



## CITY COUNCIL MEETING AGENDA

Tuesday – June 10, 2025 – 6:00 PM

Shawn O'Neill,  
Mayor  
[soneill@cityofnapavine.com](mailto:soneill@cityofnapavine.com)

Brian Watson,  
Council Position No.1  
[bwatson@cityofnapavine.com](mailto:bwatson@cityofnapavine.com)

Ivan Wiediger,  
Council Position No.2  
[iwiediger@cityofnapavine.com](mailto:iwiediger@cityofnapavine.com)

Don Webster,  
Council Position No.3  
[dwebster@cityofnapavine.com](mailto:dwebster@cityofnapavine.com)

Heather Stewart,  
Council Position No.4  
[hstewart@cityofnapavine.com](mailto:hstewart@cityofnapavine.com)

Duane Crouse,  
Council Position No.5  
[dcrouse@cityofnapavine.com](mailto: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](http://www.cityofnapavine.com)

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. APPROVAL OF AGENDA – AS PRESENTED
- VI. APPROVAL OF MEETING MINUTES – May 27, 2025
  - 1) Regular Council Meeting
- VII. STAFF & COUNCIL REPORT
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS
- IX. NEW BUSINESS
  - 1) Vouchers – M. Whitten
  - 2) AM25-06 Liquor License Renew ARCO – R. Denham
  - 3) PW Contract: Western United Civil Group, LLC for Jefferson Station – B. Morris
- X. ADJOURNMENT – CLOSE OF MEETING

Council Meeting is held in person and via Teleconference.

### Teleconference Information

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

Access code: 8460198

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



## NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

May 27, 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, Donald Webster Councilor #3, and Heather Stewart Councilor #4.

**City staff members present:** City Clerk - Rachelle Denham, Treasurer – Michelle Whitten, Chief of Police – John Brockmueller, CD/PW Director - Bryan Morris. Not Present: Legal Counsel – Jim Buzzard.

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

### **CONSENT/APPROVAL OF AGENDA**

<b>MOVED:</b>	Don Webster	Motion: Approval of Agenda- As Presented.
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

### **APPROVAL OF MEETING MINUTES**

<b>MOVED:</b>	Brian Watson	Motion: Approval of the regular council meeting minutes for May 13, 2025.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 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 & operations as normal.

#### **Rachelle Denham – City Clerk**

- Introduced Michelle Davis from the Clerk's office. She will be filling in for council meetings in the absence of clerk.

**Heather Stewart – Councilor 4**

- Pleasure to see Michelle at the meeting and think it's great to have cross training.

**Shawn O'Neill – Mayor**

- Appreciates Rachelle having a backup.

**Deborha Graham – Planning Commissioner**

- At the last meeting finalized discussion Climate Element & CFP Goals/Policies & Transportation Utilities CFP Goals/Policies were approved as presented and passed on.

**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	19	47	165,998.20	39779-39797
Payroll Vendors				
Electronic Payments	8	8	8,835.87	EFT*20250513/16-22
Electronic Payroll	3	3	15,973.63	EFT*20250512/14-15
ACH Direct Deposit	16	16	38,409.92	Payroll 5/1-5/15, 2025
<b>Total Vouchers</b>	<b>46</b>	<b>74</b>	<b>\$ 229,217.62</b>	

**Void Check 39778**

<b>MOVED:</b>	Don Webster	Motion: Pay the bills. Approval of the Vouchers dated May 2025 Second Council Meeting.
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**PROCUREMENT POLICY UPDATE – B. MORRIS & R. DENHAM**

<b>MOVED:</b>	Don Webster	Motion: Approve Procurement Policy.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**LEMAY ENTERPRISES INC. ANNUAL RATE ADJUSTMENT CPI – R. DENHAM**

<b>MOVED:</b>	Heather Stewart	Motion: Approve LeMay Annual Rate Adjustment CPI.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**RESOLUTION 25-05-162: REVISION 2025 FEE SCHEDULE – M. WHITTEN**

<b>MOVED:</b>	Don Webster	Motion: Approve Resolution 25-05-162 Revision 2025 Fee Schedule.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

**ADJOURNMENT:** *Meeting Adjourned at 6:12 p.m.*

<b>MOVED:</b>	Don Webster	Motion: To Adjourn – Close of Meeting
<b>SECONDED:</b>	Heather Stewart	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-0 Motion Carried: 3 aye and 0 nay.	

*These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fccdl.in/Dsb3tvIM70) or at the link <https://fccdl.in/Dsb3tvIM70>.*

**Respectfully submitted,**

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



## Voucher Report 06/10/2025

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
<b>Reference Number: 39798</b>	<b>International Brotherhood Teamsters</b>	<b>\$1,241.00</b>
	<b>Local 252</b>	
Union Dues - 15587	5/19/2025	\$52.75
Union Dues - 15588	5/19/2025	\$39.75
Union Dues - 15589	5/19/2025	\$62.25
Union Dues - 15590	5/19/2025	\$48.75
Union Dues - 15591	5/19/2025	\$42.75
Union Dues - 15592	5/19/2025	\$42.75
Union Dues - 15594	5/19/2025	\$35.25
Union Dues - 15596	5/19/2025	\$31.25
Union Dues - 15597	5/19/2025	\$41.75
Union Dues - 15598	5/19/2025	\$39.75
Union Dues - 15599	5/19/2025	\$43.25
Union Dues - 15600	5/19/2025	\$39.75
Union Dues - 15601	5/19/2025	\$62.25
Union Dues - 15602	5/19/2025	\$35.25
Union Dues - 15603	6/3/2025	\$52.75
Union Dues - 15604	6/3/2025	\$39.75
Union Dues - 15605	6/3/2025	\$62.25
Union Dues - 15606	6/3/2025	\$48.75
Union Dues - 15607	6/3/2025	\$42.75
Union Dues - 15608	6/3/2025	\$42.75
Union Dues - 15610	6/3/2025	\$35.25
Union Dues - 15612	6/3/2025	\$35.25
Union Dues - 15613	6/3/2025	\$41.75
Union Dues - 15614	6/3/2025	\$39.75
Union Dues - 15615	6/3/2025	\$43.25
Union Dues - 15616	6/3/2025	\$39.75
Union Dues - 15617	6/3/2025	\$62.25

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
Union Dues - 15618	6/3/2025	\$37.25
<b>Reference Number: 39799</b>	<b>Badger Meter</b>	<b>\$428.24</b>
80196944	5/29/2025	\$428.24 2025 May service 417 meters
<b>Reference Number: 39800</b>	<b>Buzzard Law Group, P.S.</b>	<b>\$9,292.17</b>
18980	5/26/2025	\$125.00 Lewis 2A0090828
19121	5/26/2025	\$37.50 Fees
19122	5/26/2025	\$25.00 Lewis XZ0728130
19123	5/26/2025	\$12.50 5A0429463
19125	5/26/2025	\$12.50 Case No. 5A0464250
19128	5/26/2025	\$37.50 5A0373900, 5A0373901
19129	5/26/2025	\$12.50 5A0373902, 5A0373903
19130	5/26/2025	\$12.50 5A0373904
19131	5/26/2025	\$12.50 5A0373905, 5A0373906
19132	5/26/2025	\$12.50 5A0373907
19133	5/26/2025	\$25.00 5A0171988
19136	5/26/2025	\$25.00 5A0373896
19137	5/26/2025	\$12.50 5A0373898, 5A0373899
19138	5/26/2025	\$187.50 5A0027974
19139	5/26/2025	\$12.50 5A0032263
19140	5/26/2025	\$25.00 5A0049165
19141	5/26/2025	\$25.00 5A0069880
19144	5/26/2025	\$12.50 4A0873999
19146	5/26/2025	\$25.00 5A0027960
19147	5/26/2025	\$275.00 5A0027973
19148	5/26/2025	\$50.00 Lewis 4A0571881
19149	5/26/2025	\$50.00 Lewis 4A0730120
19150	5/26/2025	\$50.00 Lewis 4A0730136/4A0730137
19151	5/26/2025	\$12.50 Lewis 4A0730145
19152	5/26/2025	\$12.50 Lewis 4A0730146
19153	5/26/2025	\$25.00 Lewis 3A0549361, 3A0549362

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
19154	5/26/2025	\$100.00 Lewis 4A0140376
19155	5/26/2025	\$25.00 Lewis 4A0331189
19156	5/26/2025	\$100.00 Lewis 4A0331213
19161	5/26/2025	\$275.00 Lewis 2A0389284, 2A0389285
19162	5/26/2025	\$50.00 Lewis 3A0116731
19163	5/26/2025	\$337.50 Pass Thru Tiger Meadows
19166	5/26/2025	\$1,750.00 Pass Thru Breen
19169	5/26/2025	\$12.50 Lewis 3A0068132
19170	5/26/2025	\$3,079.67
19172	5/26/2025	\$112.50 Pass Thru Vertical Bridge
19176	5/26/2025	\$100.00 Lewis 22F001075
19177	5/26/2025	\$2,225.00 General Prosecution File
<b>Reference Number: 39801</b>	<b>Centralia College</b>	<b>\$500.00</b>
2025 Flagger Course	6/5/2025	\$500.00 2025 Flagger Course
<b>Reference Number: 39802</b>	<b>Centralia Police Dept</b>	<b>\$350.00</b>
2025 Law Enforcement Torch Run	6/4/2025	\$350.00 2025 Law Enforcement Torch Run
<b>Reference Number: 39803</b>	<b>City of Chehalis</b>	<b>\$18,763.00</b>
2025*06 RWWTP	6/4/2025	\$18,763.00 2025 06 Monthly Sewer Treatment Costs
<b>Reference Number: 39804</b>	<b>City of Napavine</b>	<b>\$2,400.00</b>
2025*June Police Services	6/4/2025	\$2,400.00 2025*June Police Services
<b>Reference Number: 39805</b>	<b>Conсор North America, Inc</b>	<b>\$21,501.23</b>
D240918WA.00-5	5/30/2025	\$21,501.23 RUSH RD
<b>Reference Number: 39806</b>	<b>Crystal Springs/Primo</b>	<b>\$37.40</b>
24715952 052125	5/21/2025	\$37.40 2 Water bottles
<b>Reference Number: 39807</b>	<b>CT Publishing LLC dba The Chronicle</b>	<b>\$29.70</b>

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
291267	5/27/2025	\$29.70 Public Hearing TigerMeadows
<b>Reference Number: 39808</b>	<b>DE Lage Landen Financial Services</b>	<b>\$627.01</b>
590278314	5/21/2025	\$313.51 2025- New copier doc fee Sharp MX3071
590278534	5/21/2025	\$313.50 2025 -New Copier doc Sharp MX307105
<b>Reference Number: 39809</b>	<b>Duane Elwood</b>	<b>\$185.00</b>
2025*June Medical LEOFF 1	6/4/2025	\$185.00 2025 06 Medical Insurance Premium Part
<b>Reference Number: 39810</b>	<b>Employment Security Dept.</b>	<b>\$25.00</b>
2025*Q1 Employment Security	6/5/2025	\$25.00 2025*Q1 Employment Security
<b>Reference Number: 39811</b>	<b>Ferguson Enterprises #3007</b>	<b>\$235.59</b>
3715912	5/21/2025	\$235.59 low water pressure alarm FD
<b>Reference Number: 39812</b>	<b>Jackson Civil Engineering LLC</b>	<b>\$82.50</b>
0016-41-01	6/4/2025	\$82.50 Development Pass-Through Fees Breen
<b>Reference Number: 39813</b>	<b>Kolano's Automotive</b>	<b>\$161.61</b>
016931	6/4/2025	\$161.61 complete service 67664D
<b>Reference Number: 39814</b>	<b>Lakeside Industries</b>	<b>\$344.37</b>
317619	5/28/2025	\$344.37 inland water leak
<b>Reference Number: 39815</b>	<b>LCSO-Corrections Bureau</b>	<b>\$2,514.48</b>
2025*May Prisoner	6/4/2025	\$2,514.48 2025 May- 24.25 # of beds days
<b>Reference Number: 39816</b>	<b>LECO Supply, Inc</b>	<b>\$1,132.14</b>
232651	5/28/2025	\$1,132.14 tp/towel/soap chlorine
<b>Reference Number: 39817</b>	<b>Lewis County PUD</b>	<b>\$5,248.07</b>
104755002*2025 Jun	5/23/2025	\$35.49 4/16-5/18 E Park ST



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Reference	Date	Amount Notes
104755003*2025 Jun	5/23/2025	\$34.95 4/16-5/18 305 2nd Ave NE "Triangle"
104755004*2025 Jun	5/23/2025	\$63.04 4/16-5/18 WA & 2nd ST Traffic Signal
104755005*2025 Jun	5/23/2025	\$47.33 4/16-5/18 Ball Park Lights/207 W
104755006*2025 Jun	5/23/2025	\$53.37 4/16-5/18 Linhart Ave Lights
104755007*2025 Jun	5/23/2025	\$41.44 4/16-5/18 Pedestrian Overpass/2nd Ave
104755008*2025 Jun	5/23/2025	\$61.81 4/16-5/18 113 2ND Ave SE
104755009*2025 Jun	5/23/2025	\$68.63 4/16-5/18 207 Wash St Park Concessions
104755010*2025 Jun	5/30/2025	\$32.67 4/23-5/22 191 Hamilton RD
104755011*2025 Jun	5/23/2025	\$40.28 4/16-5/18 Stadium Heights ST Lights
104755012*2025 Jun	5/23/2025	\$49.65 4/16-5/18 Birch Ave SW Traffic Signal
104755014*2025 Jun	5/23/2025	\$36.96 4/16-5/18 WA Street Lighting
104755015*2025 Jun	5/23/2025	\$44.15 4/16-5/18 Camden Way St Lights
104755016*2025 Jun	5/23/2025	\$40.99 4/16-5/18 Parkside Loop St Lights
104755017*2025 Jun	5/23/2025	\$104.39 4/16-5/18 3rd Ave NW/Pump Station
104755018*2025 Jun	5/23/2025	\$992.29 4/23-5/23 Various Street Lights
104755019*2025 Jun	5/23/2025	\$68.86 4/16-5/18 Chieri CT Sewer Station
104755020*2025 Jun	5/23/2025	\$1,074.27 4/16-5/18 Birch - Well #5/Birch Ave SW
104755021*2025 Jun	5/23/2025	\$194.83 4/16-5/18 Jefferson ST E Pump Station
104755022*2025 Jun	5/23/2025	\$244.62 4/16-5/18 Rush RD Pump - 1168 Rush
104755023*2025 Jun	5/23/2025	\$37.03 4/16-5/18 Rowell ST - Well #3
104755024*2025 Jun	5/23/2025	\$287.50 4/16-5/18 Front ST - Well#2
104755025*2025 Jun	5/23/2025	\$223.71 4/16-5/18 207 W Washington - Pump
104755026*2025 Jun	5/30/2025	\$36.62 4/23-5/22 Koontz RD
115588001*2025 Jun	5/23/2025	\$60.42 4/16-5/18 Rathburn ST
115588002*2025 Jun	5/23/2025	\$44.55 4/16-5/18 4th & Stella ST *250 W ST
124227002*2025 Jun	5/30/2025	\$698.04 4/23-5/22 1206 Rush RD - Well
124227003*2025 Jun	5/23/2025	\$282.70 4/16-5/18 City Hall - 407 Birch Ave SW
128323001*2025 Jun	5/23/2025	\$34.95 4/16-5/18 207 W Washington -
128578001*2025 Jun	5/30/2025	\$39.72 4/23-5/22 Rush RD Lights
128578002*2025 Jun	5/30/2025	\$33.83 4/23-5/22 Rush RD Lights
128578003*2025 Jun	5/23/2025	\$39.05 4/16-5/18 307 Sommerville RD Lighting
128578004*2025 Jun	5/23/2025	\$44.08 4/16-5/18 7th Ave Security Light

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Reference	Date	Amount	Notes
128578005*2025 Jun	5/23/2025	\$55.85	4/16-5/18 555 2nd Ave NE Park Building
<b>Reference Number: 39818</b>	<b>Mrs. Klean Janitorial</b>	<b>\$634.00</b>	
INV-2543	6/1/2025	\$634.00	2025*June - Clean City Hall
<b>Reference Number: 39819</b>	<b>Napavine Postmaster</b>	<b>\$352.00</b>	
2025*PO Box 810	6/4/2025	\$352.00	2025 Post office box rental
<b>Reference Number: 39820</b>	<b>Pape' Machinery</b>	<b>\$177.56</b>	
16139178	5/29/2025	\$146.73	filters
16147714	6/2/2025	\$30.83	Sweeper fuel filter
<b>Reference Number: 39821</b>	<b>Pete Hinton</b>	<b>\$65.00</b>	
2025*May Interpreter	6/4/2025	\$65.00	2025*May Interpreter
<b>Reference Number: 39822</b>	<b>Sarah Berry c/o Duane Elwood</b>	<b>\$260.00</b>	
2025*June LEOFF 1 Medical	6/5/2025	\$260.00	2025*June LEOFF 1 Medical
<b>Reference Number: 39823</b>	<b>Scheibmeir, Kelly &amp; Nelson P. S</b>	<b>\$121.25</b>	
03504	4/30/2025	\$121.25	Indigent-conflict attorney
<b>Reference Number: 39824</b>	<b>Sweeny's Ace Hardware</b>	<b>\$538.86</b>	
961180	5/2/2025	\$10.78	Padlock 1-3/4"
961767	5/6/2025	\$118.90	25LBS Sun&Shade Grass Seed
961787	5/6/2025	\$18.37	Contractor Bag 55G 15PK
961828	5/7/2025	\$48.28	HSE CLMP, ADPTR and Tee GLV
961874	5/7/2025	\$23.75	Teflow Tape, Cement Rain/Shine, Pipe
961897	5/7/2025	\$1.71	Tube Strap Calvinized
961923	5/8/2025	\$33.06	Tubing Heatshrink and Diab Auger BIT
961927	5/8/2025	\$1.50	Adapter SCH40/PVC
961992	5/8/2025	\$29.79	Wood Furring Strip 1x2x8/Concrete Mix
961999	5/8/2025	\$7.56	Concrete Mix 60#Concrete/56 Bags on

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Reference	Date	Amount Notes
962373	5/12/2025	\$34.32 Tee GLV 3/4x3/4x3/4", Garden Valve FIP
962555	5/14/2025	\$25.47 Nipple GALV "xclose/VLV Gate BRSS
962559	5/14/2025	\$39.98 BIBB Hose BRAS HD3/4"MPT - Top &
962589	5/14/2025	\$7.76 CLAMP 2-5/16 10 3-1/4SS
962653	5/15/2025	\$2.49 MIS Fasteners 10 QTY
962656	5/15/2025	\$8.64 SFTY GISS BLCKJCK
962697	5/15/2025	\$0.52 MIS Fasteners
962709	5/16/2025	\$21.17 Seafoam Motor TRMNT 16OZ/Treatment
962717	5/16/2025	\$8.64 SPRYPNT 2X SAT Espresso
963080	5/20/2025	\$18.37 Contractor Bag 55G 15PK
963081	5/20/2025	\$5.39 Spray Bottle BLU/Gray 32oz
963157	5/21/2025	\$30.22 Concrete Mix 60#Concrete 56 Bags on
963206	5/21/2025	\$18.37 FLAT HR PLAIN 1/8x2x48"
963231	5/21/2025	\$19.85 Metal Cutoff DSC 4.5" TK
963315	5/22/2025	\$0.86 MIS Fasteners
963320	5/22/2025	\$3.11 MIS Fasteners
<b>Reference Number: 39825</b>	<b>US Cellular</b>	<b>\$1,377.64</b>
0729574890	5/12/2025	\$250.07 2025*5/12-6/11 PW Cell Phones
0730667666	5/12/2025	\$1,079.04 2025*5/12-6/11 PD court PW hot spot Cell
0731567371	5/20/2025	\$48.53 2025*5/20-6/19 Treasurer Phones
<b>Reference Number: 39826</b>	<b>Utilities Underground Location Center</b>	<b>\$18.90</b>
5050198	5/31/2025	\$18.90 2025*May 14 locates
<b>Reference Number: 39827</b>	<b>Vander Stoep, Blinks, Jones &amp;</b>	<b>\$1,100.00</b>
2025*June Judge	6/1/2025	\$1,100.00 2025 June Judge
<b>Reference Number: 39828</b>	<b>WA Dept of Transportation</b>	<b>\$2,521.81</b>
RE *FB1458011251	5/31/2025	\$2,521.81 2025*May fuel
<b>Reference Number: 39829</b>	<b>Washington State Patrol</b>	<b>\$36.00</b>

Reference	Date	Amount Notes
I2506675	6/3/2025	\$36.00 CPL Background Checks x 3
<b>Reference Number: 39830</b>	<b>Winlock Auto Supply</b>	<b>\$166.36</b>
030091	6/2/2025	\$166.36 Sweeper oil and filter
<b>Reference Number: EFT*20250601</b>	<b>AFLAC Remittance Processing</b>	<b>\$919.57</b>
Aflac - 15589	5/19/2025	\$32.36
Aflac - 15593	5/19/2025	\$60.71
Aflac - 15597	5/19/2025	\$28.47
Aflac - 15605	6/3/2025	\$32.37
Aflac - 15609	6/3/2025	\$60.71
Aflac - 15613	6/3/2025	\$28.47
Aflac Disability - 15593	5/19/2025	\$47.84
Aflac Disability - 15594	5/19/2025	\$63.44
Aflac Disability - 15595	5/19/2025	\$68.54
Aflac Disability - 15597	5/19/2025	\$62.73
Aflac Disability - 15601	5/19/2025	\$95.68
Aflac Disability - 15609	6/3/2025	\$47.84
Aflac Disability - 15610	6/3/2025	\$63.44
Aflac Disability - 15611	6/3/2025	\$68.55
Aflac Disability - 15613	6/3/2025	\$62.74
Aflac Disability - 15617	6/3/2025	\$95.68
<b>Reference Number: EFT*20250602</b>	<b>Dept of Retirement Systems</b>	<b>\$8,416.94</b>
Emp Rtmt - 15603	6/3/2025	\$188.89
Emp Rtmt - 15604	6/3/2025	\$295.00
Emp Rtmt - 15605	6/3/2025	\$264.04
Emp Rtmt - 15606	6/3/2025	\$201.25
Emp Rtmt - 15607	6/3/2025	\$171.12
Emp Rtmt - 15608	6/3/2025	\$191.85
Emp Rtmt - 15609	6/3/2025	\$344.86
Emp Rtmt - 15610	6/3/2025	\$263.97

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
Emp Rtmt - 15611	6/3/2025	\$351.75
Emp Rtmt - 15612	6/3/2025	\$221.31
Emp Rtmt - 15613	6/3/2025	\$291.98
Emp Rtmt - 15614	6/3/2025	\$276.78
Emp Rtmt - 15615	6/3/2025	\$297.18
Emp Rtmt - 15616	6/3/2025	\$334.71
Emp Rtmt - 15617	6/3/2025	\$457.67
Emp Rtmt - 15618	6/3/2025	\$247.45
Taxable Retirement - 15603	6/3/2025	\$302.86
Taxable Retirement - 15604	6/3/2025	\$205.95
Taxable Retirement - 15605	6/3/2025	\$423.35
Taxable Retirement - 15606	6/3/2025	\$322.69
Taxable Retirement - 15607	6/3/2025	\$274.36
Taxable Retirement - 15608	6/3/2025	\$307.61
Taxable Retirement - 15609	6/3/2025	\$240.76
Taxable Retirement - 15610	6/3/2025	\$184.29
Taxable Retirement - 15611	6/3/2025	\$270.28
Taxable Retirement - 15612	6/3/2025	\$154.50
Taxable Retirement - 15613	6/3/2025	\$203.84
Taxable Retirement - 15614	6/3/2025	\$193.23
Taxable Retirement - 15615	6/3/2025	\$207.47
Taxable Retirement - 15616	6/3/2025	\$233.67
Taxable Retirement - 15617	6/3/2025	\$319.52
Taxable Retirement - 15618	6/3/2025	\$172.75
<b>Reference Number: EFT*20250603</b>	<b>Dept of Treasury Internal Revenue</b>	<b>\$7,962.78</b>
Federal Income Tax - 15603	6/3/2025	\$488.54
Federal Income Tax - 15604	6/3/2025	\$213.69
Federal Income Tax - 15605	6/3/2025	\$725.29
Federal Income Tax - 15606	6/3/2025	\$547.92
Federal Income Tax - 15607	6/3/2025	\$408.16
Federal Income Tax - 15608	6/3/2025	\$484.01

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 15609	6/3/2025	\$360.73	
Federal Income Tax - 15610	6/3/2025	\$350.40	
Federal Income Tax - 15611	6/3/2025	\$512.88	
Federal Income Tax - 15612	6/3/2025	\$97.93	
Federal Income Tax - 15613	6/3/2025	\$373.26	
Federal Income Tax - 15614	6/3/2025	\$168.21	
Federal Income Tax - 15615	6/3/2025	\$269.32	
Federal Income Tax - 15616	6/3/2025	\$323.47	
Federal Income Tax - 15617	6/3/2025	\$783.68	
Federal Income Tax - 15618	6/3/2025	\$190.53	
Federal Income Tax - 15619	6/3/2025	\$0.00	
Medicare - 15603	6/3/2025	\$51.48	
Medicare - 15603 (2)	6/3/2025	\$51.48	
Medicare - 15604	6/3/2025	\$46.95	
Medicare - 15604 (2)	6/3/2025	\$46.95	
Medicare - 15605	6/3/2025	\$72.33	
Medicare - 15605 (2)	6/3/2025	\$72.33	
Medicare - 15606	6/3/2025	\$55.40	
Medicare - 15606 (2)	6/3/2025	\$55.40	
Medicare - 15607	6/3/2025	\$47.64	
Medicare - 15607 (2)	6/3/2025	\$47.64	
Medicare - 15608	6/3/2025	\$52.63	
Medicare - 15608 (2)	6/3/2025	\$52.63	
Medicare - 15609	6/3/2025	\$54.89	
Medicare - 15609 (2)	6/3/2025	\$54.89	
Medicare - 15610	6/3/2025	\$42.02	
Medicare - 15610 (2)	6/3/2025	\$42.02	
Medicare - 15611	6/3/2025	\$55.99	
Medicare - 15611 (2)	6/3/2025	\$55.99	
Medicare - 15612	6/3/2025	\$35.22	
Medicare - 15612 (2)	6/3/2025	\$35.22	
Medicare - 15613	6/3/2025	\$46.47	

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
Medicare - 15613 (2)	6/3/2025	\$46.47
Medicare - 15614	6/3/2025	\$44.05
Medicare - 15614 (2)	6/3/2025	\$44.05
Medicare - 15615	6/3/2025	\$47.30
Medicare - 15615 (2)	6/3/2025	\$47.30
Medicare - 15616	6/3/2025	\$53.27
Medicare - 15616 (2)	6/3/2025	\$53.27
Medicare - 15617	6/3/2025	\$72.85
Medicare - 15617 (2)	6/3/2025	\$72.85
Medicare - 15618	6/3/2025	\$39.39
Medicare - 15618 (2)	6/3/2025	\$39.39
Medicare - 15619	6/3/2025	\$14.50
Medicare - 15619 (2)	6/3/2025	\$14.50
<b>Reference Number: EFT*20250604</b>	<b>Nationwide Retirement Solutions</b>	<b>\$8,939.42</b>
Deferred Comp - 15588	5/19/2025	\$300.00
Deferred Comp - 15589	5/19/2025	\$150.00
Deferred Comp - 15591	5/19/2025	\$100.00
Deferred Comp - 15592	5/19/2025	\$100.00
Deferred Comp - 15593	5/19/2025	\$673.50
Deferred Comp - 15594	5/19/2025	\$75.00
Deferred Comp - 15595	5/19/2025	\$300.00
Deferred Comp - 15596	5/19/2025	\$100.00
Deferred Comp - 15597	5/19/2025	\$150.00
Deferred Comp - 15598	5/19/2025	\$300.00
Deferred Comp - 15599	5/19/2025	\$307.74
Deferred Comp - 15601	5/19/2025	\$150.00
Deferred Comp - 15602	5/19/2025	\$150.00
Deferred Comp - 15604	6/3/2025	\$300.00
Deferred Comp - 15605	6/3/2025	\$150.00
Deferred Comp - 15607	6/3/2025	\$100.00
Deferred Comp - 15608	6/3/2025	\$100.00

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
Deferred Comp - 15609	6/3/2025	\$673.50
Deferred Comp - 15610	6/3/2025	\$75.00
Deferred Comp - 15611	6/3/2025	\$300.00
Deferred Comp - 15612	6/3/2025	\$100.00
Deferred Comp - 15613	6/3/2025	\$150.00
Deferred Comp - 15614	6/3/2025	\$300.00
Deferred Comp - 15615	6/3/2025	\$307.74
Deferred Comp - 15617	6/3/2025	\$150.00
Deferred Comp - 15618	6/3/2025	\$150.00
Deferred Comp Match - 15604	6/3/2025	\$300.00
Deferred Comp Match - 15605	6/3/2025	\$150.00
Deferred Comp Match - 15607	6/3/2025	\$100.00
Deferred Comp Match - 15608	6/3/2025	\$100.00
Deferred Comp Match - 15609	6/3/2025	\$701.72
Deferred Comp Match - 15610	6/3/2025	\$75.00
Deferred Comp Match - 15611	6/3/2025	\$650.22
Deferred Comp Match - 15612	6/3/2025	\$100.00
Deferred Comp Match - 15613	6/3/2025	\$150.00
Deferred Comp Match - 15614	6/3/2025	\$300.00
Deferred Comp Match - 15615	6/3/2025	\$300.00
Deferred Comp Match - 15617	6/3/2025	\$150.00
Deferred Comp Match - 15618	6/3/2025	\$150.00
<b>Reference Number: EFT*20250605</b>	<b>Vimly Benefit Solutions, Inc</b>	<b>\$2,124.26</b>
Medical/Dental - 15609	6/3/2025	\$1,036.38
Medical/Dental - 15611	6/3/2025	\$1,087.88
<b>Reference Number: EFT*20250606</b>	<b>Washington Teamsters Welfare Trust</b>	<b>\$23,007.00</b>
Medical /Dental/Vision - 15603	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15604	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15605	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15606	6/3/2025	\$1,455.20



Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount Notes
Medical /Dental/Vision - 15607	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15608	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15609	6/3/2025	\$17.10
Medical /Dental/Vision - 15610	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15611	6/3/2025	\$17.10
Medical /Dental/Vision - 15612	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15613	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15614	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15615	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15616	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15617	6/3/2025	\$1,455.20
Medical /Dental/Vision - 15618	6/3/2025	\$1,455.20
Medical Dental Vision - 15587	5/19/2025	\$100.00
Medical Dental Vision - 15588	5/19/2025	\$100.00
Medical Dental Vision - 15589	5/19/2025	\$100.00
Medical Dental Vision - 15590	5/19/2025	\$100.00
Medical Dental Vision - 15591	5/19/2025	\$100.00
Medical Dental Vision - 15592	5/19/2025	\$100.00
Medical Dental Vision - 15596	5/19/2025	\$100.00
Medical Dental Vision - 15597	5/19/2025	\$100.00
Medical Dental Vision - 15598	5/19/2025	\$100.00
Medical Dental Vision - 15599	5/19/2025	\$100.00
Medical Dental Vision - 15600	5/19/2025	\$100.00
Medical Dental Vision - 15601	5/19/2025	\$100.00
Medical Dental Vision - 15602	5/19/2025	\$100.00
Medical Dental Vision - 15603	6/3/2025	\$100.00
Medical Dental Vision - 15604	6/3/2025	\$100.00
Medical Dental Vision - 15605	6/3/2025	\$100.00
Medical Dental Vision - 15606	6/3/2025	\$100.00
Medical Dental Vision - 15607	6/3/2025	\$100.00
Medical Dental Vision - 15608	6/3/2025	\$100.00
Medical Dental Vision - 15612	6/3/2025	\$100.00

Council Date: 2025 - June - June 2025 1st council Meeting

Reference	Date	Amount	Notes
Medical Dental Vision - 15613	6/3/2025	\$100.00	
Medical Dental Vision - 15614	6/3/2025	\$100.00	
Medical Dental Vision - 15615	6/3/2025	\$100.00	
Medical Dental Vision - 15616	6/3/2025	\$100.00	
Medical Dental Vision - 15617	6/3/2025	\$100.00	
Medical Dental Vision - 15618	6/3/2025	\$100.00	
<b>Reference Number: EFT*20250607</b>	<b>Centurylink</b>	<b>\$56.48</b>	
2025*May Tylemetry	5/21/2025	\$56.48	2025- Well Telemetry 206T21 May 21-
<b>Reference Number: EFT*20250608</b>	<b>US Cellular</b>	<b>\$56.21</b>	
0733884687	6/2/2025	\$56.21	2025*6/2-7/1 Mayor cell phone
<b>Reference Number: May 16-31, 2025</b>	<b>Payroll Vendor</b>	<b>\$40,091.61</b>	
ACH Pay - 15603	6/3/2025	\$2,478.40	
ACH Pay - 15604	6/3/2025	\$2,275.72	
ACH Pay - 15605	6/3/2025	\$3,363.43	
ACH Pay - 15606	6/3/2025	\$2,682.91	
ACH Pay - 15607	6/3/2025	\$2,242.55	
ACH Pay - 15608	6/3/2025	\$2,465.79	
ACH Pay - 15609	6/3/2025	\$2,291.66	
ACH Pay - 15610	6/3/2025	\$2,092.73	
ACH Pay - 15611	6/3/2025	\$2,620.61	
ACH Pay - 15612	6/3/2025	\$1,868.30	
ACH Pay - 15613	6/3/2025	\$2,137.67	
ACH Pay - 15614	6/3/2025	\$2,147.90	
ACH Pay - 15615	6/3/2025	\$2,237.13	
ACH Pay - 15616	6/3/2025	\$2,871.07	
ACH Pay - 15617	6/3/2025	\$3,356.50	
ACH Pay - 15618	6/3/2025	\$1,986.12	
ACH Pay - 15619	6/3/2025	\$973.12	
<b>TOTAL</b>		<b>\$164,042.16</b>	

Reference	Date		Amount	Notes
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**The following voucher/warrants/electronic payments are approved for payment:**

Accounts Payable	32	131	71,226.89	39799-39830
Electronic Payments	2	2	112.69	EFT*20250607-08
Payroll Vendors	1	1	1,241.00	39798
Electronic Payroll	6	6	51,369.97	EFT*20250601-06
ACH Direct Deposit	17	17	40,091.61	Payroll 5/16-5/31, 2025
<b>Total Vouchers</b>	<b>58</b>	<b>157</b>	<b>164042.16</b>	

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



Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Date Action Taken	
Attest:	

**City of Napavine**  
**Action Memorandum No. 25-06**

**AM 25-06: Notice of Liquor License Renewal**

Originator: Rachelle Denham, City Clerk

Agenda Date: June 10, 2025

Route to:	Department Head	Signature	Date
X No Objections	Chief of Police		
X No Objections	City Clerk		

Review by Mayor Shawn O'Neill: \_\_\_\_\_,

**Attachment(s):** Washington State Liquor and Cannabis Board Liquor License Renewal Applications list.

- 1) ARCO AM/PM expires August 31, 2025

**Fiscal Impact:** yes ☐ no ☒

**Summary statement:** The City received a letter from the Washington State Liquor and Cannabis Board a list of liquor license renewal applications in City of Napavine Jurisdiction.

Pursuant to RCW 66.24.010(8) allows the city to object to license renewal request.

To object to the liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis board (WA-LCB) Licensing Division

Objection letter must be received by the Boards Licensing Division at least 30 days prior to the license expiration date. If you need additional time, you must request that in writing.

**Staff Recommendation:**

- Approve: ARCO AM/PM Liquor License renewal, License #22017.

Account Name	Location Name	License/Authorization Portfolio Name	Trade Name	Expiration Date	Type	Subtype	Privilege Name
THORNTONS LLC	1235 RUSH RD, NAPA VINE, WA, 98532		22017 ARCO AMPM #7172	8/31/2025	Liquor	Retail	Grocery Store - Beer/Wine



# PUBLIC WORKS CONTRACT

## PUBLIC WORKS CONTRACT

**1. Parties.** This Public Works Contract is made by and between the City of Napavine, a Washington State municipal corporation (City) and Western United Civil Group, LLC (Contractor).

For and in consideration of the promises hereinafter made and exchanged, the City and Contractor agree as follows:

**2. Contract.** The word "Contract" as used throughout this document shall include the following:

- a. This Contract;
- b. Contractor's submitted and City accepted bid packet, which is on file with the City and incorporated herein by this reference. (The provisions of this Contract shall prevail over any conflicting provisions in the bid packet.); and
- c. The project manual & bid documents for the **[project]**, which are on file with the City, and are incorporated herein by this reference.

**3. Term.** This Contract shall be effective when both parties have executed this Contract and shall terminate upon the City's final acceptance of the Contract Work, or a valid exercise of termination rights under the provisions of this Contract.

**4. Contract Work.** The provision of goods and services identified in the Contract constitute the contract work (Contract Work). Contractor shall perform the Contract Work pursuant to the terms of the Contract. Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the Contract Work in strict conformity with this Contract, within the time period prescribed by the City.

**5. Manner of Work & Qualifications.** Contractor shall provide, perform, and complete the Contract Work in its entirety in a proper and workmanlike manner, and in conformance with the standard of care required of Contractor by law, and in accordance with, and as described in the incorporated plans and specifications, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the Contract Work in accord with the Contract.

Contractor warrants that its employees or those persons or entities that perform the Contract Work have sufficient education, training, skill, knowledge, ability, and experience to competently perform the Contract Work. Contractor further warrants that its employees or those persons or entities that perform the Contract Work have satisfied all statutory and regulatory requirements that are necessary to perform the Contract Work.

**6. Time of Completion.** Contractor shall commence to perform the Contract Work after execution of this Contract and when directed by the City. The City's authority to direct commencement shall include the authority to delay commencement of the Contract Work. Contractor shall complete the Contract Work by: 105 working days **of receiving a Notice to Proceed.**

**7. Compensation.** The City shall pay Contractor an amount up to, but **not to exceed** \$1,487,946.40 (~~\$1,487,946.40~~) plus any applicable Washington State sales tax. Contractor shall submit regular statements to the City describing the portion of the Contract Work that has been provided with any necessary corresponding or supporting records. The City, upon receipt of a completed invoice or billing statement, shall promptly process said claims for payment. Contractor shall be responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

- a. Retainage.** The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under RCW 60.28, whichever is later. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted upon entering into this Contract, and shall be issued from a bonding company that satisfies the City.
- b. Defective or Unauthorized Work.** The City shall be entitled to withhold payment from Contractor for any defective or unauthorized work. If Contractor is unable, for any reason, to satisfactorily complete any portion of the Contract Work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for costs incurred by the City. The City is entitled to deduct the cost to complete the Contract Work from any amounts that may be due and payable to Contractor. Notwithstanding the terms of this section, the City's payment to Contractor shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- c. Final Payment—Contractor's Waiver of Claims.** CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

**8. Changes.** The City may issue a written change order for any change in the Contract Work during the performance of this Contract. Alternatively, if Contractor believes that a change order is necessary, Contractor must submit a written change order request to the City. If Contractor fails to request a change order before performing changes in the Contract Work, Contractor waives its right to make any claim or submit a subsequent change order request for that changed portion of the Contract Work. Contractor shall perform the change order work upon receiving either a written change order from the City or an oral order from the City that precedes a written change order.

If the City issues or authorizes the change order and determines that the change increases or decreases Contractor's costs or time for performance, the City will make an equitable adjustment to the terms of this Contract, which may include, but shall not be limited to, a change in compensation or extension of time. The City will attempt, in good faith, to reach agreement with Contractor on all equitable adjustments. However, if the parties are unable to agree, the City is entitled to establish an equitable adjustment that it deems appropriate. Contractor shall complete the change order work, but may elect to protest the adjustment and assert a claim as provided in this Contract.

Contractor accepts all requirements of a change order by: (1) endorsing it, (2) issuing a separate acceptance, or (3) by failing to protest in accordance with the requirements of this Contract. Acceptance of payment for change order work under a change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for compensation or costs and expenses that are related to the change.

**9. Change Order Protests and Claims.** If Contractor disagrees with any requirement of a change order or oral order from the City, Contractor may file a protest and assert a claim as provided in this section. Contractor shall give written notice to the City of any protest and claim within fourteen (14) calendar days of the occurrence of the events giving rise to the protest and claim, or within fourteen (14) calendar days of the date Contractor knew or should have known of the facts or events giving rise to the protest and claim, whichever occurs first. Any protest and claim shall be conclusively deemed to have been waived by Contractor unless timely notice is provided pursuant to this section.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL CONSTITUTE A WAIVER OF ANY CLAIMS ARISING FROM OR RELATED TO THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

If Contractor chooses to file a protest and assert a claim, Contractor's written protest and claim shall include the following:

- a. Notice of Protest and Claim. A signed written notice of protest and claim that provides the following information:
  - The date of the notice;
  - An accurate description of the nature the claim and the circumstances that gave rise to the claim, including, if applicable, an analysis of the progress schedule showing the schedule impact or disruption;
  - The provisions in the Contract or change order that are the basis for, or apply to the claim; and
  - The proposed remedy, including, if any, the amount of the claim, and the basis for its calculation;
- b. Records. Complete copies of all records that support the claim.

**10. Laws and Rules.** Contractor shall comply with all applicable state, federal, or local laws, regulations, rules, or any other sources of authority, including, but not limited to, court orders, administrative rulings and the following:

- a. Wage, Hour, Safety, and Health Laws. Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq.*, the Washington Industrial Safety and Health Act, RCW 49.17, and any other state or federal laws applicable to wage, hours, safety, or health standards.
- b. Prevailing Wages. Contractor shall file a "Statement of Intent to Pay Prevailing Wages", which shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages and comply with RCW 39.12 as well as any other applicable prevailing wage rate provisions. Contractor shall obtain the most current prevailing wage rate revision issued by the Department of Labor and Industries. Contractor shall require all subcontractors to comply with RCW 39.12 and this section of the Contract.

**11. Independent Contractor.** Contractor shall be an independent contractor for all federal, state and other purposes.

**12. Days and Time of Work.** Contractor shall perform the Contract Work only during Monday through Friday and 7:00 a.m. to 5:00 p.m. unless otherwise authorized by the City.



**13. Audit of Contractor Records.** Contractor shall maintain records which sufficiently and accurately reflect all the provision of goods and services and costs and expenses related to the performance of the Contract Work, and use such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. Contractor shall make these records available to the City, at all reasonable times, for inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

**14. Work Product.** All originals and copies of work product related to the Contract Work, in whatever form, including, but not limited to, plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material, shall belong to the City. At the termination or expiration of this Contract, all originals and copies of any such work product in the possession of Contractor shall be delivered to the City. Contractor is entitled to retain copies of any work product for its own records.

**15. Confidentiality.** Contractor may use confidential information and other sensitive information gained by reason of its provision of services to the City, or by access to its property, when expressly authorized by the City, and only for City purposes. Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law, or in the case of personal information, without the prior written consent of the person to whom the personal information pertains. Contractor shall maintain the confidentiality of all personal information and other information gained by reason of its provision of services to the City, or by access to its property.

**16. Insurance.** Contractor shall procure and maintain for the duration of the Contract or activity associated with the Contract, whichever is longer, insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- a. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
  - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09 or substitute endorsements providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- iv. Builders Risk insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.
- b. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:
  - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
  - iii. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- c. Other Insurance Provision. Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.
- d. Contractor's Insurance for Other Losses. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.
- e. Waiver of Subrogation. Contractor and the City waive all rights against each other, any of their Subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Subcontractors. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

- g. Notice of Cancellation. Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Contractor from the City.
- i. Contractor to insure that insurance coverage is adequate for the scope of work as defined in the RFP (Request for Proposal) and design drawings.
- j. City Full Availability of Contractor's Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

**17. Performance & Payment Bond.** At such time as Contractor enters into this Contract, Contractor shall provide a performance and labor & materials payment bond in an amount that equals the Contract compensation as security for the faithful performance and payment of all Contractor's obligations under this Contract. The amount of the bond shall be increased for each change order in an amount that equals the amount of the change order. The bond shall be in a form that is acceptable to the City's attorney. The surety shall be licensed to conduct business in the State of Washington and shall be named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

In the event that the compensation called for in this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington state sales tax, Contractor may, in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later.

**18. Warranty.** Contractor warrants that it shall correct all defects in workmanship and materials that occur within one (1) year from the date of the City's final acceptance of the Contract Work, or within the product or manufacturer's warranty period, whichever is longer. The expiration of this warranty shall be tolled for any defects in workmanship and materials until the defects are corrected. Thereafter, the warranty for the corrected portion of the Contract Work shall extend for one (1) year from the date that such correction is completed and accepted by the City. Contractor shall begin to correct any defects within the timeframe set forth in the notice of defect from the City. If Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and Contractor shall pay all costs incurred by

the City to achieve the correction.

Upon the City's final acceptance of the Contract Work, Contractor shall, at the option and upon demand of the City, provide the City with a warranty bond in a form and amount that is acceptable to the City.

**19. Debarment.** Contractor certifies that it is neither excluded nor disqualified as defined in 2 CFR Part 180. Contractor shall refrain from ~~becoming excluded~~ or disqualified, and shall fully comply with the requirements of Subpart C of 2 CFR Part 180 and any applicable parts of 2 CFR Parts 300 through 5899. Contractor shall require each person or entity with whom Contractor enters into a covered transaction at the next lowest tier, as defined in 2 CFR Part 180, to fully comply with the requirements of Subpart C of 2 CFR Part 180, and any applicable parts of 2 CFR Parts 300 through 5899. If Contractor or a person or entity with whom Contractor enters into a covered transaction is excluded or debarred, Contractor shall immediately notify the City in writing.

**20. Indemnification & Hold Harmless.** Contractor shall ~~defend~~, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, officials, employees, and volunteers, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

**21. Work Performed at Contractor's Risk.** Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this Contract. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**22. Termination.** The City shall be entitled to terminate this Contract for good cause. "Good cause" shall include, but shall not be limited to, any one or more of the following events:

- a. Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract Work;
- b. Contractor's failure to make timely progress or complete the work within the timeframe required by the City;
- c. Contractor's failure to make full and prompt payment to subcontractors or for material or labor;
- d. Contractor's failure to comply with Federal, state or local laws, rules or regulations;
- e. Contractor's filing for bankruptcy or becoming adjudged bankrupt;
- f. Contractor's breach of any portion of this Contract; or
- g. Changes in budgetary allocations or funding.

**23. Liquidated Damages.** Contractor acknowledges and agrees as follows: The Contract Work is ultimately for the benefit of the public, and as such, there is a compelling need to complete the Contract Work in the time specified in the Contract. Due to the expenditure of public funds for the Contract Work, and the need to complete the Contract Work for the health, safety and welfare

of the public, the failure to complete the Contract Work within the time specified in the Contract will result in loss and damage to the City. A delay will likely result in damages that arise as a consequence of, or are incidental to, the delay, additional costs and expenses to the City that are difficult to determine, tangible and intangible detriments to the City, and loss of use and inconvenience to the public. However, damages for delay in the performance or completion of the Contract Work are and will be difficult to ascertain.

Although difficult to quantify and ascertain, the sum listed as liquidated damages represents a fair and reasonable forecast or estimation of the actual damage caused by a delay in the performance or completion of the Contract Work. In addition, the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Accordingly, for each day that the Contract Work is not completed beyond the completion date specified in the Contract, or the completion date as directed by the City, the sum of \$1,500/day shall be deducted from the amount to be paid Contractor and shall be retained by City as damages. In the event that the Contract is terminated by City for good cause pursuant to the general conditions of the Contract, this liquidated damages section shall apply, but only to the extent that the Contract Work is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**24. Remedies Cumulative.** Any remedies provided for under the terms of this Contract are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

**25. Subcontractors.** All subcontractors or use of subcontractors shall require the prior written approval of the City. Contractor shall incorporate the terms and conditions of this Contract into any subcontract used in connection with this project.

**26. Assignment.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or notation), without the prior written consent of the City thereto; provided, however, that claims for payment under this Contract may be assigned.

**27. Notices.** Any notices required to be given by the City to Contractor or by Contractor to City shall be in writing and delivered to the parties at the addresses listed at the end of this Contract.

**28. Waiver.** Failure of the City to insist upon strict compliance with any terms, covenants or conditions of this Contract shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

**29. Applicable Law - Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of dispute, the venue of any action brought hereunder shall exclusively be in the Lewis County Superior Court.

**30. Discrimination Prohibited.** In all Contractor services, programs or activities, and all Contractor hiring and employment made possible, directly, indirectly, by or resulting from this Contract, Contractor shall not discriminate against any protected class or on any basis prohibited by federal or state law, including, but not limited to, sex, race, color, creed, religion, national origin, disability, use of a guide dog or service animal by a person with a disability, HIV/AIDS or hepatitis C status, sexual orientation, gender identity, or honorably discharged veteran and military status.

**31. Modification.** No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

**32. Equal Opportunity to Draft.** The parties have participated and had an equal opportunity to participate in the drafting of this Contract, and the incorporated documents, if any. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

**33. Severability.** If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision, unless the purpose and intent of this Contract is made materially ineffective or destroyed.

**34. Entire Agreement.** The written provisions and terms of this Contract, together with any attachments, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this Contract. This Contract and any attachments contain the entire Contract between the parties. Should any language in any attachment conflict with any language contained in this Contract, the terms of this Contract shall prevail.

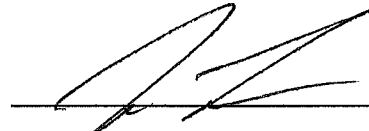
**35. Concurrent Originals.** This Contract may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Contract.

**PUBLIC WORKS CONTRACT**

IN WITNESS WHEREOF, the parties below have executed this Contract, and by doing so, acknowledge that they have read this Contract understand its terms, and enter this Contract in a knowing, intelligent, and voluntary manner.

**[contractor]**

Dated 6/3/25  
By: \_\_\_\_\_

  
Its: owner

**City of Napavine**

Dated \_\_\_\_\_

Shawn O'Neill  
City Mayor

Approved as to form:

Attest:

\_\_\_\_\_  
Marissa Jay  
City Attorney

\_\_\_\_\_  
Rachelle Denham  
City Clerk

Notices to be sent to:	Notices to be sent to:
	City of Napavine
Attn:	Attn: Bryan Morris
	Public Works/Community Development Director
	407 Birch Avenue SW
	Napavine, WA 98565

**END OF PUBLIC WORKS CONTRACT**

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**To:** Mayor and City Council  
**From:** Bryan Morris, PW/CD Director  
**RE:** Staff Report for Council Meeting, June 10, 2025

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- **Planning Commission Meeting Minutes**

- Planning Commission Regular Meeting Minutes – May 19, 2025

- **Project Updates**

- Scots Industries – Working on the upgrade of the water system. The booster station upgrade is first, and it has begun.
- Cell tower on city property – Contract has been reviewed by both parties. Currently verifying that it meets RCO requirements and if a new CUP would be required.
- 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 was held with the Planning Commission on June 2<sup>nd</sup>, will be presented to Council on June 24<sup>th</sup>.
- Jefferson Station – Award letter was sent out to the low bidder (second lowest from original bid) and the city attorney is currently reviewing the contract and bonds.
- Source Water Protection Grant - Staff met with ecology and the city consultant on May 6<sup>th</sup>, 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 PLANNING COMMISSION MINUTES**  
**May 19, 2025 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**PLEDGE OF ALLEGIANCE:**

**INVOCATION:** Invocation was led by **Director Morris**.

**CALL TO ORDER:**

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

**ROLL CALL:**

Planning Commission present: **Deborah Graham, Amy Morris, Kacey Torgerson, and Amy Hollinger**

**Commissioner Hollinger motioned to excuse Commissioner Haberstroh, seconded by Commissioner Torgerson.**

**Vote on motion 3 ayes 0 nay.**

**APPROVAL OF AGENDA – As presented:**

**Commissioner Torgerson motioned to approve the agenda as presented, seconded by Commissioner Hollinger.**

**Vote on motion 3 ayes, 0 nay.**

**APPROVAL OF MINUTES:**

**Commissioner Morris motioned to approve the March 17, 2025, workshop and regular meeting minutes,**

**seconded by Commissioner Torgerson. Vote on motion 3 ayes and 0 nay.**

**OLD BUSINESS:**

1. Comp Plan Update – Climate Element & CFP Goals/Policies & Transportation Utilities CFP Goals/Policies

**Commissioner Morris motioned to approve the Climate Element & CFP Goals/Policies & Transportation Utilities**

**CFP Goals/Policies as presented, seconded by Commissioner Hollinger. Vote on motion 3 ayes, 0 nay.**

**GOOD OF THE ORDER:**

**Commissioner Graham** asked Chief Brockmueller for his presence at the June 2<sup>nd</sup> meeting, Chief Brockmueller said he will be there.

**Commissioner Torgerson** commented that he noticed the new street sweeper, public works has the city looking nice.

**ADJOURNMENT** 6:07 pm

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

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

*<https://fccdl.in/sK6ckwlTKi>*

**Respectfully submitted,**

Bryan Morris, Community Development/Public Works Director

Planning Commission Chairperson



**Clerk's Office**  
407 Birch Ave SW, P. O. Box 810  
Napavine, WA 98565  
Phone: (360) 262-3547  
[www.cityofnapavine.com](http://www.cityofnapavine.com)

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To: Mayor and City Council

From: Rachelle Denham, City Clerk

RE: Clerk's Report for Council Meeting, June 10, 2025

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**Utility Billing Information**

- ✓ June Bill Posting - City billed out a total of \$244,789.25.
- ✓ Receipted in MTD \$10,906.74, YTD \$499,526.54
- ✓ Total of 324 badger meters in the ground, no change since last reporting.
- ✓ 49 EyeOnWater app users, no change from last reporting.
- ✓ YTD Park Reservations – 20, up from 5 last reported
- ✓ Senior Discount Renewals received for 2025 is 19 (water/sewer).
- ✓ Temp Non-Use Renewals received for 2025 (sewer 23/water 34).
- ✓ 2025 Dog License renewals 124 (2024 dog count 134)

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- I will be attending the AWC Annual Conference June 24-27<sup>th</sup> in Kennewick, WA.