

AGENDA

CITY OF GEORGE COUNCIL MEETING

September 16, 2025

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 8.19.2025
B. Clams
- 7 OLD BUSINESS

A. Well 3 Update – Jamin Ankney
- 8 NEW BUSINESS

A. Water System Plan Amendment Presentation – Jamin Ankney G&O
B. Water System Plan Amendment Public Comment
C. Resolution 2025-339, Adopting the 2025 Water System Plan Amendment –
Jamin Ankney G&O (Council consideration and approval)
D. Set a Public Hearing date for Well 4 CDBG closeout – Jamin Ankney
(Council consideration and approval)

- E. Progress Estimate No.1 – 2025 Seal Coat project – Michael Woodkey
(Council consideration and approval)
- F. Consultant supplement for Construction Engineering Services (G&O) – W.
Montmorency Blvd. Multiuse path – Michael Woodkey
(Council consideration and approval)
- G. GMA Periodic Update Grant-FY2026 Approval – Alex Kovach
- H. George Town Center Phase 2 – Preliminary Major Plat Submittal Planned
Development Planning Agency Recommendation – Alex Kovach
- I. Discussion and possible action on Fire District improvements deferral
agreement – David Durfee, Fire Chief
- J. Grant County Health District Agreement for 2026 – Amy Grace
(Council consideration and motion to approve)
- K. 2026 Budget – Schedule date of Public Hearing on the 2026 Preliminary Budget
and the proposed 2026 Ad Valorem Tax – Amy Grace
(Approve setting Public Hearing date for October 21, 2025)

9 COUNCIL COMMENTS AND QUESTIONS

10 MEETINGS

11 EXECUTIVE SESSION - Potential Litigation - RCW 42.30.110(1)(i).

12 ADJOURNMENTS

CITY OF GEORGE
STATE OF WASHINGTON
August 19, 2025

COUNCIL MEETING: Regular Meeting

PLACE: George Community Hall

PRESENT: Mayor Pro Tem Julia Schooler, Council Member Kate Schooler, Council Member Debby Kooy, Council Member Patty Neff,

STAFF IN ATTENDANCE: City Clerk Amy Grace, Deputy Clerk Ana Rodriguez, Public Works Superintendent Aaron Harwood, City Engineer Mike Meskimen and Jamin Ankney; City Planner Alex Kovach; City Attorney Chuck Zimmerman.

Guests in attendance: Curt Morris, Gerene Nelson, Patric Connelly, Drew Scott, Evan Mann.

CALL TO ORDER: Mayor Pro Tem Julia Schooler called the meeting to order at 7:00 p.m. followed by the flag salute.

ROLL CALL: Council Member Kate Schooler made a motion to excuse Mayor Villalpando and Council Member Maldonado. Council Member Patty Neff seconded. Motion passed 4-0.

ABSENT: Mayor Juan Villalpando, Council Member Melissa Maldonado

Mayor Pro Tem Julia Schooler opened the Public Hearing to receive comment on the proposed George Town Center Phase 2 Major Plat along the undeveloped portion of Republican Ave. at 7:02 p.m. Mayor Pro Tem Julia Schooler asked the public and Council if there was any questions or comments. Gerene Nelson stated that the lighting on E. Montmorency for phase 1 should be completed before phase 2 should begin. City Planner Alex Kovach confirmed that the service request to the PUD has been submitted to the PUD for the lighting. Curt Morris stated that he supports the phase 2 development. The developer expressed whether there was a "nexus" between the development and certain off-site improvements set forth in the draft conditions of approval pertaining to E. Montmorency Blvd. The City planner and Engineers will review this draft condition with the developer. There was no other public comment. Mayor Pro Tem Schooler closed the Public Hearing at 7:06 p.m.

City Attorney Chuck Zimmerman requested to add Executive Session 11.5 potential litigation – No action and City Clerk Amy Grace requested to add 9G - Accounts Payable dispute with Basin Septic to the consent Agenda.

Council Member Kate Schooler made a motion to approve the Agenda as amended. Council Member Patty Neff seconded. Motion passed 4-0.

Citizens wishing to speak under items 8 or 9 identified themselves as follows: None

Public comment: None

Council Member Kate Schooler made a motion to approve the Consent Agenda and approval of vouchers #19266 - 19269 in the amount of \$688.93; vouchers #19271-19309 in the amount of \$114,481.84 and electronic checks in the amount of \$34,844.86. Council Member Patty Neff

seconded. Motion passed 4-0.

City Engineer Jamin Ankney updated Council on the Well 3 test well project. He said they have found a driller that will drill the test well and are waiting to hear back from them.

City Planner Alex Kovach updated Council on the 2025 Comprehensive Plan Amendment and let them know that he was ready to send the Intent to Adopt to Department of Commerce for the 60-day comment period.

Council Member Patty Neff made a motion to direct City Planning Consultant Alex Kovach to submit the 2025 Comprehensive Plan Amendment to the Department of Commerce for a 60-day comment period. Council Member Kate Schooler seconded. Motion passed 4-0.

City Planner Alex Kovach presented to Council the 2027 Periodic Update Grant Application from the Department of Commerce. The Grant funding request will be for \$50,000 for FY-2026 and \$50,000 for FY-2027.

Council Member Kate Schooler made a motion to direct City Planning Consultant Alex Kovach to submit the 2027 Periodic Update Grant Application to the Department of Commerce. Council Member Patty Neff seconded. Motion passed 4-0.

City Planner Alex Kovach presented to Council an Amendment (G-001) to Contract for City Planning Services. He explained that this amendment will modify his current contract with the City to include additional services related to updating the City's Comprehensive Plan, more specifically

Climate Planning Element Required by GMA HB 1181

2027 Periodic Update to the City's Comprehensive Plan Required by the GMA

City Planner Alex Kovach is requesting an amendment to the Kovach Architect contract not to exceed the \$100,000 Grant funds.

Council Member Kate Schooler made a motion to accept the Amendment (G-001) to contract for City Planning Services, and authorize the Mayor to sign. Council Member Patty Neff seconded. Motion passed 4-0.

City Engineer Michael Woodkey presented to Council the Review of bids for the West Montmorency Blvd Multi-Use Pathway project. He mentioned that 9 bids were submitted. The Engineers estimate of the project is \$192,075 and the lowest bid of \$145,075 came in from Odyssey Contractors. Mr. Woodkey recommended the City award the contract contingent upon TIB approval and direct the Mayor to sign.

Council member Kate Schooler made a motion to award the Bid from Odyssey Contractors in the amount of \$145,075 and direct the Mayor to sign contingent upon TIB approval. Council Member Patty Neff seconded. Motion passed 4-0.

City Attorney Chuck Zimmerman presented Ordinance 2025-03. An Ordinance amending Ordinance 201807 and Chapter 5.10 of the GMC to increase the business license exemption threshold from \$2000 to \$4000 effective 01/01/2026.

Council Member Kate Schooler made a motion to approve Ordinance 2025-03. Council Member Patty Neff seconded. Motion passed 4-0

City Deputy Clerk Ana Rodriguez updated the Council on a dispute between the City and Basin Septic. Basin Septic contacted the City on 7/8/2025 proposing to sell us the (2) porta pottys we have at the

park due to increased graffiti and lack of care to them. They said they could still empty them for us in our lagoon, but will no longer care for them. Cost: \$1,100/ea. with shipping waived. Per Mayor Juan post discussion of the phone conversation, he said to have Basin Septic pick up the porta potty's and call other local providers to get quotes. When the City received the monthly invoice Basin Septic had added the cost of \$1,000 for each porta potty's and claimed that one was unrentable and that the other was missing. Public works department witnessed both units being picked up. Council discussion took place. City staff will pay Basin Septic only for the monthly services.

The Mayor Pro Tem announced an Executive Session to discuss potential litigation pursuant to RCW 42.30.110(1)(i) that would last 10 minutes. Council went into Executive Session at 7:52 p.m. The Council came back into the meeting at 8:02 p.m.

Council Member Kate Schooler made a motion to adjourn the meeting. Council Member Debby Kooy seconded. Motion passed 4-0.

Meeting adjourned at 8:02 p.m.

Approved by the City Council at
an Open Public Meeting the
16th of September, 2025.

Juan Villalpando, Mayor

ATTEST:

Amy Grace, City Clerk-Treasurer



September 12, 2025

DRAFT

The Honorable Mayor Juan Villalpando
City of George
P.O. Box 5277
George, Washington 98824

SUBJECT: PROGRESS ESTIMATE 1, 2025 PAVEMENT PRESERVATION
CITY OF GEORGE, GRANT COUNTY, WASHINGTON
G&O #25809.00

Dear Mayor Villalpando:

We have enclosed Progress Estimate 1 for this project. Please retain a copy for the City files and also provide a copy to the Contractor with the payment. The amount due the Contractor and the amount to be deposited in the retainage account are as follows:

<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>
\$423,611.07	\$22,295.32

Please call me if you have any questions or concerns regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.

Michael Woodkey, P.E.

MW/js
Encl.
By email

PROGRESS ESTIMATE 1
SEPTEMBER 12, 2025

DRAFT

CITY OF GEORGE
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 19, 2025 TO SEPTEMBER 12, 2025

PROJECT:
CITY OF GEORGE
2025 PAVEMENT PRESERVATION
G&O JOB NUMBER #25809

CONTRACTOR:
TOMMER CONSTRUCTION COMPANY, INC.
P.O BOX 1150
EPHRATA, WA 98823

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD		AMOUNT TO DATE
1	Mobilization, Cleanup, and Demobilization	1	LS	\$30,076.20	90.00%	90.00%	\$27,068.58	\$27,068.58	90%
2	SPCC Plan	1	LS	\$500.00	100.00%	100.00%	\$500.00	\$500.00	100%
3	Project Temporary Traffic Control	1	LS	\$52,137.36	80.00%	80.00%	\$41,709.89	\$41,709.89	80%
4	Pulverize Existing Asphalt	12,340	SY	\$2.01	16,464.00	16,464.00	\$33,092.64	\$33,092.64	133%
5	Excavation, Embankment and Grading, Incl. Haul	350	CY	\$27.19	350.00	350.00	\$9,516.50	\$9,516.50	100%
6	Crushed Surfacing Top Course for Prelevel	2,670	TN	\$27.81	2,859.81	2,859.81	\$79,531.32	\$79,531.32	107%
7	Crushed Surfacing Repair	900	TN	\$0.01	0.00	0.00	\$0.00	\$0.00	0%
8	Aggregate for Seal Coat	62,280	SY	\$1.65	62,280.00	62,280.00	\$102,762.00	\$102,762.00	100%
9	Emulsified Asphalt for Seal Coat	150	TN	\$828.62	131.31	131.31	\$108,806.09	\$108,806.09	88%
10	Asphalt for Fog Seal	20	TN	\$1,532.51	15.27	15.27	\$23,401.43	\$23,401.43	76%
11	Adjust Manhole	14	EA	\$1,248.46	9.00	9.00	\$11,236.14	\$11,236.14	64%
12	Adjust Valve Box	6	EA	\$920.20	9.00	9.00	\$8,281.80	\$8,281.80	150%

PROGRESS ESTIMATE 1
SEPTEMBER 12, 2025



CITY OF GEORGE
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 19, 2025 TO SEPTEMBER 12, 2025

PROJECT:
CITY OF GEORGE
2025 PAVEMENT PRESERVATION
G&O JOB NUMBER #25809

CONTRACTOR:
TOMMER CONSTRUCTION COMPANY, INC.
P.O BOX 1150
EPHRATA, WA 98823

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$445,906.39	\$445,906.39
SALES TAX (0% PER W.S. REVENUE RULE 171)	0.00%	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$445,906.39	\$445,906.39
LESS 5% RETAINED (BEFORE TAX)	\$22,295.32	\$22,295.32
TOTAL EARNED TO DATE LESS RETAINAGE		\$423,611.07
<u>LESS AMOUNTS PREVIOUSLY PAID</u>		

TOTAL PAYMENT NOW DUE: \$423,611.07

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$472,000.00
CONTRACT PERCENTAGE TO DATE 94%

PROGRESS ESTIMATE 1
SEPTEMBER 12, 2025



CITY OF GEORGE
GRANT COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
AUGUST 19, 2025 TO SEPTEMBER 12, 2025

PROJECT:
CITY OF GEORGE
2025 PAVEMENT PRESERVATION
G&O JOB NUMBER #25809

CONTRACTOR:
TOMMER CONSTRUCTION COMPANY, INC.
P.O BOX 1150
EPHRATA, WA 98823

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

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

TOMMER CONSTRUCTION COMPANY, INC.

MICHAEL WOODKEY, P.E.

CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	AUGUST 19, 2025 TO SEPTEMBER 12, 2025	\$445,906.39	0.00%	\$0.00	\$0.00	\$22,295.32	\$423,611.07
TOTAL:		\$445,906.39		\$0.00	\$0.00	\$22,295.32	\$423,611.07



Transportation Improvement Board
Consultant Supplemental Agreement

Agency **City of George**

Project Number **P-E-858(P02)-1**

Project Name **West Montmorency Boulevard Multi-Use Pathway**

Consulting Firm **Gray & Osborne, Inc.**

Supplement Phase **Supplement 1 for Construction Phase**

The City of George desires to supplement the agreement entered into with Gray & Osborne, Inc. and executed on February 18, 2025.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include

1. Provide project management to include management of engineering resources, risk management assessment, monitoring of Contractor's compliance with schedule, and assist City with TIB coordination during construction phase of project.
2. Assist in contract execution (Contractor and City), preconstruction conference (prepare agenda and meeting minutes), and issue formal Notice to Proceed.
3. Provide support from office to include material submittal review, correspondence, review and processing of monthly pay estimates, teleconferences and other items to support Contractor inquiries and field activities.
4. Provide on-site inspection services to witness and document the Contractors compliance with contract requirements to include methods, equipment and materials. This scope assumes: part-time inspection, up to a maximum of 80 hours total, over a duration of 35 working days.
5. Assist the City in negotiation of change orders as may be applicable.
6. Provide Contractor with timely interpretation of contract document language as may be requested. Answer Contractor-sponsored requests for information (RFIs).
7. Assist the City in preparing project closeout paperwork in compliance with state law and TIB requirements.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2026

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibits A-1 and B-1

MAXIMUM AMOUNT PAYABLE \$50,310.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature <i>Michael B. John</i>	Date 9/11/25



Transportation Improvement Board
Consultant Supplemental Agreement

EXHIBIT A-1			
	Original Agreement (Design Engineering)	Supplement 1 (Construction Engineering)	Total
Direct Salary Cost	\$8,322	\$5,756	\$14,078
Overhead (including Salary Additives)	\$15,809	\$10,706	\$26,515
Fixed Fee	\$3,380	\$2,418	\$5,798
Reimbursables	\$1,039	\$2,880	\$3,919
Subconsultant Cost	\$0	\$0	\$0
Total	\$28,550	\$21,760	\$50,310



Transportation Improvement Board
Consultant Supplemental Agreement

EXHIBIT B-1 (CONSULTANT FEE DETERMINATION SHEET - COST PLUS FIXED FEE)

Prepared by Michael Woodkey, P.E., Gray & Osborne, Inc.					Date August 20, 2025	
West Montmorency Boulevard Multi-Use Pathway						
Direct Salary Cost (DSC)						
Classification	Man Hours		Rate		Cost	
Principal-In-Charge	2	x	\$52 to \$82	=	\$136	
Project Manager	10	x	\$45 to \$80	=	\$540	
Civil Engineer	24	x	\$42 to \$58	=	\$1,080	
Field Inspector	80	x	\$36 to \$61	=	\$4,000	
TOTAL DSC					\$5,756	
OVERHEAD (OH Cost including Salary Additives)						
OH Rate x DSC or 186.0% x \$5,756					\$10,706	
FIXED FEE (FF)						
FF Rate x DSC or 42% x \$5,756					\$2,418	
REIMBURSABLES						
Misc. Expenses, Including mileage, per diem, reproductions, etc.					\$2,880	
GRAND TOTAL					\$21,760	



Interagency Agreement with

City of George

through

Growth Management Services

**Contract Number:
26-63114-021**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63114-021

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of George PO Box 5277 George, WA 98824		2. Contractor Financial Representative Amy Grace City Clerk cityclerk@cityofgeorge.org	
3. Contractor Representative Alex Kovach City Planner alex@kovacharchitects.com		4. COMMERCE Representative Chaz Bates Senior Planner chaz.bates@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>	
5. Contract Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2026			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007408-00	
12. UBI # N/A		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of George with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Draft – do not sign			
Juan Villalpando, Mayor City of George <hr/> Date		Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-021. If

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

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

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

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

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

Invoices and End of Fiscal Year

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

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

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

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

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

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description	End Date
Task 1	Develop periodic update work plan	
Deliverable 1	D1: Periodic update work plan	June 12, 2026
Task 2	Develop a public participation plan	
Deliverable 2	D2: Public participation plan	June 12, 2026
Task 3	Complete critical areas analysis	
Deliverable 3	D3: Critical Areas Checklist	June 12, 2026
Task 4	Complete comprehensive plan analysis and development regulations	
Deliverable 4	D4: Periodic Update Checklist for Fully-Planning	June 12, 2026
Task 5	Population allocation and Housing allocation	
Deliverable 5	D5: Population allocation and Housing allocation, to include HAP spreadsheet	June 12, 2026
Task 6	Land Use Study	
Deliverable 6	D6: Land Capacity Analysis	June 12, 2026

Attachment B: Budget

Deliverable	SFY26 Amount
D1: Periodic update work plan	\$7,500
D2: Public participation plan	\$7,500
D3: Critical Areas Checklist	\$7,500
D4: Periodic Update Checklist for Fully-Planning	\$10,000
D5: Population allocation and Housing allocation	\$7,500
D6: Land Capacity Analysis	\$10,000
Contract Total (State Fiscal Year 2026 only)	\$50,000

City of George
102 E. Richmond Ave
P.O. Box 5277
George, WA 98824



George Town Center Phase 2 – Preliminary Major Plat Submittal Planned Development Planning Agency Recommendation

TO: City of George & All Interested Parties
FROM: George Planning Agency Alex Kovach, Contract Planner
DATE: July 15th, 2025 (Revised Sept 12, 2025)
SUBJECT: George Town Center Phase 2 Major Subdivision application

I. BACKGROUND INFORMATION

Proposal:

A Preliminary major plat application for a subdivision consisting of 55 lots for single family homes, and one lot for multi-family development. Additionally, one lot "Tract A" will be an unplatted remainder. The site consists of two parcels [A) 314640000 and B) 314639000] totaling approx. 15 Acres.

Location:

Located on parcels 31-4640-000 and 31-4639-000 in the City's R-3 and R-1 Residential Zones. There is currently no assigned address and the parcel is vacant, but the parcels lay on both sides of the undeveloped Republican Ave.

Parcel Information:

Assessor's Parcel Number: 31-4640-000 and 31-4639-000

Applicant and Ownership Information:

CNW Engineering and Surveying
Primary Contact: Seth Bishop- sbishop@cnweng.com

249 N Elder St.
Moses Lake, WA 98837
Phone: (509)-766-1226

CAD Homes LLC
Drew Scott

PO Box 2330
Moses Lake, WA 98837
Phone: (509) 989-1823

II. POLICY AND REGULATORY REQUIREMENTS

- A. The Comprehensive Plan designates these parcels as Residential (R-1 and R-3)**
- B. The Property's zoning designation is Residential (R-1 and R-3)**
- C. Major Subdivision (GMC CH 18.17)**

III. APPLICATION REVIEW

A complete application was submitted to the City of George and received by Kovach Architects for review. Pursuant to George's Municipal Code, notice was sent to other departments, agencies, and offices having interest regarding the application.

A. Procedural Review

The application as submitted was identified as a Preliminary Major Subdivision application consistent with the George Municipal Code and was processed in a manner consistent with the requirements for such.

A Public Hearing was conducted by the George Planning Agency on Monday, June 2, 2025. The public record was closed upon completion of the hearing.

A Public Hearing was conducted before the City Council on Tuesday, August 19, 2025. The public record was closed upon completion of the hearing.

B. Written Testimony

Comments were solicited and the final date to submit comments regarding the project was June 2, 2025. One written comment was collected from the public.

C. Department Review

Written comments were received from the Planning Agency, Dept. of Ecology, Dept. of Fish and Wildlife, Department of Archeology and Historic Preservation.

D. State Environmental Policy Act

A SEPA checklist was submitted with the application and an optional determination of non-significance (ODNS) was issued for the application.

A SEPA checklist was an amendment under SEPA register #202102011 for significant changes from the original proposed project.

E. Public Hearing Comments

The public hearing conducted on June 2, 2025 was attended by 6 members of the public.

Sharon and Dewey Ray- 114 E. Montmorency - Verbal Comment- Concern that property fences with gates that take access from the property being platted will not provide alleys and block that access. Also commented that water pressure and quality concerns already exist in the City.

Megan Aldrich- 206 E. Montmorency -Verbal Comment- Concern that the city does not have enough water capacity for the growth from the development. Also commented that there are no alleys provided to serve existing housing and concern for fire access and protection of the properties.

Jordyn Etue, E Montmorency Blvd -Written Comment- Concern of rise in crime with more people, impact on water pressure and quality, and impacts to the school district.

The public hearing conducted on August 19, 2025 was attended by City Council and 6 members of the public.

Gerene Nelson- Verbal Comment- Developer to provide dust control throughout construction and needs to complete Lighting from Phase 1 development before approval of Phase 2.

Evan Mann- Developer Engineer- Verbal Comment- Developer is concerned about requirements for full frontage improvements on both sides of E. Montmorency and would like further clarification of that requirement provided in the recommendation.

F. Recommendation and Conditions

It is recommended that the application as submitted for the George Town Center Phase 2 Preliminary Major Subdivision along with staff reports collected by the Planning Agency be granted **APPROVAL** subject to meeting the following conditions of approval:

Conditions of Approval:

1. The applicant shall meet all requirements of George Municipal Code in respect to requirements for Final Major Plat approval by the City (GMC 18.17.130-160). This includes but is not limited to the payment of all fees to the City of George for project review and certification by the County Treasurer that all taxes are paid if applicable.
2. All improvements required under George code shall be completed or bonded prior to final plat approval. A final engineered design plan shall be submitted to the City for approval prior to construction on site per GMC 18.17.120. Applicable standards shall be those that are adopted and in place at the time of building permit application for

infrastructure development of the site. See GMC Ch 18.29 and City Developer Standards.

3. **Frontage Improvements:** Pursuant to GMC 18.17.030(A)(1), the City will require full width frontage improvements along the entirety of dedicated streets within the proposed project, including Republican and Capulin Ave, in conformance with Community Street and Utility Standards and City Design Standards in effect at the time of plat approval. Additionally, per the G&O review letter dated Oct 13, 2021, attached and incorporated herein as Exhibit F, East Montmorency fronting the George Town Center Phase 1, from N. Washington Way to Deacon Ave. will require completing the full 40' street width paving and stormwater control with curb and gutter on the unfinished side of the right of way per City Design Standards in effect at the time of plat approval.
4. Any development on the subject parcel shall be coordinated with all utility providers serving the site and general area. Utility easements that may be required for development of the subject parcels or adjacent parcels shall be granted in place prior to development of the subject parcel.
5. Provide a Cultural Resource Survey and wildlife survey as requested by the DHAP and WDFW comment letters.
6. **Pocket Parks:** Per the City of George Comprehensive Parks Plan (under quantity and distribution criteria) and the City Comprehensive Plan policy 4.2 of the Parks and Recreation element, dedicated pocket park areas shall be provided to maintain the City's current level of Service. Land dedicated for park use will be maintained and operated by the City.
7. **Capacity Issues:** The City is currently going through sewer and water capacity growth planning, as it is reaching its limit on available connections (90 Sewer ERU's & 198 Water Connections left). The permitting of buildings will be on a first come-first served basis. If capacity is reached prior to City completion of utility expansion plans and development, a moratorium on building permits may be imposed.
8. In the event it is determined that irrigation water or irrigation easements may be altered or effected by this application the issue altering or effecting irrigation must be addressed to the satisfaction of the irrigation district or irrigation entity.
9. All requirements by the local jurisdiction providing fire service shall be met in regard to implementation of the International Fire Code as adopted by the City of George. This shall include, but not limited to Fire Flow, hydrant locations, installation of Storz adapters on hydrants, and turning radius for vehicles and equipment.
10. A Stormwater report and final stormwater plan with SWPPP and SPCC, shall be submitted for review and approval.
11. All structures shall be subject to Building Permit review and approval prior to construction. All fire systems shall be in place (Hydrants, paved streets, access) prior to any combustible construction on site.
12. **During construction, the applicant shall take all necessary measures to prevent dust from leaving the site.**
13. Unless modified by these conditions, all proposals of the applicant shall be considered conditions of approval.
14. The applicant has 5 years from the date of preliminary plat approval to secure all permits necessary for the development. Failure to begin construction within 5 years of approval, without extensions from the City Council, will result in expiration of this approval. (RCW 58.17.140.3.a)

IV. FINDINGS OF FACT & CONCLUSIONS OF LAW

This matter having come before the City of George, the following Findings of Facts, Conclusions of Law, and Decision are adopted related to the above referenced matter:

A. Findings of Fact

1. CNW Engineering and Surveying has submitted an application for a Preliminary Major Subdivision in the City of George and the application was received by Kovach Architects for review on behalf of the City of George for review.
2. The Comprehensive Plan designation for the subject parcel is Residential, and the subject parcel is zoned Residential.
3. Kovach Architects is under contract by the City of George to conduct review of land use applications and is authorized to act on behalf of the City of George for such applications.
4. Notice was sent to appropriate agencies, departments, and offices consistent with George Municipal Code.
5. A public hearing was conducted by the George Planning Agency on June 2, 2025.
6. A public hearing was conducted before the City Council on August 19, 2025
7. Written comments have been received regarding this application from the Planning Agency, Dept. of Ecology, Dept. of Fish and Wildlife, and Dept. of Archeological and Historic Preservation.
8. The record contains the following exhibits and are available online at https://drive.google.com/drive/folders/1iubO50e7VHMj2mH1kPdMWu9pO344aJY?usp=share_link :
 - a) Exhibit A- Application
 - (1) A.0 (Pre-Application Letter)
 - (2) A.1 (George Town Center Phase 2 Land Use Application)
 - (3) A.2(Preliminary Subdivision Site Plan)
 - (4) A.3 (Preliminary Survey)
 - (5) A.4 (Water Demand Summary)
 - b) Exhibit B - SEPA Review
 - (1) B.1 (SEPA Checklist)

(2) B.2 (ODNS Letter)

(3) B.3 (SEPA Notice)

c) Exhibit C- Department Comments

(1) C.0 (Agency Notice Letter)

(2) C.1 (Dept. of Archeology and Historic Preservation)

(3) C.2 (Spokane Tribes)

(4) C.3 (Dept. of Ecology)

(5) C.4 (Dept. of Fish and Wildlife)

(6) C.5 (Engineering)

(7) C.6 (Planning)

d) Exhibit D- Public Comment

(1) D.1 (Notice of Public Hearing)

(2) D.2 (Public Hearing Recording)

(3) D.3 (Written Testimony)

e) Exhibit E- Planning Recommendation

f) Exhibit F- G&O Review Letter

9. The recommendation for preliminary approval by the Planning Agency contains conditions that are appropriate to this application and consistent with the requirements of George Municipal Code.

B. Conclusions of Law

1. The George Town Center Phase 2 development is essential or desirable to the public and not detrimental or injurious to the public health, peace, or safety or to the character of the surrounding neighborhood.
2. The Preliminary Major Subdivision is consistent with the George Comprehensive Plan.
3. The Preliminary Major Subdivision, as conditioned, is Consistent with the George Zoning Map and Code.

George Town Center Phase 2: Preliminary Major Subdivision
Planning Agency Recommendation

4. The Preliminary Major Subdivision application was reviewed in a manner consistent with the requirements of the George Municipal Code.
5. The Preliminary Major Subdivision, as conditioned, will meet all requirements of the George Municipal Code.
6. The Preliminary Major Subdivision makes adequate provisions for public health, safety and welfare.

This approval is a recommendation of the George Planning Agency. Approval of the application is subject to final review and approval by the George City Council.

Respectfully submitted,



Alex Kovach

City Planner & Building Official

PUBLIC IMPROVEMENT DEFERRAL AGREEMENT

This Agreement for Deferral of Public Improvements ("agreement") is entered into between the City of George, "City" and Grant County Fire Protection District No. 3, referred as "District". The City and the District are sometimes referred to herein individually as a "party" and collectively as the "parties".

RECITALS

1. The District currently owns and operates a fire station located at 101 Richmond Ave, George WA 98848 ("Station").
2. The District is planning certain improvements to its Station including the paving of the parking lot and the connection of the Station to Richmond Avenue ("Project").
3. The Project will serve public safety and provide a direct benefit to the citizens and taxpayers of the City.
4. The Station is located within the City limits of the City and is subject to the City of George Construction Specifications and permitting requirements.
5. The City Construction Specifications dated September 2019 ("Construction Specifications") require certain street improvements be constructed in conjunction with the Project.
6. The District requested the City Council make a determination of waiver of certain City street improvements and deferral of certain City requirements to be completed within five (5) years of execution of a deferral agreement between the parties.
7. The City Engineer reviewed the plans for the Project and determined that it does pose an impact to the existing City street infrastructure, but determined that it would be appropriate for the City Council to authorize deferred construction of necessary improvements for five (5) years and waive other requirements.
8. On XX, 2025, the City Council considered the Construction Specifications and, by a vote of XXXX, decided that following certain City Construction Specifications regarding roadway improvements would create a hardship for the District pursuant to GMC Section 18.40.010(B) and that waiver and deferral of requirements as established herein is warranted.
9. The City Council finds that entering into this Agreement to (1) waive certain required improvements and (2) defer certain required improvements is in the best interest of the health, safety, and welfare of the citizens of the City.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein as binding commitments of the

Parties as if set forth in full.

2. **Improvements constructed.** As part of the Project, the District shall connect its asphalt driveway and asphalt parking area to the northerly roadway edge of E. Richmond Ave. Additionally the District shall paint a fog line to delineate the edge of the roadway.

3. **Deferral and Waiver of Public Improvements:**

- 3.1. The City agrees to issue the District's building permits for the Project without requiring the following public improvements subject to the terms and conditions in Section 4:

- (a). Curb and gutter, roadway storm drainage improvements, sidewalks along the roadway frontage and street illumination per the City's 2019 Construction Specifications. At such time as the Deferral Period terminates, the District's obligations shall be limited to the specific improvements deferred.

4. **Deferral Conditions:**

- 4.1. The public improvements shall be deferred for fifteen (15) years from the date of the issued Building Permit ("Deferral Period"). Provided, however, if the City makes improvements to Richmond Avenue within the Deferral Period shall terminate at that time. The Parties may extend the deferral period upon mutual agreement.

- 4.2. The District acknowledges and agrees to be responsible for managing and disposing of all surface water on the site in a manner that protects surrounding properties during the Deferral Period.

- 4.3. The District is a taxpayer funded municipal corporation and the City, pursuant to GMC 18.40.010B waives any security requirements for the deferral period.

- 4.4. If the City believes either of the above conditions have been violated, the City shall give the District written notice and a 60 day period in which the District shall have the opportunity to cure the violation to the satisfaction of the City, which shall not be unreasonably withheld. If the District fails to cure the defect upon the written notice, the City may terminate the deferral period and require the District to construct the necessary improvements.

5. **Effective Date and Termination of Agreement.** This agreement shall be effective on execution and shall continue until either of the conditions in Section 3 no longer exist or until the District fails to cure a violation as noted by the City under Section 3.3.

6. **Miscellaneous:**

- 6.1. **Notice.** All communications regarding this Agreement shall be sent to the parties at their customary and normal business addresses. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent

to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 6.2. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 6.3. Modification.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 6.4. Benefits.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.
- 6.5. Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the substantially prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

Grant County Fire Protection
District No. 3:

City of George

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____



OGDEN MURPHY WALLACE, P.L.L.C.
701 Fifth Avenue, Suite 5600
Seattle, WA 98104-7045

T (206) 447-7000
F (206) 447-0216

OMWLAW.COM

One Fifth Street, Suite 200
Wenatchee, WA 98801

T: (509) 862-1954
F: (509) 863-1553

MEMORANDUM

DATE: September 16, 2025

TO: George City Council

FROM: Emily Romanenko and Chuck Zimmerman, Office of the City Attorney

RE: Legal Analysis Regarding Fire District's Requested Deferral of Required Frontage Improvements

I. Introduction

The City Attorney's Office has been asked to advise the City Council on the legal risks associated with the Fire District's ("District") request for a permanent deferral of required street frontage improvements.

The short answer is that there is no legal authority that supports granting a permanent deferral of required street improvements. Approving the District's request would constitute preferential treatment without justification and risk setting a precedent that undermines the City's ability to enforce frontage improvement requirements in future developments.

The District has requested a permanent deferral of the street frontage improvement requirements associated with its development project. The District has cited no statutory, or regulatory exception to support this request.

II. Discussion

Street frontage improvements are typically mandated under municipal development codes to ensure public safety, infrastructure continuity, and equitable development standards. These requirements are imposed uniformly and serve important planning and safety functions. Frontage improvements have been codified in the George Municipal Code at 14.10.090 and the City of George's Construction Specifications.

In this case, there is no provision in law or policy authorizing a permanent deferral of such improvements. While cities may sometimes allow temporary or conditional deferrals under specific, justified circumstances, a permanent exemption, especially without legal justification, raises significant legal and policy concerns:

1. **Precedent Risk:** Granting a permanent deferral sets a precedent that allows other developers to argue for similar treatment, weakening the City's enforcement of infrastructure requirements.

2. **Unequal Treatment:** Providing a permanent deferral to the District without legal support may be seen as arbitrary or preferential, exposing the City to legal and political challenges.
3. **Policy Erosion:** Approving this request could undermine the City's planning objectives, reduce long-term infrastructure quality, and compromise public safety and accessibility standards.

III. Conclusion and Recommendation

The City Attorney's Office does not recommend granting the District's request for a permanent deferral of required street frontage improvements. There is no legal basis for doing so, and such an action could have lasting negative consequences on future enforcement and infrastructure planning. The City should apply its requirements consistently to all entities, including public agencies, unless a valid legal exemption exists.

PUBLIC IMPROVEMENT DEFERRAL AGREEMENT

This Agreement for Deferral of Public Improvements ("agreement") is entered into between the City of George, "City" and Grant County Fire Protection District No. 3, referred as "District". The City and the District are sometimes referred to herein individually as a "party" and collectively as the "parties".

RECITALS

1. The District currently owns and operates a fire station located at 101 Richmond Ave, George WA 98848 ("Station").
2. The District is planning certain improvements to its Station including the paving of the parking lot and the connection of the Station to Richmond Avenue ("Project").
3. The Station is located within the City limits of the City and is subject to the City of George Construction Specifications and permitting requirements.
4. The City Construction Specifications dated September 2019 ("Construction Specifications") require certain street improvements be constructed in conjunction with the Project.
5. The District requested the City Council make a determination on waiver of certain City street improvements and deferral of certain City requirements to be completed within five (5) years of execution of a deferral agreement between the parties.
6. The City Engineer reviewed the plans for the Project and determined that it does poses an impact to the existing City street infrastructure, but determined that it would be appropriate for the City Council to authorized deferred construction of necessary improvements for five (5) years and waive other requirements.
7. On XX, 2025, the City Council considered the Construction Specifications and, by a vote of XXXX, decided that following certain City Construction Specifications regarding roadway improvements would create a hardship for the District pursuant to GMC Section 18.40.010(B) and that waiver and deferral of requirements as established herein is warranted.
8. The City Council finds that entering into this Agreement to (1) waive certain required improvements and (2) defer certain required improvements is in the best interest of the health, safety, and welfare of the citizens of the City.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein as binding commitments of the Parties as if set forth in full.
2. **Improvements constructed.** As part of the Project, the District shall connect their asphalt

drive way and asphalt parking area to the northerly roadway edge of E. Richmond Ave. Additionally the District shall paint a fog line to delineate the edge of the roadway.

3. Deferral and Waiver of Public Improvements:

3.1. The City agrees to issue the District's building permits for the Project without requiring the following public improvements subject to the terms and conditions in Section 3:

(a) Curb and gutter, roadway storm drainage improvements, and street illumination per the City's 2019 Construction Specifications.

4. The City agrees to waive the following required improvements: concrete sidewalk along the roadway frontage. **Deferral Conditions:**

4.1. The public improvements shall be deferred for five (5) years from the date of the issued Building Permit ("Deferral Period").

4.2. The District acknowledge and agrees to be responsible for managing and disposing of all surface water on the site in a manner that protects surrounding properties during the Deferral P.

4.3. The District shall provide a security bond in the amount of 10% of the anticipated value of constructing the improvements. The form of the Surety Bond shall be subject to review and approval of the City Engineer and the City Attorney. This Surety Bond shall be provided to the City within thirty (30) days following the City Mayor's signing of this Agreement.

4.4. If the City believes either of the above conditions have been violated, the City shall give the District written notice and a 60 day period in which the District shall have the opportunity to cure the violation to the satisfaction of the City, which shall not be unreasonably withheld. If the District fails to cure the defect upon the written notice, the City may call on the bond required in Section 4.3 above to construct the necessary improvements.

5. Effective Date and Termination of Agreement. This agreement shall be effective on execution and shall continue until either of the conditions in Section 3 no longer exist or until the District fails to cure a violation as noted by the City under Section 3.3.

6. Miscellaneous:

6.1. Notice. All communications regarding this Agreement shall be sent to the parties at their customary and normal business addresses. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

- 6.2. Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
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Grant County Fire Protection
District No. 3:

City of George

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____



GRANT COUNTY HEALTH DISTRICT

1038 West Ivy, Suite 1
Moses Lake, WA 98837

09/10/2025

Dear Mayor Villalpando and City Clerk Grace,
City of George

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 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, which sets a clear and intentional direction for the years ahead. The community's plan will focus on transportation to 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. 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 George community, please contact me at tadkinson@granthealth.org or at (509) 766-7960 ext. 24.

Sincerely,

Theresa Adkinson, Administrator

Phone: 509-766-7960 • FAX: 509-766-6519 • granthealth.org



Public Health
Prevent Promote Protect

**INTERLOCAL AGREEMENT
BETWEEN GRANT COUNTY HEALTH DISTRICT
AND
THE CITY OF GEORGE
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 GEORGE, 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 2025, 11 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 2025 Grant County Board of County Commissioners contributed \$171,910 and Grant County cities and towns voluntarily contributed \$149,010 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, 2026, to December 31, 2026. 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, 2026. 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:

George
PO Box 5277
George, WA 98824

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, 2026

City of George

Grant County Health District

Juan Villalpando, 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