



**CITY OF MATTAWA**  
**COUNCIL MEETING AGENDA**  
**March 07, 2024**  
**5:30 P.M.**

Call to Order:

Roll Call: Mayor Maria Celaya, Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta,  
Alex Heredia, Fabiola Hernandez, Wendy Lopez

**I. Additions/Approval of Agenda:**

**II. Public Comments**

**III. Presentations**

- Wahluke School District – Dog Issues

**IV. Consent Agenda/Informational:**

- Minutes- Council Meeting 02.15.24
- SCJ Alliance Monthly Update 03.07.24
- Gray & Osborne Project Summary 2.28.24
- Parks, Recreation, and Open Space Plan (PROS Draft)
- Mattawa's GMA Compliance Letter
- 2023 Budget Report – Final
- 2024 Claims EFT & Checks Approval #20312-20337 - \$109,220.31
- 2024 Payroll EFT & Checks Approval #31924-31930 - \$104,442.76

**V. Reports:**

Mayor Report

Council Report

Police Department Report

Public Works Department Report

VI. Council, Items for Motion (Old Business):  
None.

VII. Council, Items for Motion (New Business):

1. WWTF Influent Pump Station & Filtrate Pump Station Control Panel Replacement
2. Ordinance 24-692 Amending Ch. 6.04 Dog & Animal Control
3. Ordinance 24-693 Amending Ch. 6.14 Dangerous Dogs
4. Planned Growth Committee - Elect Representative
5. Paul Lauzier Grant Park Equipment Purchase
6. RCO Grant Procurement
7. Chief of Police Job Description Update

VIII. Executive Session: RCW 42.30.110 (1iii) Litigation or Legal risks.

IX. Adjournment:

# ACCOUNTS PAYABLE

City Of Mattawa

Time: 16:18:52 Date: 03/04/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
<b>16997</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2889</b>		<b>ABC FIRE CONTROL INC</b>	<b>299.18</b>	<b>Annual Fire Extinguisher Inspections</b>
	518 30 48 00	Repair And Maintenance	001 000 518	Current Expens	36.26	Annual Fire Extinguisher Inspections	
	521 20 31 00	Office Supplies	001 000 521	Current Expens	63.60	Annual Fire Extinguisher Inspections	
	534 10 31 01	Operating Supplies	401 000 534	Water Operatin	99.66	Annual Fire Extinguisher Inspections	
	535 10 41 04	Professional Services	405 000 535	Sewer Operatin	99.66	Annual Fire Extinguisher Inspections	
<b>17011</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>1124</b>		<b>CENTURY LINK</b>	<b>133.24</b>	<b>WWTF SCADA</b>
	535 10 42 00	Telephone	405 000 535	Sewer Operatin	133.24	WWTF SCADA	
<b>17012</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>1886</b>		<b>CENTURY LINK</b>	<b>73.22</b>	<b>Lift Station</b>
	535 10 42 00	Telephone	405 000 535	Sewer Operatin	73.22	Lift Station	
<b>17008</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>1251</b>		<b>CITY OF MATTAWA-UTILITIES</b>	<b>338.23</b>	<b>City Of Mattawa Utilities Feb, 2024</b>
	518 30 47 14	City Hall Utilities	001 000 518	Current Expens	103.42	City Hall	
	543 30 47 00	Utilities	101 000 543	Street Fund	103.42	Shop	
	572 20 47 00	Library - Utility Services	001 000 572	Current Expens	131.39	Library	
<b>16968</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>112</b>		<b>COLUMBIA BASIN HERALD</b>	<b>54.99</b>	<b>Ad. Summary Ordinance 24-691</b>
	518 30 41 00	Publishing	001 000 518	Current Expens	54.99	Ad. Summary Ordinance 24-691	
<b>16967</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2790</b>		<b>CORONA GARCIA, MIGUEL</b>	<b>100.00</b>	<b>Refund Utility Deposit</b>
	589 30 01 00	Deposit Refunds - Custome	403 000 580	Customer Depo	100.00	Refund Utility Deposit	
<b>16999</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>173</b>		<b>EVERGREEN RURAL WATER</b>	<b>225.00</b>	<b>CCR Review Exam-Juan Ledezma</b>
	534 10 43 00	Travel & Training	401 000 534	Water Operatin	225.00	CCR Review Exam-Juan Ledezma	
<b>17000</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>173</b>		<b>EVERGREEN RURAL WATER</b>	<b>300.00</b>	<b>WDM Exam Review- Juan Ledezma</b>
	534 10 43 00	Travel & Training	401 000 534	Water Operatin	300.00	WDM Exam Review- Juan Ledezma	
<b>17014</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2304</b>		<b>FIRST BANKCARD</b>	<b>5,856.92</b>	<b>Credit Card Expenses- PW</b>
	534 10 31 00	Office Supplies	401 000 534	Water Operatin	108.39	Uniforms Pants	
	534 10 31 03	Uniforms	401 000 534	Water Operatin	113.79	Uniforms Pants	
	534 10 35 00	Small Tools & Equipment	401 000 534	Water Operatin	197.74	Binoculars/ Trash Bags	
	534 10 41 05	Professional Services	401 000 534	Water Operatin	21.67	Adobe Acrobat	
	534 10 41 05	Professional Services	401 000 534	Water Operatin	0.99	Icloud Storage	
	534 10 43 00	Travel & Training	401 000 534	Water Operatin	25.00	Grant Writting Worshop	
	534 10 47 01	Utilities	401 000 534	Water Operatin	69.95	Ifiber DW Feb	
	534 10 48 03	System Repair & Maintenai	401 000 534	Water Operatin	31.47	Water Pipe Insulation	

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 48 03	System Repair & Maintenan		401 000 534 Water Operatin;	176.26	Weather Stripping Door/pipe Heating/
534 10 48 03	System Repair & Maintenan		401 000 534 Water Operatin;	36.21	Weather Stripping Door/pipe Heating/
534 10 48 03	System Repair & Maintenan		401 000 534 Water Operatin;	764.88	Siding/ Insulation
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	113.80	Uniforms Pants
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	184.17	Uniforms Pants
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	25.00	Grant Writting Worshop
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	11.35	Meal Reyes- Pesticde Training
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	11.36	Meal Reyes- Pesticde Training
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	607.84	23Vac Truck Service
535 10 48 04	System Repairs / Maintenan		405 000 535 Sewer Operatin	73.58	Pressure Switch Air Comp
542 30 43 00	Travel And Training		101 000 542 Street Fund	25.00	Grant Writting Worshop
542 30 43 00	Travel And Training		101 000 542 Street Fund	120.00	Pesticide Resert. Reyes
542 30 43 00	Travel And Training		101 000 542 Street Fund	240.00	Pesticide Recert. Ledezma And Fernandez
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	1,384.88	Cold Patch Asphalt
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	1,384.32	Cold Patch Asphalt
542 30 48 01	Vehicle Repair & Maintenan		101 000 542 Street Fund	42.27	Salt Sander
576 80 48 00	Park Maintenance		001 000 576 Current Expens	87.00	Binoculars/ Trash Bags
<b>17015 03/07/2024 03/07/2024 2304 FIRST BANKCARD</b>				<b>852.66</b>	<b>Credit Card Expenses-MPD</b>
521 10 49 00	Professional Services		001 000 521 Current Expens	90.06	Office Phone Lines
521 10 49 00	Professional Services		001 000 521 Current Expens	21.63	Acorbat Pro
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	57.09	Fuel-Funeral
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	26.37	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	25.00	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	25.16	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	22.97	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	15.75	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	39.02	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	51.00	Fuel Procession
521 20 32 00	Vehicle Fuel		001 000 521 Current Expens	32.01	SRO Fuel Procession
521 20 32 01	SRO Vehicle Fuel		001 000 521 Current Expens	78.15	Fuel Procession
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	368.45	Holsters
<b>17016 03/07/2024 03/07/2024 2304 FIRST BANKCARD</b>				<b>1,354.88</b>	<b>Credit Card Expenses- Clerks</b>
514 23 31 02	Office Supplies		001 000 514 Current Expens	27.05	Binders
514 23 31 02	Office Supplies		001 000 514 Current Expens	61.00	Manila Envelopes/ Tissue/Scissors
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	68.90	City Hall Internet
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	33.34	Monthly Web Site
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	48.24	Office Phone Lines
518 30 49 14	Professional Services		001 000 518 Current Expens	259.55	Acrobat Pro

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521 10 49 00	Professional Services		001 000 521 Current Expens	33.34	Monthly Web Site
534 10 31 00	Office Supplies		401 000 534 Water Operatin;	212.66	Water System Signage
534 10 41 05	Professional Services		401 000 534 Water Operatin;	16.66	Monthly Web Site
534 10 41 05	Professional Services		401 000 534 Water Operatin;	48.24	Office Phone Lines
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	16.66	Monthly Web Site
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	48.24	Office Phone Lines
535 10 47 00	Utilities		405 000 535 Sewer Operatin	56.00	WWTF Internet
576 80 48 00	Park Maintenance		001 000 576 Current Expens	212.00	Park Signage
594 76 63 01	2022 Paul Lauzier Grant - F		001 000 594 Current Expens	213.00	Basketball Court Signage
<b>17010 03/07/2024 03/07/2024 3316 FORD MOTOR CREDIT COMPANY</b>				<b>3,269.63</b>	<b>MPD- Vehicle Lease 3/30/2024</b>
591 21 70 00	Police Vehicles (3) 2021 Fo		102 000 594 Police Vehicle I	2,906.09	MPD- Vehicle Lease 3/30/2024
592 21 80 00	Police Vehicles (3) 2021 Fo		102 000 594 Police Vehicle I	363.54	MPD- Vehicle Lease 3/30/2024
<b>16970 03/07/2024 03/07/2024 1698 GRANT COUNTY PUD</b>				<b>2,319.97</b>	<b>Power Billing Janaury 2024</b>
518 30 47 14	City Hall Utilities		001 000 518 Current Expens	230.58	City Hall
534 10 47 01	Utilities		401 000 534 Water Operatin;	1,759.02	707 2nd
534 10 47 01	Utilities		401 000 534 Water Operatin;	51.97	Boundary Ave
572 20 47 00	Library - Utility Services		001 000 572 Current Expens	168.21	Library
576 80 47 00	Park Utilities		001 000 576 Current Expens	25.87	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	30.06	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	29.07	Control Circuit
576 80 47 00	Park Utilities		001 000 576 Current Expens	25.19	Outlets
<b>16971 03/07/2024 03/07/2024 1698 GRANT COUNTY PUD</b>				<b>2,694.43</b>	<b>Power Billing Janaury 2024</b>
534 10 47 01	Utilities		401 000 534 Water Operatin;	276.72	709 1st
535 10 47 00	Utilities		405 000 535 Sewer Operatin	1,916.28	U Rd
535 10 47 01	LID Sewer Assess Fees		405 000 535 Sewer Operatin	88.04	8th St/ Portage
576 80 47 00	Park Utilities		001 000 576 Current Expens	113.96	104 Portage Ave
576 80 47 00	Park Utilities		001 000 576 Current Expens	299.43	710 1st
<b>17006 03/07/2024 03/07/2024 3680 HOLWEGNER, BRANDOM</b>				<b>500.00</b>	<b>Refund Hydrant Meter Deposit</b>
389 10 04 01	Hydrant Deposits		401 000 380 Water Operatin;	-500.00	Refund Hydrant Meter Deposit
<b>16995 03/07/2024 03/07/2024 3151 KNOBEL'S ELECTRIC INC</b>				<b>1,102.76</b>	<b>PW-Repair Chlorine Pump</b>
534 10 41 05	Professional Services		401 000 534 Water Operatin;	1,102.76	PW-Repair Chlorine Pump
<b>17003 03/07/2024 03/07/2024 3689 KOOY'S IRRIGATION, INC</b>				<b>352.14</b>	<b>WWTP Water Pump Inspection</b>
535 10 48 04	System Repairs / Maintenar		405 000 535 Sewer Operatin	352.14	WWTP Water Pump Inspection

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<b>17004</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3689</b>		
			<b>KOOY'S IRRIGATION, INC</b>	<b>1,418.48</b>	<b>WWTP 1HP 20GPM Pump</b>
	535 10 35 00	Small Tools & Equipment	405 000 535 Sewer Operatin	1,418.48	WWTP 1HP 20GPM Pump
<b>17005</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3689</b>		
			<b>KOOY'S IRRIGATION, INC</b>	<b>1,181.54</b>	<b>WWTP Boom Truck Rental</b>
	535 10 41 04	Professional Services	405 000 535 Sewer Operatin	1,181.54	WWTP Boom Truck Rental
<b>16966</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2870</b>		
			<b>MARTINEZ, JOSE</b>	<b>100.00</b>	<b>Refund Utility Deposit</b>
	589 30 01 00	Deposit Refunds - Custome	403 000 580 Customer Depo	100.00	Refund Utility Deposit
<b>16994</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2840</b>		
			<b>MATTAWA AUTO PARTS, LLC</b>	<b>702.97</b>	<b>Parts/Supplies</b>
	514 23 41 01	Banking And Visa/Mercha	001 000 514 Current Expens	25.00	NSF
	534 10 31 01	Operating Supplies	401 000 534 Water Operatin	225.00	Gloves
	534 10 48 02	Vehicle Repair & Maintena	401 000 548 Water Operatin	81.97	Booster Pac
	535 10 31 00	Office Supplies	405 000 535 Sewer Operatin	225.00	Gloves
	535 10 48 03	Vehicle Repair / Maintenanc	405 000 535 Sewer Operatin	81.96	Booster Pac
	537 10 31 00	Office Supplies	420 000 537 Solid Waste Fu	64.04	Gloves
<b>16998</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>294</b>		
			<b>MID-AMERICAN RESEARCH</b>	<b>184.54</b>	<b>Solvent Heavy Duty</b>
	535 10 48 02	Sewer Plant Maintenance	405 000 535 Sewer Operatin	184.54	Solvent Heavy Duty
<b>16983</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>324</b>		
			<b>MULTI AGENCY COMMUNICATION CENTER</b>	<b>2,481.70</b>	<b>Dispatch Services March 2024</b>
	522 20 42 02	MACC - Communications	107 000 522 Public Safety T	2,481.70	Dispatch Services March 2024
<b>16975</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3536</b>		
			<b>NATIONAL BAND &amp; TAG COMPANY</b>	<b>85.94</b>	<b>Dog License Tags 2024</b>
	554 30 31 00	Animal Control / Supplies	001 000 554 Current Expens	85.94	Dog License Tags 2024
<b>17001</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>625</b>		
			<b>NORCO</b>	<b>28.51</b>	<b>Cylinder Rental January 2024</b>
	534 10 31 01	Operating Supplies	401 000 534 Water Operatin	28.51	Cylinder Rental
<b>16973</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2798</b>		
			<b>PACIFIC OFFICE AUTOMATION</b>	<b>247.64</b>	<b>Monthly Equipment Fee January 2024</b>
	591 14 70 01	Copier Machine Lease - Cl	001 000 591 Current Expens	49.52	Monthly Equipment Fee January 2024
	591 21 70 03	Copier Machine Lease - PD	001 000 591 Current Expens	49.52	Monthly Equipment Fee January 2024
	591 34 70 01	Copier Machine Lease - PW	401 000 591 Water Operatin	49.52	Monthly Equipment Fee January 2024
	591 35 70 02	Copier Machie Lease - PW	405 000 591 Sewer Operatin	49.52	Monthly Equipment Fee January 2024
	591 37 70 01	Copier Machine Lease - PW	420 000 591 Solid Waste Fu	49.56	Monthly Equipment Fee January 2024
<b>16972</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2729</b>		
			<b>QUADIENT FINANCE USA INC.</b>	<b>100.00</b>	<b>Postage Machine</b>

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514 23 31 00	Postage		001 000 514 Current Expens	33.33	Postage Machine
534 10 30 02	Postage		401 000 534 Water Operatin	33.33	Postage Machine
535 10 31 01	Postage		405 000 535 Sewer Operatin	33.34	Postage Machine
<b>16996</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3189 RWC GROUP</b>	<b>1,111.39</b>	<b>23 Vac Truck Repair</b>
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	1,111.39	23 Vac Truck Repair
<b>16974</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>1730 SAFEGUARD SOLUTIONS BY FONTIS</b>	<b>453.13</b>	<b>Claims Checks-Clerks Office</b>
514 23 31 02	Office Supplies		001 000 514 Current Expens	453.13	Claims Checks-Clerks Office
<b>16977</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3416 SCJ ALLIANCE</b>	<b>6,298.50</b>	<b>Planning Services Fee Perido January 1 To February 2, 2024</b>
558 60 41 00	Planning-Zoning & Land U		001 000 558 Current Expens	6,298.50	Planning Services Fee Perido January 1 To February 2, 2024
<b>16978</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3416 SCJ ALLIANCE</b>	<b>2,634.75</b>	<b>PROS Plan #1 Period October 1-October 28th, 2023</b>
558 60 41 03	Mattawa Parks,Recreation,		001 000 558 Current Expens	2,634.75	PROS Plan #1 Period October 1-October 28th, 2023
<b>16979</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3416 SCJ ALLIANCE</b>	<b>11,472.25</b>	<b>PROS Plan #2 Period October 29 To December 2, 2023</b>
558 60 41 03	Mattawa Parks,Recreation,		001 000 558 Current Expens	11,472.25	PROS Plan #2 Period October 29 To December 2, 2023
<b>16980</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3416 SCJ ALLIANCE</b>	<b>14,960.21</b>	<b>PROS Plan #3 Period December 3 To December 31, 2023</b>
558 60 41 03	Mattawa Parks,Recreation,		001 000 558 Current Expens	14,960.21	PROS Plan #3 Period December 3 To December 31, 2023
<b>16981</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3416 SCJ ALLIANCE</b>	<b>14,888.75</b>	<b>PROS Plan #4 Period January 1 To February 2, 2024</b>
558 60 41 03	Mattawa Parks,Recreation,		001 000 558 Current Expens	14,888.75	PROS Plan #4 Period January 1 To February 2, 2024
<b>16976</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3668 SHANNON &amp; WILSON INC.</b>	<b>500.00</b>	<b>Refund Hydrant Meter Deposit</b>
389 10 04 01	Hydrant Deposits		401 000 380 Water Operatin	-500.00	Refund Hydrant Meter Deposit
<b>17007</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3405 STERICYCLE INC</b>	<b>138.70</b>	<b>Shredding Services 2/7/2024</b>
518 30 49 14	Professional Services		001 000 518 Current Expens	69.34	Shredding Services 2/7/2024

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521 10 49 00	Professional Services		001 000 521 Current Expens	69.36	Shredding Services 2/7/2024
<b>17009</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>3690</b>		<b>SUNNYSIDE NEW HOLLAND</b>
576 80 48 00	Park Maintenance		001 000 576 Current Expens	92.82	PW- Park Mower Maint,
<b>16969</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>1979</b>		<b>THE BUILDING DEPARTMENT LLC</b>
524 20 41 00	Rental/Fire Inspection Cost		001 000 524 Current Expens	4,880.00	Rental/ Fire Inspections
558 50 41 00	Building Permit & Plan Rev		001 000 558 Current Expens	17,107.66	Building Permit
<b>17002</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>2140</b>		<b>THINK TANK SANITATION INC.</b>
576 80 47 00	Park Utilities		001 000 576 Current Expens	425.00	Portable Restrooms
<b>16982</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>732</b>		<b>U.S CELLULAR</b>
521 20 42 00	Telephone		001 000 521 Current Expens	762.08	MPD-Cell Phone
<b>17013</b>	<b>03/07/2024</b>	<b>03/07/2024</b>	<b>732</b>		<b>U.S CELLULAR</b>
518 23 42 14	Telephone/Internet Expense		001 000 518 Current Expens	193.15	Clerks/ Mayor Cell Phone Services
534 10 42 00	Telephone		401 000 534 Water Operatin	107.58	PW Cell Phone Services
535 10 42 00	Telephone		405 000 535 Sewer Operatin	107.58	PW Cell Phone Services
537 10 42 00	Telephone		420 000 537 Solid Waste Fu	107.58	PW Cell Phone Services

Report Total: 102,599.70

Fund	
001 Current Expense Fund	77,758.42
101 Street Fund	3,299.89
102 Police Vehicle Fund	3,269.63
107 Public Safety Tax Fund	2,481.70
401 Water Operating Fund	7,164.95
403 Customer Deposit Fund	200.00
405 Sewer Operating Fund	8,203.93
420 Solid Waste Fund	221.18

This report has been reviewed by:

Anabel Martinez  
Anabel Martinez - City Clerk

3/4/24  
Date

REMARKS:

**AMENDMENT NO. 5  
TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Mattawa, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for On-Call Engineering Services dated (by Agency) July 20, 2023.

Wastewater Treatment Facility Improvements Influent Pump Station and Filtrate Pump Station Control Panel Replacement

See attached Exhibits A and B for scope and fee. For a not-to-exceed cost of \$85,000 without written approval.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

**GRAY & OSBORNE, INC.**

**CITY OF MATTAWA**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Michael B. Johnson, P.E., President  
GRAY & OSBORNE, INC.

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

Date: 2/16/24

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

"Equal Opportunity/Affirmative Action Employer"

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF MATTAWA WASTEWATER TREATMENT FACILITY IMPROVEMENTS INFLUENT PUMP STATION AND FILTRATE PUMP STATION CONTROL PANEL REPLACEMENT**

Based on our understanding of the project, this scope of work presents the professional engineering services requested by the City of Mattawa for the design, construction administration, and programming for replacement of the influent pump station control panel and replacement of the filtrate pump station control panel. This scope of work and budget will be amended to the existing agreement between the City and Gray & Osborne for construction administration services for the City's WWTF Improvements project.

We understand that the source of funding for this project is through the Washington State Department of Ecology (State Revolving Fund Loan).

### **SCOPE OF WORK**

#### **Task 1 – Project Management**

Provide overall project management and oversight of resources and deliverables to ensure timely delivery and coordination of project elements. Work includes procuring and maintaining sufficient resources, overseeing budget and schedule, and assisting in timely delivery of engineering products per the contract.

#### **Task 2 –Design**

Prepare a facility plan amendment for Ecology approval and funding eligibility of the proposed improvements. Provide a design for the replacement of the influent pump station control panel and the filtrate pump station control panel. Level sensors will also be added for each pump station. The design will be provided to the contractor of the current WWTF Improvements project as a change order proposal request.

#### **Task 3 – Construction Administration and Programming**

Provide construction administration including review of the panel submittals and review of the installation of the panels. Provide PLC and HMI programming for the new panels. This work will also include coordinating a bypass of the existing pump stations with the contractor.

### **DELIVERABLES**

Control panel designs will be provided to the City for review. Following City review and approval, the design will be provided to the Contractor for pricing and construction.

## **BUDGET**

The maximum amount payable to Gray & Osborne for the completion of work associated with this Scope of Work, including contingencies, salaries, and overhead direct non-salary costs shall be as shown in the attached Exhibit B. This amount shall not be exceeded without prior written authorization of the City.



WASHINGTON STATE DEPARTMENT OF ECOLOGY  
WATER POLLUTION CONTROL REVOLVING FUND  
ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

**Compliance with State and Local Laws**

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

**State Interest Exclusion**

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

**Third Party Beneficiary**

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

**Cost Basis of Contract**

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

**Funding Recognition**

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logo must be on all signs and documents. Logos will be provided as needed.

**Access to the work site and to records**

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

**Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion**

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

### **Disadvantaged Business Enterprises**

#### **General Compliance (40 CFR Part 33).**

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

#### **Non-discrimination Provision (40CFR Appendix A to Part 33).**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **Six Good Faith Efforts (40 CFR Part 33 Subpart C).**

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

***CITY OF MATTAWA - WWTF INFLUENT PUMP STATION AND FILTRATE PUMP STATION  
CONTROL PANEL REPLACEMENT***

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>
1 Project Management	6	8	8
2 Design		8	24
3 Construction Administration/Programming		8	24
Hour Estimate:	6	24	56
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$125 to \$185
Estimated Fully Burdened Billing Rate:*	\$200	\$170	\$150
Fully Burdened Labor Cost:	\$1,200	\$4,080	\$8,400

Total Fully Burdened Labor Cost:	\$ 13,680
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 40
Subconsultant:	
Electrical (Connetix Engineering, Inc.):	\$ 64,800
Subconsultant Overhead (10%)	\$ 6,480
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 85,000</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

ORDINANCE NO. 24-692

AN ORDINANCE AMENDING CHAPTER 6.04 “DOG AND ANIMAL CONTROL”

The City Council of the City of Mattawa, Washington, do ordain as follows:

*Section 1. Amended.* Chapter 6.04 “Dog and Animal Control” is amended” as follows:

**Chapter 6.04  
DOG AND ANIMAL CONTROL<sup>1</sup>**

Sections:

- 6.04.005 Preamble.**
- 6.04.010 Definitions.**
- 6.04.020 ~~Chapter supplementary.~~ Reserved**
- 6.04.030 License required.**
- 6.04.040 License fee and tag.**
- 6.04.050 License and permit issuance and revocation.**
- 6.04.060 Dogs barking.**
- 6.04.070 Restraint upon notification.**
- 6.04.080 Running at large.**
- 6.04.090 Rabies control.**
- 6.04.100 Kennel license required.**
- 6.04.110 Vicious animals.**
- 6.04.120 ~~RCW Chapter 16.08 Dangerous Dogs.~~ Reserved**
- 6.04.130 ~~Appeal process.~~ Reserved**
- 6.04.140 Reserved.**
- 6.04.150 Impoundment procedure—Disposition.**
- 6.04.160 Guard dogs.**
- 6.04.170 Confinement of females in heat.**
- 6.04.180 Responsibility of owner or custodian.**
- 6.04.190 Further responsibility of owner or custodian.**
- 6.04.193 Interference with animal control officer.**
- 6.04.197 Fees.**
- 6.04.200 Records.**
- 6.04.210 Animal control officers.**
- 6.04.220 Exotic animals.**
- 6.04.230 Violation—Penalty.**
- 6.04.240 Severability.**

#### 6.04.005 Preamble.

The city council of the city of Mattawa in accordance with its duty to safeguard the safety of the citizens of the city of Mattawa finds and declares that it is in the best interest of the citizens of the city of Mattawa that the following ordinance, codified in this chapter, regarding animal control be enacted.

#### 6.04.010 Definitions.

When used in this chapter, the following words shall have the following meanings:

“Abandonment” means leaving of an animal by its owner or other person or persons responsible for its care or custody without making effective provisions for its proper care.

“Animal” means any animal other than humans.

“Animal control officer” means any person or persons empowered by the city to enforce the provisions of this chapter, including police officers.

“Cat” means any animal of the species felidae, regardless of sex.

“Common areas” means common areas of a condominium, town house, or apartment building and includes, but is not limited to, the yards, grounds, patios, garden areas, play areas, clubhouses, swimming pools, sidewalks, walkways, common garage areas, entry ways, hallways and driveways.

“Dangerous Dog” means any dog that:

1. Inflicts severe injury on a human being without provocation on public or private property; or
2. Kills a domestic animal, without provocation, while the dog is off the owner’s property;  
or
3. Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

“Dog owner” means any person, firm, partnership, corporation, trust arrangement, or the like who owns, keeps, or harbors or has an interest in or has custody or control of a dog or dogs.

“Dog” means any animal of the canidae, regardless of sex.

“Exotic animal” means any animal which, when in its wild state, or due to its size, habits, natural propensities, training or instinct, presents a danger or potential danger to human beings and is capable of inflicting serious physical harm upon human beings, and includes inherently dangerous mammals and reptiles as follows:

1. “Inherently dangerous mammal” means any live member of the canidae, felidae, or ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans, and which includes:
  - a. Canidae, including any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and domestic dog, but not including domestic dogs (*Canis familiaris*). Common names include wolf, coyote, jackal, hyena, fox, and all their hybrids;
  - b. Felidae, including any member of the cat family weighing over fifteen pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*);
  - c. Ursidae, including any member of the bear family, or any hybrids thereof.
2. “Inherently dangerous reptile” means any live member of the class reptilia which:
  - a. Is venomous, including but not necessarily limited to all members of the following families: Helodermodidae (beaded lizards including gila monster, Mexican beaded lizard); Viperidae (vipers and adders); Crotalidae (pit vipers); Atractaspididae (mole vipers); Hydrophilidae (sea snakes); and Elapidae (cobras); or
  - b. Is a “rear fanged” snake of the family colubridae (rear fanged snakes) that are known to be dangerous to humans, including, but not necessarily limited to, all members of the following families: *Dispholidus typus* (boom-slang snake); *thebtornis kirtlandii* (twig snake); and *Rhabdophis ssp.* (speckled belly keelback and red necked keelback); or
  - c. Is a member of the order crocodilia (crocodiles, alligators, and caiman) over two feet in length.

“Guard dog” means a dog trained to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog. These dogs must be registered with the city as a guard dog.

“Household pets” means dogs, cats, rabbits, mice, hamsters, gerbils, parakeets, canaries, finches, and other similar exotic fowl and songbirds, reptiles, amphibians, fish and similar small animals and fowl kept inside a residence for companionship and/or personal enjoyment so long as they are not a danger to other persons or property. All other animals are prohibited within the city unless otherwise provided herein.

“Kennel” means any lot or premises on which four or more dogs over four months of age are kept.

“Mistreatment” means every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustifiable pain or suffering.

“Neglect” means failure to provide food, water, protection from the elements, opportunity for exercise, or other care normal, usual and proper for animal’s health and well-being.

“Owner” or “custodian” means any person, firm, partnership, corporation, trust arrangement, or the like who shall keep, maintain, control, care for, or be responsible for keeping, maintaining, or caring for any animal.

“Potentially dangerous dog” means:

1. Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to or to otherwise endanger the safety of humans or other domestic animals; or
2. Any dog which unprovoked inflicts bites on a human or domestic animal either on public or private property; or
3. Any dog which unprovoked chases or approaches a person upon the streets, sidewalks, or other public grounds in a menacing fashion or apparent attitude of attack.

and “dangerous dog” have the meaning given them in Chapter 16.08 RCW as now enacted or hereafter amended.

“Proper enclosure” of a dangerous dog or a potentially dangerous dog means that while on the owner’s property, a dangerous dog shall either be:

1. Securely confined indoors; or
2. In a securely enclosed and locked pen or structure suitable to prevent the entry of children under the age of ten (10) years and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and provide protection from the elements for the dog. If such pen or structure does not have a bottom that is secured to the sides, the sides must be embedded at least one foot (1') into the ground.

“Running at large” means to be off the premises of the owner and not under the immediate control of the owner or other competent person authorized by the owner, by means of a leash, cord or chain, except when in or on any vehicle and securely confined to such vehicle; except that, for purposes of this definition, the “premises of the owner” shall not include common areas

of a condominium complex, town houses, duplexes, and apartment buildings, and any animal not in the effective control of its owner upon the common area of a condominium complex, town house, duplex, or apartment building, or the grounds thereof, shall be deemed to be running at large.

“Severe injury” means any physical injury that results in broken bones or lacerations requiring multiple sutures or cosmetic surgery.

“Vicious animal” means any animal that constitutes a physical threat to humans or other domestic animals, whether or not such animal has ever displayed any vicious tendencies, bitten, attacked, or threatened any person or domestic animal before that time. This is a specific abandonment of the common law concept that every dog was allowed one vicious act before being declared vicious.

All other words and phrases used herein will have their commonly accepted meanings.

**~~6.04.020 Chapter supplementary. Reserved.~~**

~~The provisions of this chapter shall be supplementary to the provisions of RCW Chapter 16.08 relating to dangerous dogs.~~

**6.04.030 License required.**

It is unlawful for any person or persons to own or harbor any dog over the age of six months within the corporate limits of the city, unless such person or persons first procures a license therefor as provided in this chapter except for tourists.

**6.04.040 License fee and tag.**

The license fee shall be established from time to time by resolution of the city council. An additional fee shall be added to any license purchased after January of each year or more than one month after the animal is required to be licensed under this chapter. Upon the payment of such license fee to the city clerk and upon being shown proof of a current rabies vaccination, it shall be the duty of the city clerk to issue a license to the party making application therefor.

A. The license shall expire on the first day of January next succeeding the date of the issuance thereof and the time fixed for the issuing of a license shall commence on the first day of January of each year and no license shall be issued to expire at any other time than that date. The license fee shall be paid in full for any year or part thereof.

B. The clerk shall, together with the license, furnish a suitable tag which shall be worn by the dog for which such license is issued and shall be fastened to such dog in such manner that it can

easily be inspected at all times by city authorities. Lost tags will be replaced by the clerk upon payment of an additional fee as established by city council resolution.

C. All persons must present a current rabies vaccination receipt before a true dog license can be obtained.

D. The person licensing a dog shall verify the breed of the dog at the time of licensing and that breed name shall be recorded by the clerk.

E. All potentially dangerous dogs shall be required to show proof they have been spayed or neutered.

F. It is unlawful for any person, who for purposes of securing the license, to falsely represent the breed, age or sex of any dog, or that the dog has been spayed or neutered.

G. No person may use any license for any animal other than the animal for which it was issued.

H. No license shall be issued for any dangerous dog as defined in Chapter 16.08 RCW or this chapter.

I. It shall be the duty of the clerk to keep a record which shall include the following information:

1. Names, address and telephone number of any person to whom a license is issued;
2. Description and name of the dog for which the license is sought;
3. Whether the dog is a male or female dog and whether the male dog has been neutered or the female dog spayed;
4. Number of each license issued;
5. Record of rabies vaccination.

#### **6.04.050 License and permit issuance and revocation.**

A. The city may revoke any animal permit or license if the person holding the permit or license refuses or fails to comply with this chapter, the regulations promulgated by the city, or any law governing the protection and keeping of animals.

B. Any person whose animal permit or license is revoked shall, within ten days thereafter, humanely dispose of all animals owned, kept, or harbored by such person and no part of the permit or license fee shall be refunded.

C. It shall be a condition of the issuance of any permit or license that the city shall be permitted to inspect all animals and the premises where animals are kept at any time and shall, if permission for such inspection is refused, revoke the permit or license of the refusing owner.

D. If the applicant has withheld or falsified any information on the application, the city shall refuse to issue or may revoke a permit or license.

E. No person who has been convicted of cruelty to animals shall be issued a permit or license to operate a commercial animal establishment.

F. Any person having been denied a license or permit may not reapply for a period of thirty days. Each reapplication shall be accompanied by a twenty dollar fee.

G. Any dog impounded under the provisions of this chapter shall not be released until the owner of such dog shall have paid all fees and charges due.

#### **6.04.060 Dogs barking.**

It shall be the duty of the city animal control officer to respond to and investigate complaints of any dog which by frequent or habitual howling, yelping or barking annoys or disturbs a neighborhood or the quiet and repose of a complainant, and shall have the authority to issue a notice of infraction if warranted.

#### **6.04.070 Restraint upon notification.**

Immediately upon personal notification, or forty-eight hours' public notification, all dogs may be required to be restrained for a designated period of time.

#### **6.04.080 Running at large.**

A. It is unlawful for any owner or custodian of any dog to permit any such dog to run loose or be at large upon any public street, highway, or public place, or upon private property owned by a person or persons other than the owner or custodian of the dog, within the corporate limits of the city unless such dog is controlled by a leash, rope, device, or cord of such length as is sufficiently short to allow for the containment and control of such dog; provided, however, that such leash or chain is not required for any dog when otherwise safely and securely confined or completely controlled while in or upon any vehicle. Any person who elects to be at large within the corporate limits of the city with a dog or dogs contained and controlled by a leash, rope, device, or cord as provided for herein shall be in violation of this section if that person in fact does not or cannot control and contain any dog by the leash, rope, device, or cord method. Furthermore, this section shall not apply to dogs which are in special areas designated by the city as dog training areas or designated off-leash parks, and as long as the regulations of the city, or its authorized representative, with respect to the use of such areas are complied with and said dogs are under the custody and control of the owner or custodian.

B. Animals injured or killed in the street shall be considered as running at large; the animal control officer shall remove all such animals and, at his discretion, take those needing medical attention to a veterinarian. The owner of any such animal shall be responsible for all expenses of the treatment and of the impoundment. All reasonable efforts will be made to notify the owner or custodian of any such animal prior to the animal being treated and impounded. Injured animals may be destroyed humanely, if it is determined by the animal control officer or a veterinarian that the animal has sustained critical injuries, suffering is extreme, and/or the prognosis for recovery is poor. The animal control officer shall consult with a veterinarian as to the disposition of injured animals, when the animals' prognosis cannot be ascertained with reasonable certainty.

C. If a dog owner has received four or more running-at-large violations within a twelve-month period, the city may find and declare the dog owner to be a problem dog owner and shall revoke all dog licenses issued to the dog owner upon service of a notice of problem dog owner. The notice shall be in writing and shall contain the name and address of the owner who is subject to the revocation, a description of the violations forming a basis for the finding, a description of all dogs licensed to the owner, notification of the right to a hearing pursuant to Section 6.04.130, and a summary of the effects of the revocation of all dog licenses, requirements for impound, and the potential penalties for violation of the restrictions. The finding and declaration of problem dog owner shall become final unless an appeal is filed. Once the finding and declaration of problem dog owner is final, the owner shall immediately surrender all dogs of the problem dog owner to an animal control officer or police officer for disposal. A problem dog owner is prohibited from licensing, owning, keeping, or harboring any dog in the city for a period of twelve months. Such animals are considered a nuisance and the correction of that nuisance is accomplished by the seizure and disposal of all dogs located at the offending address.

#### **6.04.090 Rabies control.**

A. All cats and dogs over the age of four months or dogs with a full set of canine teeth shall have a current rabies vaccination administered by a licensed veterinarian. An owner acquiring a dog or cat shall have such a dog or cat inoculated against rabies within thirty days after the dog or cat reaches four months of age. Any person moving into the city from a location outside of the city shall comply with this section thirty days after having moved into the city. A current rabies vaccination means that a dog or cat vaccinated between three months to one year shall be revaccinated within one year and then revaccinated at least within every three years thereafter.

B. Any dog, cat or other animal that has bitten any person shall be immediately confined for a period of ten days. No animal under confinement shall be released from confinement until such release has been approved by the animal control officer.

C. It is unlawful for the owner of any dog, cat or other animal that has bitten any person to destroy such animal before it can be properly confined by the animal control officer. The location of such confinement shall be determined by the animal control officer and shall be at the expense of the owner.

D. The owner of any animal that has been reported as having inflicted a bite on any person shall, on demand of an animal control officer, produce such animal for examination and quarantine as

prescribed in this section. If the owner, his agent, servant or competent member of his family, or any custodian of any such animal refuses to produce such animal, the owner, his agent, servant, or competent member of his family, or any custodian shall be subject to immediate arrest if there shall be probable cause to believe that the animal has inflicted a bite upon a person and the owner, his agent, servant or competent member of his family, or any custodian is keeping or harboring the animal and willfully refuses to produce the animal upon such demand. Such person shall be taken before a judge of the district court, who may order the immediate production of the animal. If the owner, his agent, servant or competent member of his family, or any custodian of such animal shall willfully or knowingly secrete or refuse to produce the animal, each day of secretion or refusal to produce the animal shall constitute a separate and individual violation of this section.

E. When an animal under quarantine has been diagnosed as being rabid by a licensed veterinarian, the veterinarian making such diagnosis shall immediately notify the county public health officer and advise him of any reports of human contact with such rabid dog. If any animal under quarantine dies while under observation, the animal control officer or his agent shall immediately take action to obtain a pathological and inoculation examination of the animal. As soon as a diagnosis is made available, the animal control officer shall notify the county public health officer of any reports of human contact with the animal. Any animal which has not been inoculated against rabies and known to have been bitten by a rabid animal shall be humanely destroyed immediately.

F. Every physician or other medical practitioner who treats a person or persons for bites inflicted by animals shall report such treatment to the animal control officer, giving names and addresses of such persons.

G. Any veterinarian who diagnoses rabies in any animal shall report such fact to the animal control officer. The veterinarian shall determine, before any rabies inoculation is given, whether the subject animal is under quarantine or has inflicted a bite on any person within the last ten days.

H. In case of an outbreak of rabies, constituting an emergency situation, the mayor shall be authorized to impose strict regulations pertaining to animals within the city limits.

#### **6.04.100 Kennel license required.**

No person, group of persons, or business entity shall own, keep or harbor more than four dogs, of six months of age or older or engage in the commercial business of breeding, buying, selling, trading, training or boarding dogs without having obtained a kennel license from the clerk.

A. The kennel license shall expire on the first day of January next succeeding the date of the issuance thereof. The time fixed for the issuing of a license shall commence on the first day of January of each year and no license shall be issued to expire at any other time than that date. The license fee shall be paid in full for any year or part thereof.

B. The yearly fee for licensing a kennel shall be one hundred fifty dollars which shall be the only business license fee the city requires of kennel owners.

C. This section shall not apply to and will not be construed to require a kennel license for a licensed veterinarian to operate an animal clinic or hospital.

D. This section shall not apply to and will not be construed to require a kennel license for any pet shop which sells animals of less than six months of age.

E. Kennel licenses shall not be issued for use in areas zoned residential.

#### **6.04.110 Vicious animals.**

A. No one shall keep, possess or harbor vicious animals within the city. It shall be the duty of the animal control officer or his/her agents to impound such animal upon the written complaint of three individuals residing in separate households, and may do so in all other instances where the animal control officer or his/her agents determine, in their opinion, that the animal is vicious; and if impoundment cannot be made with safety to the animal control officer or other citizens, the animal may be destroyed without notice to the owner, keeper or possessor.

B. Dogs maintained as guard dogs or placed in an enclosed area, chained or under control with a leash, cord, reasonable in length, for protection of persons or property shall not be included under this section so long as they remain confined to a specific area under complete and absolute control of their owner or custodian.

C. If an animal is impounded because it is vicious, a mandatory court appearance is necessary, and the animal shall not be released to the owner or custodian until after the court appearance unless the owner agrees with the city attorney to have the animal placed outside the corporate limits of the city, or agrees to have the animal euthanized.

D. Having a vicious animal is declared to be a nuisance, and may be abated as such as prescribed by law.

#### **~~6.04.120 RCW Chapter 16.08 Dangerous Dogs. Reserved.~~**

~~No one shall keep, possess or harbor a dangerous dog, as defined in RCW 16.08.070, as now enacted or hereafter amended, within the city. It shall be the duty of the animal control officer or any police officer to impound such animal at the owner's expense. Upon the discovery of a dangerous dog within the city limits, the city shall provide notice and copies of the relevant rules and laws via certified mail or personal service to the owner or custodian of the dog. The owner or custodian shall then have ten days from the date of the original notice to remove the dog from the city. Failure to comply will result in a C-20 penalty, seizure and destruction of the dog. If impoundment cannot be made with safety to the animal control officer, police officer, or other citizens, the animal may be destroyed without notice to the owner, keeper or possessor. The animal control officer or any police officer shall have the authority to declare an animal dangerous, based upon the severity of the bite or attack, in accordance with RCW 16.08, as now~~

~~enacted or hereafter amended. If an animal has been previously declared as potentially dangerous, pursuant to RCW Chapter 16.08, the animal control officer or police officer shall have the authority to declare the dog as dangerous and/or seize the dog immediately for any behavior that the officer deems as threatening in accordance with RCW Chapter 16.08, as now enacted or hereafter amended.~~

#### **6.04.130 Appeal process. Reserved.**

~~Upon determination by the animal control officer or a police officer that a dog is dangerous as defined by RCW 16.08.070, as now enacted or hereafter amended, or to declare a dog owner a problem dog owner under Section 6.04.080, the city shall provide notice of such determination and an opportunity for appeal, as required by RCW 16.08.080, as now enacted or hereafter amended, or Section 6.04.080. If the owner requests an appeal and thereafter fails to attend or participate in any such appeal, or notifies the city of such intent, the owner is deemed to have waived any such rights to appeal or challenge the determination.~~

~~A. Following an appeal, the city will issue its final determination, in the form of a written order by certified mail, as provided by RCW 16.08.080, as now enacted or hereafter amended, or Section 6.04.080.~~

~~B. Appeals of the final determination shall be to the hearing examiner. Any appeal of the city staff decision must be filed in writing within twenty days of the date of the final determination notice. While the appeal is pending, the dog shall be confined at the owner's expense in the city's pound facility.~~

~~C. For dangerous dogs, if, after all administrative appeals have been held, waived or otherwise disposed of, ten days pass and the owner has not reclaimed the dog, any dangerous or vicious dog still in the custody of the city is deemed to have been abandoned and may be destroyed in accordance with Section 6.04.110 of this chapter.~~

#### **6.04.140 Reserved.<sup>2</sup>**

#### **6.04.150 Impoundment procedure—Disposition.**

A. Any dog found running at large contrary to the provisions of this chapter within the corporate limits of the city shall be subject to seizure by a police officer, animal control officer, or any other city authority designated by the mayor for the purpose of seizing such dogs. Any private person shall have the right to seize any such dog and to immediately notify the animal control officer.

B. Dogs thus taken into custody shall be adequately fed and humanely treated. The owner or other person entitled to possession of such a dog may redeem the dog upon payment to the city of a fee as established by resolution of the city council together with the daily fee as established by the city council for each day the dog is kept by the city. It shall be the duty of the city to identify and notify the owner that his/her dog has been impounded if the dog is wearing its current city issued dog license at the time of capture. Dogs impounded not wearing a current city

issued dog license are deemed unowned and the city has no duty to notify any custodian or owner of the location and status of the dog. Any dog claimed from the city impound which is not currently licensed will be required to be licensed before release. Depending on the circumstances of the impoundment, the owner may also be subject to an infraction for allowing the dog to run at large.

C. Any other animal which may be impounded under the provisions of this chapter shall also be subject to seizure by a police officer, animal control officer, or any other city authority designated by the mayor for the purpose of seizing such animal.

D. Alternatively, the animal control officer or any police officer who finds any dogs running at large may issue a notice of infraction to the owner of such animal requiring that person to either forfeit a civil penalty or appear in the district court.

E. Any dog seized under the provisions of this chapter which is not claimed within forty-eight hours, excluding holidays and Sundays, from the time of impounding, may be put to death, or otherwise disposed of as directed by the police chief or animal control officer. Any funds received from the sale of any dogs, in addition to the cost of boarding the dogs, shall be placed in the current expense funds of the city.

#### **6.04.160 Guard dogs.**

It is unlawful to place or maintain guard dogs in any area for the protection of persons or property unless the following conditions are met:

A. The dogs shall be confined to an enclosed area adequate to insure that they will not escape; or

B. They shall be under the absolute control of a handler at all times; and

C. Warning signs shall be conspicuously posted indicating the presence of guard dogs, and such signs shall plainly show a telephone number where some person responsible for controlling such dogs can be reached at all times; and

D. Prior to the posting of guard dogs on any property, the person or persons responsible for the posting shall inform the animal control officer in writing of their intention to post such dogs, the number of dogs to be posted, the location where such dog or dogs will be posted and the approximate length of time such dog or dogs will be patrolling the area.

#### **6.04.170 Confinement of females in heat.**

Any unspayed female dog in the stage of estrus (heat) shall be confined during such period of time in a house, building, or secure enclosure, and such area of enclosure shall be so constructed that no other dog or dogs may gain access to the confined animal. The animal control officer shall order any unspayed female that is in the stage of estrus (heat) and that is not properly confined or any such dog that is creating a neighborhood nuisance to be removed to a boarding kennel or to a veterinary hospital. All expenses incurred as a result of the confinement shall be

paid by the owner. Failure to comply with the order of the animal control officer shall be a violation of these provisions, and the animal shall then be impounded and prescribed in this chapter subject to monetary penalties and charges as directed.

#### **6.04.180 Responsibility of owner or custodian.**

It is the responsibility of the owner or custodian of any animal within the corporate limits of the city to so control and care for their animal so as to prevent and keep that animal from being in violation of this chapter. In any proceeding to enforce the provisions of this chapter, it shall be conclusively presumed that the owner or custodian of any animal within the corporate limits of the city is aware of the animal's whereabouts, condition, or method of being treated and/or maintained.

#### **6.04.190 Further responsibility of owner or custodian.**

The owner or custodian of any animal within the corporate limits of the city shall be responsible for any cost, charge, fee or expense of any nature incurred by the city in capturing, controlling, caring for or destroying any animal in violation of this chapter. Without limitation but by way of illustration, the following are examples of costs, charges, fees and expenses which the owner or custodian shall be responsible to pay to the city: board charges, tranquilizer costs, euthanasia costs, veterinary expenses.

#### **6.04.193 Interference with animal control officer.**

It is unlawful for any person to interfere with, molest, hinder or obstruct an animal control officer or any city employee or official in the discharge of his official duties under this chapter.

#### **6.04.197 Fees.**

Any dog impounded under the provisions of this chapter shall not be released until the owner of such dog shall have paid all fees and charges due.

#### **6.04.200 Records.**

A. It shall be the duty of the animal control officer to keep, or cause to be kept, accurate and detailed records of reports of animal bites reported to him.

B. It shall be the duty of the city clerk to keep a record of the names of all persons to whom licenses are issued with the number of each license and whether for a male or female dog or whether the male dog has been neutered or the female dog spayed.

#### **6.04.210 Animal control officers.**

A. There is created within the city the position of animal control officer. Such animal control officer shall be an employee of the city who shall be designated by the mayor to perform the duties specified in this chapter.

B. It shall be the duty of the animal control officer to investigate reports of apparent violations of this chapter. The animal control officer is empowered by this chapter to issue a notice of infraction in the name of the city to any person known to be the owner or keeper of any dog which is in violation of the provisions of this chapter.

C. The city police may also issue notices of infraction in the name of the city or violations of this chapter and perform any duties of an animal control officer.

**| 6.04.220 Exotic animals.**

It is unlawful for any person to bring into the city, or to possess or maintain within the city, any exotic animal as defined in Section 6.04.020.

**| 6.04.230 Violation—Penalty.**

Failure to comply with any provision of this chapter shall subject the violator to the following penalties as they are defined in Chapter 1.08, or its successor if there be any:

A. No license on dog (Section 6.04.040):

1. First offense—C-4;
2. Subsequent offense within twelve months, each—C-9.

B. No kennel license (Section 6.04.100)—C-15.

C. Failure to renew license (Section 6.04.040)—C-9.

D. Failure to confine the biting animal (Section 6.04.090):

1. First offense—C-7;
2. Each subsequent offense—C-12.

E. Refusal or failure to produce rabid animal (Section 6.04.090)—C-20.

F. Dog running at large (Section 6.04.080):

1. First offense—C-10;
2. Second offense—C-12;
3. Each subsequent offense—C-13.

G. Keeping vicious animal (Section 6.04.110):

1. First offense—C-12;
2. Each subsequent offense—C-13.

H. Dogs barking (Section 6.04.060):

1. First offense—C-7;
2. Second offense—C-11;
3. Each subsequent offense—C-14;

I. Guard dog in violation of conditions (Section 6.04.150):

1. First offense—C-7;
2. Each subsequent offense—C-12.

J. Failure to confine female dog in estrus (heat) (Section 6.04.170):

1. First offense—C-6;
2. Each subsequent offense—C-8.

K. Obstructing animal control officer or police officer (Section 6.04.200)—C-12.

L. Failure to provide evidence of rabies vaccination (Section 6.04.090)—C-5.

M. Keeping an animal not permitted under this chapter penalty not otherwise provided (Section 6.04.010)—C-12.

N. Keeping exotic animal (Section 6.04.220)—C-20.

**6.04.240 Severability.**

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this chapter.

*Section 2. Effective Date.* This ordinance shall be in full force and effect five days after passage and publication of its summary as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MATTAWA THIS 7<sup>TH</sup> DAY OF MARCH 2024.

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Maria Celaya, Mayor

ATTEST:

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Anabel Martinez, City Clerk

APPROVED AS TO FORM:

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Katherine L. Kenison, City Attorney

PASSED the 7<sup>th</sup> day of March 2024.

APPROVED the 7<sup>th</sup> day of March 2024.

PUBLISHED the 13<sup>th</sup> day of March 2024.

**ORDINANCE NO. 24-693**

**AN ORDINANCE ADOPTING A NEW CHAPTER 6.14 “DANGEROUS DOG AND POTENTIALLY DANGEROUS DOG”**

The City Council of the City of Mattawa, Washington, do ordain as follows:

*Section 1. Adopted.* Chapter 6.14 “Dangerous Dog and Potentially Dangerous Dog” is adopted as follows:

**Chapter 6.14  
DANGEROUS DOG AND POTENTIALLY DANGEROUS DOG**

Sections:

- 6.14.010 Title.**
- 6.14.020 Applicability.**
- 6.14.030 Reserved.**
- 6.14.040 Defense.**
- 6.14.050 Declaration of Dangerous Dog or Potentially Dangerous Dog - Procedure.**
- 6.14.060 Notice of Potential Declaration.**
- 6.14.070 Evidence.**
- 6.14.080 Final Decision.**
- 6.14.090 Service.**
- 6.14.100 Appeal of Potentially Dangerous or Dangerous Dog Determination.**
- 6.14.110 Registration of Potentially Dangerous Dog Required.**
- 6.14.120 Prohibited Acts.**
- 6.14.130 Penalties.**
- 6.14.140 Destruction.**
- 6.14.150 Costs.**
- 6.14.160 Failure to Reclaim.**
- 6.14.170 Nuisance.**
- 6.14.180 Notification of Status of Potentially Dangerous Dog.**
- 6.14.190 Dog Declared Dangerous or Potentially Dangerous by Another Jurisdiction.**

**6.14.200 Severability.**

**6.14.010 Title:**

The ordinance codified in this chapter shall be referred to as the dangerous dog and potentially dangerous dog ordinance.

**6.14.020 Applicability:**

The provisions of this chapter shall apply to adult dogs only, which means any dog over the age of six (6) months. The declaration of dangerous dog or potentially dangerous dog follows the dog, regardless of ownership or change of ownership.

**6.14.030 Reserved.**

**6.14.040 Defense:**

Dogs shall not be declared dangerous or potentially dangerous if the threat, injury, or damage was sustained by a person who, at the time:

- A. Was committing a willful trespass or other tort upon the property or vehicle occupied or owned by the owner of the dog; or
- B. Was tormenting, abusing, or assaulting the dog; or
- C. Has, in the past, tormented, abused, or assaulted the dog; or
- D. Was committing or attempting to commit a crime.

**6.14.050 Declaration of Dangerous Dog or Potentially Dangerous Dog - Procedure:**

A. The Code Enforcement Officer shall issue a notice of potential declaration to the owner of the dog following the guidelines of service found at MMC [6.14.090](#). Said notice will include an opportunity for the owner to discuss the action in writing or orally with the Code Enforcement Officer within fourteen (14) calendar days of receipt of the notice.

B. After the discussion or the fourteen (14) day period, whichever comes first, the Code Enforcement Officer shall issue a final decision in the form of either a final declaration or a letter of no finding.

C. If the dog has been impounded due to its actions, such impoundment shall continue during the pendency of the above procedure. The owner shall be responsible for the cost of impoundment regardless of the outcome of the action.

D. The Hearing Examiner in an appeal pursuant to this Chapter can take note of and consider the owner's failure to discuss the action with the Code Enforcement Officer or failure to raise any and all defenses at the discussion with the Code Enforcement Officer.

**6.14.060 Notice of Potential Declaration:**

Notice in the form of a declaration given to an owner in the manner described below or in MMC [6.14.080](#) shall be prima facie evidence that the owner acted knowingly, although notice is not the only way to prove the owner's knowledge of the animal's propensity. Any notice of potential declaration must be in writing and include the following:

- A. A description of the animal;
- B. The name and address of the owner, if known;
- C. The whereabouts of the animal if it is not in the custody of the owner;
- D. A brief statement of why the dog is being considered a dangerous or potentially dangerous dog;
- E. The specific provision or provisions of MMC 6.14.030(3) or (5) which the Code Enforcement Officer has found applicable;
- F. The restrictions that could be placed on the dog as a result of a final declaration;
- G. The penalties for violation of the restrictions of a final declaration, including the possibility of destruction of the dog, civil damages assessed against the owner, imprisonment and fines incurred by the owner through criminal prosecution;
- H. The date, time and location to meet with the Code Enforcement Officer to discuss the action.

**6.14.070 Evidence:**

Based on an investigation, the Code Enforcement Officer may find and declare a dog dangerous or potentially dangerous if he has a reasonable belief that the dog falls within the definitions set forth in MMC 6.14.030(3) or (5). For the purposes of this chapter, a reasonable belief may be supported by any of the following:

- A. The written complaint of a citizen who has witnessed the animal acting in a manner which causes it to fall within the definitions in MMC 6.14.030(3) or (5) and is willing to so testify in a court of law; or
- B. Dog bite reports filed with the Code Enforcement Officer; or
- C. Actions of the dog witnessed by the Code Enforcement Officer or any law enforcement officer; or
- D. A verified report that the animal previously has been found to be either potentially dangerous or dangerous by the Code Enforcement Officer; or
- E. Other substantial evidence admissible in a court of law.

**6.14.080 Final Decision:**

The final decision shall consist of either a final declaration or a letter of no finding issued to the owner.

- A. In the event the Code Enforcement Officer finds reason to issue a final declaration, it shall contain the following:
  - 1. A description of the animal;
  - 2. The name and address of the owner, if known;
  - 3. The date and time of the meeting with the owner, if any;
  - 4. A brief statement of why the dog has been found to be a dangerous or potentially dangerous dog;
  - 5. The specific provision or provisions of MMC 6.14.030(3) or (5) which the Code Enforcement Officer found applicable;

6. The restrictions placed on the dog as a result of the declaration;
7. The penalties for violation of the restrictions, including the possibility of destruction of the dog, civil damages assessed against the owner, imprisonment and fines incurred by the owner through criminal prosecution;
8. A statement that the declaration can be appealed to the Hearing Examiner pursuant to Section [6.14.100](#) within fourteen (14) calendar days; and
9. A statement that failure to file a timely and complete notice of appeal will constitute a waiver of all rights to appeal said declaration.

B. A letter of no finding shall include:

1. A description of the animal;
2. The name and address of the owner;
3. The date and time of the meeting with the owner;
4. A brief summary of testimony and evidence presented at such discussion;
5. A brief summary of why the animal is not being found dangerous or potentially dangerous.

**6.14.090 Service:**

Service of the notice of potential declaration, final declaration or letter of no finding shall be in writing, and shall be served on the owner in one of the following methods:

- A. Certified mail, return receipt requested or delivery confirmation requested, to the owner's last known address; or
- B. Personally delivered with proof of personal service made by written declaration under penalty of perjury by the person effecting service declaring the time, date and manner in which service was made; or
- C. Posting the declaration on the front door of the living unit of the owner, or person with right to control the animal if said owner is not home; or

D. Publication in a newspaper of general circulation, if the owner cannot be located by one of the above methods.

**6.14.100 Appeal of Potentially Dangerous or Dangerous Dog Determination:**

A. Any owner of a dog which has been declared potentially dangerous or dangerous by the Code Enforcement Officer, pursuant to this section, may appeal the notice to the Hearing Examiner as provided in Chapter [1.20](#). The fee and written notice of appeal shall be on a form provided for that purpose by the City Clerk and must contain the following items:

1. *A caption reading*. “Appeal of Potentially Dangerous Dog or Dangerous Dog Determination” giving the name of the appellant;
2. A brief statement of the finding being appealed, together with any material facts claimed to support the contentions of the appellant including but not limited to the following written information and/or documents:
  - a. Specific basis on which the owner contests the determination of potentially dangerous or dangerous dog;
  - b. Any breed identification or registration paperwork, certificates, pedigrees, or the like regarding the dog in question;
  - c. Any expert testimony supporting or corroborating the owner’s assertion that the dog is not a potentially dangerous or dangerous dog;
  - d. Any certifications or other evidence establishing training courses completed by the dog and its owner, such as obedience training or canine good citizen training.
3. A brief statement of the relief sought, and the reasons why the finding should be reversed, modified, or otherwise set aside.
4. A statement acknowledging that if the Hearing Examiner finds there is sufficient evidence to support the potentially dangerous or dangerous dog determination, all costs of the appeal process, including attorney’s fees, shall be assessed against the owner.
5. The current address of the appellant.

6. A verification, by declaration under penalty of perjury, made by the appellant as to the truth of the matters stated in the appeal, pursuant to RCW [9A.72.085](#).

B. Failure to file a timely and complete notice of appeal constitutes a waiver of all rights to an appeal under this chapter. Failure to appear for an appeal hearing shall result in a denial of the appeal and upholding of the declaration of potentially dangerous or dangerous dog.

C. Upon receipt of a timely filed and completed notice of appeal, a notice of hearing shall be sent to the appellant, setting the date, time and place of the appeal hearing.

D. The Hearing Examiner shall set a date and time for hearing the appeal following receipt of a timely filed and complete notice of appeal. The filing of a notice of appeal shall not stay the requirements for restraint of the dog provided to the owner pursuant to this chapter.

E. The appeal shall be heard before the Hearing Examiner for the City. At the hearing, the dog shall be declared potentially dangerous or dangerous upon proof that the dog is as defined in MMC 6.14.030(3) or (5), as established by the probable cause standard required for the declaration of the Code Enforcement Officer.

F. The burden shall be upon the owner of the dog to prove one or more of the affirmative defenses set forth in [6.14.040](#) by a preponderance of the evidence. The affirmative defenses set forth in [6.14.040](#) shall not apply in actions to declare the dog to be potentially dangerous.

G. At the hearing, the owner of the dog found to be a potentially dangerous or dangerous dog shall be permitted to present evidence in support of the owner's position at the hearing.

H. At the conclusion of the hearing, the Hearing Examiner shall issue a written decision.

1. If the Hearing Examiner finds there is insufficient evidence to support the potentially dangerous or dangerous dog determination, it shall be rescinded and the restrictions imposed thereby annulled. No Hearing Examiner costs shall be assessed and any potentially dangerous or dangerous dog registration fee paid shall be refunded.

2. If the Hearing Examiner finds there is sufficient evidence to support the potentially dangerous or dangerous dog determination, all costs of the appeal process, including attorney's fees, shall be assessed against the owner.

I. The decision of the Hearing Examiner shall be final and shall be mailed to the owner. Proceedings to review the decision must be instituted within fifteen (15) calendar days of the date the written decision was mailed.

J. All impound fees are the responsibility of the owner of the dog, no dog impound expense and fee(s) shall be assessed against the City of Mattawa or the animal control authority or officer.

**6.14.110 Registration of Potentially Dangerous Dog Required:**

All potentially dangerous dogs residing within the City of Mattawa must be registered to the current owner. The fee for registration of a potentially dangerous dog is one hundred dollars (\$100). Registration must be renewed annually.

A. A potentially dangerous dog certificate of registration shall be issued by the Code Enforcement Officer to the owner of a potentially dangerous dog if the owner presents to the Code Enforcement Officer sufficient evidence of:

1. A proper enclosure as defined in MMC [6.14.030\(F\)](#) in which to confine the potentially dangerous dog;
2. Proof of payment of the annual registration fee;
3. Proof that the dog has been micro-chipped, including providing the microchip serial number or proof that the dog has been tattooed, including providing the tattoo number;
4. Written acknowledgment of receipt of a copy of this chapter that includes a statement that the person acknowledging has read and understood what is required to keep a potentially dangerous dog within the City and what actions may lead to a dangerous dog declaration.

B. *Exemption to certificate of registration of potentially dangerous dog.* A dog that is classified as a potentially dangerous dog under the provisions of this chapter may be exempted from the Certificate of Registration requirements of this section, provided such dog has passed the Canine Good Citizen (CGC) test of the American Kennel Club (AKC) as administered by an AKC approved evaluator and has received the appropriate certificate from the AKC. Such dog shall be retested and shall pass such CGC test at least once every two (2) years in order to maintain this exemption. The burden of maintaining such certification is the sole responsibility of the owner and the owner shall bear all costs of obtaining and maintaining such certification.

**6.14.120 Prohibited Acts:**

It shall be unlawful for any person to:

- A. Keep a dangerous dog within the City limits;
- B. Fail to register a potentially dangerous dog under MMC [6.14.110\(A\)](#) within thirty (30) calendar days of bringing the dog into the City limits or after it has been declared a potentially dangerous dog;
- C. Fail to keep a potentially dangerous dog in a proper enclosure as defined in MMC [6.14.030\(F\)](#);
- D. Allow a potentially dangerous dog outside of a proper enclosure, unless the dog is muzzled, restrained by a substantial chain or leash and under the physical control of a person over the age of eighteen (18) years who is of sufficient size and stature to control the animal. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

**6.14.130 Penalties:**

A. Violations of any of the prohibited acts under MMC [6.14.120](#) may result in the following penalties:

1. Immediate confiscation of the dog:

- a. The Code Enforcement Officer shall immediately confiscate and impound any dangerous dog found within the city limits in violation of this Chapter and the animal control authority shall hold the same until such time as the prohibited act is abated.
- b. The Code Enforcement Officer shall immediately impound any dangerous dog or potentially dangerous dog found running at large as defined in MMC [6.14.030\(G\)](#).
- c. Civil infraction subject to a C-1 penalty.

B. If a dangerous dog of an owner with a prior conviction under this chapter or Chapter [16.08](#) RCW attacks or bites a person or another domestic animal, the dog's owner is guilty of a Class C felony, punishable in accordance with RCW [9A.20.021](#). In addition, the dangerous dog shall be immediately confiscated by a Code Enforcement Officer, placed with the animal control

authority to be held in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

C. The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether the dog has previously been declared potentially dangerous or dangerous, shall be guilty of a Class C felony, punishable in accordance with RCW [9A.20.021](#). In addition, the dangerous dog shall be immediately confiscated by a Code Enforcement Officer, placed with the animal control authority to be held in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

D. Any person violating this Chapter shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the breed of the animal or boarding and veterinary expenses necessitated by the seizure of the dog for the protection of the public, and such other expenses as may be required for the destruction of any such dog.

**6.14.140 Destruction:**

Whenever the animal control authority comes into possession of a dangerous dog or potentially dangerous dog they shall destroy the same if the dog is not reclaimed by the owner within thirty (30) calendar days. Under no circumstances shall a dangerous dog be sold or given to another as a pet.

**6.14.150 Costs:**

A. The owner of any dog found to be a potentially dangerous dog or dangerous dog under this chapter shall be assessed all actual service costs expended under MMC [6.14.090](#).

B. The owner of any dog found to be a potentially dangerous dog or dangerous dog under this chapter shall be assessed all costs of confinement for any dog impounded pursuant to a violation of MMC [6.14.120](#).

C. The owner of any dog found to be a potentially dangerous dog or dangerous dog under this chapter shall be assessed all costs of destruction expended for any dog impounded and not reclaimed under MMC Chapter [6.08](#).

**6.14.160 Failure to Reclaim:**

Whenever a dog is seized and impounded under this chapter, the failure to either reclaim the dog or to give a written surrender of the dog to the animal control authority shall result in the owner being prohibited from registering any new dogs in the City for a period of one (1) year. This prohibition shall not apply to the renewal of any existing dog license.

**6.14.170 Nuisance:**

The harboring, keeping, and maintaining of a potentially dangerous dog or dangerous dog contrary to this chapter is a public nuisance and is subject to abatement by judicial procedure or by a summary abatement in an emergency or life-threatening situation. If summary removal of a dog occurs, the dog shall not be destroyed before a hearing can be held concerning the removal and destruction unless public health and safety requires otherwise.

**6.14.180 Notification of Status of Potentially Dangerous Dog:**

The owner of a dog that has been classified as a potentially dangerous dog shall immediately notify the animal control authority when such dog:

Is loose or unconfined; or

Has bitten or otherwise injured a human being or attacked another animal; or is sold or given away or dies;

Is moved to another address.

Is removed from the City of Mattawa.

Prior to a potentially dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner shall comply with all of the requirements of this Chapter.

**6.14.190 Dog Declared Dangerous or Potentially Dangerous by Another Jurisdiction:**

A. Any person desiring to bring a dog to live in the City which has been previously declared to be potentially dangerous, dangerous, vicious, or similar designation in another jurisdiction, under

the provisions of chapter [16.08](#) RCW or comparable local ordinance, must notify the animal control authority prior to moving the dog to the City. The person must provide all information requested by the animal control authority and must comply with all restrictions imposed by the animal control authority. There is no right to bring into the City a dog that has been the subject of a declaration or similar process in another jurisdiction and the animal control authority will determine whether such a dog will be licensed and permitted to reside in the City.

B. Except to the extent inconsistent with this Section, an appeal from the decision of the animal control authority under this Section may be appealed in the manner set forth in MMC [6.14.100](#). At the hearing, the presumption shall be that the previous jurisdiction's determination is correct, and the burden shall be upon the appellant to demonstrate the invalidity of the prior declaration or similar process.

#### **6.14.200 Severability.**

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this chapter.

***Section 2.*** Effective Date. This ordinance shall be in full force and effect five days after passage and publication of its summary as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MATTAWA THIS 7<sup>TH</sup> DAY OF MARCH 2024.

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Maria Celaya, Mayor

ATTEST:

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Anabel Martinez, City Clerk

APPROVED AS TO FORM:

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Katherine L. Kenison, City Attorney

PASSED the 7<sup>th</sup> day of March 2024.

APPROVED the 7<sup>th</sup> day of March 2024.

PUBLISHED the 13<sup>th</sup> day of March 2024.

## Anabel Martinez

---

**From:** Jennifer Schober <jschober@cityofml.com>  
**Sent:** Friday, March 1, 2024 8:47 AM  
**To:** Anna Franz; Anabel Martinez; mayor@electriccity.us; Grand Coulee; townclerk@townofhartline.com; clerk@wilsoncreekwa.com; kshuler@cityofwarden.org; Leslie Trachsler; Michelle Agliano; Nancy Schanze (Quincy; Coulee City; Pat Haley; shilo@royalcitywa.org; Coulee Dam; CityClerk@CityOfGeorge.org; mayor@cityofwarden.org; Ray Towry; breim@donobi.net  
**Cc:** Kevin Fuhr; Katherine Kenison; Dustin Swartz  
**Subject:** Association of Grant County Cities and Towns Follow-up  
**Attachments:** work plan.pdf; coordinated water plan update.pdf; cwsp update.pdf; pgc bylaws.pdf; water utility coordinating com.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

---

**CAUTION:** External Email

---

Good morning,  
As a follow-up to last night's AGCCT meeting, here are the documents provided by Mr. Chris Young, with Grant County Development Services. Please share with your Council members. Also requested was, at your next council meeting, to elect a representative from each city to serve on the Planned Growth Committee (I believe they were going to try and meet quarterly). The bylaws for this committee are included in the attachments.

Please let me know if you have any questions.

Thank you,  
Jen

*Jennifer Schober*

Executive Assistant-Deputy Clerk  
Administration Department  
**City of Moses Lake**  
PO Box 1579  
Moses Lake, WA 98837  
(509)764-3713

**"Fear does not stop death – it stops life.  
And worrying does not take away tomorrow's  
Troubles – it takes away today's peace."**



**NOTICE OF PUBLIC DISCLOSURE:** This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.



GRANT COUNTY  
DEVELOPMENT SERVICES

P.O. Box 37 - 264 WEST DIVISION AVENUE  
EPHRATA, WA 98823  
(509) 754-2011 EXT 3001

**Grant County Planned Growth Committee Bylaws**

- I. Description and Purpose.
- A. The name of this advisory board is the Grant County Planned Growth Committee ("PGC")
  - B. The PGC is an advisory board that provides advice to the Grant County Board of County Commissioners ("BOCC") relating to the distribution of future population growth, designation of urban growth areas, amendments to the Countywide Planning Policies pursuant to Ch. 36.70A RCW, or any other business deemed necessary.
- II. Members and Participation.
- A. The PGC shall be comprised of one elected official, or their designee, from each incorporated city in Grant County and the Chair of the BOCC. The Chair of the BOCC may delegate their position to another BOCC Commissioner.
  - B. The Grant County Development Services Director ("Facilitator"), or their designee, shall serve as the facilitator of the PGC and is NOT a member.
  - C. The Grant County Development Services Administrative Assistant ("Clerk") shall serve as the clerk of the PGC and is NOT a member.
  - D. If a member of the PGC leaves office for any reason, another elected official, or their designee, shall serve as a replacement.
  - E. Each City Manager, or the Clerk of the Council, is required to forward council committee assignments to the Clerk on or before the last business day of February of each calendar year.
- III. Attendance. All members are expected to be present for all regularly scheduled meetings of the PGC. Members are to inform the Clerk of an absence at least twenty-four (24) hours in advance of any regularly scheduled meeting.
- IV. Officers. The BOCC representative shall serve as the Chair of the PGC. The Chair will preside over all meetings of the PGC and will be the official advisor to the BOCC.
- V. Meetings.
- A. Regular meetings will be held from 1:00 pm to 3:00 pm on the first and third Wednesday in May and the first Wednesday in June of each year. Additional meetings may be scheduled due to the number of agenda items or at the request of the Facilitator or Chair. Regular meetings may be cancelled due to a lack of agenda items or a lack of a quorum.

- B. Generally, meetings will be held at the Grant County Courthouse.
- C. All meetings are open to the public and shall be noticed in accordance with the Open Public Meetings Act, Chapter 42.30 RCW.
- D. The Facilitator shall create the meeting agenda. PGC members may request specific topics, additional information, and speakers for upcoming meetings at any time.
- E. The Clerk shall publish the meeting agenda to the county website and email it to the PGC members and a list of subscribers prior to the next scheduled meeting. In extenuating circumstances, updates and additional agenda items may be added with a minimum of twenty-four (24) hours' notice.
- F. A quorum for a meeting of the PGC will consist of the Chair and at least three other members. Provided there is a quorum, and action by those present constitutes an action of the PGC. In the event a quorum is not present at any meeting, the Chair may choose to meet but not act on decision items or may choose to adjourn and reschedule the meeting for a later date.
- G. Public participation shall be limited to three (3) minutes per speaker per item. In cases where there are many people signed up to speak during public comment, members of the public may be limited to two (2) minutes, or another time limitation as determined by the Chair. Pooling of speaker time will be permitted at the discretion of the Chair. All speakers wishing to pool their time must be present at the meeting. Time allotted for pooled speakers will be determined by the Chair, not to exceed a total of ten (10) minutes. Speakers will be requested to not repeat statements made by previous speakers other than to express points of agreement or disagreement.
- H. Executive sessions may be called pursuant to permissible topics under 42.30.110 RCW.
- I. All meetings will be held in person and virtual by electronic means and shall be consistent with how other public meetings of the County are held and shall safeguard the public's ability to listen to the meeting and provide comments about the agenda items upon which the PGC will provide recommendations to the BOCC.
- J. All meetings will be recorded, and the Clerk shall take meeting notes to maintain a record of the PGC discussion and decisions. Meeting notes will be made available to the public on the County website.

VI. Parliamentary Authority.

- A. Business, including presentations, discussions, motions, and voting will be conducted in an orderly manner consistent with the County's public meeting procedure.
- B. Actions taken by the PGC in the advice given to the BOCC shall be voted upon by motion, with motions being deemed as approved if they are seconded and a quorum of the PGC is present and they receive a majority of the votes cast. Members must be present to vote. No proxy votes are permitted.

VII. Conflict of Interest and Code of Ethics.

- A. Members of the PGC shall not use their membership for private gain and shall act impartially and not give preferential treatment to any private organization or individual in establishing recommendations and advice given to the BOCC. A member who has particularized personal or private interest in a matter proposed shall disclose such interest to the PGC and BOCC prior to discussion or voting on the item.
- B. A recused PGC member may not attend or will remove themselves from such PGC meetings and shall not attempt to influence the decisions of other PGC members voting on the advice given to the BOCC in making the final determination.
- C. A general interest as a landowner in Grant County would not require disclosure and recusal.

**CITY OF MATTAWA  
STAFF REPORT**

---

To: Mayor Celaya and City Council  
 From: Public Works Department  
 Date: March 7, 2023  
 Proceeding Type: New Business  
 Subject: Paul Lauzier Grant Park Equipment Purchase

**Legislative History:**

- |                        |               |
|------------------------|---------------|
| • First Presentation:  | March 7, 2023 |
| • Second Presentation: |               |
| • Requested Action:    | Motion Needed |

**Staff Report Summary**

The subject in front of City Council is to authorize the purchase of park amenities (tables, benches, trash cans) for the Hund Memorial Park utilizing the Paul Lauzier grant as part of the basketball court Project.

**Background**

The City applied and was awarded a Paul Lauzier Grant in 2022 to build an additional basketball court at Hund Memorial Park. The Grant included funding for the construction of fenced asphalt basketball courts, ADA accessible tables, benches, and garbage receptacles. The award amount is \$125,000; with City match of \$10,000; \$135,000 total. Items would be purchased using OMINA contract.

**Fiscal and Policy Implications**

Financial impacts are expected to be \$14,278.92, covered by the Paul Lauzier Grant; No policy implications are anticipated. Budget amendment to follow.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT
001	576.80.63.01	2022 Paul Lauzier	\$125,000	\$80,395	\$44,605
001	576.80.63.00	Park Improvements(Donations)	\$10,000	\$1,591	\$8,409

**TOTAL: \$53,014**

**Options**

1. Authorize the purchase of park amenities (tables, benches, trash cans) for the Hund Memorial utilizing the Paul Lauzier grant
2. Do not authorize the purchase of park amenities (tables, benches, trash cans) for the Hund Memorial utilizing the Paul Lauzier grant

**Staff Recommendation**

1. Authorize the purchase of park amenities (tables, benches, trash cans) for the Hund Memorial utilizing the Paul Lauzier grant

**Attachments**

A.	Quote
----	-------

**The following documents are attached and subject for review:**

<b>Review by:</b>	<b>Type of Document</b>	<b>Title of Document</b>	<b>Date Reviewed</b>	<b>Comment:</b>
Engineering	N/A			
Legal	▪ PDF	Staff Report		
Financial	▪ WORD	Staff Report	3/4/24	Initials: <i>Shell</i>
<b>Comment:</b>				

# Contract Summary

## Lawn & Grounds Equipment, Parts, & Accessories

Contract #: 05218

Replaces: [10212](#)

Contract Type: STATEWIDE CONT

### Contract Scope

This contract is for purchase of agricultural lawn and grounds equipment, repair parts, and accessories.

### Categories

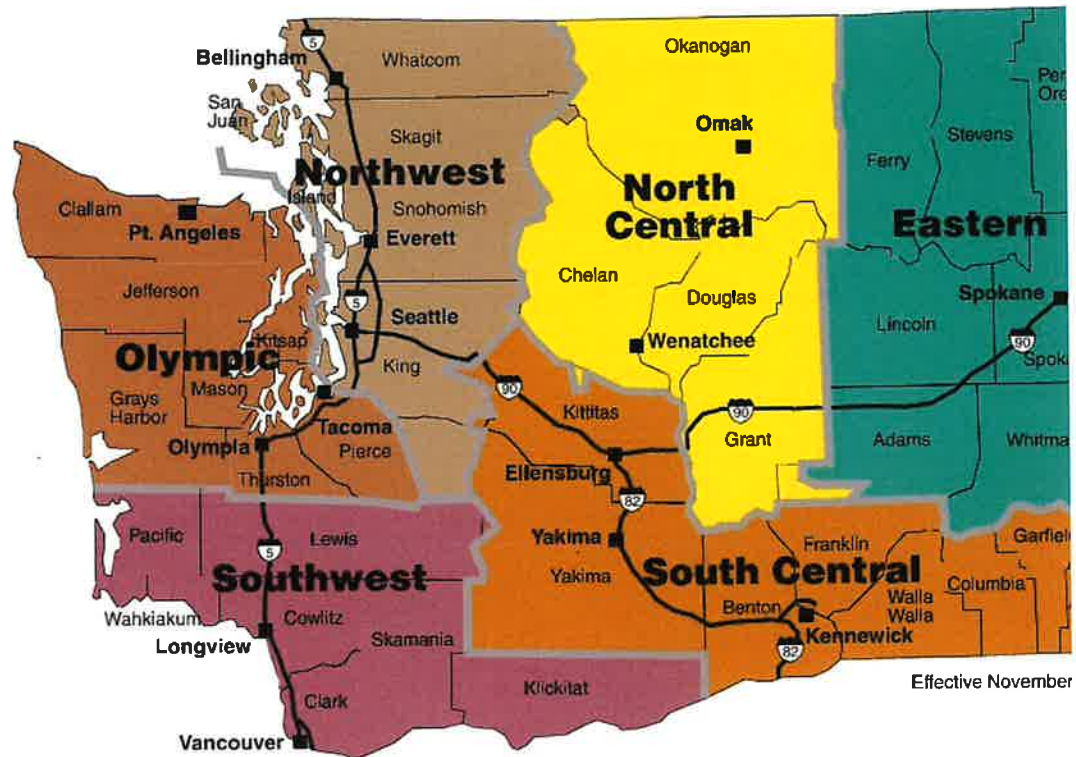
This contract was divided into 28 separately awarded categories.

- 1 - Handheld Equipment (chainsaws, string trimmers, leaf blowers, etc.)
- 2 - Walk-behind Equipment (push mowers, rototillers, edgers, snow blowers, etc.)
- 3 - Riding Mowers Up to 36 PTO Horsepower
- 4 - Lawn and Garden Tractors up to 30 PTO Horsepower
- 5 - Equipment for Riding Mower, Lawn and Garden Tractors
- 6 - Residential Front Mowers and Equipment
- 7 - Commercial Walk-Behind Mowers and Equipment
- 8 - Commercial Zero-Turn Mowers and Equipment
- 9 - Commercial Front Mowers and Equipment
- 10 - Commercial Wide Area Mowers
- 11 - Industrial Mowers
- 12 - Compact Utility Tractors up to 65 PTO Horsepower
- 13 - Equipment for Compact Utility Tractors
- 14 - Utility Tractors up to 90 PTO Horsepower
- 15 - Equipment for Utility Tractors
- 16 - Utility Vehicles up to 65 PTO Horsepower
- 17 - Equipment for Utility Vehicles
- 18 - Agricultural Tractors, 2x4 and 4x4 70 to 140 PTO Horsepower
- 19 - Agricultural Equipment (Less Tractor)
- 20 - Golf & Turf
- 21 - Commercial Lawn Shredders, Mulchers, Chippers and Grinders

- 22 - Skid Steer Loaders up to 55 HP
- 23 - Equipment/Attachments for Skid Steer Loaders
- 24 - Compact Track Loaders up to 70 HP
- 25 - Equipment/Attachments for Loaders
- 26 - Mini Excavators up to 70 HP
- 27 - Equipment/Attachments for Mini Excavators
- 28 - All Terrain Carriers up to 50 HP

**Regions**

This contract was also awarded regionally, please see the map below for a delineation as to which counties are in



**Northwest:** San Juan, Whatcom, Skagit, Island, Snohomish, King

**North Central:** Okanogan, Chelan, Douglas, Grant

**Olympic:** Clallam, Jefferson, Grays Harbor, Mason, Kitsap, Thurston, Pierce

**Southwest:** Pacific, Wahkiakum, Lewis, Cowlitz, Clark, Skamania, Klickitat

**South Central:** Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin

**Eastern:** Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman

**How to Use this Contract**

1. Review the Contractor section below for information on: Contractor's Contact Information (Name, Email, and MSRP/Price lists, Contract and Amendment information, and Description of awarded categories and manufacture
2. For information on the discount off of MSRP offered by awarded Contractors and by category see - [Discount C](#)

- 3. Contact the sales representatives directly to consult about their products and services.
- 4. Reference DES Contract No. 05218 on your Purchase Order.
- 5. Consult the [Frequently Asked Questions \(FAQ\)](#) for common questions on this contract.
- 6. Contact the Contract Administrator listed below with any further questions.

**Notes**

- Effective February 2023, Deere & Company has updated their MSRP lists and discontinued: John Deere - C39
- Effective January 15, 2023 through January 15, 2024, Western Equipment Distributors may charge up to 10% as a fee on products.
- Effective January 2023, Fiber Marketing International, Inc will no longer be selling Bandit equipment.
- October 2022 - Makita has updated pricing and contact information has changed
- April 2022 - Morbark has updated MSRP
- May 2023 - Makita has updated MSRP
- August 2023 - US Mowers has updated MSRP
- September 2023 - Moridge Manufacturing has updated MSRP

**Contractor Information**

View the [Contractor Information document](#) to see which products and price lists are available on the contract.

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), and DES has determined that entering into this master contract will be in the best interest of the State of Washington.

Effective Date: 04-01-2019

Est. Annual Worth: \$8,300,000

Current Term Ends On: 03-31-2025

Final Term Ends On: 03-31-2025

Commodity

515-08, 51

515-23, 51

515-55, 51

765-83, 02

765-66, 02

Diversity: 0% WBE 0% MBE

# of Bids Received: 31

Contact Info: Polina Boyle

☎ (360) 407-9339

✉ [polina.boyle@des.wa.gov](mailto:polina.boyle@des.wa.gov)

Secondary Contact Jaime Bacon

☎ (360) 407-8456

Info:

✉ [jaime.bacon@des.wa.gov](mailto:jaime.bacon@des.wa.gov)

### Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
- [Customer Communication Profile](#)
  
- Alamo Ordering
- Ariens Ordering
- Birch Equipment Ordering
- Birch Equipment Ordering
- Blueline Equipment Ordering
- Brim Tractor Ordering
- Clark Equipment Ordering
- Coates Landscape Supply Ordering
- Contractor List
- Deere & Company Ordering
- Diamond Mowers Ordering
- Diamond Mowers Ordering
- FMI Equipment Ordering
- Great Plains Ordering
- HAV Ordering
- Horizon Distributors Ordering
- Hustler Turf Equipment
- J & I Power Equipment Ordering
- Jennings Ordering
- Makita May 2023 MSRP
- Makita Ordering and MSRP
- Morbark Ordering
- Moridge Manufacturing Ordering
- MTD Products Ordering
- NC Machinery Ordering
- Pacific Golf & Turf Ordering
- Pape' Machinery Ordering
- Pricing (Discount % off List Price)
- RMT Equipment Ordering
- US Mower Ordering
- Van's Equipment Ordering
- Venture Products Ordering
- Vermeer Ordering
- Western Equipment Ordering
- Alamo Contract
- Ariens Contract

- Birch Equipment Contract
- Blueline Equipment Contract
- Brim Tractor Company, Inc Contract
- Clark Equipment Contract
- Coates Landscape Company Contract
- Deere and Company Contract
- Diamond Mowers, Inc Contract
- Fiber Marketing International, Inc Contract
- Great Plains Manufacturing, Inc Contract
- HAV, Inc Contract
- Horizon Distributors Contract
- Hustler Turf Equipment, Inc Contract
- J and I Pwer Equipment, Inc Contract
- Jennings Equipment, Inc AMD
- Jennings Equipment, Inc Contract
- Makita USA, Inc Contract
- Morbark Contract
- Morige Contract
- MTD Products Company Contract
- N C Machinery Company Contract
- Pacific Golf & Turf, LLC Contract
- Pape' Machinery, Inc Contract
- RMT Equipment Contract
- US Mowers Contract
- Vans Equipment Company Contract
- Venture Products, Inc Contract
- Vermeer
- Vermeer Northwest Sales and Services, Inc Contract
- Western Equipment Distributors, Inc AMD
- Western Equipment Distributors, Inc Contract
  
- Morige Manufacturing Ordering
- Original Solicitation Bid Price Sheet
- Original Solicitation Documents
- Winning Bid Example-Jennings Bid Price Sheet
- Winning Bid Example-Jennings(category 1)








- Original Solicitation Amendments
- Bid Tab
- FAQ

### Showing 1 to 29 of 29 Vendors

All  Vendors Per Page.

Search Vendors:

1

Vendor	Vendor #	OMWBE	Small Business	Veteran	Consider Preference
BIRCH EQUIPMENT COMPANY, INC.	w2407	W			
BLUELINE EQUIPMENT CO LLC	w24372				
HAV INC	w9914				
J AND I POWER EQUIPMENT INC.	w545				
JENNINGS EQUIPMENT, INC.	w2350				
US MOWER	w40288				
VANS EQUIPMENT CO	w37584				
ALAMO GROUP (TX), INC.	w5196				
ARIENS COMPANY	w41663				
BRIM TRACTOR COMPANY, INC	w5185				
CLARK EQUIPMENT	w19449				

<b>Vendor</b>	<b>Vendor #</b>	<b>OMWBE</b>	<b>Small Business</b>	<b>Veteran</b>	<b>Considered Preferred</b>
COATES LANDSCAPE SUPPLY	w41755				
DEERE & COMPANY	w589				
DIAMOND MOWERS, LLC	w41248				
FIBER MARKETING INTERNATIONAL, INC.	w15705				
GREAT PLAINS MANUFACTURING INC.	w65949				
HORIZON DISTRUBUTORS INC.	w554				
HUSTLER TURF EQUIPMENT, INC.	w41761				
MAKITA USA, INC.	w76033				
MORBARK, LLC	w24279				
MORIDGE MANUFACTURING, INC.	w299				
MTD PRODUCTS COMPANY	w76105				
N C MACHINERY CO	w4178				
PACIFIC GOLF & TURF, LLC.	w54908				
PAPE MACHINERY, INC.	w1553				
RMT EQUIPMENT	w12645				

Vendor	Vendor #	OMWBE	Small Business	Veteran	Considered Preference
VENTURE PRODUCTS INC	w41341				
VERMEER MOUNTAIN WEST, INC.	w367				
WESTERN EQUIPMENT DISTRIBUTORS INC.	w472				

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified

 = Veteran Owned


 = Small Business

 = Preferred Content

 = \*Preference Executive Order 18-03

 = \*Preference Electronic Products Purchasing

**HFC** = \*Preferred Products

 = \*Preference Nonmercury-Added Products Purchasing

 = \*Preference Polychlorinated Biphenyls (PCBs) Purchasing

\* = Newly

 = All Other Green Considerations

## Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210



[contractingandpurchasing@des.wa.gov](mailto:contractingandpurchasing@des.wa.gov)

 [Find a Contract](#)



2505 MILL CENTER PARKWAY SUITE 100  
 BUFORD, GA 30518

### Sales Quote

Account #: 6187578	Quote #: 7300433	Quote issued: 02/13/2024
City of Mattawa	<a href="mailto:jledezma@cityofmattawa-wa.gov">jledezma@cityofmattawa-wa.gov</a>	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
JUAN LEDEZMA*	Phone: (509) 932-1547	
521 GOVERNMENT RD PO BOX 965	Fax:	
MATTAWA, Washington 99349		
<a href="#">CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.</a>		

Part#	Description	Shipping	Qty	Price	Extended
694553GN	Global Industrial; 6' Rectangular Picnic Table, Perforated Metal, Green	TRUCK	11	\$882.00	\$9,702.00
761224BK	Global Industrial; Outdoor Wall Mount Drinking Fountain, Black	UPS - GROUND	1	\$733.50	\$733.50
694553GN	Global Industrial; 6' Rectangular Picnic Table, Perforated Metal, Green	TRUCK	1	\$882.00	\$882.00
<b>ItemTotal</b>					<b>\$11,317.50</b>
<b>Tax</b>					<b>\$1,116.83</b>
<b>Shipping and Handling</b>					<b>\$1,844.59</b>
<a href="#">PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS</a>					<b>Total \$14,278.92</b>

<b>Notes</b>	Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.
	<b>Name:</b> MELISSA NEWBERRY
	<b>Email:</b> <a href="mailto:mnewberry@globalindustrial.com">mnewberry@globalindustrial.com</a>
	<b>Phone:</b> (678) 969-6737 x122737
	<b>Fax:</b> (678) 969-6045

\*Applicable taxes and shipping charges will be added to invoice.



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This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

# CITY OF MATTAWA

## STAFF REPORT

To: Mayor Celaya and City Council  
 From: Public Works Department  
 Date: March 7, 2024  
 Proceeding Type: New Business  
 Subject: RCO Grant Procurement

### Legislative History:

- |                        |               |
|------------------------|---------------|
| • First Presentation:  | March 7, 2024 |
| • Second Presentation: |               |
| • Requested Action:    | Motion        |

### Staff Report Summary

The subject in front of the City Council is to approve the procurement of Hund Memorial Park maintenance equipment utilizing the Washington State Recreation and Conservation Office (RCO) Grant.

### Background

The City was fortunate to receive a (RCO) Grant that will fund the purchase of maintenance equipment to include a box scraper, lawn mower, tress, and spike aerator and support park amenities such as drinking fountains, tables, benches, and trash cans. Items would be purchased using Washinton State enterprise Contract #05218 and OMINA contract.

### Fiscal and Policy Implications

Financial impacts are expected to be \$54,803 in grant fund. Budget amendment to follow. No policy implications are expected besides following grant agreement and reporting.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT

### Options

1. Approve the purchase of the maintenance equipment funded by the RCO Grant.
2. Do not approve the purchase of the maintenance equipment funded by the RCO Grant and inform RCO the city intends to decline the grant.

### Staff Recommendation

1. Approve the purchase of the maintenance equipment funded by the RCO Grant.

**Attachments**

A.	RCO Grant maintenance equipment summary
B.	Equipment Quotes

**The following documents are attached and subject for review:**

<b>Review by:</b>	<b>Type of Document</b>	<b>Title of Document</b>	<b>Date Reviewed</b>	<b>Comment:</b>
Engineering	N/A			
Legal	▪ PDF	Staff Report		
Financial	▪ WORD	Staff Report	3/4/24	Initials: <i>JEC</i>
<b>Comment:</b>				

# Contract Summary

## Lawn & Grounds Equipment, Parts, & Accessories

Contract #: 05218

Replaces: [10212](#)

Contract Type: STATEWIDE CONT

### Contract Scope

This contract is for purchase of agricultural lawn and grounds equipment, repair parts, and accessories.

### Categories

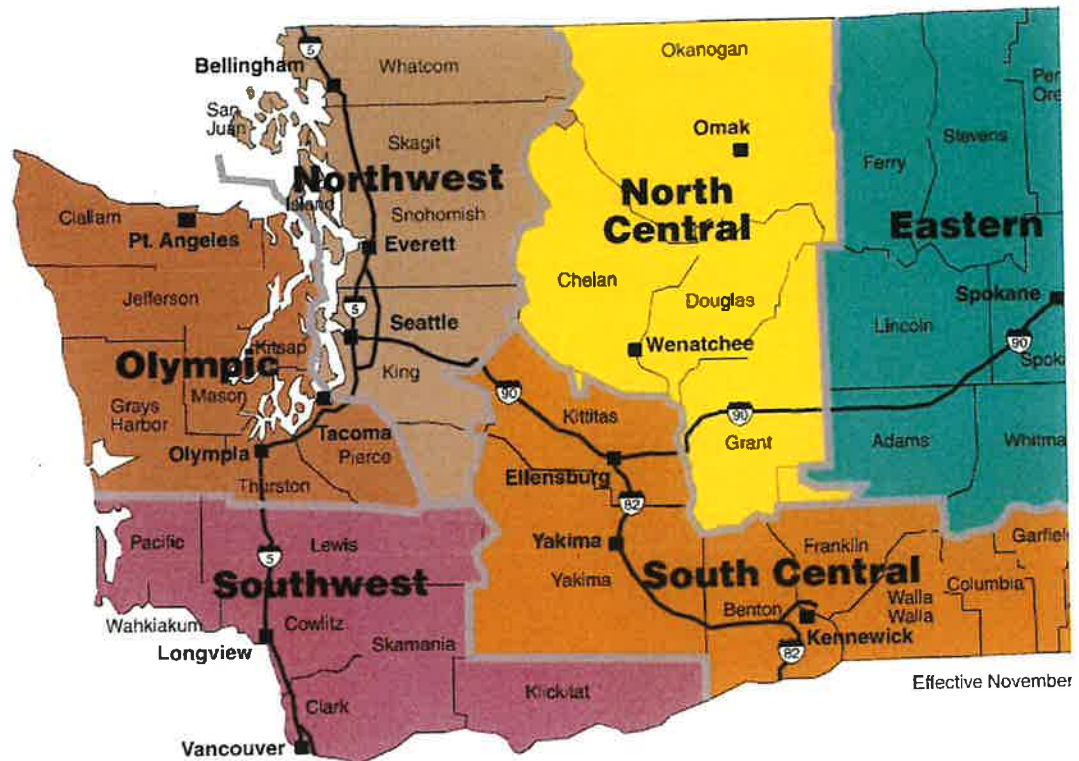
This contract was divided into 28 separately awarded categories.

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- 23 - Equipment/Attachments for Skid Steer Loaders
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- 25 - Equipment/Attachments for Loaders
- 26 - Mini Excavators up to 70 HP
- 27 - Equipment/Attachments for Mini Excavators
- 28 - All Terrain Carriers up to 50 HP

**Regions**

This contract was also awarded regionally, please see the map below for a delineation as to which counties are in



- Northwest:** San Juan, Whatcom, Skagit, Island, Snohomish, King
- North Central:** Okanogan, Chelan, Douglas, Grant
- Olympic:** Clallam, Jefferson, Grays Harbor, Mason, Kitsap, Thurston, Pierce
- Southwest:** Pacific, Wahkiakum, Lewis, Cowlitz, Clark, Skamania, Klickitat
- South Central:** Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin
- Eastern:** Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman

**How to Use this Contract**

1. Review the Contractor section below for information on: Contractor's Contact Information (Name, Email, and MSRP/Price lists, Contract and Amendment information, and Description of awarded categories and manufacture
2. For information on the discount off of MSRP offered by awarded Contractors and by category see - [Discount C](#)

3. Contact the sales representatives directly to consult about their products and services.
4. Reference DES Contract No. 05218 on your Purchase Order.
5. Consult the [Frequently Asked Questions \(FAQ\)](#) for common questions on this contract.
6. Contact the Contract Administrator listed below with any further questions.

**Notes**

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- May 2023 - Makita has updated MSRP
- August 2023 - US Mowers has updated MSRP
- September 2023 - Morigde Manufacturing has updated MSRP

**Contractor Information**

View the [Contractor Information document](#) to see which products and price lists are available on the contract.

DES has ensured this procurement meets [RCW 39.26](#), follows State of Washington [Current Procurement Policies](#), and DES has determined that entering into this master contract will be in the best interest of the State of Washington.

Effective Date: 04-01-2019

Est. Annual Worth: \$8,300,000

Current Term Ends On: 03-31-2025

Final Term Ends On: 03-31-2025

Commodity

515-08, 51

515-23, 51

515-55, 51

765-83, 02

765-66, 02

Diversity: 0% WBE 0% MBE

# of Bids Received: 31

Contact Info: Polina Boyle

☎ (360) 407-9339

✉ [polina.boyle@des.wa.gov](mailto:polina.boyle@des.wa.gov)

Secondary Contact: Jaime Bacon

☎ (360) 407-8456

Info:

✉ [jaime.bacon@des.wa.gov](mailto:jaime.bacon@des.wa.gov)

## Who Can Use This Contract?

- [Organizations with Statewide Contract Usage Agreements](#)
- [Customer Communication Profile](#)

- Alamo Ordering
- Ariens Ordering
- Birch Equipment Ordering
- Birch Equipment Ordering
- Blueline Equipment Ordering
- Brim Tractor Ordering
- Clark Equipment Ordering
- Coates Landscape Supply Ordering
- Contractor List
- Deere & Company Ordering
- Diamond Mowers Ordering
- Diamond Mowers Ordering
- FMI Equipment Ordering
- Great Plains Ordering
- HAV Ordering
- Horizon Distributors Ordering
- Hustler Turf Equipment
- J & I Power Equipment Ordering
- Jennings Ordering
- Makita May 2023 MSRP
- Makita Ordering and MSRP
- Morbark Ordering
- Moridge Manufacturing Ordering
- MTD Products Ordering
- NC Machinery Ordering
- Pacific Golf & Turf Ordering
- Pape' Machinery Ordering
- Pricing (Discount % off List Price)
- RMT Equipment Ordering
- US Mower Ordering
- Van's Equipment Ordering
- Venture Products Ordering
- Vermeer Ordering
- Western Equipment Ordering
- Alamo Contract
- Ariens Contract

Contract Summary

- Birch Equipment Contract
- Blueline Equipment Contract
- Brim Tractor Company, Inc Contract
- Clark Equipment Contract
- Coates Landscape Company Contract
- Deere and Company Contract
- Diamond Mowers, Inc Contract
- Fiber Marketing International, Inc Contract
- Great Plains Manufacturing, Inc Contract
- HAV, Inc Contract
- Horizon Distributors Contract
- Hustler Turf Equipment, Inc Contract
- J and I Pwer Equipment, Inc Contract
- Jennings Equipment, Inc AMD
- Jennings Equipment, Inc Contract
- Makita USA, Inc Contract
- Morbark Contract
- Moridge Contract
- MTD Products Company Contract
- N C Machinery Company Contract
- Pacific Golf & Turf, LLC Contract
- Pape' Machinery, Inc Contract
- RMT Equipment Contract
- US Mowers Contract
- Vans Equipment Company Contract
- Venture Products, Inc Contract
- Vermeer
- Vermeer Northwest Sales and Services, Inc Contract
- Western Equipment Distributors, Inc AMD
- Western Equipment Distributors, Inc Contract
  
- Moridge Manufacturing Ordering
- Original Solicitation Bid Price Sheet
- Original Solicitation Documents
- Winning Bid Example-Jennings Bid Price Sheet
- Winning Bid Example-Jennings(category 1)

- Original Solicitation Amendments
- Bid Tab
- FAQ

### Showing 1 to 29 of 29 Vendors

All  Vendors Per Page.

Search Vendors:

1


Vendor	Vendor #	OMWBE	Small Business	Veteran	Consider Preferred
BIRCH EQUIPMENT COMPANY, INC.	w2407	W			
BLUELINE EQUIPMENT CO LLC	w24372				
HAV INC	w9914				
J AND I POWER EQUIPMENT INC.	w545				
JENNINGS EQUIPMENT, INC.	w2350				
US MOWER	w40288				
VANS EQUIPMENT CO	w37584				
ALAMO GROUP (TX), INC.	w5196				
ARIENS COMPANY	w41663				
BRIM TRACTOR COMPANY, INC	w5185				
CLARK EQUIPMENT	w19449				

<b>Vendor</b>	<b>Vendor #</b>	<b>OMWBE</b>	<b>Small Business</b>	<b>Veteran</b>	<b>Considered Preference</b>
COATES LANDSCAPE SUPPLY	w41755				
DEERE & COMPANY	w589				
DIAMOND MOWERS, LLC	w41248				
FIBER MARKETING INTERNATIONAL, INC.	w15705				
GREAT PLAINS MANUFACTURING INC.	w65949				
HORIZON DISTRUBUTORS INC.	w554				
HUSTLER TURF EQUIPMENT, INC.	w41761				
MAKITA USA, INC.	w76033				
MORBARK, LLC	w24279				
MORIDGE MANUFACTURING, INC.	w299				
MTD PRODUCTS COMPANY	w76105				
N C MACHINERY CO	w4178				
PACIFIC GOLF & TURF, LLC.	w54908				
PAPE MACHINERY, INC.	w1553				
RMT EQUIPMENT	w12645				

Vendor	Vendor #	OMWBE	Small Business	Veteran	Consider Preference
VENTURE PRODUCTS INC	w41341				
VERMEER MOUNTAIN WEST, INC.	w367				
WESTERN EQUIPMENT DISTRIBUTORS INC.	w472				


M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified

 = Veteran Owned


 = Small Business


 = Preference Content

 = \*Preference Executive Order 18-03

 = \*Preference Electronic Products Purchasing

**HFC** = \*Preference Products F

 = \*Preference Nonmercury-Added Products Purchasing

 = \*Preference Polychlorinated Biphenyls (PCBs) Purchasing

\* = Newly

 = All Other Green Considerations

## Didn't find what you were looking for?

The Contracts Resource Center is here to help.

 (360) 407-2210

 [contractingandpurchasing@des.wa.gov](mailto:contractingandpurchasing@des.wa.gov)

 [Find a C](#)



2505 MILL CENTER PARKWAY SUITE 100  
 BUFORD, GA 30518

**Sales Quote**

Account #: 6187578	Quote #: 7300433	Quote Issued: 02/13/2024
City of Mattawa	<a href="mailto:jledezma@cityofmattawa-wa.gov">jledezma@cityofmattawa-wa.gov</a>	*Pricing valid for 30 days from quote issue date, subject to change based on product availability and/or extraordinary market conditions
JUAN LEDEZMA*	Phone: (509) 932-1547	
521 GOVERNMENT RD PO BOX 965	Fax:	
MATTAWA, Washington 99349		
<a href="#">CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.</a>		

Part#	Description	Shipping	Qty	Price	Extended
694553GN	Global Industrial; 6' Rectangular Picnic Table, Perforated Metal, Green	TRUCK	11	\$882.00	\$9,702.00
761224BK	Global Industrial; Outdoor Wall Mount Drinking Fountain, Black	UPS - GROUND	1	\$733.50	\$733.50
694553GN	Global Industrial; 6' Rectangular Picnic Table, Perforated Metal, Green	TRUCK	1	\$882.00	\$882.00
<b>Item Total</b>					<b>\$11,317.50</b>
<b>Tax</b>					<b>\$1,116.83</b>
<b>Shipping and Handling</b>					<b>\$1,844.59</b>
<b>Total</b>					<b>\$14,278.92</b>
<a href="#">PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS</a>					

**Notes**

Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.  
**Name:** MELISSA NEWBERRY  
**Email:** [mnewberry@globalindustrial.com](mailto:mnewberry@globalindustrial.com)  
**Phone:** (678) 969-6737 x122737  
**Fax:** (678) 969-6045

\*Applicable taxes and shipping charges will be added to invoice.



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**Sourcewell**  
 Utility Tractors & Mowers - 031121  
 CE and AG - 048919  
 Utility Vehicles 122220  
 Arkansas 0600041718  
 Delaware 0385-21873  
 Mississippi (CE Only) 0200066371  
 Mississippi 0200055801

F2690E WEB QUOTE #2740988  
 Date: 1/26/2024 12:53:16 PM  
 -- Customer Information --  
 Ledezma, Juan  
 City of Mattawa  
 JLedezma@cityofmattawa-wa.gov  
 5099321547

Quote Provided By  
**BLUELINE EQUIPMENT CO.**  
 Jesse Clark  
 1605 E MEAD AVE  
 YAKIMA, WA 98903  
 email: Jesse@bluelinemfg.com  
 phone: 5092600482

-- Standard Features --

-- Custom Options --



F Series F2690E  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model #D1105  
 3 Cyl., 1123 cu. cm.  
 +24.8 Gross Eng. HP  
 @3000 Eng. RPM  
 CARB Certified  
 Alternator - 40 Amps  
 Hand Throttle  
 Dual Element Air Cleaner

**OPERATING FEATURES**

Till Steering Wheel  
 Power Steering  
 Deluxe Suspension Seat  
 w/ 4 Adj. Controls

**HYDRAULICS**

Open Center - Gear Type  
 2 Point Hitch Lift  
 Cap at Lift Point - 573 lbs  
 8.6 GPM Hyd. Pump Cap.  
 6 GPM Remote Outlet

**HYD. INDEPENDENT PTO**

Hyd. Multi-Disc PTO  
 Single Speed PTO  
 2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

**TRANSMISSION**

Hydrostatic Drive (F2/R2)  
 Forward Speed - 0 - 12.5 mph  
 Reverse Speed - 0 - 6.8 mph  
 Front Differential Lock

**FLUID CAPACITY**

Fuel Tank 16.1 gal  
 Cooling System 4.9 qts  
 Engine Oil 3.7 qts

Transmission and Hydraulics 14.8 qts

**SAFETY EQUIPMENT**

2 Post Foldable ROPS w/  
 Retractable Seat Belt  
 ROPS meet ISO and OSHA  
 Safety Start Switch  
 Operator Presence Control  
 Parking Brake  
 Overheat Alarm Buzzer

**INSTRUMENTS**

Liquid Crystal Display (LCD) Panel  
 Hour Meter  
 Electric Fuel Gauge  
 Temperature Gauge  
 Easy Checker™  
 Oil Light  
 Charge Light  
 Glow Plug Light

**SELECTED TIRES**

AF9364 & AF8603  
 FRONT - 16x6.50-8 R3 Titan Multi Trac  
 REAR - 23x10.50-12 R3 Titan Multi Trac

F2690E Base Price: \$21,749.00

(1) SUSPENSION SEAT / F2880/F3680	inc.
F8280-SUSPENSION SEAT / F2880/F3680	
(1) 60" FRONT BLADE	\$2,297.00
B2765A-60" FRONT BLADE	
(4) FRONT SUITCASE WEIGHT	\$296.00
BL8060-1-FRONT SUITCASE WEIGHT	
(1) 72" MOWER DECK FOR F SERIES TRACTOR	\$5,688.00
RCK72P-F39-72" MOWER DECK FOR F SERIES TRACTOR	
(1) HYDRAULIC VALVE SINGLE	\$528.00
F8283-HYDRAULIC VALVE SINGLE	
(1) HARD CAB FOR NEW F-SERIES 90'S PNF	\$6,838.00
F5206-HARD CAB FOR NEW F-SERIES 90'S PNF	
(1) REMOTE HYDRAULIC KIT	\$228.00
F5216-REMOTE HYDRAULIC KIT	
(1) MALE QUICK HITCH (F-SERIES) PNF	\$498.00
F5212A-MALE QUICK HITCH (F-SERIES) PNF	
(1) FRONT WEIGHT BRACKET	\$125.00
BX8064A-FRONT WEIGHT BRACKET	
(4) FRONT WEIGHT BOLT KIT	\$48.00
BL8062-FRONT WEIGHT BOLT KIT	

<b>Configured Price:</b>	<b>\$38,295.00</b>
Sourcwell Discount:	(\$8,424.90)
<b>SUBTOTAL:</b>	<b>\$29,870.10</b>
Dealer Assembly:	\$1,224.67
Freight Cost:	\$862.50
PDI:	\$400.00

Total Unit Price: \$32,357.27  
 Quantity Ordered: 1  
 Final Sales Price: \$32,357.27

**Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting dealer

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



**Blueline Equipment Co., LLC**

**Main Office**  
 1605 E Mead Ave  
 Yakima, WA 98903  
 Phone: (509) 248-8411

31501 Yakima Valley Hwy  
 Sunnyside, WA 98944  
 Phone: (509) 839-2066

2080 N Commercial Ave  
 Pasco, WA 99301  
 Phone: (509) 544-6678

100 N Garnet Way  
 Quincy, WA 98848  
 Phone: (509) 785-2595

20702 Rd 23 SW  
 Mattawa, WA 99349  
 Phone: (509) 932-4001

www.bluelinemfg.com

Ship To: IN STORE PICKUP

Invoice To: CITY OF MATTAWA  
 521 GOVERNMENT RD  
 MATTAWA WA 99349

Branch 04 - GEORGE		
Date 12/01/2023	Time 13:55:16 (O)	Page 1
Account No MATTA003	Phone No 5099324037	Est No 00 Q00221
Ship Via	Purchase Order	
Tax ID No		
JESSE CLARK		Salesperson JCI

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description	** Q U O T E **	EXPIRY DATE: 12/31/2023	Amount
Stock #: A8455	Serial #: 1927746		5021.25
New LP BB4596			
New LAND PRIDE BB4596 -LANDPRIDE HD PULL-TYPE SCRAPER 96"			
		Sale # 01 Subtotal:	5021.25
		Total:	5021.25
Stock #: A5974	Serial #: 1551783		2139.75
New LP CA1572			
New LAND PRIDE CA1572 - LANDPRIDE CA1572 72" CORE AERTATOR			
		Sale # 02 Subtotal:	2139.75
		Total:	2139.75
		Subtotal:	7161.00
		George:	601.52
Authorization: _____		Quote Total:	7762.52

All quotes are void 60 days from quote date. When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing above.

INVOICE TERMS: Balance of this invoice is due upon receipt.

For any questions, contact ar@bluelinemfg.com or call 509-248-8411

**Thank You For Your Business!**

**Sales Quote**

Account #: 6187578	Quote #: 7261849	Quote Issued: 01/11/2024
City of Mattawa	<a href="mailto:jledezma@cityofmattawa-wa.gov">jledezma@cityofmattawa-wa.gov</a>	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
Juan Ledezma	Phone: (509) 932-1547	
521 GOVERNMENT RD PO BOX 965	Fax:	
MATTAWA, Washington 99349		
<a href="#">CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.</a>		

Part#	Description	Shipping	Qty	Price	Extended
695289GN	Global Industrial; 8' Picnic Table, ADA Compliant, Expanded Metal, Green	TRUCK	2	\$935.37	\$1,870.74
277154GN	Global Industrial; 6' Outdoor Steel Bench w/ Backrest, Expanded Metal, Green	TRUCK	8	\$518.99	\$4,151.92
261948BKD	Global Industrial; Outdoor Diamond Steel Trash Can With Dome Lid & Base, 36 Gallon, Black	TRUCK	12	\$373.59	\$4,483.08
761223BKF	Global Industrial; Outdoor Pedestal Drinking w/ Filter, Black	TRUCK	1	\$1,192.50	\$1,192.50
761215	Global Pure; Replacement Water Filter, 3,600 Gallon Capacity	TRUCK	1	\$48.56	\$48.56
<b>Item Total</b>					<b>\$11,746.80</b>
<b>Tax</b>					<b>\$1,137.81</b>
<b>Shipping and Handling</b>					<b>\$1,798.58</b>
<b>Total</b>					<b>\$14,683.19</b>

[PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS](#)

<b>Notes</b> Omnia Partners Contract# R211402	Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.
	<b>Name:</b> MELISSA NEWBERRY
	<b>Email:</b> <a href="mailto:mnewberry@globalindustrial.com">mnewberry@globalindustrial.com</a>
	<b>Phone:</b> (678) 969-6737 x122737
	<b>Fax:</b> (678) 969-6045

\*Applicable taxes and shipping charges will be added to invoice.



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# Mattawa Police Department

## Justice • Courage • Wisdom • Temperance

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### City of Mattawa Job Description

Job Title: Police Chief  
Department: Police  
Reports to: Mayor

### OVERVIEW OF THE POSITION:

Performs a variety of complex administrative, supervisory, professional work in planning, coordinating, directing and evaluating the activities of the Police Department's financial and human resource management, and the efficient operation in the protection of lives and property in the City of Mattawa, as well as provide administrative support to the Mayor. The Chief will also serve as a primary responder to calls for service as needed.

### ESSENTIAL DUTIES:

Plans, coordinates, supervises and evaluates Police Department operations; plans, develops, implements, revises and evaluates existing and new policies and procedures for the Department in order to implement directives from the Mayor and City Council, and to carry out federal, state, and local law enforcement responsibilities; and supervises and coordinates the preparation and presentation of an annual budget for the Department, directs the implementation of the budget, and plans for and reviews specifications for new or replaced equipment.

Analyzes statistics and prepares programs to deal with problems identified in the community policing process, and review progress and results for accomplishment of stated objectives. Responds to media inquiries and questions, prepares news releases and controls media access to confidential information.

Cooperates with county, state and federal officers in the apprehension and detention of wanted persons, and with agencies where activities of the department are involved; coordinates the information gathered and work accomplished by the members of the department; assures that personnel are assigned to shifts or working units which provide optimum effective service to the community; directs the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control and documentation of police department operations.

Trains and develops department personnel, and directs department training; handles grievances, maintains discipline and the conduct and general behavior of assigned personnel; prepares and submits periodic reports to the Mayor and City Council regarding the department's activities; prepares a variety of other reports as appropriate; meets with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of Police Department activities; ensures that law and ordinances are enforced and that the public peace and safety is maintained; participates in the selection process of all employees.

Performs the duties of all subordinate personnel either by choice or necessity; directs the investigation of major crime scenes; and assures intra- and interdepartmental cooperation as needed.

Respond to calls for service, provide customer service, identify, collect and preserve evidence, investigate criminal acts and prepare reports to aid in prosecution of criminal acts.

**WORK SCHEDULE:** This is a salaried position, and the schedule will be flexible to meet the needs of the department. While the schedule will generally be day shift during the week, the job will require working nights and weekends as well. The Chief is also subject to callout 24 hours a day to meet the needs of the department/city.

**OCCUPATIONAL CERTIFICATES/LICENSES:** Must possess a valid Washington State driver's license or have the ability to obtain one prior to employment. Must be a certified Peace Officer in Washington State in good standing, and must hold a general commission, certified by the Washington State Criminal Justice Training Commission, pursuant to RCW 43.101.095.

**EDUCATION/VOCATION PREPARATION:** Must have at least a two year degree (four year, or Master's preferred). Not less than eight years in law enforcement experience, and a minimum of four years in a leadership/management position. In some instances, other police related academic credentials, military experience or other combination of prior demonstrated leadership and management experience may be accepted in lieu of above requirements. Must have a minimum of FEMA incident command training (ICS) of 100A, 200A, 300, 400, 700A and 800 or the ability to obtain within one year of hire.

Must be fluent in the English language, both spoken and written. Bilingual English/Spanish is preferred.

**PROBATION PERIOD:** In order to experience the full range of responsibilities and duties the Chief of Police will serve a probationary review and evaluation period of 12 months, commencing on the first paid day of employment.

**Endurance - Moving About:** Constantly (2/3 or more of the time) Move from location to location.

**Endurance - Overall Strength:** Heavy Work - Exerts force and/or lifts or carries objects weighting up to 100 lbs. occasionally, 25 to 50 lbs. frequently, and/or 10 to 20 lbs. constantly.

**Walking:** Frequently (1/3 to 2/3 of the time) - Move about on foot.

**Sitting:** Constantly (2/3 or more of the time) – Remain in a seated position.

**Lifting/Carrying:** Periodic. Does not occur on every shift. Lift by manually raising or lowering an object from one level to another (including upward pulling), and/or carry an object, usually holding it in the hands or arms, on the shoulder.

**Pushing/Pulling:** Periodic. Does not occur on every shift. Push by exerting force on an object so that it moves away from the force or worker (including slapping, striking, and kicking actions) and/or pull by exerting force on an object so that it moves toward the force or worker (including jerking).

**Controls:** Frequently (1/3 to 2/3 of the time) Use on or both arms and/or hands and/or one or both feet or legs to move controls and drive a vehicle.

**Climbing:** Periodic. Does not occur on every shift. Ascend or descend ladders, stairs, scaffolding, ramps and the like using the feet and legs and/or hands and arms.

**Balancing:** Periodic. Does not occur on every shift. Maintain body equilibrium to prevent falling when walking, standing, or crouching on temporary and/or uneven surfaces.

**Bending/Stooping:** Frequently (1/3 to 2/3 of the time) Stoop by bending the body downward or forward by flexing the spine at the waist, and/or bend by extending the spine backward or from side to side.

**Kneeling/Crouching:** Periodic. Does not occur on every shift. Kneel by bending the legs at the knees to come to rest on the knee or knees, and/or crouch by bending the body downward and forward by bending the legs and spine.

**Reaching:** Frequently (1/3 to 2/3 of the time) Extend the hands and arms in any direction.

**Handling:** Frequently (1/3 to 2/3 of the time) Seize, hold, grasp, turn, or otherwise work with the hand or hands.

**Rotation:** Periodic. Does not occur on every shift. Twist and turn the spine or a ball and socket joint such as the shoulder or hip.

**Talking:** Constantly (2/3 or more of the time) Express or exchange ideas by means of the spoken word to impart oral information to clients or to the public and convey detailed spoken instructions to other workers accurately, loudly or quickly.

**Hearing:** Constantly (2/3 or more of the time) Perceive the nature of sounds by the ear and understand oral communications from others.

**Seeing:** Constantly (2/3 or more of the time) Obtain impressions through the eyes of the shape, size, distance, motion, color or other characteristics of objects.

#### **SPECIALIZED DEMANDS:**

**Driving:** Frequently (1/3 to 2/3 of the time) A current, valid and properly classed driver's license is required. Driving record must, for a period of three years immediately preceding employment or any date during employment thereafter, be free of any violation for reckless driving, hit and run, driving under the influence of alcohol or drugs or more than three moving violations of any type. Operate motor vehicle, as in a car, van or truck in the course of one's employment.

**Video Display Terminals:** Frequently (1/3 to 2/3 of the time) Read, enter, change or obtain information from a monochrome or color video display terminal (computer).

**Keyboards:** Frequently (1/3 to 2/3 of the time) Enter and/or manipulate data on computer keyboards. Keyboards may include keys that have an identical image to the key punched (as in ordinary alpha/numeric personal computer keyboards) or may utilize various symbols to relate or describe items entered.

#### **ENVIRONMENTAL CONDITIONS:**

**Location:** Both inside and outside. Work time is split between inside (where there is protection from weather, but not necessarily from temperature changes) and outside (where there is no effective protection from weather). May be outside for an entire shift during summer or winter times.

**Stairs/Steps:** Periodic. Does not occur on every shift. Ascend or descend stairs, step or similar structures, and also uneven surfaces to access any required work area or other area related to functioning in the workplace.

**Extreme Cold:** Periodic. Does not occur on every shift. Endure temperatures sufficiently low to cause marked bodily discomfort unless exceptional protection is used.

**Extreme Heat:** Periodic. Does not occur on every shift. Endure temperatures sufficiently high to cause marked bodily discomfort unless exceptional protection is used.

**Wet Conditions:** Periodic. Does not occur on every shift. Endure contact with water or liquids.

**Noise/Vibration:** Periodic. Does not occur on every shift. Occasionally endure noises, either constant or intermittent, that could be harmful if endured day after day for long periods at a time. (Protection will be available).

**Unique Hazards:** Frequently (1/3 to 2/3 of the time) Endure situations in which there is exposure to the definite risk of bodily injury, including personal conditions, proximity to moving mechanical parts, exposure to electrical shock, work in exposed places, exposure to blood borne pathogens, working with explosives, exposure to physical attacks, gunfire and other dangerous environmental conditions.

#### **LEARNING DEVELOPMENT DEMANDS:**

**Reasoning:** General. Apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form, deal with problems involving several variables.

**Mathematical:** Basic. Add, subtract, multiply and divide all units of measure. Perform the four operations with common and like decimal fractions. Compute ratio, rate and percent, draw and interpret bar graphs. Perform arithmetic operations involving monetary units.

**Reading:** Elevated. Read literature, technical material and journals, financial reports and legal documents.

**Writing:** Intermediate. Prepare business letters, expositions, summaries and reports, using prescribed format and conforming to all rules of punctuation, grammar, diction and style.

**Speaking:** General. Speak before groups with poise, voice control and confidence, using correct English and well-modulated voice.

#### **TEMPERAMENT REQUIREMENTS:**

**Directing/controlling:** Accept responsibility for formulating plans, designs, practices, policies, methods, regulations, and procedures for operations or projects. Negotiate with individuals or groups for agreements or contract and supervise subordinate workers to implement plans and control activities.

**Influencing:** Write, demonstrate or speak to persuade and motivate people to change their attitudes or opinions, participate in a particular activity, or purchase a specific commodity or service.

**Variation:** Make frequent changes of tasks involving different aptitudes, technologies, techniques, procedures, working conditions, physical demands, or degrees of attentiveness without loss of efficiency or composure.

**Elevated Stress:** Cope with circumstances exasperating to self or others, meet deadlines and work around or within non or inferior performance by others, and work within and through local political situations.

**Interpersonal:** Demonstrate willingness to allow interpersonal relationships in job situations beyond receiving work instructions.

**Decisive:** Solve problems, make evaluations or reach conclusions based on subjective or objective criteria, such as five senses, knowledge, past experience or quantifiable or factual data.

#### **RELATIONSHIP REQUIREMENTS**

**Data coordinating:** Determine time, place and sequence of operations or action to be taken on the basis of analysis of data; execute determinations and/or reports on events.

**People – Supervising:** Determine or interpret work procedures for a group of workers, assigning specific duties to them, maintaining the harmonious relations among them, and promoting efficiency.

**Things (Equipment/Machinery):** Precision Working. Use body members and/or tools or work aids to work, move, guide or place objects or materials in situations where ultimate responsibility for the arraignment of standards occurs and the selection of appropriate tools, objects or materials, and the adjustment of the tool to the task require exercise of considerable judgement.

**OTHER:**

**Condition of Employment:** Beyond established and prescribed review and evaluation period, this position serves at the will of the Mayor, and is terminable within the bounds prescribed by law and city code.