



CITY OF MATTAWA

COUNCIL MEETING AGENDA

October 01, 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. **Presentation: Health Equity by Samantha Osegueda**

IV. **Consent Agenda/Informational:**

- Minutes- Council Meeting Minutes 09.17.26
- Gray & Osborne Project Summary 09.23.26
- 2026 Claims EFT & Checks Approval #21830-21849 -- \$140,159.42
- 2026 Payroll EFT & Checks Approval #32146-32152 -- \$147,573.26
- Treasurer Report

V. **Reports:**

Mayor Report

Council Report

Police Department Report

Public Works Department Report

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

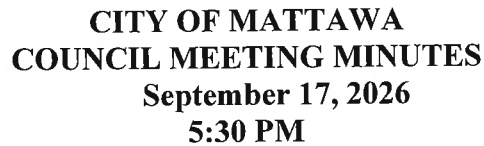
None.

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

1. Grant County Health District Agreement & Legal Letter
2. License Agreement – Mattawa Food Bank

*** A Council Budget workshop for a draft 2027 budget will follow after adjournment of the meeting. ***

VIII. Adjournment:



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, Fabiola Hernandez, Wendy Lopez.

Others present—City Attorney Anna Franz (virtual), Rachelle Bradley (SCJ Alliance), Salvador martinez, Juan Silva

**** As of Sept. 17th, 2026, the Council approved payment of 2026 Claims EFT & Checks Approval #21810-21829 in the amount of \$70,587.91, 2026 Payroll EFT & Check Approval #32145 in the amount of \$9,950.00.**

***** M/s; Acosta / Barajas motion that bills, checks, payroll, 09.03.26 meeting minutes be approved. Motion carried.***

IV. Reports:

Mayor's Report

****Mayor:** A date is needed for the fall council retreat in October. Mayor will send dates for council to choose. The last yard sale for this year was on Sept 5th it was well attended. We will work on getting banners to advertise future events. Reminder to all that September 26th is the Emergency preparedness meeting at Othello HS.

****There is a copy of a PRR on the table for each council member to read and gather documents pertaining to request. Anabel will contact council via email. Mayor email Msg. Robert Siler and Father Lalo Barragan to request a meeting to clarify any information on recent events which have caused concerns in the community. Also to discuss the process for amendment to the CUP. Mayor has not received a response and will send an email to follow up on. Mayor has asked Councilmen Acosta and Councilwoman Lopez to participate in the meeting. The Mayor and some council members have been asked about the recent information that has been shared in regards to the cancellation of the Holy Cross parish annual event at the CUP. Mayor asked if council would like a press release shared with the community.**

****Councilmen Acosta recommends including a timeline of the CUP, how we got to this point, this was not a last-minute thing that council is now enforcing. Silvia and Wendy agreed with a need to share a timeline. Brian shared that Hoy Cross cancelled the parade because there was no point in having the parade. He stated that the planner and legal counsel said they could not have the event. Tony explained to Brian the process from the hearing examiner who identified that the allowable activities for a church in a residential area are for religious purposes. Brian asked if religious education classes would have to be cancelled. Tony also reminded that horses were not approved because of the lack of a plan from the church to ensure public safety and cleaning of horse manure. Alex Heredia shared that the church could apply for the amendment to the CUP and Rachelle is more than willing to assist the church process. Tony: What sparked the concerns was the multiple events that happened throughout the year. There were two events in June within a few weeks of each other. Sun reminded Brian that the hearing examiner decides on the CUP, council only decided on the horses in the parade. Tony, reminded that we are all elected officials; the community can approach any of us to talk about concerns.**

Council Report

****Councilman Acosta commented that everyone has their council packet.**

Police Department Report

****Updated on potential threat at WHS**

****Complaints about speeding commercial vehicles on Govt Rd have been addressed. A few drivers have been spotted going over 5mph; officers will continue to be visible to enforce the proper speed limit.**

****A Conditional offer was given to Kyle Jamison. We are looking to hire an additional officer.**

Public Works Department Report

******There has been a shift in weather; we can see water consumption has decreased. Typical summer month's water consumption is over 1 million gallons per day; currently we are averaging 500,000 to 700,000 gallons per day.

******Park slides have been installed and approx. 37 tons of pea gravel were applied.

******the city hall fence project is complete, over 2800 sq. ft. of property was gained.

******Fall clean up event is next Friday, September 25, at 9 am. Notification to residents that can benefit have begun.

******Jose "Jr" Fernandez will reach out to council members individually early next week for lead and copper samples, the sample size is one liter and must be the first draw of water, must be cold water. Staff can pick up samples, or they can be dropped off at city hall.

******CDBG grant update; the City of Mattawa has been awarded up to \$500,000 in Federal Community Development Block Grant funds for the Second Street & Stevens Street Improvements project. CDBG will award up to \$1.5 million in supplemental grant funds for this project contingent upon state funds and residential and commercial development.

******RCO Grant update; project ranking is now available; the board will meet in October to approve preliminary ranking.

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

None.

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

1. Letter to Iniguez Family

M/s; Acosta / Lopez approve the mayor to sign the letter with corrections to the Wanapum Tribe verbiage. Motion carried.

2. 2026 Road Re-Striping

M/s; Acosta / Hwang motion to approve. Motion carried.

VII. Executive Session: RCW 42.30.110 (1)(f) To discuss the conduct of public official

******Session started at 6:15 pm for 40 minutes.

******Session concluded at 6:55 pm.

******No decision was needed.

VIII. Adjournment:

The council meeting was adjourned at 6:55 P.M. M/s; Heredia / Acosta. Motion carried.

Respectfully submitted,

Anabel Martinez, City Clerk

Maria Celaya, Mayor

Gray & Osborne/City of Mattawa Project Summary (9/23/26)

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
- The required HEX letter has been provided to the City Planner

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
- Construction anticipated next year – inspection will be coordinated

Catholic Charities Development – Jamin Ankney, Mike Meskimen

Project Number: 24858.07

Funded: Developer Contributions

- Attended meeting and assisted with developer questions and coordination

S4 Retail Development – Jamin Ankney, Mike Meskimen

Project Number: 21845.14

Funded: Developer Contributions

- Reviewed preliminary traffic control plan and obtained WSDOT comments.
- Reviewed updated traffic control plan
- Sent updated TCP to WSDOT for review

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
- Reviewed the binding site plan and provided comments
- Reviewed the submitted the TIA, discussed with City and WSDOT, and provided comments
- Completed review submitted developer Steven St plans

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 was July 31
- Prepared 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
- The CDBG funding application has been completed
- A public hearing was completed at a recent Council meeting
- The City received an award letter from CDBG for partial, initial funding, with more to follow if the CCHS development is funded

- Currently clarifying procurement requirements

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 to 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
- Questions are pending regarding the School District's historic use of the water for irrigation
- **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 closeout process is ongoing
- **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
- Cultural resource survey report preparation is complete
- Working with City Planner and environmental subconsultant regarding habitat mitigation
- Proceeding with habitat management and mitigation plan
- Desert Aire has indicated a willingness to help the City with habitat mitigation
- **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 summer/fall 2026, drilling bid winter 2027, well drilling winter 2027, start equipping design spring 2027, equipping bid fall 2027, project complete by fall 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
- Work will be coordinated with CCHS development and possible 2nd Street project
- 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
- Follow up reservoir wall thickness measurements taken in August 2026
- Total Budget: \$27,100

PWB Funding Applications – Russ Powers, Jamin Ankney

- Opportunity to apply for PWB funding for infrastructure projects
- Prepared 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 completed the punchlist
- Contractor has submitted a protest related to a recent change order and a response was provided
- The final progress estimate and contact voucher have been sent to the contractor for signature
- The contractor has submitted a claim related to working days and liquidated damages, which is currently under review
- **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
- Field work for cultural resource survey and geotechnical analysis was completed in late April
- The environmental review is ongoing – a biological assessment is required
- 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 is ongoing
- **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
- Preliminary building sizing has been completed.
- **Total Budget \$16,000**

RCO Funding Applications – Russ Powers, Jamin Ankney

- Funding application submitted for bathroom in Hund Memorial Park

Next Meeting – October 14, 2026, 10 am

ACCOUNTS PAYABLE

City Of Mattawa

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
19601	10/01/2026	10/01/2026	4099	ANATEK LAB INC WENATCHEE	857.00 RC Samples
	534 10 41 02	Chemical Samples	401 000 534	Water Operatin	252.00 DW C Samples
	535 10 41 02	Testing Samples	405 000 535	Sewer Operatin	605.00 WWTF RC Samples
19605	10/01/2026	10/01/2026	1886	CENTURY LINK	80.12 WWTF SCADA System
	535 10 42 00	Telephone	405 000 535	Sewer Operatin	80.12 WWTF SCADA System
19584	10/01/2026	10/01/2026	2780	COLUMBIA BASIN HEALTH ASSOC.	150.00 MPD- Physical Exam Kyle Jamison
	521 10 49 00	Professional Services	001 000 521	Current Expens	150.00 MPD- Physical Exam Kyle Jamison
19595	10/01/2026	10/01/2026	4104	CWWPG RIVERSTONE LAND	831.52 PW- Gravel
	572 20 31 00	Library Maintenance And C	001 000 572	Current Expens	831.52 PW- Gravel
19596	10/01/2026	10/01/2026	4104	CWWPG RIVERSTONE LAND	827.12 PW- Gravel
	542 30 48 00	City Street Maintenance	101 000 542	Street Fund	827.12 PW- Gravel
19588	10/01/2026	10/01/2026	174	EWFOA TREASURER	180.00 EWFOA Registration And Due- Jazmin & Anabel
	514 23 49 02	Assoc. Dues/AWC	001 000 514	Current Expens	180.00 EWFOA Registration And Due- Jazmin & Anabel
19589	10/01/2026	10/01/2026	2304	FIRST BANKCARD	1,382.69 Credit Card Expenses Clerks
	514 23 31 02	Office Supplies	001 000 514	Current Expens	173.68 Cleaning Cloths, Highlighters/trash Bags/paper Roll/note Pads
	514 23 31 02	Office Supplies	001 000 514	Current Expens	13.27 Copy Paper
	514 23 49 02	Assoc. Dues/AWC	001 000 514	Current Expens	7.96 Costco Membership Dues
	518 10 31 00	Uniforms	001 000 518	Current Expens	369.64 Clerks Uniforms
	518 10 31 00	Uniforms	001 000 518	Current Expens	-23.81 Clerks Uniforms
	518 10 31 00	Uniforms	001 000 518	Current Expens	42.28 Clerks Uniforms
	518 10 31 00	Uniforms	001 000 518	Current Expens	17.89 Clerks Uniforms Embroidery
	518 23 42 14	Telephone/Internet Expense	001 000 518	Current Expens	39.50 Office Phone Lines
	518 30 49 14	Professional Services	001 000 518	Current Expens	50.00 MOnthly Web Site Fees
	518 70 31 00	Other Supplies And Furnitu	001 000 518	Current Expens	140.34 Clerks Uniforms Embroidery
	521 10 49 00	Professional Services	001 000 521	Current Expens	50.00 MOnthly Web Site Fees
	521 20 31 00	Office Supplies	001 000 521	Current Expens	78.00 Officer Business Cards-Villa And Avalos
	521 20 31 00	Office Supplies	001 000 521	Current Expens	13.27 Copy Paper
	521 20 42 00	Telephone	001 000 521	Current Expens	239.20 MPD- Cell Phones And Hot Spot
	534 10 31 00	Office Supplies	401 000 534	Water Operatin	7.96 Costco Membership Dues
	534 10 31 00	Office Supplies	401 000 534	Water Operatin	13.27 Copy Paper
	534 10 41 04	Publishing	401 000 534	Water Operatin	25.00 MOnthly Web Site Fees

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00	Telephone		401 000 534 Water Operatin	39.49	Office Phone Lines
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	7.96	Costco Membership Dues
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	13.30	Copy Paper
535 10 41 04	Professional Services		405 000 535 Sewer Operatin	25.00	MOntly Web Site Fees
535 10 42 00	Telephone		405 000 535 Sewer Operatin	39.49	Office Phone Lines
19591	10/01/2026	10/01/2026	2304 FIRST BANKCARD	2,559.67	Credit Card Expenses- MPD
521 10 49 00	Professional Services		001 000 521 Current Expens	121.72	Schedule Anywhere
521 20 31 00	Office Supplies		001 000 521 Current Expens	5.52	Battery Key Fob
521 20 31 01	Uniforms & Clothing		001 000 521 Current Expens	493.89	Uniforms-Saul Arrieta
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	80.79	MPD Fuel
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	25.05	MPD Fuel
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	86.12	Saul Arrieta- Fuel BLEA
521 20 32 03	Police Vehicle Fuel		107 000 521 Public Safety T	87.01	Saul Arrieta- Fuel BLEA
521 20 42 00	Telephone		001 000 521 Current Expens	55.25	Office Phone Lines
521 22 35 00	LE Equipment/Supplies		001 000 521 Current Expens	1,062.32	Streamlight Pro Tac Rail Mount/ B5 System Vertical Grip
521 40 49 00	Training & Travel		001 000 521 Current Expens	542.00	LE Training
19622	10/01/2026	10/01/2026	2304 FIRST BANKCARD	4,004.02	Credit Card Expenses- PW
518 30 48 00	Repair And Maintenance		001 000 518 Current Expens	51.95	City Hall Fence
534 10 31 00	Office Supplies		401 000 534 Water Operatin	227.33	Cable Cat Riser
534 10 31 01	Operating Supplies		401 000 534 Water Operatin	319.22	Paint Suit/razon Slim/face Shield/safety Googles/knee Guard/ Ear Protection
534 10 31 03	Uniforms		401 000 534 Water Operatin	140.87	Uniforms
534 10 41 05	Professional Services		401 000 534 Water Operatin	2.99	Icloud Storage
534 10 41 05	Professional Services		401 000 534 Water Operatin	21.67	Acrobat
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	45.37	White Fog Lights/screws/cup Holders
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	227.63	Rear Bumber
535 10 31 00	Office Supplies		405 000 535 Sewer Operatin	319.22	Paint Suit/razon Slim/face Shield/safety Googles/knee Guard/ Ear Protection
535 10 42 00	Telephone		405 000 535 Sewer Operatin	95.74	Iphone Case/outlets/power Adapter
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	197.98	City Hall Fence
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	185.15	WWTF Line Cam. Parts- PVC/Locknut/bell/ Clamps
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	262.05	WWTF Line- PVC
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	45.38	White Fog Lights/screws/cup Holders
535 10 48 03	Vehicle Repair / Maintenan		405 000 535 Sewer Operatin	227.63	Rear Bumber
542 30 35 00	Street Signs		101 000 542 Street Fund	160.85	Aluminum Fence/signs Mount
542 30 35 01	Small Tools & Equipment		101 000 542 Street Fund	905.42	Paint Gun/ Brushes/Spray Shield
554 30 31 00	Animal Control / Supplies		001 000 554 Current Expens	532.97	Dog Food/ Batteries/ Dawn Powers

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	34.60	Paint Brushes
19582	10/01/2026	10/01/2026	1698 GRANT COUNTY PUD	5,287.57	Power Billing August 2026
518 30 47 14	City Hall Utilities		001 000 518 Current Expens	278.09	City Hall
534 10 47 01	Utilities		401 000 534 Water Operatin	25.44	Outlets
534 10 47 01	Utilities		401 000 534 Water Operatin	3,957.46	707 2nd Well
534 10 47 01	Utilities		401 000 534 Water Operatin	25.44	Boudary
572 20 47 00	Library - Utility Services		001 000 572 Current Expens	289.68	Library
576 80 47 00	Park Utilities		001 000 576 Current Expens	27.35	Park
576 80 47 00	Park Utilities		001 000 576 Current Expens	31.54	Manson Lane
576 80 47 00	Park Utilities		001 000 576 Current Expens	25.44	Control Circuit
576 80 47 00	Park Utilities		001 000 576 Current Expens	627.13	New Bldg
19583	10/01/2026	10/01/2026	1698 GRANT COUNTY PUD	2,450.32	Power Billing August 2026
542 63 47 00	Street Lighting		101 000 542 Street Fund	27.73	709 1st Street
542 63 47 00	Street Lighting		101 000 542 Street Fund	2,363.90	U Rd
542 63 47 00	Street Lighting		101 000 542 Street Fund	58.69	710 1st Street
19623	10/01/2026	10/01/2026	237 H. D. FOWLER CO	3,857.34	PW- Backflows
534 10 48 03	System Repair & Maintenan		401 000 534 Water Operatin	3,857.34	PW- Backflows
19586	10/01/2026	10/01/2026	2823 HERNANDEZ, JAZMIN E	266.31	Mileage Reimbursement- Conference WFOA Kennewick
514 23 43 00	Travel & Education		001 000 514 Current Expens	266.31	Mileage Reimbursement- Conference WFOA Kennewick
19593	10/01/2026	10/01/2026	2311 MARTINEZ, ANABEL	261.29	Mileage Reimbursement- WFOA Conference Kennewick
514 23 43 00	Travel & Education		001 000 514 Current Expens	261.29	Mileage Reimbursement- WFOA Conference Kennewick
19599	10/01/2026	10/01/2026	294 MID-AMERICAN RESEARCH	936.91	Parts/Supplies
534 10 48 02	Vehicle Repair & Maintena		401 000 548 Water Operatin	229.00	Fog Eliminator/ Pro Guard/ Edge Runner Baseboard
535 10 48 02	Sewer Plant Maintenance		405 000 535 Sewer Operatin	594.91	Fog Eliminator/ Pro Guard/ Edge Runner Baseboard
572 20 31 00	Library Maintenance And C		001 000 572 Current Expens	113.00	Fog Eliminator/ Pro Guard/ Edge Runner Baseboard
19592	10/01/2026	10/01/2026	324 MULTI AGENCY COMMUNICATION CENTER	2,572.03	Dispatch Services Sept 2026
522 20 42 02	MACC - Communications		107 000 522 Public Safety T	2,572.03	Dispatch Services Sept 2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
19585	10/01/2026	10/01/2026	1993	161.27	ORKIN PEST CONTROL Pest Control 9/22/2026
	518 30 48 00	Repair And Maintenance	001 000 518	161.27	Current Expens Pest Control 9/22/2026
19594	10/01/2026	10/01/2026	434	39.74	OXARC Cylinder Rental
	534 10 31 02	Chlorine	401 000 534	39.74	Water Operatin Cylinder Rental
19580	10/01/2026	10/01/2026	2798	247.64	PACIFIC OFFICE AUTOMATION Monthly Equip Rental August 2026
	591 14 70 01	Copier Machine Lease - Clk	001 000 591	49.52	Current Expens Monthly Equip Rental August 2026
	591 21 70 03	Copier Machine Lease - PD	001 000 591	49.52	Current Expens Monthly Equip Rental August 2026
	591 34 70 01	Copier Machine Lease - PW	401 000 591	49.52	Water Operatin Monthly Equip Rental August 2026
	591 35 70 02	Copier Machie Lease - PW	405 000 591	49.52	Sewer Operatin Monthly Equip Rental August 2026
	591 37 70 01	Copier Machine Lease - PW	420 000 591	49.56	Solid Waste Fu Monthly Equip Rental August 2026
19581	10/01/2026	10/01/2026	2798	310.95	PACIFIC OFFICE AUTOMATION Ink Usage Monthly August 2026
	518 70 45 01	Copier Machine	001 000 518	77.73	Current Expens Ink Usage Monthly August 2026
	521 20 31 00	Office Supplies	001 000 521	77.73	Current Expens Ink Usage Monthly August 2026
	534 10 45 01	Copier Machine	401 000 534	77.73	Water Operatin Ink Usage Monthly August 2026
	535 10 45 01	Copier Machine	405 000 535	77.76	Sewer Operatin Ink Usage Monthly August 2026
19600	10/01/2026	10/01/2026	3626	2,672.06	QUINCY HEATING & AC LLC CityHall HVAC Blower Motor Replacement
	518 30 48 00	Repair And Maintenance	001 000 518	2,672.06	Current Expens CityHall HVAC Blower Motor Replacement
19598	10/01/2026	10/01/2026	1247	25.66	RIO'S AUTO AG SUPPLY Parts/Supplies
	535 10 48 04	System Repairs / Maintenar	405 000 535	17.33	Sewer Operatin Key Zinc/ Shaft Coupler
	542 30 48 00	City Street Maintenance	101 000 542	8.33	Street Fund Grinding Disc
19602	10/01/2026	10/01/2026	3299	1,241.00	SOILTEST FARM CONSULTANTS INC WWTF RC SAMPLES
	535 10 41 02	Testing Samples	405 000 535	1,241.00	Sewer Operatin WWTF RC SAMPLES
19603	10/01/2026	10/01/2026	1772	47.49	T-MOBILE USA MPD- Sim Cards
	521 20 42 00	Telephone	001 000 521	47.49	Current Expens MPD- Sim Cards
19604	10/01/2026	10/01/2026	1772	344.33	T-MOBILE USA PW & Mayor/Clerks Cell Phone Services
	518 23 42 14	Telephone/Internet Expense	001 000 518	102.34	Current Expens Mayor/Clerks Cell Phone Services
	534 10 42 00	Telephone	401 000 534	80.66	Water Operatin PW Cell Phone Services
	535 10 42 00	Telephone	405 000 535	80.66	Sewer Operatin PW Cell Phone Services
	537 10 42 00	Telephone	420 000 537	80.67	Solid Waste Fu PW Cell Phone Services

ACCOUNTS PAYABLE

City Of Mattawa

As Of: 10/01/2026

Time: 16:48:34 Date: 09/28/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
19578	10/01/2026	10/01/2026	1979	THE BUILDING DEPARTMENT LLC	64,931.34 Permit & Fire/Rental Inspection Fees
	524 20 41 00	Rental/Fire Inspection Cost	001 000 524	Current Expens	100.00 Fire/Rental Inspections
	558 50 41 00	Building Permit & Plan Rev	001 000 558	Current Expens	64,831.34 Permit Fees
19579	10/01/2026	10/01/2026	1979	THE BUILDING DEPARTMENT LLC	8,448.04 Permit & Fire/Rental Inspection Fees
	524 20 41 00	Rental/Fire Inspection Cost	001 000 524	Current Expens	400.00 Fire/ Rental Inspectios
	558 50 41 00	Building Permit & Plan Rev	001 000 558	Current Expens	8,048.04 Permit Fees
19597	10/01/2026	10/01/2026	3318	TROJAN TECHNOLOGIES CORP	5,182.38 UV System Bulbs
	535 10 48 04	System Repairs / Maintenar	405 000 535	Sewer Operatin	5,182.38 UV System Bulbs
19606	10/01/2026	10/01/2026	3362	VISION MUNICIPAL SOLUTIONS LLC	5,512.14 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	511 60 41 00	Elected Officials - Professic	001 000 511	Current Expens	1,040.64 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	518 80 41 01	Computer Support/Mainten	001 000 518	Current Expens	1,230.34 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	521 10 41 01	Civil Service Commission	001 000 521	Current Expens	260.16 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	521 10 49 00	Professional Services	001 000 521	Current Expens	1,490.50 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	534 10 41 05	Professional Services	401 000 534	Water Operatin	496.83 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	535 10 41 04	Professional Services	405 000 535	Sewer Operatin	496.83 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
	537 10 41 02	Professional Services	420 000 537	Solid Waste Fui	496.84 2027 Annual Subscription Office 365 Email,Microsoft/ 50 MailBox
19587	10/01/2026	10/01/2026	422	WA STATE AUDITOR'S OFFICE	14,541.38 Federal & Financial Audit 24'-25'
	518 23 41 00	State Auditor	001 000 518	Current Expens	2,541.38 Federal & Financial Audit 24'-25'
	534 10 41 00	State Auditor	401 000 534	Water Operatin	2,000.00 Federal & Financial Audit 24'-25'
	535 10 41 00	State Auditor	405 000 535	Sewer Operatin	10,000.00 Federal & Financial Audit 24'-25'
19590	10/01/2026	10/01/2026	3971	WITHERSPOON BRAJCICH MCPHEE,PLLC	435.15 Labor Grievance- Pantaleon
	515 41 41 02	Legal Fees -- Civil Service	001 000 515	Current Expens	435.15 Labor Grievance- Pantaleon

Report Total:

130,644.48

ACCOUNTS PAYABLE

City Of Mattawa

As Of: 10/01/2026

Time: 16:48:34 Date: 09/28/2026

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Accts

Pay # Received Date Due

Vendor

Amount Memo

Fund

001 Current Expense Fund	90,808.00
101 Street Fund	4,352.04
107 Public Safety Tax Fund	2,851.00
401 Water Operating Fund	12,161.96
405 Sewer Operating Fund	19,844.41
420 Solid Waste Fund	627.07

This report has been reviewed by:

Anabel Martinez - City Clerk

9/28/20

Date

REMARKS:

09/11/2026

Dear Mayor Celaya & City Clerk Martinez,

I want to begin by offering heartfelt thanks for your past financial contributions to Grant County Health District (GCHD). Your investment in public health helps keep our air and water clean, our food safe and protects our communities from the spread of disease. By investing and partnering in local public health, you're helping safeguard the health and safety of your residents.

This past year's contributions from our cities, towns, county, and state supported many of our key efforts. Your support helped us investigate and remove toxic recalled products from our community, distribute cleanup kits to city staff, and respond to communicable diseases such as sexually transmitted infections and disease outbreaks such as the 2025 pertussis outbreak. While these efforts often go unseen, they are critical, and we couldn't do them without you.

Our team recently conducted extensive community outreach to help plan the future of public health in Grant County. The findings have directly shaped our new [Community Health Improvement Plan \(CHIP\)](#), which sets a clear and intentional direction for the years ahead. The community's plan will focus on access to transportation for services, behavioral health, and food insecurity; issues our communities identified as most pressing.

As we work towards these community-driven goals, GCHD is still facing significant federal and state budget cuts. These reductions have already required us to make difficult decisions, including cutting or scaling back essential programs and staffing. The loss of these services is largely felt by the people who rely on them the most.

We are requesting a continued partnership for the coming year through a contribution of **\$3 per resident**. We make this request with full awareness of the financial pressures facing our local governments but with confidence that public health is a necessary and high-value investment in community well-being and safety.

If you find the accompanying Interlocal Agreement acceptable, please sign two copies and return them to Josie Hernandez, Executive Administrative Assistant at 1038 W Ivy Avenue, Suite #1, Moses Lake, WA 98837 and an invoice will be sent to you after the first of the year. If you need to modify the amount of funding committed, please do so, and an updated contribution will be noted on the invoice.

We look forward to serving you in this joint effort to keep our citizens safe and healthy. If you have any questions or would like to meet and discuss the Health District work that has been done, and being planned for, that impacts the City of Mattawa community, please contact me at tadkinson@granthealth.org or at (509) 793-3520.

Sincerely,



Theresa Adkinson, Administrator

**INTERLOCAL AGREEMENT
BETWEEN THE GRANT COUNTY HEALTH DISTRICT
AND
THE CITY OF MATTAWA
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the GRANT COUNTY HEALTH DISTRICT, a special purpose district and CITY OF MATTAWA, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, to promote the public health in Grant County, Washington, the Board of County Commissioners of Grant County, Washington, established a Health District in 1967, embracing all the territory within Grant County, Washington, and all cities and towns therein; and

WHEREAS, in 1967 the Grant County Health District became a public health program with cities indicating a willingness to participate on the Grant County Board of Health; and

WHEREAS, on January 1, 2005, 7 of 14 cities and towns agreed to voluntarily contribute \$1.00 per capita to the Health District in return for public health services; and

WHEREAS, in 2026, 10 of 14 cities and towns agreed to voluntarily contribute \$1.00-\$4.00 per capita to the Health District in return for public health services; and

WHEREAS, in 2026 Grant County Board of County Commissioners contributed \$171,910 and Grant County cities and towns voluntarily contributed \$79,530 to the Health District in return for public health services; and

WHEREAS, the Health District's ability to perform its most essential functions has been severely compromised by recent state and federal cutbacks; and

WHEREAS, the Health District serves an essential public safety function by ensuring safe food, schools, and septic systems, responding to disasters, and preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illnesses such as E. coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, and Ebola and natural disasters such as response to annual wildfire smoke respect no municipal boundaries; and

WHEREAS, consistent with RCW 70.05, the Grant County Board of County Commissioners is responsible for establishing the Grant County Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, Grant County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Health District agree as follows:

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the Health District to promote, facilitate, and undertake various programs and activities.

2. Term.

The term of this Agreement shall be from January 1, 2027, to December 31, 2027. The term may be extended by mutual written agreement of the parties.

3. Scope of Services.

A. Responsibilities of the City.

The City shall contribute **\$3.00 per capita** annually to the Health District commencing January 1, 2027. Payments may be made in one lump sum annually, preferably on or before June 30 of each year.

B. Responsibilities of the Health District.

An invoice will be sent to the City after the first of the year.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, inspecting septic systems, responding to disasters, and preventing and responding to disease outbreaks.

The Health District will partner with the City to coordinate childhood injury prevention, substance use related training, and community outreach events.

The Health District will provide reports to the City identifying services provided to City residents and businesses.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree, and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance upon request.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City, its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the District, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Grant County Health District
1038 W Ivy Ave. Suite 1
Moses Lake, WA 98837

Any notice/invoice to the City shall be mailed or hand delivered to:

City of Mattawa
521 Government Rd
Mattawa, WA 99349

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Grant County, Ephrata, Washington.

10. Disputes.

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

11. No third-party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties. Health District employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Grant County Health District.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended

in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. Severability.

- A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Grant County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

16. Effective Date. January 1, 2027

City of Mattawa

Grant County Health District

Maria M Celaya, Mayor

Theresa Adkinson, Administrator

ATTEST:

ATTEST:

City Clerk

Clerk of the Board of Health

Approved as to Form:

Approved as to Form:

City Attorney

Health District Attorney

KENISONFRANZ

ATTORNEYS AT LAW

KATHERINE L. KENISON, PS

ANNA C. FRANZ, PS

July 15, 2026

Board Members
Grant County Health District
1038 W. Ivy
Mattawa, WA 98837

City Council
City of Mattawa
521 E. Government RD
Mattawa, WA. 99349

Re: Per Capita Interlocal Agreement for Public Health Services

Dear City Council/Board Members:

We have been requested to draft an updated Per Capita Interlocal Agreement for Public Health Services. Because our firm has represented and continues to represent the Health District and the City as general counsel, we are required by the Washington State Bar Association to inform you of and obtain your written consent to our participation as counsel in transactions which present any potential for conflict of interest.

The purpose of this letter is to inform you of the actual and potential consequences of simultaneous representation for this transaction and to explain the circumstances under which we can represent both parties simultaneously if, after full consideration of the consequences, both clients wish us to do so.

Under applicable rules of professional conduct, a law firm owes each of its clients a duty of loyalty, which would normally preclude any attorney within the firm from undertaking a representation adverse to any client of the firm without the affected client's informed consent. Other rules generally prohibit a firm from undertaking any representation involving an actual or potential conflict of interest without the informed consent of all affected parties. Such a situation exists whenever a firm represents two clients simultaneously in a situation in which their interests are actually or potentially adverse. The conflict of interest, and the need for informed consent, exist no matter how cordial the business relationship between the two parties currently is or is anticipated to be, and no matter how non-controversial the transaction is anticipated to be.

We do not recommend simultaneous representation of adverse parties, and have not recommended this simultaneous representation to you. We have recommended, instead, that each party seek separate representation. We also recommend that each entity seek the advice of independent

OFFICE: 509.754.2493 FAX: 509.754.4022
406 W. BROADWAY AVE., SUITE D, MOSES LAKE, WASHINGTON 98837

Health District Board/City of Mattawa
July 15, 2026
Page 2

counsel of your own choice regarding this written consent. If, however, it is the wish of both clients that we undertake the simultaneous representation of both parties with respect to the transaction, we will undertake to do so under the terms described herein.

It may not be possible for a single law firm to represent both parties to the transaction in the same aggressive manner as would two separate and independent law firms. By giving the consent requested in this letter, you are, in effect, waiving that kind of zealous representation of your individual and conflicting interests with respect to the transaction. It is possible that each or both of you might be advised by independent counsel to demand or offer different or more favorable terms and conditions with respect to the transaction than we can or will demand or offer.

Moreover, regardless of the terms upon which the matters between the two clients are concluded, the fact that one law firm has been involved in the representation of both parties may give rise to a perception on the part of council members, directors, administration, constituents, or other third parties that different terms might have been arrived at had each entity had separate representation by an independent law firm.

If a dispute should arise in the future between the two entities concerning the transaction or any other aspect of your dealings with each other, we believe we would have to withdraw, or would be disqualified, from representing either entity with regard to that dispute or any other relationship you might then have with each other. You would then each have to retain separate counsel, resulting in additional expense and inconvenience that you might not have incurred had you been separately represented from the outset.

We will be pleased to answer any questions you may have concerning this representation or this requested consent. If you do wish to consent, please sign the enclosed extra copy of this letter and return it to us.

Very truly yours,
KENISONFRANZ

A handwritten signature in black ink, appearing to read "Katherine L. Kenison", written over a horizontal line.

Katherine L. Kenison
KLK/kk

Health District Board/City of Mattawa
July 15, 2026
Page 3

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to the firm's simultaneous representation of both the Grant County Health District and the City of Mattawa with respect to the transaction as described above. We further agree that the firm may withdraw its representation of either client or both clients without prejudice should it determine that continued representation might violate applicable rules of professional conduct.

GRANT COUNTY HEALTH DISTRICT

CITY OF MATTAWA

By: Tom Harris, Chair

By: Maggie Celaya, Mayor

ATTEST

ATTEST

Anabel Martinez, City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the City of Mattawa, a Washington State municipal corporation (“City”), and the Mattawa Area Food Bank, a 501(c)(3) Private Foundation (“Food Bank”).

WHEREAS, the City owns the property located at 521 Government Road, Mattawa, Washington more particularly described as:

Lots 1-8, Block 2 of the Kisler 1st Addition to the City of Mattawa, Grant County, Washington.

Being Grant County Parcel Nos. 030223000, 030227000, 030228000, 030229000, 030230000 (“City by Hall”).

WHEREAS, the Food Bank desires to use a portion of the City Hall parking lot for purposes related to the Food Bank’s operations.

WHEREAS, the City is willing to allow the Food Bank’s use of the City Hall parking lot subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE.

1.1 Area and Use of Occupancy: the City grants to the Food Bank a limited License to use an area of the City Hall parking lot designated by the Mayor or Public Works Director to park the Food Bank’s cart on wheels used to store dry non-perishable foods and to distribute such dry non-perishable foods from the cart to members of the public. The food bank is responsible for maintaining the cart, including regular inspecting and removal of any spoiled expired or otherwise unstable foods. The city will designate where the car is to be stationed not to exceed in 25ft.²

1.2 Consideration: in consideration and support of the Food Bank providing free public services to members of the community, including low-income individuals and seniors, the City is granting this License at no cost to the Food Bank.

2. SCOPE OF LICENSE. This License is granted for the sole purpose described in Paragraph 1 and the Food Bank’s use of the City Hall parking lot shall comply with all applicable regulations, ordinances, resolutions, and laws regarding the use of the City Hall parking lot.

3. TERM OF LICENSE. This License shall be effective on the date provided below and shall continue until terminated as provided herein. This license may be terminated by either party 10 (10) days after written notice delivered to the address provided below:

To the City:

City of Mattawa
521 Government Road
Mattawa, WA 99349

To the Food Bank:

Mattawa Area Food Bank
23898 Road T2 SW
Mattawa, WA 99349

4. EXTENT OF FOOD BANK'S INTEREST. This License is a grant to use the City's property for a specific use only, and does not constitute an interest in land. This License is not inheritable, assignable, nor transferable and is personal to the Food Bank.

5. INSURANCE AND INDEMNIFICATION. The Food Bank shall maintain throughout the term of this License Agreement liability insurance coverage for any liability or expense, including, but not limited to property damage and personal and bodily injury. The minimum amount of such insurance shall be One Million Dollars (\$1,000,000).

The Food Bank shall defend, indemnify and hold harmless the City, its officers, employees, officials, and successors and assigns, from and against any and all liability, loss, damage, expense, injury, action and claims to the extent asserted or arising directly or indirectly on account of or out of acts or omissions of the Food Bank, its agents, contractors, employees, licensees or invitees in the exercise of the rights granted in this License.

6. GOVERNING LAW AND VENUE. This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and any litigation arising out of this License Agreement shall be in Grant County, Washington.

7. ENTIRE AGREEMENT. This License Agreement is the complete and exclusive agreement between the parties, which supersedes all proposals or prior oral agreements, and all other communications between them relating to the Grantor's property. Amendments or modifications to this Agreement shall only be effective if they are in writing and signed by both parties.

8. ATTORNEY'S FEES AND COSTS. In the event of any action by either party brought to interpret this Agreement or to enforce any of the provisions herein, then the unsuccessful party in such action shall pay to the prevailing party a reasonable attorney's fee and costs fixed by the Court, including attorney's fees and costs on appeal, if such be had.

In the event one party is required to expend fees on an attorney's services because of a breach or default by the other party, then the breaching/defaulting party shall pay to the

other party the actual attorney's fees incurred as a result of that breach and/or default, provided, however, that the defaulting/breaching party be given thirty (30) days' prior written notice of the breach and/or default so that it may have a reasonable opportunity to cure the breach and/or default before attorney's fees are incurred.

DATED this _____ day of _____, 2026.

CITY OF MATTAWA

MATTAWA AREA FOOD BANK

Maria M. Celaya, Mayor