



CITY OF MATTAWA
COUNCIL MEETING AGENDA
March 21, 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. Workshop

➤ Hwang Subdivision Development Agreement

IV. Consent Agenda/Informational:

- Minutes- Council Meeting 03.07.24
- Gray & Osborne Project Summary 3.13.24
- Liquor License Renewals: Estudillo's Food Store, Tacos La Parilla, La Popular Restaurant
- 2024 Claims EFT & Checks Approval #20338-20362 - \$108,833.57
- 2024 Payroll EFT Approval - \$9,800.00
- Treasurer Report

V. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

VI. Council, Items for Motion (Old Business):

- 1. Planned Growth Committee – Elect Representative**
- 2. Administrative Fee Schedule Review – Councilman Berghout**

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

- 1. Resolution No. 24.03.03 Acceptance of Funding from Ecology for Portage Lift Station Elimination Project & Legal Counsel Opinion.**
- 2. Ordinance No. 24-694 Repealing Chapter 18.12 Critical Areas**
- 3. Grant County PUD Pay Station Agreement – Amendment No. 7**

VIII. Adjournment:



City of Mattawa
Planning Department
521 Government Rd.
Mattawa, WA 99349

Council Meeting Memo

To: Mattawa City Council
CC: Mayor Maria Maggie Celaya
From: Rachelle Bradley, Contract Planner
Date: March 3, 2024
Proceeding Type: New Business
Subject: Hwang Subdivision Development Agreement Workshop

Workshop Items

- Section 8: 3-, 5-, or 7-year vesting period?
 - Any extensions, under what circumstances?
- Section 13 (C.) Sidewalks?
- Section 13(D.) What happens when LOS is not met?

Attachments

- Draft Hwang Development Agreement
- Hwang 03-2023 Subdivision Preliminary Approval

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MATTAWA AND SUN
MIN HWANG AND KYONGMI HWANG
FOR THE SUBDIVISION AND ZONING OF THE HWANG DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this **X day** of March 2024, by and between the City of Mattawa, a Washington State municipality (“City”), Sun Min and Kyongmi Hwang the legal property owners (“Owners”). The City and Owners may each be individually referred to herein as a “Party” or collectively as “the Parties”.

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170);

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1));

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1));

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3);

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1));

WHEREAS, the City approved petition to annex the Property (as defined in Section 3) into the City of Mattawa (the “Annexation”) via Ordinance No. 22-678 on July 21, 2022;

WHEREAS, the City received a preliminary application to subdivide the Property (as defined in Section 3) into 21 lots (the “Subdivision”);

WHEREAS, the following events have occurred in the processing of the Owners’ applications for the Project (as defined in Section 3) located on the Property (as defined in Section 3):

- a) A public hearing on the application for the annexation was held by the Planning Agency on July 7, 2022. The Planning Agency recommended approval of the preliminary, which is subject to the conditions as set forth in Ordinance No. 22-678.
- b) A public hearing on the application for the preliminary subdivision was held by the Mattawa Hearing Examiner on September 5, 2023. The Hearing Examiner issued a final decision of approval, which is subject to the conditions as set forth in the Land Use Hearing Examiner's Final Decision;
- c) A public hearing on the Development Agreement was held by the Planning Agency on **xx-xx-xxxx**. The Planning

Agency **[action]** of the Development Agreement.

- d) After public hearings, SUB 03-2023 (Hwang) Findings & Conditions, and the Hearing Examiner's decision, the City Council authorized the Mayor to sign this Development Agreement with the Owners.

WHEREAS, the City has determined that there are certain impacts as a result of this preliminary subdivision and proposed development;

WHEREAS, the Owners have agreed to take certain actions as a condition of the Preliminary Plat, to mitigate the impacts;

WHEREAS, pursuant to the authority granted by RCW 36.70B.170 through 210, the City and Owners and Developer wish to enter into this Agreement to govern the development, use, and mitigation of certain impacts associated with the development of the Property;

WHEREAS, the Owners voluntarily agree to enter into this Agreement to provide for certain improvements as specified herein, as a condition of the Preliminary Plat.

WHEREAS, the agreement of the Owners to subdivide and develop the Property as set forth in this agreement are material inducements for the City to enter into this agreement and the City would not enter into this Agreement but for such agreement and assurances by the Owners; and

WHEREAS, the Owners are entering into this Agreement to facilitate the annexation, subdivision, and development of the Property, and to provide for mutual agreements related to the planning, development, and use of the Project on the Property.

GENERAL PROVISIONS

Now, in consideration of the above Recitals, the terms, covenants, and conditions contained herein, the Parties agree as follows:

Section 1. Inducements of City Services and Commitments. Based on the Owners' acknowledgment to the City that Owners are the owners of the Property and that the Owners are specifically empowered with appropriate control over the Property to legally enter into this Agreement, the City agrees to provide municipal services, and abide by the commitments hereunder following the date of the Adopting Ordinance.

Section 2. The Project. The Project is the subdivision, development, and use of the Property, consisting of roughly 5.45 acres, more or less. Specifically, permit SUB-03-2023 (Hwang) describe the Project as a subdivision of a single tax parcel, #150049000 within the City of Mattawa Urban Growth Area (UGA).

Section 3. The Property. The Property, as described in Exhibit A, attached hereto and incorporated herein by this reference, is the single tax parcel #1150049000 located within a portion of Section 02, Township 14 North, Range 23 East, W.M., Grant County, WA.

Section 4. Title Evidence and Survey.

- A. As a condition precedent to the execution of this Agreement by the City, the Owners shall provide title evidence, in a form and substance satisfactory to the City, showing the Owners as the Owners of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owners shall provide a Joinder, Consent, and Subordination of all mortgagees to this Agreement prior to the execution of this Agreement by the City.

- B. As a condition of this Agreement by the City, the Developer shall provide a survey of the Property in a form suitable to the City within six (6) months of the Effective Date. Such survey shall be consistent with the legal description of the Property set forth in Exhibit A.

Section 5. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section. Other terms clearly designated in this Agreement shall have the meaning provided in connection with the identification of that term.

- A. "Adopting Ordinance" means the Ordinance which approves this Agreement, as required by RCW 36.70B.200.
- B. "Ordinance(s)" means a piece of legislation acted upon by the City of Mattawa.
- C. "Council" means the duly elected legislative body governing the City of Mattawa.
- D. "Effective Date" means the effective date of the City's Adopting Ordinance of this Agreement.
- E. "Existing Land Use Regulations" means all of the following in effect on the Effective Date: Ordinances adopted by the City of Mattawa in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, SEPA, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, and building standards, including without limitation Titles 14, 15, 16, 17, and 18 of the Mattawa Municipal Code ("MMC"), in existence as of the Effective Date; provided however, that all building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted. To the extent any Existing Land Use Regulation is specifically modified by a provision set forth in this Agreement, the provision of this Agreement shall prevail and consist of the applicable Existing Land Use Regulation. Existing Land Use Regulations do not include non-land use regulations, which include taxes and impact fees.
- F. "Preliminary Plat" means as defined in Chapter 16.09 MMC.
- G. "Final Plat" means as defined in Chapter 16.09 MMC.

Section 6. Exhibits. Exhibits to this Agreement are as follows:

- A. Exhibit A – Legal Description of the Property
- B. Exhibit B – Verification that Owners have full and legal authorization to enter into this Agreement.
- C. Exhibit C – Proposed development phasing and schedule

Section 7. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 8. Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in force for a period of x(x) years. Developer may request up to x (x) x (x) year extensions, which may be granted at the discretion of the City Council. This Agreement shall be void and of no effect if the City shall not annex the Property. The Term of Agreement applies to this Agreement and amendments to this Agreement, including subdivision, and shall under no circumstances exceed seven (7) years unless an extension is granted. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Owners.

Section 9. Zoning. The property is zoned as Residential Multifamily, High-Density (R-2) zoning designation, applying to all 21 lots.

Section 10. Vested Rights of the Developer. Upon the Effective Date and throughout the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, the Developer and the City agree that the development rights, obligations, terms and conditions of the Project specified in this Agreement, are fully vested to the Existing Land Use Regulations.

Section 11. Development Permits. Owners agree to develop the Property as a residential development with primarily single-family residences. One lot will be developed commercially and will be used as a parking lot to primarily serve the residences and secondarily the existing Flea Market. Owners agree to provide a variety of housing types to promote housing affordability. Owners agree to submit applications for the residential development and other development permits for the development of the Property, and to develop the Property within seven (7) years of the final plat.

Permitted Uses, Performance Standards, and Development Standards. Throughout the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservations and dedications of land or payment of fees in lieu of dedication for public purposes, the construction, installation, and extension of public improvements, development guidelines and standards for development of the Project and Property shall be those set forth in the Existing Land Use Regulations, or as expressly provided hereunder:

R-2 Residential Lots (Lots 1-21):

A. This section applies to Lots 1-21 of the Subdivision:

B. Permitted Uses

- i. Single-Family Dwellings
- ii. Two-Family Dwellings (Duplex)
- iii. Middle Housing Types, as defined by RCW 36.70a.030(26)
- iv. Covered Outdoor Patios (Attached Structure)
- v. Fences

C. Accessory Uses

- i. Carport, Garage (Detached Structure)
- ii. Covered Outdoor Patios (Detached Structure)
- iii. Accessory Dwelling Unit

D. Lot Standards

- i. Minimum Lot Size
 1. Standard Lot – 7,000 square feet
 2. Corner Lot – 7,500 square feet
 3. Duplex Lot – 8,000 square feet for Lots 1-4
 4. Duplex Lot – 10,000 square feet for Lots 5-20
- ii. Minimum Lot Depth – 100 feet
- iii. Minimum Lot Width
 1. Standard Lot – 65 feet
 2. Corner Lot – 75 feet
 3. Duplex Lot – 80 feet
- iv. Maximum Building Height – 2 Stories, or 35 feet
- v. Maximum Lot Coverage – 35%
- vi. Yard / Setbacks

1. Front – 20 feet
2. Side – 5 feet
3. Rear – 15 feet

E. Density

- i. Density shall not exceed ten units per acre.

F. Parking

- i. Single-family lots shall have a minimum requirement of two (2) parking spaces per residential unit.
- ii. Duplex lots less than 10,000 square feet shall have a minimum requirement of three (3) parking spaces per unit, totaling six parking spaces per lot.
- iii. Duplex lots equal to or greater than 10,000 square feet shall have a minimum requirement of two (2) parking spaces per residential unit.

G. Road

- i. For purposes of this Agreement, any reference to a “public street” or “public road” shall mean streets dedicated to the City as part of the Project and shall not include private driveways. The road standards for all public roads will be to facilitate the orderly flow of traffic, provide safe pedestrian facilities, and account for city growth. Road standards shall follow a to-and-through connectivity standard and overview of the design shall be submitted to the City prior to approval of the Final Plat; Final Plat approval is conditioned on City approval of the to-and-through connectivity standard proposed by Developer, as approved in the Preliminary Plat. Furthermore, the road standards identified in this Agreement and within the subdivision application shall serve as the approved standards for the Project unless mutually agreed to by the City and the Owners.

Section 13. Improvements. All future improvements within the City’s right-of-way shall be in accordance with the City of Mattawa Developer Standards (current revision) and shall be reviewed by the City Engineer as part of any future permitting process.

A. General

- i. The applicant shall be required to improve Fourth Street to City Standards the full length of the Property.
- ii. The City of Mattawa Public Works Department will conduct an onsite pre-construction conference with the Developer before authorization of construction for each individual phase.
- iii. Portions of the site not proposed for immediate development shall remain undisturbed as much as possible to prevent potential impacts to the air and to preserve/enhance any existing on-site vegetation.

B. Studies

- i. The Washington State Department of Archaeological and Historic Preservation (DAHP) has determined the proposed subdivision to be an area characterized as moderate to high probability of encountering cultural resources. A professional archaeological survey of the project area was conducted. The report meets DAHP's Standards for Cultural Resource Reporting, and no direct archeological supervision is recommended. An Inadvertent

Discovery Plan (IDP) shall be submitted prior to any ground disturbances.

- ii. A Traffic Memo, also referred to as a Trip Generation Letter (“Traffic Memo”) will be required prior to final plat approval to provide information on existing traffic patterns at nearby intersections in addition to a trip generation analysis based on Project definition.
- iii. Owners submitted a Geotechnical Analysis for a neighboring property on March 1, 2024 that satisfies the requirement for a Geotechnical Report.

C. On-Site Improvements

- i. Developer agrees to construct full-width street and utility improvements in accordance with the City’s Developer Standards for all public streets proposed within the Property and on Fourth Street the full length of the property. The City and Developer agree that sewer and water service for the Project will be solely provided by line extensions and no off- site sewer or water improvements, or analysis, are required as a condition of Project approval unless otherwise specified by this Agreement. Temporary easements for temporary access may be required and shall be shown on applicable plat documents if existing.
- ii. Prior to the expiration of this Agreement all improvements required as a condition of any approval are to be fully constructed and or bonded or are to be vested under the most-current development regulations. Prior to the Project being deemed complete, all improvements required as any condition of approval shall be fully constructed, and the release of any bond(s) shall be executed.

D. Level of Service Standard (LOS)

- i. The City and Developer agree that the following Level of Service Standards (LOS) shall govern development of the Property. The Developer must meet the LOS standards as set by the 2023 Comprehensive Plan. Any LOS not meeting the LOS standard shall be mitigated appropriately through typical permitting processes, including up to denial of the building permit:
 1. **Fire.** LOS standard is a 5-minute response time. The Project design shall meet a 5-minute response time to all lots within the Project from the Grant County Fire District #8 fire station located at 20643 Road, 22.5 SW, Mattawa, WA 99349. The Grant County Fire District #8 shall review the development prior to approval of final plat to ensure LOS standards are met.
 2. **Police.** LOS standard is a 2-minute response time and four officers per 2,000 residents. The Project design shall meet a 2-minute response time to all lots within the Project from the Mattawa Police Department headquarters located at 521 Government Road, Mattawa, WA 99349. The City of Mattawa’s Police Department shall review the development prior to approval of final plat to ensure LOS standards are met.
 3. **Parks and Recreation.** LOS standard for parks and recreation is 1.5 acres per 1,000 residents. Per MMC 16.20, The City and Developer agree a dedication of 5% of real property or payment for Fee in Lieu in the amount of 5% of the assessed property value shall be provided for and shall satisfy the LOS standard for Parks and Recreation unless otherwise provided for within this Agreement.
 4. **Water.** LOS standard is 711 gallons per day (gpd) per single-family residential connection, 142 per capita production (gpcd), and 1,500 gpm per two hours fire flow. The City of Mattawa Public Works and Engineering shall review each phase of development prior to individual approval of final plat(s) at effort to ensure

water LOS standards are met.

5. **Streets.** LOS standard is LOS B or better citywide.

E. County Roads

- i. Boundary Avenue Extension is a County Road within the City's Urban Growth Area.
- ii. Permit requirements for ingress and egress connections to Boundary Avenue Extension are conditioned at the discretion of Grant County.
- iii. Improvements to Boundary Ave Extension and connections to city streets will be designed to City of Mattawa Developer Standards (current revision) and Title 15 of the Mattawa Municipal Code.
- iv. Proof of permit issuance from Grant County will be required prior to final plat approval.

Section 14. Non-Conforming Uses. All existing uses and structures on site that do not conform with the current provisions of the Mattawa Municipal Code must be brought into full compliance and conformance with the Code before approval of the final plat.

Section 15. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code and shall not require an amendment to this Agreement.

Section 16. Further Discretionary Actions. Owners acknowledge that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, the review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations

Section 17. Existing Land Use Fees and Impact Fees. All existing uses on site that do not conform with the provisions of the Mattawa Municipal Code must be brought to conformance before approval of the final plat.

- A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time. Such increased land use fees may apply to unpaid permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.
- B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Mattawa Municipal Code.

Section 18. Open Space and Parks Owners will be subject to the dedication of open space and parks subject to Mattawa Municipal Code 16.20, unless pursuing fee in lieu dedication pursuant to Mattawa Municipal Code 16.20.060.

Section 19. Default

- A. With exception to extensions of time by mutual consent in writing, or as otherwise provided by this Agreement, failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the non-defaulting Party alleging such default or breach shall give the other Party not less than thirty (30) consecutive days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During the thirty (30) day notice period, the alleged defaulting Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief, and specific performance. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal, and alternative dispute resolution levels.
- B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the non-defaulting Party may, at its option, institute legal proceedings against the defaulting Party. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Mattawa Municipal Code for violations of this Agreement and the municipal code, in force and effective on the date of this Agreement.

Section 20. Termination. This Agreement shall expire and/or terminate as provided below:

Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

- A. This Agreement shall terminate upon the expiration of the term identified in Section 9 or when the Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any nonresidential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

Section 21. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property, or any portion thereof, shall not affect any of the Developer's obligations to comply with the land use entitlements approved with respect to the Property, or any other conditions of the development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 22. Effects upon Termination on City Obligations. Upon any termination of this Agreement as to the Developer of the Property, or any portion thereof, the approved land use entitlements, conditions of development, or limitations on fees shall be vested. Any land use entitlements and processes not approved prior to termination of this Agreement shall not be vested to any regulations or provisions set forth or contemplated in this Agreement.

Section 23. Assignment and Assumption. Developer or Owners, whichever party is the fee title of the Property, shall have the right to sell, assign, or transfer this Agreement with all its rights, title, and interest therein to any person, firm, or corporation at the time during the term of this Agreement subject to the prior written approval of the City which shall not be unreasonably withheld. Developer or Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action. Any building permit submitted to the City for any individual residential lot shall be deemed sufficient notice for intent to construct and sell.

Section 24. Covenants Running with the Land. The terms, conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties and their successors, assigns, and legal representatives. The Owners, Developer, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 25. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual written consent of all of the Parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, if acting pursuant to a serious threat to public health and safety, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations affecting the Property during the term of this Agreement. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations relating to the Property through the termination date set forth by Section 9, but any application of such amendments to the Project is subject to the terms and limitations set forth in this Agreement.

Section 26. Releases. Developer may release itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 27. Indemnification. The Owners acknowledge that appeals or other actions outside the City's control may occur concerning the Property. The Owners specifically agree to hold the City harmless from any claims, injuries, suits, losses or damages arising out of or in connection with City compliance with any orders or required comprehensive plan changes related to such actions outside the City's control.

Section 28. Notices. Notices, demands, or correspondence to the Parties shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the Parties as designated below. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

A. City Notice Address: City of Mattawa, Attn: Mayor and City Attorney, 521 Government Road,
Mattawa, WA 99349

B. Owners Notice Address: Sun Ming and Kyongmi Hwang, 19107 4th St SW, Mattawa, WA 99349

Section 29. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in Grant County Superior Court or the U.S. District Court for the Eastern Washington.

Section 30. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Owners. In such event, Developer and/or Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 32. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to

be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 33. Integration. This Agreement and its exhibits contain all terms of the Agreement between the Parties. No other writings, communication, or representations are part of this Agreement unless as otherwise expressed herein.

DRAFT

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNERS

CITY OF MATTAWA

By _____
Sun Ming Hwang

By _____
Maria Maggie Celaya, Mayor

OWNERS

By: _____
Kyongmi Hwang

ATTEST:

By _____ Anabel
Martinez, City Clerk

APPROVED AS TO FORM:

By _____

Katherine L. Kenison, City Attorney

DRAFT

**** Dog issues-** Harlow said that every morning the children are getting chased by a few dogs and hopes that someday a child does not get bitten or anything worse happens. He says this is a school and city issue since the dogs are coming from the city into the schools. Right now, any dogs that show up at the school are getting placed back into the city, but the problem is that they go back. Cindy Carter mentioned dogs running at large is a county-wide issue/problem. Harlow said they are ready to come up with a solution. Councilman Acosta said that a possible solution can be euthanizing dogs, nobody wants to talk about this, he says. Councilwoman Hernandez says that we need to teach parents to be responsible dog owners because the dogs are following the children from their home to the school.

**** Harlow ended with congratulating Interim chief Alez Zesati, and he is excited for what he is doing.**

IV. Consent Agenda/Information

- Minutes- Council Meeting 02.15.24
- SCJ Alliance Monthly Update 03.07.24
- Gray & Osborne Project Summary 02/28/24
- Parks, Recreation, & 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

**** Approval of Claims, Prepaid Claims and Payroll Vouchers audited and certified by the City Clerk as required by RCW 42.24.080, and those expense reimbursement claims, certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the Council for approval and is retained for public inspection at city hall.**

**** As of March 7th, 2024, the Council approved payment of 2024 Claims EFT & Checks approval #20312-20337 in the amount of \$109,220.31, 2024 Payroll EFT & Checks approval in the amount of \$104,442.76.**

**** M/s; Acosta / Lopez motion that bill, checks, payroll, 02.15.24 meeting minutes be approved. Motion carried.**

V. Reports:

Mayor's Report

**** Mayor Celaya reported that the Port of Mattawa will be making a change of use for the event center. City planner recommended providing lighting, to notify police department of events and to provide private security.**

** We will be meeting with superintendent Harlow on sending additional reminders to families on keeping their dogs within property.

** Apoyo food distributions are the 4th Friday of the month, there is currently a list of senior residents that are unable to pickup a box at the facility. For Cascadia food Distributions, Councilman Heredia volunteered to offer his forklift to use during the event.

Council Report

** Councilwoman Lopez & Hernandez met with school staff and dropped off Youth Liaison applications. Councilwoman Hernandez also dropped off applications at the city Library.

Police Department Report

** John McPherson, school security, gave a PowerPoint presentation on security update.

He reported that there are changes in directing traffic on Boundary Avenue since there are multiple kids crossings. Boundary Ave. has new traffic flow plans in place with barricades installed. Saddle Mountain traffic flow plans include new signage on both sides of campus. There is a 10-minute bell change at the end of school to reduce after-school fights. This reduced the number of kids staying after school and fights. Conduct monthly safety committee meetings.

** Mr. McPhearson said that short-term goals are to focus on the prevention of drugs and vaping and an evacuation coordination. Long-term goals are to continue drug prevention and to continue coordinating evacuations.

** Chief Zesati gave a PP presentation on SRO. He provided activity logs for service reports both as SRO at school and city calls. He said this year at the school has been a lot safer than last year. There was one dangerous weapon call which was a butterfly knife.

** Short term goals are the development of reunification plan. Long-term goals are the tabletop drill with school district on reunification and response as well as drug education to kids.

Public Works Department Report

** WWTF Fire Rebuilt – Window installed in UV room.

** Sewer projects – Portage Lift Station Elimination project & WWTF Improvements ongoing project until possibly next year. Both projects are funded by Ecology in grant/loan.

** Water projects in 2024 are Well No. 2 & Well No. #5 are pending funding.

** Spring clean-up is May 17 & 18th. Same fees as last year's fall clean up.

** Installed delineators at the park.

** Purchased Park equipment with RCO grant.

** Removed graffiti on stop signs and around city.

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
WWTF Improvement loan with Ecology will fund this.
M/s; Acosta / Berghout motion to approve this amendment. Motion carried.**
- 2. Ordinance 24-692 Amending Ch. 6.04 Dog & Animal Control
M/s; Berghout / Barajas motion to approve with modification of 3-day under 6.040.080
running at large max violation. Motion carried.**
- 3. Ordinance 24-693 Amending Ch. 6.14 Dangerous Dogs
M/s; Heredia / Lopez motion to approve this ordinance. Motion carried.**
- 4. Planned Growth Committee – Elect Representative
Table for next meeting**
- 5. Paul Lauzier Grant Park Equipment Purchase
M/s; Berghout / Acosta motion to approve this purchase. Motion carried.**
- 6. RCO Grant Procurement
M/s; Barajas / Hwang motion to approve this purchase. Motion carried.**
- 7. Chief of Police Job Description Update
Councilman Acosta does not agree with the chief position availability to be 24 hours a
day.
M/s; Heredia / Berghout motion to approve update. Opposed, Acosta. Motion carried.**

VIII. Executive Session: RCW 42.30.110 (1III) Litigation or legal risks.

**** Session started at 7:55 pm for 10 minutes.**

**** No decision.**

**** Session closed at 8:05 pm.**

IX. Adjournment:

The council meeting was adjourned at 8:06 P.M. M/s; Berghout / Barajas. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (3/13/24)

Development Projects

Hwang Subdivision – Mike Meskimen, Julio Renteria

Project Number: 21845.05

Funded: Developer Contributions

- Preliminary subdivision approval granted
- Future development agreement required
- No active review requirements
- **Completed review of construction drawings**

Bodrero Development – Mike Meskimen, Jamin Ankney

Project Number: 21845.07

Funded: Developer Contributions

- Preliminary subdivision review period complete
- **Completed review of construction drawings**

WGL Mattawa Slope Phase III – Mike Meskimen, Jamin Ankney

Project Number: 21845.12

Funded: Developer Contributions

- **Progress has started on the Phase III of this project**
- **G&O reviewed building permit documents and provided comments**

Lopez Subdivision – Jamin Ankney, Mike Meskimen

Project Number: 21845.15

Funded: Developer Contributions

- **G&O reviewed subdivision and provided comments.**

Transportation Projects

Government Road Multi-Use Pathway – Julio Renteria, Mike Meskimen, Russ Powers (funding)

Project Number: 21815

Funded: CDBG/City Funds (Developer Contributions)

- 10-foot-wide path from Steven Street to Mansion.
- **Construction closeout ongoing**
- **Total Budget: \$715,000**

Riverview Avenue Improvements

Project Number: 23844

Project Completion: TBD

Funded: TIB

- Design completed

- Bid received was significantly over the City's budget
- Considering options for the project
- Possibility to pursue additional funding
- The City and G&O are preparing to rebid the project with some changes
- **Total Budget: \$100,000**

TIB Applications – Mike Meskimen, Julio Renteria, Michael Woodkey

Project Number: OH230.42

- Applications were due August 11, 2023
- **Funding was not awarded.**
- **City will likely receive a different TIB funding offer in the next year.**

Government Road Feasibility Study Update – Mike Meskimen, Julio Renteria, Michael Woodkey

- Cost ranges for update provided by G&O
- City to determine next steps desired
- City may budget this effort for next year

Water System Projects

Well 2 – Re-equipping Design –Jamin Ankney, Jared McMeen

Project Number 22867

Project Completion: June 2024

Funded: City Water Fund

- **Design will be ongoing throughout the winter and spring**
- **Additional design discussion completed with City staff**
- **City staff has provided feedback on preliminary layout**
- **Survey will be completed on 3/14**
- **Total Budget: \$266,237**

Water System Capacity Analysis – Jamin Ankney, Jared McMeen

Project Number: 24816

Project Completion: April 2024

Funded: City Water Fund

- **Scope of work approved by council on 2/15**
- **Consumption and production data for 2023 has been compiled**
- **A draft being reviewed and close to complete**
- **Total Budget \$21,000**

Re-equipping Well 2 Construction/Well 5/Pressure Zone Improvements – Jamin Ankney, Jared McMeen, Russ Powers (funding)

- Applied for Congressional Funding Application – **May receive funding**
- Applied for Legislative Appropriation – **Did not receive funding**
- Applied to CDBG – **Did not receive funding**

- Applied to PWB – **Received funding**
- Applied to DWSRF – **Received funding – terms still TBD.**
- **Added SCADA upgrades to funding application to DWSRF**
- **Total Budget: \$7,200,000**

Future/Pending Water System Projects

Water Rights – Aspect Consulting, Jamin Ankney

- **Total Budget: Not an active project**

Reservoir Project – Jamin Ankney, Myron Basden

- Coating Project
- Reservoir No. 1 – No need to evaluate until 2029.
- Reservoir No. 2 – Need to evaluate in 2025 for potential coating project.
- **Total Budget: Not an active project**

SCADA – Jamin Ankney, Brad Bailey (Conley Engineering)

- **Total Budget: Not an active project**
- City has had recent issues with the SCADA system and is working with Connetix to address the issues.
- Based on results of troubleshooting, a SCADA upgrade may be required in the future.
- Connetix provided a cost estimate for improvements for use in procuring future funding
- Upgrades are estimated to cost around \$220,000.

Wastewater System Projects

WWTF Fire Assistance – Nancy Wetch, Russ Powers

Project Number: 20827

Project Completion: November 2023

Funded: Insurance Reimbursement/City Funds (Ecology Emergency Funding)

- Phase 1 – Blower Procurement
- Phase 2 – Building Restoration
- Phase 3 – Equipment Installation
- **Total Budget: The total cost of the fire response, cleanup, design, construction, etc., is not completely known at this time as costs are still being assembled and approved by the insurance company.**

Initial Emergency Response (G&O does not have total cost)

Engineering: \$414,840 (insurance will reimburse)

Phase I: \$93,505.84 (insurance will reimburse)

Phase II: \$320,864 (insurance will reimburse)

Phase III: \$1,189,148 (working on insurance reimbursement, City will be responsible for some costs – TBD)

- City has all costs in hand and can proceed with closeout
- The City will still need to pay the retainage to Apollo, but can request this from the insurance now
- A warranty item (closer) remain for Apollo to complete
- Apollo produced invoices for use by the City with the insurance company

WWTF Improvements Construction – Tim DeVries, Nancy Wetch, Jamin Ankney

Project Number: 19044.01

Project Completion: 2024 (for construction completion)

Funded: Ecology Water Quality Funding

- Construction is ongoing – project is going well
- Current schedule appear to extend beyond the allowed construction days – working to obtain updated schedule
- Ecology has indicated that they will approve the facility plan amendment for the control panel installation
- The next step is to added this work to the Ecology funding agreement
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Analysis – Nancy Wetch, Arn Coombs

Project Number: 23813

Project Completion: March 2024

- This work is currently ongoing
- Draft was sent to the City for review on 3/6
- Pending City comments, a presentation to council is planned for April
- **Total Budget \$24,200**

Portage Avenue Lift Station Elimination – Jamin Ankney, Justin Wies

Project Number: 24817

Project Completion: 2025

Funded: Ecology Grant/Loan

- Kickoff meeting with Ecology completed
- City has a few items to complete and then Ecology can finalize the funding agreement.
- Scope of work for design engineering was approved by council
- **Total Budget \$207,500**

Other Projects

Construction Standards Update – Jamin Ankney, Jared McMeen

Project Number: 23826

Project Completion: December 2023

Funded: City Funds

- Council adopted the updated standards
- G&O compiling an updated pdf of the standards
- **Total Budget \$3,000**

Park Planning – SCJ, Russ Powers, Jamin Ankney, Justin Wies

- City has received funding from RCO.
- Needs to be in City's Comprehensive Plan (SCJ Discussions)
- Currently completing contracting with RCO
- Combined project for SCJ + G&O
- **SCJ has started work on this project.**
- **COAF funding discussion**
- **Total Budget \$60,000**

Basketball Courts – Julio Renteria

Project Number 22861

Project Completion: TBD

Funded: Foundation Grant

- Bids received exceed funding
- **City reduced the scope and obtained additional quotes**
- **The City and G&O are preparing to rebid the sidewalk portion of the work**
- **Total Budget \$125,000**

City Hall Feasibility Analysis – Jamin Ankney, Myron Basden

Project Number 23856

Project Completion: November 2023

Funded: City

- Electrical review was completed Monday, September 18
- Structural/HVAC review was completed Monday, October 2
- Memo report was submitted today for staff and council review prior to the November 2 council meeting.
- The 60-day due diligence period ended on November 14
- **City could consider funding options for the selected alternative.**
- **City may consider proceeding with conceptual design to aid in future funding efforts.**
- **Total Budget \$27,700**

Next Meeting – March 27, 2024, 3:30 pm

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MATTAWA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . ESTUDILLO, INC.	ESTUDILLO'S FOOD STORE 402 GOVERNMENT WAY MATTAWA WA 99349 0000	366886	GROCERY STORE - BEER/WINE
2 . CORRALES, SAUL SOTO	TACOS LA PARRILLA 417 GOVERNMENT WY MATTAWA WA 99349 0953	403657	SPIRITS/BR/WN REST LOUNGE +
3 . LA POPULAR MEXICAN RESTAURANT	LA POPULAR MEXICAN RESTAURANT Y PANADERIA 405 GOVERNMENT RD MATTAWA WA 99349 5118	434544	BEER/WINE REST - BEER

ACCOUNTS PAYABLE

City Of Mattawa

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17042	03/21/2024	03/21/2024	3692	AM CONSTRUCTION SUPPLY INC	349.98	Parts/Supplies
	534 10 35 00	Small Tools & Equipment	401 000 534	Water Operatin	349.98	Asphalt Blade (Valve Repair)
17041	03/21/2024	03/21/2024	3627	ANATEX LABS INC-SPOKANE	660.00	RC Samples
	534 10 41 02	Chemical Samples	401 000 534	Water Operatin	240.00	DW RC Samples
	535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	60.00	WWTF RC Samples
	535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	60.00	WWTF RC Samples
	535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	300.00	WWTF RC Samples
17006	03/21/2024	03/21/2024	2796	BAER TESTING, INC	500.00	Refund Hydrant Meter Deposit
	389 10 04 01	Hydrant Deposits	401 000 380	Water Operatin	-500.00	Refund Hydrant Meter Deposit
17040	03/21/2024	03/21/2024	1546	CALLAHAN MFG., INC.	420.26	Parts & Labor
	534 10 48 02	Vehicle Repair & Maintena	401 000 548	Water Operatin	420.26	Trailer Repair- Gate & Hinge
17029	03/21/2024	03/21/2024	2191	CITY OF MATTAWA	689.45	LID Payment 2024 Lots 1-26 BLK 14
	518 18 47 00	ULID Principal	001 000 518	Current Expens	531.00	LID Payment 2024 Lots 1-26 BLK 14
	518 18 47 01	ULID Interest	001 000 518	Current Expens	158.45	LID Payment 2024 Lots 1-26 BLK 14
17028	03/21/2024	03/21/2024	108	CONSOLIDATED DISPOSAL	22,530.60	Waste Services Feb. 2024
	537 10 33 00	Consolidated Disposal	420 000 537	Solid Waste Fu	22,530.60	Waste Services Feb. 2024
17026	03/21/2024	03/21/2024	3527	GLOBAL EQUIPMENT COMPANY	12,325.36	Park Equipment (RCO Grant)
	594 76 63 01	2022 Paul Lauzier Grant - E	001 000 594	Current Expens	12,325.36	Picnic Tables
17027	03/21/2024	03/21/2024	3527	GLOBAL EQUIPMENT COMPANY	1,416.25	Park Equipment (RCO Grant)
	594 76 35 00	RCO Grant - Park Suplies/E	001 000 594	Current Expens	1,416.25	Outdoor Drinking Fountain, Water Filter
17045	03/21/2024	03/21/2024	225	GRANT COUNTY PUBLIC WORKS	2,443.54	290 Tons Of Crushing Surfacing Base Course (BB Court Paul L.)
	594 76 63 01	2022 Paul Lauzier Grant - E	001 000 594	Current Expens	2,443.54	290 Tons Of Crushing Surfacing Base Course
17039	03/21/2024	03/21/2024	1698	GRANT COUNTY PUD	1,917.54	Power Billing Feb. 2024
	542 63 47 00	Street Lighting	101 000 542	Street Fund	1,741.56	Street Lights
	576 80 47 00	Park Utilities	001 000 576	Current Expens	175.98	Park Lights
17017	03/21/2024	03/21/2024	1734	GRAY & OSBORNE INC	1,967.42	Hwang Subdivision Professional Services Jan. 28th- Feb. 24, 2024

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518 30 49 01	Engineering Services		001 000 518 Current Expens	1,967.42	Hwang Subdivision Professional Services Jan. 28th- Feb. 24, 2024
17018	03/21/2024	03/21/2024	1734	3,934.85	GRAY & OSBORNE INC Bodrero Development Professional Services Jan. 28th- Feb. 24, 2024
518 30 49 01	Engineering Services		001 000 518 Current Expens	3,934.85	Bodrero Development Professional Services Jan. 28th- Feb. 24, 2024
17019	03/21/2024	03/21/2024	1734	42.70	GRAY & OSBORNE INC Construction Standards Update Professional Services Jan. 28th- Feb. 24, 2024
534 10 41 03	Engineering Services		401 000 534 Water Operatin	42.70	Construction Standards Update Professional Services Jan. 28th- Feb. 24, 2024
17020	03/21/2024	03/21/2024	1734	1,105.50	GRAY & OSBORNE INC Electrical Support Water/Sewer System Professional Services Jan. 28th- Feb. 24, 2024
534 10 41 03	Engineering Services		401 000 534 Water Operatin	558.00	Electrical Support Water/Sewer System Professional Services Jan. 28th- Feb. 24, 2024
535 10 41 01	Engineering Services		405 000 535 Sewer Operatin	547.50	Electrical Support Water/Sewer System Professional Services Jan. 28th- Feb. 24, 2024
17021	03/21/2024	03/21/2024	1734	29,392.20	GRAY & OSBORNE INC WWTF Improvement CA Professional Services Jan. 28th- Feb. 24, 2024
594 35 41 00	WWTF Improvements Proj		412 000 594 Sewer Capital I	29,392.20	WWTF Improvement CA Professional Services Jan. 28th- Feb. 24, 2024
17022	03/21/2024	03/21/2024	1734	12,528.44	GRAY & OSBORNE INC Well 2 Rehabilitation And Re-Equipping Professional Services Jan. 28th- Feb. 24, 2024
594 34 63 03	Well #2 Rehabilitation & R		401 000 594 Water Operatin	12,528.44	Well 2 Rehabilitation And Re-Equipping Professional Services Jan. 28th- Feb. 24, 2024
17023	03/21/2024	03/21/2024	1734	3,005.24	GRAY & OSBORNE INC Sewer System Improvement Design Professional Services Jan. 28th- Feb. 24, 2024
594 35 63 01	Lift Station Upgrade		412 000 594 Sewer Capital I	3,005.24	Sewer System Improvement Design Professional Services Jan. 28th- Feb. 24, 2024
17024	03/21/2024	03/21/2024	1734	171.08	GRAY & OSBORNE INC Water System Capacity Analysis Professional Services Jan. 28th- Feb. 24, 2024

ACCOUNTS PAYABLE

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534 10 41 08	Water System Capacity Ana		401 000 534 Water Operatin;	171.08	Water System Capacity Analysis Professional Services Jan. 28th- Feb. 24, 2024
17048	03/21/2024	03/21/2024	286	5,620.00	Legal Fees February 2024
515 41 41 00	Legal Fees		001 000 515 Current Expens	5,620.00	Legal Fees February 2024
17044	03/21/2024	03/21/2024	3151	353.61	Well No 3 Meter Installs Parts & Labor
534 10 41 05	Professional Services		401 000 534 Water Operatin;	353.61	Well No 3 Meter Installs Parts & Labor
17046	03/21/2024	03/21/2024	1193	679.12	Parts/Supplies
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	24.93	Pipe Hand Saw
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	21.67	Chisel For Hydrant Meter
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin;	101.89	Ball Valve
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin;	10.29	PVC Coupling
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin;	181.89	Concrete
542 30 35 00	Street Signs		101 000 542 Street Fund	181.88	Concrete
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	134.37	Paint
554 30 31 00	Animal Control / Supplies		001 000 554 Current Expens	7.57	Galv Nipple
554 30 31 00	Animal Control / Supplies		001 000 554 Current Expens	1.63	Deg Elbow
576 80 48 00	Park Maintenance		001 000 576 Current Expens	13.00	Covers
17037	03/21/2024	03/21/2024	625	26.67	Cylinder Rental
534 10 47 01	Utilities		401 000 534 Water Operatin;	26.67	Cylinder Rental
17032	03/21/2024	03/21/2024	2798	239.62	Monthly Ink Usage Jan. 2024
518 70 45 01	Copier Lease		001 000 518 Current Expens	59.91	Monthly Ink Usage Jan. 2024
521 20 31 00	Office Supplies		001 000 521 Current Expens	59.91	Monthly Ink Usage Jan. 2024
534 10 45 01	Copier Lease		401 000 534 Water Operatin;	59.91	Monthly Ink Usage Jan. 2024
535 10 45 01	Copier Lease		405 000 535 Sewer Operatin	59.89	Monthly Ink Usage Jan. 2024
17030	03/21/2024	03/21/2024	2729	246.80	Postage Machine Lease March 28th- June 27, 2024
591 14 70 01	Copier Machine Lease - Clc		001 000 591 Current Expens	49.36	Postage Machine Lease March 28th- June 27, 2024
591 21 70 03	Copier Machine Lease - PD		001 000 591 Current Expens	49.36	Postage Machine Lease March 28th- June 27, 2024
591 34 70 00	Postage Machine Lease - P'		401 000 591 Water Operatin;	49.36	Postage Machine Lease March 28th- June 27, 2024
591 35 70 02	Copier Machie Lease - PW		405 000 591 Sewer Operatin	49.36	Postage Machine Lease March 28th- June 27, 2024
591 37 70 01	Copier Machine Lease - PW		420 000 591 Solid Waste Fu	49.36	Postage Machine Lease March 28th- June 27, 2024
17036	03/21/2024	03/21/2024	1247	291.85	Parts/ Supplies
			RIO'S AUTO AG SUPPLY		

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521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	168.54	Oil Filter/brake Cleaner
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	14.93	Air/Oil
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	24.46	Antifrz
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	39.89	Oil
542 30 35 01	Small Tools & Equipment		101 000 542 Street Fund	44.03	Spark Plug/Spray Cleaner
17033	03/21/2024	03/21/2024	1979 THE BUILDING DEPARTMENT LLC	2,171.41	Building Permit And Rental/Fire Inspections Fees
524 20 41 00	Rental/Fire Inspection Cost		001 000 524 Current Expens	2,080.00	Rental/Fire Inspections Fees
558 50 41 00	Building Permit & Plan Rev		001 000 558 Current Expens	91.41	Building Permit Fees
17047	03/21/2024	03/21/2024	2140 THINK TANK SANITATION INC.	340.00	Portable Restrooms
576 80 47 00	Park Utilities		001 000 576 Current Expens	340.00	Portable Restrooms
17034	03/21/2024	03/21/2024	554 U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Feb. 2024
514 23 41 01	Banking And Visa/Merchar		001 000 514 Current Expens	26.00	Bank Fees Feb. 2024
17025	03/21/2024	03/21/2024	2986 ULINE	2,928.29	PW- Delineator Paint
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	464.00	PW- Delineator Paint
535 10 48 04	System Repairs / Maintenar		405 000 535 Sewer Operatin	464.00	PW- Delineator Paint
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	700.00	PW- Delineator Paint
576 80 48 00	Park Maintenance		001 000 576 Current Expens	1,300.29	PW- Delineator Paint
17035	03/21/2024	03/21/2024	274 UNITED STATES POSTAL SERVICES	320.00	Annual First Class Permti Fee 2024
534 10 30 02	Postage		401 000 534 Water Operatin	103.33	Annual First Class Permti Fee 2024
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	103.33	Annual First Class Permti Fee 2024
537 10 31 01	Postage		420 000 537 Solid Waste Fu	113.34	Annual First Class Permti Fee 2024
17031	03/21/2024	03/21/2024	613 UTILITIES UNDERGROUND	6.60	Excavation Notification (5)
534 10 47 01	Utilities		401 000 534 Water Operatin	6.60	Excavation Notification (5)
17038	03/21/2024	03/21/2024	2957 WASTE MANAGEMENT	144.19	WWTP Garbage Disposal
535 10 47 00	Utilities		405 000 535 Sewer Operatin	144.19	WWTP Garbage Disposal
17043	03/21/2024	03/21/2024	498 WINDFLOW FERTILIZER INC	39.00	Park Soil Sample
576 80 48 02	Weed Control		001 000 576 Current Expens	39.00	Park Soil Sample

Report Total:

108,833.57

Fund

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			001 Current Expense Fund	32,938.11	
			101 Street Fund	2,801.84	
			401 Water Operating Fund	16,214.61	
			405 Sewer Operating Fund	1,788.27	
			412 Sewer Capital Improvement	32,397.44	
			420 Solid Waste Fund	22,693.30	

This report has been reviewed by:

Anabel Martinez

3/18/24

REMARKS:

Anabel Martinez - City Clerk

Date

TREASURER'S REPORT

Fund Totals

City Of Mattawa

Time: 09:47:54 Date: 03/14/2024

12/01/2023 To: 12/31/2023

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 Current Expense Fund	1,117,797.01	122,901.55	178,939.17	1,061,759.39	71,287.69	55,581.14	-144.30	1,188,483.92
101 Street Fund	457,612.93	5,196.57	19,371.67	443,437.83	16,268.47	1,256.82	0.00	460,963.12
102 Police Vehicle Fund	-69,552.29	102,826.00	3,269.63	30,004.08	0.00	0.00	0.00	30,004.08
103 Multimodal Transportation Fund	86,105.35	2,152.24		88,257.59	0.00	0.00	0.00	88,257.59
106 LFRF Fund	1,204,067.97	0.00	926,883.00	277,184.97	0.00	0.00	0.00	277,184.97
107 Public Safety Tax Fund	54,101.77	35,503.43	8,262.42	81,342.78	2,033.05	0.00	0.00	83,375.83
140 Transportation Benefit Fund	350,570.93	8,706.91		359,277.84	0.00	0.00	0.00	359,277.84
350 Capital Improvement Fund	154,879.10	1,482.58	8,069.27	148,292.41	0.00	0.00	0.00	148,292.41
401 Water Operating Fund	595,431.00	478,764.98	71,395.79	1,002,800.19	11,386.97	7,958.00	-1,062.48	1,021,082.68
402 Water Bond Debt Fund	42,597.11	0.00	5,159.76	37,437.35	0.00	0.00	0.00	37,437.35
403 Customer Deposit Fund	1,600.00	0.00	100.00	1,500.00	325.70	0.00	0.00	1,825.70
404 Water Bond Reserve Fund	79,333.63	0.00		79,333.63	0.00	0.00	0.00	79,333.63
405 Sewer Operating Fund	-154,833.97	466,439.02	107,557.04	204,048.01	59,300.04	8,145.90	-2,593.62	268,900.33
406 Sewer Debt Fund	417,568.47	331.80	5,016.31	412,883.96	1,103.66	0.00	0.00	413,987.62
407 Water Emergency Fund	62,625.90	19.77		62,645.67	0.00	0.00	0.00	62,645.67
408 Sewer Emergency Fund	21,312.06	6.73		21,318.79	0.00	0.00	0.00	21,318.79
410 Sewer Reserve Fund	83,987.40	26.51		84,013.91	0.00	0.00	0.00	84,013.91
411 Water Capital Improvement	465,122.77	146.81	4,034.64	461,234.94	0.00	0.00	0.00	461,234.94
412 Sewer Capital Improvement	-113,984.38	0.00	291,997.10	-405,981.48	32,947.12	0.00	0.00	-373,034.36
413 Water Deposits	11,977.47	0.00		11,977.47	0.00	0.00	0.00	11,977.47
414 Sewer Deposits	11,677.46	0.00		11,677.46	0.00	0.00	0.00	11,677.46
420 Solid Waste Fund	140,396.24	33,480.70	60,261.07	113,615.87	22,861.08	1,605.18	-2,826.26	135,255.87
460 Water System Construction	73,796.49	0.00		73,796.49	0.00	0.00	0.00	73,796.49
639 Custodial Fund	414.00	0.00		414.00	0.00	0.00	0.00	414.00
	5,094,604.42	1,257,985.60	1,690,316.87	4,662,273.15	217,513.78	74,547.04	-6,626.66	4,947,707.31

(A)

(D)

(C)

(B)



TREASURER'S REPORT

Account Totals

City Of Mattawa

Time: 09:47:54 Date: 03/14/2024

12/01/2023 To: 12/31/2023

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Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	2,120,764.28	301,115.91	734,579.47	1,687,300.72	-5,801.02	292,060.82	1,973,560.52
2 Petty Cash - PUD	300.00	0.00	0.00	300.00	0.00	0.00	300.00
3 Petty Cash - TOM	400.00	0.00	0.00	400.00	0.00	0.00	400.00
5 LGIP	254,226.38	1,172.29	0.00	255,398.67	0.00	0.00	255,398.67
6 US Bond 3.6 Yr.	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
7 US Bond 4 Yr.	1,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
8 US Bond 2.6 Yr.	717,566.13	0.00	0.00	717,566.13	0.00	0.00	717,566.13
9 Xpress EFT	1,347.63	27,167.05	27,207.05	1,307.63	-825.64	0.00	481.99
Total Cash:	5,094,604.42	329,455.25	761,786.52	4,662,273.15	-6,626.66	292,060.82	4,947,707.31
	5,094,604.42	329,455.25	761,786.52	4,662,273.15	-6,626.66	292,060.82	4,947,707.31

(A)

(B)

TREASURER'S REPORT

Outstanding Vouchers

12/01/2023 To: 12/31/2023

City Of Mattawa

As Of: 12/31/2023 Date: 03/14/2024

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2023	3795	12/28/2023	Tr Rec	1		ANTUNEZ, ABEL & MARICELA	100.00	Rental Inspections 2024
2023	3818	12/28/2023	Util Pay	1		XPRESS BILL PAY	734.19	Xpress Import - CC - 12-28-2023__daily_batch(1).c
2023	3819	12/29/2023	Util Pay	1		BATCH UTILITY CUSTOMER	1,458.70	
2023	3820	12/29/2023	Tr Rec	1		MISC/FAX/NOTARY/ETC	10.00	
2023	3821	12/29/2023	Tr Rec	1		MISC/FAX/NOTARY/ETC	3.00	
2023	3822	12/29/2023	Util Pay	1		BATCH UTILITY CUSTOMER	372.53	
2023	3823	12/29/2023	Util Pay	1		BATCH UTILITY CUSTOMER	722.99	
2023	3824	12/29/2023	Tr Rec	1		MISC/FAX/NOTARY/ETC	11.30	
2023	3825	12/29/2023	Tr Rec	1		MISC/FAX/NOTARY/ETC	20.00	
2023	3827	12/29/2023	Util Pay	1		XPRESS BILL PAY	2,106.81	Xpress Import - CC - 12-29-2023__daily_batch.csv
2023	3829	12/31/2023	Util Pay	1		XPRESS BILL PAY	261.50	Xpress Import - CC - 12-31-2023__daily_batch.csv
Receipts Outstanding:							5,801.02	
2023	3835	12/31/2023	Payroll	1	EFT	ESD - LTC	1,344.97	Pay Cycle(s) 10/01/2023 To 12/31/2023 - WA Long Term Care
2023	3836	12/31/2023	Payroll	1	EFT	ESD - PFML	1,349.79	Pay Cycle(s) 10/01/2023 To 12/31/2023 - PFML
2023	3834	12/31/2023	Payroll	1	EFT	COLUMBIA BANK 1117 MATTAWA	22,426.40	941 Deposit for Pay Cycle(s) 12/01/2023 - 12/31/2023
2023	3833	12/31/2023	Payroll	1	EFT	AWC EMPLOYEE BENEFIT TRUST	8,648.58	Pay Cycle(s) 12/01/2023 To 12/31/2023 - AWC Employee Benefit Trust
2023	3842	12/31/2023	Claims	1	EFT	CENTURY LINK	194.94	WWTF SCADA; Lift Station
2023	3837	12/31/2023	Payroll	1	EFT	WA STATE DEPT OF LABOR & INDUSTRIES	10,538.27	4TH Quarter L&I: 10/01/2023 - 12/31/2023
2023	3839	12/31/2023	Payroll	1	EFT	WA STATE EMPLOYMENT SECURITY	501.00	4th Quarter Unemployment: 10/01/2023 - 12/31/2023
2023	3841	12/31/2023	Payroll	1	EFT	WASHINGTON TEAMSTERS WELFARE TRUST	13,977.60	Pay Cycle(s) 12/01/2023 To 12/31/2023 - Teamsters Medical
2023	3832	12/31/2023	Payroll	1	EFT	AFLAC	571.19	Pay Cycle(s) 12/01/2023 To 12/31/2023 - AFLAC PRE TAX; Pay Cycle(s) 12/01/2023 To 12/31/2023 - AFLAC
2023	3840	12/31/2023	Payroll	1	EFT	WA STATE SUPPORT REGISTRY	508.88	Pay Cycle(s) 12/01/2023 To 12/31/2023 - Child Support
2023	3843	12/31/2023	Claims	1	EFT	FIRST BANKCARD	8,791.27	Credit Card Expenses- MPD; Credit Card Expenses Clerks; Credit Card Expenses-PW
2023	3844	12/31/2023	Claims	1	EFT	U.S CELLULAR	511.08	PW & Clerks/Mayor Cell Phone Services
2023	3838	12/31/2023	Payroll	1	EFT	WA STATE DEPT. OF RETIREMENT	12,722.93	Pay Cycle(s) 12/01/2023 To 12/31/2023 - PERS 2; Pay Cycle(s) 12/01/2023 To 12/31/2023 - LEOFF 2

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

12/01/2023 To: 12/31/2023

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2019	2585	09/05/2019	Claims	1	17351	MAYBELINE PANTALEON	46.88	Reimb. On Fuel /Meal During Interview W/ DEA In Spokane, WA
2020	1766	05/07/2020	Claims	1	17808	STRIPE RITE INC.	2,848.04	PW- Parts/Supplies
2020	1769	05/07/2020	Claims	1	17811	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fee March '20
2020	2166	06/04/2020	Claims	1	17854	JUAN CARLOS LEDEZMA	25.00	Reimbursement Pesticide Field Test
2020	3039	08/06/2020	Claims	1	17967	Martin Rojas - Lopez	5.20	Refund Utility Deposit
2020	3425	09/03/2020	Claims	1	18021	Irma Ponce Garcia	5.30	Refund Utility Deposit
2020	4875	12/17/2020	Claims	1	18259	YESSICA CRUZ GARCIA	15.20	Refund Utility Deposit
2021	597	02/04/2021	Claims	1	18361	JONATHAN HERNANDEZ NUNEZ	100.00	Refund Utility Deposit
2023	1335	05/04/2023	Claims	1	19803	LAUREANO BARAJAS	100.00	Refund Utility Deposit
2023	3344	11/16/2023	Claims	1	20128	ACTION TARGET LAW ENFORCEMENT TARGETS INC	511.18	MPD-Supplies
2023	3353	11/16/2023	Claims	1	20137	RWC GROUP	1,464.14	PW- Maintance On Jetter Truck; PW- Maintance On Jetter Truck
2023	3363	11/16/2023	Claims	1	20147	WINDFLOW FERTILIZER INC	114.50	PW-Park Spray
2023	3586	12/07/2023	Claims	1	20165	GEREMIAS MATEO FRANCISCO	100.00	Refund Utility Deposit
2023	3710	12/21/2023	Claims	1	20179	ANATEX LABS INC-SPOKANE	228.00	DW Nov. RC Sampler
2023	3711	12/21/2023	Claims	1	20180	COLUMBIA BASIN HERALD	955.16	Notice Of Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 10/25/2023; Notice Of Public Hearing -Preliminary Budget Revenue Sources-Property Tax 2024 11/01/2023; Ad. Summary Ordina
2023	3715	12/21/2023	Claims	1	20184	GRANT COUNTY PUD	1,917.54	Power Billing Nov. 2023
2023	3718	12/21/2023	Claims	1	20187	KATHERINE L. KENISON P.S	6,500.00	Legal Fees Nov. 2023
2023	3723	12/21/2023	Claims	1	20192	JESSE MORALES-RANGEL	200.00	Reimbursement For Work Boots
2023	3730	12/21/2023	Claims	1	20199	STETNER ELECTRIC INC	1,294.61	Lift Station RAS
2023	3731	12/21/2023	Claims	1	20200	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Nov. 2023
2023	3735	12/21/2023	Claims	1	20204	WASTE MANAGEMENT	144.19	WWTP Garbage Container
2023	3775	12/27/2023	Claims	1	20205	APOLLO INC	45,470.48	Progress Estimate 15 Phase III Equipment Installation
2023	3845	12/31/2023	Claims	1	20206	ANATEX LABS INC-SPOKANE	140.00	WWTP RC Samples
2023	3846	12/31/2023	Claims	1	20207	APSCO, LLC	1,799.98	Blower Maint Services
2023	3847	12/31/2023	Claims	1	20208	CITY OF MATTAWA-PETTY CASH	71.29	Petty Cash
2023	3848	12/31/2023	Claims	1	20209	COLUMBIA BASIN HERALD	48.00	Ad. For Bids 2023
2023	3849	12/31/2023	Claims	1	20210	GRANT COUNTY ELECTIONS	1,089.30	2023 General Elections
2023	3850	12/31/2023	Claims	1	20211	GRANT COUNTY PUD	4,098.57	Power Billing November 2023; Power Billing November 2023

TREASURER'S REPORT

Outstanding Vouchers

City Of Mattawa

12/01/2023 To: 12/31/2023

As Of: 12/31/2023 Date: 03/14/2024

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2023	3851	12/31/2023	Claims	1	20212	GRAY & OSBORNE INC	1,671.32	WWTF Fire Assistance Professional Services Nov. 5 To Nov 18, 2023
2023	3852	12/31/2023	Claims	1	20213	M 3:16 LANDSCAPING & LAWN CARE	1,084.00	Fence Chine Link -Basketball Project
2023	3853	12/31/2023	Claims	1	20214	PACIFIC OFFICE AUTOMATION	247.64	Monthly Equipment Fee For November 2023
2023	3854	12/31/2023	Claims	1	20215	PERFORMANCE TIRE INC	789.56	MPD- Tires
2023	3855	12/31/2023	Claims	1	20216	SCJ ALLIANCE	7,766.75	Planning Services Fee Period October 29- December 2, 2023; Comprehensive Plan Update Fee Period October 29- December 2, 2023
2023	3856	12/31/2023	Claims	1	20217	SOILTEST FARM CONSULTANTS INC	952.00	WWTP RC Samples
2023	3857	12/31/2023	Claims	1	20218	THE BUILDING DEPARTMENT LLC	1,123.37	Building Permit And Rental Inspections Fees
2023	3858	12/31/2023	Claims	1	20219	THINK TANK SANITATION INC.	510.00	Portable Restrooms
2023	3859	12/31/2023	Claims	1	20220	U.S CELLULAR	764.16	MPD Cell Phone Services
2023	3860	12/31/2023	Claims	1	20221	UNIFORMS 2 GEAR	497.36	MPD- Uniforms
2023	3868	12/31/2023	Claims	1	20231	ALL SERVICE ASPHALT LLC	30,896.60	Pave Basketball Court
2023	3869	12/31/2023	Claims	1	20232	BLUELINE EQUIPMENT, LLC	1,034.79	Parts/ Supplies
2023	3870	12/31/2023	Claims	1	20233	CITY OF MATTAWA-UTILITIES	305.56	City Of Mattawa Utilies Dec. 2023
2023	3871	12/31/2023	Claims	1	20234	COLUMBIA BASIN HERALD	85.52	Ad. Summary Ordinance 23-689; Ad. Summary Ordinance 23-688
2023	3872	12/31/2023	Claims	1	20235	CONSOLIDATED DISPOSAL	22,347.19	Waste Services Dec. 2023
2023	3873	12/31/2023	Claims	1	20236	GRANT COUNTY PUD	1,917.54	Power Billing Dec. 2023
2023	3874	12/31/2023	Claims	1	20237	GRAY & OSBORNE INC	38,182.79	WWTF Improvements CA Professional Services December 3-31, 2023; General Engineering-Electrical Support Water/Sewer System Professional Services December 3-31, 2023; General Engineering- Balaggan Subd
2023	3875	12/31/2023	Claims	1	20238	KATHERINE L. KENISON P.S	6,120.00	Legal Fees Dec. 2023
2023	3876	12/31/2023	Claims	1	20239	MARTY'S HARDWARE	203.32	Parts/ Supplies
2023	3877	12/31/2023	Claims	1	20240	MATTAWA AUTO PARTS, LLC	1,014.47	Parts/ Supplies
2023	3878	12/31/2023	Claims	1	20241	NORCO	28.51	Cylinder Rental Dec. 2023
2023	3879	12/31/2023	Claims	1	20242	PACIFIC OFFICE AUTOMATION	225.12	Monthly Ink Usage Nov. 2023
2023	3880	12/31/2023	Claims	1	20243	PETRO-USA MATTAWA MART	3,285.24	PW Fuel Services; MPD Fuel Services
2023	3881	12/31/2023	Claims	1	20244	RIO'S AUTO AG SUPPLY	99.52	Parts/ Supplies
2023	3882	12/31/2023	Claims	1	20245	SCJ ALLIANCE	2,788.25	Planning Services Fee Period December 3rd- 31st, 2023; Comprehensive Plan Update Fee Period December 3rd- 31st, 2023
2023	3883	12/31/2023	Claims	1	20246	SMARSH INC	0.53	Web Archive Page Add'l Cx
2023	3884	12/31/2023	Claims	1	20247	STERICYCLE INC	142.33	Shredding Services 12/13/23
2023	3885	12/31/2023	Claims	1	20248	STRIPE RITE INC.	10,602.60	Restripe

TREASURER'S REPORT

Outstanding Vouchers

12/01/2023 To: 12/31/2023

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2023	3886	12/31/2023	Claims	1	20249	THE BUILDING DEPARTMENT LLC	480.00	Rental/ Fire Inspection Fees
2023	3887	12/31/2023	Claims	1	20250	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Dec. 2023
2023	3888	12/31/2023	Claims	1	20251	UTILITIES UNDERGROUND	1.29	Excavtion Notification (1)
2023	3889	12/31/2023	Claims	1	20252	VISION MUNICIPAL SOLUTIONS LLC	438.75	IT Services Clerks And MPD
2023	3890	12/31/2023	Claims	1	20253	WA STATE AUDITOR'S OFFICE	1,792.00	Federal Audit 22-22
2023	3891	12/31/2023	Claims	1	20254	WA STATE DEPT OF ECOLOGY	1,103.66	Loan Permit #E1160638
2023	3892	12/31/2023	Claims	1	20255	WASTE MANAGEMENT	144.19	WTTF Garbage Disposal
2019	730	02/28/2019	Payroll	1	31522	BRIAN BERGHOUT	57.71	
2023	3466	11/30/2023	Payroll	1	31908	FABIOLA G HERNANDEZ	115.44	
2023	3796	12/29/2023	Payroll	1	31911	ANTONIO D ACOSTA	115.44	
2023	3798	12/29/2023	Payroll	1	31912	SILVIA BARAJAS	115.44	
2023	3799	12/29/2023	Payroll	1	31913	BRIAN BERGHOUT	57.71	
2023	3800	12/29/2023	Payroll	1	31914	MARIA MAGGIE CELAYA	867.25	
2023	3803	12/29/2023	Payroll	1	31915	FABIOLA G HERNANDEZ	115.44	
2023	3830	12/31/2023	Payroll	1	31916	TEAMSTERS LOCAL #760	273.00	Pay Cycle(s) 12/01/2023 To 12/31/2023 - Union Dues
2023	3831	12/31/2023	Payroll	1	31917	WA STATE LABOR COALITION	240.00	Pay Cycle(s) 12/01/2023 To 12/31/2023 - Union Dues (PD)
							292,060.82	
2023	3828	12/29/2023	Util Pay	9		XPRESS BILL PAY	825.64	Xpress Import - Metavante - 12-29-2023__daily_bat
							825.64	C
							292,060.82	D

Receipts Outstanding:

Fund	Claims	Payroll	Total
001 Current Expense Fund	71,287.69	55,581.14	126,868.83
101 Street Fund	16,268.47	1,256.82	17,525.29
107 Public Safety Tax Fund	2,033.05	0.00	2,033.05
401 Water Operating Fund	11,386.97	7,958.00	19,344.97
403 Customer Deposit Fund	325.70	0.00	325.70
405 Sewer Operating Fund	59,300.04	8,145.90	67,445.94
406 Sewer Debt Fund	1,103.66	0.00	1,103.66
412 Sewer Capital Improvement	32,947.12	0.00	32,947.12
420 Solid Waste Fund	22,861.08	1,605.18	24,466.26

TREASURER'S REPORT

Outstanding Vouchers

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City Of Mattawa

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo	
							Claims	Payroll	Total
							217,513.78	74,547.04	292,060.82

TREASURER'S REPORT

Signature Page

City Of Mattawa

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12/01/2023 To: 12/31/2023

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We the undersigned officers for the City of Mattawa have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:  3/14/24 Signed: _____
Clerk / Treasurer / Date Mayor / Date



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.

"TO MEET CURRENT AND FUTURE NEEDS, SERVING TOGETHER WITH PUBLIC AND PRIVATE ENTITIES,
WHILE FOSTERING A RESPECTFUL AND SUCCESSFUL WORK ENVIRONMENT."

- 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.

RESOLUTION NO. 23.08.13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MATTAWA,
WASHINGTON, AMENDING MISCELLANEOUS CITY ADMINISTRATIVE FEES AND
AMENDING RESOLUTION NO. 23.04.06

WHEREAS, the City is authorized to adopt reasonable fees and charges in exchange for providing services;

WHEREAS, the City adopted such fees and charges in Resolution No. 23.04.06; and

WHEREAS, the City desires to amend Resolution No. 23.04.06; and

NOW THEREFORE, the City Council of the City of Mattawa, Washington, does resolve as follows:

1. Resolution 23.04.06 is amended as follows:

The following fees and charges are established as of August 3, 2023, for the following services:

- A. Photocopy fees - \$0.15 per page
- B. Facsimiles - \$3.00 per fax
- C. Notary fee - \$10.00 per document
- D. Police Case Reports - \$10.00 per report
- E. Electronic Public Records – Actual Cost
- F. Other Copying or Reproduction – Actual Cost
- G. Criminal Check - \$20.00 per search
- H. Fence Permit - \$15.00
- I. Rental Inspection Fee - \$100.00
- J. Commercial Fire Safety Inspection Annual Fee - \$100.00
- K. NSF Fee - \$40.00
- L. Annual Chicken License -- \$15.00
- M. One-Time Senior Animal License Fee -- \$15.00
- N. Community Events Booth Fee - \$10.00
 - No Fee for Non-Profit Booths
- O. Yard Sales - \$2
- P. Dog Impound Fee – Capture Fee \$30 / \$15 per day
- Q. Annual Dog License Tag - \$25 - \$5 Lost Tags Replacement Fee, \$5 per month additional fee if license purchased after January of each year.
- R. Clean-up Events: Passenger Car - \$10.00 per trip
 - SUV / Trucks - ~~\$15.00~~ \$20.00 per trip
 - Vehicle with Trailer - ~~\$20.00~~ \$30.00 per trip (6'x10' max)
 - Vehicle with Larger Trailer \$40
 - Unsecured small load - \$5
 - Unsecured larger load - \$10
 - \$4 per tire (35" in diameter or less)
- S. Annual Business License Fee - \$100

ADOPTED this 3rd day of August 2023.



Maria Celaya, Mayor

ATTEST:



Anabel Martinez, Clerk/Treasurer

RESOLUTION NO. 24.03.03

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDING FROM THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY TO PAY FOR DESIGN, CONSTRUCTION, AND CONSTRUCTION ADMINISTRATION OF THE COLLECTION SYSTEM IMPROVEMENTS AND LIFT STATION ELIMINATION PROJECT AS DESCRIBED IN THE CITY'S 2022 PORTAGE AVENUE LIFT STATION STUDY, AND STATEMENT OF INTENT TO ABIDE BY THE FUNDING AGREEMENT AND TO REPAY THE FUNDING AS REQUIRED BY THE AGREEMENT, AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY

WHEREAS the City of Mattawa made application to the Department of Ecology of the State of Washington (Ecology) for funding to assist the City with the design, construction, and construction administration of the Collection System Improvements and Lift Station Elimination Project as described in the City's 2022 Portage Avenue Lift Station Study.

WHEREAS Ecology has agreed to provide funding to pay for the costs of the foregoing projects, in the total amount of \$2,416,700, of which \$381,700 shall be a loan from the State Revolving Fund for a term of 20 years at a .7 percent interest rate, and the balance shall be \$2,035,000 of Sewer Overflow and Stormwater Reuse Municipal Grant that will not be required to be repaid.

WHEREAS Ecology requires an authorizing resolution from the City that states that the City will accept the financial assistance from Ecology and shall expend said funds only for the purposes stated in the loan agreement, and will repay the loan of \$381,700 according to the terms of the agreement,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON AS FOLLOWS:

The City of Mattawa accepts responsibility to repay the loan and abide by the terms of the agreement, and authorizes the Mayor to execute said agreement on behalf of the City, and to include the agreement as an attachment to this resolution.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Mattawa City Council at its regular meeting held on this 21st day of March 2024.

MARIA CELAYA, Mayor

ATTEST:

ANABEL MARTINEZ, Clerk/Treasurer


ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of City of Mattawa [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.


RECIPIENT's Legal Counsel
Katherine L. Kenison

ORDINANCE NO. 24-694

AN ORDINANCE REPEALING CHAPTER 18.12 TITLED “CRITICAL AREAS” OF THE MATTAWA MUNICIPAL CODE

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

Section 1. Repealed. Chapter 18.12 of the Mattawa Municipal Code titled “Critical Areas” is repealed in its entirety.

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 21st DAY OF MARCH 2024.

Maria Celaya, Mayor

ATTEST:

Anabel Martinez, City Clerk

APPROVED AS TO FORM:

Katherine L. Kenison, City Attorney

PASSED the 21st day of March 2024.

APPROVED the 21st day of March 2024.

PUBLISHED the 27th day of March 2024.

Reference to Ord. 24-694

Anabel Martinez

From: Code Publishing Company <cpc@codepublishing.com>
Sent: Monday, March 11, 2024 10:05 AM
To: Anabel Martinez
Subject: Mattawa Ordinance 24-690 (362145)

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: External Email

Anabel--

We received the new ordinance files, through Ordinance 24-690. Thank you for uploading them.

Ordinance 24-690 adopts the Grant County Critical Areas Ordinance by reference for regulation of critical areas within the city. However, the city adopted Ordinance 492 in 2009, currently codified in [Chapter 18.12](#) of the code, also pertaining to critical areas.

We are planning on updating Chapter 18.12 of the code to be just one section that includes the text of Section 3 of Ordinance 24-690, and will remove the provisions from Ordinance 492 from the chapter. We will designate Ordinance 492 as "prior legislation" to Chapter 18.12, and recommend that the city repeal Ordinance 492 at its convenience to prevent any possible conflict of provisions.

Let us know if the city prefers that we handle this differently.

Thank you,

Steven

Steven Jones

Production Manager

AMENDMENT
NO. 7

Pursuant to Section 9, the following changes are hereby incorporated into this Contract:

- A. Description of Change: Increase the Contract Price.
- B. Time of Completion: The completion date shall remain April 30, 2025.
- C. Contract Price Adjustment: As a result of this Amendment, the not to exceed Contract Price shall be increased by the sum of \$35,000.00 plus applicable sales tax. This Amendment shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$371,000.00, including changes incorporated by this Amendment.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

City of Mattawa, Washington

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____