

**CITY OF OKANOGAN
COUNCIL AGENDA
June 3, 2025 7:00 P.M.
Council Chambers, also available via Zoom**

Meeting ID: 830 0208 9303

One tap mobile: 1-253-215-8782

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF AGENDA and CONSENT AGENDA**
(Approval of Consent Agenda passes all routine items indicated by an asterisk (*) on the agenda. Consent agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to the general agenda and taken up in the order that it appears.)
3. * **EXCUSE COUNCILMEMBERS**
4. * **APPROVAL OF MINUTES**
May 20, 2025 – Council Meeting Minutes
5. * **APPROVAL OF VOUCHERS**
6. **PUBLIC COMMENT**
This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name and street address. Comments are limited to 3 minutes.
7. **DEPARTMENT HEAD REPORTS**
8. **COMMITTEE REPORTS**
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
Ordinance 1244 – Accessory Dwelling Units – Chapter 18.70

Progress Estimate 3 – Elmway Watermain Extension – Gray & Osborne

Multiforce Software Services Agreement
11. * **CORRESPONDENCE**
12. **PUBLIC COMMENT**

The City of Okanogan is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible.
Please contact the City Clerk's Office by Noon on any meeting date for assistance.

This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name and street address. Comments are limited to 3 minutes.

13. **COUNCILMEMBER'S COMMENTS**

14. **MAYOR'S REPORT**

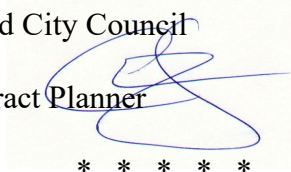
15. **ADJOURNMENT**

**Staff Memorandum
Action Requested**

DATE: May 29, 2025

TO: Honorable Mayor and City Council

FROM: Chris Johnson, Contract Planner



* * * * *

BACKGROUND

WHEREAS: The Draft ADU Ordinance language was reviewed and approved at the Planning Commission meeting on May 12th and was introduced at the May 20, 2025 City Council meeting for consideration; and

WHEREAS: The City Council reviewed the Planning Commission recommendation at their May 20, 2025 meeting; and

WHEREAS: The City of Okanogan staff and the City Attorney have reviewed, revised and accepted the proposed ADU Ordinance under consideration; and

WHEREAS: The ADU Ordinance is designed to provide an incentive for necessary development of smaller alternative housing in the residential zones allowing accessory dwelling units in our developed neighborhoods to increase the overall supply and variety of housing options.

Now Therefore, Planning staff recommend that the City Council approve the proposed ADU Ordinance.

SUGGESTED MOTION

“I move to adopt Ordinance No. 1244, establishing an Accessory Dwelling Unit Ordinance to encourage and control development of additional housing within the existing residential zoning districts in the City of Okanogan.”

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: May 29, 2025

Subject: Progress Estimate 3– Elmway Watermain Extension Project

Attached is Progress Estimate 3 for the subject project in the amount of \$86,493.91. The contract is currently 92% complete.

Recommended Motion: I move that the City issue payment to Rudnick & Sons LLC for Progress Estimate 3.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, Clerk Treasurer

Date: May 29, 2025

Subject: 2024-2025 Multiforce Services Agreement

The City's aviation fuel software and hardware agreement expired October 31, 2024. The new agreement was received in late May 2025.

The support and maintenance agreement cover the following:

- Technical support and assistance with software
- Software updates
- Replacement and repair of failed hardware components
- End of Life Components (EOL) may require additional cost to upgrade the system

The support and maintenance agreement does not cover the following:

- On-site assistance
- Training

Suggested Motion: I move to approve the 2024-2025 Multiforce Services Agreement and authorize payment.

BUILDING DEPARTMENT REPORT

CITY COUNCIL MEETING

JUNE 3RD, 2025.

Okanogan office:

- Working on updating new 2021 building codes.

Permitting Activity:

- New Permit # RB-25-2106 new porch @ 846 7th South
-

Inspections:

- 2nd Foundation inspection for Permit CB-24-2070
- 2nd Plumbing inspection for Permit CB-24-2070
- Final inspection for Permit CB-24-2061

Enforcement:

- On going- nothing to report

Other:

Zoning Short plat:

- New Application for Short Plat “AL Morgan Family Trust Short Plat” – *Notice of Application will be published June 4th 2025. Comment period ends 4:00pm June 18th, 2025.*

Vacation:

- New Petition for vacation of ½ of city alley @ 739 7th Ave South – *Council set date for public hearing June 17th regular council meeting.*

DEPARTMENT HEAD REPORT

Clerk's Office

June 3, 2025

Since the last Department Head Report to the Okanogan City Council, the Clerk's Office has:

1. Budget

- Posted Vouchers for 1st Council June 2025
- Paid Vouchers for 2nd Council May 2025

2. Clerk Duties

- Distributed Correspondence and Agenda Items

3. Other

- Receipted in Various Funds (Building Permits, Taxes etc.)
- Made Daily Bank Deposits

4. Payroll

- Completed 2nd Payroll for May 2025
- Entered Lifeguard information in payroll system

5. Planning/Building

- Assisted Building Official with various issues
- Assisted Planner with various issues
- Assisted Code Enforcement with various issues

6. Utilities

- Updated Utility Accounts
- Printed & Mailed May statements
- Updated Website

7. Sports Complex

- Updated calendar of events

8. Wellness

- Distributed Mental Health Month flyer

9. Clerk Treasurer

- Completed FEMA Generator Grant Billing
- Met with Representative Andrew Engell
- Attended Wildfire Insurance Roundtable discussion

Code Enforcement/Animal Control/Assistant Permit Admin Report

City Council Meeting

June 3rd, 2025

Patrolled the city

Animal Complaints

4 closed 1 open

Public Nuisance

1 closed

9 open including the following-

1701 2nd Avenue North (on going)

410 8th Street (on going)

708 Monroe Street (on going)

Blue Mountain Motel (on going)

Vehicles and Traffic

5 closed 1 open

Department Head Report

Fire Department

June 3, 2025

Fire Department

- Updated information in the reporting system.
- Performed minor repair and maintenance to apparatus and station.
- Performed minor repair and maintenance to small tools and equipment and station.
- Updated Department Stats- 106 calls
- Submitted NIFIRS Reports to the State
- Completed The Wildfire Readiness Program with the WA DNR

Training

- Truck checks
- Business Meeting
- Officers Meeting
- EMS Refresher
- Wildland Hose Evolutions

Fire Calls to Date

- Activated Alarm- 34
- Motor vehicle Accident- 18
- Motor vehicle fire- 10
- Brush Fire- 17
- Structure Fire- 3
- EMS Assist- 4
- Fire Other/Good Intent- 20
- Haz-Mat- 0

Hours Spent on Calls and Training to Date

- District: 22.1 Man Hours to Date: 249.54
- City: 11.39 Man Hours to Date: 99.53
- Training: 77 Man Hours to Date: 998

Totals Calls to Date:

- District: 58
- City: 48

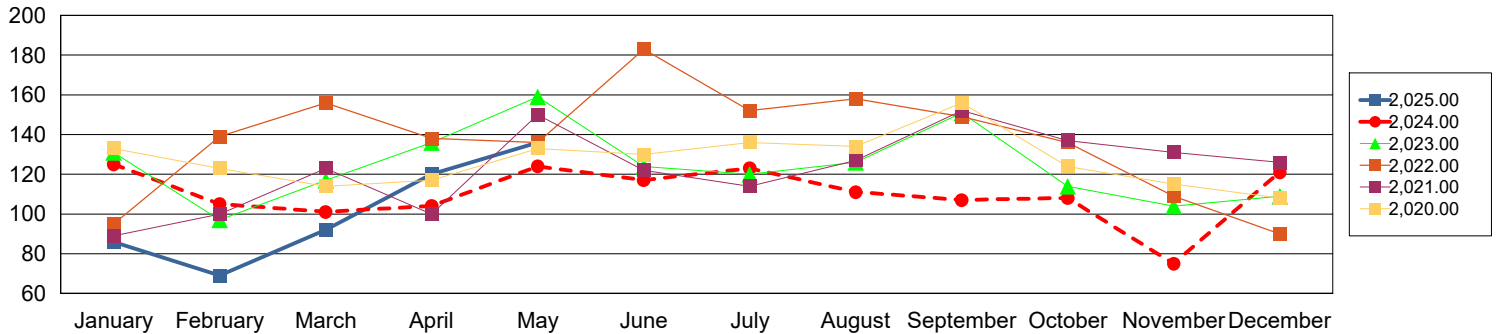
Events:

Attended Career Day-Okanogan Middle School- 05/30/2025
Attending Okanogan Days-6/7/2025
Attending Fire District # 3 Commissioners Meeting- 6/10/2025



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **148**
- Thefts in last 30 days: **9**
- Burglary / Trespass in last 30 days: **12**
- Assaults / Disputes in last 30 days: **14**
- Traffic incidents in last 30 days: **8**
- Total City Incidents YTD: **554**

Traffic Stops: **35**

Law Incidents - Last 30 Days

OCSO

136

04/29/2025	08:33	FRAUD	2ND	OKANOGAN	S25-02301
04/29/2025	10:07	WELFARE CHECK	1ST	OKANOGAN	S25-02302
04/29/2025	10:29	SUSPICIOUS	NICKELL	OKANOGAN	S25-02303
04/29/2025	10:45	SUSPICIOUS	3RD	OKANOGAN	S25-02305
04/29/2025	12:22	ALARM BURGLARY	3RD	OKANOGAN	S25-02309
04/29/2025	16:05	DOMESTIC DISPUT	4TH	OKANOGAN	S25-02317
04/29/2025	17:38	CITIZEN ASSIST	5TH	OKANOGAN	S25-02318
04/29/2025	18:04	TRESPASSING	CONCONULLY	OKANOGAN	S25-02320
04/30/2025	08:39	ACCIDENT NONINJ	PATROL	OKANOGAN	S25-02332
04/30/2025	11:12	THEFT OTHER	HIGHWAY 20	OKANOGAN	S25-02336
04/30/2025	17:30	ALARM OTHER	3RD	OKANOGAN	S25-02351
05/01/2025	06:21	DOMESTIC DISPUT	5TH	OKANOGAN	S25-02363
05/01/2025	10:22	AGENCY ASSIST	2ND	OKANOGAN	S25-02369
05/02/2025	08:24	SUSPICIOUS	2ND	OKANOGAN	S25-02390
05/02/2025	10:30	CITIZEN ASSIST	3RD	OKANOGAN	S25-02395
05/02/2025	12:51	DISORDERLY	2ND	OKANOGAN	S25-02399
05/02/2025	14:05	ACCIDENT UNKINJ	6TH	OKANOGAN	S25-02402
05/02/2025	14:25	WARRANT ARREST	2ND	OKANOGAN	S25-02403
05/02/2025	15:34	DISORDERLY	1ST	OKANOGAN	S25-02404
05/03/2025	11:12	AGENCY ASSIST	2ND	OKANOGAN	S25-02423
05/04/2025	12:22	AGENCY ASSIST	3RD	OKANOGAN	S25-02445

05/04/2025	20:55	DOMESTIC DISPUT	4TH	OKANOGAN	S25-02455
05/05/2025	02:17	SUSPICIOUS	ROSE	OKANOGAN	S25-02458
05/05/2025	10:05	CITIZEN ASSIST	5TH	OKANOGAN	S25-02461
05/05/2025	13:46	CIVIL	2ND	OKANOGAN	S25-02472
05/05/2025	18:54	TRAFFIC HAZARD	ELMWAY	OKANOGAN	S25-02485
05/05/2025	20:46	ALARM BURGLARY	2ND	OKANOGAN	S25-02489
05/06/2025	11:07	JUVENILE PROB	5TH	OKANOGAN	S25-02493
05/06/2025	14:54	TRESPASSING	LINDEN	OKANOGAN	S25-02500
05/06/2025	15:19	ANIMAL PROBLEM	MONROE	OKANOGAN	S25-02502
05/06/2025	18:12	TAKING MV WO PE	2ND	OKANOGAN	S25-02507
05/07/2025	08:07	ANIMAL PROBLEM	5TH	OKANOGAN	S25-02519
05/07/2025	09:01	TRESPASSING	3RD	OKANOGAN	S25-02521
05/07/2025	09:01	HARASSMENT	8TH	OKANOGAN	S25-02520
05/07/2025	11:51	CITIZEN RIDE	3RD	OKANOGAN	S25-02525
05/07/2025	12:23	MAL MISCHIEF	ELMWAY	OKANOGAN	S25-02526
05/07/2025	14:03	CIVIL	8TH	OKANOGAN	S25-02531
05/07/2025	19:44	911 ABUSE	4TH	OKANOGAN	S25-02536
05/07/2025	21:11	SUSPICIOUS	ELMWAY	OKANOGAN	S25-02538
05/08/2025	06:39	ANIMAL PROBLEM	CONCONULLY	OKANOGAN	S25-02544
05/08/2025	07:50	DOMESTIC DISPUT	5TH	OKANOGAN	S25-02545
05/08/2025	07:54	SUSPICIOUS	2ND	OKANOGAN	S25-02546
05/08/2025	09:11	SUSPICIOUS	4TH	OKANOGAN	S25-02550
05/08/2025	15:39	UNCONSCIOUSNESS	2ND	OKANOGAN	S25-02556
05/08/2025	17:09	DISORDERLY	2ND	OKANOGAN	S25-02561
05/08/2025	19:56	ASSAULT	5TH	OKANOGAN	S25-02567
05/08/2025	22:17	CITIZEN ASSIST	4TH	OKANOGAN	S25-02570
05/09/2025	06:32	CIVIL	TACOMA	OKANOGAN	S25-02573
05/09/2025	09:57	CITIZEN ASSIST	5TH	OKANOGAN	S25-02576
05/09/2025	12:01	DISORDERLY	ELMWAY	OKANOGAN	S25-02581
05/09/2025	13:15	SUSPICIOUS	2ND	OKANOGAN	S25-02583
05/09/2025	13:50	CITIZEN ASSIST	HENNEPIN	OKANOGAN	S25-02584
05/09/2025	18:29	CITIZEN ASSIST	7TH	OKANOGAN	S25-02598
05/10/2025	01:31	NOISE COMPLAINT	8TH	OKANOGAN	S25-02604
05/10/2025	10:15	THEFT OTHER	2ND	OKANOGAN	S25-02610
05/10/2025	14:36	TRESPASSING	3RD	OKANOGAN	S25-02615
05/10/2025	14:48	CITIZEN DISPUTE	8TH	OKANOGAN	S25-02616
05/10/2025	15:55	TRESPASSING	3RD	OKANOGAN	S25-02617
05/11/2025	16:01	BURGLARY	ELMWAY	OKANOGAN	S25-02642
05/11/2025	18:59	THREATENING	8TH	OKANOGAN	S25-02645
05/11/2025	19:20	DOMESTIC DISPUT	2ND	OKANOGAN	S25-02646
05/12/2025	13:31	CIVIL	2ND	OKANOGAN	S25-02660
05/12/2025	15:47	911 ABUSE	MILL	OKANOGAN	S25-02666
05/12/2025	15:58	DISORDERLY	2ND	OKANOGAN	S25-02667
05/12/2025	17:51	DISORDERLY	2ND	OKANOGAN	S25-02671
05/12/2025	18:45	FOUND PROPERTY	2ND	OKANOGAN	S25-02673
05/12/2025	19:52	SUSPICIOUS	3RD	OKANOGAN	S25-02674
05/12/2025	21:27	DOMESTIC DISPUT	2ND	OKANOGAN	S25-02677
05/13/2025	10:06	THEFT OTHER	3RD	OKANOGAN	S25-02684
05/13/2025	11:04	TRESPASSING	2ND	OKANOGAN	S25-02687
05/14/2025	08:08	WELFARE CHECK	CONCONULLY	OKANOGAN	S25-02711
05/14/2025	09:12	VIN INSPECTION	ELMWAY	OKANOGAN	S25-02716
05/14/2025	14:21	THREATENING	8TH	OKANOGAN	S25-02726
05/14/2025	17:55	SUSPICIOUS	8TH	OKANOGAN	S25-02733
05/15/2025	08:07	CIVIL	5TH	OKANOGAN	S25-02750
05/15/2025	16:48	CIVIL	CONCONULLY	OKANOGAN	S25-02765

05/15/2025 16:56	TRAFFIC STOP	HIGHWAY 20	OKANOGAN	S25-02767
05/15/2025 17:11	WELFARE CHECK	1ST	OKANOGAN	S25-02766
05/15/2025 22:23	SUSPICIOUS	ELMWAY	OKANOGAN	S25-02774
05/16/2025 03:52	WELFARE CHECK	MILL	OKANOGAN	S25-02776
05/16/2025 13:03	MHP CONTACT	2ND	OKANOGAN	S25-02790
05/16/2025 13:51	DEATH UNATTEND	VIEWMONT	OKANOGAN	S25-02791
05/16/2025 14:52	911 ABUSE	3RD	OKANOGAN	S25-02793
05/16/2025 15:15	THEFT OTHER	ELMWAY	OKANOGAN	S25-02796
05/16/2025 23:38	SUSPICIOUS	2ND	OKANOGAN	S25-02806
05/17/2025 22:44	JUVENILE PROB	4TH	OKANOGAN	S25-02826
05/18/2025 07:56	OVERDOSE	2ND	OKANOGAN	S25-02830
05/18/2025 12:03	ANIMAL PROBLEM	4TH	OKANOGAN	S25-02832
05/18/2025 15:33	THEFT AUTOMOBIL	MAPLE	OKANOGAN	S25-02836
05/18/2025 16:53	CIVIL	2ND	OKANOGAN	S25-02837
05/19/2025 11:00	HARASSMENT	2ND	OKANOGAN	S25-02851
05/19/2025 11:16	SEX OFFENDER	5TH	OKANOGAN	S25-02852
05/19/2025 13:57	CITIZEN ASSIST	5TH	OKANOGAN	S25-02860
05/20/2025 09:14	VIN INSPECTION	4TH	OKANOGAN	S25-02873
05/20/2025 10:15	WELFARE CHECK	4TH	OKANOGAN	S25-02876
05/20/2025 14:53	ALARM OTHER	3RD	OKANOGAN	S25-02883
05/20/2025 16:17	RUNAWAY JUVNILE	1ST	OKANOGAN	S25-02884
05/20/2025 16:40	EXTRA PATROL	ELMWAY	OKANOGAN	S25-02885
05/20/2025 20:12	JUVENILE PROB	3RD	OKANOGAN	S25-02889
05/21/2025 09:40	CITIZEN ASSIST	4TH	OKANOGAN	S25-02899
05/21/2025 10:48	CITIZEN DISPUTE	2ND	OKANOGAN	S25-02901
05/21/2025 11:28	FRAUD	2ND	OKANOGAN	S25-02903
05/21/2025 15:44	CITIZEN ASSIST	TYEE	OKANOGAN	S25-02909
05/21/2025 16:50	ASSAULT	2ND	OKANOGAN	S25-02911
05/22/2025 17:40	FRAUD	3RD	OKANOGAN	S25-02929
05/22/2025 20:07	TRESPASSING	2ND	OKANOGAN	S25-02933
05/22/2025 21:19	TRAFFIC OFFENSE	RODEO TRAIL	OKANOGAN	S25-02935
05/23/2025 06:21	THREATENING	2ND	OKANOGAN	S25-02944
05/23/2025 08:44	AGENCY REFERRAL	4TH	OKANOGAN	S25-02941
05/23/2025 12:14	VEHICLE PROWL	ELMWAY	OKANOGAN	S25-02955
05/23/2025 15:28	ARSON	2ND	OKANOGAN	S25-02959
05/23/2025 17:40	CITIZEN DISPUTE	2ND	OKANOGAN	S25-02965
05/23/2025 18:37	THEFT OTHER	2ND	OKANOGAN	S25-02967
05/23/2025 18:58	MHP CONTACT	2ND	OKANOGAN	S25-02969
05/23/2025 20:54	ATTEMPT-LOC NT	2ND	OKANOGAN	S25-02972
05/23/2025 22:03	ASSAULT	SEATTLE	OKANOGAN	S25-02974
05/24/2025 10:26	JUVENILE PROB	SUNRISE	OKANOGAN	S25-02979
05/24/2025 12:26	ANIMAL SICK	IONE	OKANOGAN	S25-03027
05/24/2025 16:22	TRESPASSING	2ND	OKANOGAN	S25-02985
05/24/2025 16:56	SUSPICIOUS	MAPLE	OKANOGAN	S25-02987
05/25/2025 01:28	SUSPICIOUS	4TH	OKANOGAN	S25-03001
05/25/2025 09:26	CITIZEN ASSIST	2ND	OKANOGAN	S25-03003
05/25/2025 12:24	NOISE COMPLAINT	MAPLE	OKANOGAN	S25-03009
05/25/2025 12:45	CITIZEN DISPUTE	SEATTLE	OKANOGAN	S25-03010
05/25/2025 15:40	CITIZEN ASSIST	4TH	OKANOGAN	S25-03011
05/26/2025 00:33	SUSPICIOUS	2ND	OKANOGAN	S25-03023
05/26/2025 12:16	SEX OFF REGISTR	5TH	OKANOGAN	S25-03034
05/26/2025 13:10	DOMESTIC DISPUT	TACOMA	OKANOGAN	S25-03037
05/26/2025 16:49	CIVIL	4TH	OKANOGAN	S25-03040
05/27/2025 14:53	CIVIL	2ND	OKANOGAN	S25-03059
05/27/2025 19:20	SUSPICIOUS	2ND	OKANOGAN	S25-03068

05/27/2025 20:42	VIOLATE ORDER	1ST	OKANOGAN	S25-03070
05/28/2025 03:46	SUSPICIOUS	2ND	OKANOGAN	S25-03075
05/28/2025 12:36	TRESPASSING	2ND	OKANOGAN	S25-03080
05/28/2025 13:35	CIVIL	5TH	OKANOGAN	S25-03082
05/28/2025 21:57	FOUND PROPERTY	2ND	OKANOGAN	S25-03096

EMS Calls - Last 30 Days

LIFELINE EMS

31

04/29/25 16:05	DOMESTIC DISPUT	E25-02092
05/01/25 18:51	CARDIAC ARREST	E25-02118
05/01/25 20:48	FALL	E25-02122
05/02/25 12:38	TEST MEDICAL	E25-02130
05/02/25 14:05	ACCIDENT UNKINJ	E25-02134
05/08/25 15:39	UNCONSCIOUSNESS	E25-02235
05/09/25 01:58	UNCONSCIOUSNESS	E25-02246
05/09/25 09:39	FALL	E25-02251
05/09/25 13:38	FALL	E25-02255
05/09/25 13:52	ALARM MEDICAL	E25-02256
05/11/25 03:27	ALARM MEDICAL	E25-02283
05/11/25 04:46	FALL	E25-02285
05/11/25 15:17	BREATHING	E25-02292
05/11/25 16:08	ABDOMINAL	E25-02293
05/12/25 07:32	SICKNESS	E25-02305
05/12/25 09:03	SICKNESS	E25-02312
05/12/25 21:27	DOMESTIC DISPUT	E25-02324
05/13/25 13:05	CHEST PAIN	E25-02334
05/15/25 02:37	CHEST PAIN	E25-02359
05/16/25 13:51	CARDIAC ARREST	E25-02389
05/18/25 07:56	OVERDOSE	E25-02422
05/18/25 20:20	TRANSFER PATIEN	E25-02434
05/19/25 18:36	DIABETIC PROBLM	E25-02451
05/21/25 11:43	BREATHING	E25-02469
05/23/25 11:04	SICKNESS	E25-02494
05/24/25 20:31	ALARM MEDICAL	E25-02520
05/25/25 06:11	FIRE STRUCTURE	E25-02527
05/26/25 11:49	UNCONSCIOUSNESS	E25-02548
05/26/25 14:02	MEDICAL	E25-02552
05/26/25 21:24	MEDICAL	E25-02559
05/28/25 16:13	SICKNESS	E25-02589

Fire Calls - Last 30 Days

BREWSTER FIRE

1

05/21/25 10:12	ALARM FIRE	F25-00796
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OKANOGAN FIRE DEPARTMENT FD03

4

05/25/25 06:11	FIRE STRUCTURE	F25-00824
05/16/25 13:51	CARDIAC ARREST	F25-00777
05/02/25 14:05	ACCIDENT UNKINJ	F25-00683
05/03/25 11:12	FIRE OTHER	F25-00688

OMAK FIRE

2

05/16/25 13:51	CARDIAC ARREST	F25-00776
05/25/25 06:11	FIRE STRUCTURE	F25-00825

ORDINANCE NO. 1244

AN ORDINANCE OF THE CITY OF OKANOGAN, WASHINGTON, AMENDING TITLE 18 – ZONING OF THE OKANOGAN MUNICIPAL CODE TO ADD CHAPTER 18.70 – ACCESSORY DWELLING UNITS

WHEREAS, the City Council is desirous of providing homeowners with the ability to have and maintain an accessory dwelling unit (ADU) on their property within the boundaries of the City; and

WHEREAS, the Planning Commission has reviewed the standards and requirements for ADU's and is recommending the City Council enact an ordinance outlining such.

NOW, THEREFORE, the City Council of the City of Okanogan do ordain as follows:

SECTION 1 – AMENDMENT.

There is hereby added to the Okanogan Municipal Code a new Chapter 18.70 to read as follows:

Sections:

- 18.70.010 – Purpose and Intent.
- 18.70.020 – Use.
- 18.70.030 – Definitions.
- 18.70.040 – Standards and Requirements.
- 18.70.050 – Deviations and Variances.
- 18.70.060 – Existing.
- 18.70.070 – Enforcement

18.70.010 – Purpose and Intent.

The purpose of allowing accessory dwelling units (ADU) is to:

- a. Provide homeowners with a means of obtaining, through tenants in either the ADU or the principal unit, rental income, companionship, security, and services.
- b. Add affordable housing units to the existing community housing stock.
- c. Provide opportunities for the development of additional housing units for moderate income people who might otherwise have difficulty finding homes within the city.
- d. Provide flexibility for development of additional housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle.
- e. Protect neighborhood stability, property values, and the single-family residential appearance of the neighborhood by establishing clear and consistent conditions that will be applied to ADUs within defined areas in the City.
- f. Limit ADUs to small subordinate spaces such that they may be readily converted back to living space of the principal unit.

18.70.020 – Use.

The construction of one (1) ADU (either attached or detached) in a new or existing single-family dwelling (hereinafter the principal unit) shall be allowed the same as a single-family dwelling use in all single family residential zones subject to specific development, design, and owner-occupancy standards.

18.70.030 – Definitions.

The following definitions are section specific:

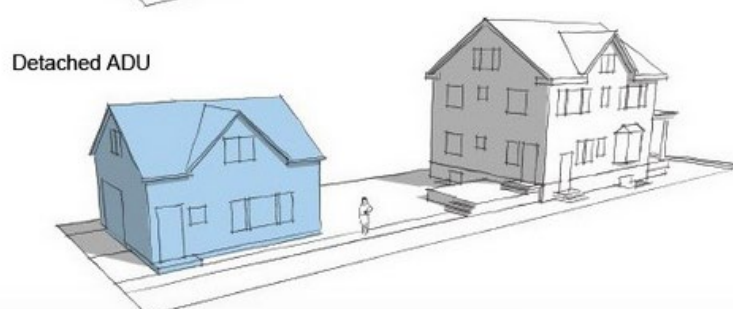
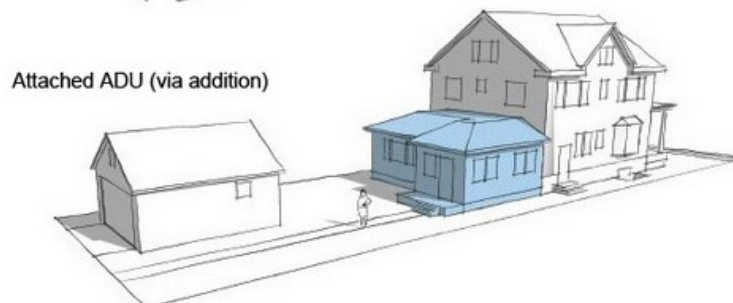
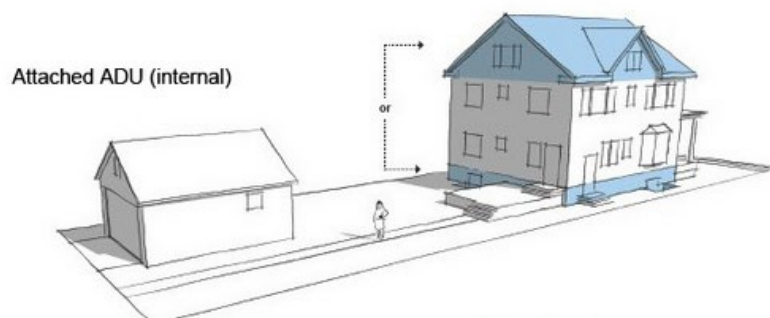
"Accessory dwelling unit (ADU)" is a small, self-contained residential unit located on the same lot as an existing single-family home. For the purposes of this Chapter, recreational vehicles and park model vehicles shall not be considered to be the same as an ADU. "Recreational vehicles" means any motor home, vacation trailer, camping trailer, camper, conversion van, or makeshift vehicle capable of movement on a roadway, which will afford a degree of shelter for humans. "Park model vehicles" means a towable unit normally built on a single-wide trailer chassis and are intended for long term or permanent placement, requiring connections to water, sewerage and electrical facilities, often used in RV parks or for seasonal camping.

An ADU has all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom. As the term "accessory" implies, ADUs are generally defined to be smaller in size and prominence than the main residence on the lot.

An ADU may be created as a separate unit within an existing home (such as in an attic or basement), an addition to the home (such as a separate apartment unit with separate entrance) (collectively, "Attached ADU"), or in a separate structure on the lot (such as a converted garage) ("Detached ADU") that meets all current building codes of the City of Okanogan. See the examples shown below.

Examples of Accessory Dwelling Units (ADUs)

ADUs in blue; main residence in white



Regardless of type, an ADU is a legally permitted small separate habitable living unit that provides separate basic requirements for living, sleeping, eating, cooking, and sanitation and is subordinate to the principal or allowed use on the property.

For the purposes of this Chapter, Attached and Detached ADUs shall be subject to the standards of the underlying zoning district in which they are located, except where modified specifically by the standards established herein. ADU's shall not be classified or regulated as two-family (duplex), or multi-unit dwelling, or multi-family use, and shall not be used as a nightly rental or short term rental (less than thirty (30) consecutive days).

"Owner occupancy" means a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, utility payment records, or similar means.

18.70.040 – Standards and Requirements.

Attached and Detached ADUs created on new or existing parcels shall be allowed as provided for single family dwellings use and shall be permitted as appurtenant to the permitted use.

ADUs are subject to the following design and occupancy standards:

1. An ADU shall comply with all zoning code provisions for the primary residence, including height, setbacks, accessory buildings and open space, except as provided in this section. This provision shall also apply to ancillary structures attached to an ADU such as garages, carports, garden sheds and workshops.
2. Applicants may request minor modifications to the development and design standards for ADUs. A minor modification is a request by the applicant to meet or exceed a particular ADU standard through the use of a technique or alternative standard not otherwise listed under the applicable requirement. Minor modifications are not variances and are not required to meet all of the criteria typically associated with a variance application. The City Building Official may grant a minor modification if the following criteria are met:

- a. The site is physically constrained due to, but not limited to, unusual shape, topography, easements, existing development on site, or critical areas; or
 - b. The granting of the modification will not result in a development that is less compatible with adjacent neighborhood land uses and character; and
 - c. The granting of the modification will not be materially detrimental to the public welfare or injurious to other land or improvements in the vicinity and zoning district in which the property is situated; and
 - d. The granting of the modification is consistent with the purpose and intent of this section; and
 - e. All reasonable mitigation measures for the modification have been implemented or assured.
3. Ownership and Occupancy.
- a. The owner of the subject property shall reside on the premises, whether in the primary or ADU; provided, that:
 - i. In the event of illness, death or other unforeseeable event which prevents the owner's continued occupancy of the premises, the City Building Official may, upon a finding that discontinuance of the ADU would cause a hardship on the owner and/or tenants, grant a temporary suspension of this owner occupancy requirement for a period of up to one year. The City Building Official may grant an extension of such suspension for up to one additional year, upon the finding of continued hardship.
 - ii. In the case of bringing an unpermitted ADU into compliance with this section, if the property on which the ADU is located complies with all of the requirements of this section except owner occupancy, the property may continue without occupancy by the owner for a period not to exceed one year for good cause shown and upon approval of the City Building Official. Thereafter, the property shall be occupied by the owner, or transferred to a different owner who will reside on the premises.
 - iii. Purchasers of homes with an ADU shall register with the City of Okanogan within 30 days of closing of purchase.
 - iv. An affidavit signed by the property owner, shall be submitted to the City Building Official on or before January 1st of every year attesting to continued owner occupancy. Failure to provide the annual affidavit will result in loss of ADU compliance.
 - b. The owner shall record a Deed Restriction and Restrictive Covenants, substantially similar to the sample provided at the end

of this Chapter, with the Okanogan County Auditor, approved by the City of Okanogan, which shall run with the land as long as the ADU is maintained on the property. The property owner shall submit proof that the Deed Restriction and Restrictive Covenants has been recorded with the Okanogan County Auditor's office prior to issuance of the building permit, and shall specify the requirements for owner occupancy, purchaser registration, and annual verification as detailed above.

- c. The ADU, or the land on which the ADU is located, shall not be subdivided or otherwise segregated in ownership from the primary dwelling unit or the land on which the primary dwelling unit is located.
- d. The total number of persons who may occupy the ADU shall not exceed four, regardless of relationship or age.

4. Site Requirements.

- a. Only one ADU shall be allowed per lot. The lot may not contain more than one primary dwelling unit. The ADU is exempt from density limitations due to its small size and low occupancy.
- b. For a Detached ADU, the lot shall have alley access, access to more than one public street, or the lot size shall be at least 5,000 square feet.

5. Minimum Yard Size Requirements – Minimum Yards for Detached ADUs.

- a. Front and side-flanking yards shall comply with the zoning code provisions for the primary residence except when the vehicular entrance to an attached garage or carport faces a street, the entrance shall be set back a minimum of 25-feet from the front property line, and 10-feet from a side flanking property line.
- b. A five-foot (5') side and rear yard setback shall be provided, measured from the property line to the foundation of the structure, except as follows:
 - i. When abutting an alley, there is no required side or rear yard setback from the alley.
 - ii. A Detached ADU may be located in a rear yard and in the side yard, provided:
 - a) If such Detached ADU is to be located less than five feet from any common property line, a joint agreement with the adjoining property owner(s) must be executed and recorded

with the Okanogan County Auditor's Office and thereafter filed with the City, or

- b) If site characteristics warrant such that, in the opinion of the City, impacts to abutting property would be negligible due to, but not limited to, one or more of the following:
 - i. The existing use and development pattern on abutting property.
 - ii. Minimal disruption of solar access to outdoor recreation or garden space on abutting property compared to what may otherwise occur with the application of standard development regulations.
 - iii. Site characteristics such as building a Detached ADU downslope from abutting property.
 - iv. Conversion of a detached accessory building existing as of the date of adoption of this Ordinance to a Detached ADU.

Any minor modification from standard development regulations requested pursuant to this subsection (b)(ii)(b) shall be processed as a request for minor modification pursuant to subsection 2 (a-e) above.

- c) A minimum six feet (6') of separation is required between the primary residence and the Detached ADU.

6. ADU Size

a. Attached ADUs.

- i. An Attached ADU shall not exceed 60 percent of the floor area of the primary dwelling (excluding any related garage area attached to the primary dwelling) or 800 square feet, whichever is less, and shall contain a minimum square footage of no less than one hundred ninety (190) square feet of floor area.
- ii. No more than two bedrooms may be located within an ADU.
- iii. The City Building Official may allow increased size for an Attached ADU in order to efficiently use all, or a portion of, the floor area on one floor of an existing dwelling unit constructed as of January 1, 1995, provided the Attached ADU does not exceed 800 square feet.

- b. Detached ADUs. The floor area for Detached ADUs shall be calculated using the “general” definition of floor area in the Okanogan Municipal Code for the zoning district, and include ancillary space (garage, workshop, garden shed, etc.) within. However, an accessory building that includes a Detached ADU and ancillary space may only exceed 800 square feet when approved by the City of Okanogan through a conditional use permit pursuant to the Okanogan Municipal Code.
- c. Any additions to an existing building and new construction for the purpose of installing an ADU, shall not exceed the allowable lot coverage or encroach into the existing setbacks established for the applicable zoning district in which the structure is located, except as provided in this Chapter.

7. Building Height Requirements.

Building height requirements shall be the same as set forth in the underlying zoning district for residential structures.

8. Parking Requirements.

- a. Not less than three (3) off-street parking spaces shall be required for residential properties containing a principal unit and an Attached or Detached ADU said spaces shall be located as required by underlying zoning district for residential structures; and
- b. Where the property owner converts an existing off-street parking space(s), such as garages, carports, or pads, into an ADU, property owner shall be required to provide equivalent parking spaces, up to and including a total of three parking spaces on the lot for the completed project; and
- c. No more than two required off-street parking spaces can be in the tandem configuration.

9. Utilities.

City utilities and services shall be connected, managed and charged as provided in Title 13 OMC and Chapter 8.04 OMC.

- a. Water, sewer, storm. A primary dwelling unit and an ADU may have a shared water service to a water system, a shared sewer service to a sewer system, and a shared storm service to a storm water management system. A primary dwelling unit and a Detached ADU may have individual or shared service connections. In the event that service is provided by a shared service connection, the primary and ADU shall be charged as one

residential connection if compliance with all requirements of this Chapter are met. However, if the owner requests separate and independent service from each building they will be billed as separate structures. In all cases, the water service shut-off must be accessible to occupants in each unit.

- b. Electrical. A primary dwelling unit and an Attached ADU shall have no more than one electrical service. A primary dwelling unit and a Detached ADU are permitted to have one shared electrical service or two separate electrical services. A separate meter is permitted to serve either an Attached or Detached ADU, subject to compliance with the City's adopted electrical code. A single main service panel may be allowed; provided, that occupants of both dwelling units have access to the service panel supplying their occupancy.
- c. Gas. A primary dwelling unit and ADU may share natural or propane gas services. An accessible shut-off valve must be upstream of the gas meter, on the exterior of the structure(s).
- d. Any utility lines being installed or altered must have their connections inspected as part of the building permit process.

18.70.050 – Deviations and Variances.

In order to encourage the development of housing units for people with disabilities, the City Building Official may allow reasonable deviation from the stated spatial requirements to install features that facilitate accessibility. Such facilities shall be in conformance with the State Building Code as adopted by the City.

18.70.060 – Existing.

That portion of a single-family dwelling structure, which meets the definition of an accessory dwelling, and which was legally in existence prior to the effective date of this Chapter, may continue in existence provided the following requirements are met:

- a. The accessory dwelling complies with the minimum requirements of the State Building Code as adopted by the City related to efficiency dwellings.
- b. The accessory dwelling complies with all of Section 18.70.040 OMC.

18.70.070 – Enforcement.

Administrative, Technical and Procedural Violations – Civil Enforcement

- a. Action. The City Attorney, when authorized by the Mayor, shall bring such injunctive, declaratory, or other legal actions as are necessary to enforce compliance with this Chapter and/or Deed Restriction and Restrictive Covenants For Accessory Dwelling Unit (as required by Section 18.70.040(3)(b)).
- b. Noncompliance. In addition to enforcement action as designated in Section 18.70.070(a), any person who fails to conform to the terms of this Chapter shall also be subject to a civil infraction not to exceed \$250.00 per offense, and the water service shall be billed as the appropriate multifamily unit as outlined in Chapter 13.04 OMC. Each day that a violation exists or continues shall be deemed to be a separate offense.
- c. Notice of Penalty. The civil penalty imposed under Section 18.70.070(b) shall be imposed in writing, served upon the person incurring the same either by mailing certified mail, return receipt requested, or by personal service.

SAMPLE DEED RESTRICTION AND RESTRICTIVE COVENANTS

DEED RESTRICTION AND RESTRICTIVE COVENANTS FOR ACCESSORY DWELLING UNIT (“ADU”)

NO FEE REQUIRED

Pursuant to Okanogan Municipal Code Chapter 18.70

Recorded for the Benefit of the City of Okanogan

This Deed Restriction and Restrictive Covenants For Accessory Dwelling Unit (“Deed Restriction”) is made and executed on this _____ day of _____, _____, by and between the City of Okanogan, a municipal corporation (the “City”) and ADU Owner (the “Owner”).

The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property attached as Exhibit A and incorporated herein, located in the City of Okanogan (the City), State of Washington. Said property is located at _____, with assigned Assessor's Parcel No. _____.

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of an ADU permit for one Accessory Dwelling Unit (ADU).

In consideration of the City approving the establishment of an ADU on this lot, the undersigned hereby covenants, acknowledges and agrees, that:

1. No Separate Sale or Conveyance. The ADU will not be sold separately or otherwise conveyed separately from the primary residence;
2. No Short Term Rental. The ADU may not be rented as a nightly rental or for a term shorter than 30 consecutive days;
3. Owner Occupancy. The owner of the property must reside in either the ADU or in the primary dwelling on the lot as the owner's primary personal residence and legal domicile; and
4. City Ordinances. The attributes and restrictions of the ADU must comply at all times with the City's ADU ordinance (Chapter 18.70 of the Okanogan Municipal Code).

Covenants to Run with the Land. This Deed Restriction will run with the land and will be binding upon all owners, all future owners, their successors, heirs or assigns, and shall continue in effect unless otherwise released by the authority of the City in writing and recorded with the Okanogan County Auditor. Any lease of said specified parcels shall be subject to this restriction which is made for the general benefit of the entire community and which shall run with the land. This Deed Restriction will be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

Release from Deed Restriction and Covenants. The Owner may request that the permitted ADU be removed in the future. Upon such request by the Owner, the City shall provide a recordable "Certificate of Release from and Satisfaction of Deed Restriction and Covenants" to release the property from this Deed Restriction .

Amendments. This Deed Restriction may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Okanogan, Washington.

Enforcement by City. In the event that the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

Recording and Filing. The Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the property with the Okanogan County Auditor.

Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Deed Restriction shall not in any way be affected or impaired thereby.

Land Owner

Date

STATE OF WASHINGTON)
County of Okanogan) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: _____

Signed _____

Notary Public in and for the State of Washington; residing
at: _____

My Commission Expires: _____

SECTION 2 – SEVERABILITY. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of the Ordinance.

SECTION 3 – EFFECTIVE DATE. This Ordinance shall become effective from and after its passage by the City Council, approval by the Mayor, and five (5) days after publication of this Ordinance, or a summary thereof, as required by law.

PASSED by the City Council of the City of Okanogan, Washington, at their regular meeting this ____ day of _____, 2025.

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

APPROVED AS TO FORM:

W. Scott DeTro, City Attorney



May 27, 2025

Ms. Jessica Blake
Clerk-Treasurer
City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

SUBJECT: PROGRESS ESTIMATE 3, ELMWAY WATER MAIN EXTENSION -
PHASE 3
CITY OF OKANOGAN, OKANOGAN COUNTY, WASHINGTON
G&O #24887.00

Dear Ms. Blake:

We have enclosed Progress Estimate 3 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>	<u>Total Amount Earned this Period</u>
\$86,493.91	\$4,178.45	\$90,672.36

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

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/ch
Encl.
By email

PROGRESS ESTIMATE 3

MAY 27, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
APRIL 25, 2025 TO MAY 19, 2025

PROJECT:
CITY OF OKANOGAN
ELMWAY WATER MAIN EXTENSION - PHASE 3
G&O JOB NUMBER #24887

CONTRACTOR:
RUDNICK & SONS, LLC
61 EAST DRY COULEE ROAD
OKANOGAN, WA 98840

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 and Demobilization	1	LS	\$10,000.00	0.00%	85.00%	\$0.00	\$8,500.00	85%
2	Trench Excavation Safety Systems	1	LS	\$650.00	10.00%	100.00%	\$65.00	\$650.00	100%
3	Temporary Erosion Control	1	LS	\$1,500.00	10.00%	100.00%	\$150.00	\$1,500.00	100%
4	Traffic Control	1	LS	\$38,000.00	10.00%	100.00%	\$3,800.00	\$38,000.00	100%
5	SPCC Plan	1	LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
6	Exploratory Excavation	15	EA	\$980.00	0.00	19.00	\$0.00	\$18,620.00	127%
7	Controlled Density Fill	9	CY	\$200.00	0.00	2.00	\$0.00	\$400.00	22%
8	Clearing and Grubbing	1	LS	\$18,000.00	0.00%	100.00%	\$0.00	\$18,000.00	100%
9	Minor Change	1	CALC	\$30,000.00	0.00%	14.94%	\$0.00	\$4,480.99	15%
10	Foundation Gravel	40	CY	\$54.00	0.00	15.00	\$0.00	\$810.00	38%
11	Bank Run Gravel for Trench Backfill	670	CY	\$29.00	0.00	265.00	\$0.00	\$7,685.00	40%
12	Casing Pipe 30 In. Diam. - Elgin Creek Crossing (Jack and Bore)	1	LS	\$122,000.00	0.00%	100.00%	\$0.00	\$122,000.00	100%
13	PVC Pipe for Water Main 12 In. Diam. (Incl. Bedding Material)	1,220	LF	\$127.00	0.00	1,250.00	\$0.00	\$158,750.00	102%
14	DI Pipe for Water Main 12 In. Diam. (Incl. Bedding Material)	100	LF	\$160.00	0.00	70.00	\$0.00	\$11,200.00	70%
15	DI Pipe for Fire Hydrant 6 In. Diam. (Incl. Bedding Material)	9	LF	\$340.00	0.00	12.00	\$0.00	\$4,080.00	133%
16	Gate Valve 12 In.	1	EA	\$4,500.00	1.00	1.00	\$4,500.00	\$4,500.00	100%
17	Fire Hydrant Assembly	3	EA	\$9,500.00	0.00	3.00	\$0.00	\$28,500.00	100%
18	Water Main Fittings	1	LS	\$9,000.00	10.00%	100.00%	\$900.00	\$9,000.00	100%
19	Additional Water Main Fittings	1,000	LB	\$3.40	0.00	1,295.00	\$0.00	\$4,403.00	130%

PROGRESS ESTIMATE 3

MAY 27, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
APRIL 25, 2025 TO MAY 19, 2025

PROJECT:
CITY OF OKANOGAN
ELMWAY WATER MAIN EXTENSION - PHASE 3
G&O JOB NUMBER #24887

CONTRACTOR:
RUDNICK & SONS, LLC
61 EAST DRY COULEE ROAD
OKANOGAN, WA 98840

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
20	Additional Concrete Thrust Block	9	CY	\$163.00	0.00	3.50	\$0.00	\$570.50	39%
21	Connection to Existing System	1	EA	\$8,000.00	1.00	1.00	\$8,000.00	\$8,000.00	100%
22	Observation Well Decommissioning	1	LS	\$1,100.00	100.00%	100.00%	\$1,100.00	\$1,100.00	100%
23	Cement Concrete Traffic Curb	20	LF	\$75.00	20.00	20.00	\$1,500.00	\$1,500.00	100%
24	Crushed Surfacing Top Course	300	TN	\$65.00	0.00	215.00	\$0.00	\$13,975.00	72%
25	HMA for Pavement Repair Cl. 3/8 In. PG 64H-28	150	SY	\$82.00	43.00	43.00	\$3,526.00	\$3,526.00	29%
26*	HMA for Pavement Repair Cl. 3/8 In. PG 64H-28 (SR 215)	365	SY	\$152.00	389.00	389.00	\$59,128.00	\$59,128.00	107%
27	Site Restoration and Rehabilitation	1	LS	\$9,000.00	10.00%	100.00%	\$900.00	\$9,000.00	100%
*Quantities/Unit Price Revised per Change Order 1.									
CHANGE ORDERS:									
CO1	Item 1 - Extend Northern Terminus of New 12-Inch Water Main from STA 24+00 to STA 25+35	1	LS	\$20,620.00	0.00%	100.00%	\$0.00	\$20,620.00	100%
	Item 2 - Realignment of New 12-Inch Water main South of Elgin Creek Crossing - See Bid Item 26 above								
	Item 3 - New 5/8" x 3/4" Water Service Connection	1	LS	\$3,993.33	0.00%	100.00%	\$0.00	\$3,993.33	100%

PROGRESS ESTIMATE 3

MAY 27, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
APRIL 25, 2025 TO MAY 19, 2025

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ELMWAY WATER MAIN EXTENSION - PHASE 3
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RUDNICK & SONS, LLC
61 EAST DRY COULEE ROAD
OKANOGAN, WA 98840

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$83,569.00	\$563,491.82
SALES TAX 8.50%	\$7,103.36	\$47,896.80
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$90,672.36	\$611,388.62
LESS 5% RETAINED (BEFORE TAX)	\$4,178.45	\$28,174.59
TOTAL EARNED TO DATE LESS RETAINAGE		\$583,214.03
<u>LESS AMOUNTS PREVIOUSLY PAID</u>		
PROGRESS ESTIMATE 1		\$286,778.32
PROGRESS ESTIMATE 2		\$209,941.80

TOTAL PAYMENT NOW DUE: \$86,493.91 \$86,493.91

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$546,177.00
CONTRACT AMOUNT WITH CHANGE ORDERS \$612,590.33
CONTRACT PERCENTAGE TO DATE 92%

PROGRESS ESTIMATE 3

MAY 27, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
APRIL 25, 2025 TO MAY 19, 2025

PROJECT:
CITY OF OKANOGAN
ELMWAY WATER MAIN EXTENSION - PHASE 3
G&O JOB NUMBER #24887

CONTRACTOR:
RUDNICK & SONS, LLC
61 EAST DRY COULEE ROAD
OKANOGAN, WA 98840

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

GRAY & OSBORNE, INC.



DAVID G. ELLIS, P.E.

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

RUDNICK & SONS, LLC



CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL					TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	
1	MARCH 10, 2025 TO MARCH 22, 2025	\$236,033.00	8.50%	\$20,062.81	\$42,484.16	\$11,801.65	\$286,778.32
2	MARCH 23, 2025 TO APRIL 25, 2025	\$243,889.82	8.50%	\$20,730.63	(\$42,484.16)	\$12,194.49	\$209,941.80
3	APRIL 25, 2025 TO MAY 19, 2025	\$83,569.00	8.50%	\$7,103.36	\$0.00	\$4,178.45	\$86,493.91
TOTAL:		\$563,491.82		\$47,896.80	\$0.00	\$28,174.59	\$583,214.03

Multiforce Systems Corporation

Customer Software License and Support Services (CSS) Agreement

Table of Contents

1. Scope.....	3
1.1 Service Dates and Review Period.....	3
2. Services Covered.....	4
2.1 Multiforce Responsibility	4
2.2 Remote Help Desk Assistance	4
2.3 Guaranteed Response Times	4
2.4 On-Site Assistance.....	5
2.5 Resolution Times	5
3. Clients Utilizing FuelServe.net.....	5
3.1 Multiforce Responsibilities	5
3.2 Client Responsibilities	5
3.3 Guaranteed Uptime	6
3.4 Uptime Measurement	6
4. Support with Fleet Cards	6
5. FuelForce® On Premise Software Updates.....	7
6. Software Manual Updates.....	7
7. Exclusions	7
8. Hardware	8
8.1 FuelForce® Hardware Maintenance (optional).....	8
8.2 Items excluded from Fuelforce Hardware maintenance.	9
9. Limitation of Service	9
9.1 Non-Qualified Products.....	9
9.2 Non-Supported Software Versions.....	9
9.3 End of Life (EOL) Components.....	10
9.4 New Software Modules.....	10
10. Prerequisites.....	10
10.1 System Manager	10

10.2 Covers Purchased Software.....	11
10.3 Covers All Software Purchased	11
10.4 Current Release	11
11. Responsibilities of the Customer	11
11.1 Reasonable Access	11
11.2 On-prem Backup and Recovery	11
Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Customer, and for reconstructing any lost or altered files, data, or programs.	11
11.3 Following Routine Procedures	11
11.4 Customer Presence	11
11.5 Proprietary Information	12
12. Software License and Use Limitations	12
12.1 License Grant and Right of Use Limitations	12
12.2 Copyright Restrictions	12
13. Term, Billing and Termination.....	13
13.1 Term.....	13
13.2 Fees	13
13.3	Early Termination
13	
13.4 Effects of Termination	14
14. General Terms and Conditions	14
14.1 Affirmative Action in Employment.....	14
14.2 Availability / Usability / Disclaimer of Warranties	14
14.3 Internet	15
14.4 Limitation of Liability.....	15
14.5 Taxes	15
14.6 Compliance with Laws	16
14.7 Governing Law	16
14.8 Dispute Resolution	16
14.10 Choice of Law & Consent to Jurisdiction	17
14.11 Customer Software License and Support Services (CSS) Agreement.....	17

This document provides an overview of the services and support provided by Multiforce Systems to the customer of Fuelforce. Customers may have more specific contracts concerning areas not covered by this Service Level Agreement.

1. Scope

The customer's fuel management service depends on hardware, software and services that are provided, maintained, and supported by Multiforce Systems corporation.

This Service Level Agreement (SLA) document describes what level of support and availability the customer is guaranteed to receive from Multiforce Systems Corporation. It covers the procedures the customer needs to follow in order to enable Multiforce Systems Corporation to provide support. It also explains what penalties will be applied to Multiforce Systems Corporation should we fail to meet the service levels covered in this document.

This SLA is between:

Multiforce Systems Corporation	Customer
101 Wall Street Princeton, NJ 08540 609-683-4242	{Customer Name} or {Prospect Name}

1.1 Service Dates and Review Period

This Service Level Agreement (SLA) begins on the first day of the customer accepting the contract and ends when the customer opts to cancel the fuel management service being provided by Multiforce Systems Corporation.

2. Services Covered

2.1 Multiforce Responsibility

The Multiforce Customer Service Department is Responsible for Customers' account to provide ongoing support and for assuring that all other support services are being provided to the Customer as specified herein.

2.2 Remote Help Desk Assistance

Multiforce Help Desk personnel will supply technical support and assistance in the use of Multiforce software or for trouble shooting hardware problems. Assistance may include communicating via remote access terminal from Multiforce to the Customer's host computer or site controller.

The Customer System Manager should report a system related issue or question via email to customersupport@fuelforce.com, which will generate a return email with an incident number. Multiforce will assign the incident to a technical support person to address the reported problem. For customers with phone support, the System Manager may also call the Help Desk using our specified toll-free number and they will be provided with an incident number by our technical support team member.

Software Help Desk support includes correcting programming errors, explaining database relationships, recommending operating procedures, and providing updates to the system. It does not include on-site installation of updates.

The Customer System Manager must be trained in the use of the system. Help Desk Support does not include additional telephone or on-site training. Training may be purchased from Multiforce as needed by contacting Customer Support.

2.3 Guaranteed Response Times

When the customer contacts Multiforce Systems about a support issue we promise to respond in a timely fashion.

The response time measures how long it takes Multiforce to respond to a customer's support requested raised via emailing to our support system or via phone call.

Response times apply during Multiforce Systems standard working hours (M-F 8am-6pm Eastern Time) only, exclusive of Multiforce Holidays, unless the customer has a contract addendum that provides support outside of normal support hours. This does not include holidays.

Subject to the above limitations, Multiforce will respond to support requests within four (4) hours. Multiforce is deemed to have responded when we have replied to the customer's initial request, either via email or phone call. This initial contact may be to provide a solution or to request more information.

2.4 On-Site Assistance

While most software issues can be resolved by remote access, on Customer request Multiforce will dispatch an authorized service representative (ASR) to a customer site for on-site support at a mutually agreed time. This agreement does not cover the cost of on-site support. The cost of on-site visit will be quoted at time of request.

On-site assistance is limited to isolating, identifying, verifying, and correcting problems associated with Multiforce products. Multiforce representatives will not be responsible for third party products or for Multiforce products which have been modified by the Customer or installed improperly. The cost to correct Customer or installer caused failures will be the customer's responsibility.

2.5 Resolution Times

Multiforce will attempt to resolve the customer's problems as swiftly as possible. We understand that the customer's use of Fuelforce is key to its fuel management operations.

Because the nature and root causes of problems can vary, Multiforce is unable to provide guaranteed resolution times. Multiforce will always make its best effort to resolve customer problems as quickly as possible. We will also provide frequent progress reports to keep the customer notified of our progress in resolving the problem.

Multiforce will inform the customer via phone or email when the problem is resolved or if further information is required. If the customer does not respond to the email or phone call within seven (7) working days, the issue will be considered resolved and the ticket will be closed.

3. Clients Utilizing FuelServe.net

Multiforce will provide each customer with a unique URL. Authorized users will create a login email address and a password that will allow them to view and/or modify data as permitted by the Customer. Data can include vehicle, driver, department, cards, keys, tank level sensor information, and transaction records. They will also have access to the Summary Dashboard information and your account information. The full FuelServe program includes telephone support and the daily backup of your data. Your transaction should be current in your account within six hours at any time.

3.1 Multiforce Responsibilities

Multiforce provides and maintains fuelservice.net, used by the customer to monitor and manage their fuel management system. Multiforce will make the system available through a secure web portal.

3.2 Client Responsibilities

The customer will use fuelservice.net as intended. The customer is responsible for compliance with all laws and regulations in any jurisdiction related to the use of the system, including hardware, software, and services.

At customer's sole cost and expense, the customer will insure, indemnify, and hold harmless Multiforce Systems Corporation for any violations, real or alleged, of any laws or regulations relating to the use of Fuelservice.net with the customer's users and customers. Customer will cooperate fully in defense of such claims.

Additionally, The customer will:

- Provide Multiforce with access to hardware, software, and services for maintenance, upgrades and troubleshooting purposes.
- Notify Multiforce Systems Corporation when problems arise.
- Keep Multiforce aware of authorized customer representatives and their contact information.

3.3 Guaranteed Uptime

To allow the customer to manage their fueling infrastructure Multiforce guarantees the availability of the following components for a certain percentage of time.

- Multiforce controller hardware is guaranteed to have a 99.9% uptime.
- The availability of Fuelservice.net is guaranteed to be a 99.9% uptime.

3.4 Uptime Measurement

Uptime is measured over each calendar month. It is calculated to the nearest minute based on the number of minutes in the current month. Scheduled downtime and maintenance windows are excluded from uptime calculations. There is 1 hour of optional scheduled downtime during normal business hours, taking place at 11am, Eastern Time Monday through Friday. Once a month we have an optional maintenance window on Saturdays starting at 11am Eastern Time. These downtimes do not affect fueling at the controller or controller uptimes.

4. Support with Fleet Cards

For FuelForce® systems that authorize transactions through a network provider (Heartland Payment systems, NBS, Wright Express, Elavon, etc.) Customer will be required to contact their fleet card company to report and gain resolution on card and fueling authorization related issues. After reviewing a specific situation, the fleet card company may contact Multiforce for assistance in resolving an issue.

5. FuelForce® On Premise Software Updates

For Customers licensing the on-premises version of the Software, we will notify customers when an update to the FuelForceSQL software is available.

However, if remote telephone assistance is required to install a update to the software, the User may request help by replying to the email string and a customer support representative will respond.

Multiforce supports any Microsoft® Operating System and SQL Server versions that are currently under Mainstream or Extended Support. The Customer can learn which Microsoft® products are currently under Mainstream or Extended Support by visiting the Microsoft® Support Lifecycle Website (<http://support.microsoft.com/lifecycle/>).

6. Software Manual Updates

The Customer's System Manager may request an electronic copy of the appropriate software update documentation as Multiforce makes them available.

7. Exclusions

Multiforce Systems corporation will do everything in our power to resolve problems in a timely manner. However, this SLA DOES NOT apply to the following:

- Any hardware, software, or services 3rd party or otherwise that are not listed above.
- Software, Hardware, or services not purchased or managed by Multiforce Systems Corporation.
- The issue was caused by the customer using our hardware, software or services in a manner that is not recommended by Multiforce Systems Corporation.
- The customer has prevented Multiforce Systems corporation from performing required maintenance or service to the software, hardware, or services, or failed to cooperate fully with Multiforce Systems regarding the same.
- The customer has made unauthorized changes to the hardware, software, or services.
- The problem was caused by FuelForce fuel controllers with a manufacture date greater than 10 years ago, communication systems that are no longer supported by the manufacturer or network carrier and unsupported versions of the following web browsers (Mozilla Firefox, Google Chrome, Apple Safari, Microsoft Edge).

Additionally, this Service Level Agreement does not apply when:

- The customer is in breach of its contract with Multiforce Systems corporation for any reason. (Violation of terms, non or late payment, etc.)
- In circumstances that are beyond Multiforce Systems Corporation's control. For example: Extreme weather, Floods, Acts of God, war or civil unrest.

8. Hardware

Title to any Hardware provided hereunder shall pass to the Customer upon full payment of any related fees to Multiforce and upon delivery of the ordered Hardware to the Customer site. Hardware is provided without warranty unless Customer purchases optional hardware maintenance in which case the below protections shall apply.

8.1 FuelForce® Hardware Maintenance (optional)

With the purchase of hardware maintenance support under this Agreement Multiforce will repair or replace any FuelForce® hardware component covered by this agreement (for excluded items see Section 8.2) that has failed in service due to normal wear and tear during the term of this agreement. It does not apply to parts showing evidence of damage caused by abuse, misuse, Force Majeure, spilled beverages, poor packaging, dropping or mishandling system, installation of non-Multiforce components, customer or third-party modifications, improper repairs, extreme environmental conditions, electrical failure, or negligence as determined solely by Multiforce.

To qualify for a no charge repair or replacement, the agreement must be paid in full for the term of the agreement and the Customer must contact Multiforce via email to customersupport@fuelforce.com and be provided by the Multiforce Technical Support team member with a Return Material Authorization (RMA) ticket. We will email the System Manager a return label referencing the RMA with instructions on returning the part.

The Customer is responsible for packaging the failed component in a manner that protects it from further damage. If upon inspection, the component appears to have been damaged enroute to Multiforce, the Customer will be charged for any repair or replacement required.

Multiforce will repair or replace the failed component within 2 weeks of receipt of damaged product and will return it to the Customer defined shipping address via ground delivery (3-5 business days) service at Multiforce cost. The Customer may request an expedited repair and/or delivery for additional cost. Items returned without an RMA will not be repaired or replaced.

At the Customer's request and based on the availability of a replacement component, Multiforce will ship a replacement part against an RMA prior to receipt of the failed component. This will expedite the service and provide packaging to help ensure proper protection of the returned failed component. NOTE: If Cross Shipping a part the Customer must return the failed part within 15 days to avoid being billed for the replacement part.

8.2 Items excluded from Fuelforce Hardware maintenance.

1. Cellular modems
2. Prox-readers supplied by customers or Multiforce
2. identiFUEL units
3. Heaters
6. Printers
7. QuikQ products

9. Limitation of Service

9.1 Non-Qualified Products

The following non-qualified products will not be covered under this agreement:

- Any item not manufactured and assembled by Multiforce
- Any product supplied by Multiforce, which has been modified by the Customer without specific written authorization from Multiforce
- Customer provided network communication hardware and cables.
- Specific Third-Party items integrated with the FuelForce® System such as, but not limited, to cell modems, bar code readers, proximity card readers, magnetic stripe card readers, RFID wireless components, automatic tank gauging equipment, and GPS tracking systems, all of which are covered by their Manufacturer's Warranty.

If the Customer does not allow Multiforce to incorporate engineering changes into products being maintained under this service, said products shall then be considered non-qualified Products and shall be deleted from coverage.

Support services provided for non-qualified products shall be subject to additional fees should such service be required for a malfunction caused by said product. Multiforce will provide customer with a quote for the services provided.

9.2 Non-Supported Software Versions

Multiforce will only support software not marked EOL (end of life). The cost to upgrade the Customer's application from a non-supported to a currently supported version will be charged to the Customer..

9.3 End of Life (EOL) Components

At some point all computer systems reach the end of their business life. This can happen when the component manufacturer stops selling the component and does not offer a replacement that can be used in the FuelForce® systems. Multiforce usually learns about an EOL component several months to a year before it is no longer available. We make every effort to stockpile enough of these components to meet our support needs for a year or more.

Customers with a hardware maintenance agreement will be given priority for EOL components; but eventually we must provide a new component to replace the obsolete one. In that event, there may be a cost to upgrade your system. Often parts become obsolete because a newer component with better performance or new modules replaces it. Multiforce takes advantage of these situations whenever possible to provide a better performing system. This new system will be offered to our customers who hold a Hardware Maintenance agreement as a system upgrade at a discount.

The price of the upgrade will vary depending on the cost of the new components and the value of the new modules. The new item will be covered for the remainder of the current term of the existing agreement. Any change in support cost will not go into effect until the subsequent contract term.

9.4 New Software Modules

To keep our customers current with technology, Multiforce continues to develop new software that may be included in an update, new modules, or new software versions that improve the functionality of the system and offer improved value to the Customer. Unlike Software updates, new modules or new software versions may require an upgrade license fee.

10. Prerequisites

10.1 System Manager

For FuelForce® software, a trained Customer System Manager is responsible for maintaining the integrity of the system's hardware and software and a trained designated alternate (backup) must be identified as the customer contact for Multiforce. Use of the Multiforce Response Center for telephone assistance and requests for on-site or remote access assistance are limited to the designated System Manager or alternate if the System Manager is unavailable.

The System Manager or backup may request that the Multiforce Help Desk contact a different person such as a district fleet person, IT person or a service contractor to resolve a specific issue. An email request to customersupport@fuelforce.com created by the System Manager or backup referencing the contact including name and phone number along with the description of the problem, will be opened under the System Manager or backup. Replies will include any persons who were copied on the email request.

10.2 Covers Purchased Software

Customer Support Service can only be purchased for Multiforce Systems for which the right to use the associated software products comprising software licenses and limited rights to use, has also been purchased.

10.3 Covers All Software Purchased

Customer Support Service must be purchased for all the Multiforce software products. Customer Support Service cannot be purchased for specific software products while omitting others.

10.4 Current Release

Before Multiforce commences to supply Customer Support Services, all system software products must be at the current or the most recently superseded version release and update level and must not be modified in any manner by the customer or by a third party without written authorization from Multiforce.

11. Responsibilities of the Customer

11.1 Reasonable Access

Customer shall provide Multiforce with reasonable access to and use of all information and facilities determined necessary by Multiforce to support the products. Reasonable access means access via remote modem using GoToAssist® or similar access tool. The Customer may restrict access by requiring that Multiforce request permission prior to accessing the application. Without this type of remote access, Multiforce will provide on-site support at rates to be quoted.

11.2 On-prem Backup and Recovery

Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Customer, and for reconstructing any lost or altered files, data, or programs.

11.3 Following Routine Procedures

Customer shall follow routine operator procedures as specified in the Multiforce Operating Manuals for the products.

11.4 Customer Presence

A representative of the Customer shall be always present at the site service is being performed by Multiforce. Multiforce personnel will not enter or remain at a customer's facility without them.

11.5 Proprietary Information

Subject to any confidentiality provisions in any other agreement between Multiforce and customer, customer is responsible for the safeguarding of its proprietary and classified information. However, both parties are responsible for safeguarding Confidential Information known by reason of work under this Agreement. Each party will use the same standard of care, and will bind their employees, agents, or representatives to such standard, to prevent disclosure of such proprietary and classified information as each uses to protect its own confidential information and trade secrets.

12. Software License and Use Limitations

12.1 License Grant and Right of Use Limitations

Subject to the terms of this Agreement, Multiforce grants to Customer and Customer accepts a revocable, nonexclusive, non-assignable, and nontransferable limited license to use the Software solely in the US or Canada, as applicable, by Customer's personnel in the conduct of Customer's own business or its internal operations. The license granted hereunder is personal to the Customer.

Customer acknowledges that Multiforce owns all right, title, and interest in and to the Software, including all intellectual property rights embedded therein, and that the Software is unpublished and constitutes Multiforce copyrighted material and trade secrets. Customer is granted only a right to use the Software, which right of use is not coupled with an interest and is revocable in the event of Customer's breach of the terms hereof. Multiforce retains all ownership interests in the Software and all intellectual property rights embedded therein. No title to or ownership of the Software is hereby transferred to the Customer.

Customer shall not itself, and shall not permit any other party to, by any means : (a) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the Software; alter, modify, or prepare derivative works of the Multiforce Software or FuelForce® System; or use any Multiforce intellectual property or trade secrets to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the FuelForce® System; (b) use the FuelForce® System in a service bureau or time sharing environment; (c) alter, remove, or suppress any copyright, trademark, or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on any Multiforce property; or (d) sell, sublicense, lease, assign, pledge, mortgage, encumber, transform, or otherwise distribute, dispose of, or transfer any Multiforce property, this Agreement, or any of the rights or obligations granted or imposed on Customer hereunder. Any attempt to do so shall be void and this Agreement shall automatically terminate without notice concurrently therewith.

12.2 Copyright Restrictions

All updates to or derivatives of the Multiforce computer software provided by this service are copyrighted and may not be copied except for archival purposes to replace a defective copy, or for program error verification by Customer. Multiforce copyrighted materials may not be copied into any media (e.g., USB drives, memory cards, etc.) for any other purposes.

The authorization to duplicate copyrighted materials hereunder shall not be construed to grant the

Customer or Customer's customer the right to use Multiforce copyrighted material in any manner other than that which is provided in this agreement or otherwise approved in writing by Multiforce.

The Customer agrees to label each copy of the updates to or derivatives of the software with the following copyright notice:

“Copyright Multiforce Systems Corporation, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002-2023 Copy made by permission of Multiforce Systems Corporation.”

13. Term, Billing and Termination

13.1 Term

This Agreement is effective as of the date of the last signature and shall last one year. The Agreement shall renew for subsequent one-year terms unless either party, at least 30 days prior to the expiry of a term, provides written notice to the other party of its intent not to renew the Agreement.

13.2 Fees

All fees for the licensing of the Software and related support, maintenance and professional services shall be as stated in a written invoice. Customer shall make payment for the services within thirty (30) days of receipt of the invoice. Customer shall not be entitled to any refund. If Customer fails to make payments when due, such failure shall be deemed a material breach of this Agreement and the Customer's right and license to use the Software shall be revoked.

Additional support services may be added to this agreement during the coverage period. The cost of these additional services will be prorated over the remaining portion of the coverage period.

13.3 Early Termination

During the Term, this Agreement may be terminated only as follows:

- a) By either Party for a material breach hereof by the other which remains uncured thirty (30) days after notice of such breach; or
- b) By Multiforce immediately: (i) for any breach of section 12.1 of this Agreement (*License Grant and Right of Use Limitations*); (ii) if Customer fails to make payments when due; (iii) if Customer becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits appointment of a receiver for its business or assets, becomes subject to any proceedings under any domestic or foreign bankruptcy or insolvency law, or is liquidated.

Any cure period exercised hereunder shall not serve to toll, release, or reduce the Parties' respective obligations or liability hereunder.

13.4 Effects of Termination

Upon termination or expiration of this Agreement for any reason: (i) Customer shall immediately cease all uses of the Software, remove all copies from any equipment on which they have been installed, return them with all other Multiforce property, and provide Multiforce written certification of the foregoing; (ii) the license and all other rights and obligations of the Parties shall immediately terminate except for the provisions hereunder that by their content and context are intended to survive termination or expiration hereof, which provisions shall continue and survive in full force and effect; and (iii) Customer shall immediately pay any amounts invoiced by Multiforce that remain due or outstanding.

14. General Terms and Conditions

14.1 Affirmative Action in Employment

Multiforce shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Multiforce will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement.

14.2 Availability / Usability / Disclaimer of Warranties

Multiforce will use reasonable efforts to work with Customers to maintain equipment and services but cannot guarantee availability of equipment or services and is not responsible for any defects that may exist in its equipment or services or for any losses or consequential damages Customers may incur as a result of using its equipment or services. Except as expressly set forth in this Agreement, any equipment, software or services provided hereunder are provided "as is" and Multiforce disclaims all warranties, representations or conditions, whether written, oral, express, implied, statutory or based on course of dealing or trade usage or practice, including without limitation, warranties of satisfactory quality, merchantability, non-infringement or fitness for a particular purpose. Customers should not assume that the operation of the products, services, deliverables and equipment will be uninterrupted, secure, or error free, nor should you assume that it is suitable for your particular purpose. Multiforce does not warrant any software or services that it makes available to you, and you use it (or them) at your own risk.

14.3 Internet

Multiforce assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or transactions, except to the extent such problems are solely caused by a defect in the Multiforce software or equipment. Multiforce is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, or software. Further Multiforce assumes no liability for any losses related to the above outlined failures.

14.4 Limitation of Liability

IN NO EVENT WILL MULTIFORCE BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE

THE HARDWARE OR SOFTWARE OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF MULTIFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MULTIFORCE'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO THE HARDWARE AND SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL BE EQUAL TO THE ACTUAL FEES PAID BY THE CUSTOMER TO MULTIFORCE OVER THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY IN WHICH CASE THE LOWEST LEGALLY PERMITTED AMOUNT SHALL APPLY.

MULTIFORCE MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. MULTIFORCE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING

14.5 Taxes

Unless stated otherwise, all amounts specified in connection herewith do not include and are net of all sales, use, customs, or value added taxes, duties, excises, or tariffs, or other similar assessments arising under or otherwise incurred in connection with this Agreement, including taxes on processing services, telecommunications, and data, and personal property taxes on hardware, but excluding taxes based on Multiforce's net income ("Taxes"). Taxes shall include currency control restrictions and other related costs or liabilities incurred by or imposed on Multiforce hereunder. Unless stated otherwise, all amounts for Taxes, however designated or levied, shall be Customer's sole responsibility and shall not be subject to withholding, set-off, or reduction for any reason. If Customer is prohibited by law from making payments hereunder free of withholding, set-off, or reduction, Customer shall immediately notify Multiforce and pay Multiforce an additional sum so that the total amount actually received by Multiforce is equal to the amount Multiforce would have

received but for such withholding, set-off, or reduction. Customer shall promptly provide Multiforce originals of all documents confirming governmental tax designations (e.g., exemption, self-assessment rights). Customer shall indemnify and hold harmless Multiforce from and against all claims, actions, judgments, liabilities, expenses, and costs, including penalties and interest, arising from or in connection with Customer's failure to report or pay Taxes or otherwise comply with the requirements of this section.

14.6 Compliance with Laws

Customer shall comply with all laws, rules, and regulations directly or indirectly applicable to the subject matter of and its performance under this Agreement, including regulations under the US Export Administration Act and the US Foreign Corrupt Trade Practices Act. Customer shall not directly or indirectly export or otherwise remove the Software or any portion thereof from the US. Customer acknowledges and agrees that it shall neither undertake nor cause, nor permit to be undertaken, any activity in connection herewith that either is illegal under or would cause Multiforce to be in violation of any laws in effect in any country. Customer shall indemnify and hold harmless Multiforce for Customer's failure to comply with this section.

14.7 Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to principles governing conflicts of law. The venue for any dispute hereunder shall be set in the State of New Jersey. Customer expressly consents to and hereby waives any objections to jurisdiction or venue in any proceeding arising hereunder or related hereto.

14.8 Dispute Resolution

Should any disagreement arise regarding the performance of the terms and conditions of this Agreement by any party to this Agreement (a "Dispute"), the parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level. Multiforce and the Customer will seek to resolve such Disputes through good faith, amicable discussions, mediation and negotiations. Any Dispute, controversy, claim, question or difference arising out of or relating to the Agreement or any alleged breach hereof, which cannot be resolved by good faith negotiation shall be resolved through mediation with a mutually agreeable mediator (the "Mediator"), which may be initiated by either party upon written notice to the other party. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. The parties shall bear their direct expenses of the mediation. All other expenses of the mediation, including required travel and other expenses of the Mediator, shall be shared equally by the parties unless they agree otherwise. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of same shall be maintained in strict confidentiality, unless otherwise agreed or as needed by either party to enforce such an agreement. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover relief, excluding Attorney fees, unless if ordered by a court of competent jurisdiction. Any request for mediation of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which

Multiforce concludes performance under this Agreement. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the mediation process.

14.9 Complete Agreement

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. This Agreement sets forth the sole and entire understanding between Multiforce and Customer with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on Multiforce or Customer unless agreed to in writing by both parties.

14.10 Choice of Law & Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of New Jersey, without regard to its laws relating to conflict or choice of laws. Any litigation or other legal matter regarding this Agreement or the performance of this Agreement by either party must be brought in a court of competent jurisdiction in Somerset County, New Jersey.

14.11 Customer Software License and Support Services (CSS) Agreement

Please complete and email one copy of this form to invoicing@fuelforce.com or fax to (609) 683-4835

FuelForce® **Support – Hardware/Software/Fuelserve.net**

Customer Support Period:	Begin: Month_____Day____Year_____		
	End: Month_____Day____Year_____		
By:			
Authorized Customer Representative:	Name _____ Phone# _____	Email Address _____	Cell# _____
Address for Invoicing	Address _____		

	City		
	State		
Address for Shipping	Address: City State		
Accounting/Invoice Contact	Name Phone#	Email Address	Cell#
System Manager	Name Phone#	Email Address	Cell#
Multiforce Systems Corporation	Joe Kuriger, General Manager		
Signature		Date	

**CITY OF OKANOGAN
COUNCIL MINUTES
May 20, 2025**

CALL TO ORDER

The Regular Meeting of the Okanogan City Council was called to order by Mayor Turner at 7:00 p.m. and those present stood for the Pledge of Allegiance.

The following were:

Present: Mayor Wayne L. Turner Councilmembers: Lisa Bauer, Robert Gillespie, Eric Lind Sr., John Lyles, Greg Oyler, Steve Streeter, and Denise Varner.

Also Present: Clerk Treasurer Jessica Blake, Deputy Clerk Treasurer Susan Stewart, Public Works Director Shawn Davisson, and through zoom City Planner Christopher Johnson.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Turner asked if there were any alterations to the Agenda or Consent Agenda. Bauer moved, seconded by Varner to approve the Agenda and Consent Agenda as presented. Mayor Turner asked if there were any objections to the motion. Seeing no objection raised, the motion passed without objection.

EXCUSE COUNCILMEMBERS

Steve Streeter was excused with passage of the Agenda and Consent Agenda but was present at the meeting.

APPROVAL OF MINUTES

The Minutes of the Regularly Scheduled Council Meeting of May 06, 2025, were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 56100 through 56132 dated May 20, 2025 in the amount of \$77,407.29.

PUBLIC COMMENT

Mayor Turner opened the floor for Public Comment. Seeing none raised, Public Comment was closed.

DEPARTMENT HEAD REPORTS

Director of Public Works Davisson submitted a written report. In addition, he announced the following:

- ❖ Monitoring the Elmway water main extension project
- ❖ Monitoring the 3rd Avenue project
- ❖ Performed securing the gazebo at Legion Park

Building Official/Permit Administrator Forbus submitted a written report and was excused from the meeting.

Fire Chief Armstrong submitted a written report and was excused from the meeting.

Code Enforcement/Assistant Permit Administrator Caswell submitted a written report and was excused from the meeting.

Clerk's Office submitted a written report and in addition Clerk Treasurer Blake announced the following:

- ❖ Mayor Turner and Councilmember Gillespie reviewed the Annual Report
- ❖ Submitted the Annual Report to the State Auditor's Office
- ❖ Mr. Weitman signed the purchase agreement and it has been forwarded to the Title Company, closing is scheduled for on or before June 6th.
- ❖ Tentatively scheduled a meeting with the Okanogan County Sheriff's Office on June 5th at 2pm for negotiations of our expiring agreement.

Planner Johnson reviewed the Staff Memorandum regarding ADUs and answered questions regarding it. In addition, he reported the following:

- ❖ Met with Okanogan School District Superintendent Quick and their architects and development team regarding the High School and Elementary School projects. They discussed the multiple zoning of the various properties and the possibility of some parcel consolidation and re-zoning to meet with the current standards.
- ❖ Boat Launch rehabilitation is a work in progress

Sheriff's Office submitted a written report and was not present at the meeting.

COMMITTEE REPORTS

There were no committee reports on the Agenda.

UNFINISHED BUSINESS

Ordinance No.1243 Sanitation Rate Fee Schedule – 2nd Reading

Clerk Treasurer Blake introduced Ordinance No. 1243: Sanitation Rate Fee Schedule – 2nd Reading.

Bauer moved, seconded by Lyles to adopt Ordinance No. 1243.

There was no discussion.

Ayes: Varner, Gillespie, Lyles, Lind, Sr., Streeter, Bauer, and Oyler

Noes: None

Motion carried: 7 Ayes: 0 Noes

NEW BUSINESS

Gray & Osborne Amendment 23 – 3rd Avenue Utility Improvement Construction

Public Works Director Davisson introduced Gray & Osborne Amendment 23 – 3rd Avenue Utility Improvements Construction.

Varner moved, seconded by Lind, Sr. to approve the Gray & Osborne, Inc. Amendment 23 and authorize Mayor Turner to sign the Amendment.

There was a brief discussion.

Ayes: Lyles, Bauer, Oyler, Streeter, Varner, Gillespie, and Lind, Sr.

Noes: None

Motion carried: 7 Ayes: 0 Noes

TIB Consultant Supplemental Agreement – Gray & Osborne 3rd Avenue Improvements

Public Works Director Davisson introduced Gray & Osborne 3rd Avenue Improvements.

Lyles moved, seconded by Streeter to approve the TIB Consultant Agreement Supplement 1 with Gray & Osborne, Inc. in the amount not to exceed \$283,200.00.

There was a brief discussion.

Ayes: Bauer, Oyler, Streeter, Gillespie, Lyles, Lind, Sr., and Varner

Noes: None

Motion carried: 7 Ayes: 0 Noes

Resolution 2025 – 3 – Petition for Right of Way Vacation

Planner Johnson introduced Resolution 2025 – 3.

Varner moved, seconded by Bauer to approve Resolution 2025 – 3.

There was a brief discussion.

Ayes: Lind, Sr., Bauer, Lyles, Varner, Gillespie, Oyler, and Streeter

Noes: None

Motion carried: 7 Ayes: 0 Noes

PUBLIC COMMENT

Mayor Turner opened the floor and invited Public Comment. Seeing none offered, Public Comment was closed.

COUNCILMEMBER'S COMMENT

Varner announced:

- ❖ Okanogan Days is June 7th.
- ❖ Okanogan Chamber voted Greg Hamilton Citizen of the Year 2024 and Body Kneads Business of the Year 2024

Bauer announced:

- ❖ AWC Collaborative Leadership training with the Ruckelshaus Center application has been submitted for herself and Mayor Turner, waiting for confirmation of acceptance

MAYOR'S REPORT

Mayor Turner reported that he received the 2024 Solid Waste Advisory Preliminary Draft from Kent of the Okanogan County Central Landfill if anyone is interested in reviewing it. Additionally, the Solid Waste Advisory Committee meets the 1st Monday of each month at 4:00 p.m. and he is looking for volunteers to replace Councilmember Lind as the City of Okanogan representative if anyone is available to attend.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:41 p.m.

Minutes taken and prepared by Deputy Clerk Treasurer Susan Stewart

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, Clerk Treasurer