



CITY OF MATTAWA

COUNCIL MEETING AGENDA

July 16, 2026

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:**

- Minutes- Council Meeting Minutes 07.16.26
- Gray & Osborne Project Summary 7.22.26
- 2026 Claims EFT & Checks Approval #21751-21778 -- \$151,298.07
- 2026 Payroll EFT & Checks Approval #32131-32137 -- \$115,773.07

IV. **Reports:**

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

None.

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

1. Event Permit Application – Parish Festival (Holy Cross Parish)
2. WWTF Improvements – Change Order 8 & Final Contract Voucher
3. GMA Periodic Update Grant – FY2027 – Agreement

VII. Adjournment:



**CITY OF MATTAWA
COUNCIL MEETING MINUTES
July 16, 2026
5:30 PM**

Call to Order/Roll Call

Mayor Maria Celaya called the council meeting to order at 5:30 p.m. Council members present were Sun Hwang, Brian Berghout, Silvia Barajas, Tony Acosta, Alex Heredia, Wendy Lopez.

****M/s; Hwang / Acosta motion to excuse Fabiola Hernandez. Motion carried.**

Staff present – Chief of Police Alex Zesati, Public Works Director Juan Ledezma, City Clerk Anabel Martinez

Others present—City Attorney Katherine Kenison, Rachelle Bradley (SCJ Alliance), Jamin Ankney (G & O)

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I. Additions/Approval of Agenda:

****M/s; Acosta / Barajas motion to approve tonight's agenda. Motion carried.**

II. Public Comments:

****None**

III. Public Hearing: CDBG Grant (Steven Street & Second Street)

****Hearing started at 5:36 pm.**

**** Jamin shared an overview of the project. The funding is to develop 2nd Street. Catholic Charities is working on a development as well as the Port of Mattawa adjacent to 2nd Street. We will probably hear back this year, and if awarded, construction would be until next year.**

****No public comments.**

****Hearing ended at 5:41 pm.**

IV. Consent Agenda/Informational

- Minutes – Council Meeting 07.02.26
- Gray & Osborne Project Summary 07.08.26
- SCJ Alliance Planning Update 07.07.26
- 2026 Claims EFT & Checks Approval #21725-21750-- \$105,999.03
- 2026 Payroll EFT Approval -- \$9,950.00

**** 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 July 16th, 2026, the Council approved payment of 2026 Claims EFT & Checks Approval #21725-21750 in the amount of \$105,999.03 2026 Payroll EFT Approval in the amount of \$9,950.00**

***** M/s; Acosta / Heredia motion that bills, checks, payroll, 07.02.26 meeting minutes be approved. Motion carried.***

V. Reports:

Mayor's Report

****Mayor Celaya reported that we will be having the raffles of backpacks; CBHA will be donating 3 backpacks for council to fill, each department head/staff will donate 1 backpack & the mayor as well.**

****4th of July event went well.**

****Health fair tomorrow at the movie night; El Charro Birrieria will be at the event; the movie starts around 6:30 pm.**

Council Report

**** Councilman Acosta is noticing the Catholic church has been having multiple events; are they allowed to have all these events? Since it is not church related and are they in compliance with the CUP. Rachelle said it is my understanding that the traffic study is not accurate due to the events generating more traffic. Katherine agreed with Rachelle and said most residential zoned churches are required to have a CUP.**

Police Department Report

**** Chief Zesati reported that tomorrow will be conducting interviews for 2 potential candidates for hire. Arrieta will start the Academy in August.**

****Calls for Service report shared with council.**

Public Works Department Report

****The Circus has left the park; it was well attended, and there was minor damage to the sprinklers.**

****We are in a close-out stage for the WWTF Improvements project.**

****Currently working on some grants.**

****Trying to stay cool with this heat.**

****Working on city hall fencing, extending it to the property line.**

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

None.

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

1. **Gray & Osborne, INC. – Proposal & Contract for Professional Engineering Services (2026-2027)**
M/s; Acosta / Hwang motion to approve this contract. Motion carried.
2. **Procurement of Kemira PAX-14**
M/s; Berghout / Hwang motion to approve this purchase. Motion carried.
3. **Public Works Board Applications & Submittals' Approval**
M/s; Acosta / Heredia motion to approve. Motion carried.
4. **TIB Grant – Application & Submittal**
M/s; Acosta / Barajas motion to approve and select option 1. Motion carried.

VIII. Adjournment:

The council meeting was adjourned at 6:21 P.M. M/s; Berghout / Barajas. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (7/22/26)

Development Projects

Bodrero Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.07/21845.21

Funded: Developer Contributions

- Preliminary subdivision review period complete
- Completed review of construction drawings
- Infrastructure installation for Phases I&II is complete, including punch list items
- Phase III started on 3/16
- Completed a second preconstruction meeting for Phase III
- Part-inspection is being provided during construction
- A punchlist has been provided to the developer
- Phase III final plat documents were reviewed

Portage Court (Balaggan) Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.16

Funded: Developer Contributions

- Completed first review of construction drawings
- Completed multiple reviews of construction drawings
- Have responded to multiple questions from the developer
- An updated submittal was received 8/27/25 and comments were provided to the City on 9/22/25.
- Reviewed final plat documents signed in March 2026

Catholic Charities Development – Jamin Ankney, Mike Meskimen

Project Number: 24858.07

Funded: Developer Contributions

- Attended meeting and assisted with developer questions and coordination

S5 Retail Development – Jamin Ankney, Mike Meskimen

Project Number: 24858.09

Funded: Developer Contributions

- Attended meetings with developer and other stakeholders to discuss engineering questions and utility alignment
- Reviewed submitted trip generation memo and determined that a traffic impact analysis is required

Transportation Projects

TIB Applications – Michael Woodkey, Julio Renteria, Brandon Larson

Project Number: TBD

- Applications were due August 2025
- TIB applications were submitted this cycle
- The City was not awarded funding
- The TIB deadline is July 31
- Preparing multiple TIB funding applications for the City

UPWP Funding Application – Russ Powers, Michael Woodkey

Project Number: OH250.39

- Opportunity to apply for transportation planning money
- Submission of funding application for Government Rd feasibility update with roundabout analysis
- Award announcements were anticipated for December 2025, but have not been announced

CDBG Funding Applications – Russ Powers, Jamin Ankney

- Opportunity to apply for CDBG funding for projects
- CDBG is primarily interested in funding community facilities or projects that facilitate housing and growth
- Preliminary estimates were prepared for CDBG's consideration and the City was told that an application would be considered in January 2026
- Met on 10/22 with Catholic Charities and Port to discuss coordinated efforts
- An updated proposed layout, cost estimate, and schedule have been finalized
- The proposed layout and schedule have been shared with Catholic Charities and the Port and concurrence has been received
- The City may serve as lead environmental agency for the Federal funding for the projects
- CDBG invited the City to start the funding application
- A public hearing was completed at the last Council meeting

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

- City may budget this effort for next year
- City to determine next steps desired
- Updated cost ranges provided by G&O for budgeting

SRTS Ped Bike Funding Applications – Russ Powers, Michael Woodkey

- Prepared funding application at the direction of City staff

Water System Projects

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

Project Number 22867/24846

Project Completion: September 2024

Funded: City Water Fund/Public Works Board

- A funding scope change is being processed that will increase the grant to 50%
- The well was started up on 10/20/25
- City has received final O&M manuals
- **Final record drawings are being prepared**
- **Total Budget: \$2,900,000**

Well 2 – Water Capacity Analysis Update – Jamin Ankney, Jared McMeen

Project Number: 25870

Project Completion: March 2026

Funded: Public Works Board

- DOH has confirmed the proposed pump test protocol
- Pump test was be completed the week of 2/23
- Updated capacity analysis calculation and prepared email for DOH
- City staff reviewed and concurred with the approach
- Draft capacity analysis was submitted for DOH
- DOH comments have been received, responded to, and preliminary approval obtained
- **Final DOH approval has been granted**
- **Total Budget: \$25,600**

Water Rights Assistance – Dan Haller (Aspect Consulting), Jamin Ankney

- Project Number: 24884
- Project Completion: 2025
- Funded: City
- The water rights application was submitted to Ecology
- The meeting with the School District Board was completed
- Draft agreement for the water rights issue was prepared and approved by the City Council
- **Aspect is proceeding with the work**
- **Assignment has been processed by Ecology**
- **Draft paperwork for the conservancy board process has been prepared**
- **Total Budget: \$19,630**

Water Telemetry System Upgrade – Jamin Ankney, Brad Bailey (Connetix Engineering)

- Project Number: 24886
- Project Completion: 2026
- Funded: DWSRF
- DOH approved the contract documents
- The project was advertised on August 13 and opened bids on August 29
- One bid was received and the Council awarded the project on 9/4
- The contractor has been issued a notice to proceed and has started work on the project
- Submittals have been reviewed
- Contractor has processed software purchases for the City paid under Minor Changes

- Onsite work mostly completed by 4/3 and project is functional
- Additional City-requested work has been completed
- Project will start closeout process soon
- **Total Budget: \$365,000**

Well 5 Siting Analysis and Drilling Design – Jamin Ankney, Aspect Consulting

- Project Number: TBD
- Project Completion: 2025
- Funded: DWSRF (future phases and property acquisition also funded by EPA)
- The siting analysis is complete and provides the City with a clear plan for the potential locations of Well 5
- City staff have been consulted on possible Well 5 locations
- The City has procured a location for the well
- The City can proceed with the environmental/cultural review and the drilling design
- Environmental and cultural review components are ongoing
- Working with City Planner and environmental subconsultant regarding habitat mitigation
- Proceeding with habitat management and mitigation plan
- Possible new opportunity for habitat mitigation
- Cultural resource survey report preparation is complete
- **Total Budget: \$118,000**

Well 5 Property Acquisition, Drilling, Equipping Design, and Equipping Construction – Jamin Ankney

- Project Number: TBD
- Project Completion: 2028
- Funded: EPA/DWSRF
- The property purchase for Well 5 is complete
- Tentative schedule is property acquisition Winter 2025, environmental/cultural review spring 2026, drilling bid summer 2026, well drilling fall 2026, start equipping design fall 2026, equipping bid spring 2027, project complete by early 2028.
- **Total Budget: \$4,500,000**

Pressure Zone Improvements Design and Construction – Jamin Ankney

- Project Number: 26812
- Project Completion: 2028
- Funded: EPA/DWSRF
- Project scope was dependent on selected location of Well 5
- The design scope of work was approved by the City Council on 2/5
- The first step of the project will be the predesign memo and modeling efforts
- Cultural resource survey report is complete
- **Total Budget: \$3,000,000**

Reservoir Inspection – Jamin Ankney, Jared McMeen, Jared Ball, Alex Quinn

- Project Number: 26811
- Project Completion: 2026
- Funded: City
- The City's reservoir coats were last inspected in 2019
- The inspection at that time recommended reassessment in 5 years.
- A scope of work for this project was approved at the 2/5 council meeting
- **The site work was completed on July 7, 2026**
- **Total Budget: \$27,100**

PWB Funding Applications – Russ Powers, Jamin Ankney

- Opportunity to apply for PWB funding for infrastructure projects
- **Preparing applications for Reservoir 2 recoating and valve replacement projects**

Future/Pending Water System Projects

Reservoir Project – Jamin Ankney, Alex Quinn

- Coating Project
- Reservoir No. 1 – No need to evaluate until 2029.
- Reservoir No. 2 – Need to evaluate in 2026 for potential coating project.
- **Total Budget: Not an active project**

Wastewater System Projects

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

Project Number: 19044.01

Project Completion: 2026 (for construction completion)

Funded: Ecology Water Quality Funding

- The City's change order to add working days has been executed and the contractor has filed a protest
- G&O has responded to the contractor's protests and claim, denying all of their requests
- The contractor resumed work the week of 4/14/25
- Contractor was been notified that substantial completion must be attained by 4/30 and physical completion by 5/22
- **The City has received an extension in the Ecology funding to June 30, 2026**
- **The contractor is significantly beyond the allowed working days for the project**
- **The contractor has is completing a few final issues**
- **Contractor has submitted a protest related to a recent change order and a response was provided**
- **Total Budget \$5,883,000 (includes design, construction, construction administration)**

WWTF Solids Handling Improvements Design – Nancy Wetch, Jamin Ankney, Zara Guzmán

Project Number: 25861

Project Completion: 2028.

- An engineering agreement for the design was approved by council on 9/18
- The Ecology funding scope was reviewed and comments were returned to Ecology
- A kickoff meeting with Ecology was completed on 12/29
- The Ecology funding contract has been signed and the project can proceed
- Ecology has indicated that an updated cultural review will be required
- The environmental review is ongoing
- Field work for cultural resource survey and geotechnical analysis was completed in late April
- Design work is ongoing
- Project schedule is for design Summer 2026-Spring 2027 and construction Summer 2027-Summer 2028.
- **Total Budget \$637,000**

Sewer System Improvements (Portage Avenue LS Elimination) – Jamin Ankney, Justin Wies

Project Number: 24817

Project Completion: 2026

Funded: Ecology Grant/Loan

- Construction started on 9/16
- The SR 243 crossing was being completed 10/21-10/27.
- The lift station has been demolished
- Construction is complete
- The closeout process will now proceed
- **Total Budget \$3,348,700**

Other Projects

City Hall Feasibility Analysis – Jamin Ankney, Aaron Pease, Jack Best

Project Number: 26810

Project Completion: Fall 2026

Funded: City

- City could consider funding options for the selected alternative.
- City may consider proceeding with conceptual design to aid in future funding efforts.
- A scope of work for this project was approved at the 2/5 council meeting
- Completed a meeting with City staff (2/25) to discuss initial efforts
- Met with the City Planner to discuss setbacks and other options for the City Hall parcels
- Defined available area on existing City Hall parcels
- Staff input was provided to inform first set of feasibility considerations
- **Total Budget \$27,700**

RCO Funding Applications – Russ Powers, Jamin Ankney

- Funding application submitted for bathroom in Hund Memorial Park

Next Meeting – August 12, 2026, 10 am

ACCOUNTS PAYABLE

City Of Mattawa

As Of: 08/06/2026

Time: 16:14:41 Date: 08/04/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
19445	08/06/2026	08/06/2026 3627	ANATEK LABS INC-SPOKANE	720.00	DW RC Samples
535	10 41 02	Testing Samples	405 000 535 Sewer Operatin	720.00	DW RC Samples
19449	08/06/2026	08/06/2026 4085	CASCADE COLUMBIA DISTRIBUTION	3,497.93	Chlorine- Pax 14 Chemical
535	10 48 04	System Repairs / Maintenar	405 000 535 Sewer Operatin	3,497.93	Chlorine
19466	08/06/2026	08/06/2026 4085	CASCADE COLUMBIA DISTRIBUTION	9,852.15	Chloride Chemicals
535	10 48 04	System Repairs / Maintenar	405 000 535 Sewer Operatin	9,852.15	Chloride Chemicals
19488	08/06/2026	08/06/2026 1886	CENTURY LINK	80.12	WWTF SCADA System
535	10 42 00	Telephone	405 000 535 Sewer Operatin	80.12	WWTF SCADA System
19468	08/06/2026	08/06/2026 443	CITY OF MATTAWA-PETTY CASH	88.35	Petty Cash
521	20 31 02	Postage	001 000 521 Current Expens	88.35	MPD Postage
19469	08/06/2026	08/06/2026 1251	CITY OF MATTAWA-UTILITIES	2,455.68	City Of Mattawa Utilities July 2026
518	30 47 14	City Hall Utilities	001 000 518 Current Expens	116.97	City Hall
535	10 47 00	Utilities	405 000 535 Sewer Operatin	258.46	Shop
572	20 47 00	Library - Utility Services	001 000 572 Current Expens	149.72	Library
576	80 47 00	Park Utilities	001 000 576 Current Expens	49.87	Basketball Court
576	80 47 00	Park Utilities	001 000 576 Current Expens	81.38	Skatepark
576	80 47 00	Park Utilities	001 000 576 Current Expens	1,749.41	Park
576	80 47 00	Park Utilities	001 000 576 Current Expens	49.87	Drinking Water
19439	08/06/2026	08/06/2026 112	COLUMBIA BASIN HERALD	222.25	Ad. CDBG Public Hearing 7/2/2026
518	30 41 00	Publishing	001 000 518 Current Expens	222.25	Ad. CDBG Public Hearing
19440	08/06/2026	08/06/2026 112	COLUMBIA BASIN HERALD	232.25	Ad. CDBG Public Hearing 6/25/2026
518	30 41 00	Publishing	001 000 518 Current Expens	232.25	Ad. CDBG Public Hearing 6/25/2026
19491	08/06/2026	08/06/2026 108	CONSOLIDATED DISPOSAL	23,541.85	Waste Services July 2026
537	10 33 00	Consolidated Disposal	420 000 537 Solid Waste Fur	23,541.85	Waste Services July 2026
19465	08/06/2026	08/06/2026 173	EVERGREEN RURAL WATER	596.75	2026 Fall Conference And Tradeshow
535	10 43 00	Travel & Training	405 000 535 Sewer Operatin	596.75	2026 Fall Conference And Tradeshow
19483	08/06/2026	08/06/2026 2304	FIRST BANKCARD	3,780.91	Credit Card Expenses- MPD

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 10 49 00	Professional Services		001 000 521 Current Expens	121.72	Schedule Anywhere License
521 20 42 00	Telephone		001 000 521 Current Expens	55.22	Office Phone Lines
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	1,577.40	Uniforms- Saul Arrieta
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	979.00	Uniforms- Saul Arrieta
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	364.26	Uniforms- Saul Arrieta
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	344.46	Streamlights/radio Pop-up/pocket Cuff/
					Keychain/handcuff Pouch
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	97.52	Rifle Taco
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	151.71	Battle Belt
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	89.62	Handcuff
19484 08/06/2026 08/06/2026 2304			FIRST BANKCARD	9,275.64	Credit Card Expenses-PW
514 23 41 01	Banking And Visa/Mercha		001 000 514 Current Expens	39.00	Overlimit Fee
534 10 31 00	Office Supplies		401 000 534 Water Operatin	115.96	SD Memory Cards/ Gigastone/ UHS Card
534 10 31 00	Office Supplies		401 000 534 Water Operatin	466.50	CCR Reports 2025 Stamps
534 10 31 00	Office Supplies		401 000 534 Water Operatin	45.64	Restroom Towels
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	75.87	Sprayer Bottle
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	323.02	TV Stand
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	303.51	TV Stand
534 10 31 03	Uniforms		401 000 534 Water Operatin	75.77	Pocket Tee- Uniforms
534 10 31 03	Uniforms		401 000 534 Water Operatin	184.16	Pants- Uniforms
534 10 35 00	Small Tools & Equipment		401 000 534 Water Operatin	75.76	Pocket Tee- Uniforms
534 10 41 01	Computer Support/Mainten		401 000 534 Water Operatin	181.65	Work Bench Step Ladder
534 10 41 05	Professional Services		401 000 534 Water Operatin	189.34	Log Mein SCADA System
534 10 41 05	Professional Services		401 000 534 Water Operatin	21.67	Acorbat Adove
534 10 43 00	Travel & Training		401 000 534 Water Operatin	2.99	IcloudStorage
534 10 48 00	Computer Support/Mainten		401 000 534 Water Operatin	2,574.64	Western Governors University Tuition -Juan Ledezma
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	186.94	Monitors
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	137.20	Storage Box/ Tailgate Gap
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	174.42	Rubber Band Ball/permanet Markers/staples /binder
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	127.98	Binders
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	45.63	Restroom Towels
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	184.17	Pants-Uniforms
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	184.17	Pants- Uniforms
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	184.17	Pants- Uniforms
535 10 31 02	Uniforms		405 000 535 Sewer Operatin	184.17	Pants- Uniforms
535 10 35 00	Small Tools & Equipment		405 000 535 Sewer Operatin	75.77	Pocket Tee- Uniforms
535 10 43 00	Travel & Training		405 000 535 Sewer Operatin	147.33	Nozzle Preassure/washer Nozzle/washer Extension
535 10 48 01	Computer Support/Mainten		405 000 535 Sewer Operatin	2,573.00	Western Governors University Tuition -Juan Ledezma
535 10 48 01	Computer Support/Mainten		405 000 535 Sewer Operatin	189.35	Log Mein SCADA System
535 10 48 01	Computer Support/Mainten		405 000 535 Sewer Operatin	186.94	Monitors

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 48 03	Vehicle Repair / Maintenance	405 000 535	Sewer Operatin	54.71	Storage Box/ Tie Down Anchors
572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	45.63	Restroom Towels
576 80 48 00	Park Maintenance	001 000 576	Current Expens	102.75	Recoil Starter/paint Sprayer
19485 08/06/2026 08/06/2026 2304	FIRST BANKCARD			3,156.08	Credit Card Expenses- Clerks
514 23 31 00	Postage	001 000 514	Current Expens	78.68	Postage
518 23 42 14	Telephone/Internet Expense	001 000 518	Current Expens	39.49	Office Phone Lines
518 30 48 00	Repair And Maintenance	001 000 518	Current Expens	136.56	Sign For Payments
518 30 48 00	Repair And Maintenance	001 000 518	Current Expens	337.00	Cleaning Supplies/Presserwasher
518 30 49 14	Professional Services	001 000 518	Current Expens	50.00	Monthly Website Fee
518 70 31 00	Other Supplies And Furnitu	001 000 518	Current Expens	362.66	TV
518 70 31 00	Other Supplies And Furnitu	001 000 518	Current Expens	89.35	Soap/ Hand Paper/ Copy Paper
518 70 31 00	Other Supplies And Furnitu	001 000 518	Current Expens	106.22	Soap/ Hand Paper/ Copy Paper
521 10 49 00	Professional Services	001 000 521	Current Expens	50.00	Monthly Website Fee
521 20 42 00	Telephone	001 000 521	Current Expens	190.46	Police Cell Phone Lines
534 10 30 02	Postage	401 000 534	Water Operatin	78.68	Postage
534 10 31 01	Operating Supplies	401 000 534	Water Operatin	157.00	Cleaning Supplies/Presserwasher
534 10 35 00	Small Tools & Equipment	401 000 534	Water Operatin	362.65	TV
534 10 41 05	Professional Services	401 000 534	Water Operatin	25.00	Monthly Website Fee
534 10 42 00	Telephone	401 000 534	Water Operatin	39.49	Office Phone Lines
535 10 31 01	Postage	405 000 535	Sewer Operatin	78.68	Postage
535 10 35 00	Small Tools & Equipment	405 000 535	Sewer Operatin	436.00	Cleaning Supplies/Presserwasher
535 10 35 00	Small Tools & Equipment	405 000 535	Sewer Operatin	362.65	TV
535 10 41 04	Professional Services	405 000 535	Sewer Operatin	25.00	Monthly Website Fee
535 10 42 00	Telephone	405 000 535	Sewer Operatin	39.50	Office Phone Lines
537 10 31 01	Postage	420 000 537	Solid Waste Fun	78.71	Postage
572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	32.30	Cleaning Supplies/Presserwasher
19462 08/06/2026 08/06/2026 2150	GENERAL CODE			1,295.38	Annual Maint. 2026
511 30 41 00	Code Book Update	001 000 511	Current Expens	1,295.38	Annual Maint. 2026
19487 08/06/2026 08/06/2026 1698	GRANT COUNTY PUD			2,251.90	Power Billing July 2026
542 63 47 00	Street Lighting	101 000 542	Street Fund	199.81	St Lights Park
542 63 47 00	Street Lighting	101 000 542	Street Fund	1,977.84	St Lights
542 63 47 00	Street Lighting	101 000 542	Street Fund	74.25	Government St Lights
19472 08/06/2026 08/06/2026 1734	GRAY & OSBORNE INC			376.71	Water Rights Assistance Professional Services
534 10 41 03	Engineering Services	401 000 534	Water Operatin	376.71	Water Rights Assistance Professional Services June 14- July 11, 2026

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
19473	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	569.25	Sewer Operations Assitance Professional Services June 14- July 11, 2026
534	10 41 03	Engineering Services	401 000 534	284.63	Sewer Operations Assitance Professional Services June 14- July 11, 2026
535	10 41 01	Engineering Services	405 000 535	284.62	Sewer Operations Assitance Professional Services June 14- July 11, 2026
19474	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	24,089.17	WWTF Improvements CA Professional Services June 14- July 11, 2026
594	35 41 00	WWTF Improvements Proj	412 000 594	24,089.17	WWTF Improvements CA Professional Services June 14- July 11, 2026
19475	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	2,886.61	WWTF Solid Handling Improvements Professional Services June 14- July 11, 2026
594	35 41 06	WWTF Solids Handling Upr	412 000 594	2,886.61	WWTF Solid Handling Improvements Professional Services June 14- July 11, 2026
19476	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	1,103.00	City Hall Feasibility Analysis Professional Services June 14- July 11, 2026
594	18 63 08	City Hall Planning	350 000 594	367.66	City Hall Feasibility Analysis Professional Services June 14- July 11, 2026
594	34 63 04	City Hall Planning	411 000 594	367.66	City Hall Feasibility Analysis Professional Services June 14- July 11, 2026
594	35 63 07	City Hall Planning	412 000 594	367.68	City Hall Feasibility Analysis Professional Services June 14- July 11, 2026
19477	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	4,034.04	Well 5 Siting Analysis And Drilling Design Professional Services June 14- July 11, 2026
594	34 41 02	Well 5 Siting Analysis & Dr	411 000 594	4,034.04	Well 5 Siting Analysis And Drilling Design Professional Services June 14- July 11, 2026
19478	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	3,110.45	Water System Telemetry Improvements Professional Services June 14- July 11, 2026
594	34 41 01	Water System Telemetry Im	411 000 594	3,110.45	Water System Telemetry Improvements Professional Services June 14- July 11, 2026
19479	08/06/2026	08/06/2026	1734 GRAY & OSBORNE INC	6,587.33	Reservoir Inspections Professional Services June 14- July 11, 2026

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594 34 48 03	Reservoir Improvements		411 000 594 Water Capital I	6,587.33	Reservoir Inspections Professional Services June 14-July 11, 2026
19480 08/06/2026 08/06/2026 1734			GRAY & OSBORNE INC	4,076.34	WWTF Improvements CA Professional Services June 14- July 11, 2026
594 35 41 00	WWTF Improvements Proj		412 000 594 Sewer Capital I	4,076.34	WWTF Improvements CA Professional Services June 14- July 11, 2026
19481 08/06/2026 08/06/2026 1734			GRAY & OSBORNE INC	102.82	CAD Home- Punchlist Prep & Final Plat Support Professional Services June 14- July 11, 2026
518 30 49 01	Engineering Services		001 000 518 Current Expens	102.82	CAD Home- Punchlist Prep & Final Plat Support Professional Services June 14- July 11, 2026
19482 08/06/2026 08/06/2026 1734			GRAY & OSBORNE INC	4,084.16	Sewer System Improvements Design & CA Professional Services June 14- July 11, 2026
594 35 63 01	Lift Station Upgrade		412 000 594 Sewer Capital I	4,084.16	Sewer System Improvements Design & CA Professional Services June 14- July 11, 2026
19433 08/06/2026 08/06/2026 3981			MANZANARES, JULIETA	100.00	Refund Utility Deposit
589 30 01 00	Deposit Refunds - Custome		403 000 580 Customer Depo	100.00	Refund Utility Deposit
19450 08/06/2026 08/06/2026 2840			MATTAWA AUTO PARTS, LLC	40.10	Parts/Supplies
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	40.10	Oil Filter
19434 08/06/2026 08/06/2026 324			MULTI AGENCY COMMUNICATION CENTER	2,572.03	Dispatch Services August 2026
522 20 42 02	MACC - Communications		107 000 522 Public Safety Tr	2,572.03	Dispatch Services August 2026
19463 08/06/2026 08/06/2026 625			NORCO	28.89	Cylinder Rental 2026
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	28.89	Cylinder Rental 2026
19467 08/06/2026 08/06/2026 494			OVS	761.77	Parts/Supplies
534 10 48 03	System Repair & Maintena		401 000 534 Water Operatin	761.77	PVC/ Glue/ Primer
19448 08/06/2026 08/06/2026 434			OXARC	3,522.86	PW- Sodium Hypochlorite
534 10 31 02	Chlorine		401 000 534 Water Operatin	2,476.00	PW- Sodium Hypochlorite
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	1,046.86	PW- Sodium Hypochlorite
19464 08/06/2026 08/06/2026 434			OXARC	300.00	Container Deposit

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	534	10 31 02	Chlorine	401 000 534	Water Operatin;
				300.00	Container Deposit
19443	08/06/2026	08/06/2026	2798	PACIFIC OFFICE AUTOMATION	569.20 Ink Usage Month Of June 2026
	518	70 45 01	Copier Machine	001 000 518	Current Expens
	521	20 31 00	Office Supplies	001 000 521	Current Expens
	534	10 45 01	Copier Machine	401 000 534	Water Operatin;
	535	10 45 01	Copier Machine	405 000 535	Sewer Operatin
19435	08/06/2026	08/06/2026	1712	Q. GLOBAL	310.00 Plan Review And Inspection- Dulces Suenos Child Care Center
	558	50 41 00	Building Permit & Plan Rev	001 000 558	Current Expens
19489	08/06/2026	08/06/2026	1712	Q. GLOBAL	829.45 Final Inspection Dulces Suenos Child Care Center
	558	50 41 00	Building Permit & Plan Rev	001 000 558	Current Expens
19490	08/06/2026	08/06/2026	1712	Q. GLOBAL	906.95 Final Inspection Lady Of The Desert
	558	50 41 00	Building Permit & Plan Rev	001 000 558	Current Expens
19471	08/06/2026	08/06/2026	1247	RIO'S AUTO AG SUPPLY	84.45 Parts/Supplies
	521	20 48 00	Vehicle Repair And Maintei	001 000 521	Current Expens
19430	08/06/2026	08/06/2026	2963	SMARSH INC	3.72 Web Archive
	518	30 49 14	Professional Services	001 000 518	Current Expens
19446	08/06/2026	08/06/2026	3299	SOILTEST FARM CONSULTANTS INC	2,102.00 WWTF RC Samples
	535	10 41 02	Testing Samples	405 000 535	Sewer Operatin
19436	08/06/2026	08/06/2026	3405	STERICYCLE INC	183.28 Shredding Services 7/2/2026
	518	30 49 14	Professional Services	001 000 518	Current Expens
	521	10 49 00	Professional Services	001 000 521	Current Expens
19486	08/06/2026	08/06/2026	1772	T-MOBILE USA	309.35 PW/Mayor & Clerks Cell Phone Services
	518	23 42 14	Telephone/Internet Expense	001 000 518	Current Expens
	534	10 42 00	Telephone	401 000 534	Water Operatin;
	535	10 42 00	Telephone	405 000 535	Sewer Operatin
	537	10 42 00	Telephone	420 000 537	Solid Waste Fu

ACCOUNTS PAYABLE

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19442	08/06/2026	08/06/2026	1979 THE BUILDING DEPARTMENT LLC	4,361.77	Permit And Fire/Rental Inspections Fees
524	20 41 00	Rental/Fire Inspection Cost	001 000 524 Current Expens	2,400.00	Fire/Rental Inspections
558	50 41 00	Building Permit & Plan Rev	001 000 558 Current Expens	1,961.77	Permit Fees
19447	08/06/2026	08/06/2026	2140 THINK TANK SANITATION INC.	405.00	Portable Restrooms
576	80 47 00	Park Utilities	001 000 576 Current Expens	405.00	Portable Restrooms
19444	08/06/2026	08/06/2026	3362 VISION MUNICIPAL SOLUTIONS LLC	109.89	MPD- Saul Arrieta New Email
521	10 49 00	Professional Services	001 000 521 Current Expens	109.89	MPD- Saul Arrieta New Email
19470	08/06/2026	08/06/2026	482 WA STATE CRIMINAL JUSTICE, TRAINING COM	8,067.95	BLEA- Saul Arrieta
521	40 49 01	Training -- Academy	001 000 521 Current Expens	8,067.95	BLEA- Saul Arrieta
19441	08/06/2026	08/06/2026	2957 WASTE MANAGEMENT	67.44	WWTF Garbage Disposal
535	10 47 00	Utilities	405 000 535 Sewer Operatin	67.44	WWTF Garbage Disposal
19437	08/06/2026	08/06/2026	3971 WITHERSPOON BRAJCICH MCPHEE,PLLC	1,522.50	Labor Grievance- Pantaleon
515	41 41 02	Legal Fees -- Civil Service	001 000 515 Current Expens	1,522.50	Labor Grievance- Pantaleon
19451	08/06/2026	08/06/2026	2875 ZESATI, ALEXANDRO	2,819.45	Mileage Reimbursement For Trip To Police Academy To Spokane August- Dec. 2017
521	40 49 00	Training & Travel	001 000 521 Current Expens	2,819.45	Mileage Reimbursement For Trip To Police Academy To Spokane August- Dec. 2017

Report Total: 142,045.17

Fund	
001 Current Expense Fund	29,557.32
101 Street Fund	2,251.90
107 Public Safety Tax Fund	2,572.03
350 Capital Improvement Fund	367.66
401 Water Operating Fund	10,107.48
403 Customer Deposit Fund	100.00
405 Sewer Operating Fund	23,791.74
411 Water Capital Improvement	14,099.48
412 Sewer Capital Improvement	35,503.96
420 Solid Waste Fund	23,693.60

ACCOUNTS PAYABLE

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This report has been reviewed by:

REMARKS:

Anabel Martinez
Anabel Martinez - City Clerk

8/4/26
Date



City of Mattawa
521 E Government Rd / P.O. Box 965
(509)932-4037
Mattawa WA. 99349

Event Permit
Ordinance 15-566

1. **Certificate of coverage** in the amount of two-million dollars combined –one-million per occurrence, two-million dollars aggregate, AND an **Endorsement** naming the City of Mattawa as an additional insured must be provided at the time of application. Please also include the policy # on both of these forms.
2. Fill out application & submit all paperwork to the city clerk at **least 45 days** prior to the date on which the event is to occur.
3. The park was developed for City of Mattawa residents to use for family outings, picnics and as a children's playground. It may also be used for events or social functions of City of Mattawa individuals, children, family and their guest or non-profit organization at little or no expense.
4. If the Police Department or Public Works in reviewing this application requires extra help to be in attendance then the applicant will reimburse the City of Mattawa for the cost including over time of Police personnel and/ or Public Works employees.
5. The applicant shall pay for all additional garbage cans and all additional portable toilets that are needed for this event.
6. In the event that City of Mattawa property is destroyed because of this event, then the applicant shall be billed and will pay for all costs of the repair (s).
7. The Mattawa Municipal Noise Ordinance and the applicable sections of the State Law will be enforced at all times.
8. Parking attendants may be required for large groups.
9. Licensed Security Company may be required at the event.
10. The fee for issuance of a special event permit shall be set by resolution of the city council.
11. Site Plan (if applicable)

Office Use Only

Reviewed by: _____

Received by date: July 22, 2026

Council Approval date: _____

Conditions of Approval

Event Title: Parish Festival

Event Date 9/12/26

Summary of Event

The proposed event consists of a public parade featuring decorated floats and horses. A detailed route map is attached with this application.

Location (be specific)

Please see map attached.

DATE/TIME

Setup	Date <u>9/12/2026</u>	Time <u>12:30 pm</u>	Day of Week <u>Saturday</u>
Event Starts	Date <u>9/12/2026</u>	Time <u>1:00 pm</u>	Day of Week <u>Saturday</u>
Event Ends	Date <u>9/12/2026</u>	Time <u>2:00 pm</u>	Day of Week <u>Saturday</u>
Dismantle	Date _____	Time _____	Day of Week _____

Estimated Attendance 500

Will there be a paid admission? Yes ☐ No ☒

Is your event open to the public? Yes ☒ No ☐

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? (Please circle) YES NO

If Applicant is an organization, corporation, limited liability company, other entity please provide following additional information:

Name of organization/corporation/limited liability company or other entity:

Holy Cross Parish

Name and title of person signing on behalf of the organization/corporation/limited liability company or other entity:

Very Rev. Lalo Barajas

(This person must have the legal authority to sign and bind the organization, corporation, Limited Liability Company or other entity. Additional documentation may be required to confirm such signing authority if requested by the City.)

Applicant's Mailing Address

301 8th St, Mattawa WA 99349

Applicant's Email

Office@ourladyofthedesertparish.org

Name of Applicant's On-Site Contact (to be available during event)

Brian Berghout

Phone Number of Applicant's On-Site Contact (to be available during event)

509-831-5795

Mark all that apply

- | | | | |
|---|--|---|--|
| ☐ Alcohol | ☐ Distribution/Sales | ☐ Food | ☐ Tables/Chairs |
| ☒ Amplified Sound | ☐ Drawing/Raffles | ☐ P.A. System | ☐ Tents/Canopies |
| ☒ Animals | ☐ Dunk Tank | ☐ Race | ☒ Vehicles |
| ☐ Bleachers | ☐ Electricity/Generator | ☐ Rally/Protest | ☐ Water |
| ☐ Boats | ☐ Entertainment | ☒ Street Closures | ☐ Other _____ |
| ☐ Carnival Rides | ☐ Exhibits/Displays | ☐ Signage/Banners | ☐ Other _____ |
| ☐ Company Picnic | ☐ Fencing (temporary) | ☐ Sporting Event | ☐ Other _____ |
| ☐ Concert/Live Music | ☐ Festival | ☐ Stage | ☐ Other _____ |
| ☐ Cooking/Barbecue | ☐ Fireworks | ☐ Vendors | ☐ Other _____ |

Provide details for all checked items and describe any "other" items. If there will be food or merchandise/vendors at event please indicate if food, merchandise or services will be provided free of charge or if they will be sold:

Street Closure - Parade only, Horse entertainment,
live music,

AVAILABLE FOR AN ADDITIONAL FEE (these items may be an event requirement.)

Garbage Disposal []

Police Department Public Service []

Public Work Public Service ☒

+++++

INSURANCE – The City does not maintain insurance that will respond to claims against the Applicant/Organization in connection with the permitted event by the Applicant/Organization, its members, or those attending the event. Applicant/Organization is required to obtain occurrence-based liability insurance in accordance with City policy, name the City as an **additional insured** on the policy.

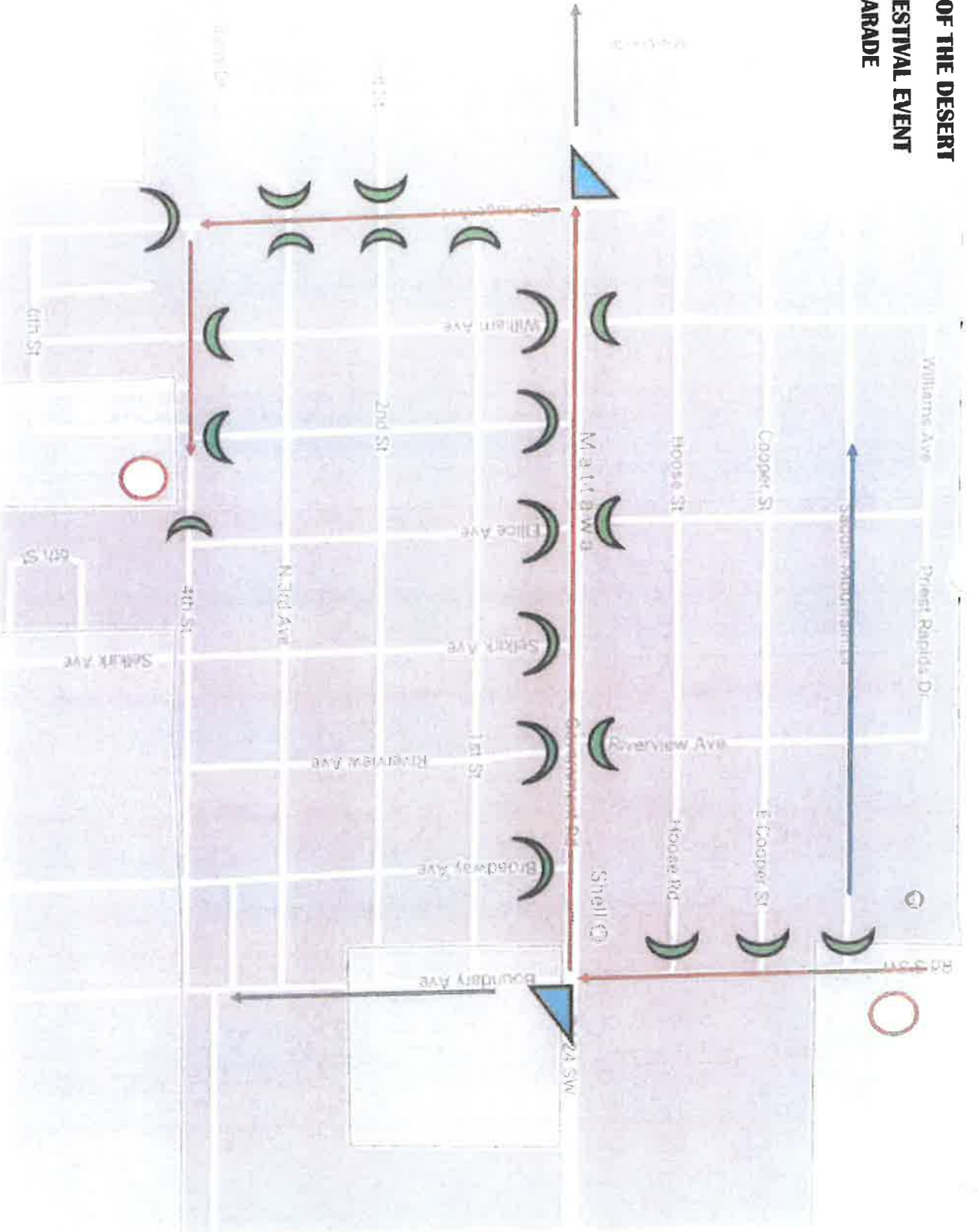
HOLD HARMLESS – Applicant/Permittee/Organization shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Permittee/User, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Permittee/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Date: 7/22/26

Signature of Applicant:

Organization/Title: Our Lady of the Desert (Holy Cross Parish)

OUR LADY OF THE DESERT ANNUAL FESTIVAL EVENT PARADE



MATTAWA POLICE
DEPT. OF PUBLIC WORKS/ EVENT VOLUNTEERS

ROUTE OF TRAFFIC
ROUTE OF PARADE

Certificate of Coverage

Date: 7/22/2026

Certificate Holder
 Corporation of the Roman Catholic Bishop of
 Yakima
 Chancery Office
 P.O. Box 2189
 101 South 12th Avenue
 Yakima, WA 98902

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 Our Lady of the Desert
 301 E. 8th Street
 P.O. Box 1185
 Mattawa, WA 99349

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8509	7/1/2026	7/1/2027	Each Occurrence	1,000,000
☒ Occurrence				General Aggregate	2,000,000
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Aggregate	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Our Lady of the Desert's parish festival and parade on September 12, 2026.

Holder of Certificate

Cancellation

Additional Protected Person(s)

City of Mattawa
 521 E Government Road
 P.O. Box 965
 Mattawa, WA 99349

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul A. Peterson

0166004215

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	9/12/2026	Charge	Credit
Cancellation Date of Endorsement	9/13/2026		
Certificate Holder	Corporation of the Roman Catholic Bishop of Yakima Chancery Office P.O. Box 2189 101 South 12th Avenue Yakima, WA 98902		
Location	Our Lady of the Desert 301 E. 8th Street P.O. Box 1185 Mattawa, WA 99349		
Certificate No.	8509	of The Catholic Mutual Relief Society of America is amended as follows:	

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Mattawa

521 E Government Road

P.O. Box 965

Mattawa, WA 99349

Remarks:

Our Lady of the Desert's parish festival and parade on September 12, 2026.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.

CHANGE ORDER

Project Title	WWTF Improvements		
Owner	City of Mattawa	Contractor Name	Boss Construction, Inc.
Change Order No.	8	Contractor Address	4945 Guide Meridian Bellingham, WA 98226
Change Order Date	May 28, 2026		
G&O No.	19044.01		

The following changes are hereby made to the Contract Documents:

ITEM 1: Additional Site Concrete

Provide a thickened and reinforced slab in lieu of the specified 4-inch concrete slab at the headworks and extend the width beyond the control panel, provide stairs at the headworks, provide additional length of sidewalk near the headworks with reinforcement added, widen the sidewalk from 5 feet to 6 feet at the operations building, and replace a concrete ramp by the post anoxic basins.

The lump sum cost for this work is:.....\$14,681.39

Justification: The additional work is at the request of the Owner.

Working Days: 2 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 2: Retaining Wall

Construct a retaining wall at the headworks.

The lump sum cost for this work is:.....\$1,354.38

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 3: NPW System Cleaning

Provide cleaning of the non-potable water structure and piping and an additional startup visit from the pump supplier.

The lump sum cost for this work is:.....\$5,049.32

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$4,167,741.50
Current Contract Amount, as adjusted by previous change orders:.....\$4,278,318.65
The Contract Amount due to this Change Order will be increased by:\$21,085.09
The new Contract Amount (without tax) due to this Change Order will be:.....\$4,299,403.74

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 4 working days, for a total of 292 working days.

The Physical Completion Contract Time will be increased by 4 working days, for a total of 312 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order the Contractor foregoes all rights and privileges of acquiring any additional compensation for any known claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

Jim Lema

Date July 27, 2026

BOSS CONSTRUCTION, INC.
(ACCEPTED)

Date _____

CITY OF MATTAWA
(ACCEPTED)

Date _____

Final Contract Voucher Certificate

Contractor BOSS Construction, Inc.			
Street Address 4945 Guide Meridian			
City Bellingham	State WA	Zip 98226	Date July 27, 2026
Project Number (Owner) 19044.01			
Job Description (Title) WWTF Improvements			
Date Work Physically Completed June 30, 2026		Final Amount (including Sales Tax) \$4,421,793.05	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Mattawa nor have I rented or purchased any equipment or materials from any employee of the City of Mattawa; that the attached final estimate is a true and correct statement showing all the monies due claimant from the City of Mattawa for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Mattawa from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said estimate.

Date at _____ this _____ day of _____, 20_____
(City, State)

X

Contractor Authorized Signature Required

Title

Type Signature Name

City of Mattawa Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

X

Project Engineer

X

City of Mattawa

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Mattawa for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

FINAL PROGRESS ESTIMATE 20
JULY 27, 2026

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JUNE 3, 2026, 2025 TO JUNE 30, 2026

PROJECT:
CITY OF MATTAWA
WWTF IMPROVEMENTS
G&O JOB NUMBER #19044.01

CONTRACTOR:
BOSS CONSTRUCTION, INC.
4945 GUIDE MERIDIAN
BELLINGHAM, WA 98226

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization	1 LS	\$451,783.00	25.00%	100.00%	\$112,945.75	\$451,783.00	100%
2	Minor Changes	1 CALC	\$40,000.00	2.61%	83.31%	\$1,043.69	\$33,322.47	83%
3	Trench Safety	1 LS	\$9,669.00	0.00%	100.00%	\$0.00	\$9,669.00	100%
4	Unsuitable Excavation	50 CY	\$120.49	0.00	0.00	\$0.00	\$0.00	0%
5	WWTF Improvements	1 LS	\$3,641,812.00	0.63%	100.00%	\$23,044.98	\$3,641,812.00	100%
6	Rock Excavation	100 CY	\$184.53	0.00	375.00	\$0.00	\$69,198.75	375%
CHANGE ORDERS:								
CO1	Item 1 - Added Working Days							
CO2	Item 1 - Non-Potable Water Pump Station Revisions	1 LS	\$18,763.23	0.00%	100.00%	\$0.00	\$18,763.23	100%
CO3	Item 1 - Additional Conduit (Unmarked Handhole and Future Control Panel Upgrades)	1 LS	\$17,264.47	0.00%	100.00%	\$0.00	\$17,264.47	100%
CO4	Item 1 - Installation of Power Conduit to the Hot Box	1 LS	\$4,259.97	0.00%	100.00%	\$0.00	\$4,259.97	100%
CO5	Item 1 - Modification of Air and Sludge Lines	1 LS	\$42,583.92	0.00%	100.00%	\$0.00	\$42,583.92	100%
	Item 2 - Additional 6-Inch RAS Plug Valve	1 LS	\$5,420.25	0.00%	100.00%	\$0.00	\$5,420.25	100%
	Item 3 - Additional Splitter Box Bar Screens	1 LS	\$5,871.29	0.00%	100.00%	\$0.00	\$5,871.29	100%
	Item 4 - RAS Line Reroute Material Retention	1 LS	\$916.34	0.00%	100.00%	\$0.00	\$916.34	100%
CO6	Item 1 - Anoxic Basin Concrete Pads	1 LS	\$3,429.79	0.00%	100.00%	\$0.00	\$3,429.79	100%
CO7	Item 1 - Blower Troubleshooting and Repair	1 LS	\$5,907.13	0.00%	100.00%	\$0.00	\$5,907.13	100%
	Item 2 - Additional Pressure Gauges	1 LS	\$5,083.44	0.00%	100.00%	\$0.00	\$5,083.44	100%
	Item 3 - Sump Pump Isolation Valve and Check Valve	1 LS	\$1,077.32	0.00%	100.00%	\$0.00	\$1,077.32	100%
CO8	Item 1 - Additional Site Concrete	1 LS	\$14,681.39	100.00%	100.00%	\$14,681.39	\$14,681.39	100%
	Item 2 - Retaining Wall	1 LS	\$1,354.38	100.00%	100.00%	\$1,354.38	\$1,354.38	100%
	Item 3 - NPW System Cleaning	1 LS	\$5,049.32	100.00%	100.00%	\$5,049.32	\$5,049.32	100%

FINAL PROGRESS ESTIMATE 20
JULY 27, 2026

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JUNE 3, 2026, 2025 TO JUNE 30, 2026

PROJECT:
CITY OF MATTAWA
WWTF IMPROVEMENTS
G&O JOB NUMBER #19044,01

CONTRACTOR:
BOSS CONSTRUCTION, INC.
4945 GUIDE MERIDIAN
BELLINGHAM, WA 98226

		PROJECT COSTS	
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$158,119.51	\$4,337,447.46
SALES TAX	8.40%	\$13,282.04	\$364,345.59
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$171,401.55	\$4,701,793.05
CONTRACTOR HAS RETAINAGE BOND		\$0.00	\$0.00
LESS LIQUIDATED DAMAGES (20 DAYS x \$1,500)		(\$30,000.00)	(\$280,000.00)
TOTAL EARNED TO DATE			\$4,421,793.05
LESS AMOUNTS PREVIOUSLY PAID			
PROGRESS ESTIMATE 1			\$212,740.22
PROGRESS ESTIMATE 2			\$197,874.62
PROGRESS ESTIMATE 3			\$152,050.04
PROGRESS ESTIMATE 4			\$303,336.73
PROGRESS ESTIMATE 5			\$221,060.80
PROGRESS ESTIMATE 6			\$69,092.85
PROGRESS ESTIMATE 7			\$226,007.89
PROGRESS ESTIMATE 8			\$543,631.86
PROGRESS ESTIMATE 9			\$488,326.97
PROGRESS ESTIMATE 10			\$23,759.11
PROGRESS ESTIMATE 11			\$48,195.77
PROGRESS ESTIMATE 12			\$470,968.45
PROGRESS ESTIMATE 13			\$351,338.03
PROGRESS ESTIMATE 14			\$195,832.48
PROGRESS ESTIMATE 15			\$317,427.85
PROGRESS ESTIMATE 16			\$127,205.60
PROGRESS ESTIMATE 17			\$122,802.13
PROGRESS ESTIMATE 18			\$76,761.86
PROGRESS ESTIMATE 19			\$131,978.24
TOTAL PAYMENT NOW DUE:		\$141,401.55	\$141,401.55
ORIGINAL CONTRACT AMOUNT (WITHOUT TAX)		\$4,167,741.50	
CONTRACT AMOUNT WITH CHANGE ORDERS 1-8		\$4,299,403.74	
CONTRACT PERCENTAGE TO DATE		100.9%	

FINAL PROGRESS ESTIMATE 20
JULY 27, 2026

CITY OF MATTAWA
GRANT COUNTY
WASHINGTON

PROJECT:
CITY OF MATTAWA
WWTF IMPROVEMENTS
G&O JOB NUMBER #19044.01

PROGRESS ESTIMATE PERIOD
JUNE 3, 2026, 2025 TO JUNE 30, 2026

CONTRACTOR:
BOSS CONSTRUCTION, INC.
4945 GUIDE MERIDIAN
BELLINGHAM, WA 98226

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

GRAY & OSBORNE, INC.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES) AND THE
FEDERAL DAVIS-BACON AND RELATED ACTS (DBRA).

BOSS CONSTRUCTION, INC.

TIM DEVRIES, P.E.

CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	LIQUIDATED DAMAGES	TOTAL PAYMENT
		EARNED PER PERIOD						
1	JUNE 19, 2023 TO JUNE 30, 2023	\$205,744.89	8.40%	\$17,282.57	\$0.00	\$10,287.24	\$0.00	\$212,740.22
2	JULY 1, 2023 TO JULY 21, 2023	\$173,051.09	8.40%	\$14,536.29	\$0.00	(\$10,287.24)	\$0.00	\$197,874.62
3	JULY 22, 2023 TO AUGUST 25, 2023	\$131,184.75	8.40%	\$11,019.52	\$9,845.77	\$0.00	\$0.00	\$152,050.04
4	AUGUST 26, 2023 TO OCTOBER 20, 2023	\$199,822.80	8.40%	\$16,785.12	\$86,728.81	\$0.00	\$0.00	\$303,336.73
5	OCTOBER 21, 2023 TO NOVEMBER 24, 2023	\$120,339.32	8.40%	\$10,108.50	\$90,612.98	\$0.00	\$0.00	\$221,060.80
6	NOVEMBER 25, 2023 TO DECEMBER 22, 2023	\$63,738.79	8.40%	\$5,354.06	\$0.00	\$0.00	\$0.00	\$69,092.85
7	DECEMBER 23, 2023 TO JANUARY 26, 2024	\$104,712.08	8.40%	\$8,795.81	\$112,500.00	\$0.00	\$0.00	\$226,007.89
8	JANUARY 27, 2024 TO MARCH 22, 2024	\$342,333.62	8.40%	\$28,756.03	\$172,542.21	\$0.00	\$0.00	\$543,631.86
9	MARCH 23, 2024 TO JUNE 28, 2024	\$570,393.50	8.40%	\$47,913.05	(\$129,979.58)	\$0.00	\$0.00	\$488,326.97
10	JUNE 29, 2024 TO JULY 26, 2024	\$21,918.00	8.40%	\$1,841.11	\$0.00	\$0.00	\$0.00	\$23,759.11
11	JULY 27, 2024 TO MARCH 31, 2025	\$15,402.00	8.40%	\$1,293.77	\$31,500.00	\$0.00	\$0.00	\$48,195.77
12	MARCH 31, 2025 TO MAY 23, 2025	\$545,407.06	8.40%	\$45,814.19	(\$115,252.80)	\$0.00	(\$5,000.00)	\$470,968.45
13	MAY 24, 2025 TO JULY 8, 2025	\$330,053.67	8.40%	\$27,724.51	\$25,559.85	\$0.00	(\$32,000.00)	\$351,338.03
14	JULY 9, 2025 TO JULY 25, 2025	\$192,649.89	8.40%	\$16,182.59	\$0.00	\$0.00	(\$13,000.00)	\$195,832.48
15	JULY 26, 2025 TO SEPTEMBER 26, 2025	\$391,914.29	8.40%	\$32,920.80	(\$69,407.24)	\$0.00	(\$38,000.00)	\$317,427.85
16	SEPTEMBER 27, 2025 TO OCTOBER 31, 2025	\$140,411.07	8.40%	\$11,794.53	\$0.00	\$0.00	(\$25,000.00)	\$127,205.60
17	NOVEMBER 1, 2025 TO NOVEMBER 21, 2025	\$230,906.02	8.40%	\$19,396.11	(\$112,500.00)	\$0.00	(\$15,000.00)	\$122,802.13
18	NOVEMBER 22, 2025 TO DECEMBER 19, 2025	\$160,917.31	8.40%	\$13,517.05	(\$79,672.50)	\$0.00	(\$18,000.00)	\$76,761.86
19	DECEMBER 20, 2025 TO JUNE 2, 2026	\$238,427.80	8.40%	\$20,027.94	(\$22,477.50)	\$0.00	(\$104,000.00)	\$131,978.24
20	JUNE 3, 2026, 2025 TO JUNE 30, 2026	\$158,119.51	8.40%	\$13,282.04	\$0.00	\$0.00	(\$30,000.00)	\$141,401.55
TOTAL:		\$4,337,447.46		\$364,345.59	\$0.00	\$0.00	-\$280,000.00	\$4,421,793.05



Interagency Agreement with

City of Mattawa

through

Growth Management Services

**Contract Number:
27-63114-025**

For

GMA Periodic Update Grant – FY2027

Dated: Date of Execution

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Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-one thousand four hundred twelve dollars (\$61,412)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 27-63114-025. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2026, for services and COMMERCE will reimburse the Contractor beginning July 1, 2026, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2026, cost date listed above, through June 30, 2027, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks & Deliverables	Description	End Date
Task 8	Report detailing public meetings: date/times, topic(s) covered, and summary of public input	
Deliverable 8	D8: Draft public participation report	Dec 11, 2026
Task 9	Draft Critical Areas Ordinance amendment	
Deliverable 9	D9: Draft Critical Areas Ordinance	Mar 12, 2027
Task 10	Draft development regulations ordinance	
Deliverable 10	D10: Draft Development Regulations Ordinance	Mar 12, 2027
Task 11	Draft comprehensive plan amendment incorporating analysis, future allocations, and community input.	
Deliverable 11	D11: Final (not adopted) Comp Plan Elements • Land Use • Housing • Economic Development • Parks & Recreation	Jun 11, 2027
Task 12	Draft comprehensive plan amendment incorporating analysis, future allocations, and community input.	
Deliverable 12	D11: Final (not adopted) Comp Plan Elements • Transportation • Capital Facilities • Utilities	Jun 11, 2027

Attachment B: Budget

Deliverable	SFY27 Amount
D8: Draft public participation report	\$12,912
D9: Draft Critical Areas Ordinance	\$8,000
D10: Draft Development Regulations Ordinance	\$16,500
D11: Final (not adopted) Comp Plan Elements • Land Use • Housing • Economic Development • Parks & Recreation	\$12,000
D12: Final (not adopted) Comp Plan Elements • Transportation • Capital Facilities • Utilities	\$12,000
Contract Total (State Fiscal Year 2027 only)	\$61,412