AGENDA
MORTON CITY COUNCIL MEETING
7:00 PM October 26, 2026

Mayor Rick Mead

City Clerk LuAnn Ward

Council Jason Sawyer
Council Maria Gonzalez
Council Peter Hansen
Council Jeff Johnson
Charlie Clevenger

REGULAR COUNCIL MEETING

1. **PLEDGE OF ALLEGIANCE**

2. **CONSENT AGENDA:**
   Minutes of September 28, 2026 vouchers and EFT's

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

4. **COUNCIL COMMITTEE UPDATE**

5. **DISCUSSION**
   1. Tara Chestnut email to council.

6. **NEW BUSINESS:**
   1. Councilman Sawyer request council meetings be recorded and posted on city website by City Clerk.
   2. Councilman Sawyer implement a zoom link.
   3. Interlocal agreement between City of Morton and City of Napavine.
   4. Katharine Buckley – Overview on bee-keeping
   5. First reading of 2027 Budget, Ordinance 2026-11

7. **OLD BUSINESS:**
   1. Minutes of August 24, 2026 minutes

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

ADJOURN:

September 28, 2026
Morton City Council Regular Meeting

Mayor Rick Mead
Councilman Jason Sawyer
Councilwoman Maria Gonzalez
Councilman Peter Hansen
Councilman Jeff Johnson
Councilman Charlie Clevenger

7:00 pm – REGULAR COUNCIL MEETING

Pledge of Allegiance: Led by Mayor Rick Mead

Councilman Sawyer read an email he received late in the afternoon from Tara Chestnut disputing the meeting minutes from August 24, 2026 meeting. Other councilors had not yet received the email and elected to table the minutes until an investigation could be done. (Motion by councilman Hansen, 2nd councilman Sawyer, all in favor)

Consent Agenda vouchers and EFTs from August 24, 2026 (Motion by councilman Hansen, 2nd councilwoman Gonzalez, all in favor)

Public comment:
None

Council Committee Update

Councilman Sawyer – Morton clean-up day went very well and had about 20 people showed up to pick-up garbage and a thank you to Sara for the disposal of the garbage that was picked-up. A townhall meeting was held Aug. 25th with business owners expressing making downtown beautiful again and encouraging all businesses to paint and upkeep, the possibility of garbage cans, murals and maps.
Councilman Hansen – City started working on budget
Councilman Johnson – The park clean-up had 34 people including kids and was a success. FOMP along with park committee members is working on designated tent sites and park caretaker.
Councilman Clevenger – PW plan to have Bingaman Dr. paved by end of year, working on grants for 2 or 3 more streets in 2027.

Discussion:
A discussion regarding bee complaints, the "2" people in town with bees are in full compliance and there isn't anything the city can do.
Councilman Hansen & Councilman Clevenger, have a facebook page "Heart of Morton" where people can reach out if they need help with yard maintenance or other small tasks.

New business:

- Council approved Ordinance 2026-08 regarding Town Hall meetings (Motion by councilman Sawyer, 2nd councilman Hansen, all in favor)
- Council approved Ordinance 2026-09 amending MMC 15.04 (Motion by councilman Johnson, 2nd councilman Clevenger, all in favor)

- Council approved Ordinance 2026-10 new tax application for tourism funds (Motion councilman Hansen, 2nd councilman Clevenger, all in favor)
- Councilman Clevenger stated community member brought to his attention about painting the curb in front of the hospital bus stop, councilman Sawyer expressed extending another 5 – 10 ft as the buses are large. Council also advised signage stating "tow away zone"

Old business:
None

Public Participation:

Citizen Patricia stated she was happy with the park clean-up day and wished the Journal had been there to cover it.

Councilman Johnson stated they are working on trunk or treat and Christmas lighting in the park.

Citizen Ralph questioning something about former Mayor Gerwig, but was unclear in what he was asking.

Mayor Mead thanked his wife for keeping the bathrooms clean at Backstrom Park.

Motion to adjourn councilman Johnson, 2nd councilwoman Gonzalez, all in favor.

Adjourn 7:40 pm

Respectfully, LuAnn Ward, City Clerk

Ricky Mead, Mayor

cclerk@visitmorton.com

From: Tara Chestnut <tarachestnut@gmail.com>
Sent: Monday, September 28, 2026 4:24 PM
To: cclerk@visitmorton.com; Deputy Clerk; treasurer@visitmorton.com; mayor@visitmorton.com; council1@visitmorton.com; council2@visitmorton.com; council3@visitmorton.com; council4@visitmorton.com; council5@visitmorton.com
Subject: Public comment on Sept 2026 agenda

Good afternoon,

I am currently on a wildland fire assignment for work and unable to attend tonight's city council meeting. I am requesting that this message be read during the meeting at the appropriate times and added to the record.

2. Consent agenda
The minutes from the August 2026 city council meeting are not inclusive of the discussions that were had and in places, they are factually inaccurate. Please make these corrections before consenting to the the agenda minutes.

Under New Business Citizen Tara (assuming that's me unless there's another 'Citizen Tara'), while I did express the sentiments captured in the minutes, I also brought up the palpable tension among council members, repeated violations of City Ordinance 2026-02 Section 10H "Professional Conduct in Meetings" by several councilors and concerns that my citizen complaint was not adequately addressed.

Under Public Participation, Citizen Tara specifically requested microphones to improve accessibility for participants who are hard of hearing. I also requested that meetings have a remote option and be recorded so community members who cannot participate in-person can still attend or watch the meeting afterwards.

Public Participation
For clarity and accuracy, I request that the full name of individuals be recorded in the minutes. I also request that city council meetings be transcribed and a written transcript of the meetings be posted along with the approved meeting minutes. Ideally, meetings would be video recorded and posted, though I realize this make be more work that the city has capacity for, therefore, I request that the city examine the cost and data storage needs to record meetings and report back during a city council meeting in the next three months.

Listing comments and public participation from Citizen First Name Only, does not adequately document who the comment was from, or provide a way for follow up. Please list the full name of the person providing comments in meeting minutes.

The current method for documenting city council meetings is not adequate. One to two sentence summaries do not adequately document the content, discussions, decisions or comments that occur during city council meetings. In reviewing past meeting minutes where I have provided input, the full breadth of my comments are not represented. Two examples from the August 2026 meeting were provided above. Creating a written transcript does not require a significant increase to workload and increases transparency and accountability. There are many computer applications, including Microsoft Word and AI programs, that offer transcription features that can be reviewed and corrected for accuracy, for example misspelling of words. At future meetings, please provide meeting transcripts along side the summary of meeting minutes.

Luann, please add the following items to next month's agenda:

1. Directing the Clerk to record city council meetings using an official city device.
2. Requiring the Clerk to post these video recordings to the city website.
3. Implementing a Zoom link for remote access to accommodate elderly constituents and others unable to attend in person.

To support remote attendance, this will also require installing an updated screen in the council chambers that is large enough for both the council and the gallery to view. Many small municipalities successfully provide this level of access, and our city should be able to meet the same standard.

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, 2027, 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 (90) days written notice prior to the end of the agreement, which notice shall be effective January 1, 2027. 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 shall commence upon mutual acceptance of this Agreement as set forth in Section herein above, and shall expire on December 31, 2027. Thereafter, this Agreement shall run from year to year (January 1 - December 31). It is the intent of the parties to continue this contractual relationship from year to year until terminated, and is not the intent of the parties to execute a new Agreement at the end of each term. Regardless, following the initial term, either party may terminate this Agreement upon ninety (90) days written notice for cause or no cause.

The Agreement shall take effect on January 1, 2027, (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 98565
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: 10/13/2026

SHAWN O'NEILL, Mayor

Attest:

By: Rachelle Denham

Rachelle Denham, City Clerk

Approved as to form:

James M.B. Buzzard, City Attorney

CITY OF MORTON

DATED: _____

RICK MEAD, Mayor

Attest:

By: _____

LuAnn Ward, City Clerk

Approved as to form:

James M.B. Buzzard, City Attorney

RECEIVED
OCT 12 2026
By

CITY OF MORTON
COUNCIL AGENDA REQUEST FORM

Name of person/s requesting to be on the City Council Agenda: Katharine Buckley / Jeff Johnson

Date of Council meeting you wish to speak at: Oct 26th 2026

Time needed for the presentation: 15± DEPENDING ON Q+A

Subject of presentation: BEES

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.

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY OF MORTON ADOPTING THE MONETARY BUDGET FOR THE CALENDAR YEAR 2027, STARTING EFFECTIVE DATE OF JANUARY 1, 2027, 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 26, 2026 is summarized as follows:

			REVENUES		EXPENDITURES
001	CURRENT EXPENDITURES		$1,290,701		$1,290,701
101	CITY STREETS		$265,740		$265,740
103	CEMETERY		$22,900		$22,900
105	DRUG		$100		$100
106	TOURISM		$31,000		$31,000
107	CAPITAL PROJECTS FUND		$45,000		$45,000
400	WATER		$895,900		$895,900
401	SEWER		$907,940		$907,940
403	PROJECTS		$4,596,316		$4,596,316
	TOTAL		**$8,055,597**		**$8,055,597**

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 2027

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

August 24, 2026
Morton City Council Regular Meeting

Mayor Rick Mead
Councilman Jason Sawyer
Councilwoman Maria Gonzalez
Councilman Peter Hansen
Councilman Jeff Johnson
Councilman Charlie Clevenger

7:00 pm – REGULAR COUNCIL MEETING

Pledge of Allegiance: Led by Mayor Rick Mead

Council amended the agenda by adding an Executive session (RCW42.30.120(1) and Town Hall discussion under old business. (Motion by councilman Hansen, 2nd councilwoman Gonzalez, all in favor)

Council broke for executive session at 7:03 pm – RCW42.30.120(1) and returned 7:08 pm – no decisions were made.

Consent Agenda minutes, vouchers and EFTs from July 27, 2026 (Motion by councilman Johnson, 2nd councilwoman Gonzalez, all in favor)

Public comment:
None

Council Committee Update

Councilman Sawyer - Junk & Joy is a new business in town; NAPA officially moved. A townhall meeting will be held Tues. at Main Ave Coffee House with a focus on improving business in downtown.
Councilman Hansen – City started working on budget
Councilman Johnson - the park committee along with FOMP is working on park improvements
Councilwoman Gonzalez – working on striping by the school
Councilman Clevenger – PW replaced old water lines on Bingaman Dr., replaced culvert at airport

New business:

- Erika Katt – LC Emergency Management – spoke about wildfires, creating zones around homes to protect from fire, signing up for LC Alerts
- Councilman Sawyer suggested mayor pro-tem be voted on annually. The state RCW requires every 2 years. A comment was made the city already votes every year for mayor pro-tem and council committees and will remain doing so.
- Councilmen Hansen and Clevenger announced volunteering to help people in our community with lawn and garbage pick-up
- Citizen Tara acknowledged being a council member is a hard job and thanks council for what they do; she encourages council members to take on-line classes offered by MRSC.

- Council approved Ordinance 2026-07 accepting pantry donation from ELC Chamber (Motion by councilwoman Gonzalez, 2nd councilman Johnson, all in favor)
- Council approved giving $4000.00 in tourism funds to the city to increase wages for Backstrom Park Manager (Motion councilman Johnson, 2nd councilman Gonzalez, all in favor)

Old business:

Council discussed having town meetings and asked city attorney to draft an ordinance for additional council meeting-workshops on the 2nd Monday of each month.

Public Participation:

Citizen Richard said thank you to all the council members for what they do.

Councilman Johnson stated he would like to see police blotter in paper.

Citizen Tara would like to see something done to improve acoustics, sometimes is hard to hear.

Motion to adjourn councilman Johnson, 2nd councilman Hansen, all in favor.

Adjourn 7:55 pm

_____ _____

Respectfully, LuAnn Ward, City Clerk Ricky Mead, Mayor