

# AGENDA CITY OF GEORGE COUNCIL MEETING

June 16, 2026

Please contact the clerk 24 hours prior to this meeting if you require special accommodations or to request an auxiliary aid.

**In-person meeting—Location:** George Community Hall 403 W. Montmorency Blvd

## AGENDA ITEMS

- 1     CALL TO ORDER at 7:00 PM and Flag Salute
  
- 2     ROLL CALL
  
- 3     APPROVAL OF AGENDA -Additions or Corrections to published Agenda
  
- 4     IDENTIFICATIONS OF CITIZENS WISHING TO SPEAK ON AGENDA ITEMS UNDER ITEMS **7 OR 8**
  
- 5     PUBLIC COMMENT- Maximum 3 minutes per person (15 minutes total meeting time to address the council on subjects that are the council’s business “and not involving personnel matters”)
  
- 6     CONSENT AGENDA—All of the items listed below will be enacted by one motion unless a Council member requests an item be removed from the Consent Agenda for discussion.  
  
      A. Minutes for Regular Meeting 5.19.2026  
      B. Claims
  
- 7     OLD BUSINESS  
  
      A. Colonial Market Easement Sprinkler Improvement project quotes – Aaron Harwood (Council Approval)  
      B. Kratom – Sample Ordinances for review and Council discussion – Amy Grace
  
8.    NEW BUSINESS  
  
      A. Quincy School District Control and Tenure Letter – Alex Kovach (Council Approval)

- B. Recreation and Conservation Office (RCO) Applicant Resolution/Authorization  
– Alex Kovach (Council Approval)
- C. Final Progress Estimate 3, West Montmorency Muti-Use Pathway – Michael  
Woodkey ( Council Approval)
  
- D. LODGING TAX GRANT AND DISBURSEMENT POLICY – Amy Grace  
(Council Consideration/Approval)
  
- E. George Community Hall Advance Disbursement of lodging tax grant funds –  
Amy Grace (Council Approval)

9. COUNCIL COMMENTS AND QUESTIONS

10. MEETINGS:

11. EXECUTIVE SESSION:

12. ADJOURNMENTS

CITY OF GEORGE  
STATE OF WASHINGTON  
May 19, 2026

**COUNCIL MEETING:** Regular Meeting

**PLACE:** George Community Hall

**PRESENT:** Council Member Kate Schooler, Council Member Debby Kooy, Council Member Julia Schooler, Council Member Patty Neff (remote).

**STAFF IN ATTENDANCE:** City Clerk Amy Grace, City Maintenance Norm Holden, City Engineer Mike Meskimen, City Planner Alex Kovach; City Attorney Chuck Zimmerman.

**Guests in attendance:** Patric Connelly, Reece Leavitt

**CALL TO ORDER:** Mayor Juan Villapando at 7:00 p.m., followed by the flag salute.

**ROLL CALL:** All present

**ABSENT:** None

Council Member Melissa Maldonado made a motion to approve the agenda with the following corrections:

- Add Agenda Item 8A: 2026-2028 Professional Engineering Service Agreement General Services
- Add Agenda Item 8B: Grant County Health District – Kratom Presentation

Council Member Julia Schooler seconded. Motion passed 5-0

Citizens wishing to speak under items 7 or 8: None

Public comment: None

Council Member Julia Schooler made a motion to approve the Consent Agenda and approval of vouchers #19608 – 19655 in the amount of \$83,330.20, and electronic checks in the amount of \$27,301.87. Council Member Patty Neff seconded. Motion passed 5-0.

Old Business – Public Works – Sprinkler System Improvement Quotes

Under Old Business, the Public Works Superintendent provided an update on the request for quotes related to the sprinkler system improvement project. The Superintendent presented one quote and requested authorization in the amount of \$2,000 to proceed.

Council engaged in discussion regarding the proposed cost and the need for additional information. Following discussion, the Council requested that the Superintendent obtain an additional quote for comparison. The Council also directed the Clerk's Office to consult with legal counsel to determine

whether the existing agreement between JLD and Colonial Market requires updating in connection with the proposed improvements.

No action was taken pending receipt of the additional quote and legal review.

**New Business – 2026-2028 Professional Engineering Services Agreement – Gray & Osborne, Inc.**

City Engineer Mike Meskimen presented to Council the proposed 2026–2028 Professional Engineering Services Agreement – General Services between the City of George and Gray & Osborne, Inc. The City Engineer reviewed the scope of engineering services covered under the agreement and recommended that the Council authorize the Mayor to sign the agreement.

Council Member Debby Kooy moved to authorize the Mayor to sign the 2026–2028 Professional Engineering Services Agreement with Gray & Osborne, Inc. Council Member Melissa Maldonado seconded. The motion passed 5–0.

**New Business - Grant County Health District – Kratom Presentation**

Reece Leavitt a representative from the Grant County Health District (GCHD) provided a brief presentation to the Council regarding kratom, including an overview of public health concerns and recent regional activity. GCHD reported that it has adopted a Resolution urging all Grant County cities, towns, and the Grant County Board of County Commissioners to consider restrictions on the sale and distribution of kratom products. Council discussion followed.

The Council directed the Clerk's Department to bring back sample ordinances from other jurisdictions for review and further consideration.

**Council Comments and Questions**

During Council comments and questions, a Council Member Melissa Maldonado inquired about the City's security officer, including current work hours and days of coverage. The Councilmember also noted concerns regarding unoccupied or inoperable vehicles in public areas and vehicles blocking community mailboxes.

Council Member Debby Kooy commented on the need for additional security presence during the Fourth of July celebration.

Council Member Julia Schooler requested that the Mayor contact the Grant County Sheriff's Office to ask for additional patrol within the city. The Mayor stated he would contact the Sheriff's Office to request the additional patrol.

Council Member Kate Schooler made a motion to authorize the City Planner to proceed with preparing and submitting the RCO WWRP-Recreation grant application. Council Member Debby Kooy seconded. Motion passed 4-0.

**ADJOURNMENT: Council Member Patty Neff made a motion to adjourn the meeting. Council Member Julia Schooler seconded. Motion passed 5-0.**

Meeting adjourned at 7:42 p.m.

Approved by the City Council at  
an Open Public Meeting the  
16<sup>th</sup> of June, 2026.

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Juan Villalpando, Mayor

ATTEST:

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Amy Grace, City Clerk-Treasurer



# Kooy's Irrigation, Inc.

5284 Hwy 281 N.  
Quincy, WA 98848  
509-787-3184  
info@koosirr.com

# Quote

Invoice Number:	ASSIGN
PO Number:	Underground
Reference Number:	Underground
Date:	5-20-2026
Clerk:	Clint
Terms:	20 days

Customer Information:  
**CITY OF GEORGE**  
**PO BOX 5277**  
**GEORGE WA 98824**

Line #	Part Number	Description	Qty	UOM	Price	Total
1	PipePVC-1.25	1 1/4" - Sch 40 - PVC	1,120.00		0.55	619.36
2	TeePVC-SSS-1.25	Tee - PVC - 1 1/4" - SSS	10.00		1.35	13.50
3	TeePVC-SST-1.25x.75	Tee - PVC - 1 1/4"x3/4" - SST	28.00		2.77	77.49
4	ElbPVC90-1.25-SS	1 1/4" - 90° - PVC Elbow	16.00		1.24	19.85
5	RBPVC-ST-1.25x.75	1 1/4x 3/4 Slip x Thd Reducer	8.00		1.41	11.24
6	BallValvePVC-T-1.25	1 1/4" Thread Blue & White Valv	6.00		26.75	160.52
7	ValveBox-Jumbo	12 x 18 x 24 Valve Box	2.00		87.28	174.57
8	GardenValveHoseBent	3/4" - Garden Valve - FIP female inlet	2.00		11.12	22.23
9	RainB-5000PcAdj	Rainbird Rotor ULTRA 5004PLPC	34.00		15.57	529.38
10	FunnyPipe	Funny Pipe - Like Drip Hose	100.00		0.41	41.16
11	FunnyElb90-.75	3/4" Funny Pipe 90 Elbow	68.00		0.25	17.00
12	Glue-721-QT	Glue - 721 - Quart	3.00		45.06	135.19

<b>Sub Total</b>	<b>\$1,821.49</b>
<b>WA STATE 6.5%</b>	<b>\$118.40</b>
<b>GRANT CO. 1.7%</b>	<b>\$30.97</b>
<b>Total</b>	<b>\$1,970.86</b>

# Sales Quote

S-QUO3638

Account No. 0993



George, City Of \*Authorize\*  
P.O. Box 5277  
George, WA 98824

Ship-to Address  
George, City Of \*Authorize\*  
P.O. Box 5277  
George, WA 98824

Lad Irrigation CO Inc.

1030 E. Broadway Ave

PO Box 880

Moses Lake, WA 98837

USA

Document Date  
May 5, 2026

Salesperson  
Ryan Weber

Payment Terms  
10th of the Month

Customer PO#

Shipment Method

No.	Description	QTY	UoM	Unit Price	Line Amount
6870-S40IB012	Pvc Pipe 1 1/4 Bell S40 Ips	1,120	FOOT	0.51	573.52
SP401-012	Pvc Tee Sss 1 1/4	10	EA	1.76	17.56
SP402-167	Pvc Tee Red Sst 1 1/4 x 3/4	28	EA	3.30	92.26
SP406-012	Pvc 90 Ss El 1 1/4	16	EA	1.50	24.06
SP438-167	Pvc Bush St 1 1/4 x 3/4	8	EA	1.73	13.82
SP8721-012	Pvc Ball Valve - Econo Thd 1 1/4	6	EA	5.26	31.58
8380-12X25	Turf Valve Box Rect.Xlg 12x25 Dura	2	EA	75.47	150.94
8420-103-004	Bib Hose 3/4	2	EA	12.15	24.31
RB5004PC	Turf Sprinkler 5000 Part Circle Rotor	34	EA	11.51	391.43
RBSPXFLEX	Turf Swing Pipe Tubing 1/2 X-Flex (100')	100	FOOT	0.31	30.50
RBSBE-075	Turf Barb 90 El 3/4	68	EA	0.26	17.68
4010-721-4Q	721 Blue Cmmt-1 Qt Hot Pro Red Label	3	EA	29.16	87.47

Sales Quote S-QUO3638

May 5, 2026

Page 2 / 2

	Subtotal	1,455.13
	Total Tax	119.32
	<b>Total \$</b>	<b>1,574.45</b>

Amount Subject to Sales Tax	1,455.13
Amount Exempt from Sales Tax	0.00

**cityclerk cityofgeorge.org**

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**From:** Chuck Zimmerman <czimmerman@omwlaw.com>  
**Sent:** Thursday, April 23, 2026 9:03 AM  
**To:** cityclerk cityofgeorge.org  
**Cc:** Emily F. Romanenko; Juan Villalpando; pwd cityofgeorge.org; Norm Holden; deputyclerk cityofgeorge.org  
**Subject:** Re: Sprinkler installation

Amy,

In my opinion, these agreements are broad enough to permit the City to install a sprinkler system within the license area to be used to water the grass. Keep in mind that the Agreements may be terminated on 30 days notice. Because the Agreements have been in existence without issue since 2016, adding a \$2,000 sprinkler system that remains manually operational seems reasonable and appropriate.

Chuck Zimmerman  
Ogden Murphy Wallace PLLC  
(509) 679-3348 mobile

On Apr 22, 2026, at 2:37 PM, cityclerk cityofgeorge.org <cityclerk@cityofgeorge.org> wrote:

Hi Chuck,

As requested, please see attached License Agreements that are between JLD/City and Jim Carpenter/City for the areas that are being maintained by the City and where Norm would like to install sprinklers.

I just wanted to add that nobody has reached out to JLD to see if it would be okay to install sprinklers.

Also, the License Agreement with Jim Carpenter is for Parcel 030656001, which is now owned by Juan Cruz. Is this Agreement still valid?

*Amy Grace, Clerk/Treasurer*  
*City of George*  
**Office: 509-785-5081**  
**Fax: 509-785-4880**

<JLD License Agreement.pdf>  
<Parcel 030656001 - Jim Carpenter License Agreement.pdf>



**ORDINANCE NO. 1647**

**AN ORDINANCE OF THE CITY OF OTHELLO, WASHINGTON,  
ADOPTING A NEW OTHELLO MUNICIPAL CODE CHAPTER  
5.50, RELATING TO THE PROHIBITION OF THE SALE,  
ADVERTISEMENT OF, AND DISTRIBUTION OF KRATOM  
PRODUCTS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of Othello (“City”) is a non-charter optional municipal code city incorporated under the laws of the State of Washington and as such has the power to enact ordinances for the protection of the public health, safety, and general welfare; and

**WHEREAS**, pursuant to Article XI, Section 11 of the Washington Constitution, the City is authorized to “make and enforce within its limits all such local police, sanitary, and other regulations as are not in conflict with general laws,” which includes regulations necessary to protect public health, safety, and welfare; and

**WHEREAS**, kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree; and

**WHEREAS**, the U.S. Drug Enforcement Agency has listed kratom as a “Drug of Chemical Concern,” finding that kratom consumption can produce both stimulant and opioid-like effects and can lead to dependence, addiction, and negative psychotic and physical effects; and

**WHEREAS**, cases of kratom-related toxicity and adverse effects have been reported, particularly when combined with other substances; and

**WHEREAS**, the U.S. Food and Drug Administration (“FDA”) has determined that 7-hydroxymitragynine (“7-OH”), a naturally occurring alkaloid in the kratom plant, is a dangerous substance; and

**WHEREAS**, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main alkaloids, mitragynine and 7-OH; and

**WHEREAS**, while the FDA has been evaluating classifying kratom and the alkaloids it contains under the Controlled Substances Act (21 U.S.C. ch. 13 § 801 et seq.) since July 2025, kratom is not federally regulated in the United States and is not subject to

government-mandated safety checks, resulting in a lack of oversight and accepted safety standards for use, regulation of ingredients, purity levels, and dosage; and

**WHEREAS**, under RCW 69.50.600, Washington cities may enact only those laws and ordinances relating to controlled substances that are consistent with the Washington State Controlled Substances Act, and local laws and ordinances that are inconsistent with the requirements of state law shall not be enacted, are preempted, and should be repealed; and

**WHEREAS**, the State of Washington has not enacted any laws or regulations governing the sale, advertisement of, distribution or use of kratom or its derivatives; and

**WHEREAS**, the protection of the public health and safety is a paramount priority for the City; and

**WHEREAS**, kratom and kratom derivative products sold at various retail locations in Othello pose a risk to the City's residents, particularly to youth and vulnerable populations; and

**WHEREAS**, prohibiting the sale, advertisement, and distribution of products containing kratom or kratom derivatives will likely help reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protects the public health, safety, and welfare of residents of Othello; and

**WHEREAS**, in the interest of public health, safety, and welfare, the City Council desires to adopt a new Othello Municipal Code Chapter 5.50 to regulate the sale, advertisement, and distribution of kratom products to protect the public health, safety, and welfare of residents of Othello;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OTHELLO, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:**

***Section 1. Adopting New OMC Chapter 5.50 (Prohibition of the Sale, Advertisement of, and Distribution of Kratom).*** A new Othello Municipal Code Chapter 5.50 to be entitled "Prohibition of the Sale, Advertisement of, and Distribution of Kratom," is hereby adopted to read as follows:

**OMC 5.50.010 Purpose and Intent.**

The purpose and intent of this chapter is to protect the public health and safety of city residents by prohibiting the sale, advertisement of, and distribution of kratom products.

**OMC 5.50.020 Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings set forth in this section:

A. "Advertise" means any communication to one or more persons identifying that kratom products are being offered or sold by any person, cooperative, organization, or legal entity, including but not limited to: physical displays of kratom products; signs located at a business; signs located in places other than at a business, including billboards; advertisements on vehicles; advertisements in paper media such as newspapers, magazines, flyers, cards, or business cards; or advertisements in electronic media such as internet websites, social media, electronic classified advertisements, cell phone applications, and television or radio advertisements.

B. "Distribute" means to furnish, give away, exchange, transfer, deliver, or supply, whether or not for monetary gain.

C. "Kratom" or "kratom product" means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage that contains any part of the plant *Mitragyna speciosa* and its leaves, or any derivative that contains any part of the leaf of the plant, or any extract, synthetic alkaloid, or synthetically derived compounds of such plant or its leaf containing mitragynine or 7-hydroxymitragynine ("7-OH"), including, but not limited to, any powder, capsule, pill, beverage, or other ingestible form.

D. "Kratom retailer" means any person that sells or distributes kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products.

E. "Sell" or "sale" means to furnish, exchange, transfer, deliver, or supply for monetary gain.

**OMC 5.50.030 Sale, Advertisement, and Distribution of Kratom Products Prohibited.**

No person, cooperative, organization, or legal entity may knowingly sell, distribute, advertise for sale or distribution, or permit to be sold any Kratom product in the City of Othello.

**OMC 5.50.040 Violation - Penalty.**

A. Any person, cooperative, organization, or legal entity who violates OMC 5.50.030 shall be issued a class 1 civil infraction under RCW 7.80 with a fine of \$250. Each separate sale, advertisement, or distribution of kratom is considered an independent violation subject to the penalties listed herein. In the case of a single violation occurring over a period of multiple days, each

24-hour period the violation is committed, continued, or permitted shall be a separate and distinct violation subject to the penalties herein.

B. Any kratom retailer found to have violated OMC 5.50.030 may have its City of Othello business license revoked or denied pursuant to OMC 4.04.120.

**Section 2. Corrections.** The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 4. Effective date.** This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF OTHELLO, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2TH DAY OF APRIL 2026.**

By: Ken Johnson  
Ken Johnson (Apr 28, 2026 08:54:59 PDT)  
Ken Johnson, Mayor

ATTEST:

By: Tania Morelos  
Tania Morelos, City Clerk

APPROVED AS TO FORM:

By: Hillary Evans  
Hillary Evans, City Attorney

PASSED the 27th day of April 2026  
APPROVED the 27th day of April 2026  
PUBLISHED the 6th day of May 2026

**CITY OF SPOKANE VALLEY  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 26-003**

**AN ORDINANCE OF THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE  
OF WASHINGTON, ADOPTING TITLE 7, CHAPTER 55 OF THE SPOKANE VALLEY  
MUNICIPAL CODE RELATING TO THE SALE OF KRATOM PRODUCTS.**

**WHEREAS**, pursuant to Article XI, Section 11 of the Washington Constitution, the City of Spokane Valley ("City") is authorized to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws," which include regulations necessary to protect public health, safety, and welfare; and

**WHEREAS**, kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree; and

**WHEREAS**, the U.S. Drug Enforcement Agency has listed kratom as a Drug of Chemical Concern, finding that kratom consumption can produce both stimulant and opioid-like effects and can lead to dependence, addiction, and negative psychotic and physical effects; and

**WHEREAS**, cases of kratom-related toxicity and adverse effects have been reported, particularly when combined with other substances; and

**WHEREAS**, the U.S. Food and Drug Administration ("FDA") has determined that 7-hydroxymitragynine ("7-OH"), a naturally occurring alkaloid in the kratom plant, is a dangerous substance; and

**WHEREAS**, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main alkaloids, mitragynine and 7-OH; and

**WHEREAS**, the safety profile of kratom products is not well established and its effect on minors is largely unknown; and

**WHEREAS**, kratom is not federally regulated in the United States and is not subject to government-mandated safety checks, resulting in a lack of oversight and accepted safety standards for use, regulation of ingredients, purity levels, and dosage; and

**WHEREAS**, the State of Washington has not enacted any laws or regulations governing the sale or use of kratom; and

**WHEREAS**, kratom products are sold at various retail locations in Spokane Valley posing a risk to the City's residents, particularly youth and vulnerable populations; and

**WHEREAS**, prohibiting the sale and distribution of kratom products helps reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protects the public health, safety, and welfare of residents of Spokane Valley.

**NOW, THEREFORE**, the City Council of the City of Spokane Valley, Washington ordains as follows:

**Section 1.** Purpose. City Council finds that the sale and distribution of kratom in the City causes harm to public health, safety, and welfare and that it is in the best interest of the City to permanently prohibit the sale and distribution of Kratom within the City limits.

**Section 2.** New Chapter. Chapter 7.55 is adopted as follows:

### Chapter 7.55

#### SALE AND DISTRIBUTION OF KRATOM PRODUCTS

Sections:

7.55.010 Purpose and Intent  
7.55.020 Definitions.  
7.55.030 Prohibition on Sale or Distribution of Kratom Products  
7.55.040 Violations – Penalties

**7.55.010 Purpose and Intent.**

The purpose and intent of chapter 7.55 SVMC is to protect the public health and safety of Spokane Valley residents by prohibiting access to kratom products to all individuals, to include any products containing 7-hydroxymitragynine, mitragynine, or any extract, synthetic alkaloid, or synthetically derived compound.

**7.55.020 Definitions.**

For the purposes of this chapter, the following words shall be defined as:

“Advertise” means any communication to one or more persons identifying that kratom products are being offered or sold by any person, cooperative, organization, or legal entity, including but not limited to physical displays of kratom products, signs located at a business; signs located in places other than at a business, including billboards; advertisements on vehicles; advertisements in paper media such as newspapers, magazines, flyers, cards, or business cards; or advertisements in electronic media such as internet websites, social media, electronic classified advertisements, cell phone applications, and television or radio advertisements.

“Distribute” means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.

“Kratom” or “Kratom Product” means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage that contains any part of the leaf of the plant *mitragyna speciosa*, including extracts containing natural or synthetic alkaloids mitragynine or 7-hydroxymitragynine or any synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or any other consumable form.

“Kratom retailer” means any person, cooperative, organization, or legal entity that sells kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the City of Spokane Valley.

“Sell or “sale” means to offer, carry, stock, furnish, exchange, transfer, deliver, or supply for monetary gain.

**7.55.030 Prohibition on Sale or Distribution of Kratom Products**

No person, cooperative, organization, or legal entity may sell, distribute, advertise for sale or distribution, or permit to be sold any Kratom Product in the City of Spokane Valley.

**7.55.040 Violation - Penalty**

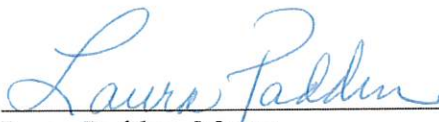
A. Any person, cooperative, organization, or legal entity who violates SVMC 7.55.030 shall be issued a class 1 civil infraction with a fine of \$250. Each separate sale, advertisement, or distribution of Kratom is considered an independent violation subject to the penalties listed herein. In the case of a single violation occurring over a period of multiple days, each 24-hour period the violation is committed, continued, or permitted shall be a separate and distinct violation subject to the penalties herein.

B. Any Kratom retailer found guilty of violating SVMC 7.55.030 may have its business license revoked or denied pursuant to SVMC 5.05.080.


**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect five days after publication of the Ordinance Summary.

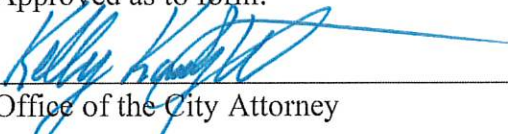
Passed this 3<sup>rd</sup> day of March 2026.

  
\_\_\_\_\_  
Laura Padden, Mayor

ATTEST:

  
\_\_\_\_\_  
Marci Patterson, City clerk

Approved as to form:

  
\_\_\_\_\_  
Office of the City Attorney

Date of Publication: March 11, 2026  
Effective Date: March 16, 2026



Board Approved  
Date 6-09-2026

**SUPERINTENDENT**  
DR. NIK BERGMAN

**ASSISTANT SUPERINTENDENT**  
DAVID GARZA JR.

**BOARD MEMBERS**  
DAYANA RUIZ | KACEY KIEHN  
SHANNON DURFEE | RITA KEENE  
CHAD LOWER

June 04, 2026

Washington State Recreation and Conservation Office (RCO)  
PO Box 40917  
Olympia, WA 98504-0917

**RE: Control and Tenure Letter**

Applicant / Sponsor: City of George  
Project: #26-1797 DEV – SPORTS FIELD RENOVATION

Dear Recreation and Conservation Office,

The following project is being applied for through the Local Parks grant. This project, #26-1797 DEV – SPORT FIELD RENOVATION, will occur on the Quincy School District’s Property. The Quincy School District permits the City of George to apply for this grant through the RCO Local Parks category.

Quincy School District and City of George agree to the following:

- Land use agreement is for 30 years.
- Quincy School District allows the City of George to undertake project planning, design, engineering, permitting, construction, and ongoing maintenance and stewardship activities.
- This agreement will not be revocable at will.
- Allow the right of continuous public access, outside of school hours.
- Allow RCO or designee the right of entry to inspect without notice.
- Incorporate RCO’s sign requirements.

Sincerely,

*Nik Bergman*      06/09/2026

Nikolas Bergman, Superintendent

Name, Title, Date

Name, Title, Date

Quincy School District

City of George



## Applicant Resolution/Authorization

Organization Name (sponsor) City of George

Resolution No. or Document Name 2026-343

Project(s) Number(s), and Name(s) 26-1797 DEV, SPORTS FIELD RENOVATION +

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Amy Grace (City Clerk)
Project contact (day-to-day administering of the grant and communicating with the RCO)	Alex Kovach (City Planner)
RCO Grant Agreement (Agreement)	Juan Villalpando (Mayor)
Agreement amendments	Juan Villalpando (Mayor)
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Tom Harris (School District)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title Mayor \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

Location: George Community Hall 403 W. Montmorency Blvd Date: June 16, 2026

Washington State Attorney General's Office

Approved as to form *Brian Toller* 2/13/2020  
Assistant Attorney General Date

**You may reproduce the above language in your own format; however, text may not change.**

# FINAL PROGRESS ESTIMATE 3

JUNE 11, 2026

CITY OF GEORGE  
GRANT COUNTY  
WASHINGTON

PROGRESS ESTIMATE PERIOD  
DECEMBER 23, 2025 TO JUNE 9, 2026

PROJECT:  
CITY OF GEORGE  
WEST MONTMORENCY BLVD MULTI-USE PATHWAY  
G&O JOB NUMBER #25815

CONTRACTOR:  
ODYSSEY CONTRACTING, LLC  
12302 NE 117TH AVENUE  
VANCOUVER, WA 98662

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization, Cleanup, and Demobilization	1	LS	\$14,000.00	0.00%	100.00%	\$0.00	\$14,000.00	100%
2	SPCC Plan	1	LS	\$500.00	0.00%	100.00%	\$0.00	\$500.00	100%
3	Project Temporary Traffic Control	1	LS	\$8,000.00	0.00%	100.00%	\$0.00	\$8,000.00	100%
4	Excavation, Embankment and Grading, Incl Haul	140	CY	\$55.00	0.00	140.00	\$0.00	\$7,700.00	100%
5	Crushed Surfacing Repair	270	SY	\$34.00	0.00	287.77	\$0.00	\$9,784.18	107%
6	HMA Pathway	440	SY	\$32.00	0.00	433.00	\$0.00	\$13,856.00	98%
7	HMA Pavement Repair	100	SY	\$58.00	0.00	89.98	\$0.00	\$5,218.84	90%
8	Adjust Meter Box	2	EA	\$1,000.00	0.00	1.00	\$0.00	\$1,000.00	50%
9	Adjust Water Vault	1	EA	\$750.00	0.00	0.00	\$0.00	\$0.00	0%
10	Erosion/Water Pollution Control	1	LS	\$2,500.00	0.00%	100.00%	\$0.00	\$2,500.00	100%
11	Irrigation System Repair	1	LS	\$3,500.00	0.00%	0.00%	\$0.00	\$0.00	0%
12	Wheel Stop	33	EA	\$295.00	0.00	33.00	\$0.00	\$9,735.00	100%
13	Cement Conc. Driveway Entrance	40	SY	\$328.00	0.00	31.88	\$0.00	\$10,456.64	80%
14	Cement Conc. Valley Gutter	40	LF	\$72.00	0.00	40.00	\$0.00	\$2,880.00	100%
15	Cement Conc. Sidewalk	50	SY	\$280.00	0.00	73.88	\$0.00	\$20,686.40	148%
16	Cement Conc. Curb Ramp	4	EA	\$2,500.00	0.00	4.00	\$0.00	\$10,000.00	100%
17	Sod Installation	130	SY	\$35.00	0.00	73.33	\$0.00	\$2,566.55	56%
18*	Paint Line	26,000	LF	\$0.92	26,665.00	26,665.00	\$24,531.80	\$24,531.80	103%
19	Plastic Crosswalk	180	SF	\$40.00	0.00	0.00	\$0.00	\$0.00	0%

**FINAL PROGRESS ESTIMATE 3**  
**JUNE 11, 2026**

CITY OF GEORGE  
 GRANT COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 DECEMBER 23, 2025 TO JUNE 9, 2026

PROJECT:  
 CITY OF GEORGE  
 WEST MONTMORENCY BLVD MULTI-USE PATHWAY  
 G&O JOB NUMBER #25815

CONTRACTOR:  
 ODYSSEY CONTRACTING, LLC  
 12302 NE 117TH AVENUE  
 VANCOUVER, WA 98662

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
20	Bollard, Type 1	2	EA	\$2,150.00	0.00	2.00	\$0.00	\$4,300.00	100%
Change Order 1									
21	Painted Stop Line	450	LF	\$111.20	377.40	377.40	\$4,226.88	\$4,226.88	84%
22	Painted Traffic Arrow	5	EA	\$315.00	5.00	5.00	\$1,575.00	\$1,575.00	100%
23	Painted Crosswalk Line	1,300	SF	\$9.50	727.40	727.40	\$6,910.30	\$6,910.30	56%
24	Traffic Control for Striping	1	LS	\$1,000.00	100.00%	100.00%	\$1,000.00	\$1,000.00	100%
*Quantity Revised Per Change Order 1									
<b>CHANGE ORDERS:</b>									
CO1	Item 1 - Delete Bid Item 19						\$0.00	\$0.00	
	Item 2 - Delete Bid Items 9, 11						\$0.00	\$0.00	

**FINAL PROGRESS ESTIMATE 3**  
**JUNE 11, 2026**

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 GRANT COUNTY  
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		PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE	
SUBTOTAL EARNED TO DATE	\$38,243.98	\$161,427.59	
SALES TAX (PER W.S. REVENUE RULE 171)	0.00%	\$0.00	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00	\$0.00
TOTAL	\$38,243.98	\$161,427.59	
LESS 5% RETAINED (BEFORE TAX)	\$1,912.20	\$8,071.38	
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		<b>\$153,356.21</b>	

LESS AMOUNTS PREVIOUSLY PAID  
 PROGRESS ESTIMATE 1 \$100,841.18  
 PROGRESS ESTIMATE 2 \$16,183.25

**TOTAL PAYMENT NOW DUE: \$36,331.78**      **\$36,331.78**

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$145,075.00  
 CONTRACT AMOUNT WITH CHANGE ORDER 1 \$166,230.00  
 CONTRACT PERCENTAGE TO DATE 97%



**Business Address:**  
102 E Richmond Avenue  
Quincy, WA 98848

**Mailing Address:**  
PO Box 5277  
George, WA 98824



*"Home of the World's Largest Cherry Pie"*

**Phone:**  
(509) 785-5081

**Fax:**  
(509) 785-4880

**Website:**  
[www.cityofgeorge.org](http://www.cityofgeorge.org)

## **LODGING TAX GRANT AND DISBURSEMENT POLICY**

Various municipalities within Grant County, including the City of George, impose a lodging tax assessed on the sale or charge made for furnishings of lodging according to RCW 67.28.180 and RCW 67.28.1816. In accordance with the tax and Washington State Law, the George City Council determines how excise taxes on lodging should be allocated to support tourism which in turn generates revenue. The purpose of this policy is to set forth how the funding should be allocated and when it may be disbursed.

### **Section 1. Purpose**

The purpose of this policy is to establish uniform procedures and accountability standards for the advance disbursement of lodging tax grant funds prior to a tourist event, project, or activity. This policy ensures compliance with RCW 67.28.1816, promotes responsible stewardship of public funds, and supports tourism-related economic development within the City.

### **Section 2. Authority**

- A. This policy is adopted pursuant to RCW 67.28.1816 (Authorized uses of lodging tax revenue) and GMC Chapter 3.30 (Excise Tax for Hotel & Motel)
- B. All grant awards must be approved by the City Council.

### **Section 3. Eligible Activities and Projects**

Lodging tax funds may only be awarded and advanced for activities authorized under RCW 67.28.1816, including:

- A. Tourism Marketing, including:
  - 1. Advertising (print, digital, broadcast)
  - 2. Promotional materials
  - 3. Website development and maintenance
  - 4. Visitor guides
  - 5. Tourism trade show participation
  - 6. Digital campaigns and analytics
- B. Marketing and Operations of Special Events and Festivals Designed to Attract Tourists including:

1. Event marketing and advertising
2. Event production and staging costs
3. Facility rental
4. Entertainment and talent fees
5. Security and public safety services
6. Equipment rental
7. Temporary staffing directly related to event delivery

Events must demonstrate intent to attract tourists, defined as persons traveling:

1. Away from their residence or business, and
2. Staying overnight in paid accommodations, or
3. Traveling 50 miles or more one way from their residence.

C. Supporting Operations and Capital Expenditures of Tourism-Related Facilities Owned or Operated by (i) a Municipality; or (ii) a Public Facilities District created under RCW 35.57 or 36.100.

1. Eligible costs may include:
  - Operations and maintenance
  - Utilities
  - Staffing
  - Capital improvements and repairs
  - Equipment purchases
  - Debt service (if legally allowable)

D. Supporting Operations of Tourism-Related Facilities Owned or Operated by Nonprofit Organizations described under 26 U.S.C. § 501(c)(3), or 26 U.S.C. § 501(c)(6)

1. Eligible costs: operational expenses only
2. No capital expenditures are permitted for nonprofit-owned or operated tourism-related facilities.

#### **Section 4. Disbursement**

Unless the grant awardee is eligible for advanced disbursement as set forth in Section 5 below, grant funds shall only be awarded after the event for which the funding was sought.

#### **Section 5. Advance Disbursement Eligibility**

A. Advance disbursement may be authorized when:

1. The applicant sufficiently demonstrates a financial need for advance funding because of actions or factors outside their control.

2. The applicant provides documentation of event readiness (i.e. number of tickets already sold for the event in question, number of vendors already committed to attending, etc.).
  3. The event has a history of happening annually.
  4. The applicant has signed a grant award agreement.
- B. Advance disbursement is not automatic and remains at the sole and exclusive discretion of the City Council pursuant to the procedures set forth herein.
- C. Applicants seeking advance payment must provide a written request demonstrating the criteria set forth in Section 5(A) above to the City Clerk, who will add such request to the Council packet for the next City Council meeting.
1. Any written request for advance payment must be submitted to the City Clerk no later than the Friday before the regular Council meeting before the scheduled event.
- D. The City Council may consider the applicant's written request during a regularly scheduled City Council meeting, and if the City Council determines that the advance payment serve the public interest (i.e. without the advance payment, the event would not happen), the City Council may direct staff to distribute no more than 50% of the funds awarded as advanced payment.

#### **Section 6. Grant Agreement Requirements**

- A. Each grant recipient must execute a written agreement including:
1. Scope of work
  2. Approved line-item budget
  3. Payment schedule
  4. Performance metrics
  5. Reporting deadlines
  6. Record retention requirements
  7. Audit provisions
  8. Repayment provisions
  9. Claw-back provisions if funds are misused or if event does not occur

#### **Section 7. Reporting Requirements**

- A. Within 45 days following completion of the event, recipients must provide:
1. Final financial report with supporting documentation
  2. Attendance totals
  3. Estimated number of overnight visitors

4. Estimated room nights generated
5. Marketing metrics (impressions, click-through rates, geographic reach)
6. Narrative summary of outcomes

B. Failure to comply with the reporting requirement may result in:

1. Withholding retained funds
2. Repayment demand
3. Ineligibility for future grants

George Community Hall, Inc.  
PO Box 5064  
George, WA 98824  
May 19, 2026

TO: City of George, WA  
RE: Funding for July 4

Dear George City Council:

A year ago, our board submitted a grant application for a capital improvement project to the Paul Lauzier Charitable Foundation to upgrade the outdoor stage in the City Park. We knew we would probably have to do it in phases, over the course of 2 years. The Community Hall paid out-of-pocket for a new stage cover (which had survived 5 years past its 15-year expected life span), because we were confident that the grant would come through. The Lauzier Foundation always announces its grant awards in mid-June, and our board decided that we would go ahead with the \$8,000+ project before the award was announced because it was important that the new cover be installed by July 4.

Lo and behold, our grant request was denied because the foundation discovered that it did not have sufficient funds to fulfill all 2025 grant requests. This was a bit of a shock to our board, as we have received grant awards from them off and on since 2003. However, we believed we would be OK financially because we receive the 2% Hotel-Motel tax funding for our July 4 event from the City of George, and we had some reserves at the time as well.

Fast-forward to this year, we knew that the second half of the project, the electrical supply to the stage, could not wait another year for a complete overhaul. Again, we applied to the foundation for a grant for \$14,730.90, which was the cost to entirely replace all electrical wiring (including underground trenching) and to have a new panel installed. Again, our board paid out of pocket. And again, we find ourselves waiting with bated breath to hear if our grant request will be awarded. We should hear from them sometime in the next 2-3 weeks.

It doesn't happen very often, but when the Hall finds itself in a financial squeeze like this, Elliot and I do a no-interest loan to get the Hall through the cash-flow challenge. Only this year, we had to step up for our granddaughter as well. She was born with a genetic abnormality that has left her with severe physical and developmental disabilities and is facing a spinal surgery to place rods down both sides of her spine. Children's Hospital and the Insurance company required that certain home adaptations had to be made before they would approve the surgery, to the tune of \$150,000, which, of course, we the grandparents had to come up with. Surgery date is July 2.

It's a perfect financial storm for us right now.

In the meantime, we have the 69th 4th of July Celebration directly ahead of us, and we understand that we can only be reimbursed from the City of George funding after the

fact, i.e., after we have paid everyone and have duly submitted a post-event report, and all receipts. We expect that the July 4 Celebration is going to cost around \$41,000.

We request consideration by the City for July 4, 2026 expenses already paid and received. These expenses are as follows:

**\$10,000** (50% deposit for a \$20,000 fireworks show) to Pyro Spectaculars North

**\$ 2,099.85** (J4/America 250 commemorative T-shirts) to Shirt Builders

**\$ 212.50** (Advertising) to Venue Magazine

**\$ 1,394.28** (for 12 40# buckets of prepared cherry pie filling) to URM Cash & Carry

**\$250.00** (Deposit for J4 performance) to Choppers Brass Band

The expenses above total **\$13,956.63**. Their corresponding receipts are attached to this letter. We understand there are regulations governing the reimbursement process for Hotel-Motel tax monies which may not allow for disbursement at this time, but we thought it would be prudent to ask.

Thanks so much for your consideration.  
For the George Community Hall Board,  
Debby & Elliot Kooy