cooperation Act.
12. Public Records Act: The City shall assist the County to fulfill all obligations of the County under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington).
 - a) Duty to disclose: The City recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of the City used by it and/or by the County for purposes relating to this Agreement.
 - b) Assistance to comply with duty: In the event that the County notifies the City that it has received a demand for one or more documents which the County has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the City, it shall provide copies of those documents to the County within five business days; or, within five business days, the City shall notify the County of when, acting with all reasonable haste, it will be able to provide the County with copies of those documents. The City then shall actually provide copies of those documents to the County by such date.
 - c) Breach: In the event that the City fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent

jurisdiction imposes a penalty upon the County for violation of the Public Records Act, the City shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.

- d) Survival: The obligations created by this section shall survive the termination of this Agreement.
 - e) Reciprocity: The obligations created by this section shall be reciprocal, in the event that the City notifies the County that it has received a demand for one or more documents which the City has not been able to locate in its files, and that the City is obliged to release those documents pursuant to the Public Records Act.
- 13. Arbitration: Any dispute between the parties arising out of or relating to this Agreement shall be resolved through mandatory arbitration in Tacoma, Washington, pursuant to the arbitration rules of the Washington Arbitration and Mediation Service ("WAMS"), before an arbitrator selected pursuant to those rules.
 - 14. Choice of law and venue. This Agreement is made in Chehalis, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.
 - 15. Dissolution of NPD: Should the City cease to maintain its own law enforcement agency, this Agreement shall come to an end. The County may, but shall not be obliged to, enter into a similar contract with the successor agency to the NPD.
 - 16. Severability: If any provision of this Agreement is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.
 - 17. 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 Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.
 - 18. Assignment and delegation: Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.

19. Rules of interpretation: No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.
20. Headings: In this Agreement, paragraph headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.
21. Mutual indemnity: To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death, and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.
22. Survival of indemnity obligations: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

{remainder of this page intentionally left blank}

In witness whereof the parties hereto have executed this agreement on the dates indicated below.

Lewis County

Napavine Police Department

Robert R. Snaza, Sheriff

John Brockmueller, Chief of Police

Date: _____

Date: _____

Shawn O'Neill, Mayor

Date: _____

Mercury Auctions Government Agency Contract

May 2023

This agreement entered by and between **Mercury Auctions** hereinafter referred to as Auctioneer and Napaire Police Dept. hereinafter referred to as Seller/Consignor. For and in consideration of the services to be performed by the Auctioneer, the undersigned Seller of the property hereinafter described, hereby employs, and grants the Auctioneer the Exclusive Right to Sell the personal property, includes the right to sell said personal property at Public Auction, to the highest bidder(s) at a time and location best suited to the items consigned and as deemed appropriate by the Auctioneer. The Auctioneer is also granted the Right-to-Sell by offering personal property for prices deemed appropriate in the current market and in the best interest of the Seller. Seller warrants and represents to the Auctioneer that seller owns, has full authority and lawful power to sell and shall deliver title to the above-described property free of all claims, encumbrances or indebtedness, and that said property can be auctioned without violation of any Federal, State, or other regulations.

Terms and Services:

- 25% Commission on items up to \$1,000 each
15% Commission on items over \$1,000 each
- Pickup of items at \$40 per hour:
Each pickup includes personnel and a truck.
- On-location and/or Real Estate Clean-up
Contract addendum with fee schedule and terms will be negotiated at such time these events need to occur.
- \$2.00 per lot for on-line auction cataloging, photography, and uploading if this venue of auction is determined by both parties to be the best venue.
- Labor and other fees, if incurred, will be removed from proceeds of the auction unless other arrangements are made.

THE AUCTIONEER SHALL:

- A. Sell said property using professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the sale.
- B. Receive as commission for promoting and conducting said auction sale at the rates listed above based on the gross selling price, which shall be payable by the Seller through proceeds of auction at closing. Auctioneer may deduct commission and other fees incurred prior to payment to seller/consignor.
- C. Provide and prepare all forms of advertising required for auction.
- D. Keep accurate records of said sale and permit the seller to examine same.
- E. Place all proceeds in Trust Account for up to 15 banking days after which commission and fees will be deducted.
- F. Mail checks to the Seller on or before the 15th banking day along with description and hammer price of items sold and an itemization of any fees withheld.
- G. Be responsible for rendering any sales tax collected to Washington State.

THE SELLER/CONSIGNOR

- Owns the property to be sold in its entirety and/or has the legal right to sell it at auction.
- Understands that Mercury Auctions is not liable for theft or damage while items are in our possession. Seller's homeowners' insurance should be in effect to cover such losses. Seller's homeowners' or business insurance should be in effect at until sale is complete for this purpose.
- Understands that neither Seller/Consignor nor anyone acting for Seller/Consignor may bid on or buy back any item Seller/Consignor has consigned to auction. Understands that there are no minimum or reserve prices on the Consigned Articles and Auctioneer will not guarantee any selling price for said articles.

- Understands that decisions of which items will be selected for any internet auction is solely at the discretion of the Auctioneer.
- Understands that items of low value may sell in bulk for low money, or we may be unable to sell them at all. These items may be donated and/or otherwise disposed of with no monetary or list detail return to client. No items will be returned to consignor.
- Understands that items brought to our facility may not be sold all at once, but rather may be sold overtime to ensure correct placement. This may result in numerous checks until items are depleted.
- Agrees that in the event of breach of terms contained herein, to pay the auctioneer as liquidated damages all advertising and other expenses incurred, and a commission of the agreed to percentage of the value of said property or any other agreed upon amount prior to cancellation of the auction.
- Any item/s withdrawn from the auction after consultation of _____ must be declared to the Auctioneer immediately. Auctioneer may re-evaluate commission amount, location of auction or other considerations made at the time of consultation including voiding the contract. If declaration is not made, withdrawn items are subject to Auctioneer's appraisal and commission will be removed from other proceeds of the sale, except what has been discussed.
- May not interfere, prevent, or prohibit auctioneer in any manner prior to or during auction from carrying out his duties and obligations of this agreement.

Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller agrees that venue shall be in Lewis County, WA. Seller agrees to pay all costs and expenses of such action, including reasonable attorney fees. This agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, and assigns.

Seller _____ Date _____ Auctioneer/Representative _____
 152 Curtis Hill Road, Chehalis WA 98532 (Mail Only)

AUCTION HOUSE PHYSICAL ADDRESS: 153 Sturdevant Rd, Chehalis, WA. 360-748-3398
www.mercuryauctions.org

I wish to generate my own list of items sent to auction _____ (initials)

I decline to create a list of items sent to auction, agreeing to accept the list that is generated when items are recorded at time of sale. _____ (initials)

CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally-Recognized Indian Tribe, hereinafter referred to as "Chehalis" and the Napavine Police Department, a Federally-Recognized Indian Tribe hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

2. JAIL SERVICES. Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

3. PRISONER CONDUCT. Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

4. DURATION OF AGREEMENT. The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2025. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

5. TERMINATION. This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within the thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

6. RELEASE. Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

7. PAYMENT.

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and Eighty five dollars (\$85.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

8. MEDICAL CARE.

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
 - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
 - (a) the Prisoner's tribal affiliation, if any; and
 - (b) whether the Prisoner has his or her own medical insurance coverage; and
 - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
 - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
 - ii. If possible before sending a Prisoner to Chehalis, but in **no case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility**, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
 - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.

- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.
- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

9. TRANSPORTATION.

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.

10. CUSTODY TRANSFER. Officers of Customer placing a Prisoner in custody of Chehalis will be required to remain in the immediate presence of the Prisoner at all times until the booking process is complete, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's Prisoner at Customer's location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer's custody.

11. OFFENDER SERVICES. While housed in the Facility under this Agreement, Customer's Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis' court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer's Prisoners, as determined by Chehalis.

12. PRISONER COMMUNICATIONS. Subject to applicable law and Facility policy, Chehalis will provide Customer's Prisoners access to a telephone to appear for Customer's court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

13. NOTICES AND DESIGNATED REPRESENTATIVE. Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis: Confederated Tribes of the Chehalis Reservation
 Attn: Scott Williams
 P.O. Box 536
 Oakville, WA 98568

If to Customer: Napavine Police Department, Attn: Judy Godbey - P O Box 179, Napavine WA 98565

Customer shall immediately complete and submit to Chehalis a "Prisoner Medical Care – Authorized Staff Contact List" form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

14. RELATIONSHIP OF THE PARTIES. The parties intend that an independent inter-governmental relationship will be created by this Agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

15. INDEMNIFICATION. Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer's employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Chehalis and Chehalis' employees, agents, and representatives in the performance of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

17. DISPUTES. In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

18. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY. Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation, and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

20. INSURANCE. The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.
- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each

policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.

- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

21. NOTIFICATION RE: INMATE HEALTH AND SAFETY. The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

22. NO ASSIGNMENT. A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

23. COMPLIANCE. In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:
Confederated Tribes of the Chehalis Reservation
420 Howanut Road
P.O. Box 536
Oakville, WA 98568

Date: _____

Tribal Representative
Date: _____

FOR CUSTOMER:

To: Mayor and City Council
From: Bryan Morris, PW/CD Director
RE: Staff Report for Council Meeting, September 24, 2024

- **Planning Commission Meeting Minutes**

- Planning Commission Meeting Minutes – September 3, 2024

- **Project Updates**

- Scots Industries – Stabilizing soils for winter and containing stormwater runoff. Waiting for the final submittal on the water system upgrade for the Birch Avenue Booster Station.
- TA – Delayed. Tribal artifacts were found on site. Area of tribal artifacts is flagged until DAHP permit can be processed. Also waiting on WSDOT for final off-site (interchange) Approval.
- AT&T Cell Tower – Vertical Bridge has obtained a signed pass-through agreement. The City Attorney is reviewing the proposed lease to verify if the prior conditional use permit is still applicable.
- Rush Road STIP – Waiting for contracts from the Rush Road engineer.
- Woodard Road – NOA and SEPA comment period closed on September 16th. Currently reviewing comments to begin drafting staff report. Once the staff report is complete, a Public Hearing will be set for the Planning Commission.
- 2nd Ave SE Overlay Project – Waiting for the final pay submittal to close out this job.
- Ripple Creek Fish Passage Culverts – Grant submission was September 16th, waiting for results.
- Skate Park – Preliminary application submitted. Selected to submit Final application. Final application submitted and in the review process. Awards will be determined in October.
- Jefferson Station – Design plans at 60%. Additional .09 funds were granted. PWB grant has been tentatively awarded.
- Well 3 – shut down due to PFAS.
- Well 2 – turned off for PFAS on 06/12/24.
- Water – Selected a Hydrogeologist



NAPAVINE PLANNING COMMISSION MINUTES
September 3, 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 Haberstroh opened the regular Planning Commission meeting to order at 6:00 PM

ROLL CALL:

Planning Commission present: Commissioner Haberstroh, Commissioner Hollinger, Commissioner Torgerson, and Commissioner Morris. Commissioner Morris motioned to excuse Commissioner Graham, 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 Torgerson. Vote on motion 3 aye, 0 nay.

APPROVAL OF MINUTES:

Commissioner Hollinger motioned to approve minutes from the Planning Commission meeting on August 19, 2024, seconded by Commissioner Torgerson. Vote on motion 3 aye and 0 nay.

OLD BUSINESS:

1. Napavine Development Code – Chapter 16.05 Definitions – Final Version for Approval
Commissioner Morris motioned to approve Napavine Development Code – Chapter 16.05 Definitions and forward it on to city council, seconded by Commissioner Torgerson. Vote on motion 3 ayes 0 nay.

NEW BUSINESS:

1. Napavine Development Code – Chapter 16.02 General Provisions

Commissioner Torgerson motioned to approve Napavine Development Code Chapter 16.02 General Provisions and forward it on to city council, seconded by Commissioner Morris. Vote on motion 3 ayes 0 nay.

2. Napavine Development Code – Chapter 16.03 Administration

Commissioner Haberstroh had questions regarding the hearing examiner. Director Morris explained that the mayor has a resolution that has Planning Commission acting as the hearing examiner, but once we reach the 2500 population, we will have no choice but to use the hearing examiner. We are fixing the codes to transition to that when the time comes.

Commissioner Hollinger motioned to approve Napavine Development Code Chapter 16.03 Administration and forward it on to city council, seconded by Commissioner Torgerson. Vote on motion 3 ayes 0 nay.

CITIZEN COMMENT:

Director Morris informed the Planning Commission that they will have a Public Hearing in front of Planning Commission in the month of October. Discussion on when the October Planning Commission meetings are, Executive Assistant Katie Williams verified it is October 7th and October 21st.

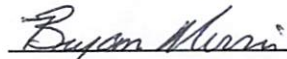
ADJOURNMENT 6:27 pm

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

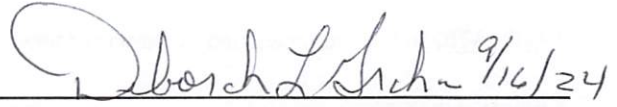
These minutes are not verbatim. If so desired, a recording of this meeting is available online at

<https://fccdl.in/3zdUSWL1u>.

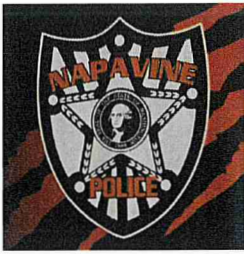
Respectfully submitted,



Bryan Morris, Community Development/Public Works Director

 9/16/24

Planning Commission Chairperson



NAPAVINE POLICE DEPARTMENT

COUNCIL 9/24/2024 STAFF REPORT

- Sam Patrick's official start date as a full-time officer will be October 1st. Please feel free to say hello and give him a warm welcome as a full-time employee with our police department.

Sincerely yours,

John Brockmueller
Chief of Police

jbrockmueller@cityofnapavine.com
jgodbey@cityofnapavine.com

PO Box 179 / 407 SW Birch Ave
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PH 360-262-9888 / FX 360-262-9885