



# CITY COUNCIL MEETING AGENDA

Tuesday – November 25, 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)

## **\*\*Public Hearing: 2026 Preliminary Budget – 6:00pm\*\***

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

## VI. APPROVAL OF MEETING MINUTES – NOVEMBER 12, 2025

- 1) Regular Council Meeting
- 2) Budget Workshop 2026 Expenditures
- 3) Public Hearing 2026-2031 Capital Facilities Plan
- 4) Public Hearing 2026 Ad Valorem Tax & Revenues

## VII. STAFF & COUNCIL REPORT

## VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS

## IX. NEW BUSINESS

- 1) Vouchers – M. Whitten
- 2) Ord 675: 2026 Ad Valorem Tax – M. Whitten
- 3) Resolution 25-11-166: 2026-2031 Capital Facilities Plan – M. Whitten
- 4) Resolution 25-11-167: DOR Ad Valorem Tax – M. Whitten
- 5) Vertical Bridge Cell Tower Lease Agreement- B. Morris
- 6) Council Winter Recess - Cancel (12/23) Meeting: R. Denham

## 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

November 12, 2025, 6:00 P.M.

Napavine City Hall, 407 Birch Ave SW, Napavine, WA

### **CALL TO ORDER:**

Mayor Pro Tem Duane Crouse called the regular city council meeting to order at 6:03pm directly following the Workshop Meeting on Projected 2026 Expenditures.

### **INVOCATION:**

The invocation was led by Bryan Morris.

### **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Duane Crouse led the flag salute.

### **ROLL CALL:**

**Council members present:** Duane Crouse Mayor Pro Tem, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Donald Webster Councilor #3.

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

<b>MOVED:</b>	Ivan Wiediger	Motion: Excuse Mayor Shawn O’Neill & Heather Stewart.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

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

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

### **APPROVAL OF MEETING MINUTES**

<b>MOVED:</b>	Brian Watson	Motion: Approval of the regular council meeting minutes for October 28, 2025 & Budget Workshop Minutes-2026 Projected Revenues & Fee Schedule.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

## **STAFF & COUNCIL REPORTS:**

### **John Brockmueller – Chief of Police**

- The report is in writing. Operations are normal.

### **Michelle Whitten - Treasurer**

- Working through the audit process for the 23-24 audit. Thanked councilors Ivan Wiediger and Duane Crouse for attending the entrance audit meeting.

### **Bryan Morris - PW/CD Director**

- The report is in writing. Added: The construction crew for Jefferson started today.

### **Rachelle Denham – City Clerk**

- Report is in writing.

### **Amy Morris – Planning Commission**

- 2025 Comprehensive Plan is finished and passed to council.

### **Ivan Wiediger – Councilor 2**

- Attended the entrance audit meeting.

### **Brian Watson – Councilor 1**

- Last Wednesday attended the Best of Lewis County Awards for The Chronicle where awards were given to businesses and people throughout the community and Napavine had a lot of people recognized to include; Counselor Heather Stewart, realtor extraordinaire, Coach Josh Fay, Jen Watson from Thorbeke's, Shante Evander from Runway Boutique, Ashley Hogue, Three Rivers Care, Andy Coleman, Best Fishing Guide, also Plaza Jalisco, Tumac Taproom, and Callie Potter, our school nurse, they were all honored as Best of Lewis County, and also Buzzard Law Group. Napavine also has a big playoff game on Saturday, make sure to root for the Tigers at 1pm.

### **Duane Crouse – Mayor Pro Tem**

- Introduced new council member that will begin after the first of the year, Jeremy Germann.

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

- NONE.

**EXECUTIVE SESSION: POTENTIAL LITIGATION RCW 42.30.110(1)(i)**- Meeting started at 6:10pm, ended at 6:16pm and the council is not expected to take further action following the executive session. The regular council meeting as called back to order at 6:16pm.

## **NEW BUSINESS**

### **VOUCHERS- M. WHITTEN**

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

Accounts Payable	29	116	80,719.10	40093/40095-40122
Payroll Vendors	1	1	1,133.50	40094
Electronic Payments	2	2	856.90	EFT*20251109/11
Electronic Payroll	8	8	53,732.26	EFT*20251101-08
ACH Direct Deposit	17	17	40,527.40	Payroll 10/16-10/31 2025
<b>Total Vouchers</b>	<b>57</b>	<b>144</b>	<b>\$176,969.16</b>	

Void Check EFT\*20251101

<b>MOVED:</b>	Don Webster	Motion: Pay the bills. Approval of the Vouchers dated November 2025-1 <sup>st</sup> Council Meeting.
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

### **RESOLUTION 25-11-165: LEWIS COUNTY SOLID & WASTE MANAGEMENT PLAN UPDATE OCTOBER 2025 – R. DENHAM**

\*Melanie Case from Lewis County Solid Waste spoke about the resolution being presented for council approval.

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve Resolution 25-11-165.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

### **ACTION MEMORANDUM 25-15: H.D. FOWLER ESTIMATE FOR GRAND PUMP STATION REPLACEMENT – B. MORRIS**

<b>MOVED:</b>	Don Webster	Motion: Approve AM25-15 Pump Station Replacement.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

### **NAPAVINE COMPREHENSIVE PLAN UPDATE (DRAFT) & CLIMATE ELEMENT (FINAL DRAFT) – B. MORRIS**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve Napavine Comp Plan Update Draft & Climate Element Final Draft.
<b>SECONDED:</b>	Brian Watson	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**SHORELINE MASTER PLAN INTENT TO ADOPT – B. MORRIS / R. DENHAM**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve Shoreline Master Plan Intent to Adopt.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	4-0 Motion Carried: 4 aye and 0 nay.	

**ORD 674 : MOBILE FOOD TRUCK CODE – B. MORRIS / R. DENHAM**

<b>MOVED:</b>	Ivan Wiediger	Motion: Approve Ord 674 Mobile Food Truck Code.
<b>SECONDED:</b>	Don Webster	
<i>Discussion: Councilor Brian Watson asked about how this code will impact a new mobile vendor going into a Napavine business where one was but recently is no longer there. Director Morris replied, drastically if it was long term. He mentioned if they have employees over 8 hours per day they will need facilities due to commercial impact. However, short term 3-days per week then no restrictions other than business license. If the truck leaves site and then comes back, he doesn't see an issue with it-no break in code. School Booster Club burger wagon is tied to the school not city. The city and department heads have worked hard on this and encourage interested people to come into the city and discuss their plan if they have any questions, were here to help.</i>		
<b>VOTE ON MAIN MOTION:</b>	3-1 Motion Carried: 3 aye-Councilors Ivan Wiediger, Don Webster, and Mayor Pro Tem Duane Crouse and 1 nay- Brian Watson.	

**ADJOURNMENT:** Meeting Adjourned at approximately 6:31 p.m.

<b>MOVED:</b>	Don Webster	Motion: To Adjourn – Close of Meeting
<b>SECONDED:</b>	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
<b>VOTE ON MAIN MOTION:</b>	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 [freconferencerecall.com](https://freconferencerecall.com) or at the link <https://fccdl.in/LyLXQFc7fZ>.*

Respectfully submitted,

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



WORKSHOP MEETING MINUTES- 2026 Projected Expenditures  
November 12, 2025

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**\*Mayor Pro Tem, Duane Crouse opened the Workshop Meeting at 5:30 PM**

**NAPAVINE COUNCIL MEMBERS PRESENT:**

Mayor Pro Tem Duane Crouse, Councilor #1 Brian Watson, Councilor #2 Ivan Wiediger, Councilor #3 Don Webster  
Absent: Mayor Shawn O'Neill and Councilor #4 Heather Stewart

**CITY STAFF MEMBERS PRESENT:** City Clerk Rachelle Denham, Treasurer Michelle Whitten, Police Chief John Brockmueller, CD/PW Director Bryan Morris.

**ROUND TABLE DISCUSSION:**

**Key Points:**

Michelle provided a handout (see council packet for documents).

**Budget Review 2026- Updates 11/12/2025**

**Current Expense 001 Fund**

Expenditures

- Judge Contract Increase
- Warrant Costs -0- as Police Dept now doing
- Audit Costs for audit
- Wages are still unknown (I built in 3%??)
- Have not Received estimate from CIAW Insurance for 2026. Projected higher

**Park Improvement Fund 004-**

- Potential improvement of \$28,000
- Working on grant funding

**General Capital Equipment Fund 005-**

- Small Capital Expenditures \$3,000

**City Street Fund 101**

- Reallocation of wages for 2 Public Works employees

**Street Improvement Fund 105**

#### Expenditures

- Transportation projects with grant (TIB/STIP) funds for Rush Rd

#### **Criminal Justice Fund 110**

##### Expenditures

- Moved Police Part time Admin Assistant here
- Purchase of Patrol Car

#### **Project Planning 305 –**

- Finish Comp Plan and Codes

#### **Water Fund 401**

##### Expenditures-

- Increase of employee expenses and reallocation of 2 utility workers

#### **Water System Improvement Fund 402 –**

- Update of the Water Comp Plan?

#### **Wastewater Fund 406**

##### Expenditures

- Chehalis Wastewater fee increase for the year \$28320
- Increase cost of employees and reallocation

#### **Wastewater System Improvement Fund 408-**

- Jefferson Station Upgrade paid with .09 funds and PWB funds

**Street Capital Equipment Fee 102-** Purchase of Dump truck and Pick up

**Sewer Capital Equipment Fee 409-** Purchase of Dump Truck and Pick Up

**Water Capital Equipment Fee 411-** Purchase of Dump Truck and Pick Up

The meeting was adjourned-closed at approximately 5:41 p.m.

- ***These minutes are not verbatim.** If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://freeconferencecall.com) or at the link <https://fccdl.in/Kt7ggGl1xz> .*

**\*\*THIS WAS OPEN DISCUSSION ONLY AND NO VOTES OR FINAL DECISIONS WERE MADE \*\***

Respectfully submitted,

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor





NAPAVINE CITY COUNCIL MINUTES  
PUBLIC HEARING – 2026-2031 CAPITAL FACILITIES PLAN  
November 12, 2025, 6:00 P.M.  
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

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**CALL TO ORDER:**

Mayor Pro Tem, Duane Crouse called public hearing of the **2026-2031 Capital Facilities Plan** to order at 6:02 pm.

**INTRODUCTION:**

Mayor Pro Tem, Duane Crouse introduced himself as presiding over the public hearing.

**PURPOSE OF HEARING:**

To invite testimony from the community members and the public, regarding the **2026-2031 Capital Facilities Plan** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **2026-2031 Capital Facilities Plan**, any questions, please direct them to the mayor and he will direct staff to our Council members who may have the answers to address the question. Mayor would like to keep discussion to a minimum.

**PROCEDURE:**

Those wishing to testify are asked to speak clearly and tell the Council

- Your Name
- Your Address
- Who you represent

**Opened Public Hearing:**

Mayor Pro Tem, Duane Crouse opened the public hearing and welcomed anyone wishing to speak to approach the podium.

No community members or general public testified to the Council.

**Closing of Public Hearing:**

Mayor Pro Tem, Duane Crouse announced that all testimony having been taken, the public hearing on the **2026-2031 Capital Facilities Plan** is now closed ending time 6:03 pm.

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES  
PUBLIC HEARING – 2026 BUDGET REVENUES & AD VALOREM TAX  
November 12, 2025, 6:00 P.M.  
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

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**CALL TO ORDER:**

Mayor Pro Tem, Duane Crouse called the public hearing of the **2026 BUDGET REVENUES & AD VALOREM TAX** to order at 6:00 pm.

**INTRODUCTION:**

Mayor Pro Tem, Duane Crouse introduced himself as presiding over the public hearing.

**PURPOSE OF HEARING:**

To invite testimony from the community members and the public, regarding the **2026 BUDGET REVENUES & AD VALOREM TAX** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **2026 BUDGET REVENUES & AD VALOREM TAX** any questions, please direct them to the mayor and he will direct staff to our Council members who may have the answers to address the question. Mayor would like to keep the discussion to a minimum.

**PROCEDURE:**

Those wishing to testify are asked to speak clearly and tell the Council.

- Your Name
- Your Address
- Who you represent.

**Opened Public Hearing:**

Mayor Pro Tem, Duane Crouse opened the public hearing and welcomed anyone wishing to speak to approach the podium.

**Citizen Comment:** NONE

**Closing of Public Hearing:**

Mayor Pro Tem, Duane Crousel announced, all testimony having been taken, the public hearing on the **2026 BUDGET REVENUES & AD VALOREM TAX** is now closed ending time 6:01 pm.

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Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor

RECEIVED  
NOV 13 2025

BY:.....

CLP 2:10pm

**Honorable Commissioners of Lewis County and City Councilmembers:**

I write to you today to address a matter of urgent constitutional and civic importance, the unchecked expansion of corporate-run surveillance networks operating under the name Flock Safety.

Across Lewis County, Flock cameras have been quietly installed under the reassuring banner of “public safety,” repeatedly marketed to city councils and the public as nothing more than simple license-plate readers, tools intended to help locate stolen vehicles or identify “offender plates.” Officials were told these devices merely captured plates as they passed by and nothing more. No discussion. No disclosure of advanced analytics. No warning that the system was capable of anything beyond that narrow function.

But that sales pitch was misleading at best.

Flock’s own United States Patent No. 11,416,545 B1 tells a very different story. The patented technology describes a system capable of identifying far more than license plates—including human beings themselves. The underlying neural-network modules can analyze race, gender, clothing, body type, height, weight, and other physical characteristics. According to their patent language, the camera can classify a person visually, then route the image through a series of additional neural networks designed to extract even more detailed biometric and behavioral information.

This is not the tool Lewis County residents were told they were accepting.

Instead of a narrow, vehicle-based public-safety device, what is being deployed is a comprehensive biometric-surveillance platform capable of tracking, tracing, categorizing, and databasing the public at large—drivers, passengers, pedestrians, and anyone who comes into view of the camera. The technology goes far beyond the advertised purpose of monitoring offender plates. It is, by design, a statewide and national network of persistent surveillance tools capable of building historical movement profiles on innocent people without warrants, judicial oversight, or public consent.

Flock sold cities, counties, and law-enforcement agencies one product.

They installed another.

By contracting with a private corporation to collect and store data on the movement and appearance of our residents, local governments have unintentionally enabled an end-run around the Fourth Amendment and Article I, Section 7 of the Washington Constitution, which guarantee that no person shall be disturbed in their private affairs without authority of law. Through this privatized structure, government agencies gain access to data they themselves could never lawfully collect directly, creating a surveillance state by proxy. This system normalizes the continuous observation of citizens without warrants, probable

cause, or oversight. It conditions our communities to accept a level of scrutiny once reserved for criminal investigations and applies it to every driver, pedestrian, and child walking to school. The danger lies not only in present use, but in future capability, a corporate AI that learns to recognize faces, categorize demographics, and share information across networks that include federal agencies like ICE and Border Patrol.

Lewis County has long stood for personal freedom, individual rights, and limited government. Allowing corporate surveillance grids to blanket our cities undermines those principles. It erodes trust between citizens and their government, chills free movement and association, and invites abuse of information that no one ever consented to share.

The attached resolutions for the Cities of Napavine, Centralia, and Chehalis, and for Lewis County as a whole, call for the termination of Flock Safety contracts and the prohibition of similar third-party surveillance systems. They are not anti law enforcement measures, they are pro Constitution, reaffirming that the rights of the people are not negotiable conveniences of technology.

I respectfully urge each governing body to adopt these resolutions, end the county's involvement with Flock Safety, and set an example for the rest of Washington State: that in Lewis County, freedom still comes before convenience.

Respectfully submitted,

Brian Green

351 Burchett Rd.

Onalaska, Washington. 98570

briangreenband@tds.net

Date: 13 November 2025

### **1. Constitutional Evasion by Proxy**

The Flock Safety system represents a profound constitutional evasion. By contracting with a private company to operate surveillance cameras that monitor and catalog the movements and physical attributes of individuals, government agencies are conducting surveillance that, if performed directly by law enforcement, would be constrained by the Fourth Amendment and by Article I, Section 7 of the Washington State Constitution, which flatly guarantees that “no person shall be disturbed in his private affairs... without authority of law.”

By using a commercial intermediary, public officials create a convenient legal fiction: that Flock’s databases and machine learning analytics are “private data” rather than state records. This outsourcing allows agencies to circumvent warrant requirements, avoid public records scrutiny, and achieve constant, automated tracking of citizens without individualized suspicion. Such a system, in practice, outsources unconstitutional surveillance to a third party and then rents back the results.

### **2. Patent Disclosure Proves Intent Beyond License-Plate Reading**

Contrary to public assurances that Flock cameras merely “scan license plates,” the company’s own patent U.S. Patent No. 11,416,545 B1 makes clear that its technology is expressly designed to identify human beings. The patent describes neural networks capable of classifying a person’s sex, race, clothing, height, and weight, as well as correlating those traits with other object-detection modules and networked video sources.

“If the object class of the identified object is that of a human being... [the system] may further analyze the image... configured to identify different classes of people (male, female, race, etc.) ... to further identify clothing types... and ... gauge height and weight.” U.S. Patent No. 11,416,545 B1, col. 11 ll. 1-10.

This language demonstrates that the underlying architecture was conceived not merely for vehicle tracking but for biometric surveillance of individuals, a capability that exceeds any lawful or publicly disclosed purpose for municipal “public-safety” use. The patent itself is a written confession of intent to expand from cars to people.

### **3. Normalizing Continuous, Warrantless Tracking**

The fusion of automatic license-plate recognition (ALPR) with human-classification AI creates a comprehensive location-and-identity matrix. Every vehicle stop, every pedestrian crossing, every camera hand off builds a retrievable record of where each person has been and when. Once such data are retained in private servers, cross-linked through “network sharing” among

agencies and even federal partners (as Border Patrol and ICE already do), the result is a permanent, retroactive dragnet.

No democratic society can tolerate a system in which citizens are continuously indexed, analyzed, and scored without cause or oversight. Such systems reverse the presumption of innocence: the state observes first and asks questions later.

#### 4. Legal and Ethical Consequences

- Unconstitutional Search: Continuous, AI-based surveillance without probable cause constitutes a search under *Carpenter v. United States*, 138 S.Ct. 2206 (2018).
- Public-Records Accountability: Because Flock's data are gathered "on behalf of" police agencies, they are public records under RCW 42.56.010(3) and *Nissen v. Pierce County*, 183 Wn.2d 863 (2015).
- Civil-Rights Implications: Automated demographic classification (sex, race, body type) introduces bias, disparate enforcement, and equal-protection violations under the Fourteenth Amendment.
- Private Retention: Retaining detailed movement and biometric data in corporate hands, outside court supervision, invites abuse, data leaks, and secondary commercial use.

#### 5. Policy Conclusion

Flock Safety and similar systems are not narrow "traffic-enforcement tools." They are distributed biometric sensors, marketed to local governments as convenience technology but engineered for nationwide, person-level surveillance. Any agency deploying them participates in an end run around constitutional privacy guarantees, transforming every street into a checkpoint and every citizen into a data point.

The responsible course is a moratorium on all such contracts pending judicial review and legislative safeguards that explicitly prohibit the collection or analysis of human biometric or demographic data without a judicial warrant.

City of Napavine, Washington

Proposed Resolution No. \_\_\_\_ (Ban on Flock Safety Surveillance Cameras)

A RESOLUTION of the City Council of Napavine, Washington, declaring that automated surveillance and tracking systems operated by or through Flock Safety, Inc., or any similar entity, constitute a violation of constitutional privacy protections, and directing the immediate termination of any Flock contracts or installations within the city limits.

WHEREAS, the City of Napavine entered into a two-year contract with Flock Safety, Inc. for installation of automated license-plate reader (ALPR) cameras; and

WHEREAS, Flock Safety's United States Patent No. 11,416,545 B1 discloses the capability to identify and classify human beings by race, sex, clothing, height, and weight, establishing that its system is designed for biometric surveillance rather than limited traffic enforcement; and

WHEREAS, the use of third-party surveillance networks to collect, store, and analyze data on individuals constitutes an evasion of the Fourth Amendment to the U.S.

Constitution and Article I, Section 7 of the Washington Constitution, which prohibit warrantless searches and the disturbance of private affairs without authority of law; and

WHEREAS, residents of Napavine have a fundamental right to privacy in their daily movements and associations, free from corporate or governmental observation absent probable cause;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NAPAVINE, WASHINGTON:

1. That the City of Napavine hereby finds that Flock Safety surveillance technology presents a clear and present danger to the constitutional rights and civil liberties of residents.
2. That any existing contract, subscription, or data-sharing agreement with Flock Safety, Inc. shall be terminated or allowed to lapse without renewal.
3. That no future surveillance system capable of biometric or person-classification analysis shall be authorized without explicit voter approval and independent legal review verifying compliance with constitutional standards.
4. Napavine shall cease participation in all Flock Safety data-sharing programs and remove or deactivate Flock cameras presently operating within city jurisdiction.
5. No future contract shall be approved for any system that transmits data to a third-party vendor outside city servers.
6. The City Council directs the City Attorney to draft an ordinance permanently prohibiting corporate-operated mass-surveillance systems within Napavine.
7. That the City Clerk shall transmit copies of this Resolution to the Lewis County Board of Commissioners, the Chehalis and Centralia City Councils, and the Washington State Legislature.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

City of Centralia, Washington

Resolution No. \_\_\_\_ (Ending Use of Flock Safety Surveillance Network)

A RESOLUTION terminating the use of Flock Safety surveillance cameras and affirming the constitutional right of all Centralia residents to privacy and freedom from automated tracking.

WHEREAS, Centralia Police Department operates approximately twenty Flock Safety ALPR cameras under contract with a private vendor; and

WHEREAS, Flock's own patent documentation (U.S. Patent 11,416,545 B1) confirms the ability to analyze images of human beings to determine sex, race, and physical attributes, demonstrating that the technology is inherently designed for biometric surveillance; and

WHEREAS, federal courts, including *Carpenter v. United States*, 138 S.Ct. 2206 (2018), have held that persistent electronic tracking constitutes a search requiring probable cause; and

WHEREAS, Article I, Section 7 of the Washington Constitution guarantees that no person shall be disturbed in his private affairs without authority of law, a protection more robust than the Fourth Amendment;

THEREFORE, BE IT RESOLVED:

1. That the City of Centralia hereby finds that Flock Safety surveillance technology presents a clear and present danger to the constitutional rights and civil liberties of residents.
2. That any existing contract, subscription, or data-sharing agreement with Flock Safety, Inc. shall be terminated or allowed to lapse without renewal.
3. That no future surveillance system capable of biometric or person-classification analysis shall be authorized without explicit voter approval and independent legal review verifying compliance with constitutional standards.
4. Centralia shall cease participation in all Flock Safety data-sharing programs and remove or deactivate Flock cameras presently operating within city jurisdiction.
5. No future contract shall be approved for any system that transmits data to a third-party vendor outside city servers.
6. The City Council directs the City Attorney to draft an ordinance permanently prohibiting corporate-operated mass-surveillance systems within Centralia.
7. That the City Clerk shall transmit copies of this Resolution to the Lewis County Board of Commissioners, the Chehalis and Napavine City Councils, and the Washington State Legislature.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.



City of Chehalis, Washington

Resolution No. \_\_\_\_ (Prohibiting Biometric and Networked Surveillance)

A RESOLUTION prohibiting the continued use of Flock Safety or any similar AI-driven surveillance systems in the City of Chehalis.

WHEREAS, Chehalis Police Department entered into a one-year lease with Flock Safety for fifteen cameras in 2023; and

WHEREAS, the underlying patent for the technology (U.S. Patent 11,416,545 B1) expressly contemplates neural-network classification of people by demographic and physical traits; and

WHEREAS, such technology represents an unconstitutional delegation of police surveillance powers to a corporate entity not subject to public oversight or accountability; and

WHEREAS, the Washington Public Records Act (RCW 42.56) defines vendor-held data generated "on behalf of" a public agency as a public record, thus rendering any secrecy of such databases unlawful;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Chehalis hereby finds that Flock Safety surveillance technology presents a clear and present danger to the constitutional rights and civil liberties of residents.
2. That any existing contract, subscription, or data-sharing agreement with Flock Safety, Inc. shall be terminated or allowed to lapse without renewal.
3. That no future surveillance system capable of biometric or person-classification analysis shall be authorized without explicit voter approval and independent legal review verifying compliance with constitutional standards.
4. Chehalis shall cease participation in all Flock Safety data-sharing programs and remove or deactivate Flock cameras presently operating within city jurisdiction.
5. No future contract shall be approved for any system that transmits data to a third-party vendor outside city servers.
6. The City Council directs the City Attorney to draft an ordinance permanently prohibiting corporate-operated mass-surveillance systems within Chehalis.
7. That the City Clerk shall transmit copies of this Resolution to the Lewis County Board of Commissioners, the Napavine and Centralia City Councils, and the Washington State Legislature.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

Lewis County, Washington

Resolution No. \_\_\_\_ (Countywide Ban on Third-Party Surveillance Systems)

A RESOLUTION of the Lewis County Board of Commissioners declaring that Flock Safety and comparable surveillance systems constitute an unconstitutional invasion of privacy and prohibiting their installation, operation, or data-sharing within Lewis County.

WHEREAS, multiple municipalities within Lewis County, including Centralia, Chehalis, and Napavine, have installed or leased Flock Safety automated license plate reader systems; and

WHEREAS, U.S. Patent No. 11,416,545 B1 filed by Flock Group, Inc. reveals the system's intended use for identifying human beings through neural-network analysis of race, sex, clothing, height, and weight; and

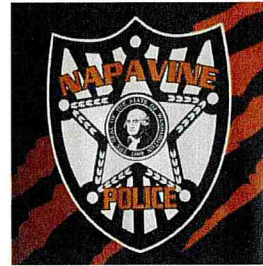
WHEREAS, the use of such systems constitutes an end-run around constitutional protections by enabling governmental access to surveillance data collected by a private intermediary; and

WHEREAS, continuous data collection on the movements and physical attributes of citizens absent judicial warrant infringes upon the fundamental rights of privacy, association, and free movement guaranteed under both federal and state constitutions;

NOW, THEREFORE, BE IT RESOLVED BY THE LEWIS COUNTY BOARD OF COMMISSIONERS:

1. The deployment or operation of Flock Safety or any comparable third-party surveillance system within unincorporated Lewis County is hereby prohibited.
2. No county department or law-enforcement agency shall purchase, lease, or access Flock Safety systems or data.
3. The County Commissioners direct the Lewis County Prosecutor to draft an ordinance permanently prohibiting corporate-operated mass-surveillance systems within Lewis County.
4. Copies of this resolution shall be transmitted to all cities and towns in Lewis County, the Sheriff's Office, the Washington Association of Counties, and the Governor's Office.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.



**Subject:** Speed Limit Reduction Notification – Woodard Road

Dear Members of the Napavine City Council,

This is to formally notify you that, in accordance with Napavine Municipal Code 10-20-020, the Public Works Director and the Chief of Police have authorized a reduction in the speed limit for a designated segment of Woodard Road within the Napavine city limits.

The affected portion begins at Koontz Road and extends approximately one-half mile east, just beyond the creek gulch. This area directly borders school property and the site of the upcoming Tiger Meadows subdivision. To enhance safety for students, school staff, and nearby residents—particularly in light of increased pedestrian activity and anticipated traffic changes—the speed limit in this segment will be reduced to **20 miles per hour**.

This decision is further supported by the existing vertical curvature of this segment of Woodard Road, which is abrupt and significantly limits entering sight distance. As a result, the roadway does not meet the minimum standards established by the American Association of State Highway and Transportation Officials (AASHTO). This limited visibility poses a hazard for drivers entering the roadway from adjacent properties, especially in the vicinity of residential homes, upcoming construction, oncoming traffic, and the school.

Please let us know if you have any questions or require further documentation.



## Vouchers 11/25/2025

November - November 2nd Council Meeting

Reference	Date	Amount Notes
<b>Reference Number: 40123</b>	<b>Payroll Vendor</b>	<b>\$1,934.19</b>
<u>Net Pay - 15822</u>	11/17/2025	\$1,934.19
<b>Reference Number: 40124</b>	<b>Payroll Vendor</b>	<b>\$1,885.20</b>
<u>Net Pay - 15824</u>	11/17/2025	\$1,885.20
<b>Reference Number: 40125</b>	<b>Payroll Vendor</b>	<b>\$2,814.32</b>
<u>Net Pay - 15825</u>	11/17/2025	\$2,814.32
<b>Reference Number: 40126</b>	<b>Payroll Vendor</b>	<b>\$1,308.69</b>
<u>Net Pay - 15821</u>	11/17/2025	\$1,308.69
<b>Reference Number: 40127</b>	<b>Payroll Vendor</b>	<b>\$1,572.58</b>
<u>Net Pay - 15823</u>	11/17/2025	\$1,572.58
<b>Reference Number: 40128</b>	<b>911 Supply Public Safety Gear</b>	<b>\$39.02</b>
<u>INV-1-553233</u>	11/10/2025	\$39.02 6 - Velcro
<b>Reference Number: 40129</b>	<b>BHC Consultants</b>	<b>\$9,754.04</b>
<u>0023827</u>	11/12/2025	\$9,754.04 Jefferson Station engineering
<b>Reference Number: 40130</b>	<b>Capital Business Machines</b>	<b>\$258.32</b>
<u>INV297124</u>	11/7/2025	\$116.43 2025 10/1-10/31 PD/Court 50%
<u>INV297125</u>	11/7/2025	\$141.89 10/1-10/31 City Hall Copies
<b>Reference Number: 40131</b>	<b>Chehalis Outfitters</b>	<b>\$195.10</b>
<u>039891</u>	11/20/2025	\$195.10 Neoprene Waders XL/XXL
<b>Reference Number: 40132</b>	<b>Cities Insurance Assoc</b>	<b>\$165,529.99</b>

November - November 2nd Council Meeting

Reference	Date	Amount Notes
<u>2025-34542-0213</u>	11/19/2025	(\$2,881.81) 2014 Dodge Charger
<u>2025-34542-0344</u>	11/19/2025	\$1,179.23 2010 Elgin Sweeper
<u>2025-34542-0369</u>	11/19/2025	(\$730.43) 2000 Vac Truck
<u>2025-34542-0579-1</u>	11/3/2025	\$167,963.00 25-26 Annual Liability Insurance
<b>Reference Number: 40133</b>	<b>City of Chehalis</b>	<b>\$104,016.88</b>
<u>2025*Oct Regional Water Loan</u>	11/19/2025	\$104,016.88 2025*Oct Regional Water Loan
<b>Reference Number: 40134</b>	<b>Confederated Tribes of The Ch</b>	<b>\$2,245.00</b>
<u>9989</u>	10/31/2025	\$2,245.00 2025*Oct 25 days Prisoner fee
<b>Reference Number: 40135</b>	<b>Conсор North America, Inc</b>	<b>\$19,163.39</b>
<u>D240918WA.00-11</u>	11/19/2025	\$19,163.39 RUSH RD
<b>Reference Number: 40136</b>	<b>Crystal Springs/Primo</b>	<b>\$39.56</b>
<u>24715952 110525</u>	11/5/2025	\$39.56 2 bottles of water/rental
<b>Reference Number: 40137</b>	<b>CT Publishing LLC dba The Ch</b>	<b>\$4.55</b>
<u>306310</u>	11/13/2025	\$4.55 The Chronicle Ord 674 Mobile Food
<b>Reference Number: 40138</b>	<b>DMCMA Treasurer</b>	<b>\$250.00</b>
<u>INV-Member-CHKPYMT-2026-0005</u>	10/27/2025	\$250.00 2026- Municipal Ct Management Assoc
<b>Reference Number: 40139</b>	<b>General Pacific Inc</b>	<b>\$22,776.67</b>
<u>1347788</u>	11/13/2025	\$22,776.67 70-Badger Meters
<b>Reference Number: 40140</b>	<b>HACH Company</b>	<b>\$290.84</b>
<u>321561571</u>	10/27/2025	\$290.84 Chlorine pellets
<b>Reference Number: 40141</b>	<b>Joseph O. Enbody</b>	<b>\$1,650.00</b>
<u>292176</u>	10/26/2025	\$600.00 2025* Oct 26 2 Units
<u>292188</u>	11/16/2025	\$1,050.00 2025*Nov 16 3.5 Units

## November - November 2nd Council Meeting

Reference	Date	Amount Notes
<b>Reference Number: 40142</b> <u>4909020S185</u>	<b>Lemay Mobile Shredding</b> 11/1/2025	<b>\$1.04</b> \$1.04 10/1-10/31 Mobile Shred
<b>Reference Number: 40143</b> <u>2025 Oct Evidence</u>	<b>Lewis County Sheriffs Office</b> 11/19/2025	<b>\$1,014.16</b> \$1,014.16 2025- Oct Evidence Handling
<b>Reference Number: 40144</b> <u>57521322 9</u>	<b>Mott Macdonald</b> 11/17/2025	<b>\$723.75</b> \$723.75 PFAS Support
<b>Reference Number: 40145</b> <u>121082</u>	<b>Owen Equipment</b> 10/29/2025	<b>\$390.42</b> \$390.42 5 Band Belt
<b>Reference Number: 40146</b> <u>2025*Oct Blood Draws</u>	<b>Providence Hospital/cent</b> 11/19/2025	<b>\$8.00</b> \$8.00 blood draw Wolfe
<b>Reference Number: 40147</b> <u>46343589</u> <u>4634881</u> <u>46498616</u>	<b>Quill Corporation</b> 10/27/2025 10/27/2025 11/6/2025	<b>\$132.68</b> \$42.76 4 blue binders \$46.69 Extra Wide Letter Clear index \$43.23 Carton Copy Paper PD
<b>Reference Number: 40148</b> <u>19605</u>	<b>Rock Products Direct, Inc.</b> 11/20/2025	<b>\$170.86</b> \$170.86 44,400 Sand
<b>Reference Number: 40149</b> <u>329286</u>	<b>Service Saw Workwears</b> 11/18/2025	<b>\$49.85</b> \$49.85 5g 6 pk mix oil
<b>Reference Number: 40150</b> <u>L171380</u>	<b>State Auditor's Office</b> 11/13/2025	<b>\$14,766.28</b> \$14,766.28 Accountability/Financial Audit 23-24
<b>Reference Number: 40151</b> <u>10242025</u>	<b>Sterling Breen Crushing</b> 10/24/2025	<b>\$1,167.48</b> \$1,167.48 CLAIM: Sewer Manhole Repair (Insurance)
<b>Reference Number: 40152</b>	<b>Toledotel</b>	<b>\$351.27</b>

November - November 2nd Council Meeting

Reference	Date	Amount Notes
<u>10100027</u>	11/1/2025	\$351.27 2025 Nov 1-30 VOIP
<b>Reference Number: 40153</b>	<b>US Bank Corp Payment Syst</b>	<b>\$5,258.78</b>
<u>095456 Valley View Health Center</u>	10/27/2025	\$165.00 Valley View Medical - Rob Morris
<u>111-0804713-7877019 Amazon</u>	10/7/2025	\$66.58 Trunk or Treat Candy
<u>111-7590441-4434621 Amazon</u>	10/7/2025	\$35.82 Trunk or Treat Candy
<u>111-7590441-4434621-1 Amazon</u>	10/7/2025	\$54.38 Trunk or Treat Candy
<u>111-7590441-4434621-2 Amazon</u>	10/7/2025	\$281.34 Trunk or Treat Candy
<u>113-0309512-2943441 Amazon</u>	10/1/2025	\$345.12 16 count 2x3 flags
<u>113-0787885-7893055 Amazon</u>	11/4/2025	\$123.18 Monitor/Keyboard/supplies
<u>113-2059901-8792228 Amazon</u>	10/31/2025	\$44.15 Provizio Supply Waterproof Shoe Covers D
<u>113-2127510-7545811 Amazon</u>	10/6/2025	\$207.18 GLOVEWORKS HD Green Industrial Dipos
<u>113-2274633-0056253 Amazon</u>	11/3/2025	\$12.31 Ink Cartridge
<u>113-5878828-2557026 Amazon</u>	10/29/2025	\$240.19 Pens/wipes/steno pads/supplies
<u>113-6181289-5559426-1 Amazon</u>	10/8/2025	\$84.18 Trunk or Treat candy
<u>113-6181289-5559426-2 Amazon</u>	10/8/2025	\$135.95 Trunk or Treat candy
<u>113-6727371-4025061 Amazon</u>	10/13/2025	\$38.91 Sorbus Large Wall Clock for Living Room C
<u>113-8459467-6532219 Amazon</u>	10/24/2025	\$739.32 Kastlite Bollard Retrofit LED Light
<u>113-9292854-3093008 Amazon</u>	11/4/2025	\$30.24 HDMI cables
<u>113-9390841-3826603 Amazon</u>	10/29/2025	\$69.45 pens/wipes/calendars
<u>113-9409276-0681852 Amazon</u>	10/27/2025	\$43.11 Boine Left Driver Side Tail Light 2017 Ford
<u>165705 AWC</u>	10/17/2025	\$104.31 AWC Elected Officials Essentials 2025/ Du.
<u>2000138-52232235-1 Walmart</u>	10/28/2025	\$5.51 Trunk or Treat candy
<u>2000138-52232235-2 Walmart</u>	10/28/2025	\$118.87 Trunk or Treat candy
<u>2040031354 POMP'S Tire Service INC</u>	11/3/2025	\$719.38 Tire Level KIT/Install Level KIT/PSR Alignm
<u>2F486B87-003 FOXIT Software</u>	10/10/2025	\$172.95 10/10/25-10/10/26 FOXIT Annual
<u>3249666812 Adobe Inc.</u>	10/17/2025	\$259.31 65316394 Acrobat Pro Service Term 17-OC
<u>393260 The PaintStore</u>	10/30/2025	\$212.87 Seymour Striping Paint white 12 cans
<u>393268 The PaintStore</u>	10/30/2025	\$94.09 Seymour Striping Paint green 12 cans
<u>4358-251266 O'Reilly Auto Parts</u>	10/15/2025	\$28.16 MTM 54100/54125 Washer Cap
<u>79207179 FreeConference</u>	10/15/2025	\$3.25 File Storage 10/15/2025-11/14/25
<u>840-59800250-2-3760689-1 USPS</u>	10/15/2025	\$156.00 Stamps/100 X 2
<u>840-59800250-2-3780503-2 USPS</u>	11/4/2025	\$390.00 Stamps/100 x 5

November - November 2nd Council Meeting

Reference	Date	Amount Notes
<u>878055 Chehalis Outfitters</u>	10/15/2025	\$45.52 5/8 x 100' Braided Rope
<u>INV327428164 Zoom</u>	10/27/2025	\$17.03 Zoom 10/27/25-11/26/25
<u>MRL2K6HPMRGG Dropbox INC</u>	10/14/2025	\$215.12 Dropbox Essentials 10/14/2025 to 10/14/20
<b>Reference Number: 40154</b> <u>2025*Oct Bond Maint</u>	<b>US Bank NA Cincinnati</b> 11/1/2025	<b>\$40.00</b> \$40.00 2025 - Oct Bond Fee
<b>Reference Number: 40155</b> <u>2026 MPA Renewal</u>	<b>WA State MPA</b> 11/20/2025	<b>\$50.00</b> \$50.00 Dewitt 2026 Membership
<b>Reference Number: 40156</b> <u>24064</u>	<b>Wabo</b> 11/1/2025	<b>\$109.00</b> \$109.00 2026 WABO dues
<b>Reference Number: EFT*20251110</b> <u>NV0000154 Butterfield</u> <u>NV0000155 Perry</u>	<b>Dept of Licensing Firearms De:</b> 11/3/2025 11/3/2025	<b>\$36.00</b> \$18.00 NV0000154 Butterfield \$18.00 NV0000155 Perry
<b>Reference Number: EFT*20251112</b> <u>3636-2025 10</u>	<b>Invoice Cloud Inc</b> 10/31/2025	<b>\$170.50</b> \$170.50 2025*10 Paperless Invoice
<b>Reference Number: EFT*20251113</b> <u>032768701-0011823</u>	<b>WAVE</b> 10/26/2025	<b>\$102.39</b> \$102.39 2025-10/23-11/22 WAVE Phone & Internet
<b>Reference Number: EFT*20251114</b> <u>138091001-0011837</u>	<b>WAVE</b> 11/1/2025	<b>\$112.10</b> \$112.10 Mayme 11/01-11/30 WAVE Internet
<b>Reference Number: EFT*20251115</b> <u>138396801-0011837</u>	<b>WAVE</b> 11/1/2025	<b>\$112.10</b> \$112.10 2025 11/01-11/30 PD WAVE Internet
<b>Reference Number: EFT*20251116</b> <u>138966701-0011837</u>	<b>WAVE</b> 11/1/2025	<b>\$112.10</b> \$112.10 2025 11/01-11/30 CH WAVE Internet
<b>Reference Number: EFT*20251117</b> <u>0766359766</u>	<b>US Cellular</b> 11/2/2025	<b>\$56.24</b> \$56.24 Mayor Cell 11/2-12/1



## November - November 2nd Council Meeting

Reference	Date	Amount Notes
<b>Reference Number: EFT*20251118</b>	<b>Employment Security Dept.</b>	<b>\$25.00</b>
<u>2025 Q2 ESD</u>	11/20/2025	\$25.00 2025 Q2 ESD
<b>Reference Number: EFT*20251119</b>	<b>Dept of Treasury Internal Revei</b>	<b>\$8,736.39</b>
<u>Federal Income Tax - 15805</u>	11/17/2025	\$196.29
<u>Federal Income Tax - 15806</u>	11/17/2025	\$735.20
<u>Federal Income Tax - 15807</u>	11/17/2025	\$533.56
<u>Federal Income Tax - 15808</u>	11/17/2025	\$408.16
<u>Federal Income Tax - 15809</u>	11/17/2025	\$361.93
<u>Federal Income Tax - 15810</u>	11/17/2025	\$350.40
<u>Federal Income Tax - 15811</u>	11/17/2025	\$512.88
<u>Federal Income Tax - 15812</u>	11/17/2025	\$109.64
<u>Federal Income Tax - 15813</u>	11/17/2025	\$392.51
<u>Federal Income Tax - 15814</u>	11/17/2025	\$168.21
<u>Federal Income Tax - 15815</u>	11/17/2025	\$269.32
<u>Federal Income Tax - 15816</u>	11/17/2025	\$0.00
<u>Federal Income Tax - 15817</u>	11/17/2025	\$361.02
<u>Federal Income Tax - 15818</u>	11/17/2025	\$729.61
<u>Federal Income Tax - 15819</u>	11/17/2025	\$190.53
<u>Federal Income Tax - 15820</u>	11/17/2025	\$430.16
<u>Federal Income Tax - 15821</u>	11/17/2025	\$136.20
<u>Federal Income Tax - 15822</u>	11/17/2025	\$197.90
<u>Federal Income Tax - 15823</u>	11/17/2025	\$171.86
<u>Federal Income Tax - 15824</u>	11/17/2025	\$144.92
<u>Federal Income Tax - 15825</u>	11/17/2025	\$472.49
<u>Medicare - 15805</u>	11/17/2025	\$44.85
<u>Medicare - 15805 (2)</u>	11/17/2025	\$44.85
<u>Medicare - 15806</u>	11/17/2025	\$72.98
<u>Medicare - 15806 (2)</u>	11/17/2025	\$72.98
<u>Medicare - 15807</u>	11/17/2025	\$54.45
<u>Medicare - 15807 (2)</u>	11/17/2025	\$54.45
<u>Medicare - 15808</u>	11/17/2025	\$47.64
<u>Medicare - 15808 (2)</u>	11/17/2025	\$47.64

## November - November 2nd Council Meeting

Reference	Date	Amount	Notes
<u>Medicare - 15809</u>	11/17/2025	\$55.03	
<u>Medicare - 15809 (2)</u>	11/17/2025	\$55.03	
<u>Medicare - 15810</u>	11/17/2025	\$42.02	
<u>Medicare - 15810 (2)</u>	11/17/2025	\$42.02	
<u>Medicare - 15811</u>	11/17/2025	\$55.99	
<u>Medicare - 15811 (2)</u>	11/17/2025	\$55.99	
<u>Medicare - 15812</u>	11/17/2025	\$35.22	
<u>Medicare - 15812 (2)</u>	11/17/2025	\$35.22	
<u>Medicare - 15813</u>	11/17/2025	\$47.74	
<u>Medicare - 15813 (2)</u>	11/17/2025	\$47.74	
<u>Medicare - 15814</u>	11/17/2025	\$44.05	
<u>Medicare - 15814 (2)</u>	11/17/2025	\$44.05	
<u>Medicare - 15815</u>	11/17/2025	\$47.30	
<u>Medicare - 15815 (2)</u>	11/17/2025	\$47.30	
<u>Medicare - 15816</u>	11/17/2025	\$11.96	
<u>Medicare - 15816 (2)</u>	11/17/2025	\$11.96	
<u>Medicare - 15817</u>	11/17/2025	\$57.81	
<u>Medicare - 15817 (2)</u>	11/17/2025	\$57.81	
<u>Medicare - 15818</u>	11/17/2025	\$69.55	
<u>Medicare - 15818 (2)</u>	11/17/2025	\$69.55	
<u>Medicare - 15819</u>	11/17/2025	\$39.39	
<u>Medicare - 15819 (2)</u>	11/17/2025	\$39.39	
<u>Medicare - 15820</u>	11/17/2025	\$47.64	
<u>Medicare - 15820 (2)</u>	11/17/2025	\$47.64	
<u>Medicare - 15821</u>	11/17/2025	\$21.53	
<u>Medicare - 15821 (2)</u>	11/17/2025	\$21.53	
<u>Medicare - 15822</u>	11/17/2025	\$31.58	
<u>Medicare - 15822 (2)</u>	11/17/2025	\$31.58	
<u>Medicare - 15823</u>	11/17/2025	\$25.84	
<u>Medicare - 15823 (2)</u>	11/17/2025	\$25.84	
<u>Medicare - 15824</u>	11/17/2025	\$30.25	
<u>Medicare - 15824 (2)</u>	11/17/2025	\$30.25	

November - November 2nd Council Meeting

Reference	Date	Amount	Notes
<u>Medicare - 15825</u>	11/17/2025	\$48.98	
<u>Medicare - 15825 (2)</u>	11/17/2025	\$48.98	
<b>Reference Number: Nov 1-15, 2025</b>	<b>Payroll Vendor</b>	<b>\$37,779.33</b>	
<u>ACH Pay - 15805</u>	11/17/2025	\$2,207.62	
<u>ACH Pay - 15806</u>	11/17/2025	\$3,396.73	
<u>ACH Pay - 15807</u>	11/17/2025	\$2,638.22	
<u>ACH Pay - 15808</u>	11/17/2025	\$2,246.18	
<u>ACH Pay - 15809</u>	11/17/2025	\$2,337.97	
<u>ACH Pay - 15810</u>	11/17/2025	\$2,119.72	
<u>ACH Pay - 15811</u>	11/17/2025	\$2,620.36	
<u>ACH Pay - 15812</u>	11/17/2025	\$1,983.83	
<u>ACH Pay - 15813</u>	11/17/2025	\$2,231.41	
<u>ACH Pay - 15814</u>	11/17/2025	\$2,179.49	
<u>ACH Pay - 15815</u>	11/17/2025	\$2,273.55	
<u>ACH Pay - 15816</u>	11/17/2025	\$799.31	
<u>ACH Pay - 15817</u>	11/17/2025	\$3,154.45	
<u>ACH Pay - 15818</u>	11/17/2025	\$3,251.80	
<u>ACH Pay - 15819</u>	11/17/2025	\$2,012.77	
<u>ACH Pay - 15820</u>	11/17/2025	\$2,325.92	
<b>Total</b>		<b>\$407,204.06</b>	
<b>Void EFT*20251017</b>		<b>-172.95</b>	
		<b>\$407,031.11</b>	

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

Accounts Payable	29	68	350,446.93	40128-40156
Payroll Vendors	5	5	9514.98	40123-40127
Electronic Payments	8	8	726.43	EFT*20251110/12-18
Electronic Payroll	1	1	8,736.39	EFT*20251119
ACH Direct Deposit	16	16	37,779.33	Payroll 11/1-11/15 2025
<b>Total Vouchers</b>	<b>59</b>	<b>98</b>	<b>\$407,204.06</b>	
<b>VOID EFT*20251017</b>			<b>(172.95)</b>	

November - November 2nd Council Meeting

Reference	Date	Amount	Notes
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**\$407,031.11**

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

**ORDINANCE NO. 675**

**AN ORDINANCE OF THE CITY OF NAPAVINE, WASHINGTON,  
DETERMINING AND FIXING THE AMOUNT OF REVENUE TO  
BE RAISED BY AD VALOREM TAXES DURING THE  
CALENDAR YEAR 2026**

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

**Section 1.** The amount of revenue to be raised by Ad Valorem Taxes in the City of Napavine, Washington, during the calendar year 2026 shall be, and the same hereby is determined and fixed in the sum of \$390,000.00 (Three Hundred Ninety Thousand Dollars and no cents).

**Section 2. Effective Date.** This ordinance shall be in full force and take effect on January 1, 2026, pursuant to RCW 35A.12.130.

**PASSED** by the City Council of the City of Napavine, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 25th day of November 2025.

\_\_\_\_\_  
Mayor Shawn O'Neill

Attest:

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

Approved as to form:

\_\_\_\_\_  
James Buzzard, WSBA #33555  
City Attorney

PASSED:     /     / 2025

PUBLISHED DATE:     /     / 2025

EFFECTIVE DATE: 01/01/2026

**RESOLUTION NO. 25-11-166**

**A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, FINALIZING THE  
UPDATE OF THE CAPITAL FACILITIES PLAN (CFP) FOR THE CITY OF NAPAVINE.**

**WHEREAS**, the Washington State Legislature passed, and the Governor signed into law, the Washington State Growth Management Act (GMA) of 1990 and amendments thereto (hereinafter the Act), requiring selected counties and cities to prepare comprehensive plans consistent with the provisions of the Act, all as generally codified at Chapter 36.70A RCW; and

**WHEREAS**, the Act requires municipalities to establish within their comprehensive plans, a Capital Facilities Element, including level of service standards and a six-year minimum financing plan to identify anticipated revenue sources and capital projects, including their anticipated costs, required to meet the established level of service standards; and

**WHEREAS**, the Capital Facilities Element is contained in the Napavine Comprehensive Plan (hereinafter the Comp Plan), and the Napavine Municipal Code states the City Council can reserve the authority to consider and act upon any suggested amendment without referring the suggested amendment to the applicable advisory body for recommendation; and

**WHEREAS**, to be in compliance with the Act and the City's annual budget process, the Capital Facilities Plan needs to incorporate a six-year planning period; and;

**WHEREAS**, the first year of the Capital Facilities Plan period is designed to be incorporated in the City's budget; and;

**WHEREAS**, in previous years the Planning Commission held a public hearing to obtain public input on the Capital Facilities Element of the Napavine Comprehensive Plan and provided recommendations to the City Council; and

**WHEREAS**, the City Council of the City of Napavine is desirous of amending the established process of having the Planning Commission review the Capital Facilities Element of the Napavine Comprehensive Plan to be consistent with the City's annual budget process; and

**WHEREAS**, the City Council has acknowledged through the roadmap setting the process that establishment of the Capital Facilities Plan in an essential element to the future financial planning process for the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, DOES  
RESOLVE AS FOLLOWS:**

**Section 1.**     Capital Facilities Plan Adopted. The Napavine Capital Facilities Plan attached hereto and incorporated by reference is hereby adopted. The Plan shall be known as the "2026-2031 Napavine Capital Facilities Plan" and is the City's generalized coordinated capital facilities document adopted pursuant to RCW 35A.63.072.

**Section 2.** All capital improvement projects to be included in the CFP must fall within the following project categories with a minimum project cost of \$25,000; and capital equipment with a minimum equipment cost of \$5,000

- 1) Permanent improvement of land and/or infrastructure such as:
  - a. Street Construction, transportation improvement, etc.
  - b. Sidewalk/walkway construction
  - c. Public facilities
  - d. Sewer facilities
  - e. Water facilities
  - f. Office/building remodel
  - g. Recreational facilities
- 2) Land acquisition
- 3) Special projects such as large-scale landscaping projects, neighborhood improvements and other special projects.
- 4) Capital Equipment

**Section 3.** All capital facilities projects included in the six-year Capital Facilities Plan shall be funded with revenue anticipated in the year the project is programmed. The first year of the six-year Capital Facilities Plan shall be incorporated into the City's annual budget. The following City funds may be used for capital facilities projects:

- A. General Fund
- B. Park Improvement Fund
- C. Capital Equipment Improvement Fund
- D. City Street Fund
- E. Street Equipment Fund
- F. Street Improvement Fund
- G. Water System Improvement Fund
- H. Water Equipment Fund
- I. Wastewater System Improvement Fund
- J. Sewer Equipment Fund
- K. Any new funds established by City Council for specific projects
- L. Federal, state and local grants
- M. Other funding sources such as contributions from private sources

**Section 4.** The City Council may at any time during a calendar year find it necessary to revise the priorities and projects in the adopted CFP based upon special circumstances. In the event the Council deems it necessary to make a change, they may request the department heads for its evaluation and recommendation.

**Section 5.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers any references thereto.

PASSED this \_\_\_\_th day of November 2025.

APPROVED:

\_\_\_\_\_  
Shawn O'Neill, Mayor

Attest:

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

Approved as to form and content:

\_\_\_\_\_  
James Buzzard, WSBA #33555  
City Attorney



**Ordinance / Resolution No.** 25-11-167  
**RCW 84.55.120**

**WHEREAS**, the Napavine City Council of City of Napavine has met and considered  
(Governing body of the taxing district) (Name of the taxing district)  
its budget for the calendar year 2026; and,

**WHEREAS**, the districts actual levy amount from the previous year was \$ 378,751.70; and,  
(Previous year's levy amount)

**WHEREAS**, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,  
(Check one)

**BE IT RESOLVED** by the governing body of the taxing district that an increase in the regular property tax levy  
is hereby authorized for the levy to be collected in the 2026 tax year.  
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 11,248.30  
which is a percentage increase of 2.9669% from the previous year. This increase is exclusive of  
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,  
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations  
that have occurred and refunds made.

Adopted this 25 day of November, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If additional signatures are necessary, please attach additional page.**

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30<sup>th</sup>. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

Site Number: US-WA-7021  
Site Name: Napavine

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Napavine, a Washington municipal corporation, having a mailing address of P.O. Box 810, Napavine, WA 98565 (“**Landlord**”) and VB BTS III, LLC, a Delaware limited liability company, having a mailing address of 22 West Atlantic Avenue, Suite 310, Delray Beach, FL, 33444 (“**Tenant**”).

### BACKGROUND

Landlord owns or controls that certain plot, parcel, or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 235 W. Washington St., Napavine, WA 98565, in the County of Lewis, State of Washington (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 2,500 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the non-refundable sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term**.”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, excluding the payment of any delinquent rental or other sums due and payable prior to the effective date of such sale, assignment or transfer, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing in accordance with the terms in Section 17, Notices, below. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous or adjoining property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey, and review title on the Property; Tenant further has the right but not the obligation to add, modify, and/or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees, and sublicensees, the right to use such portions of the Surrounding Property owned by Landlord as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades, or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, or expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state, or local laws, rules, or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, if the Additional Premises is available to be leased, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord shall be under no obligation to ensure the Additional Premises is available to Tenant to be leased. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms, and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement. The Holdover Term shall be terminable by either Tenant or Landlord upon written notice given to the other at least sixty (60) days prior to the effective termination date. The Holdover Term shall be subject to one and one-half times the Rent in effect immediately prior to the Holdover Term.

(d) The Initial Term, any Extension Terms, any Annual Terms, and any Holdover Term are collectively referred to as the “**Term**.”

#### 4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated.

(b) The Rent shall increase by two and one quarter percent (2.25%) annually on each anniversary of the Rent Commencement Date.

(c) In the event Tenant shall fail to pay when due the monthly rental payments of Rent, Additional Rent or any other sum required by the terms of this Agreement to be paid by Tenant, then, upon the happening of any such event, and in addition to any and all other remedies that may thereby accrue to Landlord, Tenant agrees to pay to Landlord a late charge of five percent (5%) of the monthly account balance. The late charge on the Rent accrues ten (10) days after the respective due date, payable as Additional Rent, and the late charge on other amounts due Landlord under this Agreement accrues thirty (30) days after the respective due date, payable as Additional Rent.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(e) As of the Effective Date, the parties acknowledge and agree the Rent set forth herein represents the fair market value for the lease of the Premises and the Permitted Use.

#### 5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon thirty (30) days written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon thirty (30) days written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon thirty (30) days written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

(f) by Landlord upon thirty (30) days written notice to Tenant if Tenant violates the terms and conditions contained in that certain Project Grant Agreement dated July 18, 2001 by and between Landlord and the Interagency Committee for Outdoor Recreation. Landlord must allow Tenant an opportunity to cure such violation as pursuant to Section 15.

**7. INSURANCE.** During the Option Term and throughout the Term, Tenant will carry and maintain in effect such commercial general liability policy as required. Said policy of commercial general liability insurance, based on ISO Form CG 00 01 or equivalent, will provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and in the aggregate. Landlord shall be included as an additional insured by endorsement, with respect to this Agreement, on any insurance policy required under this section. Proof of compliance with this section will be evidenced on an ACORD form and shall be provided to Landlord within ten (10) days after the Effective Date of this Agreement. Failure to provide proof of insurance at the onset of this Agreement, or upon receipt of Landlord's request therefor at any time during the Option Term or the Term, but not more frequently than once per calendar year, shall constitute a material breach of this Agreement under Section 15(a). Landlord may request that Tenant provide a certificate of insurance that required insurance policies remain in effect at any time during the Term of this Agreement, and Tenant shall provide such certificate of insurance with fifteen (15) days advanced written notice.

**8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant, if Landlord is in possession of such, with a list of radio frequency user(s) and frequencies used



on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license, or any other right to any third party for radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, and associated equipment shelters and buildings, fencing and other supporting structures and related equipment. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the, except for the Communications Facility constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for the Permitted Use during the Option and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

## **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend, and hold Landlord, its officers, officials, employees, invitees, agents, independent contractors, and volunteers harmless from and against any and all claims, injury, loss, damage or liability, and costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or omissions of Tenant, including the installation, use, maintenance, repair, or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents, or independent contractors.

(b) Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all injury, loss, damage or liability, and costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents, or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents, or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

## **10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity,

as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in a mutually agreed upon form.

(c) Tenant represents, warrants, and agrees (i) Tenant shall not subject Landlord's interest in the Property to any judgments, liens, encumbrances, or any other agreement that would adversely affect the Property as a result of Tenant's act or omission in connection with this Agreement; (ii) Tenant's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Tenant; (iii) that if Landlord's interest in the Property is encumbered as a result of Tenant's act or omission in connection with this Agreement, then Tenant will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within sixty (60) days after notice from Landlord thereof. If Tenant fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Landlord will be entitled to do so at Tenant's expense.

## **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) to the best of Landlord's knowledge, the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation. Landlord and Tenant agree that Tenant shall be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to Tenant's activity conducted in or on the Property and/or the Surrounding Property. Tenant represents, covenants, and warrants that Tenant's operations in, on, or under the Property and Surrounding Property shall be in compliance with all applicable environmental laws.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant due to Tenant's acts or omissions.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property conditions or any clean-up,

remediation, removal, or restoration work required by any governmental authority. The provisions of this Section 01 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health, or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord; provided, if the presence of hazardous materials on the Property and/or Surrounding Property is attributable to the acts of omissions of Tenant, then notwithstanding any provision herein to the contrary, including Section 6, Tenant shall be liable for Rent due or which will become due, for the remainder of the then current Initial Term, Extension Term, or Annual Term.

**12. ACCESS.** During the Term, Tenant, and its guests, agents, customers, lessees, sublessees, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access ("Access") to, the Premises during business hours of 8 am to 6 pm (Monday through Friday) except: (a) in the event of an emergency in which event no notice shall be necessary; and (b) in the event Tenant (to include any subtenant or licensee) desires access outside of the aforementioned business hours, then Tenant shall obtain Landlord's prior consent, which shall not be unreasonably withheld, conditioned, or delayed. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant a license for such Access and Landlord agrees to provide to Tenant such codes, keys, and other instruments necessary for such Access to Tenant. Landlord shall execute a letter granting a license for Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. Landlord, its employees, agents, invitees, contractors, and guests shall retain the right to access and use all portions of the Property not designated as the Premises. Tenant shall install signage (design and location reasonably approved by Landlord) stating the Property is publicly owned and its use as a park remains open to the public.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "Removal Period"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement and, if applicable, the termination fee as described in Section 6(e).

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition and as reasonably required by Landlord, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will



be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts, and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Landlord hereby grants a license to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant a license over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises.

## **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "Permitted Assignment"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

**17. NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: VB BTS III, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: VP Asset Management  
Re: US-WA-7021

With a copy to: General Counsel

If to Lender: Barclays Bank PLC,  
as Administrative Agent  
745 Seventh Avenue, 5th Floor  
New York, NY 10019  
Attn: Karen Ngai

If to Landlord: City of Napavine  
407 Birch Ave SW  
Napavine, WA 98565

With a copy to: City of Napavine  
P.O. Box 810  
Napavine, WA 98565

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to

render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of receiving notice of such casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date Notice of Termination is received by the City. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent after the effective date of termination on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. PROVIDED that Tenant shall be responsible for any recording fees associated with recording a memorandum of this Agreement pursuant to Section 24(b) herein and any document to be recorded at the request of Tenant. Tenant shall also be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of

each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate, or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated, or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder.

(c) Landlord agrees not to sell, lease, or use any areas of the Property or the Surrounding Property owned by Landlord for the installation, operation, or maintenance of other wireless communication facilities if

such installation, operation, or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing, or using any areas of the Property or the Surrounding Property for purposes of any installation, operation, or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign, or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**24. LENDER'S RIGHTS.**

(a) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement, the Communications Facility and/or leasehold estate in the Premises (a "Tenant Mortgage") and Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant ("Lender") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term "Lender" as used in this Agreement shall mean the lender identified in Section 17 hereof and its successors, assigns, designees, or nominees.

(b) So long as Tenant has provided Landlord with current and accurate contact information for its Lender, Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within sixty (60) days after the occurrence thereof or sixty (60) days after discovery of the breach or default at the address set forth in Section 17. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional thirty (30) days after any applicable grace period to cure or correct any such default.

**25. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.



(b) **Memorandum of Option to Lease and Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Option to Lease and Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Option to Lease and Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental, or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution, and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of VB BTS III, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged, and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

[SIGNATURES APPEAR ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

City of Napavine,  
a Washington municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**“TENANT”**

VB BTS III, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**



**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of VB BTS III, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page            of

to the Option and Land Lease Agreement dated [Insert Date], 2025, by and between City of Napavine, a Washington municipal corporation, as Landlord, and VB BTS III, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

**The Northwest quarter of the Northeast quarter and that portion of the East half of the Northeast quarter of Section 34, Township 13 North, Range 2 West, W.M., described as follows:**

**BEGINNING** at the Northwest corner of said East half of the Northeast quarter; thence South along the West line thereof to the Westerly line of Birch Avenue (Highway 603); thence Northeasterly along said Westerly line to the South line of the original Plat of the Town of Napavine as recorded in Volume 2 of Plats, page 2; thence Northwesterly along the South line of said Plat to the Southwest corner thereof; thence Northwesterly along the Westerly line of said plat to the Southwesterly line of URQUHART'S FIRST ADDITION to the Town of Napavine; thence Northwesterly to the Southwesterly corner of said URQUHART'S ADDITION; thence Northeasterly along the Westerly line thereof to the South line of Military Road; thence North 61° West along said South line to the North line of said Northeast quarter; thence West to the Point of Beginning. EXCEPT the North 300 feet of the Northwest quarter of the Northeast quarter.

**EXCEPT ALSO** the South 200 feet of the North half of the Northeast quarter.

**EXCEPT ALSO** that portion described as follows:

**BEGINNING** at a point on the East line of the Northwest quarter of the Northeast quarter of said Section 34, which is 100.00 feet South of the Southerly right-of-way of Haywire Road; thence North 00°16'18" East along said East line 100.00 feet to the Southerly line of Haywire Road; thence North 87°05'16" East along said Southerly line 201.56 feet to the intersection with the Southwesterly line of Washington Street (also known as State Route 603); thence South 58°39'43" East along said Southwesterly line 80.00 feet; thence South 28°55'06" West perpendicular to said Washington Street, 400.00 feet; thence North 58°39'43" West parallel with said Washington Street, 220.00 feet; thence North 33°39'12" East 200.71 feet to the Point of Beginning.

**EXCEPT ALSO** that portion of the Northeast quarter of the Northeast quarter, described as follows:

**BEGINNING** at the intersection of the South line of Harrison Street and the West line of First (now West Alder Avenue) Street, in the Town of Napavine; thence South 30°53'20" West along the West line of said West Alder Avenue 250 feet; thence North 59°06'40" West parallel to Harrison Street 175 feet; thence North 30°53'30" East parallel to West Alder Avenue 250 feet to the South line of Harrison Street; thence South 59°06'40" East 175 feet along the South line of Harrison Street to the Point of Beginning.

**EXCEPT ALSO** that portion of the Northeast quarter of the Northeast quarter described as follows:

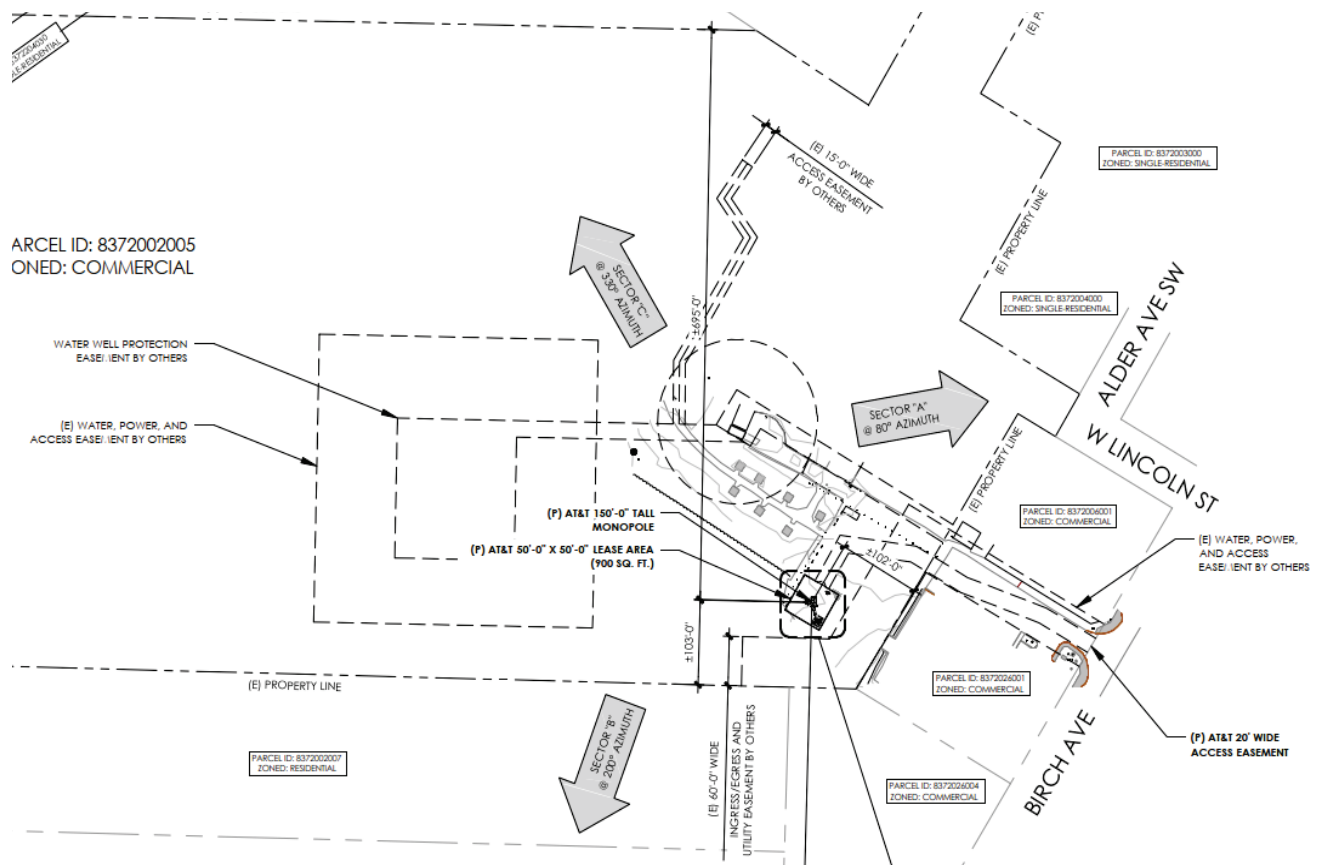
**BEGINNING** at the intersection of the Northwesterly line of plat URQUHART'S FIRST ADDITION to Napavine, as recorded in Volume 1 of plats, page 78, with the Southwesterly line of Washington Street as said Southwesterly line is delineated on Survey recorded November 3, 1980 in Volume 4 of Surveys, page 154; thence North 58°39'42" West along 35 feet along said Southwesterly line; thence South 28°55'06" West 30 feet parallel with the Northwesterly line of said plat; thence South 58°39'42" East 35 feet, more or less, to said Northwesterly line; thence North 28°55'06" East 30 feet, more or less, along said Northwesterly line to the Point of Beginning.

**EXCEPT ALSO** that portion of the Northeast quarter of the Northeast quarter, described as follows;  
**BEGINNING** at the Southerly line of West Lincoln Street and the Westerly line of Birch Avenue; thence  
 Northwesterly along said Southerly line extended 225 feet; thence Southwesterly parallel with said Westerly  
 line to the Southerly line of the North half of the Northeast quarter of said Section 34; thence Easterly along  
 the Southerly line thereof to the Westerly line of Birch Avenue; thence Northeasterly along said Westerly line  
 to the Point of Beginning.

**EXCEPT ALSO** that portion in the Southeast quarter of the Northeast quarter.

## LEWIS COUNTY, WASHINGTON

The Premises are described and/or depicted as follows:



### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## **EXHIBIT 11**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*N/A*

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
[Landlord, Lessee, Licensee]  
[Street Address]  
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [ ] and its representatives, employees, agents, and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Napavine, a Washington municipal corporation, having its principal office at 407 Birch Ave SW, Napavine, WA 98565 (hereinafter called "**Landlord**"), and VB BTS III, LLC, a Delaware limited liability company, having a mailing address of 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option with nine (9) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated licenses are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions, or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

City of Napavine,  
a Washington municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

VB BTS III, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**



**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of VB BTS III LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page            of

to the Memorandum of Lease dated           , 2025, by and between City of Napavine, a Washington municipal corporation, as Landlord, and VB BTS III, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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**BEGINNING** at the Northwest corner of said East half of the Northeast quarter; thence South along the West line thereof to the Westerly line of Birch Avenue (Highway 603); thence Northeasterly along said Westerly line to the South line of the original Plat of the Town of Napavine as recorded in Volume 2 of Plats, page 2; thence Northwesterly along the South line of said Plat to the Southwest corner thereof; thence Northwesterly along the Westerly line of said plat to the Southwesterly line of URQUHART'S FIRST ADDITION to the Town of Napavine; thence Northwesterly to the Southwesterly corner of said URQUHART'S ADDITION; thence Northeasterly along the Westerly line thereof to the South line of Military Road; thence North 61° West along said South line to the North line of said Northeast quarter; thence West to the Point of Beginning. EXCEPT the North 300 feet of the Northwest quarter of the Northeast quarter.

**EXCEPT ALSO** the South 200 feet of the North half of the Northeast quarter.

**EXCEPT ALSO** that portion described as follows:

**BEGINNING** at a point on the East line of the Northwest quarter of the Northeast quarter of said Section 34, which is 100.00 feet South of the Southerly right-of-way of Haywire Road; thence North 00°16'18" East along said East line 100.00 feet to the Southerly line of Haywire Road; thence North 87°05'16" East along said Southerly line 201.56 feet to the intersection with the Southwesterly line of Washington Street (also known as State Route 603); thence South 58°39'43" East along said Southwesterly line 80.00 feet; thence South 28°55'06" West perpendicular to said Washington Street, 400.00 feet; thence North 58°39'43" West parallel with said Washington Street, 220.00 feet; thence North 33°39'12" East 200.71 feet to the Point of Beginning.

**EXCEPT ALSO** that portion of the Northeast quarter of the Northeast quarter, described as follows:

**BEGINNING** at the intersection of the South line of Harrison Street and the West line of First (now West Alder Avenue) Street, in the Town of Napavine; thence South 30°53'20" West along the West line of said West Alder Avenue 250 feet; thence North 59°06'40" West parallel to Harrison Street 175 feet; thence North 30°53'30" East parallel to West Alder Avenue 250 feet to the South line of Harrison Street; thence South 59°06'40" East 175 feet along the South line of Harrison Street to the Point of Beginning.

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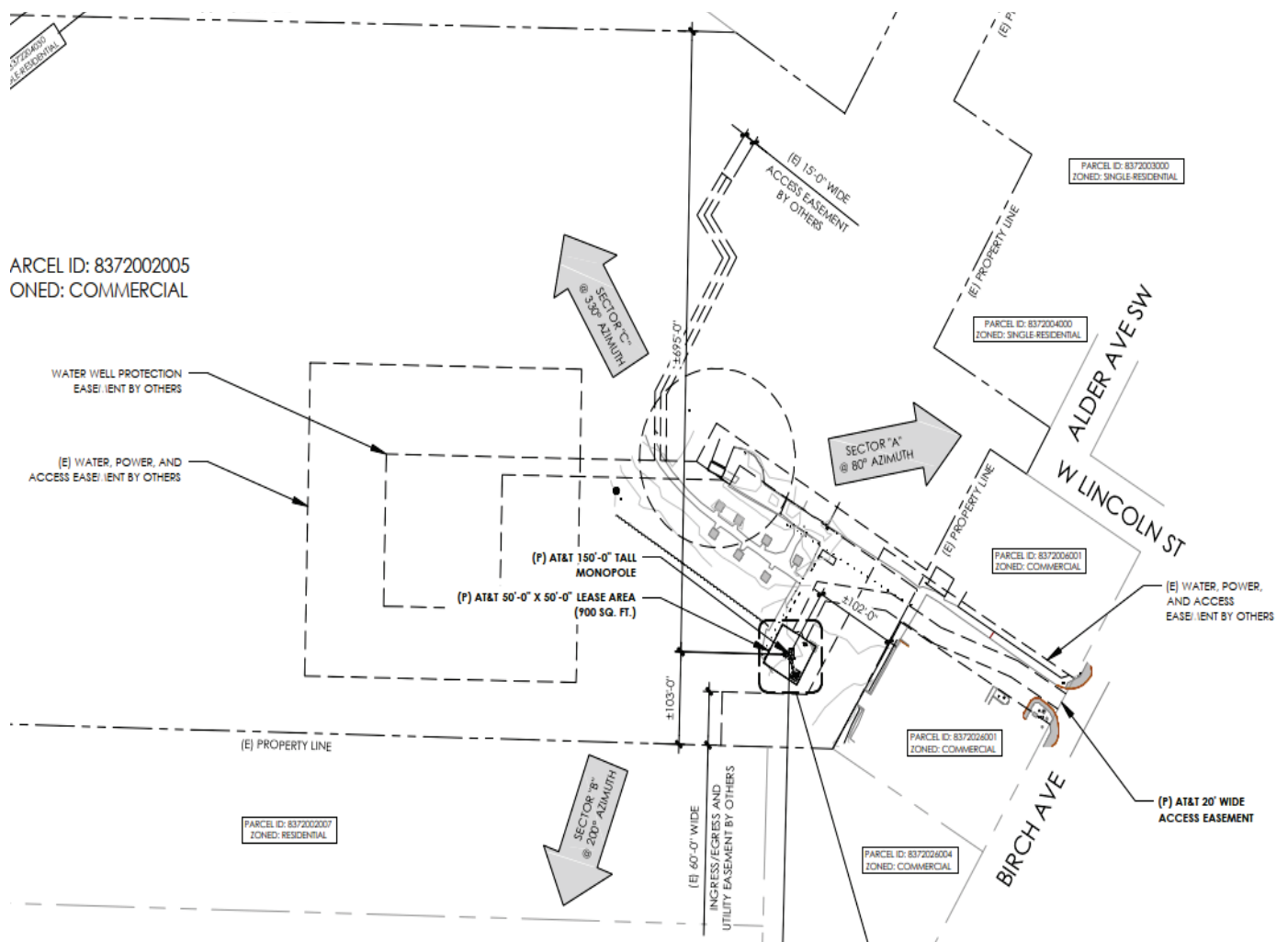
**BEGINNING** at the intersection of the Northwesterly line of plat URQUHART'S FIRST ADDITION to Napavine, as recorded in Volume 1 of plats, page 78, with the Southwesterly line of Washington Street as said Southwesterly line is delineated on Survey recorded November 3, 1980 in Volume 4 of Surveys, page 154; thence North 58°39'42" West along 35 feet along said Southwesterly line; thence South 28°55'06" West 30 feet parallel with the Northwesterly line of said plat; thence South 58°39'42" East 35 feet, more or less, to said Northwesterly line; thence North 28°55'06" East 30 feet, more or less, along said Northwesterly line to the Point of Beginning.

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 line to the Southerly line of the North half of the Northeast quarter of said Section 34; thence Easterly along  
 the Southerly line thereof to the Westerly line of Birch Avenue; thence Northeasterly along said Westerly line  
 to the Point of Beginning.

**EXCEPT ALSO** that portion in the Southeast quarter of the Northeast quarter.

## LEWIS COUNTY, WASHINGTON

The Premises are described and/or depicted as follows:



**MEMORANDUM  
OF  
OPTION TO LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Napavine, a Washington municipal corporation, having its principal office at 407 Birch Ave SW, Napavine, WA 98565 (hereinafter called "**Landlord**"), and VB BTS III, LLC, a Delaware limited liability company, having a mailing address of 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**") for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal options of five (5) years each.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

City of Napavine,  
a Washington municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

VB BTS III, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of VB BTS III LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1 TO MEMORANDUM OF OPTION TO LEASE

### DESCRIPTION OF PROPERTY AND PREMISES

Page            of

to the Memorandum of Option to Lease dated           , 2025, by and between City of Napavine, a Washington municipal corporation, as Landlord, and VB BTS III, LLC, a Delaware limited liability company, as Tenant.

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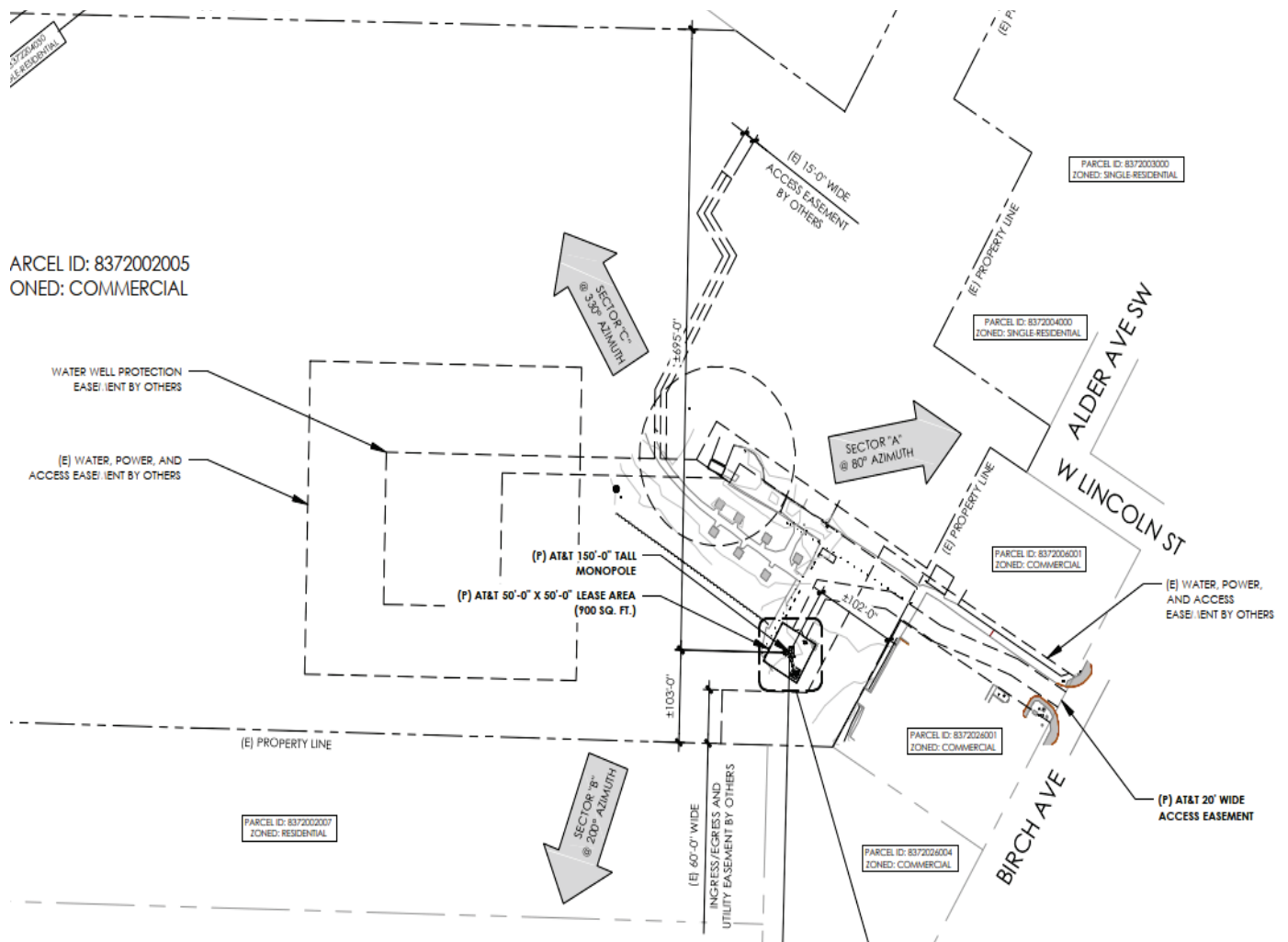


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line to the Southerly line of the North half of the Northeast quarter of said Section 34; thence Easterly along  
the Southerly line thereof to the Westerly line of Birch Avenue; thence Northeasterly along said Westerly line  
to the Point of Beginning.

**EXCEPT ALSO** that portion in the Southeast quarter of the Northeast quarter.

## LEWIS COUNTY, WASHINGTON

The Premises are described and/or depicted as follows:



**W-9 FORM**

[FOLLOWS ON NEXT PAGE]



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
or									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ►</b>	<b>Date ►</b>
------------------	-----------------------------------	---------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**To:** Mayor and City Council  
**From:** Bryan Morris, PW/CD Director  
**RE:** Staff Report for Council Meeting, November 25<sup>th</sup>, 2025

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- **Planning Commission Meeting Minutes**

- Next Planning Commission meeting is December 1<sup>st</sup>, 2025.

- **Project Updates**

- Scots Industries - Water upgrade is complete. The foundation of the building has started. They have informed the city that they will pull all permits for the project this year.
- Cell tower on city property –RCO and Applicant have come to an agreement on the required lease agreement language. City has sent RCO the required formal email outlining the intent to lease.
- TA Project – On-site plans are currently in city review. Off-site plans have received WSDOT approval.
- Rush Road STIP - The Public Works Director reviewed the 60% plan and requested some changes. Fund Authorization letter received for PE funds 10/22/2025 from WSDOT.
- Woodard Road (Tiger Meadows) - City is waiting for developers to submit final plans, including lift station dedication plans.
- Jefferson Station – Active Construction Proposed completion January 7-12<sup>th</sup> 2026.
- Source Water Protection Grant - Waiting on determination for emergency source to be added to the existing water system. 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 to 10 years to find a long-term solution. Need to meet with the tribes for any concerns with the creek behind city hall. The city has submitted grant applications to the state. DOH will start processing contract documents 10/06/2025, which can take up to 2 months. The suggested project end date is 09/30/2026. PFAS testing that was done in September for all water sources online came back non-detected! Submitted the Scope of Work for the Source Water Protection Local Assistance Grant Program.
- Baseball Field Lighting - The city is working on the scope, design and estimate for the baseball fields lights to be switched to LED for a grant application.
- Franchise Agreements- Working on 2 Franchise agreements for telecommunications.