



CITY OF MATTAWA
COUNCIL MEETING AGENDA
July 20, 2023
5:30 P.M.

Call to Order:

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

I. Additions/Approval of Agenda:

II. Public Comments

III. Consent Agenda/Informational:

- Gray & Osborne Project Summary 07/12/23
- Minutes- Council Meeting 07/06/23
- Liquor License Renewal: Dollar General
- 2023 Claims EFT & Checks Approval #19923-19951 - \$58,255.15
- 2023 Payroll EFT Approval - \$12,733.17

IV. Reports:

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

1. None

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

1. Engineering Services Contract 2023-2024 – Gray & Osborne
2. House Bill 1329 – Discussion
3. Amending Clean-up Fee
4. City Tower Lease Renewal with Ziply

VII. **Executive Session: RCW 42.30.110**

- (b) To consider the selection of a site or the acquisition of real estate

VIII. **Adjournment:**

Gray & Osborne/City of Mattawa Project Summary (7/12/23)

Development Projects

Hwang Subdivision – Mike Meskimen, Julio Renteria

Project Number: 21845.05

Funded: Developer Contributions

- Review of developer subdivision application
- **G&O currently reviewing developer subdivision and will check on status of comments**

Bodrero Development – Mike Meskimen, Nancy Wetch

Project Number: 21845.07

Funded: Developer Contributions

- No active review requirements

Family Dollar – Mike Meskimen, Julio Renteria

Project Number: 21845.08

Funded: Developer Contributions

- No active review requirements

Mattawa Community Medical Clinic – Julio Renteria, Mike Meskimen

Project Number: 21845.11

Funded: Developer Contributions

- No active review requirements

Transportation Projects

Government Road Multi-use Path – Julio Renteria, Mike Meskimen, Russ Powers (funding)

Project Number: 20854

Funded: CDBG/City Funds (Developer Contributions)

- 10-foot-wide path from Steven Street to Mansion.
- Construction closeout ongoing.
- **Need to complete final walkthrough in next week**
- **Anticipated that acceptance of the project as completed will be on the next council agenda**
- **Total Budget: \$715,000**

Riverview Avenue Improvements

Project Number 23844

Project Completion: December 2023

Funded: TIB

- Currently in design.
- Survey completed.
- **Anticipated that project will be bid this year, and pushed to next year if necessary**

- **Total Budget: \$100,000**

TIB Applications – Mike Meskimen, Julio Renteria, Michael Woodkey

Project Number: OH230.42

- Need to discuss desired projects
- Applications due August 11, 2023
- Announcements in November
- **Juan and Julio have been discussing projects for this application cycle**

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

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

Water System Projects

Water System Plan – Jamin Ankney, Jared McMeen

Project Number: 20854

Project Completion: Final DOH review October 2023

Funded: City Water Fund

- Completed response to DOH comments.
- **Resubmitted to DOH for second review.**
- **G&O will remind DOH of need for expedited review, to allow eligibility for DWSRF**
- **Total Budget \$62,700**

Well 2 Rehabilitation – Jared McMeen, Steve Wagner, Jamin Ankney, Aspect Consulting

Project Number 22867

Project Completion: August 2023

Funded: City Water Fund

- Construction ongoing.
- **Contractor is currently off site, but is anticipating return soon, once well rig is available**
- **G&O to follow up on site security concern due to lack of temporary security fencing.**
- **Total Budget: \$266,237**

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

Project Number 22867

Project Completion: April 2024

Funded: City Water Fund

- Design will start once well rehabilitation is complete.
- **Total Budget: \$266,237**

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

- Applied for Congressional Funding Application
- Applied for Legislative Appropriation
- Applied to CDBG
- Currently applying to PWB
- Will apply to DWSRF Fall 2023
- **May consider adding SCADA upgrades to funding application to DWSRF.**
- **Total Budget: \$7,000,000**

Future/Pending Water System Projects

Water Rights – Aspect Consulting, Jamin Ankney

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

Reservoir Project – Jamin Ankney, Myron Basden

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

SCADA – Jamin Ankney, Brad Bailey (Conley Engineering)

- **Total Budget: Not an active project**
- **City has had recent issues with the SCADA system and is working with Connetix to address the issues.**
- **Based on results of troubleshooting, a SCADA upgrade may be required in the future.**

Wastewater System Projects

WWTF Fire Assistance – Nancy Wetch, Russ Powers

Project Number: 20827

Project Completion: August 2023

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

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

Engineering:	\$414,840 (insurance will reimburse)
Phase I:	\$93,505.84 (insurance will reimburse)
Phase II:	\$320,864 (insurance will reimburse)
Phase III:	\$1,189,148 (working on insurance reimbursement, City will be responsible for some costs – TBD)

- Currently finalizing last few items of work and completing punchlist.
- Wall board is missing. Change order costs to add this have been requested from the contractor.
- The electrician has been onsite to address punchlist issues, but Apollo has not yet been onsite.

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

Project Number: 19044.01

Project Completion: 2024 (for construction completion)

Funded: Ecology Water Quality Funding

- Construction is ongoing.
- City noted that the contractor's equipment had been burglarized.
- Construction is going well thus far.
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Analysis – Nancy Wetch, Arn Combs

Project Number: 23813

Project Completion: October 2023

- This work is currently ongoing
- Will have draft for City review in early Fall 2023
- **Total Budget \$24,200**

Portage Avenue Lift Station Elimination – Nancy Wetch, Jamin Ankney

Project Number: OH220.72

Project Completion: 2025

- Ecology funding approved
- Waiting for funding agreement, likely Winter 2023
- **GMA compliance will be required for this funding to be received. SCJ is working to make sure GMA compliance is obtained.**
- **Total Budget \$2,417,000**

Other Projects

Construction Standards Update – Jamin Ankney, Jared McMeen

Project Number: 23826

Project Completion: July 2023

Funded: City Funds

- **A draft of the updated construction standards will be available soon for City review.**
- **Total Budget \$3,000**

Park Planning – Russ Powers

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

Park Maintenance – SCJ, Jamin Ankney

- Current funding opportunity.
- For deferred maintenance issues only.
- SCJ will help with funding application.
- ***Total Estimate Budget \$125,000***

Basketball Courts – Julio Renteria

Project Number 22861

Project Completion: September 2023

Funded: Foundation Grant

- Bids received exceed funding.
- City to determine how to proceed.
- **Planning to rebid the project in early August.**
- ***Total Budget \$125,000***

City Hall Feasibility Analysis – Jamin Ankney

- Environmental analysis currently being completed.
- Pending results of environmental analysis, further feasibility studies may be completed.
- **City to send test results to G&O for review.**
- **G&O to prepare a draft scope of work for initial feasibility review.**

Action Items:

- **G&O to review status of Hwang Subdivision review comments.**
- **G&O will discuss potential TIB applications with the City.**
- **City will complete a final walkthrough on the Government Rd Multi-use path to verify punchlist completion.**
- **City to send environmental analysis results of potential new City Hall to G&O for review.**
- **G&O to prepare a draft scope of work for initial City Hall feasibility review.**
- **G&O will remind DOH of need for expedited review of updated WSP, to allow eligibility for DWSRF.**

Funding News:

Next Meeting – July 26, 2023, 3:30 p.m.

** Attended WCIA Conference, connected with other mayors and brought back information material to share.

Council Report

** Councilman Acosta mentioned he enjoyed the movie night.

** Councilman Silvia asked about the possibility of using canopies and planting more trees to provide shade and suggested turning on the sprinklers by the playground during the event.

** Councilman Lopez mentioned she spoke with a program rep that helps people learn English, Aurelia Aguilar is the contact rep for Mattawa. She also added the revenue department is planning to have a booth at the next movie night event.

Police Department Report

** Chief Salinas reported that Alejandro is continuing to do very well as the academy; graduates in three weeks.

** Coffee with a cop on July 14, one in the morning and the other in the afternoon.

** Working on planning National Night out that will be in conjunction with the August Movie night event

** Councilman Heredia asked about the statues on the trucks; Chief said one is complete and the other is being worked on.

Public Works Department Report

** WWTP Improvements are ongoing; Contractor is running into large rocks.

** Well No. 2 Rehabilitation projects has started; the well casing was scrubbing on Friday and Monday.

** Several sidewalk repairs were completed; the property owner was responsible for the repairs and cost.

** Councilman Berghout asked about the availability of the cardboard containers.

** Councilman Acosta asked to cardboard containers to the next council meeting.

** Councilman Hernandez asked about the status of the truck; Juan said it had arrived last Friday.

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

1. None

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

1. Selection of Engineering Services (2023-2024)- Committee Recommendation

** M/s; Acosta/ Berghout motion to accept the engineering selection committee recommendation. Motion carried.

2. 8th St & Selkirk Ave Improvements – Project Acceptance

** M/s; Heredia / Lopez motion to accept the Eighth street & Selkirk Ave. project as complete. Motion carried.

3.Change Order No. 1 – Gov’t Rd. Multi-Use Pathway

** M/s; Lopez / Hernandez motion to approve the change order. Motion carried.

4. Final Progress Estimate 4 – Gov’t Rd. Multi-Use Pathway

** M/s; Acosta /Heredia motion to approve the final progress estimate 4 for the Government Rd. Multi-use Pathway project 4. Motion carried.

5. Progress Estimate 7 – Phase II WWTF Building Restoration

** M/s; Heredia / Lopez motion to approve progress estimate 7. Motion carried.

6. Progress Estimate 14 – Phase III Equipment Installation

** M/s; Lopez / Heredia motion to approve progress estimate 14. Motion carried.

7.Progress Estimate 1 – WWTF Improvements

** M/s; Lopez / Barajas motion to approve progress estimate 1. Motion carried.

8.Tree Board Committee Selection

** M/s; Berghout / Lopez motion to confirm the individual’s mayor appointed as mentioned by Steve Verheys. Motion carried.

9.Approval of Donations – National Night Out 2023

** M/s; Berghout / Lopez motion to accept donations for the 2023 National Night event without any further council approval. Motion carried.

10. Amend Mattawa Municipal Chapters 13.32 & 16.36

** M/s; Acosta / Hernandez motion to approve Mattawa Municipal Chapter 13.32 & 16.36 as read. Motion carried.

11. Turbo & Multistage Blower Surplus Purchase

** M/s; Berghout / Heredia motion to approve purchase of the Turbo & Multistage Bower. Motion carried.

VII. Executive Session: RCW 42.30.110

(b) To consider the selection of a site or the acquisition of real estate

Started at 6:40pm for 15 minutes.

Extended additional 10 minutes.

Executive Session ended at 7:05 pm.

VIII. Adjournment:

The council meeting was adjourned at 7:05 P.M. M/s; Berghout / Heredia. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 07/06/2023

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF MATTAWA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20231031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DG STRATEGIC VII, LLC	DOLLAR GENERAL STORE #22743 60 GOVERNMENT RD MATTAWA WA 99349 5115	432552	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
16351	07/20/2023	07/20/2023	A-1 PERFORMANCE INC.	238.27	Monthly Cleaning Services Fees July 2023
518	30 48 00	Repair And Maintenance	001 000 518 Current Expens	238.27	Monthly Cleaning Services Fees July 2023
16337	07/20/2023	07/20/2023	CALLAHAN MFG INC	84.18	Plate Cover For Well No 2
534	10 48 03	System Repair & Maintenan	401 000 534 Water Operatin	84.18	Plate Cover For Well No 2
16327	07/20/2023	07/20/2023	COLUMBIA BASIN HERALD	112.00	Ad. For MPD- Domestic Violence & Dont Drink And Drive 4th Of July
521	10 49 00	Professional Services	001 000 521 Current Expens	112.00	Ad. For MPD- Domestic Violence & Dont Drink And Drive 4th Of July
16328	07/20/2023	07/20/2023	CONSOLIDATED DISPOSAL	22,907.66	Waste Services June 2023
537	10 33 00	Consolidated Disposal	420 000 537 Solid Waste Fu	22,907.66	Waste Services June 2023
16330	07/20/2023	07/20/2023	EUROFINS ENVIROMENT, TESTING NORTHWEST	1,267.25	WWTP RC Samples
535	10 41 02	Testing Samples	405 000 535 Sewer Operatin	1,267.25	WWTP RC Samples
16336	07/20/2023	07/20/2023	FELIX CONSTRUCTION LLC	1,298.40	PW-On The 500 Block Entrance Of Riverview Remove Old Cement And Compact New Concrete For Sidewalk
534	10 48 03	System Repair & Maintenan	401 000 534 Water Operatin	1,298.40	PW-On The 500 Block Entrance Of Riverview Remove Old Cement And Compact New Concrete For Sidewalk
16323	07/20/2023	07/20/2023	FORD MOTOR CREDIT COMPANY	3,269.63	MPD- Vehicle Lease 7/30/2023
591	21 70 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle 1	2,806.35	MPD- Vehicle Lease 7/30/2023
592	21 80 00	Police Vehicles (3) 2021 Fo	102 000 594 Police Vehicle 1	463.28	MPD- Vehicle Lease 7/30/2023
16334	07/20/2023	07/20/2023	GRANT CO. PUBLIC HOSPITAL DISTRIC #5	138.76	PW-Staff Drug Screen Test
534	10 43 00	Travel & Training	401 000 534 Water Operatin	69.38	PW-Staff Drug Screen Test
535	10 43 00	Travel & Training	405 000 535 Sewer Operatin	69.38	PW-Staff Drug Screen Test
16322	07/20/2023	07/20/2023	GRANT COUNTY PUD	1,917.54	Power Billing June 2023
542	63 47 00	Street Lighting	101 000 542 Street Fund	1,741.56	Street Light
576	80 47 00	Park Utilities	001 000 576 Current Expens	175.98	Street Light Park
16318	07/20/2023	07/20/2023	KENISON P.S, KATHERINE L.	3,660.00	Legal Fees June 2023
515	41 41 00	Legal Fees	001 000 515 Current Expens	3,660.00	Legal Fees June 2023

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
16345 07/20/2023 07/20/2023 1193 MARTY'S HARDWARE						
521 22 35 00	LE Equipment/Supplies		001 000 521	Current Expens	15.17	Screw Set
521 22 35 00	LE Equipment/Supplies		001 000 521	Current Expens	1.51	Nails
534 10 31 00	Office Supplies		401 000 534	Water Operatin	83.23	PVC Conduit/Access Fiting/ Elbows
534 10 48 03	System Repair & Maintenan		401 000 534	Water Operatin	7.58	Cable Tie
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	13.86	Stencil Set/ Paint Brush
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	24.69	Nose Mini Pliers
535 10 31 00	Office Supplies		405 000 535	Sewer Operatin	30.43	Plunger
535 10 48 00	Office Repair And Mainten		405 000 535	Sewer Operatin	51.57	Adapters/Locknut/Elbow
542 30 31 00	Supplies And Postage		101 000 542	Street Fund	16.25	Paint DLX Can
542 30 31 00	Supplies And Postage		101 000 542	Street Fund	6.16	Mount Putty
542 30 35 01	Small Tools & Equipment		101 000 542	Street Fund	148.49	Sledge Hammer
554 30 31 00	Animal Control / Supplies		001 000 554	Current Expens	61.67	Keys Locks
554 30 31 00	Animal Control / Supplies		001 000 554	Current Expens	19.51	Kennel Drain
554 30 31 00	Animal Control / Supplies		001 000 554	Current Expens	19.51	Pipe Replacement
576 80 31 00	Park Supplies		001 000 576	Current Expens	139.84	Carts For Events
576 80 31 00	Park Supplies		001 000 576	Current Expens	34.67	GFCI Covers
576 80 31 00	Park Supplies		001 000 576	Current Expens	28.71	Quick Link/ Screwdriver Set
576 80 31 03	Playground Equipment Sup		001 000 576	Current Expens	9.52	Outter Box/ Adapters
576 80 31 04	Cook Shack Repairs		001 000 576	Current Expens	8.99	Blue Tape
576 80 31 04	Cook Shack Repairs		001 000 576	Current Expens	69.34	GFCI Replacements
16331 07/20/2023 07/20/2023 2840 MATTAWA AUTO PARTS, LLC						
534 10 31 00	Office Supplies		401 000 534	Water Operatin	38.87	Parts/Supplies
534 10 48 02	Vehicle Repair & Maintenan		401 000 548	Water Operatin	20.57	Magenet Utility Knife Set
534 10 48 02	Vehicle Repair & Maintenan		401 000 548	Water Operatin	10.18	Pins & Washers
534 10 48 02	Vehicle Repair & Maintenan		401 000 548	Water Operatin	8.12	Lithium Grease
16325 07/20/2023 07/20/2023 3608 NATIONAL ASSOCIATION OF TOWN WATCH						
521 40 49 00	Training		001 000 521	Current Expens	35.00	NATW Membership
16338 07/20/2023 07/20/2023 625 NORCO						
534 10 31 02	Chlorine		401 000 534	Water Operatin	27.59	Cylinder Rental June 2023
16329 07/20/2023 07/20/2023 1993 ORKIN PEST CONTROL						
518 30 48 00	Repair And Maintenance		001 000 518	Current Expens	121.40	Pest Control 6/26/2023
16332 07/20/2023 07/20/2023 494 OVS						
534 10 48 03	System Repair & Maintenan		401 000 534	Water Operatin	290.50	Parts/Supplies
					85.16	Gate Valve

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572	20 31 00	Library Maintenance And C	001 000 572 Current Expens	124.75	Dry Glue, Adjustable Rotor, Rotor Sprinkler, Purple Primer
576	80 31 00	Park Supplies	001 000 576 Current Expens	80.59	Sprinkler ShutOff Valve
16333	07/20/2023	07/20/2023	OVS	254.40	Parts/Supplies
576	80 48 00	Park Maintenance	001 000 576 Current Expens	254.40	Sprinkler Repair-Park
16339	07/20/2023	07/20/2023	PETRO-USA MATTAWA MART	479.47	PW- Fuel Services
534	10 32 02	Fuel	401 000 535 Water Operatin	239.74	PW- Fuel Services
535	10 32 00	Fuel	405 000 535 Sewer Operatin	239.73	PW- Fuel Services
16343	07/20/2023	07/20/2023	PETRO-USA MATTAWA MART	3,006.68	MPD Fuel Services
521	20 32 03	Police Vehicle Fuel	107 000 521 Public Safety T	3,006.68	MPD Fuel Services
16347	07/20/2023	07/20/2023	QUADIENNT FINANCE USA INC.	100.00	Postage Machine
534	10 30 02	Postage	401 000 534 Water Operatin	33.33	Postage Machine
535	10 31 01	Postage	405 000 535 Sewer Operatin	33.33	Postage Machine
537	10 31 01	Postage	420 000 537 Solid Waste Fu	33.34	Postage Machine
16344	07/20/2023	07/20/2023	RIO'S AUTO AG SUPPLY	20.26	MPD- Parts/Supplies
521	20 48 00	Vehicle Repair And Mainte	001 000 521 Current Expens	20.26	Antifreez
16341	07/20/2023	07/20/2023	SALVEX GLOBAL MARKPLACE	2,000.00	WWTF Blowers
535	10 35 00	Small Tools & Equipment	405 000 535 Sewer Operatin	2,000.00	WWTF Blowers
16321	07/20/2023	07/20/2023	SCJ ALLIANCE	2,346.50	Planning Services Fee Period Of June 4- June 30,2023
558	60 41 00	Planning-Zoning & Land U	001 000 558 Current Expens	2,346.50	Planning Services Fee Period Of June 4- June 30,2023
16350	07/20/2023	07/20/2023	SCJ ALLIANCE	5,144.50	Mattawa Comprehensive Plan Update Period June 4th To June 30, 2023
558	60 41 01	Comprehensive Plan Updat	001 000 558 Current Expens	5,144.50	Mattawa Comprehensive Plan Update Period June 4th To June 30, 2023
16335	07/20/2023	07/20/2023	SOILTEST FARM CONSULTANTS INC	938.00	WWTP RC Samples
535	10 41 02	Testing Samples	405 000 535 Sewer Operatin	938.00	WWTP RC Samples

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16319	07/20/2023	07/20/2023	THE BUILDING DEPARTMENT LLC	4,974.59	Rental/Fire Inspection Fee And Building Permit Plan Review
524 20 41 00	Rental/Fire Inspection Cost	001 000 524	Current Expens	320.00	Rental/Fire Inspection Fee
558 50 41 00	Building Permit & Plan Re	001 000 558	Current Expens	4,654.59	Building Permit Plan Review
16348	07/20/2023	07/20/2023	THINK TANK SANITATION INC.	405.00	Portable Restrooms July 2023
576 80 47 00	Park Utilities	001 000 576	Current Expens	405.00	Portable Restrooms July 2023
16320	07/20/2023	07/20/2023	U.S. BANK MUN INV. ACCOUNT	26.00	Bank Fees June 2023
514 23 41 01	Banking And Visa/Mercha	001 000 514	Current Expens	26.00	Bank Fees June 2023
16346	07/20/2023	07/20/2023	UNITED STATES POSTAL SERVICES	186.00	Utility Bills Postage Fee July 2023
534 10 30 02	Postage	401 000 534	Water Operatin	62.00	Utility Bills Postage Fee July 2023
535 10 31 01	Postage	405 000 535	Sewer Operatin	62.00	Utility Bills Postage Fee July 2023
537 10 31 01	Postage	420 000 537	Solid Waste Fun	62.00	Utility Bills Postage Fee July 2023
16326	07/20/2023	07/20/2023	UTILITIES UNDERGROUND	3.87	Excavation Notification (3)
534 10 47 01	Utilities	401 000 534	Water Operatin	3.87	Excavation Notification (3)
16342	07/20/2023	07/20/2023	WA STATE CRIMINAL JUSTICE, TRAINING COM	600.00	MPD- Training- Officer Avalos
521 40 49 00	Training	001 000 521	Current Expens	600.00	MPD- Training- Officer Avalos-Patrol Rifle Instructor
16324	07/20/2023	07/20/2023	WASTE MANAGEMENT	199.99	WWTF Garbage Disposal
535 10 47 00	Utilities	405 000 535	Sewer Operatin	199.99	WWTF Garbage Disposal
16349	07/20/2023	07/20/2023	WASTE MANAGEMENT	67.44	WWTF Garbage Disposal
535 10 47 00	Utilities	405 000 535	Sewer Operatin	67.44	WWTF Garbage Disposal
16340	07/20/2023	07/20/2023	WILBUR-ELIS AGRIBUSINESS	1,098.82	PW Gfy Star
576 80 48 02	Weed Control	001 000 576	Current Expens	1,098.82	PW Gfy Star

Fund Report Total: 58,049.27

001 Current Expense Fund	19,826.50
101 Street Fund	1,912.46
102 Police Vehicle Fund	3,269.63
107 Public Safety Tax Fund	3,006.68

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401	Water Operating Fund			2,033.33	
405	Sewer Operating Fund			4,997.67	
420	Solid Waste Fund			23,003.00	

This report has been reviewed by:

REMARKS:

Anabel Martinez
Anabel Martinez - City Clerk

7/17/23
Date

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF MATTAWA
WASHINGTON**

JULY 2023

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, entered into this _____ day of July 2023, between CITY OF MATTAWA, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's 2023-2024 On-Call Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNIFICATION/HOLD HARMLESS

Engineer shall defend, indemnify and hold the Agency, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suites including attorney fees, arising out of or resulting from the acts, errors or omissions of the Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Agency.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Engineer and the Agency, its officers, employees, and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 18

INSURANCE

A. Insurance Term

The Engineer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

B. No Limitation

The Engineer's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Agency's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Engineer shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance coverage all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Offices (ISO) from CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Agency shall be named as an additional insured under the Engineer's Commercial General Liability insurance policy with respect to the work performed for the Agency using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Engineer's profession.

D. Minimum Amounts of Insurance

The Engineer shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Engineer's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Agency. Any insurance, self-insurance, or self-insured pool coverage maintained by the Agency shall be excess of the Engineer's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Engineer shall furnish the Agency with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Engineer before commencement of the work.

H. Notice of Cancellation

The Engineer shall provide the Agency with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Engineer to maintain the insurance as required shall constitute a material breach of contract, upon which the Agency may, after giving five business days notice to the Engineer to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay and all premiums in connection therewith, with any sums to expended to be repaid to the Agency on demand, or at the sole discretion of the Agency, offset against funds due the Engineer from the Agency.

J. Agency Full Availability of Engineer Limits

If the Engineer maintains higher insurance limits than the minimum shown above, the Agency shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are greater than those required by this contract or whether any certificate of insurance furnished to the Agency evidences limits of liability lower than those maintained by the Engineer.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF MATTAWA
152 Government Road
Mattawa, Washington 99349

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Mattawa

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 7/17/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2024****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$175.00
Electrical Engineer	\$125.00	to	\$225.00
Structural Engineer	\$120.00	to	\$220.00
Environmental Technician/Specialist	\$ 95.00	to	\$170.00
Engineer-In-Training	\$100.00	to	\$180.00
Civil Engineer	\$115.00	to	\$180.00
Project Engineer	\$125.00	to	\$185.00
Project Manager	\$140.00	to	\$245.00
Principal-in-Charge	\$150.00	to	\$245.00
Resident Engineer	\$125.00	to	\$190.00
Field Inspector	\$100.00	to	\$185.00
Field Survey (2 Person)***	\$180.00	to	\$310.00
Field Survey (3 Person)***	\$300.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$200.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

7/17/23

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: www.sam.gov.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

OLYMPIA, Wash.- Governor Jay Inslee signed a bill into law that prevents utility companies from shutting off power or water to Washington residents during a heat warning or alert issued by the [National Weather Service](#).

[House Bill 1329](#) was sponsored by [Rep. Sharlett Mena \(D-Tacoma\)](#) and will protect human health and safety by preventing electricity shutoffs for failure to pay during extreme heat.

"Power and water can be a matter of life and death during a heat wave, said Rep. Mena. "This legislation will ensure that every Washingtonian has the ability to protect themselves against extreme heat."

According to a press release from [Washington Attorney General Bob Ferguson's Office](#) announcing the new law it does not prohibit utilities from shutting off power to prevent or mitigate damage from forest fires. While the law prevents power cutoffs during extreme weather, customers are still responsible for paying their bills.

**CITY OF MATTAWA
STAFF REPORT**

To: City Council & Mayor Celaya
 From: Public Works Department
 Date: July 20, 2023
 Proceeding Type: New Business
 Subject: Adjusting Clean-up Disposal Fee Schedule

Legislative History:

- | | |
|------------------------|---------------|
| • First Presentation: | July 20, 2023 |
| • Second Presentation: | |
| • Requested Action: | Motion Needed |

Staff Report Summary

The subject in front of City Council is to approve adjusting the disposal fee schedule for city clean-up events.

Background

See below for a recap of the 2023 Spring Clean-up Event:

- 50 Participates
 - Three 40 yard containers
 - 10.8 Tons (21,600 lbs.) collected
 - 3.5 Tons of Metal (7,000 lbs.) collected
 - Event Cost: \$ 868
 - Event generated: \$ 737
- \$131 to break-even

A late Summer or early Fall Clean-up event is being planned and it is ideal to adjust the rates prior to the event. The adjustment to the disposal fee schedule is to off-set (break-even) the cost of providing this event.

Current Fee

Passenger Car- \$10
 SUV/Truck- \$15
 Vehicle with Trailer -\$20 (6'x10' max)
 \$4 per tire (35" in diameter or less)

No commercial vehicles or trailers.

Proposed Fee

Passenger Car- \$10
 SUV/Truck- \$20
 Vehicle with Trailer -\$30 (6'x10' max)
 \$4 per tire (35" in diameter or less)

No commercial vehicles or trailers.

Fiscal and Policy Implications

Fiscal implications consist of breaking-even to off-set cleanup event(s) cost. No policy Implications are anticipated, amending disposal fees to city fee schedule to follow.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT

Options

1. Authorize adjusting the disposal fee schedule.
2. Do not authorize adjusting the disposal fee schedule and have the city cover the cost of the clean-up event (as-is).
3. Table for next meeting.

Staff Recommendation

1. Approve adjusting the City Cleanup Disposal fee.

Proposed Fee

Passenger Car- \$10

SUV/Truck- \$20

Vehicle with Trailer -\$30 (6'x10' max)

\$4 per tire (35" in diameter or less)

No commercial vehicles or trailers.

Attachments

A.	N/A
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The following documents are attached and subject for reviewal:

Review by:	Type of Document	Title of Document	Date Reviewed	Comment:
Engineering	▪ N/A			
Legal	▪ N/A			
Financial	▪ Staff Report	Staff Report		
Comment:				

**CITY OF MATTAWA
STAFF REPORT**

To: City Council
From: Anabel Martinez, City Clerk
Date: July 20, 2023
Proceeding Type: New Business
Subject: City Tower Lease Renewal w/ Ziplly

Legislative History:

- | | |
|--|---------------|
| <ul style="list-style-type: none">• First Presentation:• Second Presentation:• Requested Action: | Motion Needed |
|--|---------------|

Staff Report Summary

The subject in front of the City Council is to consider an extension of the telecommunications service and lease agreement with Ziplly (formally IFiber Communications) which is set to expire on December 31, 2023.

Background

Brian Jay, VP for Ziplly, reached out to the city and would like to enter into an amendment to the lease agreement of a one-year renewal. The renewal would commence on January 1, 2024, through December 31, 2024.

***If council wishes to review rates, the current tower lease rent is \$3,500/year.

Fiscal and Policy Implications

Financial impact of revenue to general fund of \$3,500/year. No policy implications.

FUND	BARS	LINE ITEM	AMOUNT BUDGETED	CURRENT EXPENDITURE	REMAINING AMOUNT

Options

1. Motion to approve the one-year extension expiring on December 31, 2024, and either increase or keep same tower lease rent of \$3,500/year.
2. Motion to not renew the one-year extension and lose out on \$3,500 tower lease rent in 2024.
3. Table for next meeting.

Staff Recommendation

Motion to approve the one-year extension expiring on December 31, 2024, and either increase or keep same tower lease rent of \$3,500/year.

Attachments

A.	1 st Addendum to Agreement for Services & Use of City Facilities for Telecommunications Facilities
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Engineering Review

The following documents are attached and subject to engineer review:

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

Legal Review

The following documents are attached and subject to legal review:

Type of Document	Title of Document	Date Reviewed by Legal Counsel
▪ Addendum		07/12/23

Financial Review

The following documents are subject to financial review:

Document	Initials	Date Reviewed by Financial Review
▪ N/A		
Comment:		

FIRST ADDENDUM TO AGREEMENT FOR SERVICES AND USE OF CITY FACILITIES FOR TELECOMMUNICATIONS FACILITIES

This First Addendum to the Agreement for Services and Use of City Facilities for Telecommunications Facilities entered into effective January 1, 2018, ("Effective Date") by and between IFiber Communications Corporation, dba Saddle Mountain Wireless, Inc. and subsequently assigned to Ziply Wireless, LLC, (herein "Contractor"), and the City of Mattawa, Washington, a municipal corporation ("the City" or "Lessor").

In consideration of the mutual promises and obligations set forth herein, the parties agree to amend the Agreement as follows:

1. Section 4 titled "Term", is amended as follows:

The term of this lease is for one year beginning on January 1, 2024 and expiring on December 31, 2024.

2. Section 2 titled "Description of the Project", is amended as follows:

Up to two (2) mounts and nine (9) devices / signal repeaters on those two (2) mounts will be placed on top of the City's existing water tanks located on the Premises in exchange for _____ dollars (\$_____.00) per year. To provide wireless internet service to the area around the water tanks, Contractor will install a maximum of two (2) mounts and nine (9) devices / signal repeaters on those two (2) mounts on the top of the above mentioned water tanks. All equipment, including the antenna/signal repeaters/devices and mounting systems and their location(s) on the towers shall be approved by the City Engineer prior to installation. All work for the sites will be done with the City's prior approval and consent. After installation is completed, a Contractor's technician may visit the sites as needed to perform routine maintenance. Notification for maintenance visits is addressed below. Contractor may, at its expense, make improvements on the sites from time to time with prior approval of the City, which approval will not be unreasonably withheld or delayed and which improvements shall be subject to approval of the City Engineer. Any such improvements shall not increase the size and/or tower loading on the water tanks. Upon termination or expiration of this agreement, Contractor will remove its telecommunications equipment and will restore the property to substantially the condition existing on the commencement date, except for ordinary wear and tear.

All other provisions of the Agreement shall remain unchanged.

In Witness Whereof, the parties hereto execute the Addendum to be effective on the Effective Date stated above.

LESSOR/CITY

CONTRACTOR

By: Maria Celaya, Mayor

By: _____
Title: _____

STATE OF WASHINGTON)
)
COUNTY OF GRANT) ss.

I certify that I know or have satisfactory evidence that Maria Celaya is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Mayor and Lessor and acknowledged it to be her free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2023.

Notary Type or Print Name
NOTARY PUBLIC for State of Washington,
residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Contractor and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2023.

Notary Type or Print Name
NOTARY PUBLIC for State of Washington,
residing at: _____
My commission expires: _____