



**CITY OF MATTAWA
COUNCIL MEETING AGENDA
FEBRUARY 02, 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 Hearing: Bodrero / CAD Homes Development Agreement

III. Presentation Overview of Bodrero / CAD Homes Development Agreement

IV. Public Comments

V. Consent Agenda/Informational:

- Clerks Department List of Training/Certifications for 2023
- Public Works Department List of Training/Certifications for 2023
- Police Department List of Training/Certifications for 2023
- RAISE Grant for Government Road Improvements
- Minutes- Council Meeting 01/19/23
- 2023 Claims EFT & Checks Approval #19642-19668 - \$75,422.64
- 2023 Payroll EFT & Checks Approval #31834-31840 - \$107,407.39

VI. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

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

1. Development Agreement between City of Mattawa & CAD Homes LLC
2. WWTF Improvements – Awarding Project
3. WWTF Improvements – Construction Administration Contract – G & O
4. Solids Handling Evaluation Study Contract – G & O
5. Well #2 Rehabilitation Memorandum
6. Resolution 23.02.03 Amending Sub-Committee Rules/Policy & Procedure 2023-1
7. Cooperative Purchasing Agreements

IX. Executive Session: RCW 42.30.110
(g); To review the performance of a public employee.

X. Adjournment:

City of Mattawa Notice of Public Hearing

Name of Applicant: CAD Homes, LLC and Rex Bodrero

Application Number: ANNEX 2022-05 BODRERO

Date of Applications: Annexation: 5/9/2022, Development Agreement: 10/24/2022

Date of First Public Hearing: January 5, 2023 at 5:30pm

Public Hearing: February 2nd, 2023 at 5:30pm

Description of Proposed Project Action and Permits: The Development Agreement is for the Bodrero Annexation and future related planning and development permits. The applicant is proposing to annex 40.5 acres of vacant land zoned Urban Residential 2 into the City of Mattawa. The Development Agreement and Annexation Project Area consists of a single tax parcel and is located within the Mattawa Urban Growth Area, parcel #191539000. Upon annexation, the property would be rezoned to Residential 1 (R-1) and will be serviced by all city services including water, fire, sewer, police, school district, etc.

Other Permits Not Included, To the Extent Known: Development Agreement, City of Mattawa Building Permit, Excavation Permit, Major Subdivision Application, Development Application, Water and Sewer Permit.

Threshold Determination: The City of Mattawa has determined that this project is exempt from SEPA review per RCW 43.21C.222. Environmental documentation is not included in this application.

Requested Approvals, Actions and/or Required Studies: A Development Agreement, Annexation, and Zoning requires a Public Hearing before the Planning Agency and City Council and approval of the City Council. The Planning Agency and City Council must find the proposal is in accordance with Revised Code of Washington Chapters 35A.14 and 36.70B, and Mattawa Municipal Code Title 17, with respect to a development agreement, proposed annexation, zoning map amendment. Any studies produced related to this application can be reviewed in City Hall at 521 Government Rd or by request. Copies of the Development Agreement are available by request at Mattawa City Hall.

Statement of Public Comment Period: The fourteen (14) day comment period commences on **January 19, 2023 and lasts through February 2, 2023.** Any interested person/party has the right to comment on the proposal, receive notice of and participate in any hearing, request a copy of the decision once it is made and may appeal the decision subject to the requirements of Title 17.

Notice of Public Hearing: Pursuant to Mattawa Municipal Code Title 17, a public hearing is scheduled to hear public comment on the proposed development agreement, annexation, and zoning. The public is invited to attend and provide comment on this proposal. The Public Hearing is scheduled before the City Council on February 2, 2023 at 5:30pm at Mattawa City Hall at 521 Government Rd.

Statement of Preliminary Determination: The development regulations that will be used for project mitigation and to provide consistency with the type of land use for the proposed site are outlined in the Mattawa Comprehensive Plan, MMC 17.68 Amendments; MMC 14.07, Title 14 Development Code, Title 17 Zoning, and RCW 36.70B.

City Contact Person: To provide public comment or for further information about this project, please contact Jazmin Hernandez at 509-932-4037 or jahernandez@cityofmattawa-wa.gov or Rachelle Bradley, Planner (509)-835-3770 ext. 344 or rachelle.bradley@scjalliance.com.

**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 January 2023, 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”.

RECITALS

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

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

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

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

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

WHEREAS, the 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;

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

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. [REDACTED].
- b) After a public hearing, Ordinance No. [REDACTED], the City Council authorized the Mayor to sign this Development Agreement with the Developer;

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

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

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

WHEREAS, Owner and the Developer voluntarily agree to enter into this Agreement to provide for certain improvements as specified herein, as a condition of Annexation;

WHEREAS, the agreement of the Developer and Owner 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 Agreement but for such agreement and assurances by the Owner and Developer; and

WHEREAS, the Developer and Owner are entering into this Agreement to facilitate the Annexation of the Property and vesting of the Residential Single-Family (R1) zoning designation by the City as set forth in this Agreement, and to provide for mutual agreements related to the planning, development, and use of the Project on the Property.

GENERAL PROVISIONS

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

Section 1. Ownership of Property. Owner hereby covenants and warrants to the City that Owner and Developer are under contract for the sale of the Property to Developer— free and clear from any encumbrances that prohibit this Agreement. Furthermore, Owner and Developer each covenant 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 into this Agreement.

Section 2. Inducements of City Services and Commitments. Based on Owner and Developer's acknowledgement and representation to the City that Owner is the owner of the Property and that the Owner is specifically empowered- with appropriate control over the Property to legally enter into this Agreement, the City agrees to authorize the Annexation, -provide municipal services, and abide by the commitments hereunder following the date of the Adopting Ordinance.

Section 3. The Project. The Project is the Annexation, development and use of the Property, consisting of roughly 40.50 acres, more or less. Specifically, -Permit #ANNEX-2022-05 describes the Project as an annexation of a single tax parcel, #191539000 within the City of Mattawa Urban Growth Area (UGA).

Section 4. The Property. The Property, 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., Grant County, WA.

Section 5. Title Evidence and Survey.

- 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.

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

Section 6. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section. Other terms clearly designated in this Agreement shall have the meaning provided in connection with identification of that term.

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

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"Final Plat" means as defined in Chapter 16.09 MMC.

Section 7. Exhibits. Exhibits to this Agreement are as follows:

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

Section 8. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 9. Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in force for a period of five (5) years. Developer may request up to two (2) one (1) year extensions, which may be granted at the discretion of the City Council. This Agreement shall be void and of no effect if the City shall not annex the Property. The Term of Agreement applies to this Agreement and amendments to this Agreement, including subdivision, and shall under no circumstances exceed five (5) years unless an extension is granted. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Owner.

Section 10. Zoning. Upon the Effective Date, the Property will have a Residential Single-Family, Medium Density (R-1) zoning designation applied.

Section 11. Annexation. As a condition of Annexation, Developer shall provide the City with a completed Traffic Memo as identified in Section 14 and any Project impacts identified which are not already included in this Agreement shall be addressed to the mutual satisfaction of both parties prior to Annexation. In the event the Annexation is not approved on or before _____, 2023, Developer shall have the option to terminate this Agreement. In such event, this Agreement shall have no force or effect whatsoever.

Section 12. 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 those permitted uses, performance standards, and development standards specifically set forth in,~~ set forth in this Agreement.

Section 13. Development Permits. Developer agrees to develop the Property as a residential development with primarily single family residences. Developer agrees to provide a portion of such residential development at affordable prices. Developer agrees to submit applications for the residential development and other development permits for the development of the Property, and to develop the Property within five (5) years of annexation. Developer 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.

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

A. Permitted Uses

- i. Single-Family Dwellings
- ii. Two-Family Dwellings (Duplex)
- iii. Residential Planned Development
- iv. Mixed Use Planned Development
- v. Covered Outdoor Patios (Attached Structure)
- vi. Fences

B. Accessory Uses

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

C. Lot Standards

- i. Minimum Lot Size
 1. Standard Lot – 7,000 square feet
 2. Corner Lot – 7,500 square feet
 3. Duplex Lot – 8,000 square feet
- ii. Minimum Lot Depth – 100 feet
- iii. Minimum Lot Width
 1. Standard Lot – 65 feet
 2. Corner Lot – 75 feet
 3. Duplex Lot – 80 feet
- iv. Maximum Building Height – 2 Stories, or 35 feet
- v. Maximum Lot Coverage – 35%
- vi. Yard / Setbacks
 1. Front – 20 feet
 2. Side – 5 feet
 3. Rear – 15 feet
- vii. Deviation of Lot Standard

1. The Developer can make reasonable application for any deviation of Lot Standard as outlined by this section, provided the request is received concurrently with the application for preliminary plat. Such application shall include any and all details necessary to support the request to deviate.

D. 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 except through a density allowance for duplex structures, in which each dwelling unit shall only be considered 1/2 of the residential density as contained within that lot, and where each of the first (5) phases of the Project is limited to a maximum of four (4) duplex structures/lots per phase.
- 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 four (4) dwellings per acre shall be allowed except through an eligible density bonus of up to eight (8) dwelling units per acre 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 beyond the outlined density bonus. Any requested density bonus will be subject to this Agreement and reviewed at time of Preliminary Plat.

E. Parking

- i. Single-family lots shall have a minimum requirement of 2 parking spaces per unit.
- ii. Duplex lots shall have a minimum requirement of 3 parking spaces per unit, totaling 6 parking spaces per lot.



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F. Reserved Property

- i. Roughly 13.74 acres, or approximately 1/3 of the overall Property, will be reserved for the future development under the Residential Single-Family, Medium Density (R-1) zoning designation, allowing residential or mixed uses to be developed with or without provision for a Planned Development District. Unless otherwise authorized by this Agreement, any proposed further action or land use application will be reviewed and addressed under the adopted 2023 Comprehensive Plan and Municipal Code during time of site-specific development or Preliminary Plat, concurrently with or beyond the Term of this Agreement.

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G. Open Space and Recreation Facilities

- i. Developer shall provide a public dedication of 2.025 acres of real property to be utilized as open space for communal park and amenities, as decided by the City of Mattawa. 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, 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.

H. Road

- i. For purposes of this Agreement, any reference to a “public street” or “public road” shall mean streets dedicated to the City as part of the Project and shall not include private driveways. The road standards for all public roads will be to facilitate the orderly flow of traffic, provide safe pedestrian facilities, and account for city growth. Road standards shall follow a to-and-through connectivity standard and overview of the first five phases shall be submitted to the City prior to approval of Final Plat for Phase 1; Final Plat approval for Phase 1 is conditioned on City approval of the to-and-through connectivity standard proposed by Developer. Preliminary plat displaying a master plan of all phases with such specificity as shall be deemed necessary by City 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.

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- ◆ **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:



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.

B. Studies.

- i. The Washington State Department of Archaeological and Historic Preservation (DAHP) has determined the proposed subdivision to be an area characterized as moderate to high probability of encountering cultural resources. A professional archaeological survey of the project area was conducted. The report meets DAHP's Standards for Cultural Resource Reporting, and no direct archeological supervision is recommended. An Inadvertent Discovery Plan (IDP) shall be submitted prior to any ground disturbances.
- ii. A Traffic Memo, also referred to as a Trip Generation Letter ("Traffic Memo") will be required as a condition of annexation to provide information on existing traffic patterns at nearby intersections in addition to a trip generation analysis based on Project definition. Based on findings of the Traffic Memo, and prior to submittal of any land use application, additional analysis up to a Traffic Impact Analysis may be required to better determine the requirement and extent of the following potential mitigation measures in accordance with the specified schedule:
 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.

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

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.
- ii. Developer agrees, unless otherwise required as mitigation for traffic impacts outlined by the performed traffic analysis, 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.
- iii. As a proposed cost saving measure, the Developer agrees to ~~constructing~~construct 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.

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 improvements, or analysis, are required as a condition of Project approval unless otherwise specified by this Agreement. Temporary easements for temporary access may be required and shall be shown on applicable plat documents if existing.
- ii. Prior to the expiration of this Agreement all improvements required as a condition of any approval are to be fully constructed and or bonded or are to be vested under the most-current development regulations. Prior to the Project being deemed complete, all improvements required as any condition of approval shall be fully constructed, and the release of any bond(s) shall be executed.
- 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.

- 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).
 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.
 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.
 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.

E. Level of Service Standard (LOS).

- i. The City and Developer agree that the following Level of Service Standards (LOS) shall govern development of the Property, until updated by the 2023 Comprehensive Plan and ~~Municipal code amendment~~ [development regulations amendment](#) process. Any LOS not meeting the LOS standard shall be mitigated appropriately through typical permitting processes.
 1. **Fire.** LOS standard is an 8-minute response time. The Project design shall meet an 8-5-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.
 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.
 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.
 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.

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.

F. **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.

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

Section 16. Further Discretionary Actions. 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 17. Financing of Public Facilities.

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 pursuant to section 14(C) above ~~as applicable~~ and outlined by this Agreement. Developer is eligible for reimbursement of costs for off-site improvements through a latecomer agreement.

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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.

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C. Upon City request, the Developer agrees to participate in any required off-site improvements as determined necessary by the performed traffic analysis, subject to reimbursement as outlined by this Agreement. Developer is eligible for reimbursement of ~~costs~~fees for off-site improvements through a latecomer agreement.

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D.

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Section 18. Existing Land Use Fees and Impact Fees.

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

Section 19. 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 and~~ 13 and in conjunction with following:

- A. The first five (5) phases are estimated to consist of the procurement of roughly 18-20 residential lots each, across roughly 2/3 of the overall Property, resulting in a maximum density of 108 dwelling units, except as allowed by this Agreement.
- 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.
- E. Developer agrees to a dedication schedule as outlined within this Agreement.
- 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.
- 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.
- 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.



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◆ Section 20.

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Section 2120.

Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands in accordance with the following schedule:

- 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 at no expense to the City.
- B. Open Space and Recreation shall be dedicated in accordance with Section 13 of this Agreement.



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Section 2221. Default.

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

Section 2322. Termination. This Agreement shall expire and/or terminate as provided below:

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

- A. This Agreement shall terminate upon the expiration of the term identified in Section 9 or when the -Property has been fully developed, 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.

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Section 2423. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property, or any portion thereof, shall not affect any of the Developer's obligations to comply with the land use entitlements approved with respect to the Property, or any other conditions of the development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 2524. Effects upon Termination on City Obligations. Upon any termination of this Agreement as to the Developer of the Property, or any portion thereof, the approved land use entitlements, conditions of development, or limitations on fees shall be vested. Any land use entitlements and processes not approved prior to termination of this Agreement shall not be vested to any regulations or provisions set forth or contemplated in this Agreement.

- ◆ **Section 2526. 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 with all its rights, title, and interest therein to any person, firm, or corporation at the time during the term of this Agreement subject to the prior written approval of the City which shall not be unreasonably withheld. Developer or Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action, 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.

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Section 2726. Covenants Running with the Land.

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

fully perform all of the duties and obligations of the Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 2827. Amendment to Agreement; Effect of Agreement on Future Actions.

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

Section 2928. Releases. Developer may release itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 3129. 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 30. Notices.**

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

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

Section 3130. 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.

Section 3231. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in Grant County Superior Court or the U.S. District Court for the Eastern Washington.

Section 3332. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Owner. In such event, Developer and/or Owner 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 Owner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 3433. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 3534. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after

the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 3635. 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.

ACKNOWLEDGEMENT

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

DEVELOPER

CITY OF MATTAWA

By _____
CAD Homes, LLC
Drew Scott, Member

By _____
Maria Maggie Celaya, Mayor

OWNER

By: _____
The Estate of Ivan Dean Bodrero
Rex Bodrero, Legal Representative

ATTEST:

By _____
Anabel Martinez, City Clerk

APPROVED AS TO FORM:

By _____

Katherine L. Kenison, City Attorney

Clerks Department

List of Training/Conferences/Professional Development for 2023. Trainings are subject to change due to availability/location. Some trainings are virtual and in-person.

Employee	Title of Training	Date
Erika Lopez	Front Desk Safety & Security	February
	Dealing with Difficult People	March
	Communicate with Tact & Professionalism (2-day)	April
	Customer Service	May
	Succeeding as an Administrative Professional	June
	Harrasment in the Workplace/Diversity	September
	Springbrook Conference (Annual)	October
Jazmin Hernandez	Management Skills for Administrative Assistants	March
	How to Manage & Organize Accounts Payable	March
	Managing Emotions Under Pressure	April
	Harrasment in the Workplace/Diversity	September
	Springbrook Conference (Annual)	October
	Washington Finance Officers Association (Annual)	September
	BARS Training	TBD
Eastern Washington Finance Officers Association Conference	Spring/Fall	
Anabel Martinez	Leadership & Management Skills	February
	Building & Repairing Trust @ work	March
	Annual Report Trainings	1st/2nd Quarter of 2023
	Professional Development Classes (Municipal Clerk Certification)	June
	Harrasment in the Workplace/Diversity	September
	Washington Finance Officers Association (Annual)	September
	Springbrook Conference (Annual)	October
	BARS Training	TBD
	Eastern Washington Finance Officers Association Conference	Spring/Fall

Current Staff Certs.

	Staff	Public Operator Pesticide Certification*	Traffic Control Flagger Certification	Standard First Aid & CPR Certification	CDL Class A License	Water Distribution Manager I*	Water Distribution Manager II*	Wastewater Treatment Plant Operator I*	Wastewater Treatment Plant Operator II*	Cross Connection Control Specialist*
1	Juan Ledezma	X	X	X	X	X	X	-	Q3	Q2
2	Alberto Reyes	X	X	X	X	Q4		-	Q2	Q4
3	Jose Fernandez	X	X	X	X	Q2		Q4		Q2
4	Kevin Webster**									

X= Obtained

Q1: January, February, March

Q2: April, May, June

Q3: July, August, September

Q4: October, November, December

* Certifications that require CEU's

** TBD

2023 Staff Training Opportunity

Quarter	Month	Date	Course	Title	Location	Presented By
Q1	February	1	Webinars	Invasives, Landscapes, and Management	N/A	WSU
Q1	February	7	Virtual Training	"Internal Laboratory Audits - Best Practices" Live Online	N/A	PTA
Q1	February	8	Virtual Training	Math Review & Exam Prep for Operator Level I & II" LIVE ONLINE workshop; DW & WW CEU	N/A	PTA
Q1	February	13	Virtual Training	Excel Spreadsheet for Water & Wastewater Operators" Live Online Workshop; DW & WW CEU	N/A	PTA
Q1	February	14	Virtual Training	Introduction to Pumps" Workshop, Live Online; WW & DW CEU	N/A	PTA
Q1	February	15 to 16	In-Person	Recertification Courses	Yakima	WSU
Q1	February	14 to 16	In-Person	2023 Fall Conference and Tradeshow- Yakima WA	Yakima	ERWOW
Q1	February	21	Virtual Training	Aerobic & Anaerobic Digestion", Live Online workshop, WW CEU	N/A	PTA
Q1	February	21 to 22	In-Person	Recertification Courses	Kennewick	WSU
Q1	February	23	In-Person	Digging into Public Works: Training and Technical Assistance	Vancouver	WCIA
Q1	February	23	Virtual Training	APWA WA Construction Management Inspector Training Workshop	N/A	WCIA
Q1	February	23	Virtual Training	Introduction to Various Approved Ammonia Test Methods", Live online Workshop; WW CEU	N/A	PTA
Q1	February	28	Virtual Training	Summit-Supervisor's Role in Min. Liability for Discrimination, Harassment and Retaliation	N/A	WCIA
Q1	February	28 to 2	In-Person	Wastewater Exam Review, OIT, I and II (3 days)	TBD	ERWOW
Q1	March	1	In-Person	Digging into Public Works: Training and Technical Assistance	Tacoma	WCIA
Q1	March	1	In-Person	"Principles of the Activated Sludge Process"	Tacoma	PTA
Q1	March	1	Virtual Training	MRS-C Building and Repairing Trust at Work	N/A	WCIA
Q1	March	2	In-Person	Anatomy of a SCADA Controlled Pump Station	Auburn	WETRC
Q1	March	7	Virtual Training	"Review & Prep for Wastewater Operator level 1 & 2 Certification Exam"	N/A	PTA
Q1	March	8 to 9	Virtual Training	Managing Challenging Conversations	N/A	WCIA
Q1	March	9	In-Person	Centrifugal Pumps Components, Maintenance, Operation & Troubleshooting" workshop	Tacoma	PTA
Q1	March	9	In-Person	Water and Wastewater Utility Confined Space Entry	Auburn	WETRC
Q1	March	20 to 24	In-Person	WABO Annual Education Institute	Lynnwood	WCIA
Q1	March	20 to 22	In-Person	Backflow Assembly Tester Refresher Course	Spokane Valley	WETRC
Q1	March	21	Virtual Training	Risk Pool Claims Basics-Virtual Training	N/A	WCIA
Q1	March	23	Virtual Training	Occupational Burnout: The Science Behind Stress in the Workplace	N/A	WCIA
Q1	March	29 to 30	Virtual Training	Supervisor Boot Camp	N/A	WCIA
Q1	March	7 to 8	In-Person	Cross Connection Control Certification Exam Review (2 days)	Wenatchee	ERWOW
Q1	March	22	In-Person	How to Implement New Regulations	TBD	ERWOW
Q1	March	28 to 30	In-Person	Water Distribution Manager Exam Review (3 days)	Arlington	ERWOW
Q2	April		In-Person	Digging into Public Works: Training and Technical Assistance	Whatcom/Skaft County (TBD)	WCIA
Q2	April	4	In-Person	APWA Facilities and Grounds Management Certificate Workshop	TBD	WCIA
Q2	April	10	In-Person	CEU Roundup- The Importance of Record Keeping	TBD	ERWOW
Q2	April	26	In-Person	How to Implement New Regulations	TBD	ERWOW
Q2	May		In-Person	Digging into Public Works: Training and Technical Assistance	Clallam County (TBD)	WCIA
Q2	May	3 to 5	In-Person	Labor Relations Institute	Yakima	AWC
Q2	May	9 to 11	In-Person	Wastewater Exam Review, OIT, I and II (3 days)	Shelton	ERWOW
Q2	May	10	In-Person	Revised Total Coliform Rule Assessments	TBD	ERWOW
Q2	May	15	In-Person	Lead & Copper Rule: What the Change Means for My Utility	TBD	ERWOW
Q2	May	23 to 25	In-Person	Water Distribution Manager Exam Review (3 days)	Spokane	ERWOW
Q2	May	31	In-Person	Chlorination Getting It In to Getting It Out	TBD	ERWOW
Q2	June	6 to 8	In-Person	Wastewater Exam Review, OIT, I and II (3 days)	Spokane	ERWOW
Q2	June	12	In-Person	CEU Roundup- The Importance of Record Keeping	TBD	ERWOW
Q2	June	20 to 23	In-Person	AWC Annual Conference	Spokane	AWC
Q3	August	1 to 3	In-Person	Water Distribution Manager Exam Review (3 days)	Chehalis	ERWOW
Q3	September	12 to 14	In-Person	Wastewater Exam Review, OIT, I and II (3 days)	TBD	ERWOW
Q3	September	13	In-Person	CEU Roundup- The Importance of Record Keeping	TBD	ERWOW
Q3	September	18	In-Person	How to Implement New Regulations	TBD	ERWOW
Q3	September	26 to 27	In-Person	Cross Connection Control Certification Exam Review (2 days)	Shelton	ERWOW
Q3	September	TBD	In-Person	Water Law in Central Washington	TBD	The Seminar Group
Q4	October	3 to 4	In-Person	Components of a Small Public Water System (2 days)	Shelton	ERWOW
Q4	October	10 to 12	In-Person	Water Distribution Manager Exam Review (3 days)	East Wenatchee	ERWOW
Q4	October	10 to 12	In-Person	Wastewater Exam Review, OIT, I and II (3 days)	Toppenish	ERWOW
Q4	October	16	In-Person	How to Implement New Regulations	TBD	ERWOW
Q4	October	18 to 19	In-Person	Member Expo	Kennewick	AWC
Q4	October	18 to 20	In-Person	IACC - Conference	Wenatchee	IACC
Q4	October	25	In-Person	Revised Total Coliform Rule Assessments	TBD	ERWOW
Q4	October	30	In-Person	Lead & Copper Rule: What the Change Means for My Utility	TBD	ERWOW
Q4	November	1	In-Person	Chlorination Getting It In to Getting It Out	TBD	ERWOW
Q4	November	6	In-Person	CEU Roundup- The Importance of Record Keeping	TBD	ERWOW
Q4	December	5 to 7	In-Person	Water Distribution Manager Exam Review (3 days)	Dupont	ERWOW
	N/A		Recorded Webinars	Digging into Unit Price Contracts and Job Order Contracts	N/A	MRS-C
	N/A		Recorded Webinars	Meaningful Engagement Strategies for Local Government Procurement	N/A	MRS-C
	N/A		Recorded Webinars	MRS-C Rosters Electronic Bidding Webinar	N/A	MRS-C

Abbrev.	Website
WSU	WSU Pesticide Resources and Education Program https://pep.wsu.edu/rct/
ERWOW	Evergreen Rural Waster https://www.erwow.org/Training/Calendar/TabId/3376/PgriD/10913/PageID/2/Default.aspx
WCIA	Washington Cities Insurance Authority https://www.cvent.com/c/calendar/a00c9233-d592-485c-b690-fa0aab12d1a
MRS-C	Municipal Research and Services Center of Washington https://mrs-c.org/training/upcoming-trainings
WETRC	Washington Environmental Training Center https://www.campusce.net/WETRC/category/category.aspx?c=85-121
The Seminar Group	Summit Law Group https://web.cvent.com/event/c184ae1-6cb8-44bd-b570-ac21c0213086/summary
AWC	Association of Washington Cities https://wacities.org/events-education/conferences



CITY OF MATTAWA POLICE DEPARTMENT

■ 521 E. Government Road ■ Mattawa, Washington 99349 ■ 509-932-4112

Chief of Police Robert Salinas

Police Department Tentative training schedule for 2023

- Firearms qualification- Spring, Summer, Fall, Winter, and a night qual
- EVOC- Early Spring, early summer
- Taser recertification- March 18th Tentatively
- Defensive tactics- *Two years ago
- Legislative updates- * Two years ago
- First Aid* Three years ago
- Mental Health
- Homicide School – Unassigned
- Child Forensic Interview – Unassigned
- Middle Management – Unassigned
- Defensive Tactics Instructor – Unassigned

Officer Zesati- Supervisor Training

Officer Avalos- Rifle Training

Officer Villa- Gang Training/Street Crimes

Sergeant Pantaleon- Leadership Training

*Approximately

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- [How to Apply for RAISE Grants](#)

Related Documents

- [Past Application List \(TIGER/BUILD/RAISE\)](#)

Contact Us

Office of Infrastructure Finance and Innovation

Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590
United States

Email: RAISEgrants@dot.gov

Phone: [202-366-0301](tel:202-366-0301) 

Business Hours:

8:00am-5:00pm ET, M-F

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RAISE Discretionary Grants

Biden-Harris Administration Announces \$1.5 Billion Available through the 2023 RAISE Grant Program

Thursday, December 15, 2022

Popular RAISE Discretionary Grant Program helps communities build transportation projects that have significant local or regional impact and improve safety and equity.

WASHINGTON -- The U.S. Department of Transportation has published a Notice of Funding Opportunity (NOFO) for \$1.5 billion in grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program for 2023. The popular program helps communities around the country carry out projects with significant local or regional impact.

RAISE discretionary grants help project sponsors at the State and local levels, including municipalities, Tribal governments, counties, and others complete critical freight and passenger transportation infrastructure projects. The eligibility requirements of RAISE allow project sponsors to obtain funding for projects that are harder to support through other U.S. DOT grant programs.

Recent examples of funded projects include a critical bridge replacement in Tucson, new berth construction at Port Tampa Bay, a new pontoon bridge in Lafourche Parish, Louisiana, and a new snowmelt system in Berlin, New Hampshire. A full list of 2022 awarded projects can be found at the bottom of this page.

“The historic investments the Biden-Harris Administration is announcing today will help communities across the country modernize their transportation,” said U.S. **Transportation Secretary Pete Buttigieg**. “After decades of underinvestment in America’s infrastructure, we are supporting projects that help people and goods get where they need to go more safely, efficiently, and affordably.”

In 2022, RAISE funded 166 projects in all 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands.

RAISE projects are rigorously reviewed and evaluated on statutory criteria of safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity including tourism, state of good repair, partnership and collaboration, and innovation.

This year’s NOFO builds on the success of the RAISE program as authorized in the Bipartisan Infrastructure Law by refining the rating rubric and continuing to give priority to safety, environmental sustainability, mobility and community connectivity, and quality of life.

Additionally, projects designated “Reconnecting Extra” during the new FY [2022 Reconnecting Communities Program](#) (RCP) competition and submitted for consideration under the FY 2023 RAISE NOFO will have a greater opportunity to be advanced during the FY 2023 RAISE evaluation process, as described in the NOFO.

Half of the funding will go to projects in rural areas, and half of the funding will go to projects in urban areas. At least \$15 million in funding is guaranteed to go towards projects located in Areas of Persistent Poverty or Historically Disadvantaged Communities, and projects located in these areas will be eligible for up to 100 percent federal cost share, as directed by Congress in the Bipartisan Infrastructure Law.

As was the case last year, the Department is encouraging applicants to consider how their projects can address climate change, ensure racial equity, and remove barriers to opportunity. The Department also intends to use the RAISE program to support wealth creation and the creation of good-paying jobs with the free and fair choice to join a union, the incorporation of strong labor standards, and training and placement programs, especially registered apprenticeships.

The NOFO is available [here](#). The deadline for applications is 11:59 PM EST on February 28, 2023 and selections will be announced no later than June 28, 2023.

Email Updates

To sign up for updates, please enter your contact information below.

*Email Address

Submit

Related Links

- [RAISE 2022 Awards](#)
- [RAISE 2021 Capital Awards](#)
- [RAISE 2021 Planning Awards](#)
- [BUILD 2020 Awards](#)
- [BUILD 2019 Awards](#)
- [BUILD 2018 Awards](#)
- [TIGER 2017 Awards](#)
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Last updated: Thursday, December 15, 2022

U.S. DEPARTMENT OF TRANSPORTATION

1200 New Jersey Avenue, SE
Washington, DC 20590
855-368-4200



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[RAISE Grant Urbanized Area](#)

[Areas of Persistent Poverty and Historically Disadvantaged Communities](#)

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Related Links

- [FY 2023 RAISE Project Information Form](#)
- [RAISE Application Checklist](#)
- [RAISE NOFO](#)

Contact Us

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Washington, DC 20590
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How to Apply for RAISE Grants

Prepare to Submit the Application on Grants.gov

Applications must be submitted through Grants.gov. The Grants.gov “Apply” function is now open. **Please be aware that you must complete the Grants.gov registration process before submitting the Final Application, and that this process usually takes 2-4 weeks to complete.** Applicants are encouraged to start the Grants.gov registration process as soon as possible.

Final Applications must be submitted by 11:59:59 PM E.D.T. on February 28, 2023. Applicants are strongly encouraged to make submissions in advance of the deadline. Late applications will not be accepted.

To register on Grants.gov, applicants must:

1. Obtain a Unique Entity Identifier (UEI) number;*
2. Register with the System for Award Management (SAM) at www.SAM.gov;
3. Create a Grants.gov username and password; and
4. The E-Business Point of Contact (POC) at your organization must respond to the registration email from Grants.gov and login at Grants.gov to authorize you as an Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization.

For information and instructions on each of these processes, please see instructions at <http://www.grants.gov/web/grants/applicants/applicant-faqs.html>

*Please note, on April 4, 2022 the Federal government stopped using the Data Universal Numbering System (DUNS) number to uniquely identify entities. Now, entities doing business with the Federal government use a Unique Entity Identifier (UEI) created in SAM.gov.

If applicants experience difficulties at any point during registration or application process, please call the Grants.gov Customer Support Hotline at 1-800-518-4726.

Registering with Grants.gov is a one-time process; however, processing delays may occur and it can take up to several weeks for first-time registrants to receive confirmation and a user password. It is highly recommended that applicants start the registration process as early as possible to prevent delays that may preclude submitting an application by the deadlines specified. Applications will not be accepted after the due date of February 28, 2023.

In order to apply for RAISE Transportation Discretionary Grant funding under this announcement, all applicants are expected to be registered as an organization with Grants.gov. To learn more about registering as an organization with Grants.gov, please see the "Organization Registration Checklist" provided by Grants.gov at the following location:

<http://www.grants.gov/web/grants/applicants/organization-registration.html>

A complete list of Grants.gov applicant resources can be found here:

<http://www.grants.gov/web/grants/applicants.html>

The following parameters can be used to locate the [FY 2023 RAISE Funding Opportunity on Grants.gov](#):

Funding Opportunity Parameters

Funding Opportunity Number: DTOS59-23-RA-RAISE

Funding Opportunity Title: FY 2023 National Infrastructure Investments

CFDA Number(s): 20.933 -- National Infrastructure Investments

Late Application Policy

Applications that Grants.gov time stamps after 11:59:59 PM E.D.T on February 28, 2023 will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline, and applicants facing technical issues are advised to contact the Grants.gov helpdesk well in advance of the deadline.

Application Forms and Instructions

Applicants should thoroughly review the FY 2023 RAISE NOFO which outlines the required and recommended documents to submit under the FY 2023 competition. Application forms and attachments must be submitted through Grants.gov **by 11:59:59 PM E.D.T. on February 28, 2023.**

Please see the application checklist below to ensure your application package is complete and in the proper format. Most forms are to be drafted by the applicant and do not have templates. Instructions for what should be included in each form are in Section D of the NOFO. The SF-424 is a standard form that must be filled out and completed within the Grants.gov package. The Project Information Form is a required attachment that is provided in the Grants.gov download package and on the RAISE website [here](#). A copy of the application checklist below can be downloaded [here](#).

FY 2023 RAISE Application Checklist				
	Information	File Name	NOFO Section	Page Limit

1 <input type="checkbox"/>	SF-424 (Found in Grants.gov application package)	SF-424	D.2	N/A
2 <input type="checkbox"/>	Project Information Form (Found in Grants.gov application package and on RAISE website) (Excel)	FY2023 RAISE Project Information Form	D.2	N/A
3 <input type="checkbox"/>	Project Description	Project Description	D.2.i	5 pages
4 <input type="checkbox"/>	Project Location File (Shapefile, GEOJSON, KML/KMZ, or CSV)	Project Location File	D.2.ii	N/A
5 <input type="checkbox"/>	Project Budget	Project Budget	D.2.iii	5 pages
6 <input type="checkbox"/>	Funding Commitment Documentation	Funding Commitments	D.2.iii.e	N/A
7 <input type="checkbox"/>	Merit Criteria	Merit Criteria Narrative	D.2.iv and E.1.i	15 pages
8 <input type="checkbox"/>	Project Readiness	Project Readiness	D.2.v and E.1.ii	5 pages
9 <input type="checkbox"/>	Benefit-Cost Analysis Narrative*	BCA Narrative	D.2.vi and E.1.iii.	N/A
10 <input type="checkbox"/>	Benefit-Cost Analysis Calculations* (Excel)	BCA Calculation	D.2.vi and E.1.iii.	N/A
11 <input type="checkbox"/>	Letters of Support (optional)	Letters of Support	D2.iv And E.1.i	N/A

*Only capital project applications submit Benefit-Cost Analysis narratives and calculations.

[RAISE Home](#)

Last updated: Wednesday, December 14, 2022

U.S. DEPARTMENT OF TRANSPORTATION
 1200 New Jersey Avenue, SE
 Washington, DC 20590
 855-368-4200



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**CITY OF MATTAWA
COUNCIL MEETING MINUTES
JANUARY 19, 2023
5:30 PM**

Call to Order/Roll Call

The council meeting was called to order by Mayor Maria Celaya at 5:36 p.m. Council members present were Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia, Fabiola Hernandez. M/s; Berghout / Hernandez motion to excuse Wendy Lopez. Motion carried.

Staff present – Chief of Police Robert Salinas, Officer Edgar Villa, Public Works Director Juan Ledezma, City Clerk Anabel Martinez

Others Present: City Attorney Katherine Kenison, SCJ Alliance (Rachelle Bradley), CAD Homes representatives, Sara Prather, Drew Scott, German Godinez

~ ~ ~ ~ ~

I. Additions/Approval of Agenda:

** M/s; Berghout / Barajas motion to add to agenda an MOU proposal from the school, Progress estimate #13, Exit conference discussion, Political committee discussion, Meeting time change. Motion carried.

** M/s; Berghout / Acosta approve tonight’s agenda. Motion carried.

II. Public Comments:

** German Godinez would like to know what impacts the Bodrero development will make on nearby property owners.

** Rachelle shared that there have been about 130 responses on the online survey.

III. Consent Agenda/Informational:

** Legislative Bulletin – 01/09/23

** Washington Proposed Budgets 2023-2025

** Minutes – Council Meeting 12/15/22

** Notice of Public Hearing for Bodrero on February 2, 2023

** 2022 Claims EFT & Checks Approval #19617-19635 - \$26,578.06

** 2023 Claims Checks Approval #19616-19641 - \$21,105.05

** 2023 Payroll EFT Approval - \$10,200.00

** Treasurer Report

** 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 January 19, 2023, the Council approved for payment of 2022 Claims EFT & checks approval #19617-19635 in the amount of \$26,578.06, 2023 Claims checks approval #19616-19641 in the amount of \$21,105.05, 2023 Payroll EFT approval #19606-19614 in the amount of \$10,200.00

** M/s; Acosta / Beghout motion that bills, checks, payroll, 01.05.23 meeting minutes, treasurer report be approved. Motion carried.

IV. Reports

Mayor's Report:

** Mayor Celaya reported that Lars at the Port of Mattawa would like to have a retreat with council on February 4th at the administration office. Will email council more details and info.

** Working on a list of legislative representatives to share with council.

** The governors budget proposal was added to the consent agenda.

Council's Report:

** Councilman Acosta received complaints on potholes. He reached out to Mayor Celaya and she reached out to Juan whom already had a plan in place.

** Councilwoman Hernandez would like the council meeting link also posted on the city facebook. She also made a comment on how to make sure certain businesses like a local beauty salon can be correctly reporting revenue.

Police Department's Report:

** Chief Salinas presented newly graduated officer Edgar Villa. City clerk Anabel administered the oath of office. Edgar is happy to help make Mattawa a safe place.

** Police officer candidates completed the psych testing.

** Councilman Berghout would like to appreciate Officer Avalos and Pantaleon for assisting his dad while he got lost. They went above and beyond to help him and he appreciates their awesome work.

Public Works Department's Report:

** WWTF Improvements Re-bidding – bids came in ranging from 4.5 to 4.8 million. There was a slight saving from last bids. More information to come.

** Potholes is common when its wet, the repair of potholes would happen when the ground is dry for longer lasting .

** Starting to plan for spring clean up in late April. We are exploring different avenues to possibly implement a fee since the event is no longer free.

** Well #5 – working on an application for funding.

** Reader Board – a service call has been made since it is out of order.

V. **Council Items For Motion (Old Business):**

1. Resolution 23.01.02 Amending Appendix W – Water General Facility Charge

M/s; Acosta / Berghout motion to approve this resolution. Opposed, Hernandez. Motion carried.

VI. **Council Items For Motion (New Business):**

1. MOU Proposal Wahluke School District – Snowplow

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

2. Progress Estimate #13 Phase III Equipment Installation

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

3. Exit Interview Discussion

Councilman Berghout would like to the exit interview information shared with all council during an executive session.

M/s; Berghout / Acosta motion to add an executive session to next meeting. Motion carried.

4. Political Committee Discussion

Councilman Acosta would like to have a committee where members can reach out to county or state legislatives and politicians. No action needed.

5. Council Meeting Time Change

Councilman Berghout would like to have the council meeting time changed to 6:00 pm or 6:15 pm. The reason is because due to his work schedule he would be leaving Yakima at 5:00 pm. It was suggested Brian try logging in virtually before making any changes. No action needed.

VII. The council meeting was adjourned at 6:42 P.M. M/s; Acosta / Barajas. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

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City Of Mattawa

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15860	02/02/2023	02/02/2023	3236 911 SUPPLY PUBLIC SAFETY GEAR&APPAREL	332.23	MPD- Uniforms
	521 20 31 01	Uniforms & Clothing	001 000 521	332.23	ID Panels- Name Tape
15875	02/02/2023	02/02/2023	3236 911 SUPPLY PUBLIC SAFETY GEAR&APPAREL	123.35	MPD-Uniforms
	521 20 31 01	Uniforms & Clothing	001 000 521	123.35	ID Panel For Dept.
15848	02/02/2023	02/02/2023	2401 A-1 PERFORMANCE INC.	238.27	Monthly Cleaning Services January 2023
	518 30 48 00	Repair And Maintenance	001 000 518	238.27	Monthly Cleaning Services January 2023
15880	02/02/2023	02/02/2023	1622 ALSCO	102.74	Library Mat Maint. Services Jan. 18, 2023
	572 20 31 00	Library Maintenance And C	001 000 572	102.74	Library Mat Maint. Services Jan. 18, 2023
15855	02/02/2023	02/02/2023	2912 AXON ENTERPRISE, INC	7,171.32	MPD- Body Dock:Evidence Storage:Body Cameras
	521 20 35 00	Axon Cameras	107 000 521	7,171.32	MPD- Body Dock:Evidence Storage:Body Cameras
15867	02/02/2023	02/02/2023	3130 CASCADE ANALYTICAL EUROFINS, EUROFINS I	804.00	RC Samples
	534 10 41 02	Chemical Samples	401 000 534	804.00	RC Samples
15876	02/02/2023	02/02/2023	1886 CENTURY LINK	67.14	WWTF SCADA System
	535 10 42 00	Telephone	405 000 535	67.14	WWTF SCADA System
15877	02/02/2023	02/02/2023	1886 CENTURY LINK	126.17	Lift Station Line
	535 10 42 00	Telephone	405 000 535	126.17	Lift Station Line
15881	02/02/2023	02/02/2023	443 CITY OF MATTAWA-PETTY CASH	81.08	Petty Cash
	514 23 31 00	Postage	001 000 514	7.21	Utility Postage For Dec.
	518 30 47 14	City Hall Utilities	001 000 518	14.38	Drinking Water
	521 20 31 02	Postage	001 000 521	42.23	MPD-Postage
	554 30 31 00	Animal Control / Supplies	001 000 554	17.26	Dog Food
15863	02/02/2023	02/02/2023	2304 FIRST BANKCARD	243.22	Credit Cards Expenses- MPD
	521 10 49 00	Professional Services	001 000 521	16.22	Adobe Acrobat January 2023
	521 10 49 00	Professional Services	001 000 521	16.22	Adobe Acrobat December 2022
	521 10 49 00	Professional Services	001 000 521	108.20	Schedule Anywhere License
	521 10 49 00	Professional Services	001 000 521	89.84	Office Phone Lines
	521 20 31 00	Office Supplies	001 000 521	12.74	Numbering Stamps

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15864	02/02/2023	02/02/2023	2304		
			FIRST BANKCARD	887.28	Credit Card Expenses- Clerks
511 60 31 00	Mayor/Council	-Office & O	001 000 511	Current Expens	28.20 Car Magnet For Council/Mayor
514 23 31 02	Office Supplies		001 000 514	Current Expens	130.97 Bankers Box/File Folders/Pens/Envelopes
514 23 31 02	Office Supplies		001 000 514	Current Expens	71.42 Batteries/Manila Folders/Laminating Paper/Facial Tissue
514 23 31 02	Office Supplies		001 000 514	Current Expens	9.93 Batteries
514 23 31 02	Office Supplies		001 000 514	Current Expens	14.95 Folders
514 23 31 02	Office Supplies		001 000 514	Current Expens	58.15 Business Cards-Erika Lopez
514 23 43 00	Travel & Education		001 000 514	Current Expens	40.00 Training-Building Repair Trust Work-Anabel
518 23 42 14	Telephone/Internet Expense		001 000 518	Current Expens	48.06 Office Phone Lines
518 23 42 14	Telephone/Internet Expense		001 000 518	Current Expens	67.95 City Hall Internet
518 30 47 14	City Hall Utilities		001 000 518	Current Expens	16.67 Monthly Web Site
518 70 31 00	Other Supplies And Furnitu		001 000 518	Current Expens	31.74 Paper Towels
521 10 49 00	Professional Services		001 000 521	Current Expens	16.67 Monthly Web Site
521 20 31 00	Office Supplies		001 000 521	Current Expens	31.74 Paper Towels
521 20 31 02	Postage		001 000 521	Current Expens	10.72 Batteries
521 20 31 02	Postage		001 000 521	Current Expens	9.93 Batteries
521 40 49 00	Training		001 000 521	Current Expens	40.00 Training Building Repairing Trust At Work-Robert
534 10 31 00	Office Supplies		401 000 534	Water Operatin;	10.58 Paper Towels
534 10 31 00	Office Supplies		401 000 534	Water Operatin;	3.58 Batteries
534 10 31 00	Office Supplies		401 000 534	Water Operatin;	3.32 Batteries
534 10 41 05	Professional Services		401 000 534	Water Operatin;	8.33 Monthly Web Site
534 10 42 00	Telephone		401 000 534	Water Operatin;	48.08 Office Phone Lines
534 10 43 00	Travel & Training		401 000 534	Water Operatin;	20.00 Training-Building Repairing Trust Work-Juan
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	10.58 Paper Towels
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	3.58 Batteries
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	3.31 Batteries
535 10 41 04	Professional Services		405 000 535	Sewer Operatin	8.33 Monthly Web Site
535 10 42 00	Telephone		405 000 535	Sewer Operatin	48.08 Office Phone Lines
535 10 43 00	Travel & Training		405 000 535	Sewer Operatin	20.00 Training Building Repairing Trust Work-Juan
535 10 47 00	Utilities		405 000 535	Sewer Operatin	54.95 WWTF Internet Services
537 10 31 00	Office Supplies		420 000 537	Solid Waste Fu	10.57 Paper Towels
537 10 31 00	Office Supplies		420 000 537	Solid Waste Fu	3.58 Batteries
537 10 31 00	Office Supplies		420 000 537	Solid Waste Fu	3.31 Batteries
15871	02/02/2023	02/02/2023	2304		
			FIRST BANKCARD	1,047.83	Credit Card Expenses-PW
534 10 31 00	Office Supplies		401 000 534	Water Operatin;	31.43 Hole Punch Desktop
534 10 41 05	Professional Services		401 000 534	Water Operatin;	16.25 Adobe Acrobat Pro
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;	51.50 Pesticide Renewal-Jose Fernandez

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534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	77.26	Snow Plow Shoes
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	54.62	LED Bulb Combo Kit
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	20.17	Touch Up Paint
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	31.43	Hole Punch Desktop
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	74.03	Outlet Extender/Power Adapter
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	87.00	Water Distribution Specialist-Jose Fernandez
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	1.74	CC Fee For Water Distribution Specialist-Jose Fernande
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	54.62	LED Bulb Combo Kit
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	183.40	Shoe Assembly Replacement
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	15.00	Carwash
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	15.00	Carwash
535 10 48 03	Vehicle Repair / Maintenanc		405 000 535 Sewer Operatin	15.00	Carwash
542 30 43 00	Travel And Training		101 000 542 Street Fund	75.00	CDI DOT Physical-Jose Fernandez
542 30 48 01	Vehicle Repair & Maintena		101 000 542 Street Fund	49.96	Snow Plow Blade Skid Shoe
542 30 48 01	Vehicle Repair & Maintena		101 000 542 Street Fund	75.83	Tractor Bucket Protector/ Charger
542 30 48 01	Vehicle Repair & Maintena		101 000 542 Street Fund	93.21	Tractor Bucket Protector/Charger
576 80 48 01	Vehicle Repair & Maintena		001 000 576 Current Expens	24.39	Snow Plow Blade Skid Shoes
15858	02/02/2023	02/02/2023	1698 GRANT COUNTY PUD	1,952.58	Power Billing December 2022
518 30 47 14	City Hall Utilities		001 000 518 Current Expens	291.68	City Hall
534 10 47 01	Utilities		401 000 534 Water Operatin	1,357.07	707 2nd Well
534 10 47 01	Utilities		401 000 534 Water Operatin	45.72	Boundary Ave
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	152.97	Library
576 80 47 00	Park Utilities		001 000 576 Current Expens	25.60	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	26.87	Manson Lane
576 80 47 00	Park Utilities		001 000 576 Current Expens	29.11	Control Circuit
576 80 47 00	Park Utilities		001 000 576 Current Expens	23.56	Outlets
15859	02/02/2023	02/02/2023	1698 GRANT COUNTY PUD	2,096.84	Power Billing Dec. 2022
534 10 47 01	Utilities		401 000 534 Water Operatin	241.67	709 1st Street
535 10 47 00	Utilities		405 000 535 Sewer Operatin	77.41	8th Street Portage Ave
535 10 47 00	Utilities		405 000 535 Sewer Operatin	1,332.56	U Rd.
576 80 47 00	Park Utilities		001 000 576 Current Expens	144.57	104 Portage Ave
576 80 47 00	Park Utilities		001 000 576 Current Expens	300.63	710 1st Street
15872	02/02/2023	02/02/2023	1734 GRAY & OSBORNE INC	5,073.53	Well 2 Rehabilitation And Re-Equipment Professional Services December 4- December 31, 2022

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594 34 48 00	Well #2 Upgrade		401 000 594 Water Operatin	5,073.53	Well 2 Rehabilitation And Re-Equipment Professional Services December 4- December 31, 2022
15873	02/02/2023	02/02/2023	1734 GRAY & OSBORNE INC	397.26	Water GFC Study Update- Professional Services December 4- December 31, 2022
534 10 41 03	Engineering Services		401 000 534 Water Operatin	397.26	Water GFC Study Update- Professional Services December 4- December 31, 2022
15874	02/02/2023	02/02/2023	1734 GRAY & OSBORNE INC	624.69	WWTF Fire Assitance- Professional Services December 4- December 31, 2022
535 10 41 08	Professional Services - WW		405 000 535 Sewer Operatin	624.69	WWTF Fire Assitance- Professional Services December 4- December 31, 2022
15868	02/02/2023	02/02/2023	237 H. D. FOWLER CO	933.25	PW-Parts/Supplies
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	59.53	Meter Rebuldt Kit
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	873.72	HDPE Meter Box Cover/Heavywall Meter Box
15847	02/02/2023	02/02/2023	2313 LOU SOWERS, PC	700.00	Pre-employment Psychological Evaluation-Alejandro Vazquez
521 10 49 00	Professional Services		001 000 521 Current Expens	700.00	Pre-employment Psychological Evaluation-Alejandro Vazquez
15862	02/02/2023	02/02/2023	324 MULTI AGENCY COMMUNICATION CENTER	2,284.34	Dispatch Services February 2023
522 20 42 01	Communications MACC		001 000 521 Current Expens	2,284.34	Dispatch Services February 2023
15846	02/02/2023	02/02/2023	2798 PACIFIC OFFICE AUTOMATION	247.64	Monthly Equipment Fee December 2022
518 70 45 01	Copier Lease		001 000 518 Current Expens	82.55	Monthly Equipment Fee December 2022
534 10 45 01	Copier Lease		401 000 534 Water Operatin	82.55	Monthly Equipment Fee December 2022
535 10 45 01	Copier Lease		405 000 535 Sewer Operatin	82.54	Monthly Equipment Fee December 2022
15870	02/02/2023	02/02/2023	3532 PBS ENGINEERING & ENVIROMENTAL INC	4,200.00	PW- Phase I Enviromental Site Assessment-Professional Services December 3, 2022- December 30, 2022
518 90 41 00	Central Services - Professio		350 000 518 Capital Improv	4,200.00	PW- Phase I Enviromental Site Assessment-Professional Services December 3, 2022- December 30, 2022
15869	02/02/2023	02/02/2023	358 POLLARDWATER	140.11	PW-Parts/Supplies

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534 10 31 00	Office Supplies		401 000 534 Water Operatin	70.06	Dipper & Snubber	
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	70.05	Dipper & Snubber	
15857	02/02/2023	02/02/2023	2729	QUADIENT FINANCE USA INC.	250.00	Postage Machine
514 23 31 00	Postage		001 000 514 Current Expens	100.00	Postage Machine	
521 20 32 02	Additional Officer Vehicle I		001 000 521 Current Expens	50.00	Postage Machine	
534 10 30 02	Postage		401 000 534 Water Operatin	50.00	Postage Machine	
535 10 31 01	Postage		405 000 535 Sewer Operatin	50.00	Postage Machine	
15849	02/02/2023	02/02/2023	2963	SMARSH INC	7,330.55	Archiving Web Annual 2023
518 30 49 14	Professional Services		001 000 518 Current Expens	2,443.52	Archiving Web Annual 2023	
521 10 49 00	Professional Services		001 000 521 Current Expens	2,443.52	Archiving Web Annual 2023	
534 10 41 05	Professional Services		401 000 534 Water Operatin	814.51	Archiving Web Annual 2023	
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	814.51	Archiving Web Annual 2023	
542 30 41 00	Professional Services		101 000 542 Street Fund	814.49	Archiving Web Annual 2023	
15866	02/02/2023	02/02/2023	3299	SOILTEST FARM CONSULTANTS INC	320.00	WWTP RC Samples
535 10 41 02	Testing Samples		405 000 535 Sewer Operatin	320.00	WWTP RC Samples	
15850	02/02/2023	02/02/2023	3297	SPRINGBROOK HOLDING COMPANY LLC	236.25	Clerks- Accounting Advisory Services
518 30 49 14	Professional Services		001 000 518 Current Expens	236.25	Clerks- Accounting Advisory Services	
15879	02/02/2023	02/02/2023	3405	STERICYCLE INC	129.14	Shredding Services 1-11-2023
518 30 49 14	Professional Services		001 000 518 Current Expens	64.57	Shredding Services 1-11-2023	
521 10 49 00	Professional Services		001 000 521 Current Expens	64.57	Shredding Services 1-11-2023	
15852	02/02/2023	02/02/2023	2140	THINK THANK SANITATION INC.	180.00	Portable Restroom Jan. 2023
576 80 47 00	Park Utilities		001 000 576 Current Expens	180.00	Portable Restroom Jan. 2023	
15853	02/02/2023	02/02/2023	732	U.S CELLULAR	763.68	MPD Cell Phone Services
521 20 42 00	Telephone		001 000 521 Current Expens	763.68	MPD Cell Phone Services	
15878	02/02/2023	02/02/2023	732	U.S CELLULAR	590.05	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	
534 10 42 00	Telephone		401 000 534 Water Operatin	178.28	PW Cell Phone Services	
535 10 42 00	Telephone		405 000 535 Sewer Operatin	178.28	PW Cell Phone Services	
15854	02/02/2023	02/02/2023	554	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees Dec. 2022

ACCOUNTS PAYABLE

City Of Mattawa

Time: 13:25:21 Date: 01/30/2023

As Of: 02/02/2023

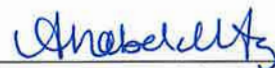
Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
514 23 41 01	Banking And Visa/Mercha		001 000 514 Current Expens	26.00	Bank Fees Dec. 2022
15861	02/02/2023	02/02/2023	524 WA ASSOC OF SHERIFFS, & POLICE CHIEFS	120.00	MPD-Active Dues Category B
521 20 49 02	Association Dues & Etc.		001 000 521 Current Expens	120.00	MPD-Active Dues Category B
15851	02/02/2023	02/02/2023	422 WA STATE AUDITOR'S OFFICE	1,213.05	Audit Period 20-21
518 23 41 00	State Auditor		001 000 518 Current Expens	304.05	Audit Period 20-21
534 10 41 00	State Auditor		401 000 534 Water Operatin	303.00	Audit Period 20-21
535 10 41 00	State Auditor		405 000 535 Sewer Operatin	303.00	Audit Period 20-21
537 10 41 00	State Auditor		420 000 537 Solid Waste Fu	303.00	Audit Period 20-21
15865	02/02/2023	02/02/2023	471 WAHLUKE SCHOOL DISTRICT	7,106.38	Cops Grant Expenditures #13
521 10 10 02	Contracts & Consultants - V		105 000 521 COPS Grant	7,106.38	Cops Grant Expenditures #13
15856	02/02/2023	02/02/2023	2957 WASTE MANAGEMENT	67.44	WWTF Garbage Disposal
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	67.44	WWTF Garbage Disposal

Report Total: 48,207.41

Fund	
001 Current Expense Fund	12,863.91
101 Street Fund	1,108.49
105 COPS Grant	7,106.38
107 Public Safety Tax Fund	7,171.32
350 Capital Improvement Fund	4,200.00
401 Water Operating Fund	10,697.01
405 Sewer Operating Fund	4,739.84
420 Solid Waste Fund	320.46

This report has been reviewed by:



1/30/23

REMARKS:

Anabel Martinez - City Clerk

Date

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 January 2023, 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”.

RECITALS

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

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

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

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

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

WHEREAS, the 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;

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

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. [REDACTED].
- b) After a public hearing, Ordinance No. [REDACTED], the City Council authorized the Mayor to sign this Development Agreement with the Developer;

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

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

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

WHEREAS, Owner and the Developer voluntarily agree to enter into this Agreement to provide for certain improvements as specified herein, as a condition of Annexation;

WHEREAS, the agreement of the Developer and Owner 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 Agreement but for such agreement and assurances by the Owner and Developer; and

WHEREAS, the Developer and Owner are entering into this Agreement to facilitate the Annexation of the Property and vesting of the Residential Single-Family (R1) zoning designation by the City as set forth in this Agreement, and to provide for mutual agreements related to the planning, development, and use of the Project on the Property.

GENERAL PROVISIONS

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

Section 1. Ownership of Property. Owner hereby covenants and warrants to the City that Owner and Developer are under contract for the sale of the Property to Developer free and clear from any encumbrances that prohibit this Agreement. Furthermore, Owner and Developer each covenant 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 into this Agreement.

Section 2. Inducements of City Services and Commitments. Based on Owner and Developer's acknowledgement and representation to the City that Owner is the owner of the Property and that the Owner is specifically empowered with appropriate control over the Property to legally enter into this Agreement, the City agrees to authorize the Annexation, provide municipal services, and abide by the commitments hereunder following the date of the Adopting Ordinance.

Section 3. The Project. The Project is the Annexation, development and use of the Property, consisting of roughly 40.50 acres, more or less. Specifically, Permit #ANNEX-2022-05 describes the Project as an annexation of a single tax parcel, #191539000 within the City of Mattawa Urban Growth Area (UGA).

Section 4. The Property. The Property, 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., Grant County, WA.

Section 5. Title Evidence and Survey.

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

Section 6. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section. Other terms clearly designated in this Agreement shall have the meaning provided in connection with identification of that term.

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

"Final Plat" means as defined in Chapter 16.09 MMC.

Section 7. Exhibits. Exhibits to this Agreement are as follows:

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

Section 8. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 9. Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in force for a period of five (5) years. Developer may request up to two (2) one (1) year extensions, which may be granted at the discretion of the City Council. This Agreement shall be void and of no effect if the City shall not annex the Property. The Term of Agreement applies to this Agreement and amendments to this Agreement, including subdivision, and shall under no circumstances exceed five (5) years unless an extension is granted. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Owner.

Section 10. Zoning. Upon the Effective Date, the Property will have a Residential Single-Family, Medium Density (R-1) zoning designation applied.

Section 11. Annexation. As a condition of Annexation, Developer shall provide the City with a completed Traffic Memo as identified in Section 14 and any Project impacts identified which are not already included in this Agreement shall be addressed to the mutual satisfaction of both parties prior to Annexation. In the event the Annexation is not approved on or before _____, 2023, Developer shall have the option to terminate this Agreement. In such event, this Agreement shall have no force or effect whatsoever.

Section 12. 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.

Section 13. Development Permits. Developer agrees to develop the Property as a residential development with primarily single family residences. Developer agrees to provide a portion of such residential development at affordable prices. Developer agrees to submit applications for the residential development and other development permits for the development of the Property, and to develop the Property within five (5) years of annexation. Developer 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.

Section 14. Permitted Uses, Performance Standards, and Development Standards. Throughout the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservations and dedications of land or payment of fees in lieu of

dedication for public purposes, the construction, installation, and extension of public improvements, development guidelines and standards for development of the Project and Property shall be those set forth in the Existing Land Use Regulations, or as expressly provided hereunder:

A. Permitted Uses

- i. Single-Family Dwellings
- ii. Two-Family Dwellings (Duplex)
- iii. Residential Planned Development
- iv. Mixed Use Planned Development
- v. Covered Outdoor Patios (Attached Structure)
- vi. Fences

B. Accessory Uses

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

C. Lot Standards

- i. Minimum Lot Size
 1. Standard Lot – 7,000 square feet
 2. Corner Lot – 7,500 square feet
 3. Duplex Lot – 8,000 square feet
- ii. Minimum Lot Depth – 100 feet
- iii. Minimum Lot Width
 1. Standard Lot – 65 feet
 2. Corner Lot – 75 feet
 3. Duplex Lot – 80 feet
- iv. Maximum Building Height – 2 Stories, or 35 feet
- v. Maximum Lot Coverage – 35%
- vi. Yard / Setbacks
 1. Front – 20 feet
 2. Side – 5 feet
 3. Rear – 15 feet
- vii. Deviation of Lot Standard
 1. The Developer can make reasonable application for any deviation of Lot Standard as outlined by this section, provided the request is received concurrently with the application for preliminary plat. Such application shall include any and all details necessary to support the request to deviate.

D. 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 except through a density allowance for duplex structures, in which each dwelling unit shall only be considered ½ of the residential density as contained within that lot, and where each of the first (5) phases of the Project is limited to a maximum of four (4) duplex structures/lots per phase.

- 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 four (4) dwellings per acre shall be allowed except through an eligible density bonus of up to eight (8) dwelling units per acre 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 beyond the outlined density bonus. Any requested density bonus will be subject to this Agreement and reviewed at time of Preliminary Plat.

E. Parking

- i. Single-family lots shall have a minimum requirement of 2 parking spaces per unit.
- ii. Duplex lots shall have a minimum requirement of 3 parking spaces per unit, totaling 6 parking spaces per lot.

F. Reserved Property

- i. Roughly 13.74 acres, or approximately 1/3 of the overall Property, will be reserved for the future development under the Residential Single-Family, Medium Density (R-1) zoning designation. Unless otherwise authorized by this Agreement, any proposed further action or land use application will be reviewed and addressed under the adopted 2023 Comprehensive Plan and Municipal Code during time of site-specific development or Preliminary Plat, concurrently with or beyond the Term of this Agreement.

G. Open Space and Recreation Facilities

- i. Developer shall provide a public dedication of 2.025 acres of real property to be utilized as open space for communal park and amenities, as decided by the City of Mattawa. 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, 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.

H. Road

- i. For purposes of this Agreement, any reference to a “public street” or “public road” shall mean streets dedicated to the City as part of the Project and shall not include private driveways. The road standards for all public roads will be to facilitate the orderly flow of traffic, provide safe pedestrian facilities, and account for city growth. Road standards shall follow a to-and-through connectivity standard and overview of the first five phases shall be submitted to the City prior to approval of Final Plat for Phase 1; Final Plat approval for Phase 1 is conditioned on City approval of the to-and-through connectivity standard proposed by Developer. Preliminary plat displaying a master plan of all phases with such specificity as shall be deemed necessary by City 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.

Section 15. 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:

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.

B. Studies.

- i. The Washington State Department of Archaeological and Historic Preservation (DAHP) has determined the proposed subdivision to be an area characterized as moderate to high probability of encountering cultural resources. A professional archaeological survey of the project area was conducted. The report meets DAHP's Standards for Cultural Resource Reporting, and no direct archeological supervision is recommended. An Inadvertent Discovery Plan (IDP) shall be submitted prior to any ground disturbances.
- ii. A Traffic Memo, also referred to as a Trip Generation Letter ("Traffic Memo") will be required as a condition of annexation to provide information on existing traffic patterns at nearby intersections in addition to a trip generation analysis based on Project definition. Based on findings of the Traffic Memo, and prior to submittal of any land use application, additional analysis up to a Traffic Impact Analysis may be required to better determine the requirement and extent of the following potential mitigation measures in accordance with the specified schedule:
 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.
 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.
 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.
 4. Any other off-site mitigation measures as determined necessary by the performed traffic analysis, and in accordance with applicable phase, subject to the financing and reimbursements as outlined by this Agreement.
- 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.

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.
- ii. Developer agrees, unless otherwise required as mitigation for traffic impacts outlined by the performed traffic analysis, 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.

- iii. As a proposed cost saving measure, the Developer agrees to construct 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.

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 improvements, or analysis, are required as a condition of Project approval unless otherwise specified by this Agreement. Temporary easements for temporary access may be required and shall be shown on applicable plat documents if existing.
- ii. Prior to the expiration of this Agreement all improvements required as a condition of any approval are to be fully constructed and or bonded or are to be vested under the most-current development regulations. Prior to the Project being deemed complete, all improvements required as any condition of approval shall be fully constructed, and the release of any bond(s) shall be executed.
- 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.
- 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).
 - 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.
 - 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.
 - 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.

E. Level of Service Standard (LOS).

- i. The City and Developer agree that the following Level of Service Standards (LOS) shall govern development of the Property, until updated by the 2023 Comprehensive Plan and development regulations amendment process. Any LOS not meeting the LOS standard shall be mitigated appropriately through typical permitting processes.
 - 1. **Fire.** LOS standard is an 8-minute response time. The Project design shall meet an 8-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.

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.
3. **Parks and Recreation.** LOS standard is 1.5/acres 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.
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.
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.

F. 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.

Section 16. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code and shall not require an amendment to this Agreement.

Section 17. 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 18. Financing of Public Facilities.

- 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 pursuant to section 14(C) above and outlined by this Agreement. Developer is eligible for reimbursement of costs for off-site improvements through a latecomer agreement.
- 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.
- C. Upon City request, the Developer agrees to participate in any required off-site improvements as determined necessary by the performed traffic analysis, subject to reimbursement as outlined by this Agreement. Developer is eligible for reimbursement of costs for off-site improvements through a latecomer agreement.

Section 19. Existing Land Use Fees and Impact Fees.

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

Section 20. 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 and in conjunction with following:

- A. The first five (5) phases are estimated to consist of the procurement of roughly 18-20 residential lots each, across roughly 2/3 of the overall Property, resulting in a maximum density of 108 dwelling units, except as allowed by this Agreement.
- 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.
- E. Developer agrees to a dedication schedule as outlined within this Agreement.

- 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.
- 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.
- 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.

Section 21. Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands in accordance with the following schedule:

- 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 at no expense to the City.
- B. Open Space and Recreation shall be dedicated in accordance with Section 13 of this Agreement.

Section 22. Default.

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

Section 23. Termination. This Agreement shall expire and/or terminate as provided below:

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

- A. This Agreement shall terminate upon the expiration of the term identified in Section 9 or when the Property has been fully developed, 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 24. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property, or any portion thereof, shall not affect any of the Developer's obligations to comply with the land use entitlements approved with respect to the Property, or any other conditions of the development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 25. Effects upon Termination on City Obligations. Upon any termination of this Agreement as to the Developer of the Property, or any portion thereof, the approved land use entitlements, conditions of development, or limitations on fees shall be vested. Any land use entitlements and processes not approved prior to termination of this Agreement shall not be vested to any regulations or provisions set forth or contemplated in this Agreement.

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

Section 27. Covenants Running with the Land. The terms, conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties and their successors, assigns, and legal representatives. The Owner, Developer, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof sold, assigned, or transferred to it. Any such purchaser,

assignee, or transferee shall observe and fully perform all of the duties and obligations of the Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 28. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual written consent of all of the Parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, if acting pursuant to a serious threat to public health and safety, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations affecting the Property during the term of this Agreement. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations relating to the Property through the termination date set forth by Section 9, but any application of such amendments to the Project is subject to the terms and limitations set forth in this Agreement.

Section 29. Releases. Developer may release itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 30. 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 31. Notices. Notices, demands, or correspondence to the Parties shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the Parties as designated below. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

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

Section 32. 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.

Section 33. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in Grant County Superior Court or the U.S. District Court for the Eastern Washington.

Section 34. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Owner. In such event, Developer and/or Owner 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 Owner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 35. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 36. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 37. 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.

ACKNOWLEDGEMENT

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

DEVELOPER

CITY OF MATTAWA

By _____

CAD Homes, LLC

Drew Scott, Member

By _____

Maria Maggie Celaya, Mayor

OWNER

By: _____

The Estate of Ivan Dean Bodrero
Rex Bodrero, Legal Representative

ATTEST:

By _____

Anabel Martinez, City Clerk

APPROVED AS TO FORM:

By _____

Katherine L. Kenison, City Attorney



January 19, 2023

Ms. Maria Celaya
Mayor
City of Mattawa
521 East Government Road
Mattawa, Washington 99349

SUBJECT: REVIEW OF BIDS, MATTAWA WWTF IMPROVEMENTS
CITY OF MATTAWA, GRANT COUNTY, WASHINGTON
G&O #19044.00

Dear Ms Maria Celaya:

On January 17, 2023, the City of Mattawa received four responsive for the Mattawa WWTF Improvements. The responsive bids ranged from \$4,517,831.79 to \$4,856,320.00. The Engineer’s Estimate was \$4,505,000.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer’s Estimate	\$4,505,000.00
1.	Boss Construction, Inc. (Bellingham, Washington)	\$4,517,831.79
2.	Apollo, Inc. (Kennewick, Washington)	\$4,659,032.00
3.	Rotschy, Inc. (Vancouver, Washington).....	\$4,841,046.44
4.	Strider Construction Co., Inc. (Bellingham, Washington).....	\$4,856,320.00

The lowest responsive bidder, Boss Construction, Inc. of Bellingham, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Boss Construction, Inc. of Bellingham, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City’s file. We have also reviewed the Supplemental Bidder Criteria information submitted by Boss Construction, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.



Ms. Maria Celaya
January 19, 2023
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Boss Construction, Inc.
4945 Guide Meridian
Bellingham, Washington 98226

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.


FOR

Leigh Nelson, P.E.

NW/cah
Encl.

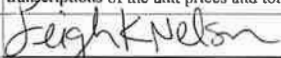
BIDDER		ENGINEER'S ESTIMATE		BOSS CONSTRUCTION, INC.		APPOLLO, INC.		ROTSCHY, INC.		STRIDER CONSTRUCTION CO., INC.		
BIDDER ADDRESS				4945 Guide Meridian Bellingham, WA 98226		1133 West Columbia Drive Kennewick, WA 99336		7408 NE 113 th Circle Vancouver, WA 98662		4721 Northwest Drive Bellingham, WA 98226		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				827,504-00		442,528-048		548,933-00		305,383-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				BOSSCI*083N5		APOLLI*061KB		ROTSCHI*120OA		STRIDCC121OZ		
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$338,000.00	\$338,000.00	\$451,783.00	\$451,783.00	\$400,000.00	\$400,000.00	\$290,000.00	\$290,000.00	\$450,000.00	\$450,000.00
2	Minor Changes	1 CALC	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
3	Trench Safety	1 LS	\$40,000.00	\$40,000.00	\$9,669.00	\$9,669.00	\$10,000.00	\$10,000.00	\$5,650.00	\$5,650.00	\$20,000.00	\$20,000.00
4	Unsuitable Excavation	50 CY	\$200.00	\$10,000.00	\$120.49	\$6,024.50	\$84.00	\$4,200.00	\$200.00	\$10,000.00	\$100.00	\$5,000.00
5	WWTF Improvements	1 LS	\$3,708,000.00	\$3,708,000.00	\$3,641,812.00	\$3,641,812.00	\$3,822,300.00	\$3,822,300.00	\$4,067,260.00	\$4,067,260.00	\$3,935,000.00	\$3,935,000.00
6	Rock Excavation	100 CY	\$200.00	\$20,000.00	\$184.53	\$18,453.00	\$215.00	\$21,500.00	\$530.00	\$53,000.00	\$300.00	\$30,000.00
	Subtotal			\$4,156,000.00		\$4,167,741.50		\$4,298,000.00		\$4,465,910.00		\$4,480,000.00
	Sales Tax @ 8.4%			\$349,104.00		\$350,090.29		\$361,032.00		\$375,136.44		\$376,320.00
	TOTAL CONSTRUCTION COST			\$4,505,104.00		\$4,517,831.79		\$4,659,032.00		\$4,841,046.44		\$4,856,320.00
Sealed bids were opened at the City of Mattawa, 521 East Government Road, Mattawa, Washington 99349 on Tuesday, January 17, 2023, at 11:00 a.m. (local time).												
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.												
 LEIGH NELSON, P.E.												

EXHIBIT “A”

SCOPE OF WORK

CITY OF MATTAWA WASTEWATER TREATMENT FACILITY IMPROVEMENTS CONSTRUCTION ADMINISTRATION SERVICES

This scope of work presents the professional engineering services requested by the City of Mattawa for the construction administration services for the City’s Wastewater Treatment Facility Upgrade.

BACKGROUND

The City has completed the design of the Wastewater Tremont Facility Improvements project. The improvements will expand the capacity of the WWTF and improve reliability and redundancy of the process units. It is anticipated that the project will be awarded to a Contractor and a notice to proceed will be issued in March 2023.

This project is funded by the Department of Ecology Water Quality Funding Program.

SCOPE OF WORK

Task 1 – Project Management

- This task will incorporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address the relevant issues that may affect the project. The project management task also covers oversight of the project schedule and budget.

Task 2 – Construction Surveying

- Provide field survey crew to reestablish survey control points.

Task 3 - Preconstruction Conference

- Conduct a Preconstruction Conference.
- Prepare and distribute minutes of the Preconstruction Conference to all attendees.

Task 4 - Construction Contract Administration

- Coordinate and conduct an estimated 50 weekly virtual construction meetings with the Contractor and the City. Prepare and distribute minutes of meeting to all attendees.
- Review the Contractor's monthly progress payment requests and prepare monthly progress estimates based on the Resident Inspector's judgment of the value of work completed during the pay period.
- Provide notices of substantial completion and final acceptance of the construction for the project. Obtain bonds, warranties, and record drawings from the Contractor. Prepare the "Certificate of Completion of Public Works Contract" form and assist the City with release of the retained percentage or Bond in Lieu of Retainage.

Task 5 - Office Engineering

- Establish, maintain, and manage the web-based construction management system (CMS).
- Review shop drawings and submittals for compliance with design intent and general conformity to the Contract Documents.
- Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract Documents.
- Respond to the Contractor's questions (RFIs) and provide interpretation of the Contract Documents that address and clarify design intent. Maintain records of telephone meetings concerning design intent.
- Estimate the added or reduced cost of changes during the course of construction to be used in negotiation of Contract change orders. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions. Represent the City's interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization of the City.
- Provide startup assistance including on-site operator training.
- Prepare record drawings from field observations and information provided by the Contractor.

Task 5 – Operations & Maintenance Manual

- Develop a new operations and maintenance manual as required by Ecology.
- Manual to be developed in accordance with WAC 173-245-060.
- Submit manual to the City for review.

- Submit manual to Ecology for review and approval.

Task 6 - Resident Construction Inspection

- Provide resident construction inspection to monitor conformance of the Contractor's work with the Contract Documents. The budget is estimated for 220 days of inspection. Resident inspector's time onsite will be appropriate for the level of construction activity.
- Prepare and maintain daily logs, list of construction deficiencies or other construction issues, weekly schedule reports, job site photos, quantity measurements, and correspondence.
- Review and comment on the Contractor's construction schedule. Monitor the Contractor's progress in relation to the schedule.
- Issue weekly reports to the City and Contractor with respect to construction time consumed on the project.
- Keep the City and Contractor advised on the time limits as they relate to the construction schedule.

SPECIALTY SERVICES

Programmable Logic Controller (PLC) and Human Machine Interface (HMI) Programming

- Provide support services for the purchase of the hardware and software required for the WWTF SCADA system.
- Provide the programming necessary for the PLCs.
- Provide the programming necessary for the HMI hardware and software.
- Provide support services for the HMI and PLC programming through the phases of startup.

SERVICES NOT INCLUDED

The following work is not included in this Scope of Work:

- Review of Contractor's certified payrolls.
- Conducting wage rate interviews of Contractor's staff.
- Participation in dispute resolution process.
- Review of or responsibility for the adequacy of safety measures at or near the project site.
- Providing the services of a testing laboratory to conduct compaction testing.
- Providing special inspections required by the City's building permit.

- Providing property boundary, right-of-way or easement work.

PROJECT BUDGET

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

**AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Mattawa, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for On-Call Engineering Services dated (by Agency) July 21, 2022.

City of Mattawa – WWTF Solids Handling Analysis

See attached Exhibits A and B for scope and fee. For a not-to-exceed cost of \$24,200 without written approval.

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

GRAY & OSBORNE, INC.

CITY OF MATTAWA

By: 
(Signature)

By: _____
(Signature)

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

Name: _____
(Print)

Date: 1/30/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF MATTAWA WASTEWATER TREATMENT FACILITY – SOLIDS HANDLING EVALUATION

This scope of work presents the professional engineering services requested by the City of Mattawa for an evaluation of solids handling alternatives for the City's WWTF.

BACKGROUND

The City studied the current solids handling processes as part of the 2015 Wastewater Facility Plan. The Facility Plan indicated that City staff wanted to replace the lagoon and continue its operations. However, during the design phase of the WWTF Improvements Project, the City Staff indicated that replacing the lagoon and furthering the current operation was not desirable due to the cost and the safety of operating a lagoon. The City staff would like to explore other options for mechanical solids handling, these options were discussed with Ecology and the City has been encouraged to pursue a solids handling alternatives analysis.

This project is funded by the Department of Ecology Water Quality Funding Program.

SCOPE OF WORK

Task 1 – Project Management

- A. This task will incorporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address the relevant issues that may affect the project. The project management task also covers oversight of the project schedule and budget.

Task 2 – Determine Solids Management Alternatives

Determine and size the solids management alternatives. Work will include the following:

- A. Review and confirm the projected 20-year biosolids production from the 2017 Wastewater Facility Plan, at the WWTF, including estimated current stockpile of biosolids at the site.
- B. Characterize the existing solids handling processes, methods and procedures in terms of tasks and costs. Project 20-year costs for current methods.

- C. Identify and determine appropriate sizes the following solids management alternatives, alternatives or combinations of alternatives that may be considered include:
- Aerobic digesters with drying beds
 - Aerobic holding tank with drying beds
 - Aerobic holding tank, mechanical dewatering (screw press)

Task 3 – Wastewater Facility Plan Amendment

A facility plan amendment will be developed containing the following elements:

- A. Summarize current and projected 20-year biosolids production at the WWTF, including estimated current stockpile of biosolids at the site based on estimates in the 2017 Wastewater Facility Plan and recent sampling.
- B. Characterize the existing solids handling processes, methods and procedures in terms of tasks and costs. Project 20-year costs for current methods.
- C. Identify and evaluate solids management alternatives. Evaluation criteria will include capital cost, life cycle cost, ease of operation, safety, requirements for ancillary facilities, aesthetic issues, odor, and product quality. Identify a recommended alternative to carry forward for a more detailed analysis.
- D. Prepare a schematic site plan for incorporation of the recommended solids management system at the existing WWTF site.
- E. Prepare preliminary construction cost estimate for the recommended alternative. Costs to include solids management system and other site improvements for accommodation of any new equipment.

Upon completion, the Wastewater Facility Plan Amendment will be submitted as a draft to the City for review. Gray & Osborne will meet with the City to discuss any comments. Gray & Osborne will then revise the Amendment as a final version and submit to Ecology for their review and approval.

SERVICES NOT INCLUDED

The following work is not included in this Scope of Work:

- Predesign or Design work for the solids handling process.
- Field work to characterize solids (this has already been completed).
- Providing property boundary, right-of-way or easement work.

PROJECT BUDGET

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

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Mattawa - WWTF Solids Handling Analysis

Tasks	Principal Hours	Project Engineer Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	4			
2 Determine Solids Handling Alternatives	4	24	12	
3 Wastewater Facility Plan Amendment	4	64	34	16
Hour Estimate:	12	88	46	16
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$125 to \$175	\$100 to \$170	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$200	\$150	\$140	\$135
Fully Burdened Labor Cost:	\$2,400	\$13,200	\$6,440	\$2,160

Total Fully Burdened Labor Cost: \$ 24,200

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ -

TOTAL ESTIMATED COST: \$ 24,200

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



DEPARTMENT OF
ECOLOGY
State of Washington

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

Revised 10/24/14

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

Compliance with State and Local Laws

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

State Interest Exclusion

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

Third Party Beneficiary

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

Cost Basis of Contract

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

Funding Recognition

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

Access to the work site and to records

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

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

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

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

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

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

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

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

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

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

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

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

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

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

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.



MEMORANDUM

TO: MATTAWA CITY COUNCIL
FROM: NANCY WETCH, P.E.
DATE: January 30, 2023
SUBJECT: WELL 2 REHABILITATION

The purpose of this memo is to provide the Council with an update on the Well 2 Rehabilitation project. The City has contracted with Gray & Osborne for the design of the rehabilitation which will be completed in two phases. Phase I of the project includes the hydrogeo work of cleaning and pump testing the well. Once the results of the cleaning and pump testing are complete, potential improvements to the casing/well hole will be implemented. Gray & Osborne has subconsultated the hydrogeo work to Aspect Consulting. Phase I will be ready for a bid advertisement March 1st.

The Engineer's estimate for Phase I is \$150-\$200k. The range is large due to the fact that it is a step process of cleaning and pump testing, then improvements. Not all of the improvements will be known until the cleaning and pump testing are complete.

We suggest the City proceed with self-funding the Phase I project to further create a shovel ready project for Phase II (well equipping/well house). Phase II will be a large project in the range of \$1.5-1.7 million and therefore funding assistance will be sought for Phase II in 2023. If the City does not use their own funds and seeks funding from an outside agency the well will not be in service until 2026. If the City uses their own funds for Phase I, the well could potentially be in service by the end of 2024, barring successful applications in 2023.

As noted in the recently submitted Water System Plan, the City does not have the recommended source capacity in the water system due to Well 2 being out of service. The City is currently applying for legislative appropriations for both the Well 2 and Well 5 projects.

At this time, we are asking the Council if they want to move forward with self-funding the Phase I improvements, or we pause the project and look for funding for both Phase I and Phase II.

Thank you,

Nancy Wetch, P.E.

Cc: Juan Ledezma, Public Works Director

CITY OF MATTAWA RESOLUTION NO. 23.02.03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MATTAWA,
WASHINGTON AMENDING THE POLICY FOR SUBCOMMITTEE RULES AND
REGULATIONS TO ADD AD HOC COUNCIL COMMITTEES**

Recitals:

1. The City Council finds that the use of subcommittees for special projects or topics is of value to the Council's operations.

2. The City Council desires to amend its rules and regulations for the operation of City Council subcommittees to include ad hoc Council committees.

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MATTAWA:

Section 1. That the attached Policy 2023-1 establishing and amending a policy for rules and regulations for City Council subcommittees is adopted.

Section 2. Severability. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

Section 3. This Resolution shall be in full force and effect February 2, 2023.

APPROVED AND ADOPTED BY A MAJORITY OF THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON, at a regular meeting thereof this 2nd day of February, 2023.

Maggie Celaya, Mayor

ATTEST:

Anabel Martinez, City Clerk

CITY OF MATTAWA POLICY AND PROCEDURE

Subject: COUNCIL SUB-COMMITTEE RULES AND REGULATIONS POLICY		Index: GENERAL ADMINISTRATIVE	
		Number: 2023- 1	
Effective Date: February 2, 2023	Approved by: Council	Supersedes: 2021-3	Page 1 of 1

1.1 PURPOSE:

To establish rules and regulations for city council sub-committees.

2.0 OPERATIONS AFFECTED:

Mayor, Council, Department Heads, and employees.

3.0 REFERENCES:

RCW 35A.11.020
 RCW 35A.12.190

4.0 POLICY:

1. A subcommittee develops recommendations for consideration to city council. City council takes action on recommendations before the subcommittee proceeds with city business.
2. Subcommittees shall not perform city business in an independent role.
3. Subcommittee shall be inclusive to all department heads/staff/city council when asking for input that impacts all departments.
4. Subcommittees shall have voting members and non-voting members. Non-voting members can participate in discussions, present ideas and information, and make recommendations. Voting members take action on designation of the subcommittee Chair and on recommendations for consideration to council. The Chair shall be approved by a majority of the voting members.

5. All subcommittee members are to behave in a respectful manner towards others. Removal of disrespectful members will be enforced by the subcommittee Chair.
6. Subcommittees may engage participation from community members and other third parties with relevant expertise. Such participants shall have no personal gain from the intended accomplishments of the subcommittee.
7. Subcommittee shall facilitate meetings, schedule meetings, set agenda, take notes and update the council with meeting minutes. Records created by the subcommittee (e.g., emails, text messages, notes, etc.) are subject to the Public Records Act; accordingly, accurate records should be maintained.
8. The subcommittee Chair shall include in the meetings all members who have been appointed by city council to subcommittee.
9. A vacancy on the subcommittee shall be announced to city council. City council shall approve and new appointment(s).
10. Subcommittee members shall serve on the subcommittee for the greater good of the citizens of Mattawa and shall avoid personal interest.
11. Subcommittees and members shall not engage with staff or give direction to staff without the mayor's prior approval.
12. Subcommittee members shall conduct business on city equipment and electronic accounts to the extent feasible; use of personal devices for subcommittee business may be subject to the Public Records Act and should be avoided but, if used, those records should be retained in accordance with City policies.
13. The City council shall establish the purpose, composition, membership, term limits, end date, and other operational parameters for any subcommittee.
14. All subcommittee members shall follow city policies, ordinances, and procedures, all applicable state and federal laws, as well as guidelines and rules set by an awarding agency or facilitator.
15. From time to time, the Council may appoint citizen committees to accomplish specific tasks of limited duration. Committee members shall be appointed by the Mayor with confirmation of the Council. Examples of such ad hoc Council committees include special events committees specific to a special event.

**CITY OF MATTAWA
STAFF REPORT**

To: Mayor Celaya & City Council
From: Staff
Date: February 2, 2023
Proceeding Type: New Business
Subject: Cooperative Purchasing Agreements

Legislative History:

- | | |
|------------------------|------------------|
| • First Presentation: | February 2, 2023 |
| • Second Presentation: | |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject in front of City Council is to authorize the mayor to sign cooperative purchasing agreements.

Background

Cooperative Purchasing Agreements have a robust portfolio of quality cooperative contracts in the purchasing cooperative space. Participation is free and gives public agencies access to the cooperative buying power of well-known entities to help do more with less by reducing product and administrative costs. The cooperative contract is made available to public agencies, educational institutions, and nonprofits nationwide as a "piggyback" contract.

Fiscal and Policy Implications

Financial impacts are expected in terms of saving funds; no policy implications are anticipated.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING BUDGET AMOUNT

Options

1. Authorize the mayor or mayor designee to sign cooperative purchasing agreements.
2. Do not authorize the mayor or mayor designee to sign cooperative purchasing agreements.
3. Table subject for reviewal for next council meeting.

Staff Recommendation

1. Authorize the mayor or mayor designee to sign cooperative purchasing agreements.

Attachments

A.	Sourcewell Cooperative Purchasing Program Participation Agreement
B.	OMNIA Partners

Engineering Review

The following documents are attached and subject to engineer review:

Type of Document	Title of Document	Date Reviewed by Engineering
▪ N/A		
Comment:		

Legal Review

The following documents are attached and subject to legal review:

Type of Document	Title of Document	Date Reviewed by Legal Counsel
▪ PDF	Staff reports & attachment	1/30/2023
Comment:		

Financial Review

The following documents are attached and subject to financial review:

Document	Initials	Date Reviewed by Financial Review
▪ Staff Report	<i>Stacy</i>	1/30/2023
Comment:		

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By 
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By Maria Celaya
Name – Printed
Title Mayor
Date 02/02/2023

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* City of Mattawa

Address* 521 Government Rd

City* Mattawa

State Code* WA Zip Code* 99349

Country* US

Employer Identification Number 91-6016649

Website www.cityofmattawa.com

Contact person* (First, Last) Juan Ledezma

Job Title* Public Works Director

Email completed agreement to:

service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email* jledezma@cityofmattawa-wa.com

Phone* 5099321547

Organization Type:

Government

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

Education

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

Referred by

- Advertisement
- Colleague/Friend
- Conference/Trade Show _____
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

**Denotes required information*

OMNIA[®]

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 8 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Become a Participant

Gain Unparalleled Purchasing Power and Access



National IPA and U.S. Communities are now part of OMNIA Partners - the nation's largest and most experienced cooperative purchasing organization for the public sector. This combination of strength and partnership produces results that will help optimize your organization.

Register now and gain access to all our competitively solicited and publicly awarded cooperative contracts.

It's quick, easy and completely free.

**If you are a supplier/vendor and are interested in OMNIA Partners, Public Sector click [HERE](#)*

Agency Information

Agency Name*	Agency Type *	Agency Department
<input type="text" value="City of Mattawa"/>	<input type="text" value="City Government"/>	<input type="text" value="Public Works/Utilities/Energy"/>
Agency Address *	Agency City *	Agency State*
<input type="text" value="521 Government Rd"/>	<input type="text" value="Mattawa"/>	<input type="text" value="Washington"/>
Zip Code*	Phone Number*	Federal Tax ID
<input type="text" value="99349"/>	<input type="text" value="5099321547"/>	<input type="text" value="91-801864"/>
Website URL *		
<input type="text" value="www.cityofmattawa.com"/>		

Personal Information

First Name*	Last Name *	Title *
<input type="text" value="Juan"/>	<input type="text" value="Ledezma"/>	<input type="text" value="Public Works Director"/>
Phone Number *	Email Address *	Department Type *
<input type="text" value="5099321547"/>	<input type="text" value="jledezma@cityofmattawa-wa.gov"/>	<input type="text" value="Public Works/Utilities/Energy"/>

+ Additional Contacts

By providing your email address and/or any other personal information, as defined under applicable law, you acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the [Terms of Use](#) and [Privacy Notice](#).

I agree

REGISTER NOW