

AGENDA
MORTON CITY COUNCIL MEETING
7:00 PM November 24, 2025

Mayor Rick Mead

City Clerk LuAnn Ward

Council Jason Sawyer
Council Bob Boyer
Council Richard Vanderlip
Council Travis Cooper

REGULAR COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA:

Minutes of October 27, 2025 vouchers and EFT's

3. PUBLIC COMMENT – ITEMS ON AGENDA ONLY

4. NEW BUSINESS:

1. Rocky Lyon with Lewis County – solid waste management plan update, Resolution 556.
2. Interlocal agreement between City of Morton and City of Napavine.
3. Resolution 557 increase tax 1%.
4. Dan Mortensen for Morton Historical Society requests tourism funds in the amount of \$20,000.
5. Fred Schwindt for Fire MT Arts Council requesting tourism funds in the amount \$3535.00.
6. Amended Interlocal agreement between City of Morton and City of Mossyrock – increase compensation
7. Final read of 2026 Budget- Ordinance 2025-08

5. OLD BUSINESS:

6. PUBLIC PARTICIPATION: - LIMIT 3 MINUTES

ADJOURN:

October 27, 2025

Morton City Council Regular Meeting

Mayor Rick Mead

Councilman Jason Sawyer

Councilman Bob Boyer

Councilman Richard Vanderlip

Councilman Travis Cooper

7:00 pm – REGULAR COUNCIL MEETING

Pledge of Allegiance: Led by Mayor Mead

Consent Agenda minutes, vouchers and EFTs from September 22, 2025 passed – require change no vote on item 4(Motion by councilman Vanderlip, 2nd councilman Sawyer, all in favor)

Public comment:

A citizen asked council to reconsider living in an RV ordinance.

New business:

- Council agreed to allow Jubilee committee to meet at the Lyle building once per month. Attorney advised promotes tourism therefore is allowed. (Motion by councilman Vanderlip, 2nd councilman Cooper, all in favor)
- Council approved Ordinance 2025-07 amending Ordinance 566 to increase cost for cemetery plots. (Motion by councilman Vanderlip, 2nd councilman Sawyer, all in favor)
- Councilman Sawyer gave a brief presentation regarding the Town Hall meeting in regards to RV living in city limits. Approx 30 people showed up to Town Hall meeting. Council will have future discussions.
- Jubilee committee asking for \$2800.00 in tourism funds for traffic control 2026 parade.
- Council approved ILA between City of Morton and Lewis County, co-management of UGA (Motion by councilman Sawyer, 2nd councilman Vanderlip, all in favor)
- Council approved 1st reading of 2026 Budge, Ordinance 2025-08 (Motion by councilman Vanderlip, 2nd councilman Cooper, all in favor)
- Bobby Dalton (citizen) was late and moved to end of agenda. Asking what can be done to resolve the dogs' at large problem in Morton.

Old Business:

None

Public Participation:

Punk announced the new Ollie will be moving to old spot in November.

Motion to adjourn by councilman Vanderlip, 2nd councilman Sawyer, all in favor.

Adjourn 8:20 pm

Respectfully, LuAnn Ward, City Clerk

Ricky Mead, Mayor

DR. MEAD

CITY OF MORTON
COUNCIL AGENDA REQUEST FORM

Name of person/s requesting to be on the City Council Agenda: Lewis County

Solid Waste Manager Rocky Lyon

Date of Council meeting you wish to speak at: November 24, 2025

Time needed for the presentation: No more than 10 minutes

Subject of presentation: Solid Waste Management Plan Update (Adoption)

You must provide the City Clerk with materials related to your presentation prior to Council meeting so that copies are included in the Council Agenda packets for review.

Additional information you may wish to make the City Clerk aware of regarding your presentation: _____

LCSW has updated the Solid waste management plan.
It needs to be adopted per Resolution. Please see
the attached example.

Council meetings are 4th Monday of each month at Bob Lyle Community Center 700 Main Ave.

Agenda request forms must be received at City Hall no later than 12pm Wednesday prior to meeting date.

Resolution No. 556

A RESOLUTION OF THE CITY OF MORTON ADOPTING THE LEWIS COUNTY SOLID AND HAZARDOUS WASTE MANAGEMENT PLAN UPDATE DATED OCTOBER 2025

WHEREAS, the City of Morton has previously entered into an agreement with Lewis County for inclusion into the Lewis County Disposal District No. 1 in 1992 and renewed in 2017 for an additional 25 years; and

WHEREAS, this agreement gives Lewis County the authority for Solid Waste Planning; and

WHEREAS, pursuant to that agreement, representatives from the City of Morton have worked with the Lewis County Solid Waste Advisory Committee (SWAC) in the preparation and final review of a draft solid and hazardous waste management plan update; and

WHEREAS, pursuant to that agreement, a draft Lewis County Solid and Hazardous Waste Management Plan Update was completed by Aug. 6, 2025; and

WHEREAS, SWAC approved the update of the draft update of the Lewis County Solid and Hazardous Waste Management Plan Update on Aug. 13, 2025; and

WHEREAS, all cities and towns in Lewis County have had a chance to review and provide written input to the draft solid and hazardous waste management plan; and

WHEREAS, final adoption of the 2025 Lewis County Solid and Hazardous Waste Management Plan Update by the Board of Lewis County

Commissioners and the Lewis County Disposal District No. 1 is contingent upon adoption by the participating cities and towns on Lewis County; and

WHEREAS, it appears to be in the best interest to adopt the 2025 Lewis County Solid and Hazardous Waste Management Plan Update, now, therefore,

The City of Morton hereby adopts the 2025 Lewis County Solid and Hazardous Waste Management Plan dated October 2025.

Adopted by the City Council of the city of Morton, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved as to form and content:

DRAFT

City Attorney

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NAPAVINE AND THE
CITY OF MORTON FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 1st day of January, 2026, by and between the City of Napavine, a Washington municipal corporation (“Napavine”), and the City of Morton, a Washington Municipal corporation (“Morton”), collectively referred to herein as the “parties”.

WHEREAS, the City of Morton, “Morton” is a non-charter code city which was incorporated in 1913 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Morton has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Napavine; and

WHEREAS, the City of Napavine, “Napavine” has the capacity to provide municipal court facilities and related services to Morton in a manner beneficial to both parties and Morton desires to use these services; and

WHEREAS, Napavine and Morton wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Napavine; and

WHEREAS, included in the services provided by Napavine to Morton shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Morton; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Napavine and the City of Morton agree as follows:

A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Morton using municipal court (including court staff) and related services provided by Napavine in Napavine Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

B. Services. Napavine, through this Agreement, shall provide the following services to Morton:

1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Napavine shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
2. Appointment of Judicial Officers. Morton should, for efficiency and economy, appoint a Napavine Municipal Court Judge as a Judge of the Morton Municipal Court and appoint Napavine Municipal Court Judges Pro Tem as Judges Pro Tem of the Morton Municipal Court. In the event Morton appoints a judge other than the Napavine Municipal Court Judge then Morton shall consult with and consider input from the Napavine City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
3. Citations. The City of Morton shall provide citations used to summon defendants to court, and the City of Morton shall deliver said citations to the City of Napavine Municipal Court within 48 hours of issuance, excepting court holidays.
4. Other Services. Napavine and Morton shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Napavine is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Napavine Municipal Court, Morton shall be responsible for transporting all Morton in-custody defendants from Lewis County Jail or any other jail that houses Morton defendants on misdemeanor or gross misdemeanor charges.
5. Matters Reserved to Napavine. Napavine reserves the right to implement matters requiring compliance with statutory and judicial mandate, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.

C. Staffing. The City of Napavine will be responsible for the provision of adequate Court Clerk staffing and is included in the monthly operating charges as described in Section F of this Agreement.

D. Jury Trials. For jury trials, the City of Napavine will assess no additional fee; however, the City of Morton will pay any actual jury and/or witness costs and the additional compensation as required by contract to the Judge and Prosecutor, and Public Defender, if applicable.

E. Property. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Morton Police shall be responsible for all items of evidence related to criminal prosecution.

F. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:

1. Morton shall retain all fees, costs, penalties, and fines, assessed to Morton cases for the duration of this Agreement which shall be collected by Napavine and disbursed to Morton on a monthly basis. Any new programs established after the Effective Date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.
2. Morton shall, for the duration of this agreement, pay to the City of Napavine for Municipal Court services, a filing fee in the following amounts:
 - i. Infractions: \$25.00/filing
 - ii. Criminal: \$70.00/filing
3. Miscellaneous Pass-Through Costs. As the City of Napavine receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the City of Morton's behalf; the City of Napavine will bill the City of Morton for said costs. The City of Morton shall pay its own miscellaneous costs which include, but are not limited to, the following:
 - i. Interpreter costs for non-English speaking defendants.
 - ii. Public Defense counsel appointments.
 - iii. Expert witness or investigator authorized.
 - iv. Proportionate share of video hearing costs.

G. Accounting. The court clerk of the City of Napavine will provide monthly accounting to the City of Morton and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the City of Morton which shall be detailed on the revenue worksheet and disbursed monthly to the City of Morton. The City of Napavine shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.

H. Ordinances. The City of Morton shall provide a copy of the City of Morton municipal code or copies of all ordinances on or before their effective date to the City of Napavine Municipal Court.

I. Agreement Administration. The parties are expected to work cooperatively as though the employees of Napavine are employees of Morton when handling Morton cases. The City Attorney for Morton, or designee, is to consult with Napavine departments as necessary regarding the prosecution of Morton cases. Interested Morton employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Napavine employees

are to be available to Morton employees and/or Council to discuss court process, prosecutorial philosophy, or other matters of interest to Morton.

1. Dispute resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Mayors. It is understood between the parties that this Agreement is of benefit to both parties and there is a common interest in working through issues to continue the Agreement.

Any disputes related to levels of compensation which cannot be resolved by the parties as described above may be resolved by binding arbitration in accordance with RCW 39.34.180(3). Such process may be invoked by either party in accordance with the procedures in RCW 39.34.180(3). In such case, the parties shall equally split the fees and costs of the arbitrator(s) in such arbitration.

2. Reporting. Napavine shall provide Morton with monthly reports summarizing court activity during which services are provided. Morton shall identify any deficiencies in such monthly reports and, where feasible, Napavine shall amend the reports accordingly.
3. Special Emphasis. Morton shall identify any areas of special emphasis and Napavine shall provide opportunities for input and reporting specific to those areas.

J. Indemnification. In executing this Agreement, Napavine does not assume liability or responsibility for or in any way release Morton from any liability or responsibility which arises in whole or in part from:

1. The existence of effect of any Morton ordinance; or
2. Any prosecution conducted by Morton's City Attorney or designee.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Morton shall defend the same at its sole expense and if judgment is entered or damages are awarded against Morton, Napavine or both, Morton shall satisfy the same, including all chargeable costs and attorneys' fees.

Napavine shall indemnify, defend, and hold harmless Morton, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Morton), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Napavine's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Napavine to provide services covered by this Agreement; provided, however, that

1. Napavine's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Morton, its Police Department or its officers, agents or employees; and
2. Napavine's obligation to indemnify, defend and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions

of negligence of Napavine or its agents and Morton or its agents shall apply to the extent that Napavine or its agents or negligence cause or contributed hereto.

Napavine does not by this Agreement assume any contractual obligations to anyone other than Morton, and Morton does not assume any contractual obligations to anyone other than Napavine. Napavine and Morton expressly eliminate any third-party beneficiary to this Agreement.

- K. Termination. Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1, 2026. If, for any reason, the City of Napavine Municipal Court is terminated, this Agreement shall become null and void.
- L. Term. The initial term of this Agreement is January 1, 2026, through December 31, 2026, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. The parties agree to meet and negotiate in good faith the terms of the following contract on the second Monday in September 2026, but no later than November 1, 2026.

The Agreement shall take effect on January 1, 2026, (the "Effective Date") or as soon thereafter as all of the following events have occurred:

- 1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
- 2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
- 3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.

- M. Amendment. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.
- N. Headings not controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
- O. Waiver. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.
- P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

Q. Notice. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For NAPAVINE:

Name of Representative: SHAWN O'NEILL
Title: Mayor
Mailing Address: P.O. Box 810
City, State and Zip Code: Napavine, WA 98532
Telephone Number: (360) 262-3547

For MORTON:

Name of Representative: RICK MEAD
Title: Mayor
Mailing Address: PO Box 1089
City, State and Zip Code: Morton, WA 98356
Telephone Number: (360) 496-6881

MADE AND APPROVED the day and year signed below.

CITY OF NAPAVINE

DATED: 10/28/2025

SHAWN O'NEILL, Mayor

CITY OF MORTON

DATED: _____

RICK MEAD, Mayor

Attest:

By: Rachelle Denham

Rachelle Denham, City Clerk

Attest:

By:

LuAnn Ward, City Clerk

Approved as to form:

Approved as to form:

James M.B. Buzzard, City Attorney

James M.B. Buzzard, City Attorney



Ordinance / Resolution No. 557 RCW 84.55.120

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

WHEREAS the districts actual levy amount from the previous year was \$ 273,566.15; and
(Previous year's levy amount)

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

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

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 2,857.72
which is a percentage increase of 1 % from the previous year. This increase is exclusive of
(Percentage increase)
additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increase in the value of state assessed property, increment value, any annexations that have occurred and refunds made.

Adopted this 24th day of November, 2025.

If additional signatures are necessary, please attach additional page.

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

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

Lodging Tax Request

RECEIVED

Request Worksheet

OCT 28 2025

Lodging Tax dollars are a consumer tax on lodging charges and it is the guiding principle that the funds from this tax is to be used on activities, operations and expenditures designed to promote tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs (RCW 67.28.080). Lodging tax dollars can be used for:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district;
- Operations of tourism-related facilities owned or operated by nonprofit organizations (RCW 67.28.1816)

Business or Entity Name: MORTON HISTORICAL Society

Contact Person: DAN Mortensen Phone Number: 360-269-3057

Address: PO Box 777 City: MORTON State: WA Zip: 98356

Email Address: historicalsocietymorton@gmail.com Amount Requested: \$20,000

Is the request for the operations or capital expenditures of a tourism-related facility owned by the City? Yes No

Is the request for the operational support of a tourism-related facility owned or operated by an IRS recognized 501(c)(3) or a 501(c)(6)? Yes No

Is the request to support or promote tourism within the city? Yes No

Is the request for the marketing and operation of a tourist attracting event or festival within the city? Yes No

Please provide estimates on how the requested funds will increase the number of people traveling to Morton, staying overnight in paid accommodations, from a distance greater than 50 miles, from another country or state and a plan on how the funds will be used (Use additional sheets if necessary).

- SEE ATTACHED SHEET -

SIGNATURE OF APPLICANT

I hereby certify that, to the best of my knowledge, the information submitted with application is true and correct.

Signature: Dan Mortensen

Date: 10/29/2025

Important Information

RCW 67.28.080

Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Acquisition" includes, but is not limited to, siting, acquisition, design, construction, refurbishing, expansion, repair, and improvement, including paying or securing the payment of all or any portion of general obligation bonds, leases, revenue bonds, or other obligations issued or incurred for such purpose or purposes under this chapter.

(2) "Municipality" means any county, city or town of the state of Washington.

(3) "Operation" includes, but is not limited to, operation, management, and marketing.

(4) "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.

(5) "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

(6) "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

(7) "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

RCW 67.28.1816

Lodging Tax – Tourism Promotion

(1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

(a) Tourism marketing;

(b) The marketing and operations of special events and festivals designed to attract tourists;

(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or

(d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

(2)(a) Except as provided in (b) of this subsection, applicants applying for use of revenues in this chapter must provide the municipality to which they are applying estimates of how any moneys received will result in increases in the number of people traveling for business or pleasure on a trip:

(i) Away from their place of residence or business and staying overnight in paid accommodations;

(ii) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or

(iii) From another country or state outside of their place of residence or their business.

(b)(i) In a municipality with a population of five thousand or more, applicants applying for use of revenues in this chapter must submit their applications and estimates described under (a) of this subsection to the local lodging tax advisory committee.

(ii) The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

(c)(i) All recipients must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

(A) Away from their place of residence or business and staying overnight in paid accommodations;

(B) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or

(C) From another country or state outside of their place of residence or their business. A municipality receiving a report must: Make such report available to the local legislative body and the public; and furnish copies of the report to the joint legislative audit and review committee and members of the local lodging tax advisory committee.

(ii) The joint legislative audit and review committee must on a biennial basis report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. Reporting under this subsection must begin in calendar year 2015.

(d) This section does not apply to the revenues of any lodging tax authorized under this chapter imposed by a county with a population of one million five hundred thousand or more.

We anticipate that these funds will help attract more visitors to Morton and encourage overnight stays in local lodging. By maintaining a fully staffed visitor center with knowledgeable employees and volunteers, we can better assist travelers in finding nearby accommodations, dining, entertainment, and local businesses . Our welcoming and accessible environment also enhances visibility and engagement within the community.

We actively promote tourism throughout the county by connecting visitors with lodging options, local events, historic landmarks, natural attractions, hiking trails, fishing areas, and other recreational opportunities. The center offers a wide range of brochures, maps, and pamphlets featuring local restaurants, shops, motels, and short term rentals; as well as updated information on roads, parks, and area activities. Visitors also have access to amenities such as ample RV parking, clean indoor and outdoor restrooms, picnic tables, Wi-Fi, and a pet-friendly area

We continue to collaborate with neighboring communities and local organizations to support tourism and promote regional events. As a museum, we are dedicated to preserving the diverse history and heritage of East Lewis County - celebrating the stories of immigrant and Indigenous families, along with artifacts from the area's early logging, mining, and rowboat industries

Requested funding will be used to support facility maintenance, salary, repairs, and essential operational needs including cleaning supplies, paper products, utilities (water, sewer, garbage, electricity) - ensuring we can continue serving visitors in the community year-round.

Lodging Tax Request

RECEIVED
NOV 17 2025

Request Worksheet

Lodging Tax dollars are a consumer tax on lodging charges and it is the guiding principle that the funds from this tax is to be used on activities, operations and expenditures designed to promote tourism. Tourism means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs (RCW 67.28.080). Lodging tax dollars can be used for:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district;
- Operations of tourism-related facilities owned or operated by nonprofit organizations (RCW 67.28.1816)

Business or Entity Name:

Fire Mountain Arts Council

Contact Person:

Fred Schwindt

Phone Number:

360-375-0959

Address: P.O. Box 781, 233 W Main City: Morton State: WA Zip: 98356

Email Address: fmacroxy@gmail.com

Amount Requested: \$3,535

Is the request for the operations or capital expenditures of a tourism-related facility owned by the City? Yes No

Is the request for the operational support of a tourism-related facility owned or operated by an IRS recognized 501(c)(3) or a 501(c)(6)? Yes No

Is the request to support or promote tourism within the city? Yes No

Is the request for the marketing and operation of a tourist attracting event or festival within the city? Yes No

Please provide estimates on how the requested funds will increase the number of people traveling to Morton, staying overnight in paid accommodations, from a distance greater than 50 miles, from another country or state and a plan on how the funds will be used (Use additional sheets if necessary).

See attached

SIGNATURE OF APPLICANT

I hereby certify that, to the best of my knowledge, the information submitted with application is true and correct.

Signature: Fred Schwindt

Date: 11/17/2025

Important Information

RCW 67.28.080

Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Acquisition" includes, but is not limited to, siting, acquisition, design, construction, refurbishing, expansion, repair, and improvement, including paying or securing the payment of all or any portion of general obligation bonds, leases, revenue bonds, or other obligations issued or incurred for such purpose or purposes under this chapter.

(2) "Municipality" means any county, city or town of the state of Washington.

(3) "Operation" includes, but is not limited to, operation, management, and marketing.

(4) "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.

(5) "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

(6) "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

(7) "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, a business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

RCW 67.28.1816

Lodging Tax – Tourism Promotion

(1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

(a) Tourism marketing;

(b) The marketing and operations of special events and festivals designed to attract tourists;

(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or

(d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

(2)(a) Except as provided in (b) of this subsection, applicants applying for use of revenues in this chapter must provide the municipality to which they are applying estimates of how any moneys received will result in increases in the number of people traveling for business or pleasure on a trip:

(i) Away from their place of residence or business and staying overnight in paid accommodations;

(ii) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or

(iii) From another country or state outside of their place of residence or their business.

(b)(i) In a municipality with a population of five thousand or more, applicants applying for use of revenues in this chapter must submit their applications and estimates described under (a) of this subsection to the local lodging tax advisory committee.

(ii) The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

(c)(i) All recipients must submit a report to the municipality describing the actual number of people traveling for business or pleasure on a trip:

(A) Away from their place of residence or business and staying overnight in paid accommodations;

(B) To a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or

(C) From another country or state outside of their place of residence or their business. A municipality receiving a report must: Make such report available to the local legislative body and the public; and furnish copies of the report to the joint legislative audit and review committee and members of the local lodging tax advisory committee.

(ii) The joint legislative audit and review committee must on a biennial basis report to the economic development committees of the legislature on the use of lodging tax revenues by municipalities. Reporting under this subsection must begin in calendar year 2015.

(d) This section does not apply to the revenues of any lodging tax authorized under this chapter imposed by a county with a population of one million five hundred thousand or more.

Fire Mountain Arts Council's City of Morton Lodging Tax Funding Request for 2026

Please provide estimates on how the requested funds will increase the number of people traveling to Morton, staying overnight in paid accommodations, from a distance of greater than 50 miles, from another country or state and a plan on how the funds will be used.

Each year Fire Mountain Arts Council (FMAC) develops its Marketing, Tourism, and Visitor Information Plan. Strategies identified in the plan for 2026 include:

- Tourist information services (and shopping opportunities) at the Barbara Clevenger Johnson Gallery—a cooperative satellite of the Visitors Center at the Morton Historical Museum.
- Print media: posters, newspaper ads, postcard mailings for the Roxy Theater 2026 season and for individual events.
- Online and social media: Rebuild MortonRoxy.org and FireMAC.org webpages, Facebook (posts, boosts, ads, and cross promotions), Instagram, and weekly and monthly emails announcing movies, featured artists at BCJ Gallery, and live shows.
- Radio: Place local radio public service announcements and collaborate with Discover Lewis County for more far-reaching spots.
- Signage: Post current events on the City digital sign, sandwich boards, and digital poster display at the Roxy Theater entry—appropriate for Morton's Main Ave, the only strollable downtown in eastern Lewis County!
- Equipment to support activities attractive to tourists: For instance, a hanging system for the BCJ Gallery and replacement microphones for live shows.
- Tourism partnerships: Cross-promoting events, develop show/meal packages with restaurants, and advertise and/or participate in local festivals.
- Promotions: Provide gift baskets for local charity auctions, limited free passes, and t-shirts for show participants.

For 2026, FMAC is applying for support from the City specifically to assist the following projects within that plan:

1. Mailing postcards for two Roxy live events to our 900-strong mailing list (\$338)
2. Website rebuild—payroll support (\$840)
3. Targeted Facebook ads and promotions for FMAC events (\$490)
4. Facebook and Instagram posts, including cross-promotion of Morton's and other area events—payroll support (\$1,210)
5. Mail Chimp month fees for the weekly email newsletters (\$360)
6. T-shirts for OnStage Youth Theatre Education Program participants promoting their upcoming show. (\$297)

Total : \$3,535

FMAC plans to carry out our 2026 Marketing, Tourism, and Visitor Information Plan with continued support from City of Morton Lodging Tax funds, Lewis County Lodging Tax funds, FMAC earned income and donations, and a tremendous amount of in-kind involvement from, for instance, Centralia College East, *The Journal*, and the ever-important volunteers.

Attendance and Gallery visits did plunge during the pandemic. However, with support of Lodging Tax funds from the City and County, FMAC has increased the number of people attending events, traveling to and spending the night in Morton and surrounding areas above pre-pandemic levels as demonstrated in FMAC's 2024 report to both the City and the County..

Before live events, we survey our audiences and have recorded the following:

- About 20% of audience members travel from a distance of greater than 50 miles to attend.
- About 5% of the audience comes from out of state.
- About 6% stay in paid lodging and many more with friends and relatives.

Of those who visited the Barbara Clevenger Johnson Gallery for shopping or visitor information, 30% travel from more than 50 miles, 7% come from out of state, and 8% spend the night, with half of those in paid lodging. These percentages have been relatively consistent.

FMAC is planning a full schedule for 2026, we estimate the following for 2026:

1. 10,000 people will attend events, participate, or patronize the Gallery.
2. 1,800 people will travel from more than 50 miles away.
3. 650 people will travel from another country or state.
4. 450 people will stay in paid lodging (including campgrounds); 750 in unpaid lodging.

FMAC's Roxy Theater is the only entity in eastern Lewis County that consistently provides evening activities for tourists—**year round**, 3-4 evenings a week. In 2026 Fire Mountain Arts Council expects to serve 10,000 people (including 1,800 tourists) with some 30 live programs and 51 first-run movies 216 days/evenings next year plus offer visitor information, shopping opportunities, and featured artists' shows at the BCJ Gallery 4 days per week.

When visitors see online and social media posts, the digital sign, or print marketing that promotes FMAC events and movies, they become aware of entertainment possibilities and are thus more inclined to remain overnight in our hotels, Airbnb's, and campgrounds—“more heads in beds.”

Many patrons plan their vacations around the offerings at the Roxy. The **OnStage Youth Theatre Education Program** brings extended families to the greater Morton area for shows in the May, July, and December.

All the live shows, including the OnStage Youth program, increase overall economic activity. For example, youth rehearsals go on during nine months of the year. Families bring their children from Chehalis, Mossyrock, Packwood, Ashford, Eatonville, Onalaska, and towns in between. While in Morton waiting for their children, parents shop and visit Morton coffee shops and restaurants.

Other live events, such as the summer musical (*The Pirates of Penzance* was attended by nearly 700 folks this last summer) and the February/Spring/Fall Classic Theatre plays, offer opportunities for visitors to experience the arts and extend their stays in Morton. Additionally, FMAC venues are rented out for weddings, meetings, and events that can bring some hundred people to town.

Leveraging County tourism dollars: Because of support from the City of Morton, Lewis County willingly offers its support for FMAC's marketing and tourist information efforts.

One of FMAC's goals is to stimulate economic growth by enticing tourists to visit Morton, to extend their stay, and to take advantage of quality fine and performing arts. Meanwhile the BCJ Gallery in Morton provides a shopping experience and visitor information throughout the year.

Cars on Main Avenue: When you see Main Avenue packed with parked cars, it's likely the Roxy!!!

**FIRST AMENDMENT INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN
CITY OF MORTON and CITY OF MOSSYROCK**

THIS FIRST AMENDMENT to the Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock dated June ___, 2024, is made and entered into this _____ day of _____, 2025, by and between the CITY OF MORTON, a Washington municipal corporation, with its principal offices at 192 Adams Ave, Morton, WA, 98356, hereinafter referred to as "MORTON," and the CITY OF MOSSYROCK, a Washington municipal corporation, with its principal offices at 231 E. State Street, Mossyrock, WA, 98564, hereinafter referred to as "MOSSYROCK." This First Amendment is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the respective jurisdictions of MORTON and MOSSYROCK are in close proximity to one another; and

WHEREAS, MOSSYROCK possesses the power, authority and responsibility to provide law enforcement services within its jurisdictional boundaries; and

WHEREAS, MOSSYROCK desires to contract with MORTON to provide such law enforcement services to MOSSYROCK; and

WHEREAS, MORTON is capable of providing, and desires to provide, law enforcement services to MOSSYROCK; and

WHEREAS, MORTON has been providing law enforcement services to MOSSYROCK pursuant to an *Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock* since August 29, 2013; and

WHEREAS, the Parties entered into new *Interlocal Agreements for Law Enforcement Services Between City of Morton and City of Mossyrock* for a three (3) year terms which commenced on January 1, 2018, January 1, 2021, and January 1, 2024; and

WHEREAS, MORTON has had a change to its costs for providing Law Enforcement Services to City of Mossyrock, which has been presented to MOSSYROCK; and

WHEREAS, pursuant to Section 14 of the *Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock*, which states, in pertinent part:

MORTON may require a modification to Section 6 (Compensation) of this Agreement based on any change in cost to MORTON in performing law enforcement services to MOSSYROCK under this Agreement. Any such modification required by MORTON shall be subject to review by the Mossyrock City Council. Any such modification required by MOSSYROCK shall be subject to review by the MORTON City Council. In the event the parties hereto cannot agree on such a modification, then such disagreement shall constitute a dispute to be resolved through binding Dispute Resolution as set forth herein.

WHEREAS, the Parties agree MORTON has had a change to its costs, and desires to amend Section 6 of the Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock dated June ___, 2024; and

WHEREAS, MORTON and MOSSYROCK understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

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

Section 1. Effective as of January 1, 2026, Section 6 of the Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock dated June __, 2024, is hereby amended in its entirety to read as follows:

6. COMPENSATION.

In consideration of the services to be rendered as provided in the Agreement, MOSSYROCK promises to pay MORTON as follows:

- A. An Annual Rate of ONE HUNDRED EIGHTY FIVE THOUSAND AND 00/100THS DOLLARS (\$185,000.00) for the 2026 calendar year.
- B. MOSSYROCK agrees to pay the Annual Rate to MORTON in twelve equal monthly installments.
- C. MOSSYROCK shall remit payment to MORTON in the normal course of the CITY OF MOSSYROCK'S business.

Section 2. Except as expressly amended herein, all other terms and conditions of the Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock dated June __, 2024 shall remain in full force and effect. In the event of any inconsistency between the terms of the Interlocal Agreement for Law Enforcement Services Between City of Morton and City of Mossyrock dated June __, 2024, and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to become effective on the day and year set forth above.

CITY OF MORTON

RICKY MEAD, Mayor

CITY OF MOSSYROCK

RANDALL SASSER, Mayor

Accepted by Morton City Council on:

Accepted by Mossyrock City Council on:

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF MORTON ADOPTING THE MONETARY BUDGET FOR THE CALENDAR YEAR 2026, STARTING EFFECTIVE DATE OF JANUARY 1, 2026, AND REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORTON, WASHINGTON, AS FOLLOWS:

Section 1. That the amended Monetary budget for the City of Morton, Washington, as approved by the City Council on October 27, 2025 is summarized as follows:

		REVENUES	EXPENDITURES
001	CURRENT EXPENDITURES	\$1,209,064	\$1,209,064
101	CITY STREETS	\$199,530	\$199,530
103	CEMETERY	\$20,265	\$20,265
105	DRUG	\$100	\$100
106	TOURISM	\$31,000	\$31,000
107	CAPITAL PROJECTS FUND	\$30,000	\$30,000
400	WATER	\$798,695	\$798,695
401	SEWER	\$961,746	\$961,746
403	PROJECTS	\$4,702,156	\$4,702,156
	TOTAL	\$7,952,556	\$7,952,556

THREE COPIES OF THE BUDGET ARE ON FILE IN THE OFFICE OF THE CITY CLERK IN THE CITY HALL, CITY OF MORTON.

Section 2. That this Ordinance shall become effective upon the first day of January 2026.

Section 3. All conflicting articles of other ordinances or parts of ordinances of the City of Morton are repealed.

ATTEST:

RICK MEAD, Mayor

LUANN WARD, City Clerk