



CITY COUNCIL MEETING AGENDA

Tuesday – January 13, 2026 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

Brian Watson,
Council Position No.1
bwatson@cityofnapavine.com

Ivan Wiediger,
Council Position No.2
iwiediger@cityofnapavine.com

Don Webster,
Council Position No.3
dwebster@cityofnapavine.com

Jeremy Germann,
Council Position No.4
jgermann@cityofnapavine.com

Duane Crouse,
Council Position No.5
dcrouse@cityofnapavine.com

Staff Members
Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Katie Williams,
Interim Director of PW/
Community Development

John Brockmueller,
Chief of Police

Allen Unzelman
Honorable Judge-Municipal Court

Jim Buzzard,
Legal Counsel

City of Napavine
407 Birch Ave SW
P O Box 810
Napavine, WA 98565
360-262-3547

City Website
www.cityofnapavine.com

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. OATH OF OFFICE & SEATING FOR NEWLY ELECTED COUNCIL MEMBERS**
- V. ROLL CALL**
- VI. APPROVAL OF AGENDA – AS PRESENTED**
- VII. APPROVAL OF MEETING MINUTES – DECEMBER 10, 2025**
 - 1) Regular Council Meeting**
 - 2) Public Hearing: 2026 Budget**
 - 3) Public Hearing: Comprehensive Plan Update & Climate Resilience Element**
- VIII. STAFF & COUNCIL REPORT**
- IX. CITIZEN COMMENTS – NON-AGENDA ITEMS**
- X. NEW BUSINESS**
 - 1) Vouchers – M. Whitten**
 - 2) Proclamation: Honoring Collaboration with the Confederated Tribes of the Chehalis Reservation – Mayor O'Neill**
 - 3) Novation Agreement: Mott MacDonald/Strata Geosciences – K. Williams**
 - 4) Strata Geosciences Scope of Work / Terms of Conditions – K. Williams**
 - 5) Vertical Bridge (VB BTS III LLC) Lease Agreement Revision – R. Denham**
- XI. ADJOURNMENT – CLOSE OF MEETING**

Council Meeting is held in person and via Teleconference.

Teleconference Information

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

Access code: 8460198

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



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES

December 10, 2025, 5:00 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 5:05 pm directly following the Public Hearing on the 2026 Budget and Comprehensive Plan Update & Climate Resilience Element.

INVOCATION:

The invocation was led by citizen, Bryan Morris.

PLEDGE OF ALLEGIANCE:

Mayor Pro Tem, Duane Crouse led the flag salute.

ROLL CALL:

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

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

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

CONSENT/APPROVAL OF AGENDA

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

APPROVAL OF MEETING MINUTES

MOVED:	Ivan Wiediger	Motion: Approval of the Minutes for November 25, 2025 – Regular Council Meeting and Public Hearing 2026 Preliminary Budget.
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- The report is in writing. Operations are normal. Excluded from report is flooding and working through it. Patrol car was damaged in a crash involving an officer, nobody was hurt. State Patrol is handling the investigation and awaiting the report. Adjuster came out and looked at car.

Michelle Whitten - Treasurer

- Her office has been very stressful the last month, but happy to say the audit is over and had the exit audit today. Invite was sent out to council members, sorry for late arrival. Duane Crouse and city clerk Rachelle attended. Everything went awesome. The court was hit hard due to what's kind of been happening in other cities and courts. Lacie did awesome, no issues. Mayor Pro Tem, Duane Crouse attended the meeting and applauded Michelles hard work.

Bryan Morris - PW/CD Director

- The report is in writing. Additional information: Hopefully going to bypass tomorrow on Jefferson Station. The flood waters made things interesting because we've gone from 140 gallons per minute to 1800 gallons per minute. A locomotive will be brought in to try and pull the water away.

Rachelle Denham – City Clerk

- Thanked the council for their service and everything that was done in 2025.

Funtime Festival – Paula Sandirk

- The lighted parade was a success, a lot of happy people and the rain held off until the end.

Brian Watson – Councilor 1

- Had an opportunity to help with some student interviews at the school with Rachelle. It was a lot of fun to mentor and help the kids. Great work on the audit, very impressive and appreciates Michelles hard work.

Duane Crouse – Mayor Pro Tem

- Councilor Stewart was unable to attend her last council meeting and asked that her email be read. Duane thanked Councilor Stewart for her work on the council and is grateful to call her a friend. Attended the parade and loved every minute of it. The AWC training was great and encouraged everybody to attend a class. The audit meeting was great and appreciates all of Michelle's hard work. Nice to see all departments work together with the chaos from the flood. The chief made KING5 news about the flood

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

- None.

NEW BUSINESS

VOUCHERS- M. WHITTEN

- December 2025 1st Council Meeting

Reference	Date	Amount	Notes
ACH Pay - 15841	12/2/2025	\$2,014.05	
ACH Pay - 15842	12/2/2025	\$2,123.28	
ACH Pay - 15843	12/2/2025	\$972.48	
TOTAL		\$193,948.41	

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

Accounts Payable	26	104	90122.95 40158-40185
Electronic Payments	9	9	9971.01 EFT*20251201-09
Payroll Vendors	1	1	1,133.50 40157
Electronic Payroll	7	7	53,186.02 EFT*20251210-16
ACH Direct Deposit	17	17	39,534.93 Payroll 11/16-11/30 2025
Total Vouchers	60	138	\$193,948.41

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

ORD 667-A: 2025 BUDGET AMENDMENT – M. WHITTEN

CITY OF NAPAVINE, WASHINGTON ORDINANCE NO. 667-A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, LEWIS COUNTY, WASHINGTON AMENDING THE 2025 BUDGET; AND PROVIDING FOR THE CITY TREASURER TO IMPLEMENT THESE CHANGES.

MOVED:	Brian Watson	Motion: Approve Ordinance 676-A 2025 Budget Amendment	
SECONDED:	Ivan Wiediger		
<i>Discussion: No Discussion.</i>			
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.		

ORD 676: 2026 FINAL BUDGET – M. WHITTEN

BUDGET ORDINANCE ORDINANCE NO. 676

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF NAPAVINE, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

MOVED:	Don Webster	Motion: Approve	
SECONDED:	Brian Watson		
<i>Discussion: Councilor Wiediger asked if the wages stayed at the 3% as discussed prior. Treasurer Whitten commented, yes.</i>			
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.		

RESOLUTION 25-12-168: FEE SCHEDULE UPDATE – M. WHITTEN

RESOLUTION NO. 25-12-168

**A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, UPDATING THE CITY OF NAPAVINE
FEE SCHEDULE**

MOVED:	Ivan Wiediger	Motion: Pass Resolution 25-12-168-Fee
SECONDED:	Don Webster	Schedule.
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

RESOLUTION 25-12-169: SPEED LIMIT REDUCTION WOODARD RD. – B. MORRIS

RESOLUTION NO. 25-12-169

**A RESOLUTION OF THE CITY OF NAPAVINE, WASHINGTON, REDUCING THE SPEED LIMIT ON
WOODARD ROAD**

MOVED:	Ivan Wiediger	Motion: Approve Resolution 25-12-169, Speed
SECONDED:	Don Webster	Limit Reduction on Woodard Rd.
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

RESOLUTION 25-12-170 COLLECTIVE BARGAINING AGREEMENT 2026-2028 – R. DENHAM

RESOLUTION NO. 25-12-170

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPAVINE, WASHINGTON, APPROVING THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NAPAVINE AND TEAMSTERS UNION
LOCAL #252 FOR THE TERM JANUARY 1, 2026 THROUGH DECEMBER 31, 2028**

MOVED:	Brian Watson	Motion: Approve Resolution 25-12-170,
SECONDED:	Ivan Wiediger	Collective Bargaining Agreement 2026-2028.
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

PUBLIC DEFENSE AGREEMENTS JOE ENBODY AND JACOB CLARK (RENEW) – R. DENHAM

MOVED:	Don Webster	Motion: Pass Public Defense Agreements for
SECONDED:	Brian Watson	Joe M. Enbody and Jacob Clark.
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

AM25-16: BETHEL CHURCH LOMR ENGINEERING ANALYSIS – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept AM25-26, Bethel Church
SECONDED:	Brian Watson	LOMR.
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

AM25-17: LIQUOR LICENSE RENEW PLAZA JALISCO – R. DENHAM

MOVED:	Don Webster	Motion: Let the liquor floe. Approve AM25-17.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

GCB 3187 (EMERGENCY PROCLAMATION) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT - B. MORRIS

MOVED:	Brian Watson	Motion: Approve GCB 3187, Emergency Proclamation.
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

GCB 3207 (LOCAL AGENCY EMERGENCY EVENT- NO PROCLAMATION) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT – B. MORRIS

MOVED:	Ivan Wiediger	Motion: Accept GCB 3207.
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

ADJOURNMENT: Meeting Adjourned at approximately 5:34p.m.

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

These minutes are not verbatim. If so desired, a recording of this meeting is available online from freeconferencecall.com or at the link <https://fccdl.in/TLd0s71P18>.

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES

PUBLIC HEARING – 2026 BUDGET

December 10, 2025, 5:00 P.M.

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

CALL TO ORDER:

Mayor Pro Tem, Duane Crouse called the public hearing of the **2026 Budget** to order at 5:00 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** 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**, 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 Crouse announced that all testimony having been taken, the public hearing on the **2026 Budget** is now closed ending time 5:01 pm.

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL MINUTES

PUBLIC HEARING MINUTES – COMP PLAN UPDATE & CLIMATE RESILIENCE ELEMENT

December 10, 2025, 5:00 P.M.

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

CALL TO ORDER:

Mayor Pro Tem, Duane Crouse called the public hearing of the **Comp Plan Update & Climate Resilience Element** to order at 5:01 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 **Comp Plan Update & Climate Resilience Element** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **Comp Plan Update & Climate Resilience Element**, 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: Paula Sandirk, 621 Forest Napavine Rd. West.

Paula stated that she has been following the city's comprehensive plan update process since it began and had originally volunteered for the community advisory committee before being told the committee was no longer needed.

She expressed concern that although the comprehensive plan mentions improving park and recreation access, as well as traffic conditions, it does not explain *how* these improvements will be achieved. Specifically, she noted there is no requirement for new developments—such as one proposing 195 homes—to dedicate acreage to parks or open space.

Paula also raised concerns about traffic impacts. She stated that directing all vehicles from a 195-home development onto a single feeder road would negatively affect local traffic, conflicting with the plan's stated goal of maintaining or improving current traffic conditions.

Finally, she commented that Napavine is largely a bedroom community, with a high percentage of households earning between \$100,000 and \$150,000. She acknowledged the need for the comprehensive plan to address low-income housing but emphasized that the community likely wants to maintain its overall character even as growth occurs. She concluded by thanking the council.

Closing of Public Hearing:

Mayor Pro Tem, Duane Crouse announced, all testimony having been taken, the public hearing on the **Comp Plan Update & Climate Resilience Element** is now closed ending time 5:05 pm.

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



Voucher Report Jan 13, 2026

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Reference Number: 40186 0023952	BHC Consultants 12/15/2025	\$5,213.71 \$5,213.71 Oct 25-Nov 21 Jefferson
Reference Number: 40187 20390	Buzzard Law Group, P.S. 12/22/2025	\$7,267.50 \$575.00 PDR Green/Breen Pass thru
20392	12/22/2025	\$37.50 Case No. 5A0949482
20393	12/22/2025	\$325.00 Case No. 5A0901393,
20394	12/22/2025	\$25.00 Case No. 5A0890570
20395	12/22/2025	\$662.50 Case No. 5A0857743
20396	12/22/2025	\$37.50 Case No. 5A0857736
20397	12/22/2025	\$275.00 Case No. 5A0857727
20398	12/22/2025	\$12.50 Case No. 5A0750807
20399	12/22/2025	\$100.00 Case No. 5A0750800
20401	12/22/2025	\$75.00 Case No. 5A0633259
20403	12/22/2025	\$150.00 Case No. 5A0611152
20404	12/22/2025	\$250.00 Case No. 5A0611130,
20405	12/22/2025	\$1,405.00 Case No. 5A0429482
20406	12/22/2025	\$75.00 Case No. 5A0373927
20407	12/22/2025	\$12.50 Case No. 5A0373918,
20408	12/22/2025	\$12.50 Case No. 5A0373911,
20409	12/22/2025	\$12.50 Case No. 5A0373907
20410	12/22/2025	\$12.50 Case No. 5A0373905,
20411	12/22/2025	\$12.50 Case No. 5A0373902,
20412	12/22/2025	\$12.50 Case No. 5A0373900,
20413	12/22/2025	\$12.50 Case No. 5A0373897
20420	12/22/2025	\$962.50 Lewis Case No. 3A0549361,
20421	12/22/2025	\$75.00 Lewis Case No. 2A0389268
20422	12/22/2025	\$12.50 Case No. 25F001172
20423	12/22/2025	\$325.00 Case No. 25F000986

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
20432	12/22/2025	\$1,600.00 General Prosecution File
20437	12/22/2025	\$200.00 Lewis Case No. 3A0068111
Reference Number: 40188	Capital Business Machines	\$616.92
INV302469	12/8/2025	\$242.13 2025 11/1-11/30 PD/Court
INV302470	12/8/2025	\$374.79 2025 11/1-11/30 copies
Reference Number: 40189	Chehalis Outfitters	\$246.04
039839	11/11/2025	\$50.92 Boot Allowance Neoprene
039892	11/20/2025	\$195.12 Boot Allowance Neoprene
Reference Number: 40190	City of Napavine	\$1,255.85
2025 Oct/Nov 1095.5 Triangle	12/24/2025	\$27.56 2025 Oct/Nov 1095.5 Triangle
2025 Oct/Nov 1096.0 CH	12/23/2025	\$303.26 2025 Oct/Nov 1096.0 CH
2025 Oct/Nov 3370.0 Mayme Irrig	12/24/2025	\$33.23 2025 Oct/Nov 3370.0 Mayme
2025*Nov Utility Tax	12/23/2025	\$891.80 2025- Nov Water/Sewer
Reference Number: 40191	Confederated Tribes of The Chehalis Reservation	\$805.00
10067	11/30/2025	\$805.00 Franken/Karplyuk 9 days
Reference Number: 40192	Crystal Springs/Primo	\$10.84
24715952 120325	12/3/2025	\$10.84 2025 Dec water rental
Reference Number: 40193	CT Publishing LLC dba The	\$5.09
307255	12/11/2025	\$5.09 Ord 667-A/676 Publication
Reference Number: 40194	Goods Quarry	\$364.10
185230	12/3/2025	\$179.33 22.84 ton 5/8"-
185233	12/3/2025	\$184.77 23.16 ton 5/8"-
Reference Number: 40195	Grants Towing & Automotive Inc	\$324.33

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
42654	12/3/2025	\$324.33 11/27/25 Dodge Durango
Reference Number: 40196	Jackson Civil Engineering LLC	\$6,300.00
0016-12-10	12/16/2025	\$82.50 Development Pass-Through
0016-14-13	12/16/2025	\$270.00 Development Pass-Through
0016-27-17	12/16/2025	\$5,040.00 Jefferson Station
0016-29-10	12/16/2025	\$907.50 Development Pass-Through
Reference Number: 40197	Lakeside Industries	\$190.31
345955	12/6/2025	\$190.31 EZ Street Asphalt Pot Hole
Reference Number: 40198	LCSO-Corrections Bureau	\$10.89
2025-Nov Medical	12/12/2025	\$10.89 2025-Nov Hamilton Stewart
Reference Number: 40199	Lemay Mobile Shredding	\$69.10
4912686S185	12/1/2025	\$69.10 Shredding Service 11/1-11/30
Reference Number: 40200	Lewis County Auditor	\$3,082.30
2025- Nov Election	12/3/2025	\$892.45 2025- Nov Election
2025- Voter Registration	12/2/2025	\$2,189.85 2025- Voter Registration
Reference Number: 40201	Lewis County Public Health	\$520.00
11668	12/2/2025	\$520.00 8 water testings
Reference Number: 40202	Lewis County PUD	\$941.25
104755010*2025 Dec	11/30/2025	\$28.54 10/26-11/20 191 Hamilton RD
104755021*2026 Jan	12/18/2025	\$409.58 11/16-12/16 E Jefferson ST
104755026*2025 Dec	11/30/2025	\$33.79 10/26-11/20 611 Koontz RD
124227002*2025 Dec	11/30/2025	\$401.17 10/26-11/20 1206 Rush RD -
128578001*2025 Dec	11/30/2025	\$37.92 10/26-11/20 Rush RD Lights
128578002*2025 Dec	11/30/2025	\$30.25 10/26-11/20 173 Hamilton RD

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Reference Number: 40203 2025 Nov Evidence	Lewis County Sheriffs Office 12/24/2025	\$1,016.85 \$1,016.85 2025 Nov- Evidence Handling
Reference Number: 40204 2799	Minuteman Press 12/11/2025	\$630.14 \$630.14 envelopes and business
Reference Number: 40205 16577940	Pape' Machinery 12/17/2025	\$128.73 \$128.73 coolant for generator
Reference Number: 40206 381495	Pointe Pest Control 12/16/2025	\$269.75 \$269.75 Pest Control Qrtly 2025 Q4
Reference Number: 40207 866131	Propel Insurance 12/1/2025	\$4,000.00 \$4,000.00 12/1/2025-12/1/2026 Broker
Reference Number: 40208 46827995 46876279 46880356	Quill Corporation 12/3/2025 12/5/2025 12/6/2025	\$404.08 \$53.38 paper towels \$293.77 Laminator/post \$56.93 manila file folder
Reference Number: 40209 2025*Dec LEOFF 1 Ins	Sarah Berry c/o Duane Elwood 12/5/2025	\$260.00 \$260.00 2025*Dec LEOFF 1 Ins
Reference Number: 40210 L171955	State Auditor's Office 12/9/2025	\$4,771.13 \$4,771.13 Accountability/Financial Audit
Reference Number: 40211 002449623103236 Harbor Freight 0116GGB5F7 WCS 0116GGB5MP WCS 113-0647077-2533801 Amazon 113-1215523-7562650 Amazon	US Bank Corp Payment Syst 11/18/2025 11/20/2025 11/20/2025 11/6/2025 11/10/2025	\$1,422.77 \$43.35 propane torch w/ piezo st \$42.00 R.Morris Water Certification \$42.00 B.Morris Water Certification \$41.02 BeamTrack Tail Lights, Driver \$43.23 Pink Quiet Wireless

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
113-5296117-7055426 Amazon	11/6/2025	\$327.51 Flag poles and stands
113-8417926-9959449 Amazon	11/26/2025	\$168.13 Bluetooth headset, Security
113-9137260-12818/00 Amazon	11/26/2025	\$140.50 Dead End - MUTCD
24011345314100118424048 Amaz	11/9/2025	(\$43.11) Refund Credited for Boine
24801975322553648932922 Soft	11/18/2025	\$12.45 car wash
79399092 Free Conference	11/15/2025	\$3.25 file storage 11/15-12/14
840-59800250-1-4228104-1 USPS	11/10/2025	\$234.00 Postage Stamps x 3
840-59800250-1-4235641-1 USPS	11/21/2025	\$276.80 Postage Stamps x 3 &
INV331483443 Zoom	11/27/2025	\$17.03 Billing Period 11/27-Dec 26
WA128IN3746 Next Generation W	12/2/2025	\$74.61 Samsung Galaxy and
Reference Number: 40212	US Bank NA Cincinnati	\$40.00
2025 Nov Bond Fee	12/24/2025	\$40.00 2025 - Nov Bond Fee
Reference Number: 40213	US Cellular	\$1,127.55
077088722	11/20/2025	\$48.34 11/20-12/19 Treasurer cell
0775448411	12/12/2025	\$1,079.21 12/12-1/11 Cell/MIFI
Reference Number: 40214	Utilities Underground Location	\$17.55
5110201	11/30/2025	\$17.55 2025*Nov 13 locates
Reference Number: 40215	Vision Municipal Solution	\$1,001.40
09-16795 a	12/24/2025	\$101.92 Tax on Office 365
09-16848	12/10/2025	\$899.48 772 Utility Statements Dec
Reference Number: 40216	International Brotherhood Teamsters Local 252	\$1,133.50
Union Dues - 15844	12/17/2025	\$42.75
Union Dues - 15845	12/17/2025	\$39.75
Union Dues - 15846	12/17/2025	\$62.25
Union Dues - 15847	12/17/2025	\$48.75
Union Dues - 15848	12/17/2025	\$42.75

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Union Dues - 15852	12/17/2025	\$32.25
Union Dues - 15853	12/17/2025	\$41.75
Union Dues - 15854	12/17/2025	\$39.75
Union Dues - 15855	12/17/2025	\$43.25
Union Dues - 15857	12/17/2025	\$39.75
Union Dues - 15858	12/17/2025	\$62.25
Union Dues - 15859	12/17/2025	\$36.25
Union Dues - 15861	12/17/2025	\$35.25
Union Dues - 15882	1/2/2026	\$39.75
Union Dues - 15883	1/2/2026	\$62.25
Union Dues - 15884	1/2/2026	\$48.75
Union Dues - 15885	1/2/2026	\$42.75
Union Dues - 15887	1/2/2026	\$35.25
Union Dues - 15889	1/2/2026	\$32.25
Union Dues - 15892	1/2/2026	\$39.75
Union Dues - 15893	1/2/2026	\$43.25
Union Dues - 15895	1/2/2026	\$39.75
Union Dues - 15896	1/2/2026	\$62.25
Union Dues - 15897	1/2/2026	\$36.25
Union Dues - 15898	1/2/2026	\$42.75
Union Dues - 15899	1/2/2026	\$41.75
Reference Number: 40217 0023452	BHC Consultants 9/4/2025	\$4,364.96 \$4,364.96 Jefferson July26-Aud22 2025
Reference Number: 40218 116977775	Quill Corporation 12/26/2025	\$16.42 \$16.42 2026 calendar PD
Reference Number: 40219 167620 167775	AWC 1/8/2026 1/1/2026	\$2,978.00 \$1,674.00 2026 Safety Alliance Fee \$1,304.00 2026 AWC Membership Fee

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Reference Number: 40220 80221876	Badger Meter 12/24/2025	\$506.28 \$506.28 2025 Dec 493 cellular units
Reference Number: 40221 2026 Jan*RWWT	City of Chehalis 1/8/2026	\$21,123.00 \$21,123.00 2026 Jan Monthly Sewer
Reference Number: 40222 D240918WA.00-12 D240918WA.00-13	Consor North America, Inc 12/29/2025 1/7/2026	\$45,060.46 \$18,891.35 RUSH RD 2025 Nov \$26,169.11 RUSH RD 2025 Dec
Reference Number: 40223 24715952 123125	Crystal Springs/Primo 12/31/2025	\$41.42 \$41.42
Reference Number: 40224 2026*Jan LEOFF 1 Medicare B	Duane Elwood 1/8/2026	\$185.00 \$185.00 2026*Jan LEOFF 1 Medicare
Reference Number: 40225 4996	Evergreen Rural Water of WA 1/8/2026	\$441.00 \$441.00 1/2026-1/2027 dues
Reference Number: 40226 0016-30-15 0016-35-18 0016-37-03 0016-40-02 0016-44-02	Jackson Civil Engineering LLC 1/8/2026 1/5/2026 1/5/2026 1/5/2026 1/5/2026	\$11,082.75 \$165.00 Review non-compatible uses \$7,487.25 Comp Plan \$1,897.50 Development Pass-Through \$825.00 Development Pass-Through \$708.00 Development Pass-Through
Reference Number: 40227 2025*Dec Prisoner	LCSO-Corrections Bureau 1/8/2026	\$985.06 \$985.06 2026 Dec 9.5 beds days
Reference Number: 40228 104755002*2026 Jan 104755003*2026 Jan	Lewis County PUD 12/26/2025 12/26/2025	\$5,634.49 \$33.54 11/16-12/16 E Park St \$61.63 11/16-12/16 305 2nd Ave NE

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
104755004*2026 Jan	12/26/2025	\$66.90 11/16-12/16 WA & 2nd ST
104755005*2026 Jan	12/26/2025	\$51.35 11/16-12/16 Ball Park
104755006*2026 Jan	12/26/2025	\$60.63 11/16-12/16 Linhart Ave Light
104755007*2026 Jan	12/26/2025	\$42.67 11/16-12/16 Pedestrian
104755008*2026 Jan	12/26/2025	\$77.67 11/16-12/16 113 2nd Ave SE
104755009*2026 Jan	12/26/2025	\$55.59 11/16-12/16 207 Wash ST
104755010*2026 Jan	12/31/2025	\$37.81 11/20-12/23 191 Hamilton RD
104755011*2026 Jan	12/26/2025	\$40.50 11/16-12/16 Stadium Heights
104755012*2026 Jan	12/26/2025	\$51.89 11/16-12/16 Birch Ave SW
104755014*2026 Jan	12/26/2025	\$34.61 11/16-12/16 WA Street
104755015*2026 Jan	12/26/2025	\$46.70 11/16-12/16 11/16-12/16
104755016*2026 Jan	12/26/2025	\$42.05 11/16-12/16 Parkside Loop St
104755017*2026 Jan	12/26/2025	\$171.50 11/16-12/16 3rd Ave
104755018*2026 Jan	12/26/2025	\$1,157.67 11/21-12/26 Various Street
104755019*2026 Jan	12/26/2025	\$85.33 11/16-12/16 Chieri CT Sewer
104755020*2026 Jan	12/26/2025	\$1,256.53 11/16-12/16 Birch - Well #5
104755022*2026 Jan	12/26/2025	\$355.37 11/16-12/16 Rush RD Pump -
104755023*2026 Jan	12/26/2025	\$37.64 11/16-12/16 Rowell ST - Well
104755024*2026 Jan	12/26/2025	\$187.61 11/16-12/16 Front St - Well #2
104755025*2026 Jan	12/26/2025	\$428.08 11/16-12/16 207 W
104755026*2026 Jan	12/31/2025	\$45.24 11/20-12/23 611 Koontz RD
115588001*2026 Jan	12/26/2025	\$56.99 11/16-12/16 Rathburn ST
115588002*2026 Jan	12/26/2025	\$47.55 11/16-12/16 4th & Stella ST
124227002*2026 Jan	12/31/2025	\$522.49 11/20-12/23 1206 Rush RD -
124227003*2026 Jan	12/26/2025	\$311.48 11/16-12/16 City Hall 407
128323001*2026 Jan	12/26/2025	\$32.76 11/16-12/16 207 W
128578001*2026 Jan	12/31/2025	\$50.97 11/20-12/23 Rush RD Lights
128578002*2026 Jan	12/31/2025	\$40.29 11/20-12/23 Rush RD Lights -
128578003*2026 Jan	12/26/2025	\$38.06 11/16-12/16 307 Sommerville
128578004*2026 Jan	12/26/2025	\$46.54 11/16-12/16 7th Ave Security
128578005*2026 Jan	12/26/2025	\$58.85 11/16-12/16 555 2nd Ave NE

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Reference Number: 40229 INV-2617	Mrs. Klean Janitorial 1/1/2026	\$634.00 \$634.00 2026 Jan - Clean City Hall
Reference Number: 40230	Napavine Ace Hardware	\$432.74
980785	12/1/2025	\$18.37 Tube sealant
980814	12/2/2025	\$51.84 Concrete Mix Fastset
980818	12/2/2025	\$8.64 MTR Oil
980867	12/2/2025	\$1.72 Wallplate
981571	12/10/2025	\$41.07 grabber
982010	12/15/2025	\$7.12 gate lock
982081	12/16/2025	\$11.22 singl receptcl
982242	12/19/2025	\$28.50 keycrafter brass generator
982510	12/22/2025	\$27.01 snaplok 3/8"
982556	12/23/2025	\$3.18 walplate shop
982652	12/24/2025	\$122.22 antifreeze
982675	12/24/2025	\$12.96 Mitchell Lane Reimburse
982683	12/24/2025	\$31.08 Mitchell Lane Reimburse
982708	12/24/2025	\$10.79 Mitchell Lane Reimburse
982958	12/29/2025	\$30.90 start fluid/anti freez
982975	12/29/2025	\$15.76 coupling
982999	12/29/2025	\$10.36 coupling
Reference Number: 40231 1/3/26 Court Payment Rieg	Napavine Municipal Court 1/8/2026	\$25.00 \$25.00 2026 - Court Fines to wrong
Reference Number: 40232 2026*Jan LEOFF 1 Ins	Sarah Berry c/o Duane Elwood 1/8/2026	\$260.00 \$260.00 2026*Jan LEOFF 1 Ins
Reference Number: 40233 10104338	Toledotel 1/8/2026	\$361.27 \$361.27 2026 VOIP Jan 1 - Jan 31
Reference Number: 40234	US Cellular	\$258.66

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
0775440921	12/12/2025	\$258.66 12/12-1/11 PW cell
Reference Number: 40235	Utilities Underground Location	\$6.75
5120201	12/31/2025	\$6.75 5 Locates 2025 Dec
Reference Number: 40236	Vander Stoep, Blinks, Jones &	\$2,000.00
2026*Jan Judge	1/8/2026	\$2,000.00 2026-Jan Judge
Reference Number: 40237	Washington State Patrol	\$36.00
I2603585	1/2/2026	\$36.00 CPL Background Checks x 3
Reference Number: 40238	Western United Civil Group LLC	\$333,164.20
Jefferson Pay Estimate 1	1/8/2026	\$333,164.20 Jefferson Pay Est 1
Reference Number: 40239	Winlock Auto Supply	\$190.10
41405	1/16/2026	\$183.59 battery
42129	1/8/2026	\$11.90 Switch Toggle cover
6262 Credit	1/8/2026	(\$5.39) 6262 Credit
Reference Number: 9936709	Disbursement Corrections	(\$18.05)
36709 Trodahl Unclaimed	12/29/2025	(\$18.05) Sent to unclaimed properties
Reference Number: 9937030	Disbursement Corrections	(\$422.93)
37030 Hollis Unclaimed	12/29/2025	(\$422.93) Sent to unclaimed properties
Reference Number: 9937039	Disbursement Corrections	(\$3.61)
37039 Massett Unclaimed	12/29/2025	(\$3.61) Sent to unclaimed properties
Reference Number: 9937040	Disbursement Corrections	(\$14.42)
37040 McKenrick Unclaimed	12/29/2025	(\$14.42) Sent to unclaimed properties
Reference Number: 9937389	Disbursement Corrections	(\$0.90)

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
37389 Madison Unclaimed	12/29/2025	(\$0.90) Sent to unclaimed properties 100000
Reference Number: 9937446	Disbursement Corrections	(\$41.29)
37446/32 Hofman Unclaimed	12/29/2025	(\$41.29) Sent to unclaimed properties 10741000
Reference Number: 9937604	Disbursement Corrections	(\$100.00)
37604 Brown Unclaimed	12/29/2025	(\$100.00) Sent to unclaimed properties 100000
Reference Number: 9937606	Disbursement Corrections	(\$100.00)
37606 Falkner Unclaimed	12/29/2025	(\$100.00) Sent to unclaimed properties 100000
Reference Number: 9937946	Disbursement Corrections	(\$9.82)
37946 Njuguna Unclaimed	12/29/2025	(\$9.82) Sent to unclaimed properties 100000
Reference Number: 9938076	Disbursement Corrections	(\$9.10)
38076 Foote Unclaimed	12/29/2025	(\$9.10) Sent to unclaimed properties 100000
Reference Number: 9938077	Disbursement Corrections	(\$9.61)
38077 Jackson Unclaimed	12/29/2025	(\$9.61) Sent to unclaimed properties 100000
Reference Number: Dec 16-31, 2025 Payroll Vendor		\$51,729.90
ACH Pay - 15882	1/2/2026	\$2,304.81
ACH Pay - 15883	1/2/2026	\$7,121.31
ACH Pay - 15884	1/2/2026	\$2,654.81
ACH Pay - 15885	1/2/2026	\$5,026.66
ACH Pay - 15886	1/2/2026	\$2,338.29
ACH Pay - 15887	1/2/2026	\$2,314.83
ACH Pay - 15888	1/2/2026	\$2,619.55
ACH Pay - 15889	1/2/2026	\$2,079.15
ACH Pay - 15892	1/2/2026	\$2,450.35
ACH Pay - 15893	1/2/2026	\$2,270.48
ACH Pay - 15894	1/2/2026	\$775.09

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
ACH Pay - 15895	1/2/2026	\$2,406.81
ACH Pay - 15896	1/2/2026	\$7,841.27
ACH Pay - 15897	1/2/2026	\$2,010.85
ACH Pay - 15898	1/2/2026	\$4,341.94
ACH Pay - 15899	1/2/2026	\$2,201.22
ACH Pay - 15900	1/2/2026	\$972.48
Reference Number: EFT*20251217	Dept of Licensing Firearms Desk	\$36.00
NV0000160 Stafford	12/12/2025	\$18.00 NV0000160 Stafford
NV0000161 Matson	12/12/2025	\$18.00 NV0000161 Matson
Reference Number: EFT*20251218	US Cellular	\$56.24
957111410	12/2/2025	\$56.24 12/2-1/1 Mayor Cell
Reference Number: EFT*20251219	WA State Dept of Revenue	\$729.73
2025- Unclaimed Property Brown	12/29/2025	\$100.00 ck # 37604 Unclaimed
2025- Unclaimed Property Falkner	12/29/2025	\$100.00 ck # 37606 Unclaimed
2025- Unclaimed Property Foote	12/29/2025	\$9.10 ck # 38076 Unclaimed
2025- Unclaimed Property Hofman	12/29/2025	\$41.29 ck # 37446/32 Unclaimed
2025- Unclaimed Property Hollis	12/29/2025	\$422.93 ck # 37030 Unclaimed
2025- Unclaimed Property Jackson	12/29/2025	\$9.61 ck # 38077 Unclaimed
2025- Unclaimed Property Madiso	12/29/2025	\$0.90 ck # 37389 Unclaimed
2025- Unclaimed Property Massett	12/29/2025	\$3.61 ck # 37039 Unclaimed
2025- Unclaimed Property McKenr	12/29/2025	\$14.42 ck # 37040 Unclaimed
2025- Unclaimed Property Njuguna	12/29/2025	\$9.82 ck # 37946 Unclaimed
2025- Unclaimed Property Trodahl	12/29/2025	\$18.05 ck # 36709 Unclaimed
Reference Number: EFT*20251220	Dept of Treasury Internal Revenue	\$7,278.38
Federal Income Tax - 15844	12/17/2025	\$419.44
Federal Income Tax - 15845	12/17/2025	\$216.39
Federal Income Tax - 15846	12/17/2025	\$675.79
Federal Income Tax - 15847	12/17/2025	\$613.79

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Federal Income Tax - 15848	12/17/2025	\$401.29
Federal Income Tax - 15849	12/17/2025	\$361.93
Federal Income Tax - 15851	12/17/2025	\$512.88
Federal Income Tax - 15852	12/17/2025	\$123.89
Federal Income Tax - 15853	12/17/2025	\$402.96
Federal Income Tax - 15854	12/17/2025	\$168.21
Federal Income Tax - 15855	12/17/2025	\$269.32
Federal Income Tax - 15856	12/17/2025	\$0.00
Federal Income Tax - 15857	12/17/2025	\$348.50
Federal Income Tax - 15858	12/17/2025	\$729.61
Federal Income Tax - 15859	12/17/2025	\$190.53
Federal Income Tax - 15861	12/17/2025	\$293.75
Medicare - 15844	12/17/2025	\$46.93
Medicare - 15844 (2)	12/17/2025	\$46.93
Medicare - 15845	12/17/2025	\$47.28
Medicare - 15845 (2)	12/17/2025	\$47.28
Medicare - 15846	12/17/2025	\$69.06
Medicare - 15846 (2)	12/17/2025	\$69.06
Medicare - 15847	12/17/2025	\$59.74
Medicare - 15847 (2)	12/17/2025	\$59.74
Medicare - 15848	12/17/2025	\$47.18
Medicare - 15848 (2)	12/17/2025	\$47.18
Medicare - 15849	12/17/2025	\$55.03
Medicare - 15849 (2)	12/17/2025	\$55.03
Medicare - 15851	12/17/2025	\$55.99
Medicare - 15851 (2)	12/17/2025	\$55.99
Medicare - 15852	12/17/2025	\$36.95
Medicare - 15852 (2)	12/17/2025	\$36.95
Medicare - 15853	12/17/2025	\$48.43
Medicare - 15853 (2)	12/17/2025	\$48.43
Medicare - 15854	12/17/2025	\$44.05
Medicare - 15854 (2)	12/17/2025	\$44.05

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Medicare - 15855	12/17/2025	\$47.30
Medicare - 15855 (2)	12/17/2025	\$47.30
Medicare - 15856	12/17/2025	\$13.59
Medicare - 15856 (2)	12/17/2025	\$13.59
Medicare - 15857	12/17/2025	\$56.30
Medicare - 15857 (2)	12/17/2025	\$56.30
Medicare - 15858	12/17/2025	\$69.55
Medicare - 15858 (2)	12/17/2025	\$69.55
Medicare - 15859	12/17/2025	\$39.39
Medicare - 15859 (2)	12/17/2025	\$39.39
Medicare - 15861	12/17/2025	\$38.28
Medicare - 15861 (2)	12/17/2025	\$38.28
Reference Number: EFT*20251221	Dept of Retirement Systems	\$6,243.55
Emp Rtmt - 15844	12/17/2025	\$171.12
Emp Rtmt - 15845	12/17/2025	\$181.95
Emp Rtmt - 15846	12/17/2025	\$251.53
Emp Rtmt - 15847	12/17/2025	\$216.85
Emp Rtmt - 15848	12/17/2025	\$171.12
Emp Rtmt - 15849	12/17/2025	\$211.79
Emp Rtmt - 15851	12/17/2025	\$215.45
Emp Rtmt - 15852	12/17/2025	\$142.18
Emp Rtmt - 15853	12/17/2025	\$186.37
Emp Rtmt - 15854	12/17/2025	\$169.53
Emp Rtmt - 15855	12/17/2025	\$182.02
Emp Rtmt - 15857	12/17/2025	\$216.65
Emp Rtmt - 15858	12/17/2025	\$267.64
Emp Rtmt - 15859	12/17/2025	\$151.57
Emp Rtmt - 15861	12/17/2025	\$147.32
Taxable Retirement - 15844	12/17/2025	\$274.36
Taxable Retirement - 15845	12/17/2025	\$175.43
Taxable Retirement - 15846	12/17/2025	\$403.30

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Taxable Retirement - 15847	12/17/2025	\$347.69
Taxable Retirement - 15848	12/17/2025	\$274.36
Taxable Retirement - 15849	12/17/2025	\$204.20
Taxable Retirement - 15851	12/17/2025	\$270.28
Taxable Retirement - 15852	12/17/2025	\$137.08
Taxable Retirement - 15853	12/17/2025	\$179.69
Taxable Retirement - 15854	12/17/2025	\$163.46
Taxable Retirement - 15855	12/17/2025	\$175.50
Taxable Retirement - 15857	12/17/2025	\$208.89
Taxable Retirement - 15858	12/17/2025	\$258.04
Taxable Retirement - 15859	12/17/2025	\$146.14
Taxable Retirement - 15861	12/17/2025	\$142.04

Reference Number: EFT*20251222	Washington Teamsters Welfare	\$22,568.80
Medical /Dental/Vision - 15882	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15883	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15884	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15885	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15886	1/2/2026	\$17.10
Medical /Dental/Vision - 15887	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15888	1/2/2026	\$17.10
Medical /Dental/Vision - 15889	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15892	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15893	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15895	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15896	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15897	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15898	1/2/2026	\$1,564.20
Medical /Dental/Vision - 15899	1/2/2026	\$1,564.20
Medical Dental Vision - 15844	12/17/2025	\$100.00
Medical Dental Vision - 15845	12/17/2025	\$100.00
Medical Dental Vision - 15846	12/17/2025	\$100.00

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Medical Dental Vision - 15847	12/17/2025	\$100.00
Medical Dental Vision - 15848	12/17/2025	\$100.00
Medical Dental Vision - 15853	12/17/2025	\$100.00
Medical Dental Vision - 15854	12/17/2025	\$100.00
Medical Dental Vision - 15855	12/17/2025	\$100.00
Medical Dental Vision - 15857	12/17/2025	\$100.00
Medical Dental Vision - 15858	12/17/2025	\$100.00
Medical Dental Vision - 15859	12/17/2025	\$100.00
Medical Dental Vision - 15882	1/2/2026	\$100.00
Medical Dental Vision - 15883	1/2/2026	\$100.00
Medical Dental Vision - 15884	1/2/2026	\$100.00
Medical Dental Vision - 15885	1/2/2026	\$100.00
Medical Dental Vision - 15892	1/2/2026	\$100.00
Medical Dental Vision - 15893	1/2/2026	\$100.00
Medical Dental Vision - 15895	1/2/2026	\$100.00
Medical Dental Vision - 15896	1/2/2026	\$100.00
Medical Dental Vision - 15897	1/2/2026	\$100.00
Medical Dental Vision - 15898	1/2/2026	\$100.00
Medical Dental Vision - 15899	1/2/2026	\$100.00
Reference Number: EFT*20251223	AFLAC Remittance Processing	\$919.57
Aflac - 15846	12/17/2025	\$32.36
Aflac - 15849	12/17/2025	\$60.71
Aflac - 15853	12/17/2025	\$28.47
Aflac - 15883	1/2/2026	\$32.37
Aflac - 15886	1/2/2026	\$60.71
Aflac - 15899	1/2/2026	\$28.47
Aflac Disability - 15849	12/17/2025	\$47.84
Aflac Disability - 15851	12/17/2025	\$68.54
Aflac Disability - 15853	12/17/2025	\$62.73
Aflac Disability - 15858	12/17/2025	\$95.68
Aflac Disability - 15861	12/17/2025	\$63.44

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Aflac Disability - 15886	1/2/2026	\$47.84
Aflac Disability - 15887	1/2/2026	\$63.44
Aflac Disability - 15888	1/2/2026	\$68.55
Aflac Disability - 15896	1/2/2026	\$95.68
Aflac Disability - 15899	1/2/2026	\$62.74
Reference Number: EFT*20251224	Dept of Treasury Internal Revenue	\$13,002.04
Federal Income Tax - 15882	1/2/2026	\$214.29
Federal Income Tax - 15883	1/2/2026	\$2,329.71
Federal Income Tax - 15884	1/2/2026	\$537.41
Federal Income Tax - 15885	1/2/2026	\$1,396.92
Federal Income Tax - 15886	1/2/2026	\$361.93
Federal Income Tax - 15887	1/2/2026	\$411.95
Federal Income Tax - 15888	1/2/2026	\$512.88
Federal Income Tax - 15889	1/2/2026	\$123.89
Federal Income Tax - 15891	1/2/2026	\$0.00
Federal Income Tax - 15892	1/2/2026	\$209.01
Federal Income Tax - 15893	1/2/2026	\$269.32
Federal Income Tax - 15894	1/2/2026	\$0.00
Federal Income Tax - 15895	1/2/2026	\$248.37
Federal Income Tax - 15896	1/2/2026	\$2,521.95
Federal Income Tax - 15897	1/2/2026	\$190.53
Federal Income Tax - 15898	1/2/2026	\$1,140.94
Federal Income Tax - 15899	1/2/2026	\$384.26
Federal Income Tax - 15900	1/2/2026	\$0.00
Medicare - 15882	1/2/2026	\$47.03
Medicare - 15882 (2)	1/2/2026	\$47.03
Medicare - 15883	1/2/2026	\$159.43
Medicare - 15883 (2)	1/2/2026	\$159.43
Medicare - 15884	1/2/2026	\$54.70
Medicare - 15884 (2)	1/2/2026	\$54.70
Medicare - 15885	1/2/2026	\$109.17

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Medicare - 15885 (2)	1/2/2026	\$109.17
Medicare - 15886	1/2/2026	\$55.03
Medicare - 15886 (2)	1/2/2026	\$55.03
Medicare - 15887	1/2/2026	\$46.07
Medicare - 15887 (2)	1/2/2026	\$46.07
Medicare - 15888	1/2/2026	\$55.99
Medicare - 15888 (2)	1/2/2026	\$55.99
Medicare - 15889	1/2/2026	\$36.95
Medicare - 15889 (2)	1/2/2026	\$36.95
Medicare - 15891 (2)	1/2/2026	\$0.00
Medicare - 15892	1/2/2026	\$48.99
Medicare - 15892 (2)	1/2/2026	\$48.99
Medicare - 15893	1/2/2026	\$47.30
Medicare - 15893 (2)	1/2/2026	\$47.30
Medicare - 15894	1/2/2026	\$11.60
Medicare - 15894 (2)	1/2/2026	\$11.60
Medicare - 15895	1/2/2026	\$44.20
Medicare - 15895 (2)	1/2/2026	\$44.20
Medicare - 15896	1/2/2026	\$164.54
Medicare - 15896 (2)	1/2/2026	\$164.54
Medicare - 15897	1/2/2026	\$39.39
Medicare - 15897 (2)	1/2/2026	\$39.39
Medicare - 15898	1/2/2026	\$92.25
Medicare - 15898 (2)	1/2/2026	\$92.25
Medicare - 15899	1/2/2026	\$47.20
Medicare - 15899 (2)	1/2/2026	\$47.20
Medicare - 15900	1/2/2026	\$14.50
Medicare - 15900 (2)	1/2/2026	\$14.50
Social Security Tax - 15891 (2)	1/2/2026	\$0.00
Reference Number: EFT*20251225	Vimly Benefit Solutions, Inc	\$2,300.94
Medical/Dental - 15886	1/2/2026	\$1,123.62

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date	Amount Notes
Medical/Dental - 15888	1/2/2026	\$1,177.32
Reference Number: EFT*20251226	Dept of Revenue	\$711.70
2025*Nov Excise Tax	12/26/2025	\$711.70 2025*Nov Excise Tax
Reference Number: EFT*20251227	USDA Rural Develop Office	\$11,355.00
2025*Dec USDA Water Loan	12/22/2025	\$11,355.00 Water Reservoir Loan Dec 2025
Reference Number: EFT*20251228	Invoice Cloud Inc	\$235.50
3636-2025_11	12/10/2025	\$235.50 2025* Nov Biller Fee
Reference Number: EFT*20260101	Dept of Licensing Firearms Desk	\$108.00
NV0000 165 Phillips	1/8/2026	\$18.00 NV0000 165 Phillips
NV0000163 Fuss	1/8/2026	\$18.00 NV0000163 Fuss
NV0000164 Saling	1/8/2026	\$18.00 NV0000164 Saling
NV0000166 Jacobo	1/8/2026	\$18.00 NV0000166 Jacobo
NV0000167 Brown	1/8/2026	\$18.00 NV0000167 Brown
NV0000168 Feist	1/8/2026	\$18.00 NV0000168 Feist
Reference Number: EFT*20260102	Dept of Licensing Firearms Desk	\$18.00
NV0000162 Perry	12/30/2025	\$18.00 NV0000162 Perry
Reference Number: EFT*20260103	DE Lage Landen Financial Services	\$514.59
593707702	1/8/2026	\$257.29 2026 12/15-1/14 Sharp
593707937	1/8/2026	\$257.30 2026 - 12/15-1/14 Sharp
TOTALS		\$590,312.45

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

Type	Invoices	Checks	Total	Voucher Numbers
Accounts Payable	67	43	45,964.83	40186-40218
Payroll Vendors	1	1	1,133.50	40216
Electronic Payments	6	6	13,124.17	EFT*20251217-19/26-28
Electronic Payroll	6	6	52,313.28	EFT*20251220-25
ACH Direct Deposit	17	17	51,729.90	Payroll 12/16-12/31

January 2026 First Council Meeting, December 2025 Open Period

Reference	Date		Amount Notes
Total Vouchers	97	73	\$164,265.68
Accounts Payable	77	21	425,406.18 40219-40239
Payroll Vendors			
Electronic Payments	3	3	640.59 EFT*2026-01-03
Electronic Payroll			
ACH Direct Deposit			
Total Vouchers	80	24	426,046.77
		TOTAL	\$590,312.45

WE, THE FOLLOWING SIGNNEES, 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 _____, 2026



Proclamation

HONORING COLLABORATION WITH THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

WHEREAS, the City of Napavine acknowledges that the Centennial Accord of August 4, 1989, was aimed at improving relations between the State of Washington and its tribal governments, recognizing the sovereignty of Washington's Tribes; and

WHEREAS, the City of Napavine acknowledges that this Accord is intended to build confidence among the parties in government-to-government relationships; and

WHEREAS, the City of Napavine acknowledges that it resides on the ancestral lands of the Confederated Tribes of the Chehalis Reservation, who have stewarded these lands for generations; and

WHEREAS, the City of Napavine recognizes the invaluable contributions of the Confederated Tribes of the Chehalis Reservation to the cultural, historical, and environmental heritage of our community; and

WHEREAS, the City of Napavine is committed to building a trusting, respectful, and mutually beneficial relationship with the Confederated Tribes of the Chehalis Reservation, fostering collaboration on key projects that promote sustainability, cultural preservation, and community well-being; and

WHEREAS, this partnership reflects our shared dedication to honoring the past, addressing present challenges, and creating a future rooted in equity and inclusivity; and

WHEREAS, the Confederated Tribes of the Chehalis Reservation flag shall be displayed alongside the City of Napavine's flag at the city hall as a gesture of respect and partnership; and

NOW, THEREFORE, I, Shawn O'Neill, Mayor of City of Napavine, do hereby proclaim January 13, 2026 as a day to celebrate and strengthen the collaboration between the City of Napavine and the Confederated Tribes of the Chehalis Reservation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of City of Napavine, State of Washington to be affixed this 26th day of January 2026.

Shawn O'Neill, Mayor

Attest:

Rachelle Denham, City Clerk

Strata Geosciences

December 2, 2025

Bryan Morris
City of Napavine
PO Box 810
Napavine, WA 98565

Re: City of Napavine Well Replacement Evaluation Scope of Work

Dear Bryan:

The following scope of work has been developed for a well replacement support services contract between the City of Napavine (City) and Strata Geosciences, LLC (Strata). This scope of work has been adapted from the City's Source Water Protection Grant application to the Department of Health (DOH), which was approved in November 2025 and is being executed between the City and DOH under DOH contract number GVL31966-0.

1.0 PROJECT BACKGROUND

City of Napavine has two water supply wells that exceed the state action level for per- and polyfluoroalkyl substances (PFAS). These wells, Sources 02 and 03, are now offline due to the exceedances. The City is relying on Sources 04 and 05 to supply water to the distribution system, putting strain on withdrawal capacity. The City is interested in either installing higher capacity pumps at existing Sources 04 and 05 or installing a replacement well(s) near them to regain system supply capacity. PFAS contamination has not been detected at Sources 04 and 05 and based on our current understanding of the setting, local PFAS sources do not appear to be within the effective capture zones for the wells.

The City wishes to address the following data gaps through this project and identify the most viable and efficient long-term options to increase source capacity:

- Understand if the aquifer near Sources 04 and 05 has sufficient yield to support higher pumping rates.
- Establish additional water level monitoring data to identify and understand groundwater flow paths, potential PFAS contaminant sources areas in source capture zones.

- Update the existing Wellhead Protection Area (WHPA) delineations from calculated fixed radius to an analytical groundwater model by incorporating local aquifer information and monitoring data.
- Analyze aquifer characteristics to provide a better understanding of how the local shallow aquifer (roughly 15 feet below ground surface or less) interacts with the deeper water supply aquifer.

Future tasks pending results of this study (which would be executed as separate scopes of work) will likely include the City installing higher capacity pumps or installing a replacement well(s) for Source 02 at the Source 04/05 property. Subsequent to the Source 02 replacement work, further data collection, monitoring well installation, and/or 3-dimensional groundwater modeling may occur in support of the possible transfer of the City's Source 03 water right (G2-23113C).

2.0 PROPOSED SCOPE OF WORK

Strata will assist the City of Napavine with testing existing production sources 04 and 05 to assess if additional production capacity exists at these wells and to better characterize the drinking water aquifer. Hydrogeologic parameters measured through testing and water level monitoring will be used to update existing wellhead protection areas and assess potential PFAS source areas. This project will provide enhanced data that defines groundwater characteristics that will inform potential alternative source options. A detailed description of tasks to be performed is presented below as well as a cost estimate.

TASK 1: GROUNDWATER DATA COLLECTION

Establish long-term water level monitoring network at up to five locations through purchase and deployment of transducers in existing wells. The objective is to define groundwater elevations and flow paths; the presence and locations of potential groundwater divides; and to assess seasonal variability and long-term changes in water level elevations.

Assumptions: Napavine source wells 02, 03, 04, and 05 can accommodate 0.75-inch diameter water level transducers for automated water level monitoring. A shallow water level monitoring location (potentially in a shallow aquifer monitoring well or along Ripple Creek) will also be identified depending on access. If a Ripple Creek monitoring location is pursued, a simple stilling well (a t-post driven into the streambed with a PVC stilling tube attached) would be installed on City property or in the public right-of-way. Measuring point elevations for monitoring locations will be calculated based on Lidar land surface elevation data and monitoring point stickup measurements, or (if available) survey data provided by the City.

Deliverables: Task 1 Summary Memorandum which provides an initial definition of local groundwater elevations and flow paths for the Napavine area.

Estimated due date: within two months of Strata contract execution.

TASK 2: AQUIFER TESTING

Strata will conduct aquifer tests for Sources 04 and 05 in coordination with the City to evaluate if additional production capacity exists at or near these sources and characterize aquifer parameters. We understand that existing City infrastructure will allow for up to 6-hour constant rate tests to be performed on each well. If results are favorable, we anticipate that infrastructure upgrades and formal Group A source approval testing will occur at a later date (and are not included in the current scope of work or funded by the current DOH grant).

Assumptions: Constant rate pumping tests at Sources 04 and 05 are planned to occur on two consecutive days. During the Source 04 aquifer test, Source 04 will be pumped at a constant rate for 6-hours and then shut off for at least six hours for recovery monitoring. We assume that water pumped during testing will go to storage or be discharged at a distant location that will not affect water levels in the wells being monitored. No pumping from Source 05 should occur during the Source 04 pumping and recovery period, and ideally no pumping from either well should occur until the next morning (if storage allows). Source 05 will then be tested in a similar manner, swapping the pumping and non-pumping roles of the wells.

Deliverables: Task 2 Summary Memorandum defining sustainable yield and aquifer parameter estimates.

Estimated due date: within three months of Strata contract execution.

TASK 3: WELLHEAD PROTECTION AREA & CAPTURE ZONE UPDATES

Existing Source 04 and 05 capture zones will be updated based on aquifer test results, initial water level monitoring network data, and using an analytical groundwater model. Existing PFAS and water level monitoring data will be evaluated to identify potential PFAS contaminant source areas as well.

Assumptions: Long-term pumping rates for Sources 04 and 05 applied for re-delineation of the WHPAs will be confirmed with the City. Historic groundwater elevation data from other sources (such as the Ecology Well Log database) may be used to supplement local groundwater elevation data to evaluate groundwater flow directions if necessary and available.

Deliverables: Revised Sources 04 and 05 capture zone delineations will be provided as a WHPA shapefile and will reflect local aquifer parameters and groundwater flow directions.

Estimated due date: within three months of Strata contract execution.

TASK 4: HYDROGEOLOGIC REPORT & PROJECT MANAGEMENT

A hydrogeologic summary report will be developed for the project documenting results of aquifer tests, initial water level elevation monitoring, and updated WHPA delineations.

Project management and related communication will also occur as part of this task. Project management activities include communication invoicing, staff and schedule management, and project controls.

Assumptions: None

Deliverables: Hydrogeologic Report summarizing findings from Tasks 1-3, including hydrogeologic data, aquifer characteristics, potential PFAS contaminant source areas, and Source 04 and 05 testing results. An interpretation of the aquifer's capacity to sustain higher pumping rates near Sources 04 and 05 will be included, as well as recommended next steps based on study findings. Project management deliverables include monthly invoices accompanied by a project status summary letter.

Estimated due date: within four months of Strata contract execution.

3.0 COST ESTIMATE AND TERMS AND CONDITIONS

The estimated cost for Strata's labor and direct expenses to complete Tasks 1 through 4 as described above is \$29,999 and is presented in Table 1. Strata's hourly rates presented in Table 1 will apply to this contract, which expires on June 30, 2026 (as defined by the City's DOH contract). DOH has indicated that flexibility exists with the estimated project due dates included in the scope above, however unless a contract extension is requested by the City and approved by DOH, all project deliverables are due no later than June 30, 2026.

All tasks will be billed on a time and materials basis, and if project costs come in below the estimated amount you will not be billed for the difference. In the event that unexpected conditions are encountered which appear to require additional work, Strata will bring them to your attention and seek your approval for any added expenditures.

Costs will be invoiced monthly in accordance with the attached cost estimate and Terms and Conditions. The Terms and Conditions are incorporated into our agreement with you and by your authorization to proceed, you are accepting those terms and conditions.

Strata Geosciences' professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices in this time and in this area for the exclusive use of the City of Napavine and the Washington State Department of Health, and their agents. No other warranty, express or implied, is made.

4.0 CLOSING

If you agree to the scope-of-work under the cost estimate provided, and in accordance with the attached Terms and Conditions, please return one signed copy of this proposal to us for countersignature. Receipt of the fully executed agreement will act as our notice to proceed.

Thank you for the opportunity to submit this proposal. Strata looks forward to providing support to the City with its well replacement project. Please do not hesitate to reach out with any questions or comments.

Respectfully submitted,
Strata Geosciences, LLC



Glenn Mutti-Driscoll
Principal Hydrogeologist
glenng@stratageosciences.com
D: 206-487-1310

For City of Napavine:

For Strata Geosciences, LLC:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attachments: Table 1. Strata Geosciences' Cost Estimate for City of Napavine Well Replacement Evaluation Scope of Work
Strata Geosciences' Terms and Conditions

Table 1. Cost Estimate

**Well Replacement Evaluation Scope of Work
City of Napavine
December 2, 2025**

General Terms and Conditions for Clients

1. **Implementation of the Purchase Order:** City of Napavine ("Client") hereby engages Strata Geosciences, LLC ("Consultant") and Consultant agrees, in accordance with the terms of Consultant's Proposal dated December 2, 2025 (hereinafter "the Proposal") and these General Terms and Conditions (hereinafter collectively referred to as "the Agreement") to perform professional consulting services ("Services") as described in the Proposal and specified herein. In this Agreement, "Project" and "Report" or "Reports" have the meaning set forth in the Proposal.
2. **Standard of Care.** Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional geologists and hydrogeologists providing the same or similar services in the same geographic locality at the time the services are performed. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall be responsible for the safety of its own employees but shall not be responsible for safety of others on any project site.
3. **Payment**
 - 3.1. Consultant may invoice the Client in accordance with the method set forth in Consultant's Proposal. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within 30 days of the date of the invoice.
 - 3.2. If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.
 - 3.3. In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the rate of 12% per annum, compounded monthly, or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received.
4. **Warranties.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CONSULTANT'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY.
5. **Plans, Specifications and Designs**
 - 5.1. Reports and other Services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.
 - 5.2. If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall be entitled to make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

6. **Reports and Deliverables.** Upon receipt of final payment any Reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyrights to the Client, to copy and make extracts from such Reports and deliverables to the extent and for such purposes as are contemplated by the Reports and deliverables, subject to the limitations set forth in this Agreement. The Client agrees to defend, hold harmless, and indemnify Consultant from and against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising from use of the Report or Reports on extensions of the Project or any other Project without the written permission of Consultant.
7. **Extra Services.** The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.
8. **Confidential Information**
 - 8.1. Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse affect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.
 - 8.2. Confidential information shall not include any information which (a) was, at the time of disclosure by the originating party (hereinafter the "Disclosing Party") to the other party (the "Receiving Party"), in the public domain or thereafter became part of the public domain through no act or omission of the Receiving Party; or (b) became available to the Receiving Party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Receiving Party; or (c) was known to the Receiving Party at the time of disclosure thereof by the Disclosing Party; or (d) was required to be disclosed by law.
9. **Insurance**
 - 9.1. Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers compensation-statutory; commercial general liability \$1 million per occurrence/aggregate; automobile liability \$1 million per occurrence/aggregate; professional errors and omissions \$1 million per claim/aggregate.
 - 9.2. During the period in which the Services are being performed, the Client shall at its own expense obtain and maintain insurance to limits which are customary for a project of the nature of the Project, including, but not limited to, fire and extended coverage, all risks insurance against physical loss or damage to property included in the Project, general comprehensive liability insurance and automobile insurance. Consultant shall be an additional named insured in the policies maintained by the Client for the Project.
10. **Client Furnished Information**. The Client is responsible to provide, by map or drawing, a description of the Project site, its location and the location of any buried structures or utilities. Consultant will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention

and correctly shown on the plans furnished to Consultant in connection with the work performed by Consultant. The Client agrees to indemnify and hold harmless Consultant for any and all incorrect or omitted location information to the extent and terms provided in Section 17, Indemnifications.

11. **Right Of Entry.** Unless otherwise agreed, Consultant will be furnished right-of-entry on the Project site to make planned borings, surveys and other explorations. Consultant will take reasonable precautions to minimize damage from use of equipment but has not included in its fees the cost of restoration of damage which may result from work as outlined in this contract. If Consultant is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Consultant and the Client and added to the original fee.
12. **Sample Retention.** Due to the expense of storage costs and limited storage life of samples, Consultant will discard samples 60 days after submission of its Report unless arrangements are made for repackaging and storage fees. Alternatively, at the Client's request, the samples will be delivered to the Client at the Client's expense. All samples containing hazardous materials will be returned to the Client, at the Client's expense, subsequent to use.
13. **Hazardous Substances And Conditions.** The Client recognizes that Consultant's Services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The Client warrants that if it knows or suspects that hazardous substances may exist on the property, the Client has so informed Consultant.
14. **Subsurface Risks And Site Damage.** The Client recognizes that special risks occur and guarantees cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. The Client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the Client agrees to assume responsibility for such unavoidable damages or alterations. Further, the Client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Consultant's attention in writing or correctly as shown on plans provided by the Client. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Consultant's sole judgment, significantly affect the recommended scope of work, Consultant will promptly notify the Client. After such notification, Consultant will complete its original scope of work, if appropriate, or agree with the Client to modify this Agreement, or to terminate the work pursuant to Section 17.
15. **Limitation of Liability and Waiver of Damages.** Notwithstanding anything else to the contrary herein, the liability of Consultant to Client under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the lesser of: (a) the amount of service fees actually paid to Consultant under this Agreement; or (b) the sum of \$250,000. In addition, Client and Consultant hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the Services to be performed under this Agreement.
16. **Indemnifications.** Each party hereby agrees to defend, indemnify and hold harmless the other party and the other party's agents, employees, subcontractors, and subcontractors' employees, agents and subcontractors, against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the gross negligence or wrongful misconduct of the indemnifying party. This obligation shall include, without limitation, all claims and liens by any and all of the indemnifying party's contractors, subcontractors, agents and employees. In addition, the indemnifying party shall pay any and all attorneys' fees, expenses, and costs incurred by the other party which relate to the enforcement of the indemnity conditions and obligations of the indemnifying party, including without limitation the additional insured protection and other insurance obligations of indemnifying party, under the Agreement.

17. Termination

- 17.1. Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.
- 17.2. Either party shall be entitled to terminate this Agreement on 15 days written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of written notice of such default.
18. **Force Majeure.** If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, pandemic, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such party so impacted shall be relieved of its obligations herein to the extent impacted. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars in respect thereof. Any party so impacted shall also be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.
19. **Notice.** Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the Consultant's Proposal. Notice given by facsimile transmission or email shall be deemed to have been given on the day of transmittal, if transmitted during normal business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

20. General

- 20.1. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement. This Agreement may not be modified or amended without the written consent of the parties.
- 20.2. Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques of construction contractors or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.
- 20.3. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Before submitting a dispute to the courts, the parties agree to submit such dispute to senior management to attempt to resolve the dispute. Unless otherwise prohibited by law, Client and Consultant waive their right to a jury trial in any litigation resulting from this Agreement.
- 20.4. Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.
- 20.5. No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver

so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.

- 20.6. In any action between the parties seeking enforcement or interpretation of any of the terms and provisions of this Agreement, or otherwise relating to this Agreement, the prevailing party in such action shall also be entitled to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs, and on any appeal or in bankruptcy.
- 20.7. If any provision of this Agreement is held to be void, invalid, or unenforceable, then such provision shall not fail in its entirety, but shall continue in force and effect for the maximum term and scope necessary to protect the interests of the Parties within the permissible limits of the law.
- 20.8. Client agrees and acknowledges that any and all Reports, studies, documents or other material prepared by Consultant under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of Client, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of Client's projects ("Third Party"). Client acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of selling or offering securities, including without limitation stocks, bonds, notes or any other instruments or transactions which call for investments, loans, or other transfers of money, raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing, without the prior written consent of Consultant. In the event that Client desires to have a Third Party rely on Work Product, Client acknowledges and agrees that such circumstances will require the execution of a modification to this Agreement or execution of a separate form of agreement meeting Consultant's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.
- 20.9. In the event of any dispute between the parties under, concerning, or related to this Agreement, it is expressly agreed that all parties shall be subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington. The sole venue for any such action shall lie in such courts located in King County, Washington.
- 20.10. The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of five years), 15, 19, 20.6, 20.8, and 20.9 shall survive the suspension or termination of this Agreement.

City of Napavine

By: _____

Print or Type Name and Title _____

Dated: _____

Strata Geosciences, LLC

By: _____

Print or Type Name and Title _____

Dated: _____

Strata Geosciences

December 2, 2025

Bryan Morris
City of Napavine
PO Box 810
Napavine, WA 98565

Re: City of Napavine Well Replacement Evaluation Scope of Work

Dear Bryan:

The following scope of work has been developed for a well replacement support services contract between the City of Napavine (City) and Strata Geosciences, LLC (Strata). This scope of work has been adapted from the City's Source Water Protection Grant application to the Department of Health (DOH), which was approved in November 2025 and is being executed between the City and DOH under DOH contract number GVL31966-0.

1.0 PROJECT BACKGROUND

City of Napavine has two water supply wells that exceed the state action level for per- and polyfluoroalkyl substances (PFAS). These wells, Sources 02 and 03, are now offline due to the exceedances. The City is relying on Sources 04 and 05 to supply water to the distribution system, putting strain on withdrawal capacity. The City is interested in either installing higher capacity pumps at existing Sources 04 and 05 or installing a replacement well(s) near them to regain system supply capacity. PFAS contamination has not been detected at Sources 04 and 05 and based on our current understanding of the setting, local PFAS sources do not appear to be within the effective capture zones for the wells.

The City wishes to address the following data gaps through this project and identify the most viable and efficient long-term options to increase source capacity:

- Understand if the aquifer near Sources 04 and 05 has sufficient yield to support higher pumping rates.
- Establish additional water level monitoring data to identify and understand groundwater flow paths, potential PFAS contaminant sources areas in source capture zones.

- Update the existing Wellhead Protection Area (WHPA) delineations from calculated fixed radius to an analytical groundwater model by incorporating local aquifer information and monitoring data.
- Analyze aquifer characteristics to provide a better understanding of how the local shallow aquifer (roughly 15 feet below ground surface or less) interacts with the deeper water supply aquifer.

Future tasks pending results of this study (which would be executed as separate scopes of work) will likely include the City installing higher capacity pumps or installing a replacement well(s) for Source 02 at the Source 04/05 property. Subsequent to the Source 02 replacement work, further data collection, monitoring well installation, and/or 3-dimensional groundwater modeling may occur in support of the possible transfer of the City's Source 03 water right (G2-23113C).

2.0 PROPOSED SCOPE OF WORK

Strata will assist the City of Napavine with testing existing production sources 04 and 05 to assess if additional production capacity exists at these wells and to better characterize the drinking water aquifer. Hydrogeologic parameters measured through testing and water level monitoring will be used to update existing wellhead protection areas and assess potential PFAS source areas. This project will provide enhanced data that defines groundwater characteristics that will inform potential alternative source options. A detailed description of tasks to be performed is presented below as well as a cost estimate.

TASK 1: GROUNDWATER DATA COLLECTION

Establish long-term water level monitoring network at up to five locations through purchase and deployment of transducers in existing wells. The objective is to define groundwater elevations and flow paths; the presence and locations of potential groundwater divides; and to assess seasonal variability and long-term changes in water level elevations.

Assumptions: Napavine source wells 02, 03, 04, and 05 can accommodate 0.75-inch diameter water level transducers for automated water level monitoring. A shallow water level monitoring location (potentially in a shallow aquifer monitoring well or along Ripple Creek) will also be identified depending on access. If a Ripple Creek monitoring location is pursued, a simple stilling well (a t-post driven into the streambed with a PVC stilling tube attached) would be installed on City property or in the public right-of-way. Measuring point elevations for monitoring locations will be calculated based on Lidar land surface elevation data and monitoring point stickup measurements, or (if available) survey data provided by the City.

Deliverables: Task 1 Summary Memorandum which provides an initial definition of local groundwater elevations and flow paths for the Napavine area.

Estimated due date: within two months of Strata contract execution.

TASK 2: AQUIFER TESTING

Strata will conduct aquifer tests for Sources 04 and 05 in coordination with the City to evaluate if additional production capacity exists at or near these sources and characterize aquifer parameters. We understand that existing City infrastructure will allow for up to 6-hour constant rate tests to be performed on each well. If results are favorable, we anticipate that infrastructure upgrades and formal Group A source approval testing will occur at a later date (and are not included in the current scope of work or funded by the current DOH grant).

Assumptions: Constant rate pumping tests at Sources 04 and 05 are planned to occur on two consecutive days. During the Source 04 aquifer test, Source 04 will be pumped at a constant rate for 6-hours and then shut off for at least six hours for recovery monitoring. We assume that water pumped during testing will go to storage or be discharged at a distant location that will not affect water levels in the wells being monitored. No pumping from Source 05 should occur during the Source 04 pumping and recovery period, and ideally no pumping from either well should occur until the next morning (if storage allows). Source 05 will then be tested in a similar manner, swapping the pumping and non-pumping roles of the wells.

Deliverables: Task 2 Summary Memorandum defining sustainable yield and aquifer parameter estimates.

Estimated due date: within three months of Strata contract execution.

TASK 3: WELLHEAD PROTECTION AREA & CAPTURE ZONE UPDATES

Existing Source 04 and 05 capture zones will be updated based on aquifer test results, initial water level monitoring network data, and using an analytical groundwater model. Existing PFAS and water level monitoring data will be evaluated to identify potential PFAS contaminant source areas as well.

Assumptions: Long-term pumping rates for Sources 04 and 05 applied for re-delineation of the WHPAs will be confirmed with the City. Historic groundwater elevation data from other sources (such as the Ecology Well Log database) may be used to supplement local groundwater elevation data to evaluate groundwater flow directions if necessary and available.

Deliverables: Revised Sources 04 and 05 capture zone delineations will be provided as a WHPA shapefile and will reflect local aquifer parameters and groundwater flow directions.

Estimated due date: within three months of Strata contract execution.

TASK 4: HYDROGEOLOGIC REPORT & PROJECT MANAGEMENT

A hydrogeologic summary report will be developed for the project documenting results of aquifer tests, initial water level elevation monitoring, and updated WHPA delineations.

Project management and related communication will also occur as part of this task. Project management activities include communication invoicing, staff and schedule management, and project controls.

Assumptions: None

Deliverables: Hydrogeologic Report summarizing findings from Tasks 1-3, including hydrogeologic data, aquifer characteristics, potential PFAS contaminant source areas, and Source 04 and 05 testing results. An interpretation of the aquifer's capacity to sustain higher pumping rates near Sources 04 and 05 will be included, as well as recommended next steps based on study findings. Project management deliverables include monthly invoices accompanied by a project status summary letter.

Estimated due date: within four months of Strata contract execution.

3.0 COST ESTIMATE AND TERMS AND CONDITIONS

The estimated cost for Strata's labor and direct expenses to complete Tasks 1 through 4 as described above is \$29,999 and is presented in Table 1. Strata's hourly rates presented in Table 1 will apply to this contract, which expires on June 30, 2026 (as defined by the City's DOH contract). DOH has indicated that flexibility exists with the estimated project due dates included in the scope above, however unless a contract extension is requested by the City and approved by DOH, all project deliverables are due no later than June 30, 2026.

All tasks will be billed on a time and materials basis, and if project costs come in below the estimated amount you will not be billed for the difference. In the event that unexpected conditions are encountered which appear to require additional work, Strata will bring them to your attention and seek your approval for any added expenditures.

Costs will be invoiced monthly in accordance with the attached cost estimate and Terms and Conditions. The Terms and Conditions are incorporated into our agreement with you and by your authorization to proceed, you are accepting those terms and conditions.

Strata Geosciences' professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices in this time and in this area for the exclusive use of the City of Napavine and the Washington State Department of Health, and their agents. No other warranty, express or implied, is made.

4.0 CLOSING

If you agree to the scope-of-work under the cost estimate provided, and in accordance with the attached Terms and Conditions, please return one signed copy of this proposal to us for countersignature. Receipt of the fully executed agreement will act as our notice to proceed.

Thank you for the opportunity to submit this proposal. Strata looks forward to providing support to the City with its well replacement project. Please do not hesitate to reach out with any questions or comments.

Respectfully submitted,
Strata Geosciences, LLC



Glenn Mutti-Driscoll
Principal Hydrogeologist
glenn@stratageosciences.com
D: 206-487-1310

For City of Napavine:

For Strata Geosciences, LLC:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Attachments: Table 1. Strata Geosciences' Cost Estimate for City of Napavine Well Replacement Evaluation Scope of Work
Strata Geosciences' Terms and Conditions

Table 1. Cost Estimate

Well Replacement Evaluation Scope of Work

City of Napavine

December 2, 2025

General Terms and Conditions for Clients

1. **Implementation of the Purchase Order:** City of Napavine ("Client") hereby engages Strata Geosciences, LLC ("Consultant") and Consultant agrees, in accordance with the terms of Consultant's Proposal dated December 2, 2025 (hereinafter "the Proposal") and these General Terms and Conditions (hereinafter collectively referred to as "the Agreement") to perform professional consulting services ("Services") as described in the Proposal and specified herein. In this Agreement, "Project" and "Report" or "Reports" have the meaning set forth in the Proposal.
2. **Standard of Care.** Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional geologists and hydrogeologists providing the same or similar services in the same geographic locality at the time the services are performed. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall be responsible for the safety of its own employees but shall not be responsible for safety of others on any project site.
3. **Payment**
 - 3.1. Consultant may invoice the Client in accordance with the method set forth in Consultant's Proposal. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within 30 days of the date of the invoice.
 - 3.2. If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.
 - 3.3. In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the rate of 12% per annum, compounded monthly, or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received.
4. **Warranties.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CONSULTANT'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY.
5. **Plans, Specifications and Designs**
 - 5.1. Reports and other Services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.
 - 5.2. If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall be entitled to make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

6. **Reports and Deliverables.** Upon receipt of final payment any Reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyrights to the Client, to copy and make extracts from such Reports and deliverables to the extent and for such purposes as are contemplated by the Reports and deliverables, subject to the limitations set forth in this Agreement. The Client agrees to defend, hold harmless, and indemnify Consultant from and against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising from use of the Report or Reports on extensions of the Project or any other Project without the written permission of Consultant.
7. **Extra Services.** The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.
8. **Confidential Information**
 - 8.1. Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse affect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.
 - 8.2. Confidential information shall not include any information which (a) was, at the time of disclosure by the originating party (hereinafter the "Disclosing Party") to the other party (the "Receiving Party"), in the public domain or thereafter became part of the public domain through no act or omission of the Receiving Party; or (b) became available to the Receiving Party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Receiving Party; or (c) was known to the Receiving Party at the time of disclosure thereof by the Disclosing Party; or (d) was required to be disclosed by law.
9. **Insurance**
 - 9.1. Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers compensation-statutory; commercial general liability \$1 million per occurrence/aggregate; automobile liability \$1 million per occurrence/aggregate; professional errors and omissions \$1 million per claim/aggregate.
 - 9.2. During the period in which the Services are being performed, the Client shall at its own expense obtain and maintain insurance to limits which are customary for a project of the nature of the Project, including, but not limited to, fire and extended coverage, all risks insurance against physical loss or damage to property included in the Project, general comprehensive liability insurance and automobile insurance. Consultant shall be an additional named insured in the policies maintained by the Client for the Project.
10. **Client Furnished Information.** The Client is responsible to provide, by map or drawing, a description of the Project site, its location and the location of any buried structures or utilities. Consultant will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention

and correctly shown on the plans furnished to Consultant in connection with the work performed by Consultant. The Client agrees to indemnify and hold harmless Consultant for any and all incorrect or omitted location information to the extent and terms provided in Section 17, Indemnifications.

11. **Right Of Entry.** Unless otherwise agreed, Consultant will be furnished right-of-entry on the Project site to make planned borings, surveys and other explorations. Consultant will take reasonable precautions to minimize damage from use of equipment but has not included in its fees the cost of restoration of damage which may result from work as outlined in this contract. If Consultant is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Consultant and the Client and added to the original fee.
12. **Sample Retention.** Due to the expense of storage costs and limited storage life of samples, Consultant will discard samples 60 days after submission of its Report unless arrangements are made for repackaging and storage fees. Alternatively, at the Client's request, the samples will be delivered to the Client at the Client's expense. All samples containing hazardous materials will be returned to the Client, at the Client's expense, subsequent to use.
13. **Hazardous Substances And Conditions.** The Client recognizes that Consultant's Services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The Client warrants that if it knows or suspects that hazardous substances may exist on the property, the Client has so informed Consultant.
14. **Subsurface Risks And Site Damage.** The Client recognizes that special risks occur and guarantees cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. The Client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the Client agrees to assume responsibility for such unavoidable damages or alterations. Further, the Client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Consultant's attention in writing or correctly as shown on plans provided by the Client. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Consultant's sole judgment, significantly affect the recommended scope of work, Consultant will promptly notify the Client. After such notification, Consultant will complete its original scope of work, if appropriate, or agree with the Client to modify this Agreement, or to terminate the work pursuant to Section 17.
15. **Limitation of Liability and Waiver of Damages.** Notwithstanding anything else to the contrary herein, the liability of Consultant to Client under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the lesser of: (a) the amount of service fees actually paid to Consultant under this Agreement; or (b) the sum of \$250,000. In addition, Client and Consultant hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the Services to be performed under this Agreement.
16. **Indemnifications.** Each party hereby agrees to defend, indemnify and hold harmless the other party and the other party's agents, employees, subcontractors, and subcontractors' employees, agents and subcontractors, against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the gross negligence or wrongful misconduct of the indemnifying party. This obligation shall include, without limitation, all claims and liens by any and all of the indemnifying party's contractors, subcontractors, agents and employees. In addition, the indemnifying party shall pay any and all attorneys' fees, expenses, and costs incurred by the other party which relate to the enforcement of the indemnity conditions and obligations of the indemnifying party, including without limitation the additional insured protection and other insurance obligations of indemnifying party, under the Agreement.

17. Termination

- 17.1. Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.
- 17.2. Either party shall be entitled to terminate this Agreement on 15 days written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of written notice of such default.
18. **Force Majeure.** If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, pandemic, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such party so impacted shall be relieved of its obligations herein to the extent impacted. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars in respect thereof. Any party so impacted shall also be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.
19. **Notice.** Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the Consultant's Proposal. Notice given by facsimile transmission or email shall be deemed to have been given on the day of transmittal, if transmitted during normal business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

20. General

- 20.1. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement. This Agreement may not be modified or amended without the written consent of the parties.
- 20.2. Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques of construction contractors or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.
- 20.3. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Before submitting a dispute to the courts, the parties agree to submit such dispute to senior management to attempt to resolve the dispute. Unless otherwise prohibited by law, Client and Consultant waive their right to a jury trial in any litigation resulting from this Agreement.
- 20.4. Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.
- 20.5. No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver

so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.

- 20.6. In any action between the parties seeking enforcement or interpretation of any of the terms and provisions of this Agreement, or otherwise relating to this Agreement, the prevailing party in such action shall also be entitled to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs, and on any appeal or in bankruptcy.
- 20.7. If any provision of this Agreement is held to be void, invalid, or unenforceable, then such provision shall not fail in its entirety, but shall continue in force and effect for the maximum term and scope necessary to protect the interests of the Parties within the permissible limits of the law.
- 20.8. Client agrees and acknowledges that any and all Reports, studies, documents or other material prepared by Consultant under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of Client, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of Client's projects ("Third Party"). Client acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of selling or offering securities, including without limitation stocks, bonds, notes or any other instruments or transactions which call for investments, loans, or other transfers of money, raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing, without the prior written consent of Consultant. In the event that Client desires to have a Third Party rely on Work Product, Client acknowledges and agrees that such circumstances will require the execution of a modification to this Agreement or execution of a separate form of agreement meeting Consultant's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.
- 20.9. In the event of any dispute between the parties under, concerning, or related to this Agreement, it is expressly agreed that all parties shall be subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington. The sole venue for any such action shall lie in such courts located in King County, Washington.
- 20.10. The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of five years), 15, 19, 20.6, 20.8, and 20.9 shall survive the suspension or termination of this Agreement.

City of Napavine

Strata Geosciences, LLC

By: _____

By: _____

Print or Type Name and Title

Print or Type Name and Title

Dated: _____

Dated: _____

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 (5th) 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
 22 West Atlantic Ave, Suite 310
 Delray Beach, FL 33444
 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 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.

[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 1 of 5

to the Option and Land Lease Agreement dated _____, 2026, 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 orginial 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

EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES
Page 2 of 5

The Premises are described and/or depicted as follows:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF LEWIS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR AND CAP AT THE MOST NORTHERLY CORNER OF LOT 1 SHOWN ON SHORT PLAT NO. 002-07-08, RECORDED AUGUST 31, 2007, AS FILE NO. 3289103, RECORDS OF LEWIS COUNTY, WASHINGTON, SAID CORNER BEING NORTH 59°20'14" WEST, 225.00 FEET FROM A FOUND REBAR AND CAP AT THE MOST EASTERNLY CORNER OF SAID LOT 1;
THENCE NORTH 18°35'25" WEST, 133.44 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 58°48'56" EAST, 25.00 FEET;
THENCE SOUTH 31°11'04" WEST, 50.00 FEET;
THENCE NORTH 58°48'56" WEST, 50.00 FEET;
THENCE NORTH 31°11'04" EAST, 50.00 FEET;
THENCE SOUTH 58°48'56" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET, MORE OR LESS.

ACCESS AND UTILITIES EASEMENT LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF LEWIS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 20.00 FOOT WIDE STRIP OF LAND LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND REBAR AND CAP AT THE MOST NORTHERLY CORNER OF LOT 1 SHOWN ON SHORT PLAT NO. 002-07-08, RECORDED AUGUST 31, 2007, AS FILE NO. 3289103, RECORDS OF LEWIS COUNTY, WASHINGTON, SAID CORNER BEING NORTH 59°20'14" WEST, 225.00 FEET FROM A FOUND REBAR AND CAP AT THE MOST EASTERNLY CORNER OF SAID LOT 1;
THENCE NORTH 18°35'25" WEST, 133.44 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 31°11'04" EAST, 57.56 FEET;
THENCE SOUTH 82°04'54" EAST, 82.08 FEET;
THENCE SOUTH 59°20'14" EAST, 69.90 FEET;
THENCE SOUTH 69°29'36" EAST, 116.06 FEET;
THENCE SOUTH 58°48'56" EAST, 67.52 FEET TO THE NORTHWESTERLY MARGIN OF BIRCH AVENUE SW AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE NORTHWESTERLY MARGIN OF SAID BIRCH AVENUE SW.

EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES
Page 3 of 5

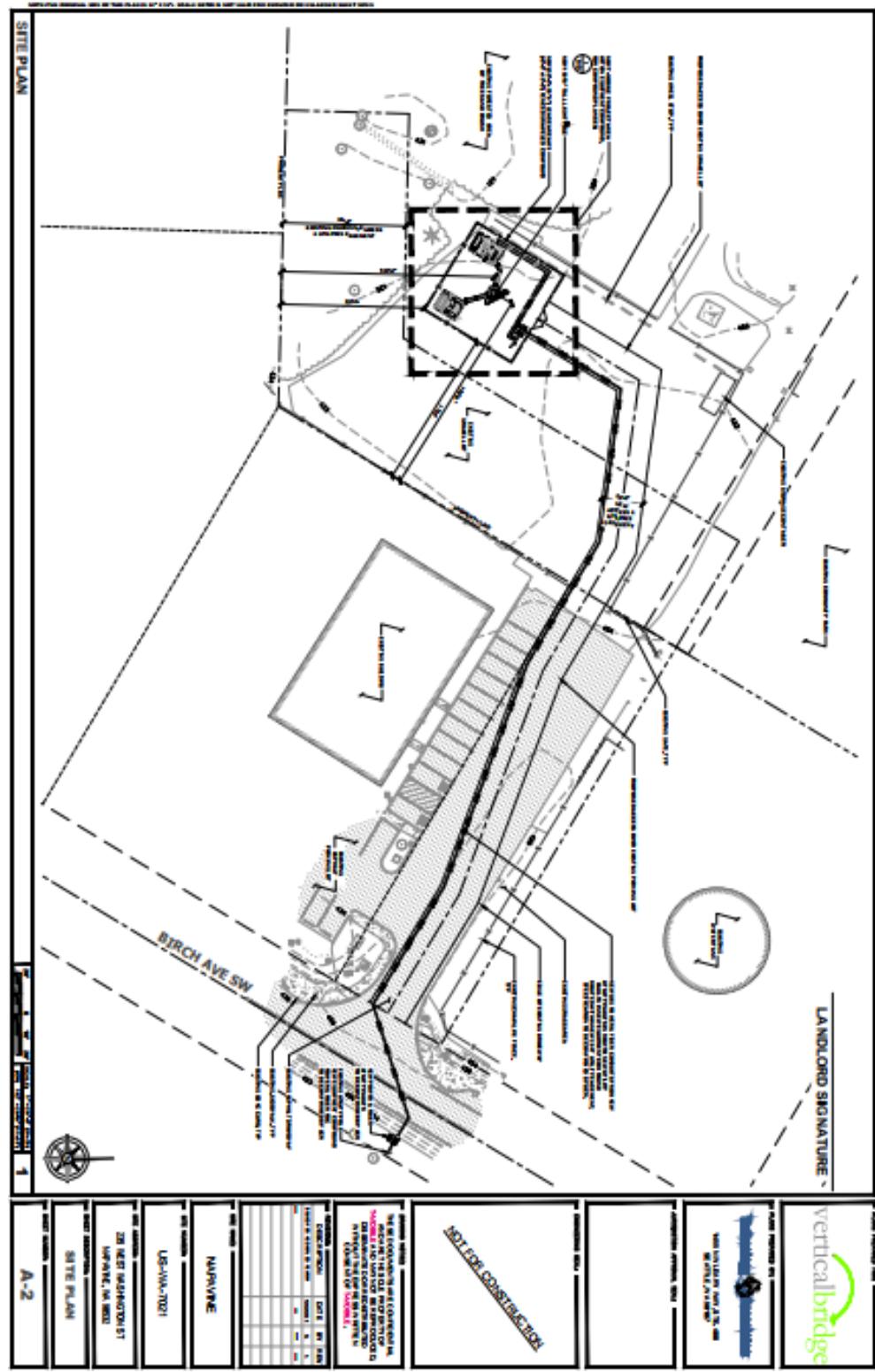


EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES
Page 4 of 5

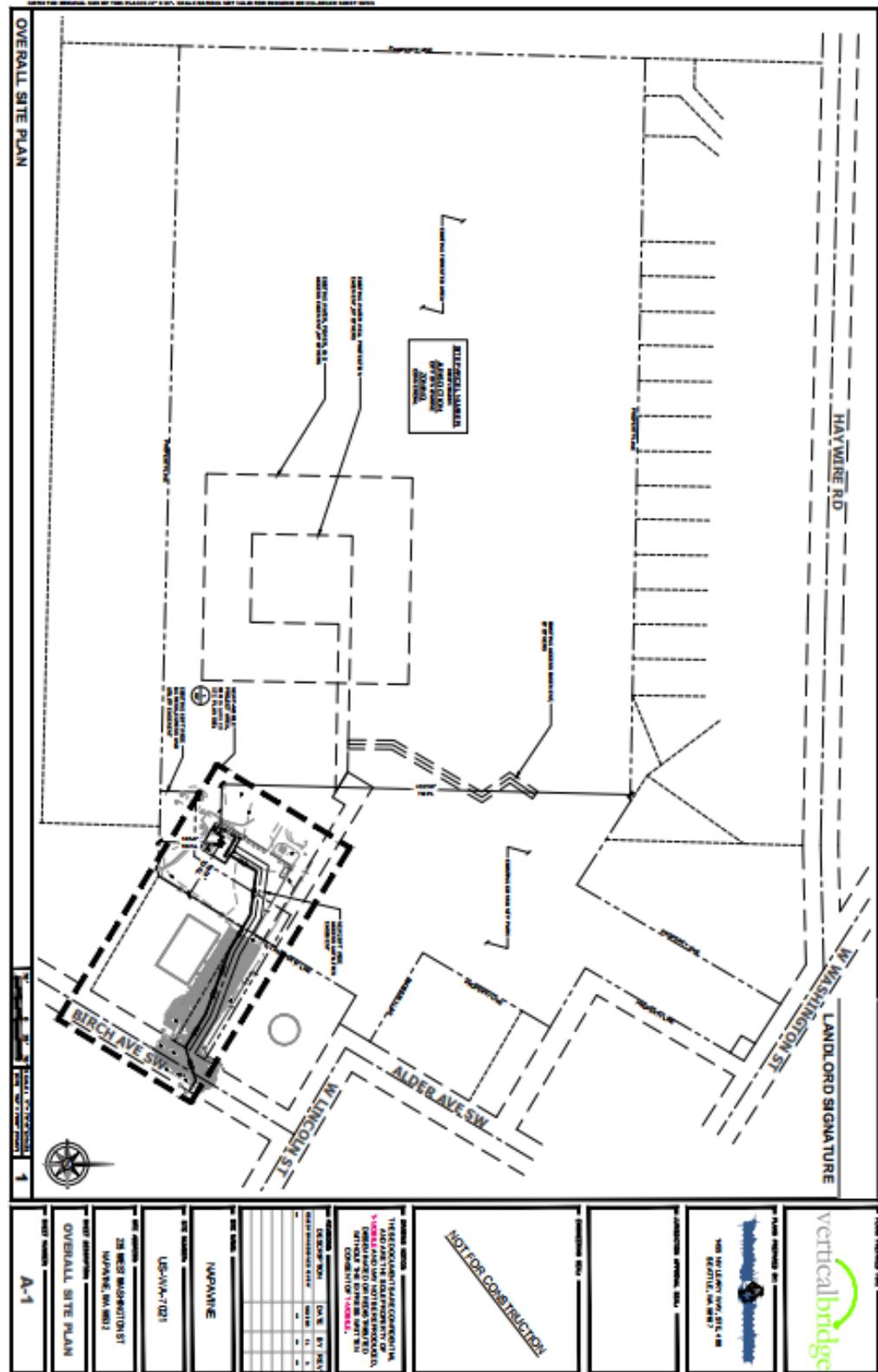
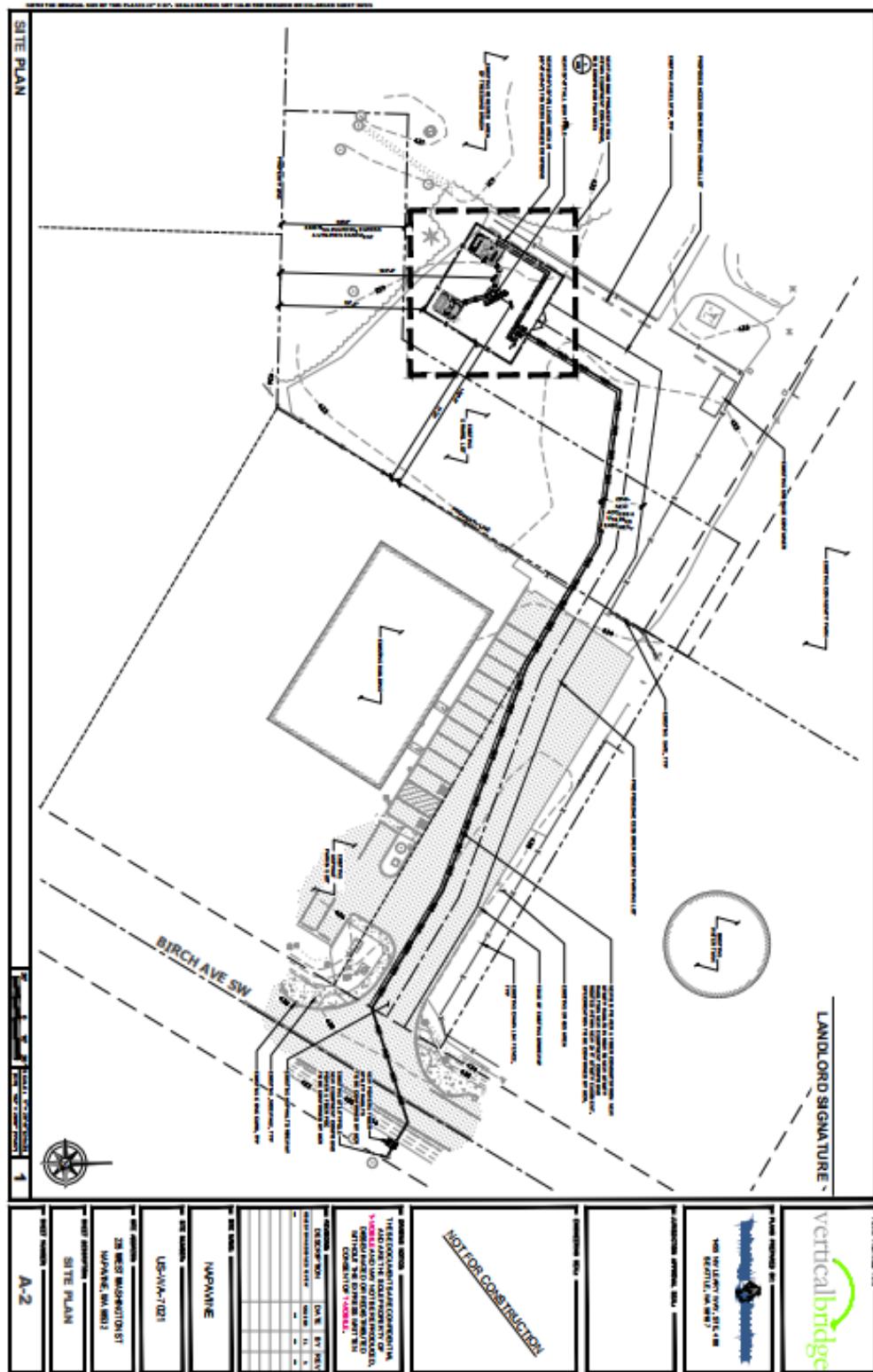


EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES
Page 5 of 5



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]

January 13, 2026

Building Staff / Security Staff
City of Napavine
407 Birch Ave. SW/P.O. Box 810
Napavine, WA 98565

Re: Authorized Access granted to VB BTS III, LLC

Dear Building and Security Staff,

Please be advised that we have signed a lease with VB BTS III, LLC permitting VB BTS III, LLC to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant VB BTS III, LLC 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, VB BTS III, LLC representatives may be seeking access to the property outside of normal business hours. VB BTS III, LLC 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 _____, 2026, 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

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 1 of 2

to the Memorandum of Lease dated _____, 2026, 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

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:

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COMMENCING AT A FOUND REBAR AND CAP AT THE MOST NORTHERLY CORNER OF LOT 1 SHOWN ON SHORT PLAT NO. 002-07-08, RECORDED AUGUST 31, 2007, AS FILE NO. 3289103, RECORDS OF LEWIS COUNTY, WASHINGTON, SAID CORNER BEING NORTH 59°20'14" WEST, 225.00 FEET FROM A FOUND REBAR AND CAP AT THE MOST EASTERNLY CORNER OF SAID LOT 1;
THENCE NORTH 18°35'25" WEST, 133.44 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 58°48'56" EAST, 25.00 FEET;
THENCE SOUTH 31°11'04" WEST, 50.00 FEET;
THENCE NORTH 58°48'56" WEST, 50.00 FEET;
THENCE NORTH 31°11'04" EAST, 50.00 FEET;
THENCE SOUTH 58°48'56" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET, MORE OR LESS.

ACCESS AND UTILITIES EASEMENT LEGAL DESCRIPTION

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SAID TRACT BEING A 20.00 FOOT WIDE STRIP OF LAND LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

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THENCE SOUTH 59°20'14" EAST, 69.90 FEET;
THENCE SOUTH 69°29'36" EAST, 116.06 FEET;
THENCE SOUTH 58°48'56" EAST, 67.52 FEET TO THE NORTHWESTERLY MARGIN OF BIRCH AVENUE SW AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE NORTHWESTERLY MARGIN OF SAID BIRCH AVENUE SW.

**MEMORANDUM
OF
OPTION TO LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2026, 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 22 W. Atlantic Ave, Suite 310, Delray Beach, FL 33444 ("**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 _____

COUNTY OF _____

) ss:

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 _____

COUNTY OF _____

) ss:

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 1 of 2

to the Memorandum of Option to Lease dated _____, 2026, 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:

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LEWIS COUNTY, WASHINGTON

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SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE NORTHWESTERLY MARGIN OF SAID BIRCH AVENUE SW.

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

► Go to 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above				
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.				
	<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC				
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: 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 not 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) ►				
	5 Address (number, street, and apt. or suite no.) See instructions.				
6 City, state, and ZIP code					
7 List account number(s) here (optional)					
<small>(Applies to accounts maintained outside the U.S.)</small>					
<small>Requester's name and address (optional)</small>					

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.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
or	Employer identification number	
<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Sign Here	Signature of U.S. person ►	Date ►
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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.

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.



Public Works/Community Development
407 Birch Ave SW, PO Box 810 Napavine, WA 98565
Phone: (360) 262-9344
www.cityofnapavine.com

To: Mayor and City Council
From: Katie Williams, PW/CD Interim Director
RE: Staff Report for Council Meeting, January 13th, 2026

- **Planning Commission Meeting Minutes**

- Next Planning Commission meeting is January 20, 2026.

- **Project Updates**

- Scots Industries - Water upgrade is complete. Issued building permit for foundation, will be permitting the building in the next few months.
 - Cell tower on city property – Lease is being presented to council.
 - TA Project – City review on the store and truck shop is complete. The city is waiting on WSDOT to give the city the go ahead on releasing the permit.
 - Rush Road STIP - The Public Works Director reviewed the 90% plan and requested some changes. Working with Consor consultants on speed reduction.
 - Woodard Road (Tiger Meadows) - City is waiting for developers to submit final plans, including lift station dedication plans.
 - Jefferson Station – Active Construction Proposed completion March 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. DOH Grant approved and signed 11/12/2025. This grant supports Napavine's need to identify areas for replacement wells and preparation work in creating a groundwater flow model. A novation draft contract is being reviewed for Mott MacDonald/Strata/City of Napavine.
 - Baseball Field Lighting – The city just signed the release form for PUD to release the power bills for a grant requirement.
 - Franchise Agreements- Working on 2 Franchise agreements for telecommunications.



To: Mayor and City Council

From: Rachelle Denham, City Clerk

RE: Clerk's Report for Council Meeting, January 13, 2026

Utility Billing Information

- ✓ December Bill Posting - City billed out a total of \$239,800.84
- ✓ January Delinquency – 68 accounts - \$1,735.36
- ✓ YTD Billed \$1,470,988.30
- ✓ Received YTD \$1,460,543.18
- ✓ Total of 339 badger meters in the ground, up 4 since last reporting. **(41 pending placement)** No Change
- ✓ 53 EyeOnWater app users, no change from last reporting. No Change
- ✓ In process of Dog License, Senior Discount and Temp Non-Use renewals for 2026
- ✓ YTD total PAID park reservations 27, total collected \$1,550. **No change since last reporting.**
- ✓ 36 Total YTD Move-In/Move-Outs – Up 5 since last reporting