

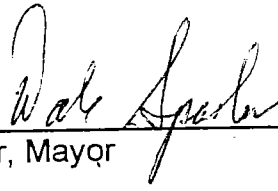
RESOLUTION NO. 05-2002

A RESOLUTION APPROVING THE AGREEMENT BETWEEN
OKANOGAN COUNTY AND THE CITY OF OMAK
FOR OKANOGAN COUNTY INFRASTRUCTURE FUNDS

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the agreement attached hereto between the City of Omak, a municipal corporation and OKANOGAN COUNTY, a municipal corporation, be and the same is hereby approved and the mayor be, and is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the City Clerk/Treasurer is authorized and directed to attest his signature.

INTRODUCED and passed this 4TH day of February 2002.

APPROVED:



Dale Sparber, Mayor

ATTEST:



Trish Butler, City Clerk/Treasurer

APPROVED AS TO FORM:



Michael D. Howe, City Attorney

RECEIVED

FEB 21 2002

OKANOGAN COUNTY INFRASTRUCTURE FUND

APPROVED PROJECT CONTRACT CITY OF OMAK

PART 1: PREAMBLE

This contract agreement is made and entered into by and between Okanogan County (the County), a political subdivision of the State of Washington and the City of Omak (the Grantee), WITNESS THAT:

The County received funds pursuant to the Revised Code of Washington (RCW) Title 82 . Excise Tax Chapter 82.14 Local Sales and Resale Use Taxes. That provision describes the state's objectives for use and distribution of Sales and Use tax for public facilities in rural counties. In addition, the County by Resolution 76-2000 determined that the revenue from the Infrastructure Fund number 117 shall be allocated by the Board of County Commissioners in accordance with the review criteria set forth the Guidelines for Prioritization of Projects for the Okanogan County Infrastructure Fund. Projects shall be reviewed and recommended for funding by the Partnership 2005 Board of Directors. The disbursement of funds distributed through the program to local governments by the County, are also subject to the specific legislation, regulations, and policies regarding contracts and acceptable accounting procedures.

PART 2: PURPOSE OF THE CONTRACT

The County and the Grantee have entered into this contract to undertake a local project that furthers the state's goals and objectives for the use and distribution of the sales and use tax for public facilities in rural counties. The project will be undertaken by the Grantee and will include the activities described in ATTACHMENT 1: PROJECT SUMMARY which, by this reference, is hereby incorporated into this contract, and in the application submitted to Partnership 2005 and the County by the Grantee and upon which this contract is based. Project activities will be performed to the satisfaction of the County and will be undertaken in accordance with the terms, conditions, performances, covenants, and provisions contained in the contract PART 3: TERMS AND CONDITIONS, PART 4: GRANTEE CERTIFICATIONS, PART5: ENTIRE AGREEMENT, ATTACHMENT I: PROJECT SUMMARY and ATTACHMENT II CONTRACT CONDITIONS.

PART 3: TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

3.01 Payment

The County shall issue warrant(s) to the Grantee for payment of allowable expenses incurred by the Grantee while undertaking approved project activities in accordance with ATTACHMENT 1: PROJECT SUMMARY. "Approved project activities" shall mean those activities which the Grantee has accepted as meeting state and federal guidelines for the project. Issuance of

warrant(s) to begin undertaking the projects shall not be construed as acceptance of the project work nor does warrant-issuance create an agency relationship between the County and the Grantee.

To request payment the Grantee shall submit an invoice for the total amount awarded the project by the County that can be paid as soon as administratively feasible after receipt of the invoice. This invoice must identify the exact amount awarded by the County that corresponds to the line-item categories in the approved ATTACHMENT I PROJECT SUMMARY, and must be submitted to the County on an Invoice Voucher form. The voucher must also specify the amount of funds from sources other than the infrastructure fund.

The County must review and approve the vouchers before issuing warrants to the Grantee.

In no event shall the total amount of Infrastructure Funds paid by the County to the Grantee exceed the amount listed in ATTACHMENT I PROJECT SUMMARY.

3.02 Time of Performance

Activities payable under this contract and to be performed by the Grantee under this contract shall commence on the date listed by the Grantee as the date of commencement of the project. Completion of the project described herein shall include the completion of close-out and audit. This period shall be referred to herein as the "contract period" unless expressly stated otherwise. This project and all payments shall be complete prior to June 30, 2003. No payments will be made by the county after this date, nor any other compensation granted.

3.03 Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the laws of the State of Washington and to execute the project described in this contract by signing the contract document. The Grantees relation to the County and the State of Washington shall be at all times as an independent contractor.

3.04 Waivers

No conditions or provisions of this contract can be waived unless approved by the County in writing. The County's failure to insist upon strict performance of any provision of the contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this contract.

3.05 Non-assignable

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Grantee.

3.06 Financial Management and Accounting

The Grantee shall establish and maintain a financial-management and accounting system that conforms to generally accepted accounting principles and complies with 24 CFR Part 85, Subpart C, "Post Award Requirements"; 24 CFR Part 570.489(e) "Program Income"; and the requirements and standards of OMB Circular A-87 "Cost Principles for State and Local

Governments", which form the basis of the Washington State Grant Program's financial management requirements.

3.07 Program Income

Interest earned on Infrastructure Funds shall be retained by the Grantee. However, in no event shall the amount of interest exceed \$100.00. Interest in excess of \$100.00 shall be returned to the County for placement in the Infrastructure Fund.

3.08 Amendments and Modifications

The Grantee or the County may request an amendment or modification of this contract. However, such amendment or modification shall not take effect until approved, in writing, by the County and the Grantee.

3.09 Record Keeping

The Grantee agrees to keep such records as the County may require. Such records will include information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays, and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the contract.

All such records, and all other records pertinent to the grant and work undertaken as part of the project, shall be retained by the Grantee for a period of six years after the final audit of the program, unless otherwise required by the laws and regulations included in the contract under STATE AND FEDERAL REQUIREMENTS AND ASSURANCES. If any claim, litigation, or audit is started before expiration of the six-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

3.10 Access to Records

The County and duly authorized officials of the state government shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this contract.

3.11 Reports

The Grantee, at such times and in such forms as the County may require, shall furnish periodic reports pertaining to the activities undertaken pursuant to this contract. These reports may include: the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this contract.

3.12 Acquisition and Disposition of Property and Equipment

The Grantee agrees to comply with the requirements of 24 CFR Part 85.36 "Procurement," or such other requirements as the State may prescribe in the acquisition and equipment. The Grantee will also account for any tangible personal property acquired with grant funds in accordance with 24 CFR Part 85.36(3)(i).

3.13 Obligations Regarding Third-Party Relationships

The Grantee shall remain fully obligated under the provisions of this contract agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this contract agreement.

3.14 Conflict of Interest

No officer or employee of the County; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement.

The Grantee shall include this provision in any subcontracts for work to be performed under this contract.

3.15 Nondiscrimination

During the performance of this contract, the Grantee shall comply with all nondiscrimination laws, including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA). In the event of the Grantee's noncompliance or refusal to comply with any non-discrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with the County. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 3.22 dispute procedures set forth herein.

3.16 Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

3.17 Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

3.18 Prohibition Against Payment of Bonus or Commission

The assistance provided under this contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

3.19 Termination by Mutual Agreement

This contract may be terminated, in whole or in part, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

3.20 Termination of Contract

1. If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Grantee shall violate any of its covenants, agreements, or stipulations, the County shall thereupon have the right to terminate this contract and if such default or violation is not corrected within twenty (20) days after the County submits written notice to the Grantee describing such default or violation.
2. Reimbursement to the County for grant work paid for, but not performed prior to the effective date of any such termination, shall be as the County reasonably determines.

3.21 Recovery of Funds

In the event of a default or violation of the terms of the contract by the Grantee, the County may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of contract funds under this recovery provision shall occur within 30 days of demand.

3.22 Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by contract shall be decided by the County, which shall reduce its decision to writing and shall furnish a copy thereof, to the Grantee. The decision of the County shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in this contract shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

3.23 Jurisdiction

This contract shall be governed by the law and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan County, Washington.

3.24 Indemnification

It is understood and agreed that this contract is solely for the benefit of the parties to the contract and gives no right to any other party. No joint venture or partnership is formed as a result of this contract.

The Grantee, its successors or assigns, will protect, save, and hold harmless the County and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this contract. The Grantee further agrees to defend the County and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this contract.

3.25 Ownership of Project/Capital Facilities

The County makes no claim to any capital facilities or real property purchased, improved or constructed with funds under this contract, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the County harmless from any and all causes of action arising from the ownership and operation of the project.

This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the County or the Grantee or their authorized agents or employees: Provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County and their agents or employees, and (2) the Grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

3.26 Severability

If any provision under this contract agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

3.27 Performance

The County's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract,

3.28 Audit

Audits of the grant will be conducted by the Municipal Division of the State Auditor's Office in accordance with any guidelines the County may prescribe. The Grantee is responsible for submitting a copy of the audit to the County within 30 days of the Grantees receipt of the audit report from the State Auditor's Office. Payment for the audit shall be made by the Grantee. An explanation of any questioned costs must be sent to the County by the Grantee within 30 days of the Grantees receipt of the audit report. The County reserves the right to recover from the Grantee disallowed costs identified in the final audit. The recovery provision set forth in Section 3.21 Recovery of Funds shall be applicable to this section as well.

3.29 Close-out

The County will advise the Grantee to initiate close-out procedures when the County determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

1. All costs to be paid with grant funds have been incurred.
2. The Grantees failure to submit a report will preclude Grantee from further participation in the Infrastructure fund process.
3. Other responsibilities of the Grantee under this contract agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily.

PART 4: GRANTEE CERTIFICATIONS

By executing this contract, the Grantee certifies that:

1. It has adopted and is enforcing a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
2. It will ensure:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence-an officer or employee of any agency, a Member of Congress,an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The above provisions will be met if the grant award from the Department exceeds \$100,000 and will further ensure that their provisions are included in any sub-grant, contract, and subcontracts exceeding \$100,000 of grant funds.

PART 5: ENTIRE AGREEMENT

This agreement consisting of 8 pages, contains all terms and conditions agreed to by the Department and the Grantee. The attachments to this agreement are identified as follows:

ATTACHMENT 1: PROJECT SUMMARY, consisting of a Project Description and Project Goals, Activities, Schedule, and Budget on 4 pages, for a total of 12 pages.

ATTACHMENT II: CONTRACT CONDITIONS AND VERIFICATION OF OTHER FUNDING SOURCES on 1 page for a total of 13 pages.

DATED at Okanogan, Washington this a 19th day of February, 2002.

CITY OF OMAK

Walt Spader
Mayor

ATTEST:

Trish Butler
Trish Butler, City Clerk/Treasurer

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Robert C. Hirst
Robert C. Hirst, Chairman

Craig L. Mejraska
Craig L. Mejraska, Member
Dave Schulz
Dave Schulz, Member

ATTEST:

Brenda J. Crowell
Brenda J. Crowell, Clerk of the Board

APPROVED AS TO FORM:

Michael Howe
Michael Howe, City Attorney

APPROVED AS TO FORM:

Don L. Anderson
Don L. Anderson, Chief Civil Deputy

**Omak Municipal Airport
Runway Improvement Project**

Summary:

The proposed project entails reconstruction and rehabilitation of the runway and taxi-way connections at the Omak Municipal Airport, an important transportation facility owned, operated and maintained by the city of Omak. The City is seeking matching funds in the amount of \$100,000 for capital improvements identified as a priority in the City's Airport Master Plan, Comprehensive Land Use Plan, Capital Facilities Plan and the strategy and vision prepared by Partnership 2005. Copies of the applicable pages are included in Attachment 1.

Background:

The City of Omak and Okanogan County are experiencing a significant economic transition. Natural resource based industries, traditional mainstays of the local economy, have declined in recent years. As the City seeks strategies for nurturing existing businesses, diversifying the economic base and creating a sustainable local economy, the Omak Municipal Airport has been identified as a top priority. Scheduled airline service and development of a business and industry Park on public property adjoining the airport are viewed as key components of a strategy to retaining existing and attract new business and industry.

Although the growing retail and service sector in Omak has generated a significant number of jobs, most of new jobs do not offer employees a family wage. For these reasons, Omak has made exploring and acting upon opportunities to create a diverse economic base a top priority.

As Omak looks at the strengths, weaknesses, opportunities and threats that impact current and future economic activity, three areas stand out: an expanding health care system; improving educational opportunities; and, transportation - specifically the Omak Municipal Airport.

The airport, which has been the focus of over \$750,000 worth of improvements over the past five years, is viewed as another cornerstone of a vibrant economic future.

The five year economic growth strategy for Okanogan County, prepared by Partnership 2005¹, provides six main goals, each with a list of objectives or action steps. The number one goal is to "Enhance Infrastructure to Handle Planned Growth". One of the five objectives to implement this goal is development of the Omak Airport. This objective is described below:

"Transportation abilities will be enhanced by daily flights at Omak Airport for passengers and cargo travel. Car rental service is important for passenger travel also. Better transportation and shipping service will encourage business development throughout the county"

¹ - Partnership 2005 Vision, 1999

The airport and its potential as a transportation link and site for business and industry is an opportunity the city is determined to pursue. This makes it vital that the airport infrastructure, e.g. taxi-ways, runways, fueling, aircraft parking etc...., be continually maintained and improved. To this end the City has taken advantage of several state and federal grant programs to complete and pave the parallel taxiway (required for airlines and imperative for airport dependent businesses), replace the old fueling system with a state-of-the-art cardlock fueling system and construct an adjoining parking apron, upgrade the existing non-directional beacon (NDB) and successfully pursue approval of a limited global positioning system approach. A review of the City's 1996 Capital Facilities Plan finds that the City has completed or is in the process of completing all of the listed airport improvements except the project proposed herein.

Another attractive feature of the airport is the availability of land for airport dependent and related businesses. The City annexed the property in 1979 and has zoned the entire airport property Airport Industrial. The municipally owned property adjoining the taxi-way has been the subject of discussions with Federal Express which expressed an interest in the property for a regional facility. With the growing need to attract family-wage jobs to the area, the City took Federal Express's interest to mean that the airport would be attractive to other business interests. In order to take advantage of the opportunities at the airport, the City determined that a master development plan for an airport related business and industry park on municipally owned lands lying on either side of Robinson Canyon Road should be prepared to guide land use decisions. The area considered in this study lies along the eastern side of the taxi-way at the south eastern corner of the City-owned airport property and is divided by Robinson Canyon Road. In addition to guiding development, the master plan is also seen as a tool for use in marketing the community to outside interests.

The City has accepted the Omak Airport Business & Industry Park Master Plan and is determined to move ahead with aviation related improvements as part of the overall strategy to develop the Omak Airport as a center for transportation, business and industry.

The Project:

The original scope of the proposed project was based on the July 2000 Washington State Aviation Pavement Management Program for the Omak Municipal Airport. However, as the City has begun work on the project with its consulting engineer and FAA, it was determined that the project was more extensive than originally planned. The project scope now entails reconstruction and rehabilitation of the runway and taxi-way connections. The result will be a "new" 4,654' x 75' runway and connections to the parallel taxi-way. A copy of the engineers preliminary report is included in Attachment 2.

The budget for the project follows:

Budget Categories	Federal	County		Total
	Aviation Administration	Applicant Funding	Infrastructure Funding	
A. Personnel		\$ 3,000		\$ 3,000
B. Benefits		\$ 780		\$ 780
C. Travel				
D. Equipment				
E. Supplies/Misc.		\$ 200		\$ 200
F. Contractual	\$ 216,000	\$ 24,000		\$ 240,000
G. Construction				
1. Prep Work	\$ 172,680	\$ 5,821	\$ 15,522	\$ 194,022
2. Overlay	\$1,553,935	\$ 52,380	\$ 139,680	\$ 1,745,995
H. Contingency	\$ 194,612	\$ 6,559	\$ 17,462	\$ 218,633
I. Total Project	\$2,137,227	\$ 92,740	\$ 172,664	\$ 2,402,630

The budget is explained below.

- A. Personnel: The City anticipates that it will provide a minimum of 40 hours of staff time as the project proceeds. Staff time was calculated based on 80 hours at an average rate of \$25/hours. City Contribution.
- B. Benefits: The benefits amount was calculated based on 25% of the total for personnel. City contribution.
- C. Travel: No travel anticipated
- D. Equipment: No equipment costs anticipated
- E. Supplies/Misc.: The project will result in consumption of \$200 worth of supplies and miscellaneous costs including copies telephone and fax charges etc. City contribution.
- F. Contractual: Contractual costs for engineering, legal and inspection services are estimated to cost \$240,000. City contribution is budgeted at \$24,000.
- G. Construction: Reid Middleton has developed the estimated construction costs, the City's consulting engineers for the project. The costs have been developed in cooperation with the FAA.
- H. Contingency: A 10% contingency has been included based on the total provided from each source.

6. Contractual: Contractual costs for engineering, legal and inspection services are estimated to cost \$240,000. City contribution is budgeted at \$24,000.
7. Construction: The estimated construction costs have been developed by Reid Middleton, the City's consulting engineers for the project. The costs have been developed in cooperation with the FAA.
8. Contingency: A 10% contingency has included based on the total provided from each source.

Funding Limitations:

The City has been working with Carol Key of the Federal Aviation Administration on securing the grant for this project. In a May 25, 2000 letter (see Attachment 3), Ms. Key acknowledges that grant funding is available, although the letter does not provide a specific figure for Omak. In subsequent telephone conversations between the Mayor and Ms. Key and other FAA officials, it was made clear that the City would need to have the required matching funds in place prior to FAA approval of any grant assistance. The City is reasonably certain that if the matching funds are available at the local level that FAA will follow through by working with the community to ensure that Phase I of the project is successful.

Project Impact:

Improving the Omak Airport is almost universally supported as one of the key priorities for Okanogan County's economic future. The ability to keep and attract business and industry is directly dependent on transportation. The Omak Airport is already the entry point for business and industry people from Wal-Mart executives to cattle buyers and visitors. Maintaining and improving the airport will project a desirable image and show that the area is serious about providing safe and convenient transportation options.

While there are no jobs, other than during the construction, tied to the project, the long term benefits are significant. The existence of a well run and well maintained airport is one of the cornerstones of economic prosperity in successful rural communities in the interior west. The Omak Airport should be viewed as a regional facility with regional benefits that all areas of the County should enjoy.

OKANOGAN COUNTY INFRASTRUCTURE FUND

CONDITIONAL APPROVAL

Project No.

Applicant: City of Omak

Total Requested: \$100,000.00

Infrastructure Funds Awarded: \$70,000.00

Conditions for Approval:

1. Applicant shall submit required Application Voucher Form
2. The request for funds shall not be until necessary to allow for continued benefit of the \$70,000.00 in accrual of interest for the Infrastructure fund.
3. That the \$70,000 shall remain in the Infrastructure Fund until proof of funding has been secured from FAA
4. That the time period for this approval shall no exceed eighteen (18) months. If federal funding is not secured within the specified time period, the funds allocated for this project expire and shall be place for reallocation.
5. That the applicant provides proof that the \$70,000.00 does not exceed the 50% requirement set forth in the "Guidelines for Prioritization of projects for the Okanogan County Infrastructure Fund."
6. The applicant shall submit a final report to Okanogan County within sixty days of completion of the project.