



Shawn O'Neill, Mayor

Brian Watson, Council Position #1

Jeremy Germann, Council Position #4

Don Webster, Council Position #2

Duane Crouse, Council Position #5

Ivan Wiediger, Council Position #3

Staff Members

CD/PW Director, Will Tastad

City Clerk, Rachelle Denham

City Treasurer, Michelle Whitten

Legal Counsel, Jim Buzzard

Police Chief, John Brockmueller

WORKSHOP NOTICE

NAPAVINE CITY HALL- COUNCIL CHAMBERS

407 BIRCH AVE SW, NAPAVINE

JULY 28, 2026- 5:30-6:00 P.M.

AGENDA

- **PUBLIC SAFETY TAX**



A 0.3% sales tax increase would add **30 cents** to a \$100 taxable purchase

PUBLIC SAFETY SALES TAX FAQ

The Law and Justice Council is reviewing the local criminal justice system’s needs and examining the pros and cons of proposing a Public Safety Sales Tax as a revenue option in Lewis County, Washington. The Law and Justice Council, which includes representatives from multiple interests – including law enforcement, the public, social services, the judicial branch, public health, the county, the cities and others – will present its findings to the Lewis County Board of County Commissioners.

>> What is a Public Safety Sales Tax?

Washington law allows counties to ask voters to approve a dedicated Public Safety Sales and Use Tax that would be used for public safety purposes, including criminal justice and law enforcement services. Under [RCW 82.14.450](#), counties may submit a proposition to voters at a primary or general election. If approved by a simple majority, the county may impose a sales tax of up to 0.3%.

A 0.3% sales tax increase would equal 30 cents on a \$100 taxable purchase.



HOW COULD REVENUE BE USED?

Public safety sales tax revenues must be used for public safety purposes identified in the ballot measure.

State law requires that at least one-third of the revenue be used solely for criminal justice purposes, fire protection purposes, or both. Examples of eligible uses may include:

- Law enforcement services
- Emergency response programs
- Fire protection services
- Prosecuting attorney services
- Corrections and jail operations
- Public safety equipment and facilities
- Behavioral health and community safety initiatives

>> Is voter approval required?

Unlike some other local sales taxes, a Public Safety Sales Tax requires approval by a majority of voters. The measure may only appear on a primary or general election ballot. It cannot be submitted during February or April special elections.

[RCW 82.14.450](#)
Public Safety Sales Tax Authority

[RCW 82.14.340](#)
Criminal Justice Purposes

DO OTHER COUNTIES COLLECT IT?

Nineteen of the state’s 39 counties collect the Public Safety Sales Tax under RCW 82.14.450. Those include:

- Thurston County
- Clark County
- Ferry County
- Grant County
- Kittitas County
- King County
- Pierce County
- Whatcom County
- Stevens County
- Asotin County

>> Does the tax apply to motor vehicles?

No. Motor vehicle sales and the first 36 months of motor vehicle leases are exempt.

>> Where can I find additional information and resources?

The Municipal Research and Services Center (MRSC) has sales tax and population data – including an Excel sheet listing sales tax rates and components for every city, town and county – available online [here](#). Other useful MRSC pages include:

- [Breakdown of where taxes go](#)
- [Ballot measure database](#)
- [County revenue guide](#)

The State Department of Revenue’s [Quarterly Business Review](#) and Benton County’s [Public Safety Tax website](#) also may prove helpful.

WHEN COULD PROPOSAL GO BEFORE VOTERS?

POTENTIAL DATES FOR 2027

Primary Election: August 3, 2027
General Election: November 2, 2027

The Lewis County Board of County Commissioners would need to adopt a resolution placing the measure on the ballot and submit it to the Auditor prior to the applicable election filing deadline.

KEY PLANNING MILESTONES TO CONSIDER FOR A 2027 BALLOT MEASURE

SPRING / SUMMER 2026
Conduct public outreach and needs assessments
Identify proposed uses of revenue
Develop ballot language

LATE 2026 / EARLY 2027
Finalize expenditure plan
Review legal and financial considerations
Prepare ballot resolution

2027
Adopt ballot resolution before election certification deadlines
Conduct public education regarding the proposal



CITY COUNCIL MEETING AGENDA

Tuesday – July 28, 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

Will Tastad,
Director of Public Works

John Brockmueller,
Chief of Police

Allen Unzelman
Honorable Judge-Municipal Court

Jim Buzzard,
Legal Counsel

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

City Website
www.cityofnapavine.com

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA – AS PRESENTED**
- VI. APPROVAL OF MEETING MINUTES – JULY 14, 2026**
 - 1) REGULAR COUNCIL MEETING**
 - 2) PUBLIC HEARING: PROPOSED CITY DEVELOPMENT CODES**
- VII. STAFF & COUNCIL REPORT**
- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS**
- IX. PRESENTATION: RIDE INTO HISTORY AT THE SOUTHWEST WASHINGTON FAIR, AUGUST 11TH-16TH 2026 – EDNA FUND**
- X. NEW BUSINESS**
 - 1) VOUCHERS – M. WHITTEN**
 - 2) FRANCHISE AGREEMENT: SEALINK – W. TASTAD**
 - 3) TREE REMOVAL 229 PARKSIDE LOOP – W. TASTAD**
- 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
July 14, 2026, 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O'Neill called the regular city council meeting to order at 6:07pm following a Public Hearing on City's Proposed Development Codes.

INVOCATION:

The invocation was led by Ivan Wiediger.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O'Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O'Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Don Webster Councilor #3, Jeremy Germann Councilor #4, and Duane Crouse Mayor Pro Tem.

City staff members present: City Clerk – Rachelle Denham, City Treasurer – Michelle Whitten, Public Works Director – Will Tastad, and Chief of Police – John Brockmueller. *Not Present: Legal Counsel-Jim Buzzard.

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Presented.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 ayes and 0 nays.	

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of the Minutes for June 23, 2026 – Regular Council Meeting,
SECONDED:	Jeremy Germann	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION: 5-0 Motion Carried: 5 ayes and 0 nays.		

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Greetings, report is in writing and operations are normal. The two new Dodge Durango's are being outfitted for service and getting ready for the Funtime Festival.

Will Tastad – PW Director

- Report is in writing. Business as normal.

Michelle Whitten – Treasurer

- No Report.

Rachelle Denham – Clerk

- Report in writing.

Lindsey Pollock – Lewis County Commissioner

- Will be holding a Public Hearing on Public Burial Plots that was approved at the state level. The county placed a moratorium on this in June.

Sandra White – LCFD5

- Invitation to attend the dedication for the new fire station building on Saturday morning at 10am prior to the Funtime Festival parade.

Mayor Pro Tem – Duane Crouse

- Attended the Law & Justice meeting on Public Safety Tax and would like to set up a meeting or hold a workshop to discuss what direction the city of Napavine would like to take. Planning to attend the next Flood Authority Meeting next Thursday.

Don Webster – Councilor 4

- Had a great July 4th meeting, wonderful time to celebrate 250.

Brian Watson

- Attended the County Commissioner Forum last Tuesday out in Morton. He thanked all the lovely people and Commissioner Pollock for being an elected official and serving.

Shawn O'Neill – Mayor

- Invited everyone to attend the Napavine Fun Time Festival this weekend, shared positive remarks about attending Toledo Cheese Days, and expressed appreciation for the team's hard work and support during a challenging couple of months. Thanked everyone for their dedication and reminded them that their efforts are valued.

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**

July 2026 1st Council Meeting

Reference	Date			Amount	Notes
The following voucher/warrants/electronic payments are approved for payment:					
Accounts Payable	94	38	78,041.95	40562-40599	
Payroll Vendors	1	1	1,272.50	40561	
Electronic Payments	5	5	8,427.02	EFT*20260710-14	
Electronic Payroll	9	9	64,655.10	EFT*20260701-09	
ACH Direct Deposit	18	18	41,138.34	Payroll Jun16-30, 2026	
Total Vouchers	127	71	193,534.91		

MOVED:	Don Webster	Motion: Pay the bills. Approval of the Vouchers dated July 14, 2026 - 1 st Council Meeting.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 ayes and 0 nays.	

RESOLUTION 26-07-175: FEE SCHEDULE REVISION – M. WHITTEN

MOVED:	Duane Crouse	Motion: Adopt Resolution 26-07-175 Fee Schedule Revision.
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 ayes and 0 nays.	

ADJOURNMENT: *Meeting Adjourned at approximately 6:29 p.m.*

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiedieger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	5-0 Motion Carried: 5 ayes and 0 nays.	

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/QKlQ4nZGMz> .

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



NAPAVINE CITY COUNCIL
PUBLIC HEARING MINUTES – PROPOSED CITY DEVELOPMENT CODES
July 14, 2026 - 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O'Neill called the public hearing of the **Proposed City Development Codes** to order at 6:00pm.

INTRODUCTION:

Mayor Shawn O'Neill introduced himself as presiding over the public hearing.

PURPOSE OF HEARING:

To invite testimony from the community members and the public, regarding the **Proposed City Development Codes** before the Council. The Council will hear testimony from persons present who wish to speak for, against or neither for or against the **Proposed City Development Codes**, 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 Shawn O'Neill opened the public hearing and welcomed anyone wishing to speak to approach the podium.

Citizen Comment: Paul Dennis from Jackson Civil presented information on the updated codes that will be part of the updated comp plan.

Closing of Public Hearing:

Mayor Shawn O'Neill announced all testimony having been taken, the public hearing on the **Proposed City Development Codes** is now closed ending time 6:07 pm.

Rachelle Denham, City Clerk

Shawn O'Neill, Mayor

Councilor



Voucher Report July 28, 2026

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
Reference Number: 40600	BHC Consultants	\$1,033.20
0025243	7/8/2026	\$1,033.20 5/23-6/19 Jefferson Station
Reference Number: 40601	Buzzard Law Group, P.S.	\$2,700.00
21362	7/17/2026	\$250.00 Comp Plam/Climate Resilience
21364	7/17/2026	\$50.00 Case 6A0226583/6585
21365	7/17/2026	\$75.00 Case 6A0226580
21366	7/17/2026	\$25.00 Case 6A0226573
21369	7/17/2026	\$25.00 Case 5A061128//1130
21370	7/17/2026	\$12.50 Case 5A0373941
21371	7/17/2026	\$25.00 Case 5A069898
21372	7/17/2026	\$150.00 Case 5A069895
21374	7/17/2026	\$50.00 26IN70379/6A0305852
21376	7/17/2026	\$25.00 26IN56402/6A0043357
21377	7/17/2026	\$50.00 Case No 26IN65674/6A0313818
21382	7/17/2026	\$25.00 Case No 24F000794
21383	7/17/2026	\$187.50 Case No 3A0475710
21384	7/17/2026	\$50.00 Case No 3A0068111
21386	7/17/2026	\$1,700.00 2026 July General Prosecution-
Reference Number: 40602	Consor North America, Inc	\$57,010.12
D240918WA.00-16R	7/13/2026	\$57,010.12 RUSH RD thru June 30th
Reference Number: 40603	Jackson Civil Engineering	\$77,338.34
0016-12-14	7/21/2026	\$1,591.67 Development Pass-Through Fees Walsh
0016-27-20	7/21/2026	\$32,979.92 Jefferson Station
0016-35-20	7/21/2026	\$39,709.25 Comp Plan Dev Codes
0016-44-03	7/21/2026	\$320.00 Development Pass-Through Fees NW
0016-45-03	7/21/2026	\$592.50 Development Pass-Through Fees 1st Ave

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
0016-48-01	7/21/2026	\$345.00 Short Plat Haberstroh
0016-GEN-19	7/21/2026	\$1,800.00 Planning/tech/future projects
Reference Number: 40604	Kim Alexander	\$450.00
2026* July Civil Service Sec	7/22/2026	\$131.25 2026* July Civil Service Sec
2026* June Civil Service Sec	7/22/2026	\$193.75 2026* June Civil Service Sec
2026*May Civil Service	7/22/2026	\$125.00 2026* May Civil Service Sec
Reference Number: 40605	LECO Supply, Inc	\$1,539.37
243526	7/8/2026	\$1,539.37 Chlorine 4 drums/no returns
Reference Number: 40606	Lewis County Sheriffs Office	\$1,000.94
2026*06 Evidence	7/22/2026	\$1,000.94 2026-June Evidence Handling
Reference Number: 40607	Strata Geosciences	\$15,865.00
25-034MN-02	7/22/2026	\$15,865.00 PFAS Support
Reference Number: 40608	T-Mobile	\$109.14
2026*07 Acc222026048	7/21/2026	\$109.14 2026*7/12-8/11 PW Cell
Reference Number: 40609	Traffic Safety Supply Co.	\$95.24
INV091828	6/1/2026	\$95.24 Do Not Stop On Tracks sign
Reference Number: 40610	Transient Vendor	\$100.00
2026*Jul 1100.17 Abbruzzese	7/21/2026	\$100.00 Utility Deposit Refund 1100.17 ...
Reference Number: 40611	Transient Vendor	\$100.00
2026*July 1032.0 Lochbaum	7/21/2026	\$100.00 Utility Deposit Refund 1032.0 Lochbaum
Reference Number: 40612	Transient Vendor	\$100.00
2026*July 1100.29 Griffin	7/21/2026	\$100.00 Utility Deposit Refund 1100.29 Griffin
Reference Number: 40613	Transient Vendor	\$100.00

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
2026*July 1100.4 Gilliam	7/21/2026	\$100.00 Utility Deposit Refund 1100.4 Gilliam
Reference Number: 40614	Transient Vendor	\$200.00
2026*July 1134.0 Armstrong	7/21/2026	\$200.00 Utility Deposit Refund 1134.0 Armstrong
Reference Number: 40615	Transient Vendor	\$100.00
2026*July 1163.0 Grace	7/21/2026	\$100.00 Utility Deposit Refund 11653.0 Grace
Reference Number: 40616	Transient Vendor	\$100.00
2026*July 1322.1 Matson	7/21/2026	\$100.00 Utility Deposit Refund 1322.1 Matson
Reference Number: 40617	Transient Vendor	\$100.00
2026*July 1363.0 Balmelli	7/21/2026	\$100.00 Utility Deposit Refund 1363.0 Balmelli
Reference Number: 40618	Transient Vendor	\$100.00
2026*July 1379.0Johns	7/21/2026	\$100.00 Utility Deposit Refund 1379.0 Johns
Reference Number: 40619	Transient Vendor	\$100.00
2026*July 1461.0 Silvestre	7/21/2026	\$100.00 Utility Deposit Refund 1461.0 Silvestre
Reference Number: 40620	Transient Vendor	\$100.00
2026*July 1487.0 Scammer	7/21/2026	\$100.00 Utility Deposit Refund 1487.0 Scammer
Reference Number: 40621	Transient Vendor	\$200.00
2026*July 1580.1 Longden	7/21/2026	\$200.00 Utility Deposit Refund 1580.1 Longden
Reference Number: 40622	US Bank Corp Payment Syst	\$2,031.88
017848 Tractor Supply	6/22/2026	\$93.20 2 gallons hyd fluid
024649 USPS	6/23/2026	\$16.45 return Water Meter
028721 Dollar General	6/23/2026	\$40.16 Water/drink mix
031322 Soft Touch	6/22/2026	\$12.45 Car Wash Dawes
031537 Soft Touch	6/30/2026	\$12.45 Car Wash Dawes
050693 USPS	6/22/2026	\$10.77 CSO postage
111-9184460-7863437	6/23/2026	\$63.14 drink cups/coffee
112-0812659-8637049 Amazon	6/22/2026	\$470.21 Canon Printer - Katie
112-2943747-0305843 Amazon	6/22/2026	\$69.90 Paint marking wand

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
112-2951070-7573064 Amazon	6/24/2026	\$3.93 toilet bowl cleaner
112-3613164-3573021 Amazon	6/17/2026	\$72.18 Canned aircart/safety vests
112-8265850-7505012 Amazon	6/24/2026	\$68.75 lysol/lights/hose adapter
113-7616767-5640207 Amazon	6/9/2026	\$42.59 Pens/Netgear
113-9326225-2497051 Amazon	6/25/2026	\$37.96 7-tier desk file organizer
114-9941879-0060218 Amazon	6/16/2026	\$233.37 ethernet cable/docking/battery back up
176628 AWC	6/30/2026	\$271.50 crouse municipal budgeting
392174 Wilson Parts NAPA	6/8/2026	\$237.82 Battery+core for Sweeper
400403 ThePaintStore	6/23/2026	\$311.24 3 cases marking paint white/blue/green
Free Conference Call 6/15-7/14	6/15/2026	\$3.25 Free Conference Call 6/15-7/14
Inv359800480 Zoom	6/27/2026	\$17.03 2026*6/27-7/26 Zoom Court
REFUND Fire Extinguisher	6/9/2026	(\$56.47) REFUND Fire Extinguisher
Reference Number: EFT*20260715	Dept of Licensing Firearms	\$36.00
NV0000191 Buchanan-Rice	7/13/2026	\$18.00 NV0000191 Buchanan-Rice
NV0000192 Rice	7/13/2026	\$18.00 NV0000192 Rice
Reference Number: EFT*20260716	WAVE	\$103.35
032768701-0012294	7/1/2026	\$103.35 2026*6/23-7/22 WAVE Phone & Internet
Reference Number: EFT*20260717	WAVE	\$112.10
138091001-0012313	6/26/2026	\$112.10 2026- 7/1-7/31 Mayme
Reference Number: EFT*20260718	WAVE	\$112.10
138396701-0012313	6/1/2026	\$112.10 2026 7/1-7/31 WAVE Internet
Reference Number: EFT*20260719	WAVE	\$118.22
138396801-0012313	7/2/2026	\$118.22 2026- 7/1-7/31 WAVE Phone PD
Reference Number: EFT*20260720	Dept of Retirement Systems	\$6,537.66
Emp Rtmt - 16138	7/16/2026	\$176.25
Emp Rtmt - 16139	7/16/2026	\$268.01
Emp Rtmt - 16140	7/16/2026	\$204.02
Emp Rtmt - 16141	7/16/2026	\$195.08

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
Emp Rtmt - 16142	7/16/2026	\$246.30
Emp Rtmt - 16143	7/16/2026	\$243.95
Emp Rtmt - 16144	7/16/2026	\$250.38
Emp Rtmt - 16145	7/16/2026	\$151.74
Emp Rtmt - 16147	7/16/2026	\$196.96
Emp Rtmt - 16148	7/16/2026	\$189.16
Emp Rtmt - 16149	7/16/2026	\$148.42
Emp Rtmt - 16150	7/16/2026	\$187.48
Emp Rtmt - 16151	7/16/2026	\$210.24
Emp Rtmt - 16153	7/16/2026	\$175.83
Emp Rtmt - 16154	7/16/2026	\$173.18
Taxable Retirement - 16138	7/16/2026	\$282.59
Taxable Retirement - 16139	7/16/2026	\$429.73
Taxable Retirement - 16140	7/16/2026	\$327.12
Taxable Retirement - 16141	7/16/2026	\$312.80
Taxable Retirement - 16142	7/16/2026	\$237.48
Taxable Retirement - 16143	7/16/2026	\$235.21
Taxable Retirement - 16144	7/16/2026	\$314.09
Taxable Retirement - 16145	7/16/2026	\$146.30
Taxable Retirement - 16147	7/16/2026	\$189.90
Taxable Retirement - 16148	7/16/2026	\$182.38
Taxable Retirement - 16149	7/16/2026	\$143.10
Taxable Retirement - 16150	7/16/2026	\$180.76
Taxable Retirement - 16151	7/16/2026	\$202.70
Taxable Retirement - 16153	7/16/2026	\$169.53
Taxable Retirement - 16154	7/16/2026	\$166.97
Reference Number: EFT*20260721	Dept of Treasury Internal	\$7,651.00
Federal Income Tax - 16138	7/16/2026	\$406.70
Federal Income Tax - 16139	7/16/2026	\$676.98
Federal Income Tax - 16140	7/16/2026	\$509.43
Federal Income Tax - 16141	7/16/2026	\$431.25
Federal Income Tax - 16142	7/16/2026	\$424.42

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
Federal Income Tax - 16143	7/16/2026	\$656.14
Federal Income Tax - 16144	7/16/2026	\$631.96
Federal Income Tax - 16145	7/16/2026	\$132.65
Federal Income Tax - 16146	7/16/2026	\$128.07
Federal Income Tax - 16147	7/16/2026	\$426.09
Federal Income Tax - 16148	7/16/2026	\$198.67
Federal Income Tax - 16149	7/16/2026	\$207.35
Federal Income Tax - 16150	7/16/2026	\$269.27
Federal Income Tax - 16151	7/16/2026	\$405.98
Federal Income Tax - 16152	7/16/2026	\$0.00
Federal Income Tax - 16153	7/16/2026	\$248.97
Federal Income Tax - 16154	7/16/2026	\$225.27
Medicare - 16138	7/16/2026	\$48.69
Medicare - 16138 (2)	7/16/2026	\$48.69
Medicare - 16139	7/16/2026	\$73.92
Medicare - 16139 (2)	7/16/2026	\$73.92
Medicare - 16140	7/16/2026	\$57.64
Medicare - 16140 (2)	7/16/2026	\$57.64
Medicare - 16141	7/16/2026	\$54.66
Medicare - 16141 (2)	7/16/2026	\$54.66
Medicare - 16142	7/16/2026	\$64.00
Medicare - 16142 (2)	7/16/2026	\$64.00
Medicare - 16143	7/16/2026	\$63.39
Medicare - 16143 (2)	7/16/2026	\$63.39
Medicare - 16144	7/16/2026	\$65.06
Medicare - 16144 (2)	7/16/2026	\$65.06
Medicare - 16145	7/16/2026	\$39.43
Medicare - 16145 (2)	7/16/2026	\$39.43
Medicare - 16146	7/16/2026	\$21.26
Medicare - 16146 (2)	7/16/2026	\$21.26
Medicare - 16147	7/16/2026	\$51.18
Medicare - 16147 (2)	7/16/2026	\$51.18

July 2026 2nd Council Meeting

Reference	Date	Amount Notes
Medicare - 16148	7/16/2026	\$49.15
Medicare - 16148 (2)	7/16/2026	\$49.15
Medicare - 16149	7/16/2026	\$38.57
Medicare - 16149 (2)	7/16/2026	\$38.57
Medicare - 16150	7/16/2026	\$48.72
Medicare - 16150 (2)	7/16/2026	\$48.72
Medicare - 16151	7/16/2026	\$54.63
Medicare - 16151 (2)	7/16/2026	\$54.63
Medicare - 16152	7/16/2026	\$14.91
Medicare - 16152 (2)	7/16/2026	\$14.91
Medicare - 16153	7/16/2026	\$45.69
Medicare - 16153 (2)	7/16/2026	\$45.69
Medicare - 16154	7/16/2026	\$45.00
Medicare - 16154 (2)	7/16/2026	\$45.00
Reference Number: July 1-15, 2026	Payroll Vendor	\$40,811.14
ACH Pay - 16138	7/16/2026	\$2,310.21
ACH Pay - 16139	7/16/2026	\$3,260.08
ACH Pay - 16140	7/16/2026	\$2,605.74
ACH Pay - 16141	7/16/2026	\$2,350.17
ACH Pay - 16142	7/16/2026	\$2,841.43
ACH Pay - 16143	7/16/2026	\$3,159.70
ACH Pay - 16144	7/16/2026	\$3,062.52
ACH Pay - 16145	7/16/2026	\$2,216.72
ACH Pay - 16146	7/16/2026	\$1,276.68
ACH Pay - 16147	7/16/2026	\$2,406.25
ACH Pay - 16148	7/16/2026	\$2,463.13
ACH Pay - 16149	7/16/2026	\$1,994.92
ACH Pay - 16150	7/16/2026	\$2,353.97
ACH Pay - 16151	7/16/2026	\$2,720.86
ACH Pay - 16152	7/16/2026	\$973.89
ACH Pay - 16153	7/16/2026	\$2,492.57

July 2026 2nd Council Meeting

Reference	Date	Amount	Notes
ACH Pay - 16154	7/16/2026	\$2,322.30	
Total		\$216,054.80	

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

Accounts Payable	65	12	160,573.23	40600-40622
Payroll Vendors			-	
Electronic Payments	5	5	481.77	EFT*20260715-19
Electronic Payroll	2	2	14,188.66	EFT*20260720-21
ACH Direct Deposit	17	17	40,811.14	Payroll Jul 1-15, 2026
Total Vouchers	89	36	216,054.80	

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS _DAY OF _____, 2026



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 7/28/2026

Legal Review Required: ☐ Yes ☒ No

Department: Public Works

Submitted By: Will Tastad

Agenda Item Title: Parks Direction from Council

Agenda Type:

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background:

We have a right of way application from a tree removal contractor to remove an overgrown red red maple tree located in the NE corner of the property next to the power box. Owner is requesting removal as it's overgrown and beginning to cause damage to sidewalk. Located right next to electrical utilities.

Fiscal Impact:

☒ None ☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: \$ Funding Source:

Reviewed by Treasurer/Signature: _____

Attachments:

☐ Resolution ☐ Ordinance ☐ Agreement/Contract ☐ Maps/Exhibits ☐ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	

Right of Way/Street Use Application

Applicant: <u>Ben Holcomb, Dirty Fir Tree Service</u>	Phone #: <u>205-238-9988</u>
Name of Organization: <u>↓</u>	Email: <u>dirtyfir11@gmail.com</u>
Mailing Address: <u>1004 Wildwood Ave NE Napavine, WA 98532</u>	
Federal Tax ID#: <u>85-3597112</u>	Insurance Company: <u>GlideWell Insurance</u>
Contact Person: <u>Ben Holcomb</u>	Phone #: <u>205-238-9988</u> Email: <u>dirtyfir11@gmail.com</u>

Location of Proposed Right of Way or Street Use: <u>229 Parkside Loop Napavine</u>	
Description of use: <u>Red maple tree removal located in NE property corner next to power box</u>	
Start Date: <u>TBD</u>	End Date: _____ Hours of Operation: _____
Services required of City: (Ex. Barricades, Street Washing, Striping, Police, etc.) <u>N/A</u>	

Please Include Site Plan for work in Right of Way and/or Map of Streets being used. Include proof of Insurance.

- Will the use of Right of Way/Street result in interference to any traffic or pedestrian flow, require interruption of re-routing of any vehicular or pedestrian traffic, or have any other influence on any traffic?
☐ Yes ☒ No **IF YES**, a traffic control plan is required and must be submitted for approval.
- Will the use of Right of Way/Street cause any damage to the Right of Way/Street?
☐ Yes ☒ No **IF YES**, submit proposal to cover the damage.
- Is this a fund raising or commercial event?
☐ Yes ☒ No **IF YES**, submit intent of use of funds.

Ben Holcomb 7/20/2026
Applicant Signature Date

For City Use Only

Council Approval Required ☐ Yes ☐ No Fees and Charges \$ _____
 Public Works Recommendations: _____

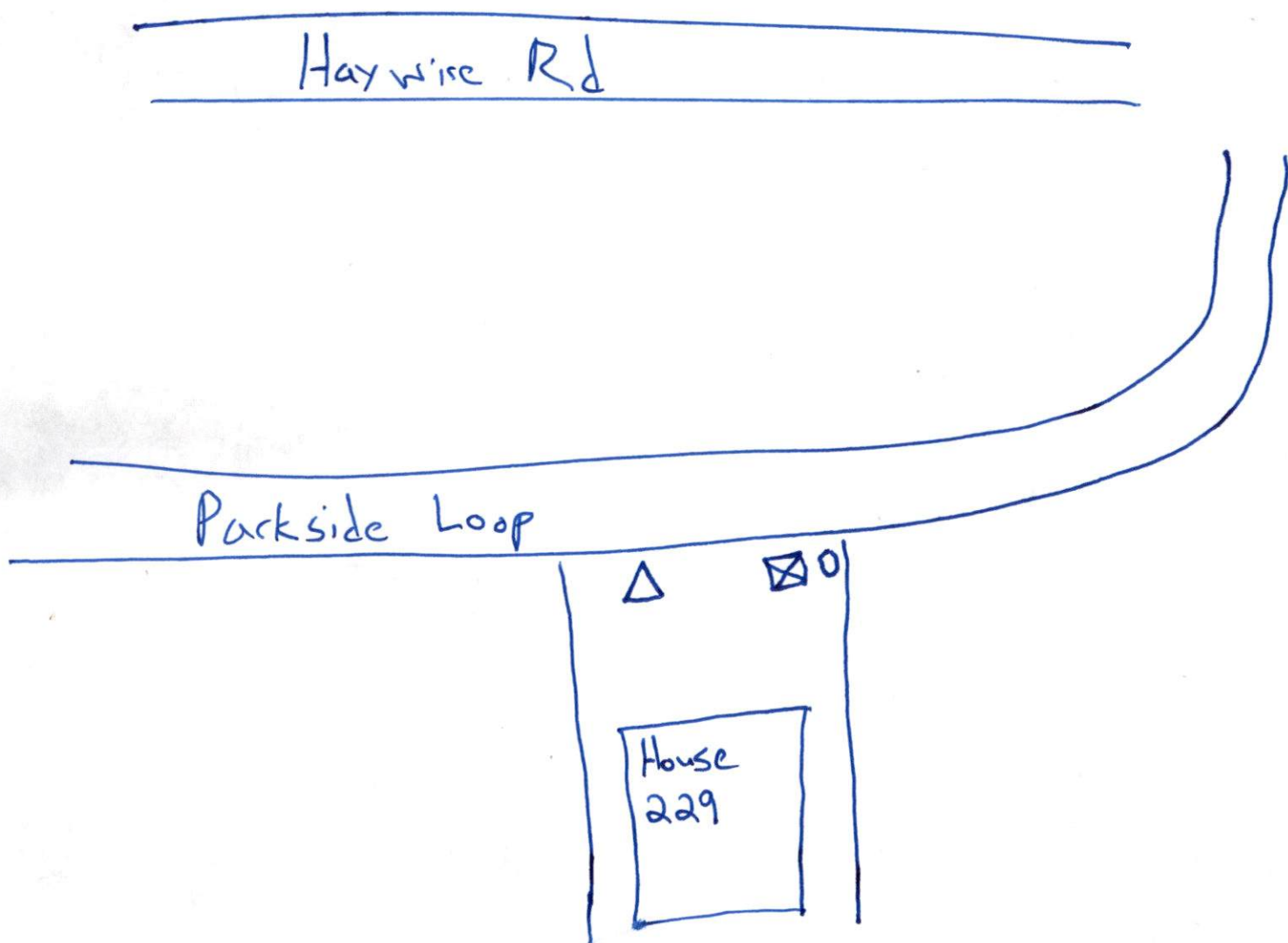
 Presented to Council on _____ Council Action: ☐ Granted ☐ Denied
 Council Comments, Conditions and Requirements: _____

Subject to all the terms, conditions, and provisions written or printed on, or attached to, this form, permission is hereby granted to the above applicant to use the Right of Way/Street as listed above. THIS PERMIT SHALL BE IN EFFECT ONLY FOR THE TIME SPECIFIED ABOVE. **PROOF OF INSURANCE MUST BE ATTACHED.**

City Officials Signature: _____ Date: _____ Expiration Date: _____
 Inspection of Right of Way/Street after Use: _____ Date: _____

Date Received: _____ Received By: _____ Permit Number: _____

Ben Holcomb
Dirty Fir Tree Service
cell: 205-238-9988



- ☒ Tree
- Power Box
- △ Water Line



COUNCIL AGENDA ROUTING FORM

Council Meeting Date: 07/28/2026

Department: Public Works

Submitted By: Will Tastad

Legal Review Required: ☒ Yes ☐ No

Already reviewed by City Attorney

Agenda Item Title: Franchise Agreement Sealink

Agenda Type: Franchise Agreement

☒ Regular Agenda ☐ Public Hearing ☐ Workshop

Requested Action:

☒ Approval ☐ Direction ☐ Information Purposes

Summary / Background: A Franchise Agreement between the City of Napavine and Sealink Networks, Inc. This agreement authorizes Sealink to construct, operate, and maintain a buried conduit and fiber optic telecommunications route running through the City of Napavine right of ways to a telecommunication provider facility in Lewis County.

Fiscal Impact: ☐ Yes ☒ No

☐ Budgeted: ☐ Yes ☐ No

Estimated Cost: N/A Funding Source: N/A

Reviewed by Treasurer/Signature: N/A

Attachments:

☐ Resolution ☐ Ordinance ☒ Agreement/Contract ☐ Maps/Exhibits ☐ Other:

For Admin Use Only:

Approved/Ready for Council: ☐ Yes ☐ No Date Received-Initial: _____.

Review / Accepted by Mayor Shawn O'Neill: _____.

Approved ☐	Denied ☐
Date Action Taken	
Attest:	

Franchise Agreement between the City of Napavine and Sealink Networks, Inc.

THIS FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Napavine, Washington, a municipal corporation (“City”), and Sealink Networks, Inc. (“Grantee”), a telecommunications company. This Agreement authorizes Grantee to construct, operate, and maintain a buried conduit and fiber optic telecommunications route in certain public rights-of-way within the City of Napavine, subject to the terms and conditions herein.

WHEREAS, the City of Napavine is authorized under Washington law (including RCW 35A.47.040) to grant non-exclusive franchises for the use of public streets and rights-of-way for telecommunications facilities; and

WHEREAS, Grantee is developing a backhaul terrestrial fiber optic network supporting its subsea fiber optic cable landing in Westport, WA, with a terrestrial fiber network routing through the City of Napavine and extending to Lewis County, WA; and

WHEREAS, Grantee’s proposed backhaul route will consist of two (2) 1.5” buried conduit and fiber optic cables running through the City of Napavine rights-of-way, to a Telecommunication Provider facility in Lewis County; and

WHEREAS, the portion of the route within the City of Napavine starting on Sommerville Rd, 4,761' east of Old Hwy 603 , fiber path will route east on Sommerville Rd east for 1,259' and route south on Rush Rd for 3,854', then runs southeast on E Stella St for 854', and then runs north and east on W Forest Napavine Rd for 3,659' where it will continue and cross Interstate 5 via horizontal directional drilling to SR 508 into Lewis County under separate franchise agreements with WSDOT Southwest Region and Lewis County; and

WHEREAS, Grantee anticipates procuring materials for the project in mid-2026 and installing the fiber optic facilities in the first half of 2027; and

WHEREAS, the City of Napavine has determined that granting this Franchise to Grantee, on the terms set forth below, will enhance SW Washington and broader regional network transport connectivity to serve the public interest, provided that Grantee’s use of the public way is carefully regulated and subject to applicable codes and standards; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein, the parties agree as follows:

Section 1. Definitions

For the purposes of this Agreement, the following terms have the meanings given below:

City: The City of Napavine, Washington, and its lawful successors and assigns.

Grantee: Sealink Networks, Inc., and its lawful successors or assigns, sometimes also referred to as the “Franchisee.”

Public Right-of-Way or ROW: The public streets, roads, highways, avenues, alleys, lanes, and other public ways or grounds within the City of Napavine, as defined by applicable law, under City jurisdiction and control, that may be used for the placement of telecommunications facilities. This Franchise is specifically limited to the portions of the ROW along Sommerville Rd, Rush Rd, E Stella St and W Forest Napavine Rd, as described in this Agreement (the “Franchise Area”).

Franchise Area: The segment of the public rights-of-way within the City limits of Napavine in which Grantee is authorized to install its Facilities under this Agreement, specifically: Starting on Sommerville Rd, 4,761' east of Old Hwy 603, fiber path will route east on Sommerville Rd east for 1,259' and route south on Rush Rd for 3,854', southeast on E Stella St for 854', north and east on W Forest Napavine Rd for 3,659'.

Facilities: Grantee’s fiber optic telecommunication facilities authorized by this Franchise, including but not limited to underground conduits, fiber optic cables, wires, handholes, utility holes, pull boxes, splice enclosures, markers, and related appurtenances that are installed and operated by Grantee to deliver telecommunication transport services. These Facilities shall be located underground (buried) unless otherwise approved by the City.

Telecommunications Service: The transmission of information by wire, fiber, or optical cable for hire to the public, including data, telephone, or broadband services (but excluding “cable services” as defined in 47 U.S.C. § 522 and other services requiring a separate cable franchise).

Director: The City’s Director of Public Works or other City official designated to administer and oversee permits and use of the public right-of-way.

NMC: Napavine Municipal Code.

RCW: The Revised Code of Washington.

Any term not specifically defined in this Agreement shall, as applicable, have the meaning provided in the Napavine Municipal Code or, if not defined in the NMC, the meaning prescribed by state or federal law.

Section 2. Grant of Franchise

2.1 Grant: The City hereby grants to Grantee a non-exclusive franchise (“Franchise”) to enter upon and use the public Rights-of-Way in the Franchise Area for the limited purpose of constructing, installing, operating, maintaining, removing, and repairing Grantee’s fiber optic Facilities identified herein. This Franchise grants general permission to occupy the specified City

ROW, but only for Grantee's buried conduit and fiber optic cable system to transport telecommunications signals (the "Backhaul Route"). No rights to use or occupy any other City property or areas outside the Franchise Area are granted by this Agreement.

2.2 Term: The term of this Franchise shall be thirty (30) years from its effective date, unless sooner terminated as provided herein. The City may, by ordinance, renew or extend this Franchise for an additional term (or terms) upon written request of Grantee, provided that Grantee is in compliance with the terms of this Agreement and any renewal is approved pursuant to applicable law. Grantee shall notify the City at least 6 months prior to the expiration of the initial term if it seeks renewal. Any renewal shall be subject to City Council approval and an ordinance enactment in accordance with law.

2.3 Non-Exclusivity: This Franchise is and shall remain non-exclusive. It does not in any way prevent or prohibit the City from granting other franchises or permits for use of City rights-of-way to other persons or entities (whether similar to Grantee's use or for other public or private utilities). The City retains the right to construct, install, and maintain its own public facilities or utilities in the ROW, or to permit third-party use of the ROW, in its sole discretion. Grantee's rights hereunder are subject to the rights of the City and the public to fully and freely use the right-of-way for public purposes. Nothing in this Franchise shall be construed to establish any priority or exclusivity in favor of Grantee or its Facilities over any other present or future users of the public ways.

2.4 Limited Purpose – No Cable TV or Other Services: The rights granted herein are limited to the provision of *telecommunications transport or communications infrastructure*. This Franchise does not authorize Grantee to provide cable television service or operate as a cable operator; any cable TV or multi-channel video programming services to the public would require a separate cable franchise in compliance with applicable law. Likewise, this Franchise does not authorize the use of Grantee's Facilities for personal wireless service facilities (small cells), or any other use not expressly stated. Grantee shall not use the Franchise Area for any purposes other than installation, operation, and maintenance of the fiber optic Backhaul Route described.

2.5 Superior Rights: Grantee's rights granted herein are subject to the lawful paramount control of the City (including regulatory authority) and to the public's use of the right-of-way. This Franchise shall not be construed as any warranty of title or interest in the City's rights-of-way.

2.6 Acceptance of Franchise: This Franchise shall become effective only after the ordinance adopting it has become effective as provided by law and Grantee has filed its written acceptance of this Agreement. Grantee shall accept the terms of this Franchise in writing within 30 days after the City's final approval of the ordinance granting it. If Grantee does not accept within 30 days, this Franchise shall be void unless extended by City Council. By accepting this Franchise, Grantee covenants and agrees to be bound by all terms and to comply with City ordinances and regulations now in effect or hereafter adopted that are applicable to the use of the rights-of-way for such Facilities.

Section 3. Scope of Use and Conditions on Right-of-Way Use

3.1 Location of Facilities; Underground Installation: All Facilities installed under this Franchise shall be located within the Franchise Area as defined and shall be placed underground (buried) within conduit except as the City may specifically authorize otherwise in writing (for example, above-ground cabinets or vaults, if approved, or temporary above-ground lines in emergencies). Grantee acknowledges that City policy generally requires underground installation of new utility facilities for aesthetic and safety reasons.

3.2 No Unreasonable Interference: Grantee's Facilities and operations within the ROW shall be managed so as to cause no undue hazard or interference with the public's use of the right-of-way. Grantee's use shall not unreasonably obstruct or hinder the usual travel or public safety on such rights-of-way, nor shall it hinder the maintenance, improvement, or expansion of any public infrastructure. Grantee shall avoid damage or interference with pre-existing utilities, drainage facilities, or other installations in the ROW. In the event of any damage to the property of the City or others, or any interruption of utility or communications service due to Grantee's activities, Grantee shall promptly notify the City and the affected party and undertake all necessary repairs or restoration without delay at its own expense.

3.3 Police Powers and Future Regulation: The City reserves its rights under its police powers to adopt and enforce generally applicable ordinances necessary to protect public health, safety, and welfare in the use of the rights-of-way. Any privileges granted under this Franchise are subordinate to any lawful exercise of the City's police power. Grantee agrees to comply with all present and future City ordinances and regulations of general applicability with respect to use of public rights-of-way, provided that such ordinances do not impair the vested rights granted by this specific Franchise except as allowed by law. Nothing in this Franchise shall be construed to prevent the City from requiring relocation of Grantee's Facilities as needed for public projects (per Section 3.4 or from exercising any other authority it has under law.

3.4 Duty to Relocate or Adjust Facilities: Grantee agrees at its sole cost to protect, support, temporarily disconnect, relocate, or remove its Facilities in the ROW when required by the City for public convenience. If the City in its judgment finds it necessary to alter, relocate, or improve a public road, right-of-way, or utility installation, or to perform construction, reconstruction, maintenance, or repair of public infrastructure, Grantee shall, upon written notice from the City, promptly relocate or adjust its Facilities as directed, at Grantee's own expense (except as state law may provide for reimbursement in certain cases, such as for qualifying municipal projects under RCW 35.99.060). Similarly, in case of emergency where the City needs Grantee's Facilities relocated immediately to protect the public or to restore service, the City shall notify Grantee to the extent practicable and may relocate or remove the Facilities itself, in which case Grantee shall reimburse the City's costs.

3.5 Vacations of Right-of-Way: If at any time during the term of this Franchise the City vacates (discontinues public use of) any City right-of-way or portion thereof within the Franchise Area, the City shall endeavor to expressly reserve, to the extent permitted by law (see RCW 35.79.030), an easement or right for Grantee's existing Facilities within the vacated area. The intent is to allow Grantee to continue to operate and maintain its previously installed Facilities in that location for

the remaining duration of this Franchise term, provided that Grantee's continued use does not unduly interfere with the future use of the vacated property. If the City's vacation ordinance does not reserve such utility easement and Grantee's Facilities would not be permitted to remain, then Grantee shall, at its expense, remove or relocate its affected Facilities from the vacated area within 180 days of receiving notice of the vacation (or within the time frame specified in the vacation ordinance or by the City). Grantee shall restore the area consistent with Section 4.5 (Restoration) below. Grantee agrees that it acquires no compensable property right in the event of a street vacation; the City's retention or non-retention of an easement is within its sole discretion consistent with law.

3.6 Grantee's Contact and Communications: Grantee designates Steve LeVeck and Ryan Wopschall as their primary contacts for communications with the City regarding the construction and maintenance of the Facilities and all matters concerning this Franchise. The City shall direct any routine notices and inquiries to Grantee's designated representatives at the contact information provided by Grantee. Grantee may change its designated contact person by providing written notice to the City. Additionally, for purposes of official notices under this Franchise (including legal notices), the parties designate the following addresses:

To the City: City of Napavine – Attn: Mayor, 407 Birch Ave SW, PO Box 810, Napavine, WA. 98565; with a copy to the City Clerk at City of Napavine – Attn: City Clerk, 407 Birch Ave SW, PO Box 810, Napavine, WA. 98565.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee's legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

All notices shall be in writing and delivered by personal service, certified mail (return receipt), or recognized courier. Notices shall be effective upon receipt or refusal of delivery. The parties shall promptly notify each other of any changes in contact information.

Either party may update its address by providing written notice to the other party. Notices shall be deemed delivered upon actual receipt, or three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight courier.

Section 4. Permits and Construction Standards

4.1 Permitting Requirement: Before commencing any construction, excavation, installation, or maintenance of Facilities within the ROW, Grantee shall apply for and obtain such permits as are required by the City for the work (e.g., right-of-way use permits, street opening permits, building/electrical permits). Grantee shall file plans with the City showing the proposed location of the Facilities and comply with all permit terms and conditions. The Franchise itself does not substitute for or eliminate the need for individual project permits.

4.2 Compliance with Standards: Grantee shall construct and maintain its Facilities in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws and regulations. Grantee's work in the ROW shall conform to the NMC and the City's generally

applicable standards for placement of utilities in the rights-of-way, including (but not limited to) any underground requirements, construction specifications, erosion control requirements, and traffic control requirements. Work shall be performed in a manner that minimizes interference with vehicular and pedestrian use of the ROW and public and private property. Grantee shall utilize suitable barricades, flags, lights, signage, cones, and other measures as needed for safety and traffic control. Grantee shall ensure that all areas of the work are secured against hazard when work is not occurring.

4.3 Survey of Underground Facilities: Before opening or excavating any paved area in the ROW, Grantee shall make effort to determine the location of any underground utility facilities (including its own) that might be in conflict. Grantee shall notify all known owners of underground facilities within the work zone and shall call for utility locates via the “One-Call” system (811), in advance of excavation as required by state law (Chapter 19.122 RCW). Grantee shall support and protect any existing pipes, wires, or facilities that may be affected by Grantee’s work. If required by the City, Grantee shall pothole or physically expose existing underground facilities to ascertain their precise location to avoid damage.

4.4 Timely Completion of Work; Site Safety: Grantee shall diligently complete all work within the time stated in the applicable permit (or any extension thereof granted by the City) and leave all work areas in a condition that is safe and secure. Grantee shall not unreasonably leave open or unfinished any trench or excavation in the ROW. During any period of inactivity, Grantee shall securely cover or barricade all open excavations and remove or secure any equipment or stored materials, to prevent hazards to vehicles or pedestrians.

4.5 Restoration of Public Property: After performing any work in the ROW, Grantee at its expense shall promptly restore the affected roadway, sidewalk, planting strip, public utilities, or other public infrastructure to the same condition or better as existed before the work, in accordance with the City of Napavine’s codes or applicable engineering standards in effect at the time of the work. Restoration must be completed in a timely manner following the completion of the work, with temporary measures (such as cold patch) provided immediately if permanent restoration cannot be done promptly. All excavations shall be backfilled and compacted to City standards, and any pavement cuts shall be repaired with asphalt or concrete surfacing matching the existing road grade and material, to the satisfaction of the City’s inspector. If weather or other conditions do not permit immediate permanent restoration, Grantee shall provide temporary restoration and thereafter complete permanent restoration when conditions allow. Grantee warrants any street restoration work against defects in workmanship or materials for a period of two (2) years from completion. If any restored area settles, deteriorates, or otherwise fails within that period, Grantee shall repair and restore it again to City standards at its expense. In the event Grantee fails to restore the ROW as required, and after written notice and reasonable opportunity to cure (or immediately, if emergency conditions warrant), the City may perform the needed restoration, and Grantee shall reimburse the City for the full cost upon demand. The provisions of this Section shall survive termination or expiration of the Franchise with respect to any work performed in the ROW.

4.6 Mapping and As-Builts: Upon substantial completion of new Facilities installation, Grantee shall provide the City with “as-built” drawings or maps showing the horizontal and vertical location of the Facilities installed in the ROW, in a format reasonably requested by the City (e.g.,

electronic CAD/GIS files and/or hard copy plans). Grantee shall also mark or cause its Facilities to be locatable via standard underground locating methods (e.g., install tracer wire or electronic markers) to facilitate future utility locates. The City shall use any provided as-built information for municipal purposes only and shall not disclose it to third parties except as required by law (recognizing that utility as-builts may be exempt from public disclosure under RCW 42.56.420 for security reasons).

4.7 Permitting and Inspection Fees: Grantee shall promptly pay all applicable permit fees, plan review fees, and inspection fees charged by the City for activities under this Franchise, on a non-discriminatory basis with other similar ROW users. Such fees are intended to cover the City's actual costs of administering permits and supervising work in the ROW and are not in lieu of any franchise fee. (The City does not impose a separate franchise fee on telecommunications service providers at this time, aside from general utility taxes, per RCW 35.21.860.) Nothing herein shall exempt Grantee from any utility taxes, assessments, or general taxes legally imposed on other telecommunications or utility providers in the City; Grantee shall pay all applicable local business taxes or utility taxes levied by the City in accordance with NMC and Washington law. No franchise fee is imposed by this Agreement, consistent with RCW 35.21.860(1)(c), except that the City reserves the right to collect a fee to recover actual administrative expenses in granting this Franchise (if not already covered by application fees) and to require reimbursement of the City's costs if extraordinary expenses are incurred due to Grantee's operations.

4.8 Permits Not Substitute for Franchise: Grantee acknowledges that any City permit for work in the ROW (for example, an excavation permit) is separate from and in addition to this Franchise. The Franchise authorizes the general use of the ROW for the stated purpose, but Grantee must still obtain all specific location permits (e.g., street cut permits) for each project, as required by City code. Likewise, issuance of this Franchise does not excuse Grantee from obtaining any required consents or permits from third parties, such as the owners of utility poles (for pole attachments) or other regulatory agencies (for example, approvals from the Washington Department of Transportation if state highways are involved, or environmental permits if applicable). Grantee is solely responsible for securing any such additional authority. The Franchise is not a substitute for any development permit, building permit, street use permit, or other license required by City ordinance or other laws.

4.9 Duty to Remove or Relocate Facilities Upon Project Completion or if Not In Use: If Grantee installs any temporary facilities or relocates facilities as part of a project and those temporary facilities are no longer needed upon completion, Grantee shall promptly remove them. In general, Grantee shall not abandon any of its Facilities in the ROW during the term of this Franchise without the City's written consent. Upon completion of initial construction of the Backhaul Route, Grantee shall report to the City that construction is complete, and all areas restored, so that the City may perform a post-construction inspection. If any portion of Grantee's Facilities are ever permanently deactivated or not intended for future use, Grantee shall inform the City and, at City's request, remove such Facilities (unless the City allows them to remain for potential future reactivation or for the City's use). This requirement survives termination of the Franchise.

Section 5. Indemnification and Insurance

5.1 Indemnification of City: Grantee shall defend, indemnify, and hold harmless the City of Napavine, its officers, elected and appointed officials, agents, and employees (collectively, the “City Indemnitees”) from and against any and all claims, demands, lawsuits, losses, liabilities, fines, penalties, damages, judgments, costs, or expenses (including reasonable attorneys’ fees and court costs) arising out of, or in connection with, any injury, death, or damage to any person or property to the extent caused by (a) Grantee’s construction, installation, operation, maintenance, or removal of Facilities in the public right-of-way, (b) Grantee’s provision of services or failure to provide services over its Facilities, or (c) any act or omission of Grantee or its agents, contractors, or employees in exercising the rights granted under this Franchise. This indemnity obligation includes any claims alleging harm or damages arising from Grantee’s excavation or obstruction of the ROW, or from any defect in the Facilities. Grantee’s indemnification shall not apply to the extent that any claim or damage is caused by the sole negligence or willful misconduct of the City or its officials or employees. In the event of concurrent negligence of Grantee and the City, Grantee’s liability for indemnification shall be limited to its proportionate share of negligence. Grantee expressly acknowledges that this indemnification obligation shall survive the expiration, revocation, or termination of this Franchise.

5.2 Defense of Claims: If any claim or lawsuit arises for which Grantee is obligated to indemnify the City under Section 5.1, Grantee shall, upon notice from the City, defend the City and the other City Indemnitees at Grantee’s sole expense, using legal counsel acceptable to the City. Grantee shall have the right to control the defense and settlement of such claim; however, it shall not agree to any settlement that admits liability on the part of the City or imposes non-monetary obligations on the City without the City’s written consent. The City shall cooperate in the defense as reasonably requested by Grantee, at Grantee’s cost. If a court of competent jurisdiction determines that this Franchise requires Grantee to indemnify for claims caused by the City’s negligence, this Franchise shall be deemed automatically reformed to provide that Grantee’s indemnity obligation shall be limited to the extent of Grantee’s negligence or fault (so that no illegal indemnification of the City’s sole negligence occurs). It is the intent of the parties that Grantee’s indemnification obligations be as broad as allowed by law and consistent with Chapter 4.24 RCW.

5.3 Insurance Requirements: Grantee shall procure and maintain during the full term of this Franchise (and any renewal or extension) insurance coverages meeting the following minimum requirements:

- **Commercial General Liability (CGL)** insurance on an occurrence form, with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, and \$4,000,000 general aggregate. The CGL policy shall include coverage for premises/operations, products-completed operations, contractual liability (specifically covering Grantee’s indemnity obligations hereunder), and explosion, collapse, and underground (XCU) hazards. If the CGL policy contains a general aggregate limit, it shall apply separately to this Franchise or be no less than two times the occurrence limit.

- **Automobile Liability** insurance with a minimum combined single limit of \$1,000,000 each accident, covering all owned, hired, and non-owned vehicles used in connection with Grantee's activities.
- **Workers' Compensation and Employer's Liability** insurance in form and amounts required by Washington law. The workers' compensation policy shall include a waiver of subrogation in favor of the City, if available. Employer's Liability coverage shall be not less than \$1,000,000 each accident/disease. (Grantee may self-insure Worker's Compensation if permitted by law but shall provide evidence of state certification of self-insurance.)
- **Umbrella or Excess Liability** insurance (if needed) to bring the combined coverage limits of CGL, Auto, and Employer's Liability to at least \$5,000,000. The umbrella coverage must be at least as broad as the underlying liability coverages.

5.4 Additional Insured; Primary Coverage: The CGL and Auto Liability policies shall name the City of Napavine, its officers and employees as additional insureds for liability arising from Grantee's operations and the rights granted under this Franchise. The policies shall be endorsed to provide that Grantee's insurance is primary and non-contributory with any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of Grantee's insurance and shall not contribute. The Grantee's coverage shall further include an endorsement (ISO CG 20 12 or equivalent) providing additional insured status for a governmental entity issuing permits.

5.5 Evidence of Insurance: Upon acceptance of this Franchise and prior to commencing any work in the ROW, Grantee shall provide the City with certificates of insurance and copies of endorsements evidencing the coverage and conditions required by this Section. The certificates shall indicate the coverage, limits, policy number, expiration date, and all special requirements (additional insured, primary, etc.). Grantee shall keep its insurance in effect at all times during the Franchise term and any removal period. Renewal certificates shall be provided to the City at least annually. The City's receipt or review of any insurance certificate shall not relieve Grantee of its duty to ensure that insurance meets the requirements. If Grantee's insurance is provided under a claims-made form, Grantee shall either maintain "tail" coverage of at least three (3) years after the expiration of the policy or obtain replacement coverage with retroactive date on or before the inception of work under this Franchise.

5.6 Cancellation or Lapse of Insurance: Grantee's liability insurance policies shall provide that they may not be canceled, non-renewed, or materially reduced in coverage except upon 30 days' prior written notice to the City (10 days for cancellation due to non-payment of premium). If any policy is due to expire during the term, Grantee shall supply a renewal certificate at least 10 days prior. In the event that any required insurance shall lapse, be canceled, or for any reason become invalid during the Franchise term, Grantee shall promptly obtain replacement coverage and provide proof to the City. If Grantee fails to maintain required insurance, it shall be deemed a material breach of the Franchise, and in addition to other remedies, the City may suspend Grantee's operations in the ROW until insurance is reinstated, or after due notice, may revoke the Franchise according to Section 7.

5.7 Self-Insurance: Grantee may request to self-insure any of the above-required insurance coverages. Grantee shall not self-insure unless it has provided documentation to the City of its ability to self-insure and the City's risk manager and City Council (as applicable under City procedures) has approved in writing such self-insurance. If self-insurance is approved, Grantee agrees that (i) the City shall be entitled to enforcement of all indemnity and hold harmless provisions of this Franchise as if such insurance were in place, and (ii) any failure by Grantee to fund any self-insured claim or to otherwise act as an insurer shall be considered a material breach of this Franchise. Grantee shall provide, if requested by City, details of its self-insurance program including financial information to establish adequacy of reserves.

5.8 No Limitation of Liability: Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity. In no case shall the City be entitled to duplicate recovery of compensatory damages (e.g., if City is indemnified by Grantee's insurer, it cannot also recover the same damages from Grantee). The indemnity and defense obligations of Grantee in this Franchise (Section 5.1) are undertaken in addition to, and shall not be limited by, the insurance obligations in this Section.

Section 6. Term, Renewal, and Termination

6.1 Term: The initial term of this Franchise is thirty (30) years from its effective date (defined in Section 9 below), unless earlier terminated by the City or surrendered by Grantee in accordance with the provisions herein.

6.2 Renewal: This Franchise may be renewed or extended for additional term(s) if the City, in its sole discretion, grants a renewal by ordinance, and Grantee agrees to any new or revised franchise terms. Grantee shall request any renewal in writing at least 180 days (6 months) before the expiration of the current term. The City shall evaluate any request for renewal in accordance with applicable law and City policies in effect at that time. The City may condition renewal on the agreement of Grantee to comply with new regulations or to accept additional terms that are consistent with the requirements for similar infrastructure at that future time. Any renewal shall be set forth in a written amendment or a new franchise agreement approved by the City Council and accepted by Grantee.

6.3 Holdover Tenancy: If Grantee continues to occupy and use the ROW after the expiration of this Franchise without a renewal or extension formally approved, and the City has not demanded the removal of Grantee's Facilities, such continued use (with City's acquiescence) shall be on a month-to-month basis under the same terms herein, terminable by the City at any time on 60 days' notice. However, nothing herein authorizes Grantee to maintain its Facilities in the ROW after the Franchise expiration without City consent; if no renewal is agreed and the City demands removal, Grantee must remove its Facilities as provided in Section 6.5. The City's forbearance or failure to insist on removal shall not constitute a waiver of its right to require removal at any subsequent time.

6.4 Franchise Surrender: Grantee may surrender or terminate this Franchise prior to expiration by giving the City no less than 90 days' written notice of intent to surrender, subject to City approval. No such termination shall be effective unless the City confirms in writing acceptance of the surrender, which it shall not unreasonably withhold. However, the City may condition acceptance on removal of Facilities and restoration of ROW to the City's satisfaction (or may allow certain facilities to be abandoned in place or transferred to the City at City's option). Grantee remains obligated to pay any compensation due to the City (such as any unpaid permit fees or taxes) and to fulfill any indemnity obligations for incidents occurring prior to termination.

6.5 Removal of Facilities at End of Term: Upon expiration of this Franchise (without renewal) or upon any termination or revocation of this Franchise, the City may direct Grantee to remove all of its Facilities from the public rights-of-way at Grantee's sole expense within a reasonable time period specified by the City (for example, within 180 days). Grantee shall thereupon safely remove its Facilities, cap or seal any open conduits or ducts, and restore the ROW as close as reasonably possible to its original condition before the installation of the Facilities (per the standards of Section 4.5). The City may choose to waive all or part of this removal requirement if the City determines that particular Facilities may be useful for other service providers or for the City's own use; in such case, with the City's consent and the mutual agreement of the parties, those Facilities may be abandoned in place. If the City agrees in writing to assume ownership of any Facilities abandoned in place, then title to such Facilities shall vest in the City upon the City's written acceptance. If the City does not expressly accept ownership of the abandoned Facilities, they shall remain the property and responsibility of Grantee. Title to abandoned Facilities shall not vest in the City unless the City accepts ownership in writing. If Grantee fails to remove any Facilities as required within the time allowed, the City may deem those Facilities abandoned and may take possession and dispose of them in any manner allowed by law or may remove them at Grantee's cost. Grantee shall reimburse the City for actual removal and disposal costs incurred due to Grantee's failure to remove. The obligations in this Section shall survive the termination or expiration of the Franchise.

Section 7. Franchise Violations, Revocation, and Remedies

7.1 Events of Default: The following shall constitute a material breach and default of this Franchise by Grantee, unless otherwise excused under Section 7.6 (Force Majeure):

(a) Grantee's failure to comply with any material provision of this Franchise or of City ordinances governing use of the ROW, including but not limited to failure to obtain required permits, failure to pay required permit fees or taxes, or failure to relocate or remove Facilities as lawfully required by the City;

(b) Grantee's failure to substantially complete initial construction of the Backhaul Route Facilities within a reasonable time frame. (Grantee shall commence construction of the Backhaul Route no later than December 31, 2027, and shall complete installation of the Facilities and restoration of the affected rights-of-way within one hundred eighty (180) days thereafter, subject to extension for force majeure (Section 7.6) or City-approved delay. Unreasonable delay or abandonment of

the project without cause shall be a breach. If construction is delayed due to permitting, supply chain, or other circumstances beyond Grantee's control, the City may extend the completion deadline in writing.);

(c) Grantee's insolvency or bankruptcy: If Grantee is adjudicated bankrupt, or a receiver or trustee is appointed for Grantee's major assets and is not discharged within 60 days, or if Grantee makes an assignment for benefit of creditors or is unable to pay its debts, the City may deem that a default (to the extent permitted by applicable bankruptcy law);

(d) Any unauthorized assignment or transfer of the Franchise, or failure to obtain City approval for a change in control of Grantee when required under Section 8;

(e) Grantee's material misrepresentation in any application, proposal, or disclosure to the City during the negotiation or term of the Franchise, where such misrepresentation concerns a substantive matter and was relied upon by the City;

(f) Grantee's repeated violations or disregard of the City's orders or notices issued pursuant to this Franchise (for example, repeated failure to correct defective work in the ROW, or repeated incidents of working without permits); or

(g) Public safety risk: If Grantee's Facilities or operations present an imminent hazard to public health or safety, or Grantee's actions cause material damage to public property and Grantee fails to promptly take curative action. (In such events, the City may take immediate emergency action as needed, apart from the Franchise enforcement process, to protect the public.)

7.2 Notice and Opportunity to Cure: In the event the City believes Grantee has committed an act of default under Section 7.1, the City shall first give written notice to Grantee describing the nature of the alleged violation, default, or breach. Grantee shall have a reasonable period to cure the default, which shall be 30 days from receipt of the notice, or such longer period as specified by the City (or as may be necessary given the nature of the default, so long as Grantee promptly commences and diligently pursues a cure). For example, if the default is failure to pay fees, Grantee must pay within 30 days; if the default is failure to remove or relocate Facilities, Grantee must begin removal within 90 days and complete it as soon as practicable. If Grantee cures the default within the stated time or initiates steps to cure and the City is satisfied with the progress, the City shall not take further action.

7.3 Revocation Process: If Grantee fails to cure a default within the allotted time, or if the default is of a nature that cannot be cured, the City Council may by ordinance revoke this Franchise. However, prior to revocation, Grantee shall be given the opportunity for a hearing before the City Council (or a hearing examiner, at the City's option) upon at least 20 days' written notice to Grantee of the hearing date and the grounds for revocation. At the hearing, Grantee may present evidence and argue that no default has occurred or that revocation is not the appropriate remedy. The City Council shall consider the evidence and determine whether to revoke the Franchise or take other appropriate action. The City Council's decision shall be in writing and a copy provided to Grantee. The City may, in its discretion provide an additional cure period or impose lesser sanctions (such as monetary penalties, suspension of new permits, or other enforcement measures)

in lieu of revocation, if the Council finds that the default is curable or that Grantee has made substantial effort to cure.

7.4 Obligations Upon Revocation/Termination: If the City revokes this Franchise for cause, or if Grantee otherwise ceases its operations and abandons the Backhaul Route, Grantee shall be obligated to remove its Facilities and restore the ROW as provided in Section 6.5, unless the City agrees in writing to allow certain Facilities to remain (with or without transfer of ownership to the City). Grantee's indemnification (Section 5.1) and insurance obligations shall survive any revocation as to claims arising from events occurring prior to removal of Facilities. The City may also enforce any performance bond or security fund (if required) to cover removal and remediation costs or any unpaid fees. Grantee shall be liable to the City for all direct costs incurred by the City as a result of the breach and revocation, including reasonable attorneys' fees and expenses. However, Grantee shall not be responsible for punitive or consequential damages arising from revocation except as allowed by law.

7.5 Other Remedies: In addition to revocation, the City reserves the right to pursue any legal or equitable remedy available under law for Grantee's violation of the Franchise or failure to comply with applicable law. This includes, without limitation, injunctive relief to compel compliance, specific performance, or the recovery of damages. The City's enforcement rights are cumulative and not exclusive; exercising one remedy (such as drawing on a bond or obtaining an injunction) does not preclude the City from later revoking the Franchise for the same breach if not cured. Likewise, the City may impose civil penalties or fines for violations as authorized by City ordinance or state law, in addition to any remedies under this Franchise. Grantee shall pay all reasonable costs, including attorneys' fees, incurred by the City in enforcing the provisions of this Franchise against Grantee.

7.6 Force Majeure: Grantee shall not be deemed in default or subject to enforcement or revocation for failure to perform its obligations under this Franchise if such failure is caused by events or circumstances beyond Grantee's reasonable control. For purposes of this Franchise, "Force Majeure" events include acts of God; natural disasters (e.g., earthquakes, floods); strikes or labor disturbances; war or terrorism; civil disturbances; governmental orders or restraints (not caused by Grantee's actions); or inability to obtain permits or materials due to governmental moratoria or global supply chain disruptions. In the event of a Force Majeure that prevents Grantee's performance, Grantee shall notify the City as soon as practicable, describing the impact on performance. Grantee's time for performance shall be extended for the duration of the force majeure delay. However, Force Majeure shall not excuse (a) Grantee's failure to pay any sums due, or (b) any delay caused by lack of funds or financial hardship. The City may require Grantee to reasonably mitigate the effects of any Force Majeure (for example, by temporary work-around solutions) if feasible.

7.7 City Reservation of Rights: Nothing in this Section 7 limits or waives any right the City may have under law to apply and enforce general ordinances, zoning or safety regulations, or to take action under the City's police power to protect the public in urgent circumstances. If the City declares an emergency or disaster under law, nothing in this Franchise shall preclude or limit any action the City is entitled to take to respond to that emergency, including (without limitation)

requiring the shoring, removal, or protection of Grantee's Facilities in the ROW, as necessary for public safety or protection of property.

Section 8. Assignment, Transfer, and Change of Control

8.1 Franchise Not Exclusive: This Franchise is for the benefit of Grantee and does not limit the City's ability to grant similar franchises to any other entity. The City also retains the right to use the public rights-of-way itself or through contractors for any purpose, including the provision of telecommunications or other utilities, in a manner consistent with law.

8.2 No Assignment Without Consent: Grantee shall not sell, assign, transfer, or convey this Franchise (or otherwise transfer any ownership or control of the Facilities in the ROW) without the prior written consent of the City, which the City shall not unreasonably withhold. The foregoing includes any transfer of majority ownership or control of Grantee (a "change in control," whether accomplished by merger, sale of stock, or otherwise). The City's approval may be granted by the City Mayor in the case of an assignment to an affiliate controlling, controlled by, or under common control with Grantee (where the operations and assets remain substantially the same). In all other cases, such approval shall be by City Council resolution or ordinance. The City may condition any approval on the successor's agreement to comply with all Franchise obligations and may require the successor to sign an acceptance of the Franchise. Grantee shall reimburse the City for any reasonable processing costs (including legal fees) incurred in reviewing any requested assignment.

8.3 Collateral Assignment: Notwithstanding Section 8.2, Grantee may pledge or grant a security interest in its rights under this Franchise to a lender for financing purposes, without City consent, provided that such pledge or mortgage shall be subject to the rights of the City under this Franchise.

8.4 Transfers Violating Franchise: Any attempt to assign or transfer this Franchise or to change control of Grantee without the City's consent shall be null and void. In addition to any other remedies, any such attempted transfer shall be an event of default under Section 7.1(d) above.

Section 9. General Provisions

9.1 Franchise Effective Date: This Franchise shall take effect on the effective date of the City ordinance adopting it, after acceptance by Grantee (the "effective date"). If this Franchise is approved by the City Council on second reading on _____, 2026, it is expected to take effect on _____, 2026. The City shall provide Grantee with a copy of the enacted ordinance upon its adoption.

9.2 Franchise Acceptance and Publication Costs: Grantee shall bear the cost of all publications (if any) of this Franchise ordinance, as may be required by law. Grantee shall also reimburse the

City for any publication costs incurred for any subsequent ordinance which extends, amends, or renews this Franchise.

9.3 Integration; Voluntary Agreement: This Franchise represents the entire understanding and agreement between the parties as to its subject matter and supersedes all prior oral discussions and negotiations and any prior writings or proposals, except as specifically incorporated by reference. Both parties have participated in the drafting of this Agreement and the express terms of the Agreement control and govern all representations. The parties acknowledge that they have voluntarily entered into this Franchise, and that no promise or inducement not expressed in the Agreement has been made to them.

9.4 Severability: If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the Franchise as a whole or any part thereof other than the part held invalid. The parties shall, in good faith, reform the Agreement to replace any invalid or unenforceable provision with a valid provision that most closely approximates the original intent and economic effect of the invalid provision.

9.5 Amendment: This Franchise may be amended only by written instrument, signed by both parties, which specifically states the intent to amend the Franchise. Minor deviations in the location of the Backhaul Route or Facilities that are approved by the City through the permitting process shall not require a formal amendment, provided that any significant expansion or addition to the route or the Facilities (beyond the general scope contemplated herein) shall require either an amendment or a separate franchise.

9.6 Non-Waiver: The failure of either party to insist upon strict performance of any provision of this Franchise, or to exercise any right or remedy upon breach of any provision, shall not constitute a waiver of the breach or of any future enforcement of the provision. A waiver of any one breach shall not constitute a waiver of any other or subsequent breach. Acceptance by the City of any payment due under this Franchise shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance be deemed a release of any claim the City may have for further sums payable.

9.7 Notices: Notices required by this Franchise shall be delivered to the following:

To the City: City of Napavine – Attn: Mayor, 407 Birch Ave SW, PO Box 810 Napavine, WA. 98565; with a copy to the City Clerk at City of Napavine – Attn: City Clerk, 407 Birch Ave SW, PO Box 810 Napavine, WA. 98565.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee's legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

All notices shall be in writing and delivered by personal service, certified mail (return receipt), or recognized courier. Notices shall be effective upon receipt or refusal of delivery. The parties shall promptly notify each other of any changes in contact information.

Either party may update its address by providing written notice to the other party. Notices shall be deemed delivered upon actual receipt, or three (3) business days after mailing if sent by certified mail, or the next business day if sent by overnight courier.

9.8 Guarantee of Performance: The individual signing this Franchise on behalf of Grantee personally guarantees Grantee's performance of all obligations herein.

9.9 Authority to Sign: The undersigned City official and corporate officer of Grantee represent and warrant that they have full power and authority to execute this Franchise on behalf of the City of Napavine and Sealink Networks, Inc., respectively, and that this Agreement, once executed, shall be a valid and binding obligation of the City and Grantee.

9.10 Governing Law and Stipulation of Venue: This Franchise and all use of Public Rights-of-Way granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to this Franchise shall be brought in the Superior Court of Washington for Lewis County, or in the case of a federal action, the United States District Court for the Western District of Washington at Tacoma, unless an administrative agency has primary jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates indicated below:

CITY OF NAPAVINE, WASHINGTON

By: _____

Name/Title: _____ (Mayor)

Date: _____, 2026

Attest: _____

Name/Title: _____, City Clerk

Date: _____, 2026

Approved as to form: _____

Date: _____, 2026

SEALINK NETWORKS, INC. (Grantee)

By: _____

Name: _____

Title: _____

Date: _____, 2026

Acceptance: Sealink Networks, Inc., as Grantee, hereby accepts the above Franchise and agrees to all its terms and conditions.

(Signature of authorized officer) _____ Date: _____, 2026



To: Mayor and City Council
From: Public Works/Community Development Staff
RE: Staff Report for Council Meeting, July 28th, 2026

- **Planning Commission Meeting Minutes**

- Next Planning Commission meeting is August 3rd, 2026.

- **Department Update**

- Operations are normal, we continue to make changes slowly and are looking at training/certifications for employees and some reorganization.

- **Project Updates**

- Scots Industries – Staff is reviewing final building permit. Construction should be complete by 2028.
- Cell tower on city property –Permitted. Should start active construction in the next 30 days (as of July 15th)
- TA Project –City is waiting on WSDOT and Developer’s developer agreement. Applicant must revise the site plan to move a driveway per DAHP requirements.
- Rush Road STIP -working with Local Programs, the County regarding City match. Working with Consor regarding cross-section and using a 4 ft buffer and 10 ft lanes. Working with County and Local Programs regarding STIP amendment. Received Project funding authorization from WSDOT. Advertisement much be out by July 2nd in order to comply with federal and state requirements. Bid Opening was July 21 2026 where an anticipated low bidder was selected. Awaiting WSDOT approval to send award letter.
- Woodard Road (Tiger Meadows) -Woodard Road (Tiger Meadows) – Civil review comments were sent back to applicant on 6/4/2026. Still has conditions that need to be met for civil approval.
- Walsh Trucking has started early fill and grade for their project on Hwy 508.
- Jefferson Station – Flow meter installed 5/21/2026 and startup and turnover will occur once automatic transfer switch issue is fixed. Project is 95% completed.
- 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. Strata Geosciences is performing Napavine Wells 4 & 5 test Procedures. Water Protection Grant completed. Discussed next steps for City obtaining a new well with our City Engineer and the consultant.

- Franchise Agreements- Working on 2 Franchise agreements for telecommunications. Comcast Franchise agreement is completed.