



CITY OF MATTAWA
COUNCIL MEETING AGENDA
October 17, 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, student liaison Yurixa Martinez

I. Additions/Approval of Agenda:

II. Public Comments:

III. Consent Agenda/Informational:

- Minutes- Council Meeting 10.03.24
- 2024 Claims EFT & Checks Approval #20678-20700 -- \$129,788.57
- 2024 Payroll EFT Approval -- \$9,800.01

IV. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

V. **Council, Items for Motion (Old Business):**

None.

VI. **Council, Items for Motion (New Business):**

1. Think Tank Sanitation Discharge
2. TIB Agreement - 2025 Multiple Locations Road Repair

VII. **Adjournment:**

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 October 3rd, 2024, the Council approved payment of 2024 Claims EFT & checks approval #20654-20677 in the amount of \$177,228.06, 2024 Payroll EFT & checks approval #31974-31980 in the amount of \$127,255.11.

***** M/s; Hwang / Barajas motion that bills, checks, payroll, 09.19.24 meeting minutes, TR be approved. Motion carried.***

IV. Reports:

Mayor's Report

**Mayor Celaya said the Yard Sale event will be this Saturday, setup will begin at 8am, there are about 14 booths registered that includes 1 food vendor.

**There was a food distribution of 500 boxes from Cascadia Produce.

Council Report

**Councilman Acosta questioned why the speed limit going up the hill is 35mph, says it doesn't make sense why a little stretch is 35 mph, and the rest is 25mph.

**Councilwoman Barajas mentioned there are a lot of weeds at the PUD substation.

**Councilman Acosta would like to have a council training for accounts payable review and what to look for in the reports.

Police Department Report

**Chief Zesati reported that there are 2 officers (Pantaleon & Vazquez) at training at Kirkland PD for patrol tactics, this is a 2-day training.

**There is a list of potential hire, need to figure out date for interviews.

**Chief provided an updated activity log for calls for service.

**Councilman Berghout thanked chief for having increase in officer presence around the city.

**Councilwoman Barajas thanked the police department for assisting in returning her late husband's stolen bike and returned it safely.

Public Works Department Report

**Roundabout Update – Reached out to WSDOT and the city does not meet the threshold for rapid flashing beacons at the roundabout. The city would need to purchase them and provide maintenance.

**Re-painted crosswalks at Riverview Avenue, Cooper Street, & Portage Avenue.

**Graffiti removal at the hydrant meters and posts.

**Call for Bids for the Well #2 Re-Equipping project, received 7 bids.

**WWTF Improvements Project on pause.

**Motor seal failure filtrate lift station pump.

**Tree City signage & resting bench installed adjacent to Library.

**Basketball Court sidewalk and driveway completed.

**Fall cleanup – Disposed about 9.83 tons of waste and about 2.25 tons of metal collected.

**Yard Sale & Trunk n Treat events in October.

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

None

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

1. ***DWSRF Loan Agreement – Mattawa Well, Telemetry & Pressure Zone Improvements***
Jamin explained that this will provide funding for Well #5 improvements, a combined grant and loan.
M/s; Berghout / Acosta motion to approve this agreement. Motion carried.
2. ***Change Order for WWTF Improvements Project***
M/s; Barajas / Lopez motion to approve. Motion Carried.
3. ***Awarding of the Well 2 Re-Equipping Project***
7 bids were received in total.
M/s; Berghout / Hwang motion to award POW Contracting. Motion carried.
4. ***Accept Basketball Court Sidewalk Project as complete***
M/s; Barajas / Lopez motion to accept project as complete. Motion carried.
5. ***Radar Upfitting both Ford F-150's police Interceptors***
M/s; Lopez / Hwang motion to approve. Motion carried.
6. ***Procurement of Sewer Equipment Jet Trailer***
M/s; Berghout / Lopez motion to approve. Opposed, Acosta. Motion carried.
7. ***Resolution No. 24.10.07 Updating Community Events 2024***
M/s; Berghout / Lopez motion to approve. Motion carried.
8. ***Filtrate Lift Station Pump Repair***
M/s; Berghout / Barajas motion to approve. Motion carried.

VII. **Adjournment:**

The council meeting was adjourned at 6:34 P.M. M/s; Berghout / Barajas. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
17631	10/17/2024	10/17/2024	3627		
			ANATEX LABS INC-SPOKANE	600.00	WWTP RC Samples
	535 10 41 02	Testing Samples	405 000 535 Sewer Operatin	600.00	WWTP RC Samples
17639	10/17/2024	10/17/2024	3519		
			APSCO, LLC	650.40	WWTF Blower Oil
	535 10 48 02	Sewer Plant Maintenance	405 000 535 Sewer Operatin	650.40	WWTF Blower Oil
17619	10/17/2024	10/17/2024	1251		
			CITY OF MATTAWA-UTILITIES	3,063.24	City Of Mattawa Utilities Sept. 2024
	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	258.62	Library
	576 80 47 00	Park Utilities	001 000 576 Current Expens	41.97	Treeline Park
	576 80 47 00	Park Utilities	001 000 576 Current Expens	41.97	Basketball Court
	576 80 47 00	Park Utilities	001 000 576 Current Expens	2,429.90	Park
	576 80 47 00	Park Utilities	001 000 576 Current Expens	41.97	Drinking Water
	576 80 47 00	Park Utilities	001 000 576 Current Expens	41.97	Skatepark
17632	10/17/2024	10/17/2024	3316		
			FORD MOTOR CREDIT COMPANY	3,269.63	MPD Vehicle Lease 10/30/2024
	591 21 70 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle I	2,996.27	MPD Vehicle Lease 10/30/2024
	592 21 80 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle I	273.36	MPD Vehicle Lease 10/30/2024
17623	10/17/2024	10/17/2024	1698		
			GRANT COUNTY PUD	1,985.04	Power Billing Sept 2024
	542 63 47 00	Street Lighting	101 000 542 Street Fund	182.17	St. Light Park
	542 63 47 00	Street Lighting	101 000 542 Street Fund	1,802.87	St. Lights
17640	10/17/2024	10/17/2024	1734		
			GRAY & OSBORNE INC	46,410.86	Well 2 Final Design And Construction Administration Professional Services From Sept. 8-October 5, 2024
	594 34 41 00	Well 2 Final Design & Con:	411 000 594 Water Capital I	46,410.86	Well 2 Final Design And Construction Administration Professional Services From Sept. 8-October 5, 2024
17641	10/17/2024	10/17/2024	1734		
			GRAY & OSBORNE INC	90.48	Mattawa Fitness -New Location- Professional Services From Sept. 8-October 5, 2024
	518 30 49 01	Engineering Services	001 000 518 Current Expens	90.48	Mattawa Fitness -New Location- Professional Services From Sept. 8-October 5, 2024
17642	10/17/2024	10/17/2024	1734		
			GRAY & OSBORNE INC	7,584.23	Sewer Operations Assistance- Professional Services From Sept. 8-October 5, 2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 41 03	Engineering Services		401 000 534 Water Operatin	3,792.12	Sewer Operations Assistance- Professional Services From Sept. 8-October 5, 2024
535 10 41 01	Engineering Services		405 000 535 Sewer Operatin	3,792.11	Sewer Operations Assistance- Professional Services From Sept. 8-October 5, 2024
17643	10/17/2024	10/17/2024	1734	1,967.48	GRAY & OSBORNE INC CDS Funding Compliance Assistance - Professional Services From Sept. 8-October 5, 2024
534 10 41 03	Engineering Services		401 000 534 Water Operatin	1,967.48	CDS Funding Compliance Assistance - Professional Services From Sept. 8-October 5, 2024
17644	10/17/2024	10/17/2024	1734	7,213.49	GRAY & OSBORNE INC Sewer System Improvements Design- Professional Services From Sept. 8-October 5, 2024
594 35 63 01	Lift Station Upgrade		412 000 594 Sewer Capital I	7,213.49	Sewer System Improvements Design- Professional Services From Sept. 8-October 5, 2024
17645	10/17/2024	10/17/2024	1734	659.66	GRAY & OSBORNE INC Basketball Court And Parking Lot Improvements- Professional Services From Sept. 8-October 5, 2024
594 76 41 00 2022	Paul Lauzier Grant - I		001 000 594 Current Expens	659.66	Basketball Court And Parking Lot Improvements- Professional Services From Sept. 8-October 5, 2024
17646	10/17/2024	10/17/2024	1734	90.48	GRAY & OSBORNE INC Our Lady Of The Desert CUP- Professional Services From Sept. 8-October 5, 2024
518 30 49 01	Engineering Services		001 000 518 Current Expens	90.48	Our Lady Of The Desert CUP- Professional Services From Sept. 8-October 5, 2024
17647	10/17/2024	10/17/2024	1734	361.90	GRAY & OSBORNE INC Balaggan Subdivision- Professional Services From Sept. 8-October 5, 2024
518 30 49 01	Engineering Services		001 000 518 Current Expens	361.90	Balaggan Subdivision- Professional Services From Sept. 8-October 5, 2024
17648	10/17/2024	10/17/2024	1734	9,290.04	GRAY & OSBORNE INC WWTF Improvements CA- Professional Services From Sept. 8-October 5, 2024
594 35 41 00	WWTF Improvements Proj		412 000 594 Sewer Capital I	9,290.04	WWTF Improvements CA- Professional Services From Sept. 8-October 5, 2024
17649	10/17/2024	10/17/2024	1734	361.90	GRAY & OSBORNE INC Hwang Subdivision- Professional Services From Sept. 8-October 5, 2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 30 49 01	Engineering Services		001 000 518 Current Expens	361.90	Hwang Subdivision- Professional Services From Sept. 8-October 5, 2024
17650	10/17/2024	10/17/2024	1734 GRAY & OSBORNE INC	90.48	CAD Bodrero Dev.- Professional Services From Sept. 8-October 5, 2024
518 30 49 01	Engineering Services		001 000 518 Current Expens	90.48	CAD Bodrero Dev.- Professional Services From Sept. 8-October 5, 2024
17637	10/17/2024	10/17/2024	3731 INLAND ENVIROMENTAL RESOURCES INC	813.00	WWTF Gallon Storage And Feed System
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	813.00	WWTF Gallon Storage And Feed System
17636	10/17/2024	10/17/2024	634 JP ELECTRIC	324.60	Power Disconnect For Well 2
534 10 41 05	Professional Services		401 000 534 Water Operatin	324.60	Power Disconnect For Well 2
17622	10/17/2024	10/17/2024	271 KOTTKAMP & YEDINAK PLLC LLC	2,100.00	Public Hearing: S4 Retail CUP & Variance: CAD Final Decision
558 60 41 00	Planning-Zoning & Land U		001 000 558 Current Expens	2,100.00	Public Hearing: S4 Retail CUP & Variance: CAD Final Decision
17634	10/17/2024	10/17/2024	1193 MARTY'S HARDWARE	582.52	Parts/Supplies
518 70 31 00	Other Supplies And Furnitu		001 000 518 Current Expens	23.83	Ant Spray
534 10 48 01	Meter Installations		401 000 534 Water Operatin	47.06	PVC Coupling/Abrasive Cloths
534 10 48 03	System Repair & Maintenai		401 000 534 Water Operatin	52.02	Blower Wrench
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	61.08	Connectors/ball Valve/ Nozzle
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	21.22	Bmpers/paint
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	29.02	Paint
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	33.59	Paint Tools
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	24.92	Prec Hook/ Braid FluoPNK Reel
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	8.62	Nails
542 30 48 02	Repair And Maintenance		101 000 542 Street Fund	95.31	BTY Cover
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	21.60	Key
572 20 47 00	Library - Utility Services		001 000 572 Current Expens	44.41	Library AC Fuse
576 80 31 02	Skateboard Park Supplies		001 000 576 Current Expens	22.87	Slot Bar/Nails
576 80 31 03	Playground Equipment Sup		001 000 576 Current Expens	54.18	Slot Bar
576 80 48 00	Park Maintenance		001 000 576 Current Expens	13.00	Trimmer Line
576 80 48 00	Park Maintenance		001 000 576 Current Expens	29.79	Trimline
17630	10/17/2024	10/17/2024	1900 MATTAWA TIRE SERVICES LLC	93.67	PW-Parts/Supplies

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534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	27.55	Flat Repair Chevy 1500
537 50 41 00	Spring Clean Up		420 000 537 Solid Waste Fu	66.12	Tires Fall Clean Up
17635	10/17/2024	10/17/2024	625 NORCO	28.24	Cylinder Rental
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	28.24	Cylinder Rental
17628	10/17/2024	10/17/2024	494 OVS	277.44	PW-Parts/Supplies
535 00 48 01	Sewer Installations		405 000 535 Sewer Operatin	269.39	Solvent Weld Sewer Pipe/Elbows/PVC
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	8.05	Pop Up Spray Sprinkler Regulator
17625	10/17/2024	10/17/2024	2820 PETRO-USA MATTAWA MART	2,735.67	MPD-Fuel Services
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	2,735.67	MPD-Fuel Services
17626	10/17/2024	10/17/2024	2820 PETRO-USA MATTAWA MART	1,342.77	PW-Fuel Services
534 10 32 02	Fuel		401 000 535 Water Operatin	600.00	PW-Fuel Services
535 10 32 00	Fuel		405 000 535 Sewer Operatin	600.00	PW-Fuel Services
542 30 32 03	Fuel		101 000 542 Street Fund	100.00	PW-Fuel Services
576 80 32 04	Fuel		001 000 576 Current Expens	42.77	PW-Fuel Services
17638	10/17/2024	10/17/2024	1247 RIO'S AUTO AG SUPPLY	311.27	Parts/Supplies
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	28.91	Air Filter/ Oil/ Oil Drain Plug
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	78.29	Oil/ Oil Filter
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	33.99	Hose Clamp
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	72.47	Steering Column Shift
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	43.25	Ratchet Strap
535 10 48 04	System Repairs / Maintenanc		405 000 535 Sewer Operatin	54.36	Aircraft Cable
17621	10/17/2024	10/17/2024	3299 SOILTEST FARM CONSULTANTS INC	1,365.00	WWTP RC Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	1,365.00	WWTP RC Samples
17620	10/17/2024	10/17/2024	1979 THE BUILDING DEPARTMENT LLC	26,398.40	Building Permit Plan Review & Rental/fire Inspections
524 20 41 00	Rental/Fire Inspection Cost		001 000 524 Current Expens	254.25	Rental/Fire Inspections
558 50 41 00	Building Permit & Plan Rev		001 000 558 Current Expens	26,144.15	Building Permit Plan Review
17624	10/17/2024	10/17/2024	554 U.S. BANK MUN INV. ACCOUNT	68.00	Bank Fees Sept. 2024
514 23 41 01	Banking And Visa/Merchar		001 000 514 Current Expens	68.00	Bank Fees Sept. 2024
17651	10/17/2024	10/17/2024	1807 USA BLUEBOOK	7,643.85	Parts/Supplies

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534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	1,035.64	Free Chlorine Test Refills
534 10 35 00	Small Tools & Equipment		401 000 534 Water Operatin;	1,499.18	Submersible Pump
535 10 35 00	Small Tools & Equipment		405 000 535 Sewer Operatin	1,421.82	Life Orange With Rope
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	1,176.90	Life Orange With Rope
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	3,500.00	Life Orange With Rope
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	226.50	Lockout Tags
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	-1,216.19	Credit
17629	10/17/2024	10/17/2024	613 UTILITIES UNDERGROUND	2.64	Excavation Notification (2)
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	2.64	Excavation Notification (2)
17618	10/17/2024	10/17/2024	143 WA STATE DEPT OF ECOLOGY	1,103.66	Loan # EL160638
591 35 72 12	DOE SWD Princ Loan EL1		406 000 591 Sewer Debt Fur	798.48	Loan # EL160638
592 35 83 12	DOE SWD Interest Loan E		406 000 591 Sewer Debt Fur	305.18	Loan # EL160638
17627	10/17/2024	10/17/2024	2957 WASTE MANAGEMENT	144.19	WWTP Garbage Container
535 10 47 00	Utilities		405 000 535 Sewer Operatin	144.19	WWTP Garbage Container
17633	10/17/2024	10/17/2024	748 WEAVER DISTRUBUTING	199.10	PW-Parts/Supplies
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	172.62	Bolts/Bulk
534 10 31 01	Operating Supplies		401 000 534 Water Operatin;	26.48	Bolts

Report Total: 129,223.33

Fund	
001 Current Expense Fund	33,548.82
101 Street Fund	2,401.14
102 Police Vehicle Fund	3,269.63
107 Public Safety Tax Fund	2,735.67
401 Water Operating Fund	9,609.62
405 Sewer Operating Fund	13,574.28
406 Sewer Debt Fund	1,103.66
411 Water Capital Improvement	46,410.86
412 Sewer Capital Improvement	16,503.53
420 Solid Waste Fund	66.12

This report has been reviewed by:



Anabel Martinez - City Clerk

10/14/24

Date

REMARKS:

CITY OF MATTAWA

STAFF REPORT

To: Mayor Celaya and City Council
From: Public Works Department
Date: October 17, 2024
Proceeding Type: New Business
Subject: Think Tank Sanitation Discharge

Legislative History:

• First Presentation:	October 17, 2024
• Second Presentation:	
• Requested Action:	Motion

Staff Report Summary

The subject in front of City Council is accept or decline Think Tank Sanitation LLC. Discharge Proposal.

Background

As City Council is aware, the fire rebuild of the Wastewater Treatment Plant (WWTF) was completed earlier this year. However, this construction delayed the start of the WWTF improvement project, which is currently ongoing to address system process deficiencies.

Think Tank Sanitation LLC has approached the City with a request to discharge their wastewater, which is primarily composed of effluent from porta potty cleanings and residential septic systems from surrounding areas. They propose discharging 10,000 gallons per week of wastewater that contains no biosolids or solids.

It is important to note that while the wastewater may appear clear, it still contains microbiological elements, chemicals, minerals, and metals. This means that "clear" wastewater is not necessarily "clean" wastewater. A review of their wastewater samples has confirmed the presence of chemically strong waste. Given the strength of the waste, a detailed strong waste study is needed to evaluate both the financial and operational impacts, particularly for recovering the City's treatment costs. The estimated cost of the study is \$15,000 and would need to be funded by Think Tank Sanitation. The fee structure for treating wastewater is generally based on factors like flow volume and the concentration of specific wastewater constituents, such as BOD (Biochemical Oxygen Demand), TSS (Total Suspended Solids), and TKN (Total Kjeldahl Nitrogen). A strong waste study would clarify these variables, and typical charges for treating similar waste range from \$0.20 to \$1.00 per gallon or pound.

It is also essential to consider the caution expressed by Gray & Osborne (City Engineer), the Department of Ecology (Permit Manager and Circuit Rider), and the City's operators. With the WWTF improvements still underway, we must remain mindful of the City's obligation to comply with the state-issued discharge permit. Violations of the permit could result in significant monetary penalties.

Fiscal and Policy Implications

Financial impacts can be expected in revenue from allowing discharge; but is not limited to monetary fines posed by the Department of Ecology for permit violations. Policy implications include the development of contact if approved.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT

Options

1. Accept the Think Tank Sanitation Discharge Proposal.
2. Decline the Think Tank Sanitation Discharge Proposal.

Staff Recommendation

Option that is in the Cities’ best interest with the least amount of risk/ exposure to City.

Attachments

A.	Example of Wastewater discharge
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The following documents are attached and subject for review:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ PDF	Samples Attachments	10/7/24	
Legal	▪ N/A			
Financial	▪ WORD	Staff Report	10/14/24	Initials: <i>Steel</i>
Comment:				



Othello: (509) 468-0112
Pasco: (509) 547-3838
Umatilla: (541) 922-6435

KTL
TESTING LABS
A North-South Company

Customer:
Time Sampled:

KTL Sample #:
Date Sampled:

Town of Mattawa
2-E-862(011)-1
2025 Red Town Initiative
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
Town of Mattawa
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2025 Red Town Initiative, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and Town of Mattawa, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 100.0000 percent of approved eligible project costs up to the amount of \$1,300,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Project Funding Status Form

Agency Name: **MATTAWA**
Project Name: **2025 Red Town Initiative
Multiple Locations**

TIB Project Number: **2-E-862(011)-1**

Verify the information below and revise if necessary.
Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MATTAWA	0	
WSDOT	0	
TOTAL LOCAL FUNDS	0	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

Town of Mattawa (Rated 5/15/2022)

Small City Street Inventory - Segment Data

Otta seal

Arterial	Termini	Segment length (ft)	Orig pave width	Const. Width	SY	PCR Score	Rating Status
BESS DR	BRIAN AVE to MAUREEN AVE	422	35	0	0	81	Good
BOUNDARY AVE	COOPER ST to SADDLE MT RD	317	35	0	0	81	Good
BOUNDARY AVE	FIRST ST to SECOND ST	317	28	0	0	76	Good
BOUNDARY AVE	FIRST ST to GOVERNMENT WAY	317	28	0	0	76	Good
BOUNDARY AVE	GOVERNMENT WAY to HOOSE RD	370	35	0	0	81	Good
BOUNDARY AVE	HOOSE RD to COOPER ST	370	35	0	0	81	Good
BOUNDARY AVE	SADDLE MT RD to N C/L	317	40	0	0	72	Good
BOUNDARY AVE	SECOND ST to THIRD ST	317	28	0	0	86	Good
BOUNDARY AVE	THIRD ST to FOURTH ST	317	28	0	0	76	Good
BRIAN AVE	BESS DR to S C/L	158	30	0	0	56	Fair
BRIAN AVE	SECOND ST to BESS DR	528	30	0	0	56	Fair
BROADWAY AVE	GOVERNMENT WAY to FIRST ST	317	26	0	0	56	Fair
COOPER ST	ELLICE AVE to RIVERVIEW RD	739	30	0	0	76	Good
COOPER ST	PORTAGE AVE to WILLIAMS AVE	422	30	0	0	81	Good
COOPER ST	RIVERVIEW RD to BOUNDARY RD	792	30	0	0	81	Good
COOPER ST	WILLIAMS AVE to ELLICE AVE	739	30	0	0	76	Good
FIRST ST	PORTAGE AVE to WILLIAMS AVE	370	40	0	0	81	Good
FOURTH ST	BROADWAY AVE to BOUNDARY RD	370	30	0	0	81	Good
FOURTH ST	COLUMBIA AVE to ELLICE AVE	370	30	0	0	81	Good
FOURTH ST	ELLICE AVE to SELKIRK RD	370	30	0	0	81	Good
FOURTH ST	PORTAGE AVE to WILLIAMS AVE	370	30	0	0	81	Good
FOURTH ST	RIVERVIEW RD to BROADWAY AVE	370	30	0	0	81	Good
FOURTH ST	WILLIAMS AVE to COLUMBIA AVE	370	30	0	0	81	Good
GOVERNMENT WAY	BRIAN AVE to MANSON LN	264	30	0	0	68	Fair
GOVERNMENT WAY	BROADWAY AVE to BOUNDARY RD (EAST C/L)	422	30	0	0	63	Fair
GOVERNMENT WAY	COLUMBIA AVE to ELLICE AVE	370	30	0	0	63	Fair
GOVERNMENT WAY	ELLICE AVE to SELKIRK RD	370	30	0	0	63	Fair
GOVERNMENT WAY	PORTAGE to WILLIAMS AVE	422	30	0	0	68	Fair
GOVERNMENT WAY	RIVERVIEW RD to BROADWAY AVE	422	30	0	0	63	Fair
GOVERNMENT WAY	SELKIRK RD to RIVERVIEW RD	370	30	0	0	63	Fair
GOVERNMENT WAY	WILLIAMS AVE to COLUMBIA AVE	370	30	0	0	68	Fair
HOOSE ST	BOUNDARY RD to RIVERVIEW AVE	792	30	0	0	67	Fair
HOOSE ST	WILLIAMS AVE to ELLICE AVE	739	30	0	0	81	Good
MANSON LN	GOVERNMENT WAY to N C/L	686	24	0	0	76	Good
MAUREEN AVE	SECOND ST to BRIAN AVE	686	26	0	0	72	Good
PORTAGE AVE	FIRST ST to SECOND ST	317	25	0	0	81	Good
PORTAGE AVE	GOVERNMENT WAY to FIRST ST	317	36	0	0	72	Good
PORTAGE AVE	SADDLE MT RD to N EOR	370	25	0	0	54	Fair
PORTAGE AVE	SECOND ST to THIRD ST	317	25	0	0	72	Good
PORTAGE AVE	THIRD ST to FOURTH ST	317	25	0	0	81	Good
RIVERVIEW RD	GOVERNMENT WAY to FIRST ST	317	28	0	0	81	Good
RIVERVIEW RD	HOOSE RD to COOPER ST	370	35	0	0	63	Fair
SADDLE MOUNTAIN DR	RIVERVIEW AVE to BOUNDARY RD	792	32	0	0	62	Fair
SECOND ST	END OF PAVMT to BRIAN AVE	475	35	0	0	62	Fair
THIRD PLACE	BOUNDARY AVE to END OF PAVEMENT	634	60	0	0	76	Good
WILLIAM AVE	COOPER ST to SADDLE MT RD	370	30	0	0	81	Good

	Unit price	Cost
Otta seal	\$ 10.00	\$

WILLIAM AVE	GOVERNMENT WAY to HOOSE RD	370	30	0	0	81	Good
WILLIAM AVE	SECOND ST to THIRD ST	317	20	0	0	81	Good
WILLIAM AVE	THIRD ST to FOURTH ST	317	20	0	0	81	Good

Pulverize and Double Otta seal

BESS DR	MAUREEN AVE to PORTAGE AVE	528	20	20	1173	21	Reconstruction
BRIAN AVE	GOVERNMENT WY to MAUREEN AVE	370	30	0	0	48	Poor
BRIAN AVE	MAUREEN AVE to SECOND ST	264	30	30	880	14	Reconstruction
BROADWAY AVE	FIRST ST to SECOND ST	317	26	26	915	21	Reconstruction
BROADWAY AVE	SECOND ST to THIRD ST	317	26	26	915	21	Reconstruction
BROADWAY AVE	THIRD ST to FOURTH ST	317	26	26	915	21	Reconstruction
DESERT AVE	SEVENTH PL to EIGHTH ST	158	20	20	352	18	Reconstruction
DESERT AVE	SEVENTH ST to SEVENTH PL	211	20	20	469	18	Reconstruction
FIRST ST	BROADWAY AVE to BOUNDARY RD	370	30	30	1232	21	Reconstruction
FIRST ST	RIVERVIEW RD to BROADWAY AVE	370	30	30	1232	21	Reconstruction
MAUREEN AVE	SECOND ST to BESS DR	528	26	26	1525	14	Reconstruction
RIVERVIEW RD	COOPER ST to SADDLE MT RD	370	35	0	0	50	Poor
RIVERVIEW RD	FIRST ST to SECOND ST	317	28	28	986	36	Poor
RIVERVIEW RD	GOVERNMENT WAY to HOOSE RD	370	35	0	0	50	Poor
RIVERVIEW RD	SADDLE MT RD to PRIEST RAPIDS RD	264	35	0	0	32	Poor
RIVERVIEW RD	SECOND ST to THIRD ST	317	28	28	986	21	Reconstruction
RIVERVIEW RD	THIRD ST to FOURTH ST	317	28	28	986	21	Reconstruction
SECOND ST	BRIAN AVE to MAUREEN AVE	422	35	35	1643	21	Reconstruction
SECOND ST	BROADWAY AVE to BOUNDARY RD	370	30	30	1232	21	Reconstruction
SECOND ST	COLUMBIA AVE to ELLICE AVE	370	30	30	1232	21	Reconstruction
SECOND ST	ELLICE AVE to SELKIRK RD	370	30	30	1232	21	Reconstruction
SECOND ST	MAUREEN AVE to PORTAGE AVE	422	24	24	1126	21	Reconstruction
SECOND ST	PORTAGE AVE to WILLIAMS AVE	370	30	30	1232	21	Reconstruction
SECOND ST	RIVERVIEW RD to BROADWAY AVE	370	30	30	1232	21	Reconstruction
SECOND ST	SELKIRK RD to RIVERVIEW RD	370	30	30	1232	21	Reconstruction
SECOND ST	WILLIAMS AVE to COLUMBIA AVE	370	30	30	1232	21	Reconstruction
SELKIRK RD	GOVERNMENT WAY to FIRST ST	317	30	0	0	32	Poor
SEVENTH PL	DESERT AVE to SELKIRK RD	475	24	24	1267	21	Reconstruction

	Unit price	Cost
Pulverize, shape, compact	\$ 6.00	\$ 244,640
Double Otta seal	\$ 20.00	\$ 815,467
Sub total	\$	\$ 1,060,107

SEVENTH ST	DESERT AVE to SELKIRK RD	411	20	20	1970	21	Reconstruction
SIXTH ST	PORTAGE AVE to WILLIAM AVE	264	23	23	675	18	Reconstruction
SIXTH ST	WILLIAM AVE to VERN AVE	254	23	23	675	21	Reconstruction
THIRD ST	BROADWAY AVE to BOUNDARY RD	270	30	30	1374	21	Reconstruction
THIRD ST	COLUMBIA AVE to ELLICE AVE	210	30	30	1035	21	Reconstruction
THIRD ST	ELLICE AVE to SELKIRK RD	270	30	30	1050	25	Reconstruction
THIRD ST	PORTAGE AVE to WILLIAMS AVE	350	52	52	2135	16	Reconstruction
THIRD ST	RIVERVIEW RD to BROADWAY AVE	170	30	30	1272	21	Reconstruction
THIRD ST	SELKIRK RD to RIVERVIEW RD	170	30	30	1050	25	Reconstruction
THIRD ST	WILLIAMS AVE to COLUMBIA AVE	210	30	30	1035	21	Reconstruction
VERN AVE	SIXTH ST to EIGHTH ST	720	20	20	1740	21	Reconstruction
WILLIAM AVE	SIXTH ST to EIGHTH ST	739	24	24	1971	18	Reconstruction

40,773

Gravel and Double Otta seal (Gravel conversion)

SECOND ST	STEVEN ST to END OF PVMT	898	10	10	997	0	Not Rated
STEVENS ST	END OF PVT to SECOND ST	634	10	10	704	0	Not Rated

1,701

Not recommended

COLUMBIA AVE	FIRST ST to SECOND ST	317	22	22		90	Good
COLUMBIA AVE	GOVERNMENT WAY to FIRST ST	317	22	22		90	Good
COLUMBIA AVE	SECOND ST to THIRD ST	317	22	22		90	Good
COLUMBIA AVE	THIRD ST to FOURTH ST	317	22	22		90	Good
EIGHTH ST	DESERT AVE to SELKIRK RD	475	24	24		100	Excellent
EIGHTH ST	PORTAGE AVE to WILLIAMS AVE	264	24	24		100	Excellent
EIGHTH ST	VERN AVE to DESERT AVE	475	24	24		100	Excellent
EIGHTH ST	WILLIAMS AVE to VERN AVE	264	24	24		100	Excellent
ELLICE AVE	COOPER ST to SADDLE MT RD	370	25	25		95	Excellent
ELLICE AVE	FIRST ST to SECOND ST	317	22	22		90	Good
ELLICE AVE	GOVERNMENT WAY to HOOSE RD	370	25	25		95	Excellent
ELLICE AVE	GOVERNMENT WAY to FIRST ST	317	25	25		90	Good
ELLICE AVE	HOOSE RD to COOPER ST	370	25	25		95	Excellent
ELLICE AVE	SADDLE MT RD to PRIEST RAPIDS RD	264	25	25		95	Excellent
ELLICE AVE	SECOND ST to THIRD ST	317	22	22		90	Good

		Unit price
Gravel conversion	\$	23.00
		Sub total

	Unit price	Cost
Contract	\$	1,099,237
Design	\$	87,939
CE	\$	109,924
Total	\$	1,297,100

Request \$ 1.3M for orange and