



CITY OF MATTAWA
COUNCIL MEETING AGENDA
JANUARY 05, 2023
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: Bodrero/CAD Homes Development Agreement

IV. Consent Agenda/Informational:

- Minutes- Council Meeting 12/15/22
- Housing Action Plan – Deliverable 1
- 2022 Claims EFT & Checks Approval #19572-19605 - \$460,632.89
- 2022 Payroll EFT & Checks Approval #31827-31833 - \$121,088.27
- 2023 Claims Checks Approval #19606-19614 - \$166,673.51

V. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

None.

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

- 1. Water General Facility Charge Update**
- 2. Agreement for Reimbursement of Hiring & Training Expenses – MPD**
- 3. Resolution 23.01.01 Community Events 2023**
- 4. Progress Estimate 12 – Phase III Equipment Installation**

VIII. Adjournment:

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MATTAWA
AND CAD HOMES, LLC

FOR THE ANNEXATION AND ZONING OF THE BODRERO ESTATES DEVELOPMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this X day of December 2022, by and between the City of Mattawa, a Washington State municipality ("City"), CAD Homes, LLC, a limited liability company organized under the laws of the State of Washington, ("Developer"), and The Heirs and Devisees of Ivan Bodrero, deceased, c/o Rex Bodrero, ("Owner"). The City, Developer, and Owner may each be individually referred to herein as a "Party" or collectively as "the Parties".

Formatted: Font: 12 pt, Font color: Auto

~~THIS DEVELOPMENT AGREEMENT is made and entered into this X day of XX 2022, by and between the City of Mattawa, a Washington State municipality, hereinafter the "City" and CAD Homes LLC, a limited liability company organized under the laws of the State of Washington, hereinafter the "Owner" or "Developer."~~

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, ~~where appropriate to provide additional land use approval and mitigation certainty, especially for larger scale developments intended to be constructed as a unified whole, but over a period of several to many years.~~ (RCW 36.70B.170); and

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));

Formatted: Font: 12 pt, Font color: Auto

Formatted: Justified, Space Before: Auto, After: Auto

Formatted: Font: (Default) Times New Roman

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)); and

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); ~~and~~

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)); ~~and~~

~~WHEREAS, the Developer is under contract to purchase the Property (as defined in Section 3) from Owner, and plans to develop the Property, and Owner agrees to the terms of this Agreement;~~

Formatted: Font: 12 pt, Font color: Auto

~~WHEREAS, the City received a petition to annex the Property (as defined in Section 3) into the City of Mattawa (the "Annexation");~~

Formatted: Justified, Space Before: Auto, After: Auto

~~WHEREAS, this Development Agreement by and between the City and Developer (hereinafter the "Development Agreement"), relates to the development known as the 'Bodrero Estates Development', which is described in Exhibit A (being Parcel #191539000) (hereinafter the "Property"); and~~

Formatted: Justified, Space Before: Auto, After: Auto

WHEREAS, the following events have occurred in the processing of the Developer's 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 Mattawa Planning Agency on September 15, 2022. The Planning Agency recommended approval, ~~which is~~ subject to ~~the~~ conditions as set forth in Ordinance No. ~~_____~~.
- b) After a public hearing, ~~held on _____, 2022, by~~ Ordinance No. ~~_____~~, the City Council authorized the Mayor to sign this Development Agreement with the Developer; ~~and~~

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

WHEREAS, the ~~Owner-Developer~~ has agreed to take certain actions as a condition of ~~the Annexation~~ to mitigate the impacts; ~~and~~

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

WHEREAS, ~~Owner the Developer voluntarily~~ agrees to enter in-to this Agreement to provide assurances for certain improvements as specified herein, as a condition of Aannexation; ~~and~~

WHEREAS, the ~~agreement of the Developer to annex the Property into the City and to 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 A~~agreement but for such agreement and assurances by the ~~OwnerDeveloper~~; and

WHEREAS, the Developer is entering into this Agreement to guarantee the Annexation of the Property and the Residential Single-Family (R1) zoning designation by the City, and to provide certainty to the Developer for the planning, development, and use of the Project on the Property.

Now, therefore, the parties hereto agree as follows:

Formatted: Font: (Default) Times New Roman
Formatted: Normal, Indent Left: 0.25", Hanging: 0.2"

GENERAL PROVISIONS

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

Formatted: Font: 12 pt, Font color: Auto

Formatted: Justified, Space Before: Auto, After: Auto

Section 1. Recitals. ~~The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.~~

Section 12. Ownership of Property. ~~Owner hereby covenants and warrants to the City that Owner and Developer are under contract for the sale of the it is the owner of the Property to Developer. As such, Developer has sufficient control over the Property to enter into -free and clear from any encumbrances that prohibit this Agreement. Owner Ffurthermore, covenants and warrants that the person(s) executing this Agreement below have the right, authority, and capacity to enter into this Agreement. Owner acknowledges that the City has relied on the foregoing representations in connection with its decision to enter intois expressly a Party to this Agreement.~~

Formatted: No underline

Section 23. Inducements of City Services and Commitments. Based on ~~the Owner and Developer's~~ acknowledgement and representation to the City that ~~Owner-Developer is the owner of the Property and that the Owner is specifically~~ empowered ~~with appropriate control over the Property to legally to~~ enter into this Agreement, the City ~~is agrees to authorize the Annexation, willing to~~ provide City-municipal services, and abide by the commitments hereunder ~~in return for the Owner's agreement to voluntary annexation following the date of the Adopting Ordinance.~~

Formatted: Underline

Section 34. The Project. The Project is the Annexation, development and use of the Property, consisting of roughly 40.50 acres, more or less, in the City of Mattawa Specifically, Permit #ANNEX-2022-05 describes the Project as an-including an annexation of a single tax parcel, #191539000 within the City of Mattawa Urban Growth Area (UGA).

Section 45. The Subject Property. The Property, Project site is legally as described in Exhibit A, attached hereto; and incorporated herein by this reference, is the single tax parcel #191539000 located within a portion of Section 35, Township 15 North, Range 23 East, W.M. City of Mattawa, Grant County, WA.-

Formatted: Font: 12 pt, Font color: Auto

Section 56. Title Evidence and Survey.

Formatted: Underline

~~A.~~ As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner 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 Owner shall provide a Joinder, Consent and Subordination of all mortgagees to this Agreement prior to the execution of this Agreement by the City.

Formatted: Font: (Default) Times New Roman

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

A.
~~B.~~ As a condition ~~precedent to the execution~~ of this Agreement by the City, the ~~Owner-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.

B.

Section 67. Definitions. As used in this ~~Development~~ 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 identification of that term.

~~A. A. —“Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.~~

Formatted: Font: (Default) Times New Roman

~~A. —“Ordinance(s)” means a piece of legislation acted upon by the City of Mattawa.~~

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~B. A.~~

~~B. —“Annexation Area” means the area identified in Exhibit A.~~

Formatted: Font: (Default) Times New Roman

~~C. —“Certificate of Occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.~~

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~B. D. —“Council” means the duly elected legislative body governing the City of Mattawa.~~

Formatted: Font: (Default) Times New Roman

~~C. A.~~

~~C. E. —“Effective Date” means the effective date of the City’s ordinance annexing the Property into the City of Mattawa Annexation Area.~~

Formatted: Font: (Default) Times New Roman

~~D. A.~~

~~E. F. —“Existing Land Use Regulations” means all of the following in effect on the Effective Date: Ordinances adopted by the City Council 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 Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, SEPA, Concurrency Ordinance, 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, 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 be consisting of the applicable Existing Land Use Regulation. Existing Land Use Regulations do not include non-land use regulations, which include taxes and impact fees.~~

Formatted: Font: (Default) Times New Roman

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

~~F. —“Preliminary Plat” means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, and other elements of each of the subdivision phases of the Project.~~

~~G. —“Final Plat” means the final drawing of each of the subdivision phases of the Project.~~

Formatted: Font: (Default) Times New Roman

~~G. —“Landowner” is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is identified in Section 9 of this Agreement.~~

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~H. —“Project” means the anticipated development of the Subject Property, as specified in Section 4 and as provided for in all associated permits/approvals, and all incorporated exhibits.~~

Section 78. Exhibits. Exhibits to this Agreement are as follows:

A. Exhibit A – Legal description of the Subject Property.

- B. Exhibit B – Authorization ~~for from~~ Owner to Developer establishing control of the Property ~~CAD Homes to act as the Developer~~
- C. Exhibit C – ~~Proposed d~~Development phasing ~~exhibits~~ and schedule
- D. ~~Exhibit D – Supplemental application materials and documentation~~

Formatted: Justified, Indent: Left: 0.25", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Section 9. Parties to Development Agreement. The parties to this Agreement are:

- A. The "City" is the City of Mattawa, 521 Government Road, Mattawa WA 99349
- B. The "Developer" or "Owner" is CAD Homes LLC, 151 S Hamilton Rd, Moses Lake WA 98837.
- C. The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Formatted: Indent: Left: 0.25", First line: 0"

Section 810. 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.

Formatted: Justified

Section 911. Term of Agreement. This Agreement shall commence upon the ~~E~~ffective ~~D~~ate of the City's ordinance annexing the Annexation Area and shall continue in force for a period of ~~five~~ (5) years with two (2) automatic one (1) year extensions, or as amended unless extended or terminated as provided herein. Automatic extensions shall be valid only if the Developer is actively working on the Project and if necessary to complete Project buildout. Furthermore, in the event a Preliminary Plat application is submitted and deemed complete, and the Developer is reasonably proceeding with development of the applicable portion of the Project, this Agreement shall be automatically extended and continue in force and effect until the completion of the applicable portion of the Project. ~~This Agreement shall be void and of no effect if the City shall not annex the Annexation Area. The Term of Agreement applies to this Agreement and amendments to this Agreement, including subdivision, and shall under no circumstances exceed five (5) years. 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 Landowner.~~

Formatted: Font: (Default) Times New Roman

Formatted: Justified

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman, Font color: Auto

Section 102. Zoning and Development Standards. Upon the Effective Date, the Property will have a Residential Single-Family, Medium Density (R-1) zoning designation applied.

Formatted: Font: (Default) Times New Roman

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Underline

Formatted: Font: 12 pt, Font color: Auto

Formatted: Justified

Pursuant to State annexation regulations, the City is required to establish a comprehensive plan and zoning designation for annexed property. The City's adopted zoning designation is Residential Single-Family R-1 consistent in density and character with Grant County's Comprehensive Plan UGA designation of Urban Residential 2. However, the Annexation Area is not vested by this Agreement in the comprehensive plan or zoning designations or in the development standards in place at the time of annexation; all such comprehensive plan and zoning designations are currently in the process of being updated and may be amended under the procedures set forth in the City's municipal code. The Owner agrees that these zoning and development standards shall govern development of the property until such time as the City Council amends the standards as part of its current comprehensive plan and development regulations update. The City may propose or the owner may apply for different zoning. The entirety of the Annexation Area will have a Residential Single-Family, Medium Density (R-1) zoning designation applied at the time of annexation.

Formatted: Underline

Owner agrees not to develop their respective property until such time as the City determines that public facilities to serve the proposed development identified within the applicable Capital Facilities Plan for the City or appropriate jurisdiction or service district are have sufficient capacity and are reasonably funded. "Reasonably funded" shall be defined as having identified revenue sources that are capable of being realized over a six year CFP period. For the purposes of this Section, public facilities shall include: water, sanitary sewer, and transportation.

Section 13. Other Development Regulations. The Annexation Area is not vested by this Agreement in any other development regulations or land use decisions applicable to the development of the Annexation Area.

Section 114. Annexation. The City shall undertake any and all necessary action to complete the Annexation no later than the 1st day of February 2023, unless the Parties mutually agree to a later date for completion of the Annexation (the "Annexation Approval Date"). In the event the Annexation is not approved by the Annexation Approval Date, Developer shall have the option to terminate this Agreement. In such event, this Agreement shall have no force or effect whatsoever. In reliance upon the provisions of this Agreement, the city hereby agrees to annex the Annexation Area in accordance with RCW 35.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Justified

Section 125. 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; provided that, amendments to the Existing Land Use Regulations adopted by the City through the 2023 Comprehensive Plan and Mattawa Municipal Code Amendment process shall apply to the Project, with the exception that any such amendments shall not alter the effect and vested status of any Existing Land Use Regulation specifically addressed by a provision set forth in this Agreement.

- Formatted: Underline
- Formatted: Font: 12 pt, Bold, Not Italic
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font: 12 pt

~~Section 13. Development Permits. Owner agrees to develop the Annexation Area as a residential development with primarily single family residences. Owner agrees to provide a portion of such residential development at affordable prices. Owner agrees to submit applications for the residential development and other development permits for the development of the Annexation Area, and to develop the Annexation Area within five (5) years of annexation. Owner agrees to submit a final conceptual plan showing location of future homes, phasing plan, location of park and walkways, streets, water, sanitary sewer, and other public improvements within one year after the effective date of the annexation. Permitted Uses 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:

- Formatted: Underline
- Formatted: Normal, Space Before: 0 pt, After: 0 pt, No bullets or numbering, Tab stops: Not at 0.75"
- Formatted: Font: 12 pt, Bold, Not Italic
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font: 12 pt, Italic, Font color: Auto

A. Permitted and Accessory Use

i. Permitted Uses

1. Single-Family Dwellings
2. Two-Family Dwellings (Duplex)
3. Residential Planned Development
4. Mixed Use Planned Development
5. Covered Outdoor Patios (Attached Structure)
6. Fences

ii. Accessory Uses

1. Carport, Garage (Detached Structure)
2. Covered Outdoor Patios (Detached Structure)
3. Accessory Dwelling Unit

- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font color: Auto
- Formatted: No underline, Font color: Auto
- Formatted: Font: 12 pt, Font color: Auto

B. Density

- i. Within the first five (5) phases of the Project, including roughly 2/3 of the Property's overall acreage, as specified within Exhibit C, a density no greater than four (4) dwelling units per acre shall be allowed.

- ii. For future development of the remaining acreage excluded from the first five (5) phases, being roughly 1/3 of the Property's overall acreage, a density no greater than eight (8) dwelling units per acre shall be allowed unless amendments to the Existing Land Use Regulations adopted by the City through the 2023 Comprehensive Plan and Mattawa Municipal Code Amendment process specifically allow for greater densities.

C. Reserved Property

- i. Roughly 13.74 acres, or approximately 1/3 of the overall Property, will be reserved for the future development allowing residential or mixed uses to be developed with or without provision for a Planned Development District. Unless otherwise authorized by this Agreement, all plans, impacts, and mitigation measures will be addressed during site-specific development, concurrent or beyond the Terms of this Agreement.

D. Open Space and Recreation Facilities

- i. Developer shall provide either a public dedication of 2.025 acres of real property or a payment for fee in lieu of open space in the amount of 5% of the assessed property value. Dedication shall be made prior to or at approval of final plat for Phase 3. Upon dedication, requirements of park impact fees for the Property shall be considered satisfied.
- ii. Should Developer pursue an increased density beyond four (4) dwelling units per acre for the portion of reserved property as specified within Section 13 (C.), Developer shall either:
 - 1. Remit payment for fee in lieu of an additional 5% of the assessed property value;
 - 2. Dedicate an additional 2.025 acres of real property for the purpose of recreational facilities; or
 - 3. Finance and develop the prior dedicated land as a Community Park subject to the City of Mattawa Community Park Standards.
- iii. Prior to or at approval of final plat for Phase 3, Developer shall ensure sidewalk connection the existing 2.025-acre public dedication to Priest Rapids Drive at the intersections of N Williams Ave and N Ellice Ave is constructed, allowing for and satisfying the necessary pedestrian circulation.
- iv. Developer shall provide dedicated right-of-way for a pedestrian pathway should the pedestrian route exceed ¼ mile without provisions from existing and proposed circulation.

Formatted: Font: 12 pt, Font color: Auto

E. 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

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto

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 first five phases shall be submitted to the City prior to approval of final plat for Phase 1. Preliminary plat displaying a master plan of all phases shall satisfy this requirement. 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 Developer.

- Formatted: Font: Font color: Auto
- Formatted: Font: (Default) Times New Roman, Font color: Accent 1
- Formatted: List Paragraph, Justified, Indent: Left: 1.5", Space Before: Auto, After: Auto, Tab stops: 1.13", Left
- Formatted: Font: Bold, Underline
- Formatted: Font: Bold
- Formatted: Font: 12 pt, Font color: Auto

Section 14, Improvements. The Parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors such as market orientation and demand, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers and individual landowners of the Property to have the rate of development determined by Developer. However, the Parties acknowledge that because the Project will be phased, certain amenities associated with the Project must be available to all phases of the Project in order to address health, safety, and welfare of all residents. The anticipated phasing of the Project is set forth in Exhibit C, attached hereto and incorporated herein, in addition to Section 19 of this Agreement, and is subject to the following conditions:

- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font color: Auto
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: No bullets or numbering
- Formatted: Font: (Default) Times New Roman
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font: (Default) Times New Roman

A. General.

- i. Phasing or build-out of the Project shall be concurrent with timing of infrastructure improvements set forth herein and in accordance to Exhibit C.
- ii. Developer acknowledges that wastewater system improvements may include but may not be limited to a sanitary sewer lift station or off-site sewer improvements as required by the Project, to be determined and agreed upon at the time of Preliminary Plat approval. If temporary maintenance access is required, then a temporary easement for temporary access will be required to be shown on applicable plat documents. Any off-site improvements will be financed and/or reimbursed as outlined by this Agreement.
- iii. 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.
- iv. Portions of the site not proposed for immediate development shall remain undisturbed as much as possible to prevent potential impacts to air and to preserve/enhance any existing on-site vegetation. Exceptions to this include continued farming operations on portions remaining undeveloped.

- Formatted: Font: 12 pt
- Formatted: Font: (Default) Times New Roman
- Formatted: Font: 12 pt
- Formatted: Font: (Default) Times New Roman

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

- Formatted: Font: 12 pt
- Formatted: Font: (Default) Times New Roman, Underline
- Formatted: Font: (Default) Times New Roman
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Font: (Default) Times New Roman

is recommended. An Inadvertent Discovery Plan (IDP) shall be submitted prior to any ground disturbances.

Formatted: Font: (Default) Times New Roman, Font color: Auto

ii. A Traffic Impact Analysis ("TIA") will be required as a condition of annexation, prior to submittal of any land use application, and within six (6) months of the Effective Date. The TIA will be utilized to determine the requirement and extent of the following potential mitigation measures in accordance with the specified schedule:

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

1. Potential off-site improvements to Priest Rapids Drive to be fully constructed or bonded for prior to approval of final plat for Phase 1. Off-site improvements will be financed in accordance with Section 17 of this Agreement.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

2. Potential off-site improvements for the immediate connection and continuation of N Williams Avenue and N Ellice Avenue to be fully constructed or bonded for prior to approval of final plat for phase 1. Off-site improvements will be financed in accordance with Section 17 of this Agreement.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

3. Potential off-site improvements for the immediate connection of N Portage Avenue to be fully constructed or bonded for prior to approval of applicable phase. Off-site improvements will be financed in accordance with Section 17 of this Agreement.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

4. Any other off-site mitigation measures as determined necessary by the TIA, and in accordance with applicable phase, subject to the financing and reimbursements as outlined by this Agreement.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

iii. Developer assumes that a Geotechnical Analysis will be required as part of submittal for preliminary plat. The Developer agrees to have analysis and reporting completed within six (6) months of the Effective Date.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

C. Off-Site Improvements.

i. Developer agrees to construct the pro-rata share for improving the connection of N Williams Avenue and N Ellice Avenue prior to approval of Final Plat for Phase 1.

Formatted: Font: (Default) Times New Roman, Underline

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, No underline, Font color: Auto

ii. Developer agrees, unless otherwise required as mitigation for traffic impacts outlined by the TIA, to construct the pro-rata share of improving the connection of N Portage Avenue at time of development for the reserved portion of the Property, as defined within Section 13 (C).

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

iii. As a proposed cost saving measure, the Developer agrees to constructing full-width improvements for the connections at N Williams, N Ellice, and N Portage Avenues, subject to the financing and reimbursements as outlined by this Agreement.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

D. On-Site Improvements.

i. Developer agrees to construct full-width street and utility improvements in accordance with the City's Developer Standards for all streets proposed within 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

Formatted: Font: (Default) Times New Roman, Underline

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

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.

Formatted: Font: 12 pt

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.

Formatted: Font: (Default) Times New Roman

iii. Developer understands and agrees that temporary emergency turnarounds may be required for individual phases of the Project, as determined necessary by the City of Mattawa Public Works Department and Fire Code Official. Should a requirement be a condition of Preliminary Plat, then a temporary easement(s) for the temporary emergency turnarounds shall be required to be shown on applicable plat documents.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

iv. Specific to the applicable phase, the Developer shall either complete any required on-site improvements or submit a bond or alternative security in the amount of one hundred fifty percent (150%) of the cost of the actual construction remaining prior to submitting application materials to the City of Mattawa for the approval of individual phased Final Plat(s).

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman

1. The Developer shall submit documentation of the cost of construction to the City Engineer to support the determination of the amount required for bond or alternative security.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

2. Bonds or alternative security for major subdivisions shall be in effect for two (2) years and shall be on forms approved by the City Attorney.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

3. The City shall furnish the Developer an Affidavit of Completion and Letter of Exoneration within fourteen (14) consecutive days of any bonded improvements being satisfied and accepted by the City.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

E. Level of Service Standard (LOS).

Formatted: Font: 12 pt, Font color: Auto

i. The City and Developer agree that the following Level of Service Standards (LOS) shall govern development of the Property. Any LOS not meeting the LOS standard shall be mitigated appropriately through typical permitting processes.

Formatted: Font: (Default) Times New Roman, Underline

Formatted: Font: 12 pt, Underline

Formatted: Font: (Default) Times New Roman

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.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman, Font color: Auto

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 each phase of development prior to individual approval of final plat(s) to ensure LOS standards are met.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

3. Parks and Recreation. LOS standard is 1.5/acre per 1,000 residents. The City and Developer agree a dedication of 5% of real property or payment for Fee in Lieu of 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.

Formatted: Font: (Default) Times New Roman

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) as effort to ensure water LOS standards are met.

Formatted: Font: 12 pt, Font color: Text 1

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, Font color: Auto

5. Streets. LOS standard is LOS C or better citywide with a volume to capacity ratio of $0.70 < V/C < 0.80$ or better. The City intends to provide improved traffic circulation at the intersections of Portage Avenue and Priest Rapids Drive, Ellice Avenue and Priest Rapids Drive, Williams Avenue and Priest Rapids Drive. Based on the findings and recommended mitigation measures provided by the Traffic Impact Analysis, the Developer may need to construct their pro-rata share of off-site improvements which could include, but may not be limited to crosswalks, lighting, and signage on Priest Rapids Drive at the intersections of Portage, Ellice, and Williams as effort to achieve a LOS "C" or better.

Formatted: Font: (Default) Times New Roman

Formatted: Justified, Space Before: Auto, After: Auto, Outline numbered + Level: 4 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2", Tab stops: 1.13", Left

Affordable Housing. The City and Developer agree that the primary goal of the Project is to provide affordable housing options to the City of Mattawa.

F.

Formatted: Font: (Default) Times New Roman, Underline

Formatted: Font: (Default) Times New Roman

Formatted: List Paragraph, Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Indent: Left: 0.45"

Section 16. Public Improvements. In addition to any other improvements subsequently determined to be necessary as a condition of development for any portion of the Annexation Area, Owner agrees to perform the following additional obligations at the time of the subdivision or development of the Annexation area, whichever is sooner:

A. Dedicate a minimum of 2.025 acres of real property to the City for a Community City park in the Annexation Area ("Community Park Property"). The Community Park Property shall be located [redacted] within the [redacted] portion of Annexation area. Owner shall dedicate the Community Park Property to the City prior to or at approval of final plat for phase 1 of single family residential development. The Community Park Property dedicated to the City shall satisfy the City's requirement for park impact fees. Owner shall develop Community Park Property to City of Mattawa Community Park standards. The Owner may defer the development of the Community Park Property until prior to approval of a final plat for the 50th single family, or Phase 3, lot so long as the financial guarantee provisions Section 16 D of this Agreement are satisfied.

B. Owner shall dedicate a pedestrian path connecting the Community Park to the Annexation Area and providing for safe routes to school, and shall design the network for future expansion and connection of existing and planned future pedestrian paths on adjacent properties. Dedication shall take place at or prior to approval of a final plat for phase 1 of future development. Owner shall develop the pedestrian path network to City of Mattawa pedestrian path standards. Owner may defer the development of the pedestrian path network until prior to

approval of a final plat for the 50th single family lot, or Phase 3, whichever is sooner, so long as the financial guarantee provisions of Section 16-D of this Agreement are satisfied.

-C. Owner shall dedicate right-of-way sufficient for a north/south collector roadway as a continuation of Portage Avenue prior to approval of final plat for phase 1 of future development. The right-of-way width shall not exceed 70 feet for a full street section, and shall not exceed 35 feet for a half-width section, so long as this width is consistent with any traffic analysis required as a part of the Development application. Owner shall construct the north/south collector, including all underground utilities, prior to approval of final plat for Phase 3 or as required by the traffic impact analysis findings, whichever is sooner, so long as the financial guarantee provisions of Section 16-D of this agreement are satisfied.

-D. For the development of the public improvements described herein, the Owner may defer the construction of the improvements until the final plat for the 50th single family lot, or Phase 3, whichever is sooner, upon the City's approval of a surety bond or other financial guarantee acceptable to the City which provides for and secures the actual construction of the public improvements as provided for in Mattawa Municipal Code 16.170.120 as adopted or hereafter amended.

-E. The City intends to provide improved traffic circulation at the intersections of Portage Avenue and Priest Rapids Drive, Ellice Avenue and Priest Rapids Drive, Williams Avenue and Priest Rapids Drive connecting this development to Saddle Mountain Drive. Owner agrees that this traffic improvement will provide a benefit to the Property; by this Agreement Owner agrees to contribute to the funding for this needed improvement by paying a voluntary assessment in an amount proportional to the impacts of the development in relation to the overall capacity of the street improvements. This amount shall be determined by a traffic impact analysis to be completed by Owner prior to annexation and approved by the City. Owner agrees not to protest the formation of any district or improvement area that may be formed for the construction of the improvement and the levying of the assessment. The Owner agrees that this voluntary assessment is necessary to mitigate direct impacts of the annexation and subsequent development of the Property.

Section 17. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication 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 Subject Property shall be those set forth in (a) this Agreement, (b) the City of Mattawa Municipal Code, (c) the Decision of the City Council, (d) the permits and approvals identified herein, and (e) all exhibits incorporated herein.

A. **Current Standards:** As of the Effective Date and based on the current zoning, R-1, for the Property, as outlined in Mattawa Municipal Code (MMC), the calculated maximum density shall not exceed four units per acre as set forth in Title 17.14.030 MMC.

B. **Current Maximum Residential Units.** Regardless of future comprehensive plan, zoning, and development standards amendments and updates, the parties agree that the number of residential units within the Project on the Property shall not exceed 162.

Formatted: Left, Indent: Left: 0.45", No bullets or numbering

~~C. **Road Standards.** 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 drives. 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 shall be submitted to the City prior to the Effective Date. Furthermore, the road standards (public and private) identified in this Agreement and within the subdivision application shall serve as the approved standards for the Project and these standards will supersede any code language that is in conflict with these standards unless mutually agreed to by the City and Developer.~~

Formatted: Left, Indent: Left: 0.45"

~~**Section 158. Minor Modifications.** Minor modifications mean changes to this Agreement which do not require public notice and hearing prior to implementation but which do require administrative approval. The Parties otherwise agree that a Minor Modification is one which does not change the beneficial use of the Property, unless otherwise outlined by this Agreement. ~~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.~~~~

Formatted: Font: 12 pt

Section 169. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, 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 1720. Financing of Public Facilities.

Formatted: Font: (Default) Times New Roman, Bold

~~A. Developer acknowledges and agrees that they shall participate in the pro-rata share of the costs of off-site public improvements for the connection of N Williams Avenue and N Ellice Avenue, as applicable and outlined by this Agreement.~~

Formatted: Font: (Default) Times New Roman, Bold

Formatted: Font: 12 pt, Font color: Auto

~~B. Developer agrees to construct full-width street and utility improvements in accordance with the City's Developer Standards for all streets proposed within the Property.~~

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

~~At the request of Developer, the City shall pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands, and improvements to serve the Property, whether located within or outside the Property. To the extent allowed by law, the City shall address any reimbursement mechanism to Developer for expenses incurred by Developer associated with the Project, subject to the City's Ordinances and State law. In consideration of and as a condition of the City's agreement to annex the Property, Developer agrees to provide a surety bond, approved by the city attorney, in an amount equal to the estimated costs (as~~

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

determined by the City's engineers) of public infrastructure improvements required pursuant to this Agreement. The surety bond may be replaced or updated following annexation to reflect public infrastructure improvements as those are completed by Developer and accepted by the City.

C.

Section 1281. Existing Land Use Fees and Impact Fees.

~~Developer shall pay any required impact fees as incurred from time to time on a per phase basis, in accordance with this Agreement.~~

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 -and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.~~

B.

~~During the term of this Agreement, all All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Mattawa Municipal Code and ordinances.~~

C.

Section 1922. Phasing and Schedule. The Project follows a "Phased Approach", as described within Exhibit C of this Agreement, allowing the Developer to complete any applicable final platting requirements from time to time, across multiple phases, with exception to portion of Property outlined by Section 13 (C.) and in conjunction with following;

A. The first five (5) phases are estimated to consist of the procurement of 18-20 residential lots each, across roughly 2/3 of the overall Property, resulting in a maximum density of 108 dwelling units,

B. Prior to submitting a Preliminary Plat application to the City, the Developer shall request and attend a pre-application conference, pursuant to Existing Land Use Regulations, allowing for the discussion and consideration of, but not limited to, any required application materials, impact studies or analysis, anticipated development disruptions, or general development concurrency,

C. Developer shall extend or install any required off-site improvements, agreeable to both Parties, in accordance with Existing Land Use Regulations, and as outlined within this Agreement,

D. Developer shall dedicate any or all water rights to the City of Mattawa as a condition of the Preliminary Plat approval, pursuant to Existing Land Use Regulations,

Formatted: Font: (Default) Times New Roman, Font color: Text 1

Formatted: List Paragraph, Justified, Space Before: Auto, After: Auto, Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 1.13", Left

Formatted: Font: Not Bold

Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Times New Roman

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman

Formatted: Normal, No bullets or numbering

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Bold, Not Italic, Font color: Auto

Formatted: Font: 12 pt, Bold, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Justified

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, Italic, Font color: Auto

E. Developer agrees to a dedication schedule as outlined within this Agreement.

Formatted: Font: (Default) Times New Roman

F. Immediately following the pre-application meeting the City shall furnish Developer a proposed schedule with the anticipated availabilities for service connections, allowing Developer to properly plan for submittal of each individual phased final plat.

Formatted: Font: 12 pt, Italic, Font color: Auto

G. Upon completion of the preceding phase, the City shall immediately notify Developer of their capacity to service the next phase of lots. If no immediate notification is provided, Developer shall be afforded the option to proceed as desired with the submittal of final plat for the next phase of the Project. Should the City provide notice that requested connections are unavailable, a detailed timeline for availability shall be provided within fourteen (14) consecutive days of request from Developer.

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman

H. The City and Developer agree that there is no limitation on the period of time that may elapse between phases provided that all improvements within the prior phase have been properly satisfied.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: Italic, Font color: Auto

Formatted: Font: (Default) Times New Roman, Italic, Font color: Text 1

Improvements and Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Project will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety, and welfare of the residents. The anticipated phasing of the Project is set forth in Exhibit C, attached hereto and incorporated herein, which is intended to be representative only. Phase or build-out of the Project will be subject to the following conditions:

Formatted: Indent Left: 0.5", Space Before: 0 pt, After: 0 pt, No bullets or numbering, Tab stops: Not at 1.13"

Formatted: Underline

Formatted: Font: Bold, Not Italic, Underline, Font color: Auto

Formatted: Font: Bold, Not Italic, Font color: Auto

Formatted: ... [1]

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: No bullets or numbering

Formatted: Font: Font color: Auto, Pattern: Clear

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt

Formatted: Font: Font color: Text 1

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: ... [2]

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Section 20, Reviews, Approvals, and Inspections. Application reviews and approvals for the Project, including construction and building inspections, shall timely comply with State Law, Existing Land Use Regulations, and the following schedule:

A. If Developer delivers a written request to the City for a pre-application meeting or meeting to discuss any desired portion(s) of the Project with the City ("Meeting Request"), the meeting shall be scheduled for, and occur, within fourteen (14) consecutive days following the Meeting Request.

Formatted: Font color: Auto

Formatted: Font: 12 pt

Formatted: Font: Font color: Text 1

B. Preliminary Plat applications with associated application materials, including a SEPA Environmental Checklist, for the first phase of the Project shall be submitted within six (6) months of the Effective Date.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

C. Developer acknowledges that necessary governing agency will have opportunity to review and provide comment on the Project, resulting in potential conditions of approval. Agencies acknowledged include, but may not be limited to:

i. Applicable Departments within the City of Mattawa.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

ii. Applicable Departments within Grant County

Formatted: Font color: Auto

iii. Applicable Departments within Washington State.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

iv. Utility Providers.

Formatted: Font: 12 pt, Font color: Auto

v. Telephone and Communications Companies

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

vi. Applicable Irrigation Districts

- D. As required by law, any additional mitigation measures must have a sufficient nexus and rough proportionality to the alleged adverse impact created by the Project.
- E. If Developer delivers a written request to the City or its representatives for a construction or building inspection by the City or its inspection agent ("Inspection Request") during regular business hours, the inspection shall be scheduled by the City, and occur, within one (1) business day following the Inspection Request.
- F. If Developer delivers a written request to the City of Mattawa Public Works Department for a pre-construction conference in accordance with Section 14 (A.) ("Conference Request"), the conference shall be scheduled by the City, and occur, within three (3) business days following the Conference Request.
- G. If Developer submits Final Plat application materials to the City for written comment ("Comment Submission"), the City and the applicable reviewing agencies shall furnish the written comments to Developer within fourteen (14) consecutive days of the Comment Submission.
- H. If the Developer submits final subdivision drawings to the City for routing and delivery to the County Auditor for final recording ("Routing Submission"), the City shall route and deliver the drawings to the County Auditor for final recording within seven (7) consecutive days of the Routing Submission.

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: Font color: Auto, Pattern: Clear

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: Font color: Auto, Pattern: Clear

Formatted: Font: 12 pt

Formatted: Font: Font color: Text 1

Formatted: Font: 12 pt, Font color: Auto

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~Phasing or build-out of the Project shall be limited based on the timing of infrastructure improvements set forth herein.~~

~~Upon completion of Phase 3 as identified in Exhibit C, all required infrastructure improvements including but not limited to, sewer, water, and traffic improvements not identified in Section 16, shall be fully completed or bonded for pursuant to Section 12 for the remaining Project phases as set forth in Exhibit C.~~

~~Unless otherwise provided for herein there is no limitation on the period of time that may elapse between phases. There is no requirement that phases must be comprised of a certain type of housing, provided, however that the housing is permitted within the R-1 Zoning District and the affordable housing requirement is met. Phases must be completed in the sequential order as set forth in Exhibit C. Phase I set forth in Exhibit C shall include traffic access from Portage, William, and Ellice avenues to the Project. Any phase shall make adequate provision for all necessary improvements to provide for the health, safety, and welfare of the residents, including street improvements, pedestrian facilities, potable water and fire flow facilities, sewer facilities, and other utilities.~~

~~In the final plat for each phase Developer may designate tracts for future development, open space, stormwater, signage, common areas, and the like, which tracts shall not count against the residential unit limitations set forth elsewhere in this Agreement; provided, however, that in the event building permits for residential units within a tract designated as a future phase of development are sought during the term of this Agreement, the applicable residential unit limitations shall apply.~~

~~Following approval of the subdivision application for the entire Project and the initial phase of the Project, each subsequent phase of the Project shall be administratively processed consistent with Chapter 17, Major Subdivisions, Title 16, MMC (as of the Effective Date and not as amended) and this Agreement unless the applicant proposes a substantive amendment outside of the original approval. "Substantive amendment" as used herein shall mean an amendment to the formal notes on an approved plat or conditions of approval of the plat. "Minor amendments" shall be approved administratively and include, for example, such matters as lot line reconfigurations and lot line eliminations (that do not increase the overall residential lot or unit count), and road alignment adjustments to reflect future design and construction (that do not alter the road standards as described in Sections 16, above).~~

~~Developer understands and agrees that each phasing proposal will be reviewed by the Public Works Department and the Fire Code Official to determine if a temporary emergency turn-around will need to be installed. If so, then a temporary easement(s) in the adjacent future tract for the constructed temporary turnaround will be part of the phased plat documents.~~

~~Properties within the Columbia Basin Irrigation District right-of-way will require coordination by the Developer with the Columbia Basin Irrigation District at time of subdivision application in accordance with RCW 58.17.310 and irrigation right-of-way provisions pursuant to RCW 87.03.~~

~~The City of Mattawa Public Works Department will conduct an onsite pre-construction conference with the Developer before written authorization to proceed will be issued for each Phase.~~

~~During construction, any release of oil, hydraulic fluids, fuels, other petroleum products, paints, solvents, or other deleterious materials must be contained and removed in a manner that will prevent their discharge into water or soil. The cleanup of spills shall take precedence over other work on the site.~~

~~The Developer is required to obtain all state, local and federal permits including but not limited to the following required permits:~~

~~The Developer must apply for coverage (including any applicable exemptions) under the Department of Ecology's Construction Stormwater General Permit at least 60 days prior to start of construction of any phase. Additionally, discharge from dry wells must comply with the ground water quality requirement (non-endangerment standard) at the top of the ground water table.~~

~~City of Mattawa approval of Erosion, Sediment and Dust Control Plans integrated with Interim Stormwater Management Plans prepared in accordance with the Department of Ecology Stormwater Management Manual for Eastern Washington.~~

~~City of Mattawa Mass Grading Permit; Building Permits~~

~~Developer will submit an Environmental Checklist associated with this Agreement and the subdivision application for the Project with associated comment period. After consideration of all comments, the City's responsible official will issue a determination. This Agreement and associated determination shall be incorporated into and govern the SEPA review requirements for every building permit, development application, and phase of development within the Project.~~

~~Since ground disturbance leads to weeds and dust, the portions of the site not proposed for development at this time shall remain undisturbed as much as possible. Disturbed areas that will not be built on, paved, or landscaped for more than 45 days shall be stabilized through long term methods such as establishing dryland grasses or native shrub/steppe. The Developer shall ensure that nuisances, such as weeds and dust that are not otherwise ordinarily occurring, do not develop.~~

~~To facilitate orderly flow of traffic, provide safe pedestrian facilities, and provide sufficient utility connections, the developer shall construct full width street and utility improvements in accordance with the City's Developer Standards for all streets within the plat and shall connect the streets to existing improved City streets. These connections shall follow the City's local street standards. In addition, street construction will be designed to promote pedestrian facilities and improvements. Developer shall construct full width street and utility improvements as noted in Section 16, above. Cul-de-sacs will not be permitted.~~

~~The City and Developer agree that sewer and water service for the Project will be solely provided by line extensions and that no off-site sewer or water improvements or analysis are required as a condition to the development of the Property consistent with this Agreement. If temporary maintenance access is required, a temporary easement(s) in the adjacent future tract for the constructed temporary access will be part of the phased plat documents. Sewer and water connection fees and plant investment fees that are generally applicable to all customers served by the City shall be paid at the time of building permit application.~~

~~Developer agrees and understands that wastewater system improvements may include, but are not limited to, a sanitary sewer lift station or offsite sewer improvements as required by the Project, to be determined and agreed upon at time of subdivision approval. If temporary maintenance access is required, a temporary easement(s) in the adjacent future tract for the constructed temporary access will be part of the phased plat documents.~~

~~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 archaeological supervision is recommended. An approved Inadvertent Discovery Plan (IDP) shall be submitted at the time of building permit application.~~

~~A traffic impact analysis will be required as a condition of and prior to annexation. Developer understands and agrees that traffic mitigation requirements may include, but not limited to, the following:~~

~~Street improvements to accommodate high traffic flow due to the development, including offsite improvements on Priest Rapids Drive.~~

~~Portage Avenue build-out and continuation at the development of Phase 3.~~

~~Street continuation of Ellice and Williams avenues for future connections north.~~

~~Future improvements to the property on the west side may require additional analysis. Full mitigations cannot be determined until the land use for that property is identified.~~

~~Other mitigations as identified in the traffic impact analysis to be completed at subdivision level.~~

~~The City and Owner understand that level of service is a nexus that must be maintained to address health, safety, and welfare of the residents and ensure consistency with the Comprehensive Plan and related plans. The maximum density of the Project as described in Section 17, above will add 162 housing units and 648 residents to the City, bringing the city's population total to 3,948. The Owner agrees that the following level of service standards shall govern development of the property until such time as the City Council amends the standards as part of its current comprehensive plan and development regulations update:~~

~~**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.~~

~~**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 Owner shall coordinate with city's Police Department to ensure police officer levels are sufficient at four officers per 2,000 residents prior to occupancy of residential lots.~~

~~**Parks and Recreation.** LOS standard is 1.5/aces per 1,000 residents. The Owner shall dedicate a minimum of 2.025 acres per Section 16 of this agreement to maintain the parks and recreation LOS standard and meet requirements of MMC 16.20 "Open Space and Parks".~~

~~**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 Owner shall coordinate with city's Public Works Department and Engineering to ensure water level of service standards are sufficient prior to final plat of each phase as defined in this Agreement.~~

~~**Streets.** LOS standard is LOS C or better citywide with a volume to capacity ratio of $0.70 < V/C < 0.80$ or better. The City intends to provide improved traffic circulation at the intersections of Portage Avenue and Priest Rapids Drive, Ellice Avenue and Priest Rapids Drive, Williams Avenue and Priest Rapids Drive connecting the Project to Saddle Mountain Drive. The Owner shall provide offsite traffic improvements and pedestrian facilities, including but not limited to, crosswalks, lighting, and signage on Priest Rapids and Saddle Mountain drives at the intersections of Portage, Ellice, and William avenues in order to maintain LOS C or better.~~

Section 213. Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands ~~required in the accordance permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the~~with the following schedule:;

Road Rights-Of-Way.

~~A. Road Right-Of-Way, as contained within applicable phase, shall be dedicated to the City prior to or at approval of final plat of said phase. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.~~

~~A.
B. Dedication of Parks & Recreation. The Developer agrees to dedicate 5% of the gross area or 2.025 acres to a "Community Park" in accordance with MMC 16.20, as outlined in Section 16, above... Open Space and Recreation shall be dedicated in accordance with Section 13 (D.) of this Agreement.~~

Section 224. Default.

- Formatted: Font: (Default) Times New Roman, Underline
- Formatted: Font: (Default) Times New Roman, 12 pt
- Formatted: Normal, Space Before: 0 pt, After: 0 pt, No bullets or numbering, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
- Formatted: Font: 12 pt, Font color: Auto
- Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
- Formatted: No underline
- Formatted: No underline
- Formatted: No underline

~~A. Subject to extensions of time by mutual consent in writing. With exception to extensions of time by mutual consent in writing, or as otherwise provided by this Agreement, failure or delay by either Pparty or Landowner not released from this Agreement, 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 Pparty alleging such default or breach shall give the other Pparty or Landowner 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 this thirty (30) day notice period, the alleged defaulting Pparty or Landowner 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.~~

Formatted: Font: (Default) Times New Roman

~~A.~~

~~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 other non-defaulting, Pparty or Landowner to this Agreement may, at its option, institute legal proceedings against the defaulting Party, pursuant to this Agreement. 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 Development Agreement and the municipal, cCode, in force and effective on the date of this Agreement. -~~

Formatted: Font: (Default) Times New Roman

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Indent: Left: 0"

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

~~C. The defaulting Developer and Landowner shall be responsible to reimburse the City for all expenses, costs, and fees incurred in providing notice of default and pursuing the required cure.~~

Formatted: Indent: Left: 0", First line: 0"

Section 235. Termination. This Agreement shall expire and/or terminate as provided below:

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

Formatted: Font: (Default) Times New Roman

Formatted: Normal, No bullets or numbering

Formatted: Normal, Indent: Left: 0"

~~A. In the event the Annexation is not approved by the Annexation Approval Date, Developer shall have the option to terminate this Agreement. In the event, Developer elects to terminate this Agreement pursuant to this Section, Developer shall provide written notice of such election. In such event, this Agreement shall have no force and effect whatsoever.~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt

Formatted: Font: 12 pt

~~B. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals.~~

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font color: Auto

C. ~~This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and/or submits applications for development of the Property that are inconsistent with such permits and approvals.~~

Formatted: Font: 12 pt, Font color: Auto

D. ~~This Agreement shall terminate upon the expiration of the term of this Agreement pursuant to Section 9, or when the Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City.~~

Formatted: Font color: Auto

Formatted: Font: 12 pt

E. ~~Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the County that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any constructed dwelling unit or non-residential building and the lot or parcel upon which such residence or building is located when it has been approved by the City for occupancy.~~

Formatted: Font: Font color: Accent 1

Formatted: Font: 12 pt, Font color: Auto

Formatted: Indent Left: 0.25", Hanging: 0.25"

B. ~~This Agreement shall terminate upon the expiration of the term identified in Section 11 or when the Subject Property has been fully developed, which ever 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 246. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the ~~Subject Property~~, or any portion thereof, shall not affect any of the Developer's obligations to comply with the ~~land use entitlements approved City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved~~ with respect to the ~~Subject Property~~, or any other conditions of ~~any other the~~ development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 257. Effects upon Termination on City Obligations. Upon any termination of this Agreement as to the Developer of the ~~Subject 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.~~; and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions, or fees may then be established for such property pursuant to then-existing planning and zoning laws).

Section 26. Assignment and Assumption. Developer or Owner, whichever party is the fee title of the Property, shall have the right to sell, assign or transfer this Agreement and all of its right, title, and interest herein to any person, firm, or corporation at any time during the term of this Agreement, at their sole discretion. Developer/Owner shall provide the City with 30 consecutive days prior written notice of exercising its right to sell, assign, or transfer all or a portion of the Property. Any building permit submitted to the City for any individual residential lot shall be deemed sufficient notice for intent to construct and sell.

Formatted: Font: 12 pt, Bold, Not Italic, Underline

Formatted: Font: 12 pt, Bold, Not Italic

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt

Formatted: List Paragraph, Space Before: Auto, After: Auto, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: 0.88", Left

Formatted: Font: 12 pt, Font color: Auto

Section 278. Covenants Running with the Land. The terms, conditions and covenants set forth in this Agreement ~~and incorporated herein by the Exhibits~~ shall run with the land and the benefits and burdens shall bind and inure to the benefit of the ~~parties~~ Parties and their successors, assigns, and legal representatives, or Landowner. The ~~Owner~~ Developer, Landowner, and every purchaser, assignee, or transferee of an interest in the ~~Subject~~ 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 ~~Subject~~ 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 ~~a the~~ Developer contained in this Agreement, as such duties and obligations pertain to the portion of the ~~Subject~~ Property sold, assigned, or transferred to it.

Section 289. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual written consent of all of the ~~P~~ 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 ~~Subject~~ Property during the term of this Agreement, ~~if the City Council deems such amendments necessary to the extent required by a serious threat to public health and safety~~. Nothing in this ~~Development~~ 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 ~~Subject~~ Property through the termination date set forth ~~in by~~ Section ~~11-9~~, but any application of such amendments to the Project is subject to the terms and limitations set forth in this Agreement, above.

Section 2930. 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. Upon sale of each lot included in the Project, Developer shall have no further obligations relating to the sold, assigned, or transferred property, unless Developer is still bound by a performance bond as set forth in this Agreement.

Formatted: Font: 12 pt

~~Section 31. Indemnification. The Owner acknowledges that appeals or other actions outside the City's control may occur concerning the Property. The Owner specifically agrees 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 302. 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.

Formatted: Font: 12 pt

- A. City Notice Address: City of Mattawa, Attn: Mayor and City Attorney, 521 Government Road, Mattawa, WA 99349
- B. Developer Notice Address: CAD Homes, LLC, 151 S. Hamilton Road, Moses Lake, WA 98837
- C. Owner Notice Address: The Heirs and Devisees of Ivan Bodrero, deceased, c/o Rex Bodrero, 15412 Road 3 SW, Quincy, WA 98848

Formatted: Font: 12 pt, Font color: Auto

Formatted: No bullets or numbering

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

~~Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 9. Notice to the City shall be to the attention of both the Mayor and the City Attorney. 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.~~

Section 313. Reimbursements.

- A. Reimbursement of the Developer. Any reimbursement outlined by applicable sections of this Agreement shall be paid to the Developer within ninety (90) consecutive days of completion subject to the acceptance of City Council.
- B. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees, and reasonable staff and consultant costs not otherwise included within application fees. This Development Agreement shall not take effect until the fees provided for in this Section, as well as any processing fees owed to the City for applicable phases of the development, are paid in full to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees.

Formatted: Font: 12 pt, Bold, Not Italic, Font color: Auto

Formatted: Font: 12 pt, Not Italic, Font color: Auto

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: (Default) Times New Roman, Bold, Not Italic

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 0.25", Hanging: 0.25"

Formatted: Font: (Default) Times New Roman

~~for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees and publishing fees, and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Subject Property are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.~~

Section 324. 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 District of Washington.

Formatted: Justified

~~**Section 335. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by a third person or entity against a Party to this Agreement pertaining to the subject matter of this Agreement, each Party shall defend, indemnify, and hold the other Party harmless from any legal action or special proceeding, including all costs and expense associated therewith, except that each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, the Party whose negligent action or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or jointly the Parties and their respective officers, agents, and employees, the Parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Parties harmless only to the extent of that Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner 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 Landowner(s). In such event, Developer and/or such Landowners 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 Landowner 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.~~

Formatted: Underline

Formatted: Font: 12 pt, Font color: Auto

Section 346. 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 ~~Development~~ Agreement by any Party in default hereof.

Section 357. Severability. If any ~~phrase, provision or section 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 ~~Development~~ 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 36.

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.

Formatted: Underline

Formatted: Font: (Default) Times New Roman, Bold, Not Italic

Formatted: Font: (Default) Times New Roman, Bold

Formatted: Font: (Default) Times New Roman

Formatted: Normal, Space Before: 0 pt, After: 0 pt, No bullets or numbering, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: Not at 0.88"

ACKNOWLEDGEMENT

Formatted: Font: Bold

Formatted: Centered

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

Formatted: Font: 12 pt

~~Agreement to be executed as of the dates set forth below:~~

Formatted: Font: Italic

Formatted: Justified, Space Before: Auto, After: Auto, Tab stops: 0.81", Left + 1.19", Left

OWNER/DEVELOPER/DEVELOPER:
MATTAWA

CITY OF

By _____

By _____

~~Drew Scott, Owner and Developer~~ ~~CAD Homes, LLC~~
~~Maria Maggie Celaya, Mayor~~

~~Drew Scott, Member~~ ~~Maria Maggie Celaya, Mayor~~

OWNER

Formatted: Font: 12 pt

Formatted: Font: 12 pt

By: _____

~~The Estate of Ivan Dean Bodrero~~

~~Rex Bodrero, Legal Representative~~

Formatted: Font: 12 pt, Font color: Auto

Formatted: Font: 12 pt

ATTEST:

By _____

Anabel Martinez, City Clerk

APPROVED AS TO FORM:

By _____

Katherine L. Kenison, City Attorney

Page 17: [1] Formatted Sara Prather 12/27/2022 12:32:00 PM

Font: 12 pt, Bold, Not Italic, Font color: Auto

Page 17: [2] Formatted Sara Prather 12/27/2022 11:24:00 AM

Numbered + Level: 3 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.38" +
Indent at: 1.5"

** 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 December 15, 2022, the Council approved for payment of 2022 Claims EFT & checks approval #19543-19571 in the amount of \$593,135.73, 2022 Payroll EFT approval in the amount of \$10,000.00.

** **M/s; Acosta / Lopez motion that bills, checks, payroll, 12.01.22 meeting minutes, Treasurer report be approved. Motion carried.**

IV. Reports

Mayor's Report:

- ** Concerts tonight, attend if you can.
- ** All well with exit conference.
- ** Christmas at the park event went well, about 300 people attended. The event was well supported by the community. Lower Valley Christmas trucks will come to Mattawa another time if they can.

Council's Report:

- ** None.

Police Department's Report:

- ** Edgar is doing well; he graduates January 17th.
- ** Began background on new applicant.

Public Works Department's Report:

- ** Snowplow for F150 truck was installed prior to winter storm, got about 6 inches of snow.
- ** TIB – unfortunately we were not selected to receive funding for 3rd St. & Maureen Ave.
- ** Still waiting on phone company to relocate utilities for the Gov't Rd. Pathway.
- ** The WWTF rebid will be advertised on December 19 & 26, opening of bids will be the 2nd week of Jan.

V. Council Items For Motion (Old Business):

None

VI. Council Items For Motion (New Business):

1. **Ord. 22-681 Budget Amendment 2022 – Final**
Councilman Acosta asked if budget policies passed were to override budget amendments. M/s; Berghout / Barajas motion to approve this ordinance. Motion carried.

2. SCJ Alliance On-Call Planning Agreement 2023

Rachelle explained why the amount has increased. City gets reimbursed for planning fees. Rachelle will provide an updated fee schedule. Councilman Acosta asked if we need to send out a request of proposal for planning firms since \$90k seems like too much to pay. Katherine said there is a cost involved when changing consultants. Rachelle said that the city was quoted low on the comprehensive plan update because they are trying to get us over to the finish line. Rachelle explained how tasks are billed.

M/s; Berghout / Heredia motion to approve this agreement. Opposed, Acosta. Motion carried.

3. SCJ Alliance Comprehensive Plan Agreement 2023

Brian motioned but then withdrew to clarify final amount. It should be \$40k total, \$30k covers comp. plan update and \$10k is for updates from Dept. of Commerce.

M/s; Berghout / Barajas motion to approve this agreement. Motion carried.

4. Food Distribution Letter of Support

Correction to paragraph 3, "project to "projects".

M/s; Acosta / Lopez motion to approve this letter. Motion carried.

5. Progress Estimate #3 – Government Rd. Pathway

M/s; Acosta / Lopez motion to approve this payment. Motion carried.

6. 8th Street & Selkirk Ave. Road Improvements Project Completion

M/s; Barajas / Lopez motion to accept this project as complete. Motion Carried.

**** Councilman Heredia would like to look at fees to recommend changes, include a date of when fees were last changed.**

VII. The council meeting was adjourned at 6:40 P.M. M/s; Acosta / Berghout. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor



Deliverable 1. Additions City of Mattawa - Housing Action Plan



Appendix A. Housing Needs Assessment

Appendix B. Policy and Regulations Evaluation

Appendix C. Displacement Risk Analysis

The following are additions to Deliverable 1., which is primarily the Housing Needs Assessment. The additions will be incorporated both into the Housing Action Plan as well as incorporated into a final update as Appendix A. Housing Needs Assessment of the Housing Action Plan. The amendments meet Department of Commerce contract requirements and state requirements. In addition, the Housing Action Plan appendices B and C are included which are Appendix B. Policy and Regulatory Evaluation and Appendix C. Displacement Risk Analysis respectively.

December 30, 2022



Appendix A. Housing Needs Assessment

Additions to Deliverable 1. Housing Needs Assessment

Future Housing Needs by Income

Based on the 2021 median household income estimate of \$49,463, the average Mattawa household could afford to purchase a home priced around \$206,652 or rent a house for around \$828/month. Assuming no large increase in median incomes in the area, homes in the range of \$150,000 to \$250,000 and rental rates between \$800 and \$1200 per month are needed more than any other price level. The majority of households in Mattawa are considered very low-income (37%) to low-income (44%), which indicates the need for affordable, market-rate housing that minimizes the cost-burdened status of households.

The 2018 Grant County Comprehensive Plan estimated that Mattawa would account for 6.39 percent of the county's population by 2038. Using this same share of the county population with the OFM population forecast for 2040 results in a projection of 8,498 people. This population projection can be used to estimate the number of housing units that will be needed in Mattawa by that time. This estimation provides two scenarios based on different household sizes. Current estimates show about four people per household in Mattawa. This is significantly higher than regional and statewide averages due to large family sizes, doubling up, and overcrowding among the farmworker population as discussed in "Household Size, Type, and Tenure" previously. The "high-household size" projection assumes a continuation of 4.14 persons per household and indicates that Mattawa would need 912 more housing units by 2040. The "low-household size" projection assumes that an increase in housing stock would shift average household sizes down to three people per household, the benchmark used in the 2018 Grant County Comprehensive Plan forecasts for needed households. This projection, therefore, produces a significantly higher number of needed units at 1,672 units required by 2040.

Based on the total housing unit need by high and low-household sizes respectively and using the Department of Commerce's Housing for All Planning Tool to calculate housing unit distribution by income bracket based on the 2040 allocation of need, Table 1 illustrates the new units needed under a medium growth scenario in 2040.

The very low-income bracket (>30-50% AMI) will need 126 additional units in the high household size scenario and 230 in the low household size scenario. The low-income bracket (50-80% AMI) will need 163 housing units in the low-household size scenario and 297 in the high-household size scenario. About half of these housing units should be rentals, consistent with the findings in the Low-Income and Cost-Burdened Households findings in this Housing Needs Assessment. The projected need for extremely low-income housing units, which fit HUD income-restricted housing requirements is 125 additional units in the high household size scenario and 229 in the low household size scenario. Over two-thirds of these units should be rentals and 8 units should be dedicated to emergency or temporary housing needs. For moderate-income households or greater, the majority of these units should be ownership households.



Table 1. 2040 New Units Needed under Future "Medium Growth" Scenario by Income Bracket

Income Level (% of Area Median Income)	Distribution of Units, Based on Allocation of Need	New Units Needed at Household Size: 4.14 (Mattawa)	New Units Needed at Household Size: 3 (Grant County)
Extremely Low-Income (0-30%)	11%	125	229
Very Low-Income (>30-50%)	24%	126	230
Low-Income (>50-80%)	29%	162	297
Moderate Income (>80-100%)	8%	79	145
Above Moderate Income (>100-120%)	6%	76	138
Greatly Above Median Income (120%+)	22%	344	633
TOTAL	100%	912	1,672

Sources: ESRI, American Community Survey (ACS), Table DP04, Grant County Comprehensive Plan (2018), Washington Office of Financial Management, Grant County, City of Mattawa, Leland Consulting Group, and WA State Commerce Draft Housing for All Planning Tool (2022)

Notably, the income bracket with the highest projected new units needed is the greatly above median income (120% AMI). The primary reason for this may be the low existing housing stock for this income bracket estimated at only 25 units. This reflects a lack of diversity in the housing options available to local households and a mismatch between available housing units and income levels. Most housing markets have some level of fluidity, as households sell and buy homes regularly to suit their needs at different stages of life. When there is no little-to-no fluidity in the housing market low-income populations are displaced as above moderate-income households occupy the limited available housing supply. Building market-rate housing that meets the housing needs of the above moderate-income households will free up affordable housing options for low- to moderate-income households



Appendix B. Policy and Regulatory Evaluation

The purpose of this evaluation is to evaluate the City of Mattawa's last adopted Comprehensive Plan Housing element and related elements to determine the City's successes and barriers to developing housing related to the achievement of goals and policies and implementation consistent with RCW 36.70A.600 (2)(e)). This policy evaluation informs the strategies in the city's future Housing Action Plan. In addition to primarily reviewing the Housing Element, this document reviews other related Comprehensive Plan elements, including Land Use and Capital Facilities where policies related to housing are mentioned.

Policy Evaluation Criteria

This evaluation takes into consideration the findings of the Housing Needs Assessment including anticipated growth, permit issuance trends, and identified gaps concerning the city's Comprehensive Plan policy implementation. The review considers the following evaluation criteria in terms of success in achieving housing unit needs as well as the achievement status of each goal and policy referenced:

Connection to the HNA or HAP objectives

- C – continuing need for the goal/policy to meet identified gaps in the HNA or HAP objectives
- A – amend to address HNA gaps
- N – not directly related to housing needs or objectives

Achievement of goals, policies, and actions

- E – early or not yet initiated
- M – moderate progress
- C – completed



Figure 1. Policy Evaluation Matrix

Goal, Policy, or Action Number	Adopted Housing Element Goals, Policies, and Actions	Status	Connection to the HNA or HAP	Achievement of Goals, Policies, and Actions	Recommendation
LAND USE ELEMENT					
LU1.1	Managing [sic] growth so that the delivery of public facilities and services will occur in a fiscally responsible manner to support development and redevelopment in the town.	The city regularly updates its Water System Plan and will regularly update the Comprehensive Plan, including the capital facilities element.	N	M	Regularly update facilities plans and comprehensive planning documents.
LU1.5	Encourage land use planning techniques to provide housing for all economic levels, thereby promoting a balanced community.	The city would like to amend its development regulations to allow greater flexibility in the zoning regulations of housing types and densities.	N	E	Update zoning code.
LU1.6	Provide safe and comfortable residential neighborhoods by developing a well-balanced combination of land uses and efficient transportation systems.	The city's zoning map and existing land uses are mismatched limiting code effectiveness to balance land uses.	N	E	Update City's zoning map.
LU2.1	Review the Urban Growth Area, minimally every ten years, to determine adequate land for development.	The city has not reviewed the UGA since the last comp plan update in 2006.	N	E	Collaborate with County to assess the UGA boundary and designate placeholder zoning.
LU2.2	Maintain the zoning to allocate enough land for a variety of necessary sites and uses including varying densities for	No variety in the code. Only two residential zoning districts and two commercial zoning districts.	A	E	Update the zoning code to allow more diverse housing types and densities.



City of Mattawa
Housing Action Plan

	commercial, industrial, residential, and mixed-use development.				
LU2.3	Eliminate incompatible land uses or blighting influences through active code enforcement.	The city does not enforce the codes.	N	E	Research funding for a code enforcement officer.
LU2.5	Promote harmony between business, industry, and residential areas, through balanced zoning, open space corridors, and public involvement.	Similar to LU 1.6, H4	N	E	Update zoning code.
LU4.2	Support balanced housing options to encourage employment opportunities.	Recent housing developments have been focused on temporary farm worker housing primarily multi-family rentals.	C	E	Update zoning code to permit housing diversity.
LUS	Conserve the character of residential neighborhoods through the maintenance and support of existing and future recreational and cultural activities.	City hosts and supports existing cultural and recreational activities at Hund Memorial Park and throughout the city.	N	M	Update zoning code to increase open space requirements to meet recreational and cultural space needs.
HOUSING ELEMENT					
H1	Promote and assist in the development of affordable housing on all residentially zoned properties.	City code does include affordable housing requirements or incentives, code update will include incentives to encourage affordable housing	C	E	Update zoning code.
H1.1	Surplus municipally owned properties suitable for residential development at a reduced cost to those developers constructing "affordable" housing.	City policy is for development to pay for development. The city does not have surplus properties or the resources to obtain them.	A	E	Amend the objective to promote affordable housing through other methods such as development agreements that require a certain percentage of affordable homes.



City of Mattawa
Housing Action Plan

H1.2	Promote new residential development at densities that will allow cost savings and consolidation of services.	No flexibility in density in the code. Only two residential zoning districts.	C	E	Update zoning code.
H1.3	Maintain Development Codes, Zoning, and other regulatory measures to allow [sic].	The city maintains and updates development codes and zoning as required by the GMA	C	M	Update development regulations.
H1.4	Allow non-conforming existing platted lots to be developed.	The city does not want to continue non-conforming uses and wants to phase them out.	A	E	Update zoning code.
H1.5	Support auxiliary apartments in residential zones for low to moderate-income housing.	City wants to make accessory dwelling units more accessible throughout the code.	A	E	Update language to be inclusive of "accessory dwelling units".
H1.6	Flexibility regarding density, and parking requirements for elderly housing encouraging smaller units and more compact housing types (cluster, townhouses, apartments).	The code does not allow flexibility in density or parking requirements. Lot size minimums and high parking requirements i.e. general retail is 1 space/100 sf	A	E	Update zoning code.
H1.7	Allow zero-lot-line development to encourage efficient land use.	Code allows this in some districts for certain uses. Not directly related to housing.	N	C	Update zoning code.
H1.8	Maintain zoning and develop requirements that allow for manufactured homes in residential zones provided building requirements are met.	Manufactured homes are permitted throughout residential districts and have separate development regulations.	C	C	Continue permitting manufactured homes.
H2	Encourage the development of mixed uses within commercially designated areas	Code only permits mixed-uses through a mixed-use planned development in the C-2 zone.	A		Update the zoning code to permit mixed uses outright in the C-1 zone.
H2.1	Allow multi-family housing within existing retail commercial areas in particular in existing commercial or community structures as long as the street level use remains commercial.	Residential developments in commercial is only multi-family and do not have street-level commercial.	A	E	Update the zoning code and enforce the code to maintain the commercial character of the C-1 District while promoting multi-family residential.



City of Mattawa
Housing Action Plan

H3	Regularly examine the needs of the current residents, in order to direct new housing development, rehabilitated housing, and assisted housing to where it is most needed.	City is completing this housing action planning effort and will continue to assess housing needs in future comprehensive plan periodic updates.	C	C	Periodically update the Comprehensive Plan
H3.1	Promote strategies and programs that encourage homeownership, rehabilitation and new construction.	The city needs to develop a housing program to provide these services.	A	E	Create a housing education program.
H3.2	Seek out State and Federal housing programs and make recommendations regarding future grant applications that will assist in providing affordable housing. Emphasis should be given to programs that involve partnerships between the public and private sectors in the development of housing.	The city does not pursue housing programs or funding.	A	E	Amend the objective in the next comp plan update to generally promote public-private partnerships for housing opportunities.
H4	Preserve the fabric and character of existing residential neighborhoods.	Similar to LU 1.6, LU 2.5	N	E	Update City's zoning map.
H4.1	Protect public health and safety by preventing the encroachment of incompatible land uses.	City to evaluate screening and buffering during the code update. Currently, there are very few requirements for screening and buffering.	N	E	Update zoning code.
H4.2	The town will require vegetated buffers between new residential areas and main roads and areas zoned for different uses, such as farmland.	Similar to H4.1	N	M	Update zoning code, evaluate incompatible uses, and reduce the opportunity for incompatible uses to be cited adjacently. Include screening and buffering in the code update.
H4.3	Promote cluster development, placed off main arterial roads, with vegetated buffer strips between homes and main roads.	Similar to H4.1, H4.2	N	M	Update zoning code.



H5	Encourage the preservation of the existing housing stock through rehabilitation efforts.	The city does not currently provide rehabilitation support programs or services.	A	E	Develop housing rehabilitation support services such as a community-wide clean-up or partner with Grant County Housing Authority
H5.1	Support coordination with neighborhood-based groups or other volunteer organizations to promote housing rehabilitation and community revitalization efforts.	The city continues to support housing groups and provide permit technical assistance to local, small-scale developers.	N	E	Update zoning code to streamline permit processes for housing development.
CAPITAL FACILITIES ELEMENT					
CF1.11	The town will emphasize capital improvement projects which promote the conservation, preservation, or revitalization of commercial, industrial, and residential areas of Mattawa.	Similar to LU1.1	N	E	Regularly update facilities plans and comprehensive planning documents.

Development Regulations Review

The city's development regulations can make or break housing production and supply specifically related to zoning, which regulates permitted uses. Zoning determines where and what can be built including housing density, size, and type. As described in the Land Capacity Analysis of this Housing Needs Assessment, Mattawa's zoning code contains two commercial and two residential districts: Residential Single-Family – Medium Density (R-1), Residential Multifamily – High Density (R-2), Community Business District (C-1), and General Commercial (C-2). Overall, Mattawa's zoning code is very simple and does not provide significant barriers to housing development. However, a code update could incentivize or facilitate intentional development that prioritizes housing, particularly in the C-1 and C-2 zones which make up 83% of the city and have more vacant land available.

Mattawa's permitted use table or district use chart was last updated in 2007. The code indicates that "no use shall be allowed in a use district that is not listed in the use chart as either permitted, accessory or conditional use unless the administrator determines that an unlisted use is similar to one that is already enumerated in the use chart and may therefore be allowed, subject to the requirements associated with that use and all other applicable provisions of the town of Mattawa." The following acronyms apply to the following use chart. If there is nothing located in the district for that use listed, that use is not allowed.



- PRM - Permitted Use
- ACC - Accessory Use
- CUP - Conditional Use Permit
- PD - Planned Development

Table 2. MMC 17.40 District Use Chart

	R-1	R-2	C-1	C-2
RESIDENTIAL USES				
Accessory Dwelling	CUP	PRM		
Assisted Living Facility		PRM	PRM	
Bed and Breakfast		PRM		
Caretaker's Residence				ACC
Carport, Garage, Detached	ACC	ACC		
Condominiums - Residential		PRM		
Construction Office, associated with: valid building permit	PRM	PRM	PRM	PRM
Convalescent Home		PRM	PRM	
Covered Outdoor Patios	ACC	ACC	ACC	
Day Care Center		CUP	CUP	
Day Care Home	PRM	PRM		
Duplex Dwelling	PRM	PRM		
Fences, Residential	ACC	ACC		
Fences, Security				
Group Home		PRM		
Halfway House				
Home Occupation	PRM	PRM		
Manufactured Home		PRM		



City of Mattawa
Housing Action Plan

	R-1	R-2	C-1	C-2
Manufactured Home, Designated	PRM	PRM		
Manufactured Home Park (Mobile Home Park)		PD		
Mixed Use Planned Development	PRM	PRM		PRM
Modular Dwelling	PRM	PRM		
Multifamily Dwelling		PRM	PRM	PRM
Outdoor Fireplace	ACC	ACC		
Residential Planned Development	PRM	PRM		
Renting 4 rooms or less, within a home - not independent units		PRM		
Rooming/Lodging House		PRM		
Single-Family Dwelling	PRM	PRM		
Storage of 1 each, boat, TT, motor home, or pickup truck, outside of setbacks	PRM	PRM		
Swimming Pools, Private, Hot Tubs	PRM	PRM		

Although residential uses are permitted to some extent in all zoning districts, Mattawa's Residential Zones only have the land capacity for an additional 120 units, when the city needs a minimum of 912 units at a high-household size projection (see Table 7. Potential Housing Unit Development in Mattawa and UGA). An overhaul of the development regulations and code, including updating the permitted use chart is necessary to facilitate and incentivize housing development in the C-1 and C-2 zones as well as designating low to-moderate density residential uses in the city's UGA. Some specific recommendations include:

- Outright permit accessory dwelling units across all residential zones
- Adopt a low-density residential zone for future annexation properties to facilitate single-family housing development
- Permit halfway or transitional housing in the R-2 zone
- Permit mixed-use planned developments across all zones as planned developments (PD)
- Add cottage housing, townhomes, and other innovative housing types to the use chart and permit where appropriate.
- Reduce conditional use permit requirements in residential zones where appropriate



City of Mattawa
Housing Action Plan

Appendix C. Displacement Risk Analysis

Displacement refers to instances when a household is forced or pressured to move from their home against their will. Low-income populations are at high risk of displacement resulting from redevelopment. In particular, cost-burdened and severely cost-burdened households are at the highest risk of displacement when housing costs rise or life circumstances change due to already paying more than 30% of their income on housing. Nearly 10 percent of Mattawa's households are severely cost-burdened, spending over half of their income on housing costs. Many households in Mattawa are at risk of displacement regardless of location due to temporary farmworker housing limitations, a high number of renter households, and lower-than-average median income citywide.

Displacement risk analysis results identify most if not all of Mattawa with high vulnerability concerns. Social vulnerability refers to the potential negative effects on communities caused by external stresses on human health. Such stresses put these populations at high risk of displacement and more susceptible to suffering and economic loss. As shown in Figure 2, the social vulnerability is high at 0.91 for all of Mattawa and the surrounding urban growth area. Mattawa is also home to many persons of color (96% Hispanic/Latino) and non-English speaking residents who face disproportionate displacement risk.



which represents the number of eviction filings per 100 renters (Eviction Lab, 2020), which is lower than the County's rate of 1%. In 2020, only 2 evictions were filed in Mattawa that threatened two households. Based on interviews with the Police Department and public outreach, the most common reason for evictions is due to farm workers overcrowding or inhabiting non-dwelling structures such as sheds or garages, which are not always reported as evictions. While residential eviction is disruptive to individuals, inadequate space for living and poor housing conditions can be hazardous. Evictions can be avoided by increasing the housing supply for both temporary farm workers and permanent residents to reduce overcrowding and unlawful habitations.

Overall, most of Mattawa's residents are at risk of displacement but certain populations such as renters are more susceptible to being threatened by evictions, are severely cost-burdened, and are located in high-risk areas such as general commercial cores. Strategies proposed in the Housing Action Plan and anti-displacement policy implementation should be strongly considered citywide.

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15751	12/31/2022	12/31/2022	2401	219.35	Monthly Cleaning Services Dec. 2022
	518 30 48 00	Repair And Maintenance	001 000 518	219.35	Monthly Cleaning Services Dec. 2022
15806	12/31/2022	12/31/2022	1622	99.73	Library Mat Maint. Services Dec 21, 2022
	572 20 31 00	Library Maintenance And C	001 000 572	99.73	Library Mat Maint. Services Dec 21, 2022
15754	12/31/2022	12/31/2022	3130	336.00	RC Samples
	534 10 41 02	Chemical Samples	401 000 534	336.00	RC Samples
15793	12/31/2022	12/31/2022	3130	482.00	RC Samples
	534 10 41 02	Chemical Samples	401 000 534	482.00	RC Samples
15803	12/31/2022	12/31/2022	1886	121.07	Lift Station Line
	535 10 42 00	Telephone	405 000 535	121.07	Lift Station Line
15804	12/31/2022	12/31/2022	1886	63.63	WWTF SCADA System
	535 10 42 00	Telephone	405 000 535	63.63	WWTF SCADA System
15770	12/31/2022	12/31/2022	443	80.68	Petty Cash
	514 23 31 00	Postage	001 000 514	9.33	Utilitie Bills Oct/Nov
	518 30 47 14	City Hall Utilities	001 000 518	13.50	Drinking Water
	521 20 31 02	Postage	001 000 521	50.00	MPD-Postage
	534 10 30 02	Postage	401 000 534	7.85	PW-Postage
15802	12/31/2022	12/31/2022	1251	274.51	City Of Mattawa Utilites Dec. 2022
	518 30 47 14	City Hall Utilities	001 000 518	82.18	City Hall
	543 30 47 00	Utilities	101 000 543	82.18	Shop
	572 20 31 00	Library Maintenance And C	001 000 572	110.15	Library
15752	12/31/2022	12/31/2022	3150	100.00	Refund Utility Deposit
	589 30 01 00	Deposit Refunds - Custome	403 000 580	100.00	Refund Utility Deposit
15756	12/31/2022	12/31/2022	112	27.38	Ad. For Bids 2022
	518 30 41 00	Publishing	001 000 518	27.38	Ad. For Bids 2022
15757	12/31/2022	12/31/2022	112	42.71	Ad. For Ordinance 22-680
	518 30 41 00	Publishing	001 000 518	42.71	Ad. For Ordinance 22-680

ACCOUNTS PAYABLE

City Of Mattawa

As Of: 12/31/2022

Time: 13:43:08 Date: 01/03/2023

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
15797	12/31/2022	12/31/2022	108		CONSOLIDATED DISPOSAL	20,594.13	Waste Services Dec. 2022
	537 10 33 00	Consolidated Disposal	420 000 537	20,594.13	Solid Waste Fu		Waste Services Dec. 2022
15784	12/31/2022	12/31/2022	2667		CORRECT EQUIPMENT	1,707.30	PW-Chlorine RMP
	534 10 48 03	System Repair & Maintenan	401 000 534	1,707.30	Water Operatin;		PW-Chlorine RMP
15796	12/31/2022	12/31/2022	121		DAILY JOURNAL OF COMMERCE	552.00	Ad. For ReBid WWTF Improvements
	594 35 41 02	WWTF Improvements Engi	412 000 594	276.00	Sewer Capital I		Ad. For ReBid WWTF Improvements
	594 35 41 04	WWTF Improvements Engi	412 000 594	276.00	Sewer Capital I		Ad. For ReBid WWTF Improvements
15801	12/31/2022	12/31/2022	3525		FABRICATION & TRUCK EQUIP. INC	8,113.05	PW-Snow Plow
	594 34 64 05	Snow Plow	401 000 594	2,704.35	Water Operatin;		PW-Snow Plow
	594 35 64 05	Mower (WWTF)	405 000 594	2,704.35	Sewer Operatin		PW-Snow Plow
	594 37 64 00	Snow Plow	420 000 594	2,704.35	Solid Waste Fu		PW-Snow Plow
15758	12/31/2022	12/31/2022	2304		FIRST BANKCARD	2,183.12	Credit Card Expenses-Clerks
	514 23 49 02	Assoc. Dues/AWC	001 000 514	135.00	Current Expens		MRSC Rosters Fee
	518 23 42 14	Telephone/Internet Expense	001 000 518	67.95	Current Expens		City Hall Internet Services
	518 23 42 14	Telephone/Internet Expense	001 000 518	47.50	Current Expens		Office Phone Lines
	518 30 47 14	City Hall Utilities	001 000 518	16.67	Current Expens		Monthly Web Site
	521 10 49 00	Professional Services	001 000 521	16.67	Current Expens		Monthly Web Site
	534 10 31 00	Office Supplies	401 000 534	48.75	Water Operatin;		Tape
	534 10 41 05	Professional Services	401 000 534	8.33	Water Operatin;		Monthly Web Site
	534 10 42 00	Telephone	401 000 534	47.50	Water Operatin;		Office Phone Lines
	535 10 41 04	Professional Services	405 000 535	8.33	Sewer Operatin		Monthly Web Site
	535 10 42 00	Telephone	405 000 535	47.50	Sewer Operatin		Office Phone Lines
	535 10 47 00	Utilities	405 000 535	54.95	Sewer Operatin		WWTF Internet Services
	573 90 49 00	Community Events	001 000 573	153.90	Current Expens		Cupcakes For Treats-First Responders
	573 90 49 00	Community Events	001 000 573	100.00	Current Expens		Giftcards For Raffle-Christmas At The Park
	573 90 49 00	Community Events	001 000 573	934.70	Current Expens		Picture Frame/Color Scratch/Bookmarks/Pencils-Christmas At The Park
	573 90 49 00	Community Events	001 000 573	104.44	Current Expens		Paper Bags/Smores Roasting Sticks-Christmas At The Park
	573 90 49 00	Community Events	001 000 573	80.88	Current Expens		Cups,Napkins,Crackers-Christmast At The Park
	573 90 49 00	Community Events	001 000 573	310.05	Current Expens		Candies Treats For Christmas At The Park
15759	12/31/2022	12/31/2022	2304		FIRST BANKCARD	670.87	Credit Card Expenses-MPD
	521 10 49 00	Professional Services	001 000 521	88.96	Current Expens		Office Phone Lines
	521 10 49 00	Professional Services	001 000 521	108.20	Current Expens		Schedule Anywhere License

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 3

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T;	54.50	Fuel-Chief Salinas
521 22 35 01	Law Enforcement - Small T		107 000 521 Public Safety T;	95.36	Evidence Markers Crime Scene
521 22 35 01	Law Enforcement - Small T		107 000 521 Public Safety T;	323.85	Cleats For Walking On Ice
15795	12/31/2022	12/31/2022	2304 FIRST BANKCARD	193.50	Credit Card Expenses- PW
534 10 31 00	Office Supplies		401 000 534 Water Operatin;	105.00	Carts/Tables
534 10 31 00	Office Supplies		401 000 534 Water Operatin;	29.26	LED Flashlight
534 10 41 05	Professional Services		401 000 534 Water Operatin;	16.25	Adobe Acrobat
534 10 41 05	Professional Services		401 000 534 Water Operatin;	0.99	Icloud Storage
534 10 43 00	Travel & Training		401 000 534 Water Operatin;	42.00	2023 Waterworks Renewal-Juan Ledezma
15798	12/31/2002	12/31/2022	3183 GRANT COUNTY ELECTIONS	127.17	General Elections For City Of Mattawa 2022
514 40 50 00	Election Costs		001 000 514 Current Expens	127.17	General Elections For City Of Mattawa 2022
15799	12/31/2022	12/31/2022	3183 GRANT COUNTY ELECTIONS	678.49	Annual Voters Registration
514 40 50 00	Election Costs		001 000 514 Current Expens	678.49	Annual Voters Registration
15735	12/31/2022	12/31/2022	1698 GRANT COUNTY PUD	1,963.68	Power Billing Nov. 2022
518 30 47 14	City Hall Utilities		001 000 518 Current Expens	259.69	City Hall
534 10 47 01	Utilities		401 000 534 Water Operatin;	1,422.39	707 2nd Street Well
534 10 47 01	Utilities		401 000 534 Water Operatin;	48.64	Boundary Ave
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	127.39	LIbrary
576 80 47 00	Park Utilities		001 000 576 Current Expens	24.92	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	29.57	Manson Lane
576 80 47 00	Park Utilities		001 000 576 Current Expens	27.15	Control Circuit
576 80 47 00	Park Utilities		001 000 576 Current Expens	23.93	Outlets
15736	12/31/2022	12/31/2022	1698 GRANT COUNTY PUD	2,052.94	Power Billing Nov. 2022
534 10 47 01	Utilities		401 000 534 Water Operatin;	214.83	709 1st Street
535 10 47 00	Utilities		405 000 535 Sewer Operatin	79.97	8th St.
535 10 47 00	Utilities		405 000 535 Sewer Operatin	1,369.31	U Rd
576 80 47 00	Park Utilities		001 000 576 Current Expens	84.15	104 Portage Ave
576 80 47 00	Park Utilities		001 000 576 Current Expens	304.68	710 1st Street
15741	12/31/2022	12/31/2022	1734 GRAY & OSBORNE INC	6,666.36	Well 2 Rehabilitation And Re-Equipping Professional Services Nov. 6- Dec. 3, 2022
594 34 48 00	Well #2 Upgrade		401 000 594 Water Operatin;	6,666.36	Well 2 Rehabilitation And Re-Equipping Professional Services Nov. 6- Dec. 3, 2022

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15742	12/31/2022	12/31/2022	1734 GRAY & OSBORNE INC	603.32	Basketball Court And Parking Lot Improvements- Professional Services Nov. 6- Dec. 3, 2022
	594 76 41 00	Basketball Court Improvem	001 000 594	603.32	Basketball Court And Parking Lot Improvements- Professional Services Nov. 6- Dec. 3, 2022
15743	12/31/2022	12/31/2022	1734 GRAY & OSBORNE INC	2,518.68	WWTF Fire Assistance- Professional Services Nov. 6- Dec. 3, 2022
	535 10 41 08	Professional Services - WW	405 000 535	2,518.68	WWTF Fire Assistance- Professional Services Nov. 6- Dec. 3, 2022
15786	12/31/2022	12/31/2022	237 H. D. FOWLER CO	2,001.34	PW- Meter For Saddle Mnt.
	534 10 48 03	System Repair & Maintena	401 000 534	2,001.34	PW- Meter For Saddle Mnt.
15745	12/31/2022	12/31/2022	286 KENISON P.S, KATHERINE L.	4,860.00	Legal Fees Nov. 2022
	515 41 41 00	Legal Fees	001 000 515	4,860.00	Legal Fees Nov. 2022
15800	12/31/2022	12/31/2022	2840 MATTAWA AUTO PARTS, LLC	1,295.56	Parts/Supplies
	521 20 48 00	Vehicle Repair And Mainte	001 000 521	72.95	MPD-Oil Filter/5w20
	534 10 31 01	Operating Supplies	401 000 534	4.33	5Gal Bucket
	534 10 48 02	Vehicle Repair & Maintena	401 000 548	64.96	Funnel/Air Flow Sensor/5Gall Bucket
	534 10 48 02	Vehicle Repair & Maintena	401 000 548	768.90	Fuel Filter/Plug Wire Set
	534 10 48 03	System Repair & Maintena	401 000 534	176.88	Snow Shovel
	535 10 48 03	Vehicle Repair / Maintenan	405 000 535	99.15	5w20
	542 30 35 01	Small Tools & Equipment	101 000 542	108.39	Volts
15737	12/31/2022	12/31/2022	1993 ORKIN PEST CONTROL	112.74	Pest Control 11/30/2022
	518 30 48 00	Repair And Maintenance	001 000 518	112.74	Pest Control 11/30/2022
15788	12/31/2022	12/31/2022	494 OVS	50.02	PW- Parts/Supplies
	534 10 48 03	System Repair & Maintena	401 000 534	50.02	PVC Pipe/Slip Coupling
15734	12/31/2022	12/31/2022	2798 PACIFIC OFFICE AUTOMATION	296.47	Print Ink Usage Nov. 2022
	518 70 45 01	Copier Lease	001 000 518	98.83	Print Ink Usage Nov. 2022
	534 10 45 01	Copier Lease	401 000 534	98.83	Print Ink Usage Nov. 2022
	535 10 45 01	Copier Lease	405 000 535	98.81	Print Ink Usage Nov. 2022
15755	12/31/2022	12/31/2022	2798 PACIFIC OFFICE AUTOMATION	247.64	Monthly Equipment Fee Nov. 2022
	518 70 45 01	Copier Lease	001 000 518	82.55	Monthly Equipment Fee Nov. 2022

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
534 10 45 01	Copier Lease		401 000 534 Water Operatin	82.55	Monthly Equipment Fee Nov. 2022	
535 10 45 01	Copier Lease		405 000 535 Sewer Operatin	82.54	Monthly Equipment Fee Nov. 2022	
15771	12/31/2022	12/31/2022	3503	PERFORMANCE TIRE INC	736.48	MPD-Tires 2021 Ford Interceptor
521 20 48 00	Vehicle Repair And Mainte		001 000 521 Current Expens	736.48	MPD-Tires 2021 Ford Interceptor	
15746	12/31/2022	12/31/2022	2729	QUADIENT FINANCE USA INC.	147.85	Postage Machine Nov. 2022
514 23 31 00	Postage		001 000 514 Current Expens	40.00	Postage Machine Nov. 2022	
521 20 31 02	Postage		001 000 521 Current Expens	27.85	Postage Machine Nov. 2022	
534 10 30 02	Postage		401 000 534 Water Operatin	40.00	Postage Machine Nov. 2022	
535 10 31 01	Postage		405 000 535 Sewer Operatin	40.00	Postage Machine Nov. 2022	
15750	12/31/2022	12/31/2022	3371	REYES, JOSE A	163.03	Reimbursement For Boots 2022
534 10 31 03	Uniforms		401 000 534 Water Operatin	54.33	Reimbursement For Boots 2022	
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	54.35	Reimbursement For Boots 2022	
542 30 31 01	Uniforms		101 000 542 Street Fund	54.35	Reimbursement For Boots 2022	
15753	12/31/2022	12/31/2022	3299	SOILTEST FARM CONSULTANTS INC	590.00	RC Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	590.00	RC Samples	
15794	12/31/2022	12/31/2022	3299	SOILTEST FARM CONSULTANTS INC	260.00	WWTP RC Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	260.00	WWTP RC Samples	
15749	12/31/2022	12/31/2022	3405	STERICYCLE INC	261.18	Shredding Services 10-19-2022 And 11-16-2022
518 30 49 14	Professional Services		001 000 518 Current Expens	130.59	Shredding Services 10-19-2022 And 11-16-2022	
521 10 49 00	Professional Services		001 000 521 Current Expens	130.59	Shredding Services 10-19-2022 And 11-16-2022	
15785	12/31/2022	12/31/2022	1584	STRIPE RITE INC.	21,035.02	PW-City Street Maint.
542 30 48 00	City Street Maintenance		101 000 542 Street Fund	21,035.02	PW-City Street Maint.	
15747	12/31/2022	12/31/2022	2140	THINK THANK SANITATION INC.	180.00	Portable Restroom Dec. 2022
576 80 47 00	Park Utilities		001 000 576 Current Expens	180.00	Portable Restroom Dec. 2022	
15744	12/31/2022	12/31/2022	732	U.S CELLULAR	761.44	MPD- Cell Phone Services
521 20 42 00	Telephone		001 000 521 Current Expens	761.44	MPD- Cell Phone Services	
15805	12/31/2022	12/31/2022	732	U.S CELLULAR	587.90	PW & Mayor/Clerks Cell Phone Services
518 30 48 00	Repair And Maintenance		001 000 518 Current Expens	233.49	Mayor/Clerks Cell Phone Services	

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00 Telephone			401 000 534 Water Operatin	177.21	PW Cell Phone Services
535 10 42 00 Telephone			405 000 535 Sewer Operatin	177.20	PW Cell Phone Services
15791	12/31/2022	12/31/2022	1807 USA BLUEBOOK	2,801.12	PW- Parts/Supplies
534 10 31 01 Operating Supplies			401 000 534 Water Operatin	1,553.00	Notice Signs Of Fire Extinguisher/warning/hazardous/Dispenser Refill
534 10 35 00 Small Tools & Equipment			401 000 534 Water Operatin	1,167.00	Notice Signs Of Fire Extinguisher/warning/hazardous/Dispenser Refill
535 10 35 00 Small Tools & Equipment			405 000 535 Sewer Operatin	81.12	Notice Signs Of Fire Extinguisher/warning/hazardous/Dispenser Refill
15792	12/31/2022	12/31/2022	1807 USA BLUEBOOK	1,284.24	PW-Parts/Supplies
534 10 48 03 System Repair & Maintena			401 000 534 Water Operatin	1,284.24	Goulds Pump
15781	12/31/2022	12/31/2022	3362 VISION MUNICIPAL SOLUTIONS LLC	82.50	IT Services-Clerks
518 30 49 14 Professional Services			001 000 518 Current Expens	82.50	IT Services-Clerks
15782	12/31/2022	12/31/2022	3362 VISION MUNICIPAL SOLUTIONS LLC	880.00	IT Services- Clerks & MPD
518 30 49 14 Professional Services			001 000 518 Current Expens	495.00	IT Services Clerks
521 10 49 00 Professional Services			001 000 521 Current Expens	385.00	MPD- Sergeant Pantaleon CJIS Validation
15748	12/31/2022	12/31/2022	422 WA STATE AUDITOR'S OFFICE	5,655.00	Audit Period 20-21
518 23 41 00 State Auditor			001 000 518 Current Expens	1,555.00	Audit Period 20-21
534 10 41 00 State Auditor			401 000 534 Water Operatin	1,200.00	Audit Period 20-21
535 10 41 00 State Auditor			405 000 535 Sewer Operatin	1,200.00	Audit Period 20-21
537 10 41 00 State Auditor			420 000 537 Solid Waste Fu	1,200.00	Audit Period 20-21
542 30 41 00 Professional Services			101 000 542 Street Fund	500.00	Audit Period 20-21
15738	12/31/2022	12/31/2022	471 WAHLUKE SCHOOL DISTRICT	7,202.53	Cops Grant Expenditures #10
521 10 10 02 Contracts & Consultants - V			105 000 521 COPS Grant	7,202.53	Cops Grant Expenditures #10
15739	12/31/2022	12/31/2022	471 WAHLUKE SCHOOL DISTRICT	13,412.10	Cops Grant Expenditures #11
521 10 10 02 Contracts & Consultants - V			105 000 521 COPS Grant	13,412.10	Cops Grant Expenditures #11
15740	12/31/2022	12/31/2022	471 WAHLUKE SCHOOL DISTRICT	7,168.29	Cops Grant Expenditures #12
521 10 10 02 Contracts & Consultants - V			105 000 521 COPS Grant	7,168.29	Cops Grant Expenditures #12
15733	12/31/2022	12/31/2022	2875 ZESATI, ALEXANDRO	70.64	Reimbursement For Boots 2022

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:08 Date: 01/03/2023

As Of: 12/31/2022

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 20 31 01			Uniforms & Clothing	70.64	Reimbursement For Boots 2022

Report Total: 122,614.76

Fund	
001 Current Expense Fund	15,165.36
101 Street Fund	21,779.94
105 COPS Grant	27,782.92
107 Public Safety Tax Fund	473.71
401 Water Operating Fund	22,611.39
403 Customer Deposit Fund	100.00
405 Sewer Operating Fund	9,650.96
412 Sewer Capital Improvement	552.00
420 Solid Waste Fund	24,498.48

This report has been reviewed by:



 Anabel Martinez - City Clerk

01/03/23

 Date

REMARKS:

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:56 Date: 01/03/2023

As Of: 01/05/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15807	01/05/2023	01/05/2023	1622	ALSCO	76.97 City Hall Mat Maint. Services Jan. 4, 2023
	518 30 48 00	Repair And Maintenance	001 000 518	Current Expens	76.97 City Hall Mat Maint. Services Jan. 4, 2023
15808	01/05/2023	01/05/2023	1622	ALSCO	99.73 Library Mat Maint. Services Jan. 4, 2023
	572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	99.73 Library Mat Maint. Services Jan. 4, 2023
15783	01/05/2023	01/05/2023	26	AMERICAN WATER WORKS ASSOCIATION	400.00 2023 Membership Renewal 02-01-2023/01-31-2024
	534 10 41 05	Professional Services	401 000 534	Water Operatin	400.00 2023 Membership Renewal
15789	01/05/2023	01/05/2023	3316	FORD MOTOR CREDIT COMPANY	3,269.63 MPD-Vehicle Lease 1/30/2023
	594 21 70 04	Vehicles Lease - Principal	107 000 594	Public Safety T	2,745.76 MPD-Vehicle Lease 1/30/2023
	594 21 80 05	Vehicles Lease - Interest	107 000 594	Public Safety T	523.87 MPD-Vehicle Lease 1/30/2023
15772	01/05/2023	01/05/2023	2821	LEXIPOL	3,678.33 2023 Annual Law Enforcement Policy Manual & Daily Training Bulletins
	521 20 41 00	Lexipol	107 000 521	Public Safety T	3,678.33 2023 Annual Law Enforcement Policy Manual & Daily Training Bulletins
15790	01/05/2023	01/05/2023	324	MULTIAGENCY COMMUNICATION CENTER	2,284.34 Dispatch Services January 2023
	522 20 42 02	MACC - Communications	107 000 522	Public Safety T	2,284.34 Dispatch Services January 2023
15779	01/05/2023	01/05/2023	3372	TEXTMYGOV	2,100.00 2023 Software And Support
	518 30 49 14	Professional Services	001 000 518	Current Expens	700.00 2023 Software And Support
	521 10 49 00	Professional Services	001 000 521	Current Expens	700.00 2023 Software And Support
	534 10 41 05	Professional Services	401 000 534	Water Operatin	233.34 2023 Software And Support
	535 10 41 04	Professional Services	405 000 535	Sewer Operatin	233.34 2023 Software And Support
	537 10 41 02	Professional Services	420 000 537	Solid Waste Fu	233.32 2023 Software And Support
15773	01/05/2023	01/05/2023	3362	VISION MUNICIPAL SOLUTIONS LLC	2,487.78 IT Service- 2023 Office Emails
	511 60 41 00	Professional Services - Cou	001 000 511	Current Expens	621.95 IT Service- 2023 Office Emails
	518 30 49 14	Professional Services	001 000 518	Current Expens	621.95 IT Service- 2023 Office Emails
	521 10 49 00	Professional Services	001 000 521	Current Expens	621.94 IT Service- 2023 Office Emails
	534 10 41 05	Professional Services	401 000 534	Water Operatin	207.32 IT Service- 2023 Office Emails
	535 10 41 04	Professional Services	405 000 535	Sewer Operatin	207.32 IT Service- 2023 Office Emails
	537 10 41 02	Professional Services	420 000 537	Solid Waste Fu	207.30 IT Service- 2023 Office Emails
15774	01/05/2023	01/05/2023	3362	VISION MUNICIPAL SOLUTIONS LLC	503.79 IT Services- 2023 SonicWall UTM

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:56 Date: 01/03/2023

As Of: 01/05/2023

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 30 49 14	Professional Services		001 000 518 Current Expens	503.79	IT Services- 2023 SonicWall UTM
15777	01/05/2023	01/05/2023	3362 VISION MUNICIPAL SOLUTIONS LLC	4,018.73	IT Services- 2023 Office 365 Suite
518 30 49 14	Professional Services		001 000 518 Current Expens	1,339.58	IT Services- 2023 Office 365 Suite
521 10 49 00	Professional Services		001 000 521 Current Expens	1,339.58	IT Services- 2023 Office 365 Suite
534 10 41 05	Professional Services		401 000 534 Water Operatin	446.53	IT Services- 2023 Office 365 Suite
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	446.53	IT Services- 2023 Office 365 Suite
537 10 41 02	Professional Services		420 000 537 Solid Waste Fu	446.51	IT Services- 2023 Office 365 Suite
15778	01/05/2023	01/05/2023	3362 VISION MUNICIPAL SOLUTIONS LLC	9,555.21	IT Services-2023 Manage Antivirus
511 60 41 00	Professional Services - Cou		001 000 511 Current Expens	441.67	IT Services-2023 Manage Antivirus
518 30 49 14	Professional Services		001 000 518 Current Expens	4,918.68	IT Services-2023 Manage Antivirus
521 10 49 00	Professional Services		001 000 521 Current Expens	2,549.00	IT Services-2023 Manage Antivirus
534 10 41 05	Professional Services		401 000 534 Water Operatin	548.62	IT Services-2023 Manage Antivirus
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	548.62	IT Services-2023 Manage Antivirus
537 10 41 02	Professional Services		420 000 537 Solid Waste Fu	548.62	IT Services-2023 Manage Antivirus
15780	01/05/2023	01/05/2023	503 WA ASSOC BLDG OFFICIAL	95.00	2023 WABO Membership
514 23 49 02	Assoc. Dues/AWC		001 000 514 Current Expens	95.00	2023 WABO Membership
15787	01/05/2023	01/05/2023	3052 WA CITIES INSURANCE AUTHORITY	138,104.00	Liability & Program Assessment 2023
518 30 46 00	Insurance		001 000 518 Current Expens	25,845.58	Liability & Program Assessment 2023
521 20 46 00	Insurance		001 000 521 Current Expens	27,258.42	Liability & Program Assessment 2023
534 10 46 00	Insurance		401 000 534 Water Operatin	30,000.00	Liability & Program Assessment 2023
535 10 46 00	Insurance		405 000 535 Sewer Operatin	30,000.00	Liability & Program Assessment 2023
542 90 46 00	Insurance		101 000 542 Street Fund	10,000.00	Liability & Program Assessment 2023
576 80 46 00	Park Insurance		001 000 576 Current Expens	15,000.00	Liability & Program Assessment 2023

Report Total: 166,673.51

Fund	
001 Current Expense Fund	82,733.84
101 Street Fund	10,000.00
107 Public Safety Tax Fund	9,232.30
401 Water Operating Fund	31,835.81
405 Sewer Operating Fund	31,435.81
420 Solid Waste Fund	1,435.75

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:43:56 Date: 01/03/2023

As Of: 01/05/2023

Page: 3

Accts
Pay # Received Date Due Vendor Amount Memo

This report has been reviewed by:

Anabel Martinez
Anabel Martinez - City Clerk

01/03/23
Date

REMARKS:



MEMORANDUM

TO: MATTAWA CITY COUNCIL
 FROM: NANCY WETCH, P.E.
 DATE: DECEMBER 21, 2022
 SUBJECT: WATER SYSTEM GENERAL FACILITY
 CHARGE UPDATE
 CITY OF MATTAWA, GRANT COUNTY,
 WASHINGTON
 G&O #22834

The purpose of this memo is to provide an updated calculation of the maximum allowable General Facility Charge (GFC) that the City Council could consider based on the City's 2022 Water System Plan.

CURRENT GENERAL FACILITY CHARGES

In 2018, the City implemented GFCs per Resolution 18.05.03. The resolution was based on the City's Water and Sewer General Facility Charge Study (Gray & Osborne, 2016.) Table 1 shows the City's current total development charge which is comprised of three components: the system access fee, the estimated City costs for the physical connection, and the GFC.

TABLE 1

Current Estimated Development Charge

Estimated Total Development Charge per ERU	Outside ULID	Inside ULID
System Access Fee	\$350	\$350
Estimated Cost Physical Connection		
Parts and Materials ⁽¹⁾	Actual cost +15%	
Labor ⁽¹⁾	Actual cost + 10%	
Machine Rental ⁽¹⁾	Hourly Rental Rates	
Inspection of Private Installation ⁽¹⁾	Actual cost +10%	
General Facility Charge	\$4,000	\$2,000
Total	\$6,350	\$4,350

(1) Historically these charges have averaged around \$2,000 per installation.



December 21, 2022

Page 2

The City's water system was originally developed utilizing a utility local improvement district (ULID). As a result, many of the property owners had already paid an assessment to the City for water service. Therefore, the City established inside and outside ULID categories.

The 2016 GFC Study calculated the following maximum water utility GFCs. A summary of the maximum allowable GFCs calculated is shown in Table 2.

TABLE 2

2016 Calculated Maximum Allowable GFC⁽¹⁾

Water GFC	Outside of ULID GFC (\$/ERU)	Inside of ULID GFC (\$/ERU)
Existing Facility Component	\$11,713	\$5,809
Future Facility Component	\$148	\$148
Total GFC (maximum)	\$11,861	\$5,956

(1) From Table 2-10 of the City's Water and Sewer General Facility Charge Study (Gray & Osborne, 2016).

As shown in Table 2, very little of the calculated maximum allowable GFC was attributed to the "future facility component." This was due to the fact that the 2012 Water System Plan did not have any major planned capital improvements. Although Council was justified to charge the maximum allowable GFC as shown in Table 2, the Council chose to adopt a lower GFC, as shown in Table 1, in consideration of local market forces and the City policies in regard to community economic development.

In 2022, the City updated their water system plan and major capital improvements are required to ensure that the City's water system can meet the needs of the community in the 20-year planning period. Following are the updated existing and future facility components and the calculation for a new maximum allowable GFC based on the 2022 Water System Plan.

Existing Facility Component

GFCs are comprised of two components, the existing facility component and the future facility component. Table 3 is a summary of the existing facility component as presented in the 2016 GFC Study. The outstanding debt has been updated to current outstanding debt owed by the City.



TABLE 3
Existing Facility Component

Adjustments to Costs Included in the GFC	Outside the ULID	Inside the ULID
Total Original Cost	\$7,619,000	\$4,053,000
Plus 10 years Accumulated Interest	\$3,754,000	\$1,923,000
Less Outstanding Debt	(\$316,000)	(\$316,000)
Total Costs included in the GFC	\$11,507,000	\$5,660,000
Total Current ERUs	1,044	1,044
Existing Facility Component GFC⁽¹⁾	\$11,022	\$5,421

(1) Total cost included in the GFC / Total Current ERUs = Existing Facility Component GFC.

Future Facility Component

A GFC also includes a pro-rata share of the cost of facilities planned within the next 10 years. Table 4 lists capital improvements by costs for all water projects considered for inclusion in the GFC. The projects listed in Table 4 are based on those projects as listed in the 2022 Water System Plan.

TABLE 4
Future Capital Improvement Plan

Water Utility Improvement	2022 Costs
New Well 5	\$2,500,000
Well 2 Rehab and Re-Equip	\$1,400,000
Wells 3 and 4 Isolation Valving	\$75,000
Decommissioning Well 1	\$130,000
Well Level Monitoring	\$100,000
Well 3 Condition Assessment	\$30,000
Recoat Reservoir 2	\$1,300,000
Replace PLCs and Radios	\$100,000
New Pressure Zone	\$1,200,000
Isolation Valve Cut-IN	\$375,000
Total Capital Projects	\$7,210,000
Projected ERUs in 2032	1,182
Future Facility Component GFC	\$6,099

(1) Total Capital Projects / Projected ERUs in 2032 = Future Facility Component GFC



MAXIMUM CALCULATED WATER GENERAL FACILITY CHARGE

Table 5 presents the maximum calculated GFC based on the existing and future facility components. In addition to the GFC, the City should consider the \$350 access fee and the estimated \$2,000 physical connection charge when calculating the total development charge.

TABLE 5

2022 Maximum Calculated Water GFC and Development Charge

Water GFCs	Outside of ULID GFC (\$/ERU)	Inside of ULID GFC (\$/ERU)
Existing Facility Component	\$11,022	\$5,421
Future Facility Component	\$6,099	\$6,099
Total GFC (maximum)⁽¹⁾	\$17,121	\$11,520
Administrative Fee	\$350	\$350
Physical Connection	\$2,000	\$2,000
2022 Total Maximum Development Charge⁽²⁾	\$19,471	\$13,870
Current Total Development Charge⁽³⁾	\$6,350	\$4,350

- (1) This is the total maximum calculated GFC, the City should consider local market forces and economic development as part of the factors that determine the new GFC.
- (2) Total GFC + Administrative Fee + Physical Connection = Total Maximum Development Charge.
- (3) Taken from Table 1.

Table 6 presents water development charges and GFCs for other cities near Mattawa. Comparing the total cost for a connection to the water system (sum of administrative charges, installation costs, and GFCs) allows an equivalent comparison between systems.

TABLE 6

Water GFCs Other Jurisdictions

Jurisdiction	Installation	Administrative	GFC	Total
George	(1)	\$143	\$3,500	\$5,643
Kittitas	(1)	\$1,000	\$2,500	\$5,500
Mabton	(1)	\$500	\$3,500	\$6,000
Royal City	(2)	\$850	\$2,700	\$3,550
Soap Lake	(1)	\$500	\$1,000	\$3,500

- (1) Installation costs paid by the connecting user at actual cost of installation (estimated to be \$2,000).
- (2) Installation costs included in "Administrative" charge shown.



December 21, 2022
Page 5

It is recommended that the City consider increasing the GFC based on the Total GFC (maximum) fee calculated in Table 5. The City should consider local market forces and economic development as part of the factors that determine the new GFC.

NW/cah

AGREEMENT FOR REIMBURSEMENT OF HIRING AND TRAINING EXPENSES

1. Parties: The parties to this agreement are:

1.1 The City of Mattawa, Washington, a municipal corporation, herein referred to as the City; and

1.2 _____, herein referred to as the Applicant.

2. Recitals:

2.1 The Applicant acknowledges that the City will incur substantial expenses in the process of training the Applicant to be a commissioned Police Officer.

2.2 The Applicant acknowledges that the City will suffer substantial detriment if the Applicant should take employment elsewhere during a period of time for thirty-six (36) months following completion of training.

3. Agreement: In consideration of the agreement of the City to provide the Applicant with formal Police Officer training at a police academy as required by state law, the Applicant agrees as follows:

3.1 Obligation: In the event the Applicant's employment with the City ceases due to any cause other than "termination", as defined below, within thirty-six (36) months from the commencement of full time service as a Police Officer of the City subsequent to the completion of the period of academy training, and the Applicant accepts subsequent employment in law enforcement with another agency, the Applicant will reimburse the City for all expenses incurred in connection with the Applicant's hiring and training. The Applicant acknowledges that the reimbursement obligation arises out of the City's election to loan Applicant the costs of training and hiring, which Applicant voluntarily accepts, with the expectation that this loan is either repaid by a term of employment or through direct repayment to the City if employment ceases within the 36-month period.

3.2 Definition of Termination: The following definition of "termination" shall be applied to the terms of this agreement. "Termination" shall mean any discontinuance of the Applicant's employment due to injury or illness incurred other than in the line of duty resulting in the Applicant's permanent inability to perform the normal duties of the position held by the Applicant at the time of commencement of such injury or illness.

3.3 Calculation of Reimbursement Obligation: The reimbursement obligation of the Applicant shall be the sum of all amounts expended by the City in connection with hiring and training the Applicant, including but not limited to the following:

- A. Cost of background investigation and other entrance check expenses in the approximate amount of \$_____.
- B. Cost of police academy training in the approximate amount of \$_____.

Estimated Total Cost: \$_____

It is agreed that the amounts itemized above are estimates only. The Applicant agrees that the Applicant's actual reimbursement obligation will be determined by the City based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through a reasonable effort. A statement of that amount shall be provided the Applicants upon the Applicant's completion of academy training.

3.4 Credit for Continuous Employment: Credit for service rendered by Applicant will be given against the reimbursement obligation of Applicant at the rate of one-twelfth (1/12) of the total reimbursement obligation for each thirteen (13) weeks of continuous full-time employment subsequent to completion of academy training. Any absence from work due to illness, injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given.

3.5 Notice of Reimbursement Obligation: In the event the Applicant accepts employment with another employer which triggers the obligation of reimbursement under this agreement, the Applicant shall execute a statement under penalty of perjury that the Applicant has notified such subsequent employer of this reimbursement obligation.

3.6 Terms of Repayment: Beginning with the date of separation of the Applicant from service with the City, the reimbursement obligation shall bear interest at the rate of twelve percent (12%) per year. Complete payment of the reimbursement obligation shall be made by the Applicant within twenty-four (24) months of cessation for employment in monthly installments of no less than one twenty-fourth (1/24) of the total reimbursement obligation together with interest at twelve percent (12%) per year, commencing on the first day of the first month following the month during which cessation for employment occurs, and payable on or before the first of every month thereafter until paid. The Applicant agrees that in the event of the Applicant's failure to make any payment to the City as required pursuant to this agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable.

3.7 Costs and Fees: The Application further agrees that in the event the City incurs legal fees or other costs of collection in any effort to collect any delinquent

sums owing pursuant to this agreement, the Applicant will pay such expenses in addition to the portion of the reimbursement obligation then due.

3.8 Compliance with Wage Laws: Reimbursement by the Applicant is subject to the Washington State Minimum Wage Act and the Federal Labor Standards Act.

4. Notice of Right to Independent Legal Advice: The Applicant understands the Applicant has the right to have this document examined by an attorney of the Applicant's choosing and the Applicant is afforded the opportunity to discuss the terms of this agreement with said attorney prior to signing this agreement. Such right is understood and the Applicant has chosen to proceed as indicated by the Applicant's initials in the appropriate space below:

_____ I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult an attorney.

_____ I have consulted with an attorney regarding this agreement and received his/her explanation of its terms as evidenced by the attorney's signature below.

If the line preceding this paragraph is checked, the Applicant's attorney signs here:

Attorney for Applicant Date

APPLICANT

CITY OF MATTAWA

Date

Maggie Celaya, Mayor Date

Washington State
Grant County

I certify that I know or have satisfactory evidence that Wade Jones signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____, 2022.

Print or Type Name

NOTARY PUBLIC for State of Washington,
residing at: _____
My appointment expires: _____

RESOLUTION NO. 23.01.01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MATTAWA
DECLARING EASTER EGG HUNT, DIA DEL NIÑO Y EL LIBRO, CITY
CLEAN-UP, MOVIES IN THE PARK, NATIONAL NIGHT OUT, TRUNK-
OR-TREAT AND WINTER FESTIVAL AS COMMUNITY EVENTS

Recitals:

1. The City recognizes and acknowledges the importance of public special events that serve to enrich the civic, charitable, cultural, economic, entertainment, educational, and other values of the community and that enhance community identity; and
2. The City further recognizes that the limited economic, staff and other resources of the City require that the City provide City support only to those special events that uniquely promote and advance public objectives; and
3. The declaration of a public event as a Community Event may, at the sole discretion of the City, include provision of City resources; and
4. The City agrees to designate and sponsor Easter Egg Hunt Dia del Niño y el libro, City Clean-up, Movies in the Park, National Night Out, Trunk-or-Treat and Winter Festival events at the City Park.

Resolved:

1. Events in the Park shall occur on the following dates:

Easter Egg Hunt: April 8, 2023
Dia del Niño y el Libro: April 29, 2023
City Clean-up: June 3, 2023
Movie in the Park: June 23, July 14, August 4, 2023
National Night Out: August 4, 2023 (with movie event)
Trunk-or-Treat: October 31, 2023
Winter Festival: December 8, 2023
2. Vendors may sell various wares and refreshments upon the approval of the Mayor and provided they have a City business license, if required.
3. The City shall provide public restrooms, road block equipment and road block signs (if required), and trash can, and shall pay for movie licensing fee (and/or seek sponsors) and electricity and water used during the dates and hours of the event. Funds shall be taken from the City's General Fund: Community Events.
4. No City labor will be provided except as incidental support of volunteer work.

5. Each entity and its volunteers is responsible for the set-up and take down of its respective equipment.

6. Each vendor or booth participant shall handle the set-up and take-down of its individual booth and displays.

ADOPTED by the City Council of the City of Mattawa, Washington, this 5th day of January 2022.

Maria Celaya, Mayor

ATTEST:

Anabel Martinez, City Clerk



December 23, 2022

Ms. Anabel Martinez
Clerk-Treasurer
City of Mattawa
521 East Government Road
Mattawa, Washington 99349

SUBJECT: PROGRESS ESTIMATE 12, PHASE III EQUIPMENT INSTALLATION
CITY OF MATTAWA, GRANT COUNTY, WASHINGTON
G&O #20827.00

Dear Ms. Martinez:

We have enclosed Progress Estimate 12 for this project. Please make two copies of the progress estimate; one copy is for the City files and the other copy should be forwarded to the contractor with the payment. The amount due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Amount Earned this Period</u>
\$15,353.57	\$742.44	\$108,946.31

Please call me if you have any questions or concerns regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in blue ink that reads 'Nancy Wetch'.

Nancy Wetch, P.E.

NW/cah
Encl.
By email

cc: Mr. Dan Sjule, Project Manager, Apollo, Inc.

**PROGRESS ESTIMATE 12
DECEMBER 23, 2022**

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 1, 2022 TO OCTOBER 31, 2022

PROJECT:
CITY OF MATTAWA
PHASE III EQUIPMENT INSTALLATION
G&O JOB NUMBER #20827

CONTRACTOR:
APOLLO, INC.
1133 WEST COLUMBIA DRIVE
KENNEWICK, WA 99336

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
SCHEDULE A								
1	Mobilization/Demobilization	1 LS	\$99,000.00	0.00%	75.00%	\$0.00	\$74,250.00	75%
2	WWTF Building Restorator	1 LS	\$55,000.00	0.00%	97.09%	\$0.00	\$53,400.00	97%
3	Blower Installator	1 LS	\$147,000.00	0.00%	100.00%	\$0.00	\$147,000.00	100%
4	Aeration Equipment Cleaning	1 LS	\$62,000.00	0.00%	100.00%	\$0.00	\$62,000.00	100%
5	Aeration Equipment Installation	1 LS	\$250,000.00	0.00%	100.00%	\$0.00	\$250,000.00	100%
6	HVAC Equipment	1 LS	\$18,000.00	0.00%	100.00%	\$0.00	\$18,000.00	100%
7	HVAC Installation	1 LS	\$44,000.00	0.00%	100.00%	\$0.00	\$44,000.00	100%
8	Electrical Equipment	1 LS	\$193,000.00	0.00%	100.00%	\$0.00	\$193,000.00	100%
9	Electrical Installation	1 LS	\$104,000.00	0.00%	100.00%	\$0.00	\$104,000.00	100%
10	Control Panels	1 LS	\$77,000.00	0.00%	100.00%	\$0.00	\$77,000.00	100%
11	Control Panel Installator	1 LS	\$34,000.00	0.00%	100.00%	\$0.00	\$34,000.00	100%
12	Temporary Blower Demolitor	1 LS	\$14,000.00	0.00%	100.00%	\$0.00	\$14,000.00	100%
Subtotal, Schedule A						\$0.00	\$1,070,650.00	
SCHEDULE B								
1	Mobilization/Demobilization	1 LS	\$4,400.00	0.00%	68.18%	\$0.00	\$3,000.00	68%
2	Restroom Remodel	1 LS	\$18,000.00	0.00%	100.00%	\$0.00	\$18,000.00	100%
3	Electrical Room Architectural	1 LS	\$15,000.00	0.00%	100.00%	\$0.00	\$15,000.00	100%
4	Storage	1 LS	\$8,000.00	0.00%	100.00%	\$0.00	\$8,000.00	100%
Subtotal, Schedule B						\$0.00	\$44,000.00	

**PROGRESS ESTIMATE 12
DECEMBER 23, 2022**

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 1, 2022 TO OCTOBER 31, 2022

PROJECT:
CITY OF MATTAWA
PHASE III EQUIPMENT INSTALLATION
G&O JOB NUMBER #20827

CONTRACTOR:
APOLLO, INC.
1133 WEST COLUMBIA DRIVE
KENNEWICK, WA 99336

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
CHANGE ORDERS:								
CO1	Contract Time							
CO2	Item 1 - Filtrate Pump Station Improvements	1 LS	\$34,380.77	0.00%	100.00%	\$0.00	\$34,380.77	100%
CO3	Item 1 - UV Room Ceiling Improvements	1 LS	\$15,373.57	0.00%	100.00%	\$0.00	\$15,373.57	100%
CO4	Item 1 - Electrical Vault Lid Replacemen	1 LS	\$978.37	0.00%	0.00%	\$0.00	\$0.00	0%
CO5	Item 1 - WWTF Bathroom Upgrade:	1 LS	\$4,711.67	0.00%	100.00%	\$0.00	\$4,711.68	100%
	Item 2 - Relocate Industrial Sinl	1 LS	(\$876.44)	0.00%	100.00%	\$0.00	(\$876.44)	100%
CO6	Item 1 - UV Equipment Replacement	1 LS	\$165,103.32	0.00%	0.00%	\$0.00	\$0.00	0%
CO7	Item 1 - DO Probes and Pulley Mount System	1 LS	\$7,723.49	0.00%	100.00%	\$0.00	\$7,723.49	100%
CO8	Item 1 - UV Equipment Upgrade	1 LS	\$14,235.39	0.00%	0.00%	\$0.00	\$0.00	0%
CO9	Item 1 - Contract Time							
CO10	Item 1 - Influent Pump Replacement and Electrical Upgrade:	1 LS	\$59,394.86	25.00%	100.00%	\$14,848.72	\$59,394.86	
	Item 2 - Electrical Vault Credi	1 LS	(\$715.00)	0.00%	100.00%	\$0.00	(\$715.00)	100%

**PROGRESS ESTIMATE 12
DECEMBER 23, 2022**

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 1, 2022 TO OCTOBER 31, 2022

PROJECT:
CITY OF MATTAWA
PHASE III EQUIPMENT INSTALLATION
G&O JOB NUMBER #20827

CONTRACTOR:
APOLLO, INC.
1133 WEST COLUMBIA DRIVE
KENNEWICK, WA 99336

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$14,848.72	\$1,234,642.93
SALES TAX	8.40% \$1,247.29	\$103,710.01
MATERIALS ON HAND	\$92,850.30	\$92,850.30
TOTAL	\$108,946.31	\$1,431,203.24
LESS 5% RETAINED (BEFORE TAX)	\$742.44	\$61,732.16
TOTAL EARNED TO DATE LESS RETAINAGE		\$1,369,471.08
LESS AMOUNTS PREVIOUSLY PAID		
PROGRESS ESTIMATE 1		\$58,007.40
PROGRESS ESTIMATE 2		\$159,391.10
PROGRESS ESTIMATE 3		\$68,295.70
PROGRESS ESTIMATE 4		\$145,742.30
PROGRESS ESTIMATE 5		\$383,148.70
PROGRESS ESTIMATE 6		\$122,099.02
PROGRESS ESTIMATE 7		\$50,923.32
PROGRESS ESTIMATE 8		\$82,640.59
PROGRESS ESTIMATE 9		\$87,046.77
PROGRESS ESTIMATE 10		\$16,918.67
PROGRESS ESTIMATE 11		\$87,053.64
TOTAL PAYMENT NOW DUE:	\$108,203.87	\$108,203.87
ORIGINAL CONTRACT AMOUNT	\$1,142,000.00	
CONTRACT AMOUNT WITH CHANGE ORDERS 1-10	\$1,442,710.00	
CONTRACT PERCENTAGE TO DATE	86%	

PROGRESS ESTIMATE 12
DECEMBER 23, 2022

CITY OF MATTAWA
 GRANT COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JULY 1, 2022 TO OCTOBER 31, 2022

PROJECT:
 CITY OF MATTAWA
 PHASE III EQUIPMENT INSTALLATION
 G&O JOB NUMBER #20827


CONTRACTOR:
 APOLLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

APOLLO, INC.



 NANCY WETCH, P.E.



 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL					TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	
1	JANUARY 1, 2021 TO JUNE 30, 2021	\$56,100.00	8.40%	\$4,712.40	\$0.00	\$2,805.00	\$58,007.40
2	JULY 1, 2021 TO AUGUST 31, 2021	\$154,150.00	8.40%	\$12,948.60	\$0.00	\$7,707.50	\$159,391.10
3	SEPTEMBER 1, 2021 TO SEPTEMBER 30, 2021	\$66,050.00	8.40%	\$5,548.20	\$0.00	\$3,302.50	\$68,295.70
4	OCTOBER 1, 2021 TO OCTOBER 31, 2021	\$140,950.00	8.40%	\$11,839.80	\$0.00	\$7,047.50	\$145,742.30
5	NOVEMBER 1, 2021 TO NOVEMBER 30, 2021	\$370,550.00	8.40%	\$31,126.20	\$0.00	\$18,527.50	\$383,148.70
6	DECEMBER 1, 2021 TO DECEMBER 31, 2021	\$118,084.16	8.40%	\$9,919.07	\$0.00	\$5,904.21	\$122,099.02
7	JANUARY 1, 2022 TO JANUARY 31, 2022	\$49,248.86	8.40%	\$4,136.90	\$0.00	\$2,462.44	\$50,923.32
8	FEBRUARY 1, 2022 TO FEBRUARY 28, 2022	\$79,923.20	8.40%	\$6,713.55	\$0.00	\$3,996.16	\$82,640.59
9	MARCH 1, 2022 TO MARCH 31, 2022	\$84,184.50	8.40%	\$7,071.50	\$0.00	\$4,209.23	\$87,046.77
10	APRIL 1, 2022 TO APRIL 30, 2022	\$16,362.35	8.40%	\$1,374.44	\$0.00	\$818.12	\$16,918.67
11	MAY 1, 2022 TO JUNE 30, 2022	\$84,191.14	8.40%	\$7,072.06	\$0.00	\$4,209.56	\$87,053.64
12	JULY 1, 2022 TO OCTOBER 31, 2022	\$14,848.72	8.40%	\$1,247.29	\$92,850.30	\$742.44	\$108,203.87
TOTAL:		\$1,234,642.93		\$103,710.01	\$92,850.30	\$61,732.16	\$1,369,471.08