



CITY COUNCIL MEETING AGENDA

Tuesday – May 13, 2025 – 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

****WORKSHOP: 2025 FEE SCHEDULE @ 5:30 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 – April 22, 2025
 - 1) Regular Council Meeting
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
- IX. EXECUTIVE SESSION: POTENTIAL LITIGATION RCW 42.30.110(1)(i).
Discussion with legal counsel.
- X. NEW BUSINESS
 - 1) Vouchers – M. Whitten
 - 2) Proclamation National Public Works Week May 18-24, 2025 - Mayor
 - 3) DRAFT Revised 2025 Fee Schedule – M. Whitten & Staff
 - 4) Lewis County 911 ILA – Chief Brockmueller
- 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 22, 2025, 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 6:00pm.

INVOCATION:

The invocation was led by Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O'Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O'Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Donald Webster Councilor #3, and Duane Crouse, Mayor Pro Tem.

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

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

CONSENT/APPROVAL OF AGENDA

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

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of the regular council meeting & Public Hearing Six Year Transportation Improvement Program 2026-2031 minutes for April 8, 2025.
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Greetings to the council & operations as normal.

Bryan Morris - PW/CD Director

- The report is in writing.

Michelle Whitten – Treasurer

- The conference she attended was great and learned a lot about AI and is looking forward to more information about AI coming out.

Sandra White - LCFD 5

- Narrowing the search for new Fire Chief and have three candidates. Once the permit is picked up from the City of Napavine a groundbreaking ceremony will be scheduled. They hope to have someone from the city council to participate. Once the date and time is set Rachelle will be notified. The new brush truck has arrived and finishing touches are being made. There will be an event to show the new truck off and Chief Peterson will send out a community update to when this will take place. Lewis County has approved the septic design for the Fire Station (5-2) on Jackson Hwy and Pier Rd. Advertisements for installment bids will be out soon. The testing will take place for entry level Firefighter/EMT on 5/3, so far 24 applications have been received. There were no applications submitted for Firefighter/Paramedic. Work is taking place with Fire Dist. 6 to the North identifying areas where both districts can benefit each other through cooperative agreements. Sandra asked the council if there was a deferred or consideration for permit fees due to the increase in city fees. Counselor Webster expressed concerns about the permit fee cost of \$34k and wants something to be done to lower the cost and help the fire department. Mayor O'Neill stated that this is the first he has heard of this information and to allow him to look into it and see what can be done.

Shawn O'Neill – Mayor

- Gave kudos the road crew and thanked them for all their hard work cleaning up and making the city look good.

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	26	52	51,275.15	39699-39724
Payroll Vendors			-	
Electronic Payments	6	6	547.31	EFT*20250414-19
Electronic Payroll	2	2	16,477.43	Eft*20250412-13
ACH Direct Deposit	16	16	38,761.47	Payroll 4/1-4/15 2025
Total Vouchers	50	76	\$107,061.36	

MOVED:	Don Webster	Motion: Pay the bills. Approval of the Vouchers dated April 2025 Second Council Meeting.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

RESOLUTION 2025-04-161 BOUNDARY LINE ADJUSTMENT BREEN ACRE LLC – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Approve Resolution 2025-04-161 Boundary Line Adjustment.
SECONDED:	Don Webster	
<i>Discussion: Legal counsel stated that RCW 35.13.340 allows the applicant to sign a petition and present to the city. He is not sure if the county has accepted this, but the city has to present the information to the county and then they will need to make a decision to accept/deny request. There are no legal concerns, and he thinks that this is positive for the City of Napavine.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye 0 nay.	

ADJOURNMENT: *Meeting Adjourned at 6:13 p.m.*

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried; 4 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fccdl.in/SYmitF4rzA) or at the link <https://fccdl.in/SYmitF4rzA> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



Voucher Report May 13, 2025

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
Reference Number: 39725	Lacie Dewitt	\$470.00	
<u>2025 MPA Conference</u>	4/23/2025	\$470.00	2025 MPA Conference Chelan
Reference Number: 39726	Transient Vendor	\$600.00	
<u>2025 PD Golf Tournament</u>	4/30/2025	\$600.00	2025 PD Golf Tournament
Reference Number: 39727	International Brotherhood Teamsters	\$1,235.00	
<u>Union Dues - 15553</u>	4/16/2025	\$52.75	
<u>Union Dues - 15554</u>	4/16/2025	\$39.75	
<u>Union Dues - 15555</u>	4/16/2025	\$62.25	
<u>Union Dues - 15556</u>	4/16/2025	\$48.75	
<u>Union Dues - 15557</u>	4/16/2025	\$42.75	
<u>Union Dues - 15558</u>	4/16/2025	\$42.75	
<u>Union Dues - 15560</u>	4/16/2025	\$35.25	
<u>Union Dues - 15562</u>	4/16/2025	\$31.25	
<u>Union Dues - 15563</u>	4/16/2025	\$41.75	
<u>Union Dues - 15564</u>	4/16/2025	\$39.75	
<u>Union Dues - 15565</u>	4/16/2025	\$43.25	
<u>Union Dues - 15566</u>	4/16/2025	\$39.75	
<u>Union Dues - 15567</u>	4/16/2025	\$62.25	
<u>Union Dues - 15568</u>	4/16/2025	\$35.25	
<u>Union Dues - 15570</u>	5/1/2025	\$52.75	
<u>Union Dues - 15571</u>	5/1/2025	\$39.75	
<u>Union Dues - 15572</u>	5/1/2025	\$62.25	
<u>Union Dues - 15573</u>	5/1/2025	\$48.75	
<u>Union Dues - 15574</u>	5/1/2025	\$42.75	
<u>Union Dues - 15576</u>	5/1/2025	\$42.75	
<u>Union Dues - 15578</u>	5/1/2025	\$35.25	
<u>Union Dues - 15580</u>	5/1/2025	\$31.25	

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>Union Dues - 15581</u>	5/1/2025	\$41.75	
<u>Union Dues - 15582</u>	5/1/2025	\$39.75	
<u>Union Dues - 15583</u>	5/1/2025	\$43.25	
<u>Union Dues - 15584</u>	5/1/2025	\$39.75	
<u>Union Dues - 15585</u>	5/1/2025	\$62.25	
<u>Union Dues - 15586</u>	5/1/2025	\$35.25	
Reference Number: 39728	Dept. of Licensing	\$61.25	
<u>2025 License Street Sweeper</u>	5/1/2025	\$61.25	2025 License Street Sweeper
Reference Number: 39729	Dept. of Licensing	\$13.25	
<u>2025*May Scrap Trailer</u>	5/5/2025	\$13.25	scrap trailer licensing
Reference Number: 39730	Rachelle Denham	\$330.20	
<u>May 7-9 Labor Relations training</u>	5/5/2025	\$330.20	May 7-9 Labor Relations training Dehnam
Reference Number: 39731	Napavine Municipal Court	\$25.00	
<u>202541210503915</u>	5/6/2025	\$25.00	Client paid wrong system for ticket
Reference Number: 39732	ALS Environmental	\$100.00	
<u>36-51-677619-0</u>	4/16/2025	\$100.00	metals testing
Reference Number: 39733	Badger Meter	\$428.24	
<u>80193861</u>	4/29/2025	\$428.24	2025 April 417 meter cellular
Reference Number: 39734	Buzzard Law Group, P.S.	\$8,912.50	
<u>18745</u>	4/25/2025	\$125.00	Lewis 3A0116749
<u>18900</u>	4/25/2025	\$12.50	5A0171988
<u>18902</u>	4/25/2025	\$62.50	5A0373896
<u>18903</u>	4/25/2025	\$12.50	5A0373897
<u>18904</u>	4/25/2025	\$25.00	Lewis 9Z0909507
<u>18905</u>	4/25/2025	\$12.50	5A0069903

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>18906</u>	4/25/2025	\$87.50 5A0069904, 5A0069905
<u>18907</u>	4/25/2025	\$225.00 5A0091875
<u>18909</u>	4/25/2025	\$12.50 5A0171986
<u>18910</u>	4/25/2025	\$50.00 5A0069878
<u>18911</u>	4/25/2025	\$25.00 5A0069879
<u>18912</u>	4/25/2025	\$75.00 5A0069885
<u>18913</u>	4/25/2025	\$12.50 5A0069898
<u>18914</u>	4/25/2025	\$12.50 5A0069901
<u>18915</u>	4/25/2025	\$12.50 5A0049165
<u>18920</u>	4/25/2025	\$25.00 5A0027959
<u>18921</u>	4/25/2025	\$25.00 5A0027960
<u>18922</u>	4/25/2025	\$37.50 5A0027966
<u>18923</u>	4/25/2025	\$12.50 5A0027971
<u>18924</u>	4/25/2025	\$12.50 5A0027973
<u>18929</u>	4/25/2025	\$25.00 5A0027958
<u>18930</u>	4/25/2025	\$37.50 Lewis 3A0549361, 3A0549362
<u>18933</u>	4/25/2025	\$25.00 Lewis 4A0571880
<u>18939</u>	4/25/2025	\$50.00 Lewis 2A0389260
<u>18940</u>	4/25/2025	\$37.50 Lewis 3A0330791
<u>18941</u>	4/25/2025	\$1,425.00 code enforcement/appeals/etc
<u>18943</u>	4/25/2025	\$112.50 Vertical bridge pass thru
<u>18944</u>	4/25/2025	\$3,600.00 Tiger Meadows pass thru
<u>18949</u>	4/25/2025	\$2,425.00 General Prosecution File
<u>18951</u>	4/25/2025	\$75.00 5A0069859
<u>18952</u>	4/25/2025	\$25.00 5A0069864
<u>18953</u>	4/25/2025	\$75.00 5A0069868
<u>18954</u>	4/25/2025	\$125.00 5A0069870, 5A0069871

Reference Number: 39735

2025 05*RWW/TP

City of Chehalis

5/5/2025

\$18,763.00

\$18,763.00 Monthly Sewer Treatment Costs 2025 May

Reference Number: 39736

City of Napavine

\$2,934.60

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>2025*05 police services</u>	5/5/2025	\$2,400.00 2025*05 police services
<u>2025*March Utility Tax</u>	5/5/2025	\$534.60 2025- March Water/Sewer Service Utility T
Reference Number: 39737 <u>D240918WA.00-4</u>	Consor North America, Inc 4/24/2025	\$32,059.94 \$32,059.94 RUSH RD
Reference Number: 39738 <u>24715952 042325</u>	Crystal Springs/Primo 4/30/2025	\$44.42 \$44.42 3 bottles water
Reference Number: 39739 <u>2025*May LEOFF i Part B</u>	Duane Elwood 5/5/2025	\$185.00 \$185.00 Medical Insurance Premium Part B 2025 M
Reference Number: 39740 <u>Q1 2025 employment security</u>	Employment Security Dept. 5/5/2025	\$4,849.00 \$4,849.00 Lopez unemployment Q1 2025
Reference Number: 39741 <u>1516997</u>	General Pacific Inc 4/30/2025	\$3,145.71 \$3,145.71 2" meter
Reference Number: 39742 <u>167863</u>	Goods Quarry 4/17/2025	\$172.67 \$172.67 2nd Ave water leak 5/8"minus
Reference Number: 39743 <u>16972509</u>	H. D. Fowler Company 4/10/2025	\$355.00 \$355.00 poly pipe/grip joint coupling
Reference Number: 39744 <u>1034077</u> <u>3624886</u>	Home Depot Credit Services 3/31/2025 4/8/2025	\$460.42 \$223.02 chlorox/shovel/2x6 \$237.40 14" cutoff machine
Reference Number: 39745 <u>0590</u>	I-5 Landscape Supply 5/1/2025	\$475.64 \$475.64 10 yds topsoil
Reference Number: 39746	Joseph O. Enbody	\$600.00

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>292009</u>	4/20/2025	\$600.00	2025 April Indigent 2 units
Reference Number: 39747	Kim Alexander	\$162.50	
<u>2025*04 Civil Service Secretary</u>	5/5/2025	\$162.50	2025* 04 Civil Service Sec
Reference Number: 39748	Lacie Dewitt	\$355.60	
<u>2025 May DMCMA Conf</u>	5/8/2025	\$355.60	2025 May DMCMA Conf
Reference Number: 39749	LCSO-Corrections Bureau	\$2,091.62	
<u>2025 April Jail</u>	5/2/2025	\$2,073.80	2025 April - 20# of beds days
<u>2025 April Medical</u>	5/7/2025	\$7.91	2025 April Medical
<u>2025 March Medical</u>	4/17/2025	\$9.91	2025 March Medical
Reference Number: 39750	Lewis County Animal Shelter	\$125.00	
<u>10853</u>	4/17/2025	\$80.00	1 canine
<u>10916</u>	5/5/2025	\$45.00	1 feline
Reference Number: 39751	Lewis County Auditor	\$311.50	
<u>25-4147</u>	4/25/2025	\$311.50	Breen Resolution
Reference Number: 39752	Lewis County Fleet Svs.	\$122.34	
<u>43100</u>	5/2/2025	\$122.34	24 Dodge Durango oil change
Reference Number: 39753	Lewis County PUD	\$6,139.09	
<u>104755002*2025 May</u>	4/23/2025	\$32.21	3/18-4/16 E Park ST
<u>104755003*2025 May</u>	4/23/2025	\$31.67	3/18-4/16 305 2ND Ave NE "Triangle"
<u>104755004*2025 May</u>	4/23/2025	\$59.31	3/18-4/16 WA & 2nd ST Traffic Signal
<u>104755005*2025 May</u>	4/23/2025	\$44.05	3/18-4/16 Ball Park Lights/207 W Washingt
<u>104755006*2025 May</u>	4/23/2025	\$51.17	3/18-4/16 Linhart Ave Lights
<u>104755007*2025 May</u>	4/23/2025	\$38.63	3/18-4/16 Pedestrian Overpass/2nd Ave NE
<u>104755008*2025 May</u>	4/23/2025	\$73.32	3/18-4/16 113 2nd Ave SE
<u>104755009*2025 May</u>	4/23/2025	\$89.81	3/18-4/16 207 Wash ST Park Concessions

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>104755010*2025 May</u>	4/30/2025	\$33.92 3/24-4/23 191 Hamilton RD
<u>104755011*2025 May</u>	4/23/2025	\$37.31 3/18-4/16 Stadium Heights ST Lights
<u>104755012*2025 May</u>	4/23/2025	\$46.69 3/18-4/16 Washington Birch ST Traffic Sigr
<u>104755014*2025 May</u>	4/23/2025	\$33.52 3/18-4/16 Washington Street Lighting
<u>104755015*2025 May</u>	4/23/2025	\$41.50 3/18-4/16 Camden Way ST Lights
<u>104755016*2025 May</u>	4/23/2025	\$38.40 3/18-4/16 Parkside Loop ST Light
<u>104755017*2025 May</u>	4/23/2025	\$242.18 3/18-4/16 3rd Ave NW/Pump Station
<u>104755018*2025 May</u>	4/23/2025	\$992.29 3/24-4/23 Various Street Lights
<u>104755019*2025 May</u>	4/23/2025	\$86.86 3/18-4/16 Chieri CT Sewer Station
<u>104755020*2025 May</u>	4/23/2025	\$1,102.95 3/18-4/16 Birch - Well #5/Birch Ave SW Pu
<u>104755021*2025 May</u>	4/23/2025	\$421.57 3/18-4/16 Jefferson ST E Pump Station
<u>104755022*2025 May</u>	4/23/2025	\$355.06 3/18-4/16 Rush RD Pump - 1168 Rush RD
<u>104755023*2025 May</u>	4/23/2025	\$39.17 3/18-4/16 Rowell ST - Well #3
<u>104755024*2025 May</u>	4/23/2025	\$489.46 3/18-4/16 Front ST - Well #2
<u>104755025*2025 May</u>	4/23/2025	\$407.02 3/18-4/16 207 W Washington - Pump
<u>104755026*2025 May</u>	4/30/2025	\$40.26 3/24-4/23 611 Koontz RD Light
<u>115588001*2025 May</u>	4/23/2025	\$54.97 3/18-4/16 Rathburn ST
<u>115588002*2025 May</u>	4/23/2025	\$41.96 3/18-4/16 4th & E Stella ST Light 250 W ST
<u>124227002*2025 May</u>	4/30/2025	\$678.00 3/24-4/23 1206 Rush RD - Well #6/Treatme
<u>124227003*2025 May</u>	4/23/2025	\$298.00 3/18-4/16 City Hall - 407 Birch Ave SW
<u>128323001*2025 May</u>	4/23/2025	\$31.67 3/18-4/16 207 W Washington - Amphitheat
<u>128578001*2025 May</u>	4/30/2025	\$42.44 3/24-4/23 Rush RD Lights
<u>128578002*2025 May</u>	4/30/2025	\$35.38 3/24-4/23 Rush RD Lights
<u>128578003*2025 May</u>	4/23/2025	\$35.83 3/18-4/16 Sommerville RD Light
<u>128578004*2025 May</u>	4/23/2025	\$41.34 3/18-4/16 7th Ave Security Light
<u>128578005*2025 May</u>	4/23/2025	\$51.17 3/18-4/16 555 2nd Ave NE Park Building
Reference Number: 39754	Lewis County Treasurer	\$73.01
<u>2025*04 Crime Victims</u>	5/8/2025	\$73.01 2025*04 Crime Victims
Reference Number: 39755	Mrs. Klean Janitorial	\$634.00
<u>INV-2533</u>	5/1/2025	\$634.00 2025 May - Clean City Hall

May 2025 1st Council Meeting

Reference	Date	Amount Notes
Reference Number: 39756 <u>2025*04 Interpreter Services</u>	Pete Hinton 5/8/2025	\$130.00 \$130.00 2025*04 Interpreter Services
Reference Number: 39757 <u>43739880</u> <u>43744569</u> <u>43885790</u>	Quill Corporation 4/15/2025 4/15/2025 4/25/2025	\$375.21 \$181.35 batteries/tp/pt/plates \$17.29 envelopes \$176.57 pens/paper
Reference Number: 39758 <u>34015</u>	Rychel Inc. Roto Rooter 4/29/2025	\$523.32 \$523.32 roots in sewer line
Reference Number: 39759 <u>2025*04/03 Prescriptions LEOFF 1</u> <u>2025*05 LEOFF Insurance</u>	Sarah Berry c/o Duane Elwood 5/5/2025 5/5/2025	\$349.12 \$89.12 2025*04/03 Prescriptions LEOFF 1 \$260.00 2025*05 LEOFF Insurance
Reference Number: 39760 <u>03437</u>	Scheibmeir, Kelly & Nelson P. S 3/31/2025	\$420.00 \$420.00 extra prosecution
Reference Number: 39761 <u>323478</u>	Service Saw Workwears 4/9/2025	\$166.89 \$166.89 labor tune up FS130 Bike
Reference Number: 39762 <u>2025*April Court Remit</u>	State Treasurer's Office 5/8/2025	\$1,994.22 \$1,994.22 2025*April Court Remit
Reference Number: 39763 <u>958073</u> <u>958121</u> <u>958127</u> <u>958301</u> <u>958747</u> <u>959289</u>	Sweeny's Ace Hardware 4/1/2025 4/1/2025 4/1/2025 4/4/2025 4/9/2025 4/14/2025	\$213.55 \$5.38 Spray Bottle BIU/GR 32oz \$18.33 Contractor Bag 55G 15PK \$0.58 Misc Fasteners \$8.19 LIQ Nail Ultra Duty 18 oz \$18.25 Flange Floor 1" Galv/Mis Fasteners \$7.54 Toggle Switch HD SPST

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Reference	Date	Amount Notes
<u>959414</u>	4/15/2025	\$34.52 Respirator Paint/Pestmed
<u>959492</u>	4/16/2025	\$59.33 Professional Respirator/Discontinued For 2
<u>959968</u>	4/21/2025	\$17.24 Formula 409 MSC LMN 32oz/Lysol ProDIS
<u>960183</u>	4/23/2025	\$15.10 Tape Barcde Caution1000'
<u>960790</u>	4/28/2025	\$23.71 Clorox Wipes 75PK/Battery ALkln AA 4PK
<u>960921</u>	4/29/2025	\$5.38 Poly Tarp 6'X8" HP
Reference Number: 39764	The Farm Store	\$541.96
<u>191522</u>	4/22/2025	\$541.96 Glystar + & Crossbow 2 ea
Reference Number: 39765	Toledotel	\$351.27
<u>10081693</u>	5/1/2025	\$351.27 2025 May 1 - May 31 VOIP
Reference Number: 39766	Transient Vendor	\$150.00
<u>2025 4/17/25 Interpreter</u>	4/17/2025	\$150.00 2025 4/17/25 Interpreter
Reference Number: 39767	Transient Vendor	\$34.44
<u>2025 May 1571.0 Refund</u>	5/7/2025	\$34.44 Refund Overpayment Acc 1571.0
Reference Number: 39768	Transient Vendor	\$26.93
<u>2025 May 3254.0 Refund</u>	5/7/2025	\$26.93 Refund Overpayment Acc 3254.0
Reference Number: 39769	Transient Vendor	\$31.82
<u>2025 May 3318.0 Refund</u>	5/7/2025	\$31.82 Refund Overpayment Acc 3318.0
Reference Number: 39770	Travers Electric	\$216.38
<u>151838</u>	4/16/2025	\$216.38 park lit vandalism
Reference Number: 39771	Tyler Rental	\$81.72
<u>E622979</u>	4/30/2025	\$81.72 rototiller rear tined
Reference Number: 39772	US Cellular	\$1,332.37

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>0722952445</u>	4/12/2025	\$250.07	4/12-5/11 2025 PW cellphones
<u>0722969505</u>	4/12/2025	\$1,033.77	4/12-5/11 2025 PD/Court/PW mifi cell
<u>0724880681</u>	4/20/2025	\$48.53	4/20-5/19 2025 Treasurer cell
Reference Number: 39773	Utilities Underground Location Center	\$10.80	
<u>5040196</u>	4/30/2025	\$10.80	2025 April 8 locates
Reference Number: 39774	Vander Stoep, Blinks, Jones & Unzel	\$1,100.00	
<u>2025*May Judge</u>	5/8/2025	\$1,100.00	2025*May Judge
Reference Number: 39775	WA Dept of Transportation	\$2,588.83	
<u>Invoice - 5/7/2025 8:29:24 AM</u>	5/7/2025	\$2,588.83	2025 April Fuel
Reference Number: 39776	Washington State Patrol	\$12.00	
<u>12506297</u>	5/1/2025	\$12.00	CPL Background Checks Ross
Reference Number: 39777	Winlock Auto Supply	\$10.68	
<u>028372</u>	5/6/2025	\$10.68	washer fluid cap
Reference Number: 40250	Owen Equipment	\$84,997.26	
<u>1282025CW</u>	4/30/2025	\$84,997.26	2011 Elgin Crosswind Sweeper
Reference Number: April 16-30, 2025	Payroll Vendor	\$39,077.61	
<u>ACH Pay - 15570</u>	5/1/2025	\$2,270.70	
<u>ACH Pay - 15571</u>	5/1/2025	\$2,266.69	
<u>ACH Pay - 15572</u>	5/1/2025	\$3,257.81	
<u>ACH Pay - 15573</u>	5/1/2025	\$2,722.16	
<u>ACH Pay - 15574</u>	5/1/2025	\$2,489.33	
<u>ACH Pay - 15575</u>	5/1/2025	\$972.48	
<u>ACH Pay - 15576</u>	5/1/2025	\$2,219.02	
<u>ACH Pay - 15577</u>	5/1/2025	\$2,291.23	
<u>ACH Pay - 15578</u>	5/1/2025	\$2,143.35	

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>ACH Pay - 15579</u>	5/1/2025	\$2,622.11
<u>ACH Pay - 15580</u>	5/1/2025	\$1,248.18
<u>ACH Pay - 15581</u>	5/1/2025	\$2,134.15
<u>ACH Pay - 15582</u>	5/1/2025	\$2,146.36
<u>ACH Pay - 15583</u>	5/1/2025	\$2,236.99
<u>ACH Pay - 15584</u>	5/1/2025	\$2,865.85
<u>ACH Pay - 15585</u>	5/1/2025	\$3,204.79
<u>ACH Pay - 15586</u>	5/1/2025	\$1,986.41
Reference Number: EFT*20250501	AFLAC Remittance Processing	\$919.57
<u>Aflac - 15555</u>	4/16/2025	\$32.36
<u>Aflac - 15559</u>	4/16/2025	\$60.71
<u>Aflac - 15563</u>	4/16/2025	\$28.47
<u>Aflac - 15572</u>	5/1/2025	\$32.37
<u>Aflac - 15577</u>	5/1/2025	\$60.71
<u>Aflac - 15581</u>	5/1/2025	\$28.47
<u>Aflac Disability - 15559</u>	4/16/2025	\$47.84
<u>Aflac Disability - 15560</u>	4/16/2025	\$63.44
<u>Aflac Disability - 15563</u>	4/16/2025	\$62.73
<u>Aflac Disability - 15567</u>	4/16/2025	\$95.68
<u>Aflac Disability - 15569</u>	4/16/2025	\$68.54
<u>Aflac Disability - 15577</u>	5/1/2025	\$47.84
<u>Aflac Disability - 15578</u>	5/1/2025	\$63.44
<u>Aflac Disability - 15579</u>	5/1/2025	\$68.55
<u>Aflac Disability - 15581</u>	5/1/2025	\$62.74
<u>Aflac Disability - 15585</u>	5/1/2025	\$95.68
Reference Number: EFT*20250502	Washington Teamsters Welfare Trust	\$21,351.80
<u>Medical /Dental/Vision - 15570</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15571</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15572</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15573</u>	5/1/2025	\$1,455.20

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>Medical /Dental/Vision - 15574</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15576</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15577</u>	5/1/2025	\$17.10
<u>Medical /Dental/Vision - 15578</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15579</u>	5/1/2025	\$17.10
<u>Medical /Dental/Vision - 15581</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15582</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15583</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15584</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15585</u>	5/1/2025	\$1,455.20
<u>Medical /Dental/Vision - 15586</u>	5/1/2025	\$1,455.20
<u>Medical Dental Vision - 15553</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15554</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15555</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15556</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15557</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15558</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15563</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15564</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15565</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15566</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15567</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15568</u>	4/16/2025	\$100.00
<u>Medical Dental Vision - 15570</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15571</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15572</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15573</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15574</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15576</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15581</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15582</u>	5/1/2025	\$100.00
<u>Medical Dental Vision - 15583</u>	5/1/2025	\$100.00

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>Medical Dental Vision - 15584</u>	5/1/2025	\$100.00	
<u>Medical Dental Vision - 15585</u>	5/1/2025	\$100.00	
<u>Medical Dental Vision - 15586</u>	5/1/2025	\$100.00	
Reference Number: EFT*20250503	Vimly Benefit Solutions, Inc	\$2,124.26	
<u>Medical/Dental - 15577</u>	5/1/2025	\$1,036.38	
<u>Medical/Dental - 15579</u>	5/1/2025	\$1,087.88	
Reference Number: EFT*20250504	Nationwide Retirement Solutions	\$8,639.42	
<u>Deferred Comp - 15554</u>	4/16/2025	\$300.00	
<u>Deferred Comp - 15555</u>	4/16/2025	\$150.00	
<u>Deferred Comp - 15557</u>	4/16/2025	\$100.00	
<u>Deferred Comp - 15558</u>	4/16/2025	\$100.00	
<u>Deferred Comp - 15559</u>	4/16/2025	\$673.50	
<u>Deferred Comp - 15560</u>	4/16/2025	\$75.00	
<u>Deferred Comp - 15563</u>	4/16/2025	\$150.00	
<u>Deferred Comp - 15564</u>	4/16/2025	\$300.00	
<u>Deferred Comp - 15565</u>	4/16/2025	\$307.74	
<u>Deferred Comp - 15567</u>	4/16/2025	\$150.00	
<u>Deferred Comp - 15568</u>	4/16/2025	\$150.00	
<u>Deferred Comp - 15569</u>	4/16/2025	\$300.00	
<u>Deferred Comp - 15571</u>	5/1/2025	\$300.00	
<u>Deferred Comp - 15572</u>	5/1/2025	\$150.00	
<u>Deferred Comp - 15574</u>	5/1/2025	\$100.00	
<u>Deferred Comp - 15576</u>	5/1/2025	\$100.00	
<u>Deferred Comp - 15577</u>	5/1/2025	\$673.50	
<u>Deferred Comp - 15578</u>	5/1/2025	\$75.00	
<u>Deferred Comp - 15579</u>	5/1/2025	\$300.00	
<u>Deferred Comp - 15581</u>	5/1/2025	\$150.00	
<u>Deferred Comp - 15582</u>	5/1/2025	\$300.00	
<u>Deferred Comp - 15583</u>	5/1/2025	\$307.74	
<u>Deferred Comp - 15585</u>	5/1/2025	\$150.00	

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>Deferred Comp - 15586</u>	5/1/2025	\$150.00	
<u>Deferred Comp Match - 15571</u>	5/1/2025	\$300.00	
<u>Deferred Comp Match - 15572</u>	5/1/2025	\$150.00	
<u>Deferred Comp Match - 15574</u>	5/1/2025	\$100.00	
<u>Deferred Comp Match - 15576</u>	5/1/2025	\$100.00	
<u>Deferred Comp Match - 15577</u>	5/1/2025	\$701.72	
<u>Deferred Comp Match - 15578</u>	5/1/2025	\$75.00	
<u>Deferred Comp Match - 15579</u>	5/1/2025	\$650.22	
<u>Deferred Comp Match - 15581</u>	5/1/2025	\$150.00	
<u>Deferred Comp Match - 15582</u>	5/1/2025	\$300.00	
<u>Deferred Comp Match - 15583</u>	5/1/2025	\$300.00	
<u>Deferred Comp Match - 15585</u>	5/1/2025	\$150.00	
<u>Deferred Comp Match - 15586</u>	5/1/2025	\$150.00	
Reference Number: EFT*20250505	Dept of Treasury Internal Revenue Ser	\$7,710.88	
<u>Federal Income Tax - 15570</u>	5/1/2025	\$418.34	
<u>Federal Income Tax - 15571</u>	5/1/2025	\$213.69	
<u>Federal Income Tax - 15572</u>	5/1/2025	\$690.46	
<u>Federal Income Tax - 15573</u>	5/1/2025	\$563.38	
<u>Federal Income Tax - 15574</u>	5/1/2025	\$491.04	
<u>Federal Income Tax - 15575</u>	5/1/2025	\$0.00	
<u>Federal Income Tax - 15576</u>	5/1/2025	\$401.29	
<u>Federal Income Tax - 15577</u>	5/1/2025	\$360.73	
<u>Federal Income Tax - 15578</u>	5/1/2025	\$367.45	
<u>Federal Income Tax - 15579</u>	5/1/2025	\$512.88	
<u>Federal Income Tax - 15580</u>	5/1/2025	\$18.24	
<u>Federal Income Tax - 15581</u>	5/1/2025	\$373.26	
<u>Federal Income Tax - 15582</u>	5/1/2025	\$168.21	
<u>Federal Income Tax - 15583</u>	5/1/2025	\$269.32	
<u>Federal Income Tax - 15584</u>	5/1/2025	\$322.87	
<u>Federal Income Tax - 15585</u>	5/1/2025	\$729.61	
<u>Federal Income Tax - 15586</u>	5/1/2025	\$190.53	

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>Medicare - 15570</u>	5/1/2025	\$46.86
<u>Medicare - 15570 (2)</u>	5/1/2025	\$46.86
<u>Medicare - 15571</u>	5/1/2025	\$46.95
<u>Medicare - 15571 (2)</u>	5/1/2025	\$46.95
<u>Medicare - 15572</u>	5/1/2025	\$70.03
<u>Medicare - 15572 (2)</u>	5/1/2025	\$70.03
<u>Medicare - 15573</u>	5/1/2025	\$56.42
<u>Medicare - 15573 (2)</u>	5/1/2025	\$56.42
<u>Medicare - 15574</u>	5/1/2025	\$53.10
<u>Medicare - 15574 (2)</u>	5/1/2025	\$53.10
<u>Medicare - 15575</u>	5/1/2025	\$14.50
<u>Medicare - 15575 (2)</u>	5/1/2025	\$14.50
<u>Medicare - 15576</u>	5/1/2025	\$47.18
<u>Medicare - 15576 (2)</u>	5/1/2025	\$47.18
<u>Medicare - 15577</u>	5/1/2025	\$54.89
<u>Medicare - 15577 (2)</u>	5/1/2025	\$54.89
<u>Medicare - 15578</u>	5/1/2025	\$43.14
<u>Medicare - 15578 (2)</u>	5/1/2025	\$43.14
<u>Medicare - 15579</u>	5/1/2025	\$55.99
<u>Medicare - 15579 (2)</u>	5/1/2025	\$55.99
<u>Medicare - 15580</u>	5/1/2025	\$20.77
<u>Medicare - 15580 (2)</u>	5/1/2025	\$20.77
<u>Medicare - 15581</u>	5/1/2025	\$46.47
<u>Medicare - 15581 (2)</u>	5/1/2025	\$46.47
<u>Medicare - 15582</u>	5/1/2025	\$44.05
<u>Medicare - 15582 (2)</u>	5/1/2025	\$44.05
<u>Medicare - 15583</u>	5/1/2025	\$47.30
<u>Medicare - 15583 (2)</u>	5/1/2025	\$47.30
<u>Medicare - 15584</u>	5/1/2025	\$53.20
<u>Medicare - 15584 (2)</u>	5/1/2025	\$53.20
<u>Medicare - 15585</u>	5/1/2025	\$69.55
<u>Medicare - 15585 (2)</u>	5/1/2025	\$69.55

May 2025 1st Council Meeting

Reference	Date	Amount Notes
<u>Medicare - 15586</u>	5/1/2025	\$39.39
<u>Medicare - 15586 (2)</u>	5/1/2025	\$39.39
Reference Number: EFT*20250506	Dept of Retirement Systems	\$8,186.43
<u>Emp Rtmt - 15570</u>	5/1/2025	\$171.12
<u>Emp Rtmt - 15571</u>	5/1/2025	\$295.00
<u>Emp Rtmt - 15572</u>	5/1/2025	\$255.35
<u>Emp Rtmt - 15573</u>	5/1/2025	\$204.66
<u>Emp Rtmt - 15574</u>	5/1/2025	\$194.81
<u>Emp Rtmt - 15576</u>	5/1/2025	\$171.12
<u>Emp Rtmt - 15577</u>	5/1/2025	\$344.86
<u>Emp Rtmt - 15578</u>	5/1/2025	\$271.03
<u>Emp Rtmt - 15579</u>	5/1/2025	\$351.75
<u>Emp Rtmt - 15580</u>	5/1/2025	\$130.49
<u>Emp Rtmt - 15581</u>	5/1/2025	\$291.98
<u>Emp Rtmt - 15582</u>	5/1/2025	\$276.78
<u>Emp Rtmt - 15583</u>	5/1/2025	\$297.18
<u>Emp Rtmt - 15584</u>	5/1/2025	\$334.25
<u>Emp Rtmt - 15585</u>	5/1/2025	\$436.95
<u>Emp Rtmt - 15586</u>	5/1/2025	\$247.45
<u>Taxable Retirement - 15570</u>	5/1/2025	\$274.36
<u>Taxable Retirement - 15571</u>	5/1/2025	\$205.95
<u>Taxable Retirement - 15572</u>	5/1/2025	\$409.42
<u>Taxable Retirement - 15573</u>	5/1/2025	\$328.15
<u>Taxable Retirement - 15574</u>	5/1/2025	\$312.36
<u>Taxable Retirement - 15576</u>	5/1/2025	\$274.36
<u>Taxable Retirement - 15577</u>	5/1/2025	\$240.76
<u>Taxable Retirement - 15578</u>	5/1/2025	\$189.22
<u>Taxable Retirement - 15579</u>	5/1/2025	\$270.28
<u>Taxable Retirement - 15580</u>	5/1/2025	\$91.10
<u>Taxable Retirement - 15581</u>	5/1/2025	\$203.84
<u>Taxable Retirement - 15582</u>	5/1/2025	\$193.23

May 2025 1st Council Meeting

Reference	Date	Amount	Notes
<u>Taxable Retirement - 15583</u>	5/1/2025	\$207.47	
<u>Taxable Retirement - 15584</u>	5/1/2025	\$233.35	
<u>Taxable Retirement - 15585</u>	5/1/2025	\$305.05	
<u>Taxable Retirement - 15586</u>	5/1/2025	\$172.75	
Reference Number: EFT*20250507	Dept of Licensing Firearms Desk	\$90.00	
<u>NV00000136 Ross</u>	5/6/2025	\$18.00	NV00000136 Ross
<u>NV00000137 Mestaz</u>	5/6/2025	\$18.00	NV00000137 Mestaz
<u>NV00000138 Woody</u>	5/6/2025	\$18.00	NV00000138 Woody
<u>NV00000139 Matson</u>	5/6/2025	\$18.00	NV00000139 Matson
<u>NV0000015 Hartley</u>	5/6/2025	\$18.00	NV0000015 Hartley
Reference Number: EFT*20250508	Invoice Cloud Inc	\$160.50	
<u>3636-2025 4</u>	4/30/2025	\$160.50	2025 April online system
Reference Number: EFT*20250509	Invoice Cloud Inc	\$211.00	
<u>3636-2025 3</u>	5/8/2025	\$211.00	2025*March Online Access
Reference Number: EFT*20250510	DE Lage Landen Financial Services	\$464.86	
<u>589889751</u>	3/31/2025	\$464.86	2025 -4/1-4/300 Sharp MX3071 CH
Reference Number: EFT*20250511	Dept of Revenue	\$448.08	
<u>2025*Mar Excise tax</u>	5/5/2025	\$448.08	2025*Mar Excise tax
Total		\$271,278.68	

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

Accounts Payable	45	134	180,659.27	39725-26/28-39777/40250
Payroll Vendors	1	1	1,235.00	39727
Electronic Payments	5	5	1,374.44	EFT*20250507-0611
Electronic Payroll	6	6	48,932.36	EFT*20250501-06
ACH Direct Deposit	17	17	39,077.61	Payroll 4/16-4/30 2025
Total Vouchers	74	163	271,278.68	

Reference	Date	Amount	Notes
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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 _____,2025



Proclamation

National Public Works Week

May 18–24, 2025

“People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of City of Napavine; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in City of Napavine to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, BE IT RESOLVED, I, Shawn O’Neill, Mayor, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, we have hereunto affixed the seal of the City of Napavine on this, Thirteenth day of May Two Thousand and Twenty-Five.

Shawn O’Neill, Mayor

Attest:

Rachelle Denham, City Clerk



2025 FEE SCHEDULE Attachment A

Resolution 2024-12-155 Adopted by City Council on December 10, 2024

Fee Type		Fee Amount
All		
	*Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
A.	Copies/Duplication	
	Legal/City Clerk	
	Certification of documents and Affixing City	\$0.15 per page + \$3.00
	Preparation of verbatim City Council minutes	\$50.00/hour
	Reproduction of City Council audio tapes	\$5.00
	Various Departments to include Clerks Office, Treasurers Office, Police Department, Court and Community Development	
	Public Records: An agency may waive any charge assessed for a request pursuant to agency rules and regulations	
	Public Record 25 pages or less	NO FEE
	Copies of all Public Records 26 pages or more	\$0.15 per page
	Standard and Legal Color Copies	\$0.50 per page
	Scanned Public Records into Electronic Format	\$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	\$0.10 per gigabyte
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Body worn camera request – Staff Redaction time per minute* Large req-% of estimated costs**	\$0.62 10%
	*the city will charge all requestors that request body camera footage except those listed in RCW 42.56.24 (c) (i) for the time it takes the city to redact the footage **for the purposes of providing requestors estimated costs of a request under RCW 42.56.120 (2)(f), the city estimates that redaction takes 10 minutes of staff time per 1 minute of raw footage for targeted video redaction (with or without audio redaction)	
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Napavine is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	Non Sufficient Funds (NSF) Fee	\$40.00
	Public Works	
	Engineering Standards Manual	Cost plus 15%
	Public Works Standards	Available on line
	Development Standards	Available on line
	Stormwater Plan	\$40
	Comprehensive Plan	Available on line
	Subdivision and Zoning Standards	Available on line
	Capital Facilities Plan	\$10

Road Standards	Available on line
Light Standards	\$2 Available online

B.	City Hall Rental Fees - Two-hour minimum reservation required for facility use	
	Council Chambers Fee (non-refundable)	\$25.00 * fee waived for non profit organizations
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required because of an event.	

Fee Type		Fee Amount
C.	PLANNING AND DEVELOPMENT FEES	
	Administrative Fee	
	**Pass-thru Agreement -All costs involved to include attorney review, engineering review, advertising, filing fees, etc	\$500.00 non refundable plus all costs
	Plat/Subdivision Fees (includes Binding Site Plans and Planned Unity Developments)*	
	Preliminary Plat:	
	2-5 lots	\$650.00*
	6-10 lots	750.00*
	11-15 lots	850.00*
	16-20 lots	950.00*
	21-25 lots	1,050.00*
	26-35 lots	1,150.00*
	36-50 lots	1,250.00*
	51-75 lots	1,350.00*
	76-100 lots	1,450.00*
	101 +	1,450.00*
	Additional per lot over base	\$5*
	Plat Amendment (before final plat approval)	
	Major	\$1,320.00* plus \$100 per lot;
	Minor	\$660.00* plus \$100 per lot;
	Final Plat	\$500.00*
	Plat Alterations (after final plat approval)	\$2,500.00 *
	Binding Site Plans	\$500.00*
	Short Plat	\$500.00*
	Short Plat Amendments	\$1,000.00
	Boundary Line Adjustments (BLA)/Lot	\$500.00*
	Recording Fees	Fees Not Included
	Discretionary Land Use Permits	

Conditional Use Permits	\$350.00 *
Master Facilities Plan	\$2,200.00 *
Major Variances	\$500.00 *
Major Variances for single family dwelling (where project valuation does not exceed \$12,000)	\$500.00*
Administrative Variances	\$400.00
Administrative Use Permits	\$1500.00
Temporary Use Permits	\$150.00*
Fee Type	Fee Amount
C. PLANNING AND DEVELOPMENT FEES (continued)	
Major Modifications of Permit Approval	1/2 of original permit cost
Minor Modifications of Permit Approval	1/4 of original permit cost
Shoreline Substantial Development Permit	\$3,500*
Shoreline Conditional Use Permit/Shoreline Variance	\$500.00*
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Community and Economic Development Department that the project is exempt from the Shoreline Master Program.)	\$175.00*
Appeals & Reconsiderations	
Reconsideration of a Decision of the Hearing Examiner	\$300.00 plus \$2,500.00 hearing examiner cost deposit ⁽¹⁾
Appeal of the Administrative Officer's Decision	\$450.00
Appeal of SEPA Determination	\$450.00
Amendments to Plans & Regulations	
Amendments to the Comprehensive Plan & other related policy documents	\$1,000.00*
Amendments to Development Regulations	\$1,000.00 *
Amendments to the Shoreline Master Program	\$3,200.00
Site-Specific Rezone	\$3,100.00

C.	PLANNING AND DEVELOPMENT FEES (continued)	
Zoning Certification/Site Plan Review		
Single family dwelling construction in residential zones are subject to the following fee schedule:		
Construction Value:		
\$0 — \$74,999		\$50.00
\$75,000 — \$124,999		\$100.00
\$125,000 — \$224,999		\$150.00
Over \$225,000		\$300.00
Other Developments: All new buildings or exterior tenant improvements in commercial or industrial zones, and all other construction and development activity, other than single family dwelling construction, are subject to the following fee:		
Construction Value	CED Zoning Certification Fee	Compliance check w/ permit conditions
\$0 — \$99,999	\$260.00	\$50.00
\$100,000 — \$249,999	\$530.00	\$200.00
\$250,000 — \$499,999	\$790.00	\$450.00
\$500,000 — \$999,999	\$1,000.00	\$700.00
\$1,000,000 — \$4,999,999	\$2,000.00	\$1,200.00
\$5,000,000 — \$10,000,000	\$2,500.00	\$1,700.00
Over \$10,000,000	\$3,000.00	\$2,200.00
Site Plan Review without a Building Permit. The zoning certification and site plan review fee for those development projects for which no building permit is required but which requires site plan review and a zoning certification, shall be based on the value of the proposed development to be undertaken. The value of the proposed construction/development shall be determined based on professional estimates by a licensed engineer, architect, landscape designer or contractor. These estimates may include but are not limited to, grade and fill of the site, paving, placement of utilities, lighting, landscaping, and other site improvements. The combined total of the cost estimates for all development on the site shall be the established value basis for the zoning certification and site plan review fee found in the table above.		
Zoning Certification with No Site Plan Review Required	A \$20.00 fee applies to zoning certifications where only a business license is required.	
	A \$50.00 fee applies to projects where the proposed land use must be reviewed with respect to development standards, but there is no requirement for submitting a site plan, e.g. an interior tenant improvement.	
Mixed Use Buildings	Site plan review and/or zoning certification application fees may be reduced by 50% if the application is for the construction of a mixed use building. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES - continued		
Miscellaneous Planning Fees		
Accessory Living Quarters		\$100.00
Design Review	Application fees may be reduced by 50% if the application is for a mixed use building. Fee reduction applies to site plan review/zoning certification and design review. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	\$200.00
Time Extensions		\$240.00
Annexation Petition		
Petition to Annex		\$250.00*
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		
Other Fees		
Staff Review Fees (includes re-inspection and investigative fees, and additional staff review when the processing of the application exceeds the application base fees as outlined in the fee schedule.)		\$92.00 hr
Development Agreement		\$250.00*
Pre-Application Conference Pass thru Contract	\$1500.00 - Of this amount, \$100.00 can be applied to related permits filed within sixty (60) days of the preapplication conference* If pass-thru contract is determined at/or before the pre-application fee can be used as pass-through downpayment with a signed pass through contract. *250 of the CD/PW Director determines a pass-through contract is required	
Final Certification of Occupancy/Site		\$100.00
Certification Home Occupation with customers		\$350.00
Limited Home Occupation		\$20.00

Fee Type		Fee Amount
C.	PLANNING AND DEVELOPMENT FEES -	
	SEPA & Wetland Fees	
	Written SEPA Exempt Determination (The fee applies only to requests for a written determination by the Community & Economic Department that the project is exempt from the requirements of SEPA)	\$50.00
	Environmental Checklist for applicable Process I and II applications	\$350.00*
	Environmental Checklist for applicable Process III, IV, and V applications (e.g. conditional use permits, variances, shoreline substantial development permits, plats, master plans, and land use map/text changes)	\$1,840.00
	Environmental Checklist for applicable Process V applications (e.g. generalized or comprehensive ordinance text amendments, area wide amendments, annexations, and adoption of new planning related ordinances)	Staff review hourly rate; \$2,500.00 deposit is required
	Environmental Impact Statement (EIS)	\$350.00 *
	Additional SEPA Review (See WAC 197-11-335)	No charge, except any third party consultant costs to the City.

Fee Type		Fee Amount
D.	Tree Removal Permit	
	<u>Note:</u> 1. Must Get a Street Right -of-way Permit for all tree removals	
	Removal of trees, all types and species, in association with rights of-way and/or utility easements	public agency, and/or utility is required to provide notification to the City.



2025 FEE SCHEDULE Attachment A

Resolution 2024-12-155 Adopted by City Council on December 10, 2024

Fee Type		Fee Amount
E.	GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS	
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI Construction Costbook may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	Valuation	Corresponding Permit Fee
	\$0 - \$500	\$23.50
	\$501 - \$2,000	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,001 - \$25,000	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,001 - \$50,000	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,001 - \$100,000	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,001 - \$500,000	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,001 - \$1,000,000	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	\$1,000,001 -and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15for each additional \$1,000.00 or fraction thereof

Fee Type		Fee Amount
E. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Plan Review Fees		
Plan review fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one hour (\$92.00) Plan review for residential site specific base plans shall be \$500.		
Other		
	Demolition Fees	*200.00
	Single Family (including duplex)	\$200.00
	Residential Accessory Building	\$100.00
	Commercial/Multi Family (including mobile home parks	
	Less than 10,000 square feet	\$200.00
	10,000 to 100,000 square feet	\$400.00
	100,000 square feet or more	\$600.00
	Mobile Manufactured Home Setup Permit	\$184.00 350.00
State Building Code Council (SBCC) Surcharge - Residential		\$6.50 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
State Building Code Council (SBCC) Surcharge - Commercial		\$25.00 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
General Comments		
1)	Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
3)	A reinspection fee shall be calculated at \$92.00 per occurrence. **Not charged until 3rd inspection of same offense**	
4)	Additional plan review resulting from revisions, resubmittals and other documents shall be calculated at \$92.00 per hour of staff time expended.	
5)	Additional hourly rates for which no specific fee is identified shall be calculated at \$92.00 per hour.	
6)	Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11)	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC Building Valuation per square foot.	



2025 FEE SCHEDULE Attachment A

Resolution 2024-12-155 Adopted by City Council on December 10, 2024

Fee Type		Fee Amount
General Comments (continued)		
12)	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.	
13)	Review of deferred submittals, \$92 per hour, minimum one hour.	
14)	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15)	Work without permits; double fees for building permits and plan review fees.	
16)	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).	
E. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS		
Mechanical Permit Fees		
New Single Family Residences and Duplex (per unit) Flat Fee		\$175.00
Residential (Prescriptive Design)		\$175.00
Commercial and Non-Prescriptive Residential		Per Valuation w/ Minimum \$175.00
New Commercial Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
<u>Project Valuation</u>		<u>Fee</u>
Up to \$5,000 10,000		\$85.00
\$5,000 10,001 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000. 175.00
> \$100,000 100,001-\$500,000		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof. 350.00
\$500,001 and up		\$2,500.00
Mechanical Review Fees		
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:		
<u>Equipment Unit Schedule Description</u>		<u>Fee</u>

Permit Issuance	\$34.00
Issuing supplemental permits	\$12.00
Furnaces up to and including 100,000 BTU	\$22.00
Furnaces over 100,000 BTU	\$29.00
Appliance vents	\$12.00
Repair or additions to A/C systems	\$22.00
Boilers, compressors and absorption systems up to and including 3 horsepower	\$29.00
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower	\$53.00
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower	\$76.00
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower	\$100.00
Boilers, compressors and absorption systems over 50 horsepower	\$123.00
Air handlers up to and including 25 tons	\$18.00
Air handlers over 25 tons	\$29.00
Evaporative coolers	\$41.00
Ventilation and exhaust (fans and hoods)	\$18.00
Incinerators, domestic type	\$29.00
Incinerators, international type	\$41.00
Each gas piping from 1 to 5 outlets	\$12.00
-Additional outlets per outlet	\$3.00
Miscellaneous	\$18.00

Fee Type	Fee Amount
E. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued	
PLUMBING PERMIT FEES	
New Single Family Residences and Duplex (per unit) flat fee	\$225.00
New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.	
Project Valuation	Fee
Up to \$5,000 \$10,000	\$85.00
\$5,000 10,001 - \$100,000	\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000 175.00
\$100,000 100,001-\$500,000	\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof. 350.00
\$500,001 and up	\$2,500.00
PLUMBING REVIEW FEES	
When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.	
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.	

<u>Equipment Unit Schedule</u>	<u>Fixture Fee</u>
Permit Issuance	\$34.00
Issuing supplemental permits	\$12.00
Furnaces up to and including	\$22.00
Each plumbing fixture with one trap	\$12.00
Each building sewer	\$22.00
Each drain for indoors rainwater system	\$12.00
Each cesspool	\$35.00
Each private sewage disposal system	\$59.00
Each water heater and vent	\$12.00
Each gas piping from 1 to 5 outlets	\$12.00
—Additional outlets per outlet	\$3.00
Each waste incinerator	\$12.00
Water piping or water treating system	\$12.00
Repair or alteration of drainage or vent	\$12.00
Backflow device for lawn sprinklers	\$12.00
Vacuum breakers from 1 to 5	\$12.00
—Additional units over 5 per each	\$3.00
Backflow device for other systems over 2 inches in diameters	\$24.00
Cross connection of reclaimed water system	\$47.00
Each graywater system	\$59.00
Medical gas system from 1 to 5 outlets	\$71.00
—Additional outlets over 5 per each	\$12.00

Fee Type		Fee Amount
F.	OTHER FEES	
	Administrative Services	
	Lien Filing Fee	\$50.00 plus all recording fees
G.	PUBLIC WORKS PERMIT FEES	
	Permits	
	Site Development Permit (covers site work, including erosion control, clearing, grading and drainage)	
	Project Value	Permit Fee
	\$0—15,000	\$920.00
	\$15,001—\$50,000	\$1,840.00
	\$50,001—\$150,000	\$4,600.00
	\$150,001—\$1,000,000	\$8,280.00
	Over \$1,000,001	\$16,560.00
	Project Value is defined as the value of all improvements outside the building footprint.	
	Right-of-Way Permit (authorization to use right-of-way for minor construction, parking or other non-intrusive use)	\$25.00 plus any staff time at \$92.00 per hour
	Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.)	
	Annual Right-of-Way Permit (authorization for utility companies to use right of-way for non-intrusive maintenance activities)	\$500.00 PER PUBLIC WORKS DIRECTOR EVALUATION OR DESIGNEE
	Pavement Degradation Fee : (recovers loss in pavement serviceability due to pavement cuts):	
	Road Material, Type, PCI Score	PDF Fee
	Flexible, High Volume, In moratorium	\$85.00 per square yard
	Flexible, High Volume, PCI 100-85	\$42.00 per square yard
	Flexible, High Volume, PCI 84-70	\$34.00 per square yard
	Flexible, High Volume, PCI 69-50	\$25.00 per square yard

	Rigid, High Volume, In moratorium	\$164.00 per square yard
	Rigid, High Volume, PCI 100-85	\$82.00 per square yard
	Rigid, High Volume, PCI 84-70	\$66.00 per square yard
	Rigid, High Volume, PCI 69-50	\$49.00 per square yard
	Flexible, Med Low Volume, In moratorium	\$54.00 per square yard
	Flexible, Med Low Volume, PCI 100-85	\$27.00 per square yard
	Flexible, Med Low Volume, PCI 84-70	\$22.00 per square yard
	Flexible, Med Low Volume, PCI 69-50	\$16.00 per square yard
	Rigid, Med Low, In moratorium	\$142.00 per square yard
	Rigid, Med Low, PCI 100-85	\$71.00 per square yard
	Rigid, Med Low, PCI 84-70	\$57.00 per square yard
	Rigid, Med Low, PCI 69-50	\$43.00 per square yard

Fee Type		Fee Amount
G.	PUBLIC WORKS PERMIT FEES - continued	
	Right-of-Way Vacation Permit ("Sale" or vacation of city right-of-way to abutting property owners)	\$500*
	Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right of way; includes pavement cuts, excavation, traffic control, etc.)	\$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
	Oversize Load Permit (all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Napavine streets)	Individual \$184.00 Annual \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
	Reinspection Fee (to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit)	\$92.00
	General Inspection Fee (for inspection not otherwise listed)	\$92.00 per hour
	Miscellaneous Permits (any Public Works permit not covered by the fee schedule, if performed by an employee)	Rate will be based on actual hourly costs, plus benefits (30%), operating costs (16%) and central services costs (16%)
	Professional Services Contracts (any private or public professional service contract needed)	Rate will be billed 100%, plus 10% administrative charges

Fee Type		Fee Amount
H.	PARKS AND RECREATION PROGRAMS (Facility/Use)	
	Parks, Recreation & Community Services	
	Special Use Permit*	
	Mayme Shaddock Park- Jim Haslett Kitchen	Full Day \$100.00 Half Day \$50.00
	Napavine Amphitheater	\$100.00* \$300 refundable deposit Proof of insurance required
	Additional event fees and services may include permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, etc)	Market rate + 15%
	Alcohol Permit Fee ** (must be purchased in addition to a special use permit)	
	Small events	\$200.00
	Large events	\$500.00
	Major events	\$1,000.00
	** Special conditions apply	
	Facility Use Cancellation/Reschedule Fees	
	- Recreation Administrative Fee	\$10.00 (non-refundable)
	- Special Use Permit - less than 30	(0%) 100% retained by City
	- Special Use - 31-60 days prior to use	(50% refunded) 50% retained by City
	- Special Use - more than 61 days prior	(75% refunded) 25% retained by City

Fee Type		Fee Amount
H.		
	Community & Economic Development	
	Fireworks Fees	
	1) Fees for temporary fireworks stand permit	\$100.00
	2) Fees for a public display permit	\$245.00
	3) A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows:	
	-\$500,000 for injuries to any one person in one accident or occurrence;	
	-\$1,000,000 for injuries to two or more persons in any one accident or occurrence;	
	-\$500,000 for damage to property in any one accident or occurrence; and/or	
	-\$1,000,000 combines single limit for any one accident or occurrence	
	4) A bond for clean up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check)	\$500.00

Fee Type		Fee Amount
I.	BUSINESS LICENSE FEE SCHEDULE	
	**All Business Licenses must be obtained via WA State Department of Revenue	
	General Business License (GBL)	\$50.00
	Renewal of GBL	\$25.00
	Temporary Business License (one day)	\$5.00
	Late Renewal fee per month to original fee	\$5.00
	Carnivals and Circuses	\$25.00 per day
	Solicitors and Peddlers	\$10.00 per solicitor or peddler

J.	SMALL WIRELESS FACILITIES	
	Community & Economic Development	
	Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights of way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.	\$5,000.00 Plus Pass through
	Small Wireless Facility Permit Fee (per facility)	\$100.00
	Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)	\$270.00
	Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) —This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.	\$276.75
	Small Wireless Facility Pole Replacement Fee (per replaced pole)	\$1,000.00

Fee Type		Fee Amount
K.	ANIMAL CONTROL LICENSING FEES	
	Police	
	The annual license fees for the ownership, keeping, or having control of dogs in the City shall be as follows:	
	- Dogs (altered)	\$10.00
	- Dogs (unaltered)	\$25.00
	- Replacement License	\$3.00
	-Late License Fee an additional fee if not licensed by Jan 31 each year	\$10.00
	- Register Potentially Dangerous dog	\$100.00
	-Register Dangerous Dog	\$200.00
	- Late registration of Dangerous Dog	\$25.00
	- Disposal Fee (relinquished animal)	\$20 minimum/plus actual cost
	- Kennel fee over 4 dogs (plus license fee per animal)	\$100.00
	- Impound fee (1 st Day)	\$35.00
	-(plus holding fee – beginning 2 nd day)	\$10 per day
	- County Impound Fee	Actual Cost of fee
	Reduced rates for physically disabled and senior citizens, 55 years of age or older:	
	- Dogs	\$5.00
	Animals exempted from payment of fee - Guide Dog or Service Animal (with proper documents)	No Fee
	In order to receive the fee advantage for altered dogs, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
L.	BURGLAR/SECURITY ALARM PERMIT FEES	
	Police	
	The fee for burglar/security alarm systems operating within the City of Napavine as defined in the Napavine Municipal Code are as follows:	
	Annual Permit Fee	\$24.00
	- for Senior Citizens or Physically Disabled	\$12.00
	General False Alarm Fee	\$100.00 each incident
	Robbery False Alarm Fee	\$200.00 each incident
	Supplemental False Alarm Fee for Unregistered	\$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	\$25.00
	Appeal Fee (refundable if fee is overturned)	\$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	\$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	\$200.00
	Failure to comply and provide customer lists to Alarm Administrator	\$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	\$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	\$10.00 per each registered alarm user in City, with maximum of \$100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or \$10.00 per alarm user of letters that have been sent

M.	CPL	
	Police	
	Original CPL	\$50.75 + .50 lamination
	CPL - Renewal	\$32.00 +.50 lamination
	Replacement CPL	\$10.00

N.	WATER SERVICE MONTHLY RATES		
	Public Works		
	Single Family monthly base rate	Inside city limits	Outside city limits
	• 5/8"-3/4" meter	\$21	\$36
	• 1"	\$26	\$51
	• 2"	\$51	\$107
	• Consumption per 100 c.f.	\$4.00	\$4.50
	Multi Family monthly base (Apartment, duplex, triplex) w/1 meter serving all units		
	• Per unit	\$21.00	\$36.00
	• Consumption per 100 c.f.	\$4.00	\$4.50
	Commercial/Industrial monthly base including Government and Schools		
	• 5/8"-3/4"	\$26	\$41
	• 1"	\$31	\$56
	• 2"	\$56	\$112
	• + ERU charge per section 13.04.020 (J)		
	• Consumption per 100 c.f.	\$5	\$5
	Fire Protection per 13.04.010 monthly fee		
	• 2" meter	\$15	\$23
	• 4" meter	\$30	\$40
	Unmetered Residential monthly fee		
	• 5/8"-3/4"	\$69	
	• 1"	\$74	
	• 2"	\$99	
	Meter re-read during office hours if customer requested, and meter was originally read correctly	\$10	\$10
	After hours service call – cost of each employee involved, including travel time w/ minimum fee of \$75		
	Late Charge		10% of outstanding bill
	Disconnect Charge		\$25
	Service Call for Temporary Shutoff		\$10
	Door Knocker Fee/ Turn on Fee		\$10
	NSF Fee		\$40
	Hydrant Fee – plus usage of \$4.00 per 100 c.f.		\$50
	Backflow Assembly Testing – Annually for those with devices. After testing and any issues, devices must be fixed immediately, or this will cause a disconnection of service.		Fee based on actual cost of BAT.

N.	SEWER SERVICE MONTHLY RATES		
	Public Works		
	Single Family monthly base rate	Inside city limits	Outside city limits
	• Monthly base rate ¾”	\$61	\$70
	• Monthly base rate 2”	\$120	
	• Usage based off water consumption per 100 cf up to 3,500 cf	\$4.50	\$5.00
	Exceeding 3,500 cf	\$5.00	\$5.50
	• Summer Sewer Rate for the months of June/July/August/September for all consumption	\$4.50	\$5.50
	Multi Family monthly base (Apartment, duplex, triplex) w/1 meter serving all unity		
	• Per Unit	\$61	\$70
	Commercial/Industrial monthly base including Government and Schools		
	• 5/8”	\$63	\$70
	• 1”	\$88	\$100
	• 1 ½ “	\$95	\$135
	• 2”	\$126	\$190
	• Usage based off water consumption per 100 cf	\$5	\$5.50
	Unmetered Sewer per month	\$112	
	Sewer service for water lines larger than 2” will be determined after review of application		

N.	CONNECTION FEES			
	Public Works			
	To connect to City lines, the following charges apply and must be paid with the City building permit fees for new connections inside the city limits. For new connections outside the city limits, proof of a county building permit is required prior to accepting payment of the connection fee and placement of any service. The fee covers the continuous cost of maintenance and operations of the water/sewer lines, system, and reservoirs by the City of Napavine.			
	WATER- per unit			
		Inside City Limits	Outside City Limits	Commercial/Industrial/Govt/School
	5/8”-3/4”	\$6,200	\$9,300	\$6,200
	1”	\$6,800	\$10,200	\$9,000
	1 ½”	\$11,000	\$33,000	\$16,500
	2”	\$18,000	\$54,000	\$27,000
	ADU per RCW 36.70A.681	\$3,100 + \$500 Infrastructure fee	\$4,650 +\$1,000 Infrastructure fee	
	1” Irrigation	\$4,700	\$5,700	\$4,700
	Infrastructure fee per unit	\$1,000	\$2,000	\$2,000
	Water connection charges for meters larger than a 2” meter shall be negotiated on a case-by-case basis and will consider applicable water usage information and requirements related to the proposed type of use. If information regarding the type of usage or water usage estimate for a new service is not available, the connection fee shall be based upon the base connection fee (above) multiplied by the applicable meter capacity factor for the size meter required per the City’s adopted plumbing codes in NMC.			
	Hotel/Motel – rates are determined by .5 ERU per room			
	SEWER- per unit			
		Inside City Limits	Outside City Limits	Commercial/Industrial/Govt/School

	• Gravity	\$8,200	\$12,300	As determined by review of application
	• Gravity - ADU	\$4,100 + \$500 Infrastructure fee	\$6,150 + \$1,000 Infrastructure fee	
	• Pressure	\$8,350	\$12,525	As determined by review of application
	• Pressure - ADU	\$4,175 + \$500 Infrastructure Fee	\$6,262.50 + \$1,000 Infrastructure fee	
	Infrastructure Fee per unit	\$1,000	\$2,000	As determined by review of application
	• Interceptor Fee	\$1,000 per each connection	\$1,000 per each connection	\$1,000 per each connection
	• Inspection fee			
	In addition to the above connection fee, a meter parts bill will be mailed to you upon completion of the connection. The Customer is responsible for all connection costs associated with the connection. Once the meter is in place, it is the customer's responsibility to take the water from the meter to the intended place of residence. If the customers' s meter is installed in a zone of high-water pressure, a pressure reducing valve (PRV) will be installed after the meter. This PRV will henceforth be the customer's responsibility along with all piping downstream from the meter.			

Interlocal Agreement LEWIS COUNTY 911

Effective Date:

This Interlocal Agreement ("**Agreement**") is entered into by and between Lewis County, the cities of Centralia, Chehalis, Napavine, Winlock, Vader, Toledo, Mossyrock, and Morton, the Town of Pe Ell, Lewis County Fire Districts 1- Onalaska, 2 – Toledo, 3 – Mossyrock, 4 – Morton, 5 – Napavine, 6 – Chehalis, 8 – Salkum, 9 – Mineral, 10 – Packwood, 11 – Pe Ell, 13 – Curtis, 14 – Randle, 15 – Winlock, 16 – Doty, 17 – Ashford, 18 – Glenoma, Cowlitz-Lewis Fire District 20, and Riverside Fire Authority, each municipal corporations and political subdivisions of the State of Washington (individually, a "**Party**" and collectively, the "**Parties**"). This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as LEWIS COUNTY 911. This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the governing body of each jurisdiction, as shown by the signature pages attached hereto.

WHEREAS, current public safety communications systems, including public safety answering point (PSAP) facilities and radio system infrastructure, require updating and new technologies to meet future demands; and

WHEREAS, the Parties and the residents of Lewis County would benefit both in terms of efficiency and economy from a communications system consolidated into a single agency for the purpose of providing public safety communication services to Lewis County and the cities, towns, and fire protection jurisdictions within Lewis County; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes the Parties to enter into an interlocal agreement for the joint provision of communication services; and

WHEREAS, a new Emergency Communications joint undertaking to be referred to as LEWIS COUNTY 911 will provide consolidated communications services currently performed by Lewis County 911 Communications; and

WHEREAS, it is the intent that, where appropriate, LEWIS COUNTY 911 will be the successor and assign to existing Lewis County 911 Communications obligations and agreements;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are as follows:
 - a. Administering Agency (AA) – Lewis County will provide administrative support and fiscal services on behalf of LEWIS COUNTY 911 as the Administering Agency. The Administering Agency will be the fiscal agent for LEWIS COUNTY 911 in accordance with the requirements of chapter 39.34 RCW. Lewis County will continue to be the Employer of all employees of Lewis County 911 during the term of this agreement. Lewis County

will continue to own all assets and property used for the performance of Lewis County 911 during the term of this agreement.

- b. Executive Board - The governing board for LEWIS COUNTY 911 is comprised of agents appointed by the Parties as provided herein, who will act on behalf of all Parties and as may be in the best interest of LEWIS COUNTY 911 in order to carry out the purposes of this Agreement. All policy decisions of Lewis County 911 shall be made by the Executive Board.
 - c. Operations Board –A board comprised of members as provided herein who represent the operations divisions of their respective agencies. This board provides operational suggestions to the Executive Director and advises the Executive Board on operational matters.
 - d. Funds – Any fund established by the Administering Agency as the fiscal agent, with said Funds being, in all respects, segregated from the general funds of the Administering Agency.
 - e. Operating Fund of LEWIS COUNTY 911– A fund or account held by the Administering Agency for the receipt of taxes and other revenues, including contributions from the Parties and other private or public entities for the purpose of paying for the operations of and supporting the LEWIS COUNTY 911 annual budget per RCW 39.34.030 (4) (b).
 - f. Executive Director – The chief executive officer for LEWIS COUNTY 911 responsible for LEWIS COUNTY 911 administration, operations, budget and other matters as dictated by this agreement and the Executive Board. Lewis County’s current 911 Department Director shall be the Executive Director at the commencement of this agreement.
 - g. Staff – The full-time and part-time personnel hired or assigned by the Administering Agency with the responsibility of carrying out LEWIS COUNTY 911 operations.
 - h. LEWIS COUNTY 911—the joint undertaking created in conformance with RCW 39.34.030 (4), pursuant to this agreement
 - i. LEWIS COUNTY 911 Equipment—equipment that is focused on the specific tools and technology used within the LEWIS COUNTY 911 communications center itself.
 - j. Infrastructure Equipment—refers to the broader communication infrastructure that supports the operations across the entire communications network of member agencies.
2. PURPOSE AND TERM. The purpose of this interlocal agreement is to define a general scope of services, develop a concept of operations, identify participating agencies (Parties) to include their duties, roles, responsibilities, and authorities, and outline the financial and budget process. The Agreement also provides for participation in updates and changes along with laying the groundwork for the development of a strategic plan that addresses operations, infrastructure, and monetary issues in the future. The term of this agreement is three years, commencing on January 1, 2025, **provided** that the agreement may be extended for additional three-year terms if the Parties are not ready to proceed with a more permanent interlocal agreement, at the end of any extension year.

3. SCOPE OF AGREEMENT. The Parties acknowledge it is essential to work together regularly and encourage a spirit of open communication in an effort to develop an emergency communications system that takes into consideration the needs of the community, the needs of all participating agencies, and the financial interests of the group as a whole.

This Agreement outlines the LEWIS COUNTY 911 and infrastructure partnerships, management structure, roles and responsibilities, policies, operating plan, and budget and formulas for establishing user fees.

4. STRUCTURE; CREATION OF A JOINT BOARD. By executing this Agreement, the Parties do not establish a separate legal entity nor administrative agency but instead agree to a joint undertaking known as LEWIS COUNTY 911 and agree to create a joint board to be responsible to administer and govern LEWIS COUNTY 911 pursuant to RCW 39.34.030(4) ("Executive Board"). The Executive Board will be composed of members as provided in Section 5 of this Agreement. The Executive Board will act on behalf of all Parties in the best interest of LEWIS COUNTY 911 in order to carry out the purposes of this Agreement. LEWIS COUNTY 911 is not authorized to own assets nor does LEWIS COUNTY 911 constitute an employer.

5. EXECUTIVE BOARD.

- a. Membership. LEWIS COUNTY 911 will be governed by an Executive Board composed as follows: one Lewis County Commissioner to be selected from time to time by the Lewis County Board of County Commissioners, the Elected County Sheriff, the Centralia Mayor/City Councilor or designee, the Chehalis Mayor/City Councilor or designee, a representative appointed by the Lewis County Fire Commissioners Association, a representative appointed by the Lewis County Fire Chiefs Association, and a rotating Police Chief of either of the cities of Chehalis or Centralia, for a total board not to exceed seven members. Members of the Executive Board shall be appointed yearly by Parties prior to December 31st annually and terms will run from January 1st to December 31st of the following year.
- b. All Executive Board meetings shall be public meetings. Party representatives are encouraged to attend to provide input on agenda items to the Board. Chair. A Chair of the Executive Board is hereby created. The Chair of the Executive Board will (1) be elected by the members of the Executive Board from the Executive Board membership; (2) will preside over all meetings of the Executive Board; and (3) will, in the absence of an Executive Director, process issues, organize meetings, and provide for administrative support as required by the Executive Board, or delegate those responsibilities to appropriate Staff. The Chair will serve a one-year term but may be re-elected by the Executive Board for one additional year.

- c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence or inability to serve and shall have full voting rights. Notice of the designation must be provided to the Chair of the Executive Board within a reasonable time
- d. Powers. The Executive Board will have the power to:
- i. Manage and govern LEWIS COUNTY 911.
 - ii. Develop and approve an annual budget and annual work plan for LEWIS COUNTY 911;
 - iii. Adopt policies and procedures for the administration of LEWIS COUNTY 911 and for the conduct of meetings;
 - iv. Establish policies for the expenditure of LEWIS COUNTY 911 budgeted items;
 - v. Designate a fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of LEWIS COUNTY 911" ("LEWIS COUNTY 911 Fund"), within which Fund may be established various accounts and subaccounts.
 - vi. Hold regular meetings on those dates and at those places as the Executive Board may designate by written resolution;
 - vii. Direct the Administering Agency to enter into contracts and agreements for the provision of personnel and other necessary services to LEWIS COUNTY 911, including but not limited to accounting services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements, or other legal documents necessary with public and private entities or persons for LEWIS COUNTY 911 to carry out its purposes. Execution of any contracts on behalf of LEWIS COUNTY 911 must be approved by the Executive Board and then sent to the governing board of the Administering Agency for approval and execution;
 - viii. Establish the responsibilities of the LEWIS COUNTY 911 Executive Director, by developing a job description, collaborate with the Administering Agency in the hiring process, provide performance reviews for that position, and direct and oversee the activities of the LEWIS COUNTY 911 Executive Director in collaboration with the Administering Agency;
 - ix. Assist with acquiring grants and other funds on behalf of LEWIS COUNTY 911 and direct the Administering Agency to enter into contracts or other agreements with the appropriate agency or agencies for the use of those funds to carry out the purposes of this Agreement; and
 - x. Take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of LEWIS COUNTY 911 over all matters within the scope of this Agreement **provided** that the Administering Agency shall perform its administrative functions without direct oversight by the Executive Board. The Executive Board may delegate responsibility for general oversight and day-to-day supervision of the operations of LEWIS COUNTY 911 to the Executive Director. The LEWIS COUNTY 911 Executive Director will submit quarterly budget performance and progress reports on the status of the communications center to the Executive Board and the governing body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Administering Agency will provide administrative support services on behalf of LEWIS COUNTY 911. The Administering Agency will be the fiscal agent for LEWIS COUNTY 911 in accordance with the requirements of chapter 39.34 RCW.

Any Party providing personnel to LEWIS COUNTY 911 will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting LEWIS COUNTY 911 to provide the services authorized in this Agreement.

As the Administering Agency, Lewis County shall provide comprehensive administrative and fiscal support to the Executive Board. This includes assigning specific duties to various county departments as follows:

- A. **Administrative:** Lewis County is authorized to enter into contracts and agreements as directed by the Executive Board on behalf of the Executive Board. Such contracts or agreements shall be consistent with all applicable County policies and procedures, including purchasing policies. Lewis County will also provide risk management services.
- B. **Finance.** Lewis County is authorized to serve as the fiscal agent for LEWIS COUNTY 911, including printing and administering budgets, tracking revenue receipts and expenditures, and processing payments, claims, vouchers and payroll, and making appropriate reporting to and filings with governmental and taxing agencies.
- C. **Human Resources.** The County is authorized to provide human resources related services for LEWIS COUNTY 911, including recruitment of new employees to serve LEWIS COUNTY 911, payroll, processing, creating and maintaining appropriate employment records, and other employee matters as directed by the Chair. Lewis County's personnel policies will apply to Lewis County's employees who provide service to LEWIS COUNTY 911.

- D. **Insurance.** The County, through its Human Resources Department, shall also administer the health and medical insurance programs of the LEWIS COUNTY 911 employees, and, in conjunction with other departments of the County, shall oversee liability insurance coverage, and shall act as risk manager, with liability insurance coverage being provided through the Washington Counties Risk Pool.
- E. **Legal Services.** The County, through the Prosecuting Attorney's Office, shall provide legal representation to the Administering Agency (Lewis County) only, including drafting and reviewing contracts, resolutions, and other legal documents on behalf of Lewis County to be used by Lewis County 911. Legal services for the Executive Board will be provided by the counsel chosen by the Executive Board. Conflicts between (1) individual parties, or (2) an individual party and either LEWIS COUNTY 911 or the Executive Board will require the individual parties to fund their own legal expenses. Should litigation or other legal proceedings be commenced against LEWIS COUNTY 911, each Party shall be responsible for providing its own legal defense at its own cost and being responsible for its own share of any judgment, award, and/or other obligation, subject to Section 22 herein. The County will respond to public records requests for records of LEWIS COUNTY 911 held by the Administering Agency. All other records of the Parties concerning their participation in LEWIS COUNTY 911 will be processed in accordance with Section 21 of this Interlocal Agreement. The Legal Services provided may be supplemented as necessary to comply with the Administering Agency's obligations as an insured of the Washington Counties Risk Pool.
- F. **Bar Against Several Settlements.**

Subject to Section 22 herein:

1. **NO SEVERAL SETTLEMENTS.** For any claim against Lewis County 911 or any of its Parties concerning issues involving the services provided herein, no Party shall enter into any settlement agreement without the express written consent of all other involved Parties.
2. **SETTLEMENT REQUIREMENTS.** Any proposed settlement must: a) Include all involved Parties as parties to the settlement; b) provide for a complete release of all claims against all involved Parties; and c) allocate liability and settlement contributions among the involved Parties in a manner agreed upon by all involved Parties.
3. **VIOLATION.** Any settlement entered into in violation of this provision shall be void and unenforceable.
4. **EXCEPTION.** This bar against several settlements may be waived only upon written agreement of all involved Parties, which agreement shall specify: a) the terms of the proposed settlement; b) the allocation of remaining liability among

non-settling involved Parties; and c) the impact on contribution and indemnity rights.

5. **PRESERVATION OF RIGHTS.** Nothing in this provision shall affect the Parties' rights to contribution or indemnity as provided by law or separate agreement.

G. **Information Technology.** Lewis County shall provide support of information technology related to computers, software, applications, phones, servers, network equipment and other systems provided by Lewis County and not otherwise maintained by LEWIS COUNTY 911 staff or outside vendor support (i.e. 911 phone system, radio systems, etc.).

H. **Facilities.** County's 911 communications center is currently located in a County facility. As long as this arrangement remains in place, LEWIS COUNTY 911 will pay all fees associated with the occupied facility space and maintenance services provided by the County, as approved by the Board of County Commissioners.

7. **MEETINGS OF THE EXECUTIVE BOARD.**

- a. **Frequency.** The Executive Board will meet as often as it deems necessary but not less often than quarterly.
- b. **Quorum.** A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) present who represent a simple majority of the Board's membership. Executive Board members (or alternates) may participate and be considered present in any meeting by phone or video conferencing for all purposes, including but not limited to voting and establishing a quorum.
- c. **Action.** No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to approve all budget and fiscal matters, to add a new Party to this Agreement, extend the term of this agreement, or to modify the proposed contribution methodology for dues and assessments (see Section 17). Official action by the Executive Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Executive Board. All actions of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, may vote on any proposed action. The Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. OPERATIONS BOARD. The Operations Board serves as an advisory board to the Executive Board and may make procedural decisions related to the operations of LEWIS COUNTY 911, provided there is no conflict with powers explicitly held by the Executive Board.
- a. Membership. The Operations Board will be composed of the Centralia PD Chief or designee, Chehalis PD Chief or designee, Lewis County Sheriff's Department Undersheriff, small cities Police Chief, Riverside Fire Authority Chief, Chehalis Fire Department Chief, Fire Chief East (Mossyrock and eastward), and Fire Chief West or their designees, for a total not to exceed eight members. Operations Board member terms shall be 2 years.
 - b. Duties. The Operations Board may make procedural decisions related to the operations of LEWIS COUNTY 911 provided there is no conflict with powers explicitly held by the Executive Board as outlined in Section 5. The Operations Board may refer items to the Executive Board for approval as needed. Duties of the Operations Board shall include:
 - i. Discuss current issues, make recommendations to the Executive Director on procedures, operations, and financial issues, and to act upon the recommendations of any special committees they so designate.
 - ii. Inform their agencies (other staff members) of the matters at hand and recommendations by the Operations Board.
 - iii. When there is not a unanimous approval for an operational change, it shall be the responsibility of the representatives' discipline to take that matter up with other members of the discipline to achieve a consensus or majority approval to make the change before it is brought back to the Operations Board for reconsideration.
 - iv. Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery.
 - v. Make recommendations relative to dispatcher-staffing levels within the agreed upon budget constraints.
 - vi. Make recommendations relative to service levels. Changes in service levels shall be submitted to the Executive Director. If such recommendations have a financial impact, the Executive Director will evaluate the impact and communicate it to the Executive Board in the preparation of the ensuing year's budget.
 - vii. May create such advisory committees as it shall require to investigate and make recommendations regarding special issues.

9. MEETINGS OF OPERATION BOARD.

- a. Frequency. The Operations Board shall meet monthly or as necessary to address operational business.
- b. Quorum. A simple majority of the board members shall constitute a quorum, which is required to conduct an Operations Board meeting. Alternate agency representation shall be allowed.
- c. Action. All actions taken by the Operations Board must receive a majority vote of the quorum to be enacted. Actions will be recorded in the meeting minutes and items requiring action by the Executive Board will be added to the next Executive Board meeting.

10. EXECUTIVE DIRECTOR. The Executive Director is appointed by and reports to the Executive Board of LEWIS COUNTY 911. The Executive Director must be an employee of the Administering Agency or become such an employee before the appointment is effective. The Executive Director shall be an at-will employee. After consultation with and approval by the Human Resources department of the Administering Agency, and after obtaining the AA's approval, the Executive Board shall have the authority to direct the Administering Agency to terminate the Executive Director. Should the Administering Agency refuse or fail to hire the appointed Executive Director as an employee, the Executive Board shall appoint another person to serve as Executive Director whom the Administering Agency is willing to hire at a salary level and with additional compensation consistent with the Administering Agency's salary bands, additional compensation, and benefits. Duties and responsibilities of the Executive Director shall be set forth in the Job Description adopted by the Executive Board and may include, but are not limited to:

- a. Implement the mission, goals, and budget of LEWIS COUNTY 911.
- b. Establish and submit a yearly budget to the Executive Board for approval.
- c. Submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party.
- d. Monitor revenues and expenses as they relate to the approved annual budget.
- e. Direct the Administering Agency to enter into contracts on behalf of the Executive Board. Ensure contracts meet the purchasing and administrative requirements of the Administering Agency as defined by the Administering Agency Contract.
- f. Set minimum staffing standards.
- g. In cooperation with the Administering Agency responsible for employment of LEWIS COUNTY 911 Staff, negotiate (as the lead negotiator) collective bargaining agreements with the exclusive bargaining representative a bargaining unit consisting of the eligible employees of LEWIS COUNTY 911.

- h. Responsible for the daily operation of LEWIS COUNTY 911.
- i. Prepare regular reports regarding activities and the financial status of LEWIS COUNTY 911 and present them to the Executive Board.
- j. Act as the administrative head of LEWIS COUNTY 911 and be responsible for administration, budget, and personnel matters.
- k. Responsible for the hiring, promoting, disciplining, and termination of all LEWIS COUNTY 911 personnel, subject to personnel policies and approval of the Administering Agency, which shall not be unreasonably withheld. The Administering Agency may enforce any personnel policy of Lewis County requiring immediate action due to egregious or prohibited behavior or violations of law or policy, by placing the employee on administrative leave or imposing discipline. Notification should be made to the Executive Director or Chair of the Executive Board as soon as possible following the incident. All further actions will follow the policies and processes of the Administering Agency in cooperation with the Executive Director.
- l. Prepare, revise, and modify policies and Standard Operating Procedures (SOPs) as operational needs dictate.
- m. Establish policies consistent with expenditure of budgeted items for LEWIS COUNTY 911.
- n. Develop appropriate long-range plans, including strategic building and equipment improvements, staffing, and other matters.
- o. Track and maintain data, including but not limited to, calls for service, population, and agency contributions in accordance with the cost sharing formula in Attachment A - Funding Formula.

11. LEWIS COUNTY 911 GENERAL SERVICES. LEWIS COUNTY 911 shall perform the following general services for Parties:

- a. Maintain twenty-four (24) hour coverage for answering phone circuits terminating at LEWIS COUNTY 911 and of radio requests incoming on the frequencies agreed upon and properly licensed.
- b. Determine the nature of each incident and dispatching proper response in accordance with operational procedures.
- c. Develop and/or modify operational procedures to effectively and efficiently meet service requests.
- d. Track status of all of the Parties' responder units and provide responses to radio and telephone requests with respect to each incident.
- e. Provide a log of incoming calls with verification of time of receipt, dispatch, arrival on scene, unit status updates and pertinent information transmitted by responding units to provide a means to verify the events and time span involved with each incident.
- f. Respond to public records requests filed with the Administering Agency pursuant to the Public Records Act (RCW 42.56) and medical records requests filed with the

Administering Agency pursuant to the Health Care Information Act (RCW 70.02) or pursuant to HIPAA, the parallel federal law.

- g. Provide an interface between the Parties' responder units, and other fire services, emergency services, public services departments, and law enforcement agencies.
- h. Maintain and update the operational policies, procedures, and tasks of Lewis County 911 to help ensure continuity of operations.
- i. Provide for equipment maintenance, repairs, and replacement to include phone system, radios, computers, and other dispatch-related equipment.
- j. Assist in contacting and summoning private sector aid where needed.
- k. Receive and process incident inquiries and formal service/personnel complaints from Parties.
- l. Retain all records (per current retention laws) relevant to this contract after incidents have been dispatched. The Parties shall have full access and the right to examine any record for verification of accuracy at all times.
- m. Other duties as directed by the Executive Board, Executive Director.

12. RADIO SERVICES. The Lewis County 911 Radio Services personnel agree to perform (on an availability basis determined by the Radio Services Supervisor) the following radio maintenance and repair services on Party-owned communications equipment:

- a. Routine maintenance to include installation, troubleshooting, service, repair and reprogramming of Jurisdiction's two-way radio equipment including, by way of example, its mobile, portable, base station radios and accessories. When possible, work will be performed at the Radio Service shop, located at 542 Center Street NW, Chehalis, WA 98532.
- b. Emergency response as requested and authorized by the Jurisdiction for emergency troubleshooting and repair of mobile, portable, base station radios and accessories.
- c. Maintain repair logs and information on status of repairs completed.
- d. Emergency vehicle services. Including but not limited to, installation of emergency lighting or sirens, testing and repair of equipment, replacement of defective equipment, and provide replacement parts deemed to be defective.
- e. Lewis County 911 shall not be obligated to maintain any equipment other than those items listed above or perform any services other than those identified above.
- f. Parties agree to pay an hourly fee based on the budgeted radio services positions at an average hourly rate, including rollup costs, billed in one-hour increments for service during normal business hours of 6:30 AM TO 5:00 PM, Monday through Friday, excluding holidays. All calls for service during non-business hours shall be charged at the same rate with a 1.5 multiplier, with a two-hour minimum charge. Any part of an hour is considered billable at the appropriate hourly rate stated above. These rates apply per technician for the work performed.

- g. Materials and parts will be billed at cost with Washington State sales tax included. In addition, Lewis County 911 shall bill the Party for all mileage incurred at the currently adopted Lewis County/IRS standard mileage business rate. Remittance shall be due within 30 days of receiving the invoice for services provided and materials provided.
- h. All rates listed above will be set forth and approved by the Executive Board during the annual budget process and provided to the Parties.
- i. Parties shall not be prohibited from obtaining radio maintenance and repair services from sources other than the LEWIS COUNTY 911 Radio Services department.

13. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by an affirmative vote of a majority of the governing bodies of the Parties to this Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement will be distributed or disposed of in the following manner:

- a. All property, not including real property, purchased prior to the execution of this agreement shall become the property of the entity that is tasked by the Lewis County Board of County Commissioners with providing 911 services to Lewis County, either by agreement or statute;
- b. All property contributed without charge by any Party will revert to the contributing Party;
- c. All property purchased on behalf of LEWIS COUNTY 911 after the effective date of this agreement shall remain with the County or new separate legal entity performing the 911 functions for the collective jurisdictions of Lewis County;
- d. All unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

14. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial three-year term if it first gives six months advance written notice to the Executive Board of its intention to withdraw. If notice of an intent to withdraw is timely received, withdrawal will be effective at the end of the six-month notice period.

Any Party withdrawing from this Agreement will remain legally and financially responsible only for obligations incurred by the Party during the period in which it was an active member of LEWIS COUNTY 911. This includes, but is not limited to, any financing documents executed by the Administering Agency on behalf of that Party, provided that such obligations arose while the Party was still a participant in the Agreement. Upon withdrawal, the Party will not assume any new financial or legal obligations related to LEWIS COUNTY 911 or the Administering Agency that arise after the effective date of its withdrawal. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

15. FINANCING LEWIS COUNTY 911 COMMUNICATIONS INFRASTRUCTURE. Program Costs - The communications program costs are separated into the following categories, described in greater detail below:

- Maintenance & Operation Costs of LEWIS COUNTY 911
- Maintenance & Support for Infrastructure
- Equipment Repair & Replacement fund for LEWIS COUNTY 911 Equipment
- Equipment Repair & Replacement fund for Infrastructure Equipment
- Building and Equipment Fund

LEWIS COUNTY 911 and the communications infrastructure is intended to be self-sufficient and supported by the Parties. It is the intent of the Parties that each of them shall pay their proportionate share of the annual costs of maintenance, operation, repair, and building and equipment assets of the communications system infrastructure as defined and approved by the Parties during the budget process. All such funds shall be for the sole and exclusive purpose of operating, repairing, maintaining, and administering the LEWIS COUNTY 911 and communications infrastructure. Said funds shall not be used for the general purposes of the Administrative Agency, or any other Party.

Dedicated revenue such as grants, State 911 excise taxes, "911 Sales & Use Taxes", and payments made by the other parties hereto shall be deducted from the operating costs with the balance to be divided among the Parties as outlined in Attachment A – Funding Formula.

Maintenance & Operation Costs of LEWIS COUNTY 911

- A. Operating Costs: general operations costs for LEWIS COUNTY 911 are divided into the following areas:
- Salaries and Benefits
 - Material Costs (Supplies, maintenance, utilities, postage, administrative overhead, etc.)
 - Contract Services (Licenses, phone service, travel, training etc.)
- B. Administrative Costs: administrative contract services costs are provided by the Administering Agency. It is the intent of the Parties that the cost of such services shall be included in the annual budget. Such services include, but are not necessarily limited to:
- Facility space to house LEWIS COUNTY 911
 - Personnel/staff services (HR)
 - Maintenance of the facility and systems
 - IT Equipment and Networking Services
 - Risk Management

- Financial Services (AP/AR, Payroll, Auditor, Treasurer, etc.)
- Contract Services

Maintenance & Support for Infrastructure

LEWIS COUNTY 911 will maintain an Equipment Repair and Replacement (ER&R) plan dedicated solely to the repair and replacement of equipment and facilities of LEWIS COUNTY 911. Funding of the ER&R Equipment plan is included in the annual budget and is calculated based on inventory and replacement dates of assets.

Fund Balance

The Fund Balance provides the operational capital to continue operations until revenues have been received.

16. BUDGET. The fiscal year for the LEWIS COUNTY 911 budget shall be January 1 to December 31 of any year. The first-year budget is attached to this agreement as Exhibit A and incorporated herein by this reference. By executing this Agreement, a Party thereby indicates approval of the first-year budget. For subsequent years, on or before the October meeting of the Executive Board, or on October 30 of each year, whichever occurs last, an operating budget recommended by the Operations Board for the next budget year will be provided to the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the LEWIS COUNTY 911 annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions and transmit the approved budget to the Administering Agency. The Executive Board will adhere to any requirements and timelines required by the Administering agency pursuant to state statutes or county policies to approve the final budget.

No recommended budget will become effective until approved by a majority of the governing bodies of the Parties and adopted by the Executive Board, except for the first-year budget. For the first year, the budget will be accepted automatically upon each Party's approval of this Agreement. Once the governing body of each Party has approved its contribution to LEWIS COUNTY 911, either separately or through its budget process, and the LEWIS COUNTY 911 budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget prior to November 30 of each year, the Executive Board may adopt the annual budget with a two-thirds majority vote.

Each Party's contribution(s) will be transmitted to LEWIS COUNTY 911 on a quarterly basis upon receipt of their quarterly billing invoice. The Administering Agency will deposit the contributions into the LEWIS COUNTY 911 Operating Fund.

If any Party is delinquent by more than three (3) months in the payment of its approved operating budget contribution, that Party will not be entitled to representation on the Executive Board or Operations Board until the delinquency is paid off.

17. DUES, ASSESSMENTS, AND BUDGET AMENDMENTS. Contributions to the LEWIS COUNTY 911 Operating Fund will be based on the funding formula as outlined in Attachment A – Funding Formula. Contributions to the infrastructure/equipment repair and replacement fund (ER&R) will be based on the funding formula defined and approved by the Parties during the annual budget process. These funding formulae may be changed by the Executive Board by super-majority vote (i.e. five out of seven board members); any changes will be submitted to all Parties in the subsequent annual budget for approval.

Additional emergency service providers may be permitted to become Parties to this agreement with the approval of the Executive Board. If the joinder of additional Parties is permitted, applicable rates shall be negotiated. The remittance for the remainder of the current year shall be set aside as revenue to reduce fees to the existing Parties in the next year.

Funding for the activities of LEWIS COUNTY 911 will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges, or assessments will be imposed or required of the Parties except upon unanimous vote of the Executive Board and ratified by the governing body of each Party subject to the dues, charges, or assessments. An approved budget will not be modified or amended until approved by the governing body of each Party and finally adopted by the Executive Board.

18. FUNDS. The Executive Board shall authorize a special fund to be held by the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of LEWIS COUNTY 911", within which Fund may be various accounts and subaccounts including, but not limited to, a "LEWIS COUNTY 911 Operating Account" (into which will be deposited funding for the LEWIS COUNTY 911 operating budget), capital replacement funds and reserve funds as directed by the Executive Board or recommended by the Administering Agency for fiscal and audit purposes.

19. REVENUES. Revenues from sources other than Party assessments shall be applied against the annual budget before Party assessments are calculated. These include the following;

- a. 911 State Excise taxes (RCW 82.14B.030), all of which will be deposited by the Administering Agency into the funds of Lewis County 911, to be used for the purposes set forth in said

statute, and as approved by the voters, and not into any Lewis County funds for general purposes)

- b. 911 Sales and Use taxes (RCW 82.14.420)
- c. Grants
- d. Contract services revenue
- e. Secondary user payments (AMR, etc.)
- f. Other unforeseen or new revenue streams

The difference between budgeted costs and these revenues shall determine the net amount to be paid by Parties.

20. EQUIPMENT AND ASSETS. LEWIS COUNTY 911 may not own assets under the provisions of this Agreement. All equipment and assets shall be held by the Administering Agency on behalf of the Executive Board and shall, upon Termination of this Agreement under the provisions of Section 13 of this agreement, be appropriately distributed or disposed of.

21. PUBLIC RECORDS REQUESTS. Each Party agrees to cooperate with and assist other Parties to fulfill their obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to a Party for records possessed by a Party concerning or relating to this agreement. Such cooperation will include, without limitation, timely and fully responding and providing documents and records in response to a Party's request for records from any other Party. The obligations created by this section shall survive the termination of this Agreement.

22. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to

persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

- c. Each Party (including without limitation the party serving as and acting in its capacity as Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

- 23. INSURANCE. The Executive Board, Executive Director and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of LEWIS COUNTY 911 and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.
- 24. AMENDMENTS. No amendment, modification, or renewal shall be made to this agreement unless set forth in a written amendment signed by all parties.
- 25. ADDITIONAL PARTIES. Municipalities, local governments, and public agencies within Lewis County may, upon execution of the Agreement and approval of the budget by its governing body, become a Party to this Agreement on affirmative vote of two-thirds majority of the Executive Board.
- 26. SEVERABILITY. If any provision of this agreement is found to be invalid or 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, and the offending provision shall be deemed severable or reformed to conform with the intent and language of this AGREEMENT.
- 27. CONFLICT RESOLUTION. The following conflict resolutions shall apply to all disputes arising under this AGREEMENT:

- a. Prior to any other action, the chief executive officers of any impacted, applicable member agency shall meet and attempt to negotiate a resolution to any and all disputes.
 - b. If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
 - c. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Lewis County Superior Court, Lewis County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, with reasonable attorney's fees and costs to be awarded to the party prevailing at arbitration.
 - d. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
28. SURVIVABILITY. This agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective successors and assigns. The terms, conditions, and warranties contained in this agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this agreement shall so survive.
29. WAIVER. Waiver of any default or breach shall not be deemed 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.
30. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the Executive Director. In the absence of an Executive Director, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent to the address specified by the chief executive officer of the Party.

31. ASSIGNMENT. No Party may sell, transfer, or assign any of its rights, duties or benefits under this Agreement without Executive Board approval, except in the event that said party dissolves by virtue of merger, annexation, consolidation or other reorganization, in which case the rights, duties or benefits of this Agreement shall transfer by operation of law to any successor entity of the former Party, without Executive Board approval. In such a case, this Agreement will be amended by the Executive Board to reflect the change in Party membership.

32. APPLICABLE LAW AND VENUE. This agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.

33. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement. No party to this Agreement shall be deemed to be an agent of any other party to this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

34. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

35. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

36. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement.

37. FILING AND EFFECTIVE DATE; PRIOR ARRANGEMENTS. This Agreement will become effective January 1, 2025, subject to its approval by the governing bodies of all jurisdictions who are Parties to this Agreement, and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source.

Although this Agreement may be approved and signed by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after the effective date are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

38. INTERPRETATION. This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against any Party in case of any dispute.
39. QUALIFICATION; AUTHORITY. Each natural person executing this Agreement on behalf of a Party represents, warrants, and covenants that such natural person is duly authorized to execute and deliver this Agreement on behalf of such Party and such Party is bound under the terms of this Agreement.
40. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.
41. TIME IS OF THE ESSENCE. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

APPROVALS AND CONCURRENCES

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney

By: Deputy Prosecutor

Date:

BOARD OF COUNTY COMMISSIONERS LEWIS COUNTY, WASHINGTON

Chairperson

Date:

ATTEST:

Clerk of the Board

Date:

Lewis County Sheriff's Office _____ Sheriff Date	Centralia, City of _____ City Manager
Chehalis, City of _____ City Manager	Morton, City of _____ Mayor
Napavine, City of _____ Mayor	Pe Ell, Town of _____ Mayor
Winlock, City of _____ Mayor	Vader, City of _____ Mayor
Toledo, City of _____ Mayor	Mossyrock, City of _____ Mayor

Riverside Fire Authority (RFA) Commissioner	LCFD # 1 – Onalaska Commissioner
LCFD # 2 – Toledo Commissioner	LCFD # 3 – Mossyrock Commissioner
LCFD # 4 – Morton Commissioner	LCFD # 5 – Napavine Commissioner
LCFD # 6 – Chehalis Commissioner	LCFD # 8 – Salkum Commissioner
LCFD # 9 – Mineral Commissioner	LCFD # 10 – Packwood Commissioner
LCFD # 11 – Pe Ell Commissioner	LCFD # 13 – Curtis Commissioner
LCFD # 14 – Randle Commissioner	LCFD # 15 – Winlock Commissioner
LCFD # 16 – Doty Commissioner	LCFD # 18 – Glenoma Commissioner
Cowlitz-Lewis Fire District 20 (Vader) Commissioner	

Attachment A – Funding Formula for User Fees

Parties to this Agreement agreed to remit user fees as outlined in the Agreement based on the following formulas. These formulas will be reviewed for accuracy annually or as directed by the Executive Board during the budget process.

Budget Split

The difference between budgeted costs and revenues as outlined in Section 19 shall determine the net amount to be paid by Parties. Law Enforcement Parties will be assessed 75% of the remaining operating costs and Fire Department Parties will be assessed 25% of the remaining operating costs.

Fire Formula

Fire Department Parties will be assigned a workload percentage based on their dispatched incidents in a rolling three-year period of the most recent calendar years.

By way of example only:

Fire Department A has 3,500 dispatched incidents in a year. All Fire Department Parties had a total dispatched incidents count of 15,000.

Fire Department A's user fees would be 23.34% of the Fire Department Parties' 25% of the operating budget, less other revenues.

Law Formula

Law Enforcement Parties will be assigned a workload percentage based on the following:

- Dispatched Incidents (to include Traffic Stops NOT assigned a case number as captured in the Radio Log) of the most recent calendar year, weighted 90%.
- Jurisdiction population (based on most current census or other published available data), weighted 10%.

By Way of Example Only:

Law Enforcement Agency 1 has 1,500 dispatched incidents in a year. All Law Enforcement Parties had a total dispatched incidents count of 16,000.

Law Enforcement Agency 1's user fees would be 9.37% of the Law Enforcement Parties' 75% of the operating budget, less other revenues.

To: Mayor and City Council
From: Bryan Morris, PW/CD Director
RE: Staff Report for Council Meeting, May 13th 2025

- **Planning Commission Meeting Minutes**

- No meeting since March 17th

- **Project Updates**

- Scots Industries – On-site water system passed the bacteria test.
- Cell tower on city property – Applicant is currently reviewing the contract.
- TA Project – Per the developer, the project is expected to start back up in June or July.
- Rush Road STIP – The Public Works Director reviewed the 60% plans and requested some changes.
- Woodard Road (Tiger Meadows) – Public Hearing is scheduled for June 2nd with the Planning Commission.
- Jefferson Station – The city rejected the low bidder, and the low bidder appealed that decision.
- Breen Acres LLC – Received a letter from Lewis County Prosecuting Attorney's Office denying the city's resolution to approve a boundary line adjustment to adjust the city limits to include all the parcel.
- Source Water Protection Grant - Staff met with ecology and the city consultant on May 6th, ecology provided the city with two possible options. 1. Authorize the city to utilize more water out of the existing well by upgrading pumps. 2. Drill an emergency well. Either option would provide the city with 5-10 years to find a long-term solution.

Napavine Police Department Monthly Call Activity Report

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

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

114

APRIL MONTHLY TOTAL

451

YEAR TO DATE 2025

(As of the end of April 2025)



To: Mayor and City Council

From: Michelle Whitten, City Treasurer

RE: Treasurer's Report Council Meeting Date: May 13, 2025

Treasurer Report:

- ✓ Reinvested a bond that came due 4/30/2025 in the amount of \$100,000 into a new bond in the amount of \$123,153.00 at 4% interest with due date of 4/15/2030. The City now has 10 bonds with 2 coming due every year until the year 2030, my goal is to keep this trend going. Interest rates range from one at .680% and the other nine averaging 3.902%, and over \$1,635,000 invested. The Local Government Investment Pool has a current interest rate of 4.3933% and the city has \$448,026.39 invested there.

- ✓ I am very happy to say that our investments have been increasing the rate of return over the last 4 years.

2021	2022	2023	2024
\$2,602.29	\$9,186.50	\$23,584.09	\$58,451.30

- ✓
- ✓ I have sent out grant reimbursement requests in the amount of \$245,699
- ✓ There are Pass thru requests for reimbursement in the amount of \$19,084