

**AGENDA**  
**MORTON CITY COUNCIL MEETING**  
**7:00 PM June 22, 2026**

**Mayor Rick Mead**

**City Clerk LuAnn Ward**

**Council Jason Sawyer**  
**Council Maria Gonzalez**  
**Council Peter Hansen**  
**Council Jeff Johnson**  
**Council Jason Knutson**

**REGULAR COUNCIL MEETING**

**1. PLEDGE OF ALLEGIANCE**

**2. CONSENT AGENDA:**

**Minutes of May 26, 2026 vouchers and EFT's**  
**Minutes of May 27, 2026 special meeting**

**3. PUBLIC COMMENT – ITEMS ON AGENDA ONLY**

**4. NEW BUSINESS:**

1. Edna Fund – SW WA Fair
2. Rhonda Cornwell – What to do with tourism funds
3. Surplus “2” 1999 Dodge Ram 2500 pick-up trucks Vin #0898 & Vin #5252
4. Lease agreement with Peak Credit Union for ATM machine
5. Resolution 560 amending standard city council agenda to include a committee chairperson report.
6. Ordinance 2026-05 establish chapter 12.40 streets
7. Amendment #2 for engineering services Well No. 2 improvements.

**5. OLD BUSINESS:**

1. Censorship of councilman Johnson.

**6. PUBLIC PARTICIPATION: - LIMIT 3 MINUTES**

**EXECUTIVE SESSION**

RCW 42.30.110(1)(f)-Evaluate complaints or charges against a public officer.

**ADJOURN:**

May 26, 2026  
Morton City Council Regular Meeting

Mayor Rick Mead  
Councilman Jason Sawyer  
Councilwoman Maria Gonzalez  
Councilman Peter Hansen  
Councilman Jeff Johnson  
Councilman Jason Knutson - ABSENT

7:05 pm – REGULAR COUNCIL MEETING

Pledge of Allegiance: Led by Mayor Rick Mead

Council excused councilman Knutson absence, (Motion councilman Hansen, 2<sup>nd</sup> councilwoman Gonzalez, all in favor)

Council amended the agenda, removing Gabriel Frase and adding Aaron Poquette (Motion councilwoman Gonzalez, 2<sup>nd</sup> councilman Hansen, all in favor)

Consent Agenda minutes, vouchers and EFTs from April 27, 2026 (Motion by councilman Sawyer, 2<sup>nd</sup> councilman Johnson, all in favor)

Public comment:  
None

New business:

- Council passed Resolution #559 regarding Transportation Improvement Plan. (Motion councilwoman Gonzalez, 2<sup>nd</sup> councilman Johnson, all in favor)
- Aaron Poquette from Hampton lumber spoke about the “Girls Build” camp happening at Gust Backstrom Park and Lyle building. Teaching woodworking and various power tool skills to young girls. Council gave permission to use facilities.
- Megan from MASA asked if the City of Morton would apply for the loan for the skatepark, they have not been 501C3 long enough to apply themselves. Council wanted to investigate the details of the grant and agreed to hold special meeting May 27<sup>th</sup>, 2026 at 8 p.m. to vote as timeline was critical. (Motion councilman Hansen, 2<sup>nd</sup> councilwoman Gonzalez, councilman Johnson yes, councilman Sawyer abstained)
- Mayor Rick Mead read an email sent to the council members by Councilman Sawyer expressing concerns the city clerk was making decisions without council approval. It was determined to be a communication breakdown.

Old Business:

Council voted to not make changes to Ordinance 2020-01 (Motion by councilman Johnson, 2<sup>nd</sup> councilman Hansen, councilwoman Gonzalez-yes, councilman Sawyer-no)

Public Participation:

Citizen Terra expressed her concern regarding the treatment of a council member.

8:33 pm council broke for Executive Session regarding RCW 42.30.110(1) Evaluate complaints or charges against a public officer. Council returned at 8:53 pm. No decisions were made. Council agreed to not set special meeting and address at next scheduled meeting. Motion councilman Hansen, 2<sup>nd</sup> councilman Johnson, all in favor)

Motion to adjourn councilman Hanson, 2<sup>nd</sup> councilman Johnson, all in favor

Adjourn 8:55 pm

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Respectfully, LuAnn Ward, City Clerk

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Ricky Mead, Mayor

DRAFT

May 27, 2026  
Morton City Council Special Meeting

Mayor Rick Mead  
Councilman Jason Sawyer  
Councilwoman Maria Gonzalez  
Councilman Peter Hansen  
Councilman Jeff Johnson  
Councilman Jason Knutson - ABSENT

8:00 pm – SPECIAL COUNCIL MEETING

Old Business:

Councilman Hansen and councilman Johnson spoke about their conversation with RCO regarding the skatepark grant. A 25 year commitment is required, \$150,00 match money. The city would have to cover costs upfront and wait for reimbursement. Product should be sealed once a year to help ensure longevity. A new site proposal is also needed for future development as city water/sewer lines run thru the park.

Council voted not to apply for the grant for skatepark. (Motion by councilman Hansen, 2<sup>nd</sup> councilman Johnson, councilwoman Maria-yes, councilman Sawyer abstained.

Motion to adjourn councilman Johnson, 2<sup>nd</sup> councilman Hansen, all in favor

Adjourn 8:30 pm

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Respectfully, LuAnn Ward, City Clerk

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Ricky Mead, Mayor

CITY OF MORTON  
COUNCIL AGENDA REQUEST FORM

Name of person/s requesting to be on the City Council Agenda: \_\_\_\_\_

SWUF Outreach Com. (Edna Fund)

Date of Council meeting you wish to speak at: June 22, 2026

Time needed for the presentation: 15 minutes

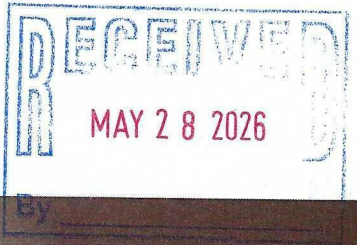
Subject of presentation: SWUF

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: \_\_\_\_\_

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.



**CITY OF MORTON  
COUNCIL AGENDA REQUEST FORM**

Name of person/s requesting to be on the City Council Agenda: \_\_\_\_\_

Rhonda Coeswell

Date of Council meeting you wish to speak at: June 22, 2026

Time needed for the presentation: 5 min.

Subject of presentation: tourism funds already received

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

# ATM Site License

This ATM Site License ("License") is made this \_\_\_\_ day of June, 2026, between City of Morton ("Owner") and Peak Credit Union ("Licensee").

1. License. Owner hereby licenses to Licensee the use of the existing ATM location for its use. This is to include the space on real property sufficient for placement of the ATM together with all necessary space for access and utilities to the ATM, which real property is generally described as: 192 Adams Ave, Morton, WA 98356 (referred hereinafter as the "premises") and legally described as Lot 4, Block 2, Cottler's Addition to the Town of East Morton, Lewis County, Washington. The premises may be used by the Licensee for the installation, maintenance, repair, or replacement of the Licensee's ATM Facilities. The term "ATM Facilities" includes all of Licensee's automatic teller machine and full function terminals, related cables, and utility lines.
2. Term. The initial term of this License shall be five (5) years, commencing on \_\_\_\_ day of June \_\_\_\_\_, 2026 and terminating at midnight the \_\_\_\_ day of June, 2036. Licensee may extend this License for two (2) additional five (5) year terms ("Renewal Term") by providing Owner written notice of its intent to do so not less than forty-five (45) calendar days prior to the commencement of the Renewal Term.
3. Surrender of Premises. At the expiration of the License term or a Renewal Term, Licensee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this License, reasonable use and wear thereof and damages by the elements excepted.
4. No Interference. Licensee shall not use any portion of the premises in any way which materially interferes with the use of the premises by Owner, or its tenants, employees, invitees, or agents. Similarly, Owner shall not use, nor permit its tenants, employees, invitees, or agents to use any portion of the premises in any way that materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating such interference.
5. Access and Improvements. Licensee shall have the right, at its expense, to erect and maintain all equipment necessary to operate the ATM Facilities. Licensee shall have the right to replace or upgrade the ATM Facilities at any time during the term of this License. Licensee shall cause all of its construction on the premises to occur lien free and in compliance with all applicable laws and ordinances. The ATM Facilities shall remain

the exclusive property of the Licensee. Licensee shall have the right to remove the ATM upon termination of this License, and Owner waives any and all landlord lien rights thereto. Licensee shall have the right at Licensee's expense, to install new utilities and improve the present utilities on the premises.

Prior to installation of any additional improvements or fixtures in the ATM location, Licensee shall submit plans and specifications showing the design and location of all fixtures and improvements for Owner approval. Such approval shall not be unreasonably withheld but shall be deemed only an approval of the proposed concept and not the means, techniques, or materials recommended. Licensee shall be responsible for obtaining permits or authorization for the placement and operation of the ATM Facilities on the premises. Owner agrees to cooperate with the Licensee, at Licensee's sole cost, to obtain such permits and authorization.

6. Utilities. Owner shall, at its expense, provide adequate lighting and garbage service to the ATM location. Licensee shall, at its own expense, provide the data line for the ATM location. Licensee shall pay to Owner on the first day of each month its share of the electricity in the amount of five dollars (\$5.00).
7. Compliance with Laws. Licensee represents, warrants, and agrees that it will conduct its activities on the premises in compliance with all applicable federal, state, and local laws and regulations.
8. Security. Owner is not responsible for security of the Licensee's assets; this will be the sole responsibility of the Licensee.
9. Signage. Owner grants permission to Licensee to erect a sign that meets all local codes and ordinances to promote the ATM Facilities, provided that Owner shall approve such signage in advance, which consent shall not be unreasonably withheld.
10. Assignment and Sublicensing. Licensee shall not assign its interest in this License without first obtaining Owner's consent in writing, which consent shall not be unreasonably withheld. Owner shall consent or withhold such consent by notice to Licensee within sixty (60) calendar days after Owner's receipt of Licensee's notice requesting Owner's consent. If Owner fails to respond to Licensee's request within such sixty (60) calendar day period, Owner shall be deemed to have consented to such assignment or subletting. It shall be unreasonable for Owner to withhold its consent to an assignment or a sublicensing if the proposed assignee is reputable and experienced in the operation of its business as to give reasonable assurance of the compliance of all of the terms, covenants, provisions, and conditions of this License. Anything herein to the contrary notwithstanding, Licensee may assign this License without the express written consent of Owner to: (i) any corporation into which or with which Licensee had

merged or consolidated with; (ii) any parent, subsidiary, successor, or affiliated corporation of Licensee; or (iii) any corporation which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Licensee.

11. Indemnification. Licensee agrees to defend, indemnify, and hold Owner harmless for claims arising from the installation, use, maintenance, repair, or removal of the ATM Facilities, except for claims arising from the sole negligence or intentional acts of Owner, its employees, agents, or independent contractor. Licensee shall defend, indemnify, and hold Owner, its officers, officials, employees, and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of the premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of Owner.

12. Insurance and Subrogation.

- a. Licensee will maintain in force, without cost or expense to Owner, on or before the commencement date of this License and throughout the License term or as long as Licensee remains in possession of the premises, Commercial General Liability Insurance covering bodily injury and property damage with regard to the use of the premises in an aggregate amount of \$300,000.00. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.
- b. All insurance policies must name the City of Morton, its elected and appointed officials, officers, agents, volunteers, and employees as an additional insured by way of endorsement.
- c. All insurance provided in compliance with this License must be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner.
- d. To the extent allowed by law, Owner and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- e. Licensee hereby releases and relieves the Owner and waives any right against the Owner for loss or damage arising out of or incident to fire, water damage, explosion, earthquake, or any other perils or acts of God whether covered by insurance

required to be carried under this License which occurs in, on, or about the Licensed Premises, whether due to negligence or otherwise.

13. Miscellaneous. This License shall run with the premises and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including appeals, if any. This License constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this License shall not be binding on either party except to the extent incorporated in this License. Any modification of this License shall be binding only if evidenced in writing signed by each party. No waiver of any breach of any term of this License shall be construed, nor shall be, a waiver of any other breach of this License. No waiver shall be binding unless it is in writing and signed by the party waiving the breach. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this License, the venue of such action shall be in Lewis County, Washington.

14. Notices. Any notice, demand or communication to be given by a party to this License to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

City of Morton  
192 Adams Ave  
Morton, WA 98365

Peak Credit Union  
Facilities Department  
P.O. Box 718  
Olympia, WA 98507-0718

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

15. Rent. Until adjusted, Licensee shall pay to Owner, without demand, a monthly rent of Five Dollars (\$5.00). The monthly rent, as it currently exists or as adjusted or modified (the "Monthly Rent"), is due and payable in full on or before the commencement date and on or before the same date of each month thereafter. Any payment not paid by Owner's close of business on the date due is past due. Licensee shall make payment to City of Morton, Attn. City Treasurer, 192 Adams Ave., Morton, WA 98365.

Upon receipt of written notice from Licensee of its intent to continue this License for a Renewal Term, Owner shall, at its next open public meeting, determine whether an

increase to the Monthly Rent or electricity is necessary. If Owner determines an increase in rent is necessary, Owner shall notify Licensee in writing within fifteen (15) days of the Owner's decision. Owner shall notify Licensee prior to the Commencement of the Renewal Term.

16. Failure to Pay Rent. If Licensee fails to pay rent when due under this License, Owner may seek remedies under Section 22 as well as late charges and interest.
17. Late Charge. If Owner does not receive full rent payment or full payment for electricity within three (3) days of the date due, Licensee shall pay to Owner a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of Owner incident to the delay.
18. Interest Penalty for Past Due Rent and Other Sums Owed.
  - a. Licensee shall pay interest on the past due rent and electricity at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 16. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
  - b. If Owner pays or advances any amounts for or on behalf of Licensee, Licensee shall reimburse Owner for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date Owner notifies Licensee of the payment or advance. This includes, but is not limited to, Owner's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this License, or other amounts not paid when due.
19. Referral to Collection Agency and Collection Agency Fees. If Owner does not receive full payment within thirty (30) days of the due date, Owner may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Licensee shall pay collection agency fees in addition to the unpaid amount.
20. No Accord and Satisfaction. If Licensee pays, or Owner otherwise receives, an amount less than the full amount then due, Owner may apply such payment as it elects. Owner may accept payment in any amount without prejudice to Owner's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

21. Rent Payments Following Assignment. The acceptance by Owner of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.
22. Default and Remedies. If any default is made in payment of rent, or any part thereof, at the times herein above specified, or if any default is made in the performance or compliance with any other term or condition hereof, the License, at the option of Owner, shall terminate and be forfeited, and Owner may reenter the premises and remove all persons therefrom. Licensee shall be given three (3) days' notice of any default in the payment of rent. Upon a breach of this License or a default by Licensee, Owner may terminate this License and remove Licensee by summary proceedings or otherwise.
23. Condition of Premises. Licensee stipulates that Licensee has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this License, in good order, repair and in safe, clean and tenantable condition.
24. Authority. The undersigned represent and warrant that they are authorized to enter into this License on behalf of the parties.

CITY OF MORTON

PEAK CREDIT UNION

\_\_\_\_\_  
Rick Mead, Mayor  
City of Morton

Date: \_\_\_\_\_

\_\_\_\_\_  
Kim Steepy, CFO  
Peak Credit Union

Date: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
County of                        )

I certify that I know or have satisfactory evidence that KIM STEEPY is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the CFO of Peak Credit Union, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 20\_\_

(Seal or stamp)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Lewis )

I certify that I know or have satisfactory evidence that RICK MEAD is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor of the City of Morton, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 20\_\_

(Seal or stamp)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of  
Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_

## CITY OF MORTON, WASHINGTON

### RESOLUTION NO. 560

**A RESOLUTION OF THE CITY OF MORTON, WASHINGTON, AMENDING THE STANDARD CITY COUNCIL MEETING AGENDA ORDER OF BUSINESS TO INCLUDE A COMMITTEE CHAIRPERSONS' REPORT SECTION; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

#### **RECITALS:**

WHEREAS, the City of Morton, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.12.120, the council shall determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, the City Council has historically utilized and continues to utilize six (6) standing committees to study, vet, and refine municipal policies and initiatives; and

WHEREAS, the City Council desires to enhance transparency, improve internal communication, and ensure structured oversight of ongoing municipal tasks; and

WHEREAS, upon review of the City's Resolutions, the City is unable to locate the adopting resolution for the six (6) standing committees; and

WHEREAS, establishing a dedicated agenda item for committee updates will provide a reliable mechanism for the City Council and the public to be informed on committee progress and emerging issues; and

WHEREAS, the Council desires to formally adopt the six (6) standing committees and to create additional rules for council meeting agendas as further set forth herein.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MORTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Creation of Council Standing Committees:** The following standing committees of the City Council are created and established:

- A. Finance;
- B. Public Safety;
- C. Public works;
- D. Human resources;
- E. Planning;
- F. Public administration/Intergovernmental.

**Section 2. Function and Purpose:** The standing committees shall function as an advisory body to the council as a whole in reviewing policy matters referred to them by the council, and such other matters as the whole council by simple majority vote may direct, within their respective areas of responsibility and formulating recommendations to the council regarding action proposed to be taken. The committees shall have no power or authority to commit the city or to take any binding action on their part without the express authorization of the council as a whole. The committees shall be concerned primarily with policy matters and matters vested in the legislative body of the city; and shall not become involved in the administration of the city government and city interests. In general, the purpose of each committee shall be to review matters within the following subject areas:

- A. Finance: The review, analysis, and recommendation of financial policy. Analysis of the budget process, proposed budgets and other financial programs with respect to overall city policy.
- B. Public Safety: Law enforcement and fire protection; health and safety regulations; animal control; civil defense; and questions involving the public health and safety.
- C. Public Works: Street and right-of-way improvements, maintenance and operation; public utilities, including storm drainage, sanitary sewers, water, coordination with special purpose districts, and other municipal utilities, and supervision over privately-owned public utilities; public buildings and improvements; construction and building codes and regulations; and, generally, projects and facilities within the area of public works.
- D. Human Resources: Operation and function of city parks and recreational needs; civil improvement needs and facilities; municipal cemetery; coordination of educational programs and facilities; programs and facilities for senior citizens, underprivileged and handicapped persons, minorities and low-income families; and generally, areas involving the preservation, protection, and advancement of human concerns.
- E. Planning: Comprehensive and coordinated land use planning and management; energy; subdivisions and plats; preservation and protection of greenbelts, floodplains, shorelines, and natural amenities; annexation and area planning; and generally, the supervision and control of the development and land use process.
- F. Public Administration/Intergovernmental: Function and operation of municipal government through its departments, boards, and appointee officers, both internally and through relationships with other governmental entities; personnel management policies, including salary and compensation plans, working conditions, and employment benefits; public records and documents; public relations and information; inventory and control of municipally owned public property; comprehensive municipal insurance coverage; and generally, policy areas dealing with public administration; council rules and procedure; matters relating to conflict of interest questions and code of ethics for public officials;

campaign practices and expenditures; intergovernmental relations; and generally, matters relating to the conduct of municipal affairs, its rules, and ethics.

**Section 3. Membership:** Each standing committee shall have a chairperson and at least two other members, to be elected and appointed by the council bi-annually upon the reorganization and seating of a new city council following regular municipal elections. Vacancies shall be filled when they occur by the council. Each councilperson shall be made chairperson of one committee and a member of two other committees. No more than two (2) members of council shall be on any standing committee at a time.

**Section 4. Meetings:** Standing Committees shall meet at the call of the chairperson. The date, time, and place of each meeting shall be announced at a preceding regular or special council meeting, and notice of the meeting shall be given in compliance with the State Open Public Meetings Act; the foregoing notice requirements shall not prevent the holding of a meeting. Meetings may also be called by using a schedule set forth in section 3.2 of these rules. All committees are encouraged to meet at least once each quarter. A written agenda shall be prepared and made available to all in attendance at each committee meeting.

**Section 5. Duties and Responsibilities:**

- A. The standing committees shall consider, review, and make recommendations to the council concerning matters referred to them by the council. The mayor, committee chairpersons, and boards and commissions are encouraged to suggest items to the council which should be considered by a committee. Whenever any item is referred to a committee, the council should establish a date by which the committee should report back to the council. Each committee shall have general responsibility, as indicated in section B of this resolution to investigate, collect and review appropriate information for the formulation of possible council action and to make recommendations to the council. Committees shall not have authority to take any action unless expressly authorized to do so by the affirmative votes of a majority of all council members.
- B. In carrying out their duties and responsibilities, the committees shall have the power and authority to examine all records, registers, minutes, and papers pertaining to the subject matter under review or consideration, including those kept by boards and commissions of the city. The city officers, department heads, board and commissions chairpersons shall cooperate with and assist the committees in carrying out their duties and responsibilities and in furnishing necessary information, except where prohibited by law or excluded under the State Public Records Act.
- C. In the event of a conflict as to which committee has the responsibility with respect to a particular subject matter or area, the questions shall be referred to the council who, by majority vote, will determine which committee should take responsibility for the matter in question.
- D. The council also reserves to itself all powers to establish rules, procedures, and regulations for the conduct and operation of the standing committees.

**Section 6. Reports:**

- A. In the appropriate place on the council agenda, any appropriate reports from the standing committees shall be made by the committee chairperson or an alternate designated by the chairperson. The report shall be limited to:

1. Ongoing Assignments: Status updates on active tasks or projects assigned or referred to the committee as set forth herein.
  2. New Items: Emerging matters relevant to the committee’s jurisdiction or subject area that require the prompt attention or awareness of the full council at the discretion of the chairperson.
- B. A minority report may be given by any committee member who dissents from the report by the majority. Oral reports shall be sufficient, unless a council majority feels that a written report should be furnished.
- C. The standard Council Agenda for regular meetings of the City Council shall include a permanent, recurring agenda item entitled “Committee Reports.” Committee Reports shall occur after the consent agenda but prior to new business.

**Section 7. Staffing:** All requests for staff assistance to a committee shall be made to the mayor by the committee chairperson.

**Section 8. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 9. Effective Date.** This Resolution shall take effect immediately, or as otherwise provided by law.

**Section 10. Corrections.** Upon approval of the City Attorney, the City Clerk and the codifiers of this resolution are authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, resolution numbers, section/subsection numbers, and any references thereto.

**PASSED** by the Council of the City of Morton, Washington, and **APPROVED** by the Mayor of the City of Morton at a regularly scheduled open public meeting thereof, this \_\_\_\_ day of June, 2026.

\_\_\_\_\_  
Ricky Mead, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
LuAnn Ward, City Clerk

\_\_\_\_\_  
Marissa Y. Jay, WSBA # 55593  
City Attorney

Approved Reading: \_\_\_\_\_/2026  
Effective Date: \_\_\_\_\_/2026

**ORDINANCE 2026-05**

**AN ORDINANCE OF THE CITY OF MORTON ESTABLISHING CHAPTER  
12.40 OF THE MORTON MUNICIPAL CODE REGARDING COMPLETE  
STREETS**

**WHEREAS**, the term "Complete Streets" describes a comprehensive, integrated transportation network that provides safe and convenient access for all users of the road, including but not limited to: pedestrians of all ages and abilities, bicyclists, transit riders and vehicles, school bus drivers, freight vehicles, emergency service providers; and

**WHEREAS**, studies have shown that obesity and related diseases can be prevented through increased physical activity such as walking and biking; and

**WHEREAS**, it is the intent of the City to provide transportation options to maximize the mobility and safety of its aging population; and

**WHEREAS**, the implementation of Complete Streets will lead to greater street connectivity and provide increased opportunities for recreation such as walking and biking; and

**WHEREAS**, Complete Streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations; and

**WHEREAS**, Complete Streets enhance safe walking and biking options for all Morton's Elementary, Middle and High school children, and remove hazardous routes to and from school and other youth destinations; and

**WHEREAS**, the City seeks to cultivate opportunities for social connections and strengthen the social fabric of neighborhoods; and

**WHEREAS**, the City recognizes the necessity for different vehicle types and acknowledges the need to provide accessible and affordable parking; and

**WHEREAS**, the City shall incorporate Complete Streets design features and infrastructure into existing public streets to create a comprehensive, integrated, connected transportation network that promotes health and safety of all users; and

**NOW, THEREFORE, BE IT ORDAINED** by the City of Morton, Washington that:

**Section 1.** New Section **12.40** of Morton Municipal Code, “**STREETS, SIDEWALKS AND PUBLIC SPACES**” is hereby adopted, as follows:

This chapter shall be known and may be cited as the “Morton Complete Streets Resolution.”

**Section 2.** New Section **12.40.010** of Morton Municipal Code, “**PURPOSE AND VISION**” is hereby adopted, as follows:

The City of Morton's vision is a community in which resident and visitors of all ages and abilities are able to travel safely and conveniently on all streets. The City of Morton shall, to the maximum extent practicable, scope, plan, design, operate, construct, and maintain streets and other facilities that promote safe and convenient access and travel for all “users”, including but not limited to: pedestrians of all ages and abilities, bicyclists, transit riders and vehicles, school bus drivers, freight vehicles, emergency service providers; and

The City of Morton prides itself on the quality of life available to residents, and encourages active living, and safety by providing safe, convenient, healthy and comfortable routes for walking, bicycling, and public transportation.

The purpose of this resolution is to ensure that all users are planned for in the construction of all City transportation improvement projects as outlined in the City's Comprehensive Plan and the City's Municipal Code. The City recognizes that Complete Streets will increase the health and safety of residents, as well as economic vitality. The Complete Streets policy will increase connectivity for all types of transportation within the City. Application of this policy will increase access for all users.

**Section 3.** New Section **12.40.020** of Morton Municipal Code, “**APPLICABILITY**” is hereby adopted, as follows:

This resolution shall apply to all areas within the city limits of MORTON. The City will collaborate with Washington State Department of Transportation (WSDOT) and Lewis County to carry out the resolution. The provisions of this resolution shall apply, to the maximum extent practicable, to all new construction and improvements of the City's transportation network.

**Section 4.** New Section **12.20.030** of Morton Municipal Code, “**DEFINITIONS**” is hereby adopted, as follows:

Unless specifically defined below, words or phrases used in this chapter shall be interpreted, so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

"City" means the City of Morton

"Complete Street" means a street that is designed to be safe and accessible for all: drivers, bicyclists, transit riders and vehicles, freight vehicles, emergency service providers, and pedestrians of all ages and abilities. The Complete Streets policy focuses not on just changing individual streets, but on empowering the decision-making process so that all users are routinely considered during the scoping, planning, designing, building, and operation of all streets in the transportation network.

"Right of Way" is a general term that means land, property, or interest therein, usually but not always in a strip or corridor, acquired or devoted for transportation and/or utility purposes.

"User" or "Users" means all human or non-human individuals or vehicles that use streets, including: bicyclists, freight vehicles, conventional and self-driving automobiles, public transportation riders and vehicles, and propel of all ages and abilities, including children, youth, families, older adults and individuals with diverse personal mobility needs. Users may also be interpreted as including the various common and essential items and accompaniments, including: shopping bags and boxes, rolling luggage, baby carriages and strollers, service animals and pets.

**Section 5.** New Section **12.40.040** of Morton Municipal Code, "**EXCEPTIONS**" is hereby adopted, as follows:

A. Exceptions to this policy may be determined by the Public Works Director (or designee) under the circumstances listed below:

1. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law;
2. Ordinary maintenance activities such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, chip sealing, or pothole filling do not require that elements of this policy be applied beyond the scope of that maintenance activity;

Ordinary maintenance paving projects should include the evaluation of existing facility conditions that support alternate transportation types, as well as modifying existing pavement markings and signage to support such alternative transportation type as appropriate and reasonable.

B. Morton City Council may determine that new street or reconstruction projects and maintenance paving projects which involve widening pavement, may

exclude elements of this policy when the accommodation of a specific use is expected to:

1. Require more space than is physically available; or
2. Drastically increase project costs and equivalent alternatives exist within close proximity; or
3. Have adverse impacts on environmental resources such as streams, wetlands, floodplains, and geologically hazardous areas, or on historic structures or sites above and beyond the impacts of currently existing infrastructure; or
4. Compromise the integrity of a dike or other water retention or drainage facility; or
5. The cost would be disproportionate and burdensome in relation to the current needs or probable future use.

**Section 6.** New Section **12.40.050** of Morton Municipal Code, **“INFRASTRUCTURE”** is hereby adopted, as follows:

As feasible, the City shall incorporate complete streets infrastructure into existing public streets to create a comprehensive, integrated, connected transportation network that balances access, mobility and health and safety needs of all users. Complete Streets infrastructure includes design features that contribute to a safe, convenient travel experience for all users, including but not limited to:

- Sidewalks
- Paved shoulders
- Shared use paths
- Bicycle lanes
- Shared use lanes
- Automobile lanes
- Street trees and landscaping
- Planting strips
- Curbs and accessible curb ramps
- Bulb outs
- Crosswalks and refuge islands
- Pedestrian and traffic signals (including countdown and accessible signals)
- Directional signals
- Street furniture
- Bicycle accommodations including parking facilities signage and markings

- Public transportation stops and facilities
- Traffic calming devices (such as traffic circles, roundabouts, traffic bumps, intersection treatments, narrow vehicle lanes and raised medians)
- Surface treatments such as paving blocks, textured asphalt and concrete
- Appropriate lighting for speed and type of travel
- Appropriate streetscapes that appeal to and promote pedestrian use
- Parking spaces

**Section 7.** New Section **12.40.060** of Morton Municipal Code, “**DESIGN CRITERIA**” is hereby adopted, as follows:

The City shall design Complete Streets solutions that will best serve the transportation needs of all users. The priority shall be on the needs and comfort of all users, considering issues such as street design and width, desired operating speed, street lighting, beautification and connectivity.

The City, through its Public Works Department, shall maintain design criteria, standards and guidelines based upon recognized best practices in street design, construction and operation as identified in the most recent version of the following:

- A. Morton Municipal Code
- B. Morton Comprehensive Plan and Zoning Map
- C. Other design resources may include, but are not limited to:
  1. Washington State Department of Transportation Design Manual;
  2. American Association of State Highway Transportation Officials (AASHTO)
  3. Institute of Transportation Engineers (ITE)
  4. National Association of City Transportation Officials (NACTO)
  5. Manual On Uniform Traffic Control Devices (MUTCD)

The context and character of the surrounding built and natural environments shall be considered in all design criteria, standards and guidelines.

**Section 8.** New Section **12.40.070** of Morton Municipal Code, “**IMPLEMENTATION**” is hereby adopted, as follows:

Complete Streets shall be achieved either through single projects or through a series of smaller improvements or maintenance activities over time. The implementation of various Complete Streets elements will utilize current and adequate design criteria. The design of various Complete Streets components to be implemented shall be based on a context sensitive approach, with the analysis of the street's existing conditions and the present and future needs for all users. The system's design will be consistent with and supportive of local neighborhoods, recognizing that transportation needs vary and must

be balanced in a flexible, safe and cost-effective manner.

The City will seek advice from Morton Active Transportation group when needed. The Active Transportation group should be comprised of appropriate interested parties, transportation experts and elected officials.

**Section 9.** New Section **12.40.080** of Morton Municipal Code, "**PARTNERSHIP AND COOPERATION**" is hereby adopted, as follows:

The City will cooperate and foster partnerships with other planning and funding agencies including but not limited to: the Federal Highway Administration; WSDOT; Washington State Department of Health; Washington State Transportation Improvement Board; the Regional Transportation Planning Organization; Lewis County; Morton School District; residents; businesses; interest groups; and neighborhoods to ensure the needs of all agencies and groups are considered and that the principles and practices of Complete Streets are communicated and considered in their scoping, planning, design, construction, and maintenance activities. The City will specifically cooperate to ensure the transportation network flows between jurisdictions in accordance with local and regional road, transit, bicycle, and pedestrian plans.

**Section 10.** New Section **12.40.090** of Morton Municipal Code, "**PERFORMANCE MEASURES**" is hereby adopted, as follows:

The City of Morton shall periodically review achievements and other conditions to measure performance and evaluate the Complete Streets Resolution for success and opportunities for improvement. Performance measures shall be determined by the Public Works Director and may include, but is not limited to:

- Number of bicycle facilities created or improved
- Number of pedestrian facilities created or improved
- Number of ADA accommodations created or improved
- Number of exceptions granted
- Percent of residents reporting increased quality of life
- Proportion of users by transportation type
- Miles of improved streets

The Public Works Director and/or designee shall report to the City Council on an annual basis on the transportation projects undertaken within the prior year and planned projects within the next year and the extent to which each of these projects has met or will meet the objectives of this policy.

**Section 11.** New Section **12.40.100** of Morton Municipal Code, "**SEVERABILITY**" is hereby adopted, as follows:

If any section, subsection, clause, phrase or work in this Chapter is for any reason held invalid or unconstitutional by and court of competent jurisdiction, such section shall be deemed a separate provision and such holding shall not affect the validity of the remaining portion of this Chapter.

**Section 12.** Codification. Code adoptions and amendments in Section 1 through 11, above, shall be codified.

**Section 13.** Effective Date. These regulations are in the public interest and shall take effect immediately upon adoption by the City Council.

PASSED by the City Council of the City of Morton, Washington, and signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mayor Ricky M. Mead

Attest:

\_\_\_\_\_  
Luann Ward, City Clerk

Approved as to form:

\_\_\_\_\_  
Jim Buzzard, City Attorney

Date of publication: \_\_\_\_\_

**CITY OF MORTON  
AUTHORIZATION FOR ENGINEERING SERVICES  
AUTHORIZATION NO. 2024-002  
AMENDMENT NO. 2**

This Amendment No. 1 modifies the Agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Morton, Washington (Client) originally executed on May 20, 2024, for Well No. 2 Improvements project.

The following modifications are made to the Agreement and all other terms and conditions in the original Agreement remain in full force and effect:

**SCOPE OF WORK**

The Engineer's scope of work is modified to include providing environmental permitting required by Lewis County that was not originally anticipated. Lewis County is requiring an Aquatic Habitat Area Assessment prepared by a qualified professional due to proposed work being within 150 feet of a stream. The Engineer will subcontract with an environmental subconsultant to perform the required environmental permitting work. The added scope of work includes:

Field Work and Project Research - Includes the following:

- Review of online environmental databases, current and historic aerial photographs, and applicable local municipal and county codes.
- Conduct field work including delineating wetlands and streams, mapping priority habitats, gathering test plot information, and reconnaissance of site conditions.
- Map pertinent site information with a hand-held GPS unit capable of submeter accuracy.
- Coordination and correspondence with the Client.

Aquatic Habitat Assessment and Riparian Buffer Averaging Plan - Includes the following:

- Prepare an Aquatic Habitat Assessment with associated graphics per Lewis County requirements.
- Prepare a riparian buffer averaging plan for future onsite development that will be included in the Aquatic Habitat Assessment.
- Coordination and correspondence with Client and internal staff.

**BUDGET**

The Engineer's budget is increased to provide compensation for the additional Scope of Work as shown below and as detailed in the attached Exhibit A - Budget Estimate


Original Agreement Amount .....	\$141,000.00
Amendment No. 1 Amount .....	\$ 16,000.00
<u>Amendment No. 2 Amount .....</u>	<u>\$ 10,000.00</u>
Total Agreement Amount including Amendment No. 1 & No. 2.....	\$167,000.00

IN WITNESS, WHEREOF this Amendment No. 2 is made and executed this \_\_\_\_\_ day of June, 2026.

CITY OF MORTON

GIBBS & OLSON, INC.

By: \_\_\_\_\_  
Mayor Ricky M. Mead  
City of Morton  
192 Adams Avenue  
Morton, WA 98356

By:  \_\_\_\_\_  
Richard A. Gushman, President  
Gibbs & Olson, Inc.  
PO Box 400  
Longview, WA 98632

Attachments:  
Exhibit A - Budget Estimate

File: 0530.0004

Task Authorization 2024-002 - Amendment No.2

Exhibit A - Budget Estimate

City of Morton

Well No. 2 Improvements - Iron & Manganese Removal Treatment System

June 17, 2026

Design Phase Engineering Services						
Task	Description	Prin.	Engr VI	Engr III	Env. Sub	Total
1	Environmental Permitting - Habitat Assessment	1	2	4	\$7,500	\$9,945
	<b>Subtotal</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>\$7,500</b>	<b>\$9,945</b>
	Miscellaneous Project Expenses					\$55
	<b>Total Amendment No. 2 Budget</b>					<b>\$10,000</b>
	Original Authorization Amount and Amendment No. 1					\$157,000
	<b>Total Authorization Amount with Amendment No. 1 &amp; No. 2</b>					<b>\$167,000</b>

2026 \$285 \$260 \$185



## Community Development

P 125 NW Chehalis Avenue  
M 351 NW North Street  
Chehalis, WA 98532

05/28/2026

Chapman, Scott  
PO Box 1089  
Morton, WA 98356

Reference Number: MSR26-0338  
Project: build a water treatment plant on the existing well site  
Parcel Number: 034128022000

Dear Applicant,

The initial review of your master site review is complete. The above referenced application is placed on hold pending resolution of the following issues:

- An Aquatic Habitat Area Assessment prepared by a qualified professional meeting the criteria of LCC 17.10.170 is required due to the proposed work within 150' of a mapped Type F Stream.

If these items are not submitted within 90 days of the date of this letter, your application will automatically lapse per Chapter 17.05.070(B)(1) Lewis County Code and will not be processed. If your review is pending additional applications for permits, the applications can be found online at: <https://lewiscountywa.gov/departments/community-development/permit-applications-and-handouts/>

Please contact me directly at 360-740-1389 or email [preston.pinkston@lewiscountywa.gov](mailto:preston.pinkston@lewiscountywa.gov) if you are unclear as to how to proceed with resolution.

Sincerely,

Preston Pinkston

Planner

Lewis County Community Development