

**CITY OF OKANOGAN
COUNCIL AGENDA
July 1, 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**
June 17, 2025 – Council Meeting and Public Hearing 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**

Change Order 1 – 3rd Avenue Reconstruction & Utility Replacement – Pipkin Construction

Progress Estimate 1 – 3rd Avenue Reconstruction & Utility Replacement – Pipkin Construction

Ordinance 1246 – Colville Tribes Franchise Agreement – 1st Reading

11. * **CORRESPONDENCE**

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.

12. **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.

13. **COUNCILMEMBER'S COMMENTS**

14. **MAYOR'S REPORT**

15. **ADJOURNMENT**

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: June 25, 2025

Subject: Change Order 1 – 3rd Avenue Reconstruction & Utility Replacement Project

Attached is Change Order 1 for the subject project in the amount of \$33,923.73.

Changes to Schedule B – Sanitary Sewer Improvements - include the repair of a collapsed sewer main that occurred on Harley Street and the addition of concrete collars around the new manholes.

Changes to Schedule C – Water System Improvements – include abandonment of an unmarked water service which was damaged during excavation, the addition/installation of traffic rated meter box frames in the new sidewalk, construction of a concrete pad for the new 2 foot water meter box, concrete bollards and pads at the new hydrant locations, and a concrete collar around each new water valve box in the paved roadway.

The change order will increase Substantial and Physical Completion contract times by 5 days.

Recommended Motion: I move that the City approve Change Order 1 for the 3rd Avenue Reconstruction & Utility Replacement project.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: June 27, 2025

Subject: Progress Estimate 1 – 3rd Avenue Reconstruction & Utility Replacement Project

Attached is Progress Estimate 1 for the subject project in the amount of \$496,191.48. The contract is currently 25% complete.

Recommended Motion: I move that the City issue payment to Pipkin Construction for Progress Estimate 1.

Memorandum

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, City Clerk/Treasurer

Date: June 25, 2025

Subject: Ordinance No. 1246 Franchise Agreement Between the City of
Okanogan and Colville Confederated Tribes – 1st Reading

Attached for a first reading is Ordinance No. 1246 granting a non-exclusive franchise to the Confederated Tribes of the Colville Reservation to install, construct, operate and maintain a fiber optic telecommunications system on certain city owned rights of way.

This was previously Ordinance 1234, which was passed on September 3, 2024, however the City did not receive the Franchise Acceptance from the Colville Confederated Tribes within 30 days. Attorney DeTro suggested that we increase the time for Franchise Acceptance to 60 days to align better with the Colville Tribes Council meetings, and that is reflected in this updated ordinance.

Suggested Motion: I move to advance Ordinance 1246 to the July 15th council meeting.

DEPARTMENT HEAD REPORT

Clerk's Office

July 1, 2025

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

1. Budget

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

2. Clerk Duties

- Distributed Correspondence and Agenda Items
- Responded to Public Records requests

3. Other

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

4. Payroll

- Completed 2nd Payroll for June 2025
- Scheduled retirement check-in sessions with DRS

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 June statements
- Updated Website

7. Sports Complex

- Updated calendar of events

8. Wellness

- Scheduled Wellness Event for July 10th

9. Clerk Treasurer

- Attended Airport meeting
- Completed Airport Insurance Renewal Application
- Completed quarterly reports for Public Works Board projects

Code Enforcement/Animal Control/Assistant Permit Admin Report

City Council Meeting

July 1st, 2025

Patrolled the city

Animal Complaints

2 closed

Public Nuisance

6 closed

12 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

1 closed

Camping in Legion Park

1 closed 1 open

Noise Complaints

2 closed

Department Head Report

Fire Department

July 1, 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- 120 calls
- Submitted monthly reports to the state
- Department gained another EMT-B

Training

- Truck checks
- Business Meeting
- Officers Meeting
- EMS Refresher
- Hoses and Nozzles
- OTEP

Fire Calls to Date

- Activated Alarm- 36
- Motor vehicle Accident- 20
- Motor vehicle fire- 11
- Brush Fire- 17
- Structure Fire- 3
- EMS Assist- 7
- Fire Other/Good Intent- 26
- Haz-Mat- 0

Hours Spent on Calls and Training to Date

- District: 26.39 Man Hours to Date: 281.26
- City: 15.30 Man Hours to Date: 118.53
- Training: 95 Man Hours to Date: 1,190.00

Totals Calls to Date:

- District: 66
- City: 54

Events:

- Department Hose Testing the 19th and 20th

DEPARTMENT HEAD REPORT

Public Works

July 1, 2025

Since the last Department Head Report to the Okanogan City Council, the Public Works Department has:

Water Department

- Performed customer service as needed
- Performed weekly inspections of wells, reservoirs, and booster stations
- Performed routine maintenance as needed
- Performed utility locates as needed

Wastewater Department

- Performed daily testing and record keeping
- Performed customer service as needed
- Performed routine maintenance
- Performed utility locates as needed
- Performed vegetation management
- Performed irrigation repairs

Street Department

- Performed street sweeping operations
- Performed tree trimming
- Performed vegetation management
- Performed placing American Flags downtown as needed

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Performed installing new pool covers
- Performed exterior painting at City Hall
- Performed irrigation repairs at the CVSC
- Performed repairs at the Legion Parks restrooms due to vandalism
- Performed unclogging sewer drains at Legion Park as needed
- Attended an Okanogan Legion Airport quarterly meeting

Shop

- Performed vehicle & equipment maintenance
- Performed parks equipment repairs & maintenance

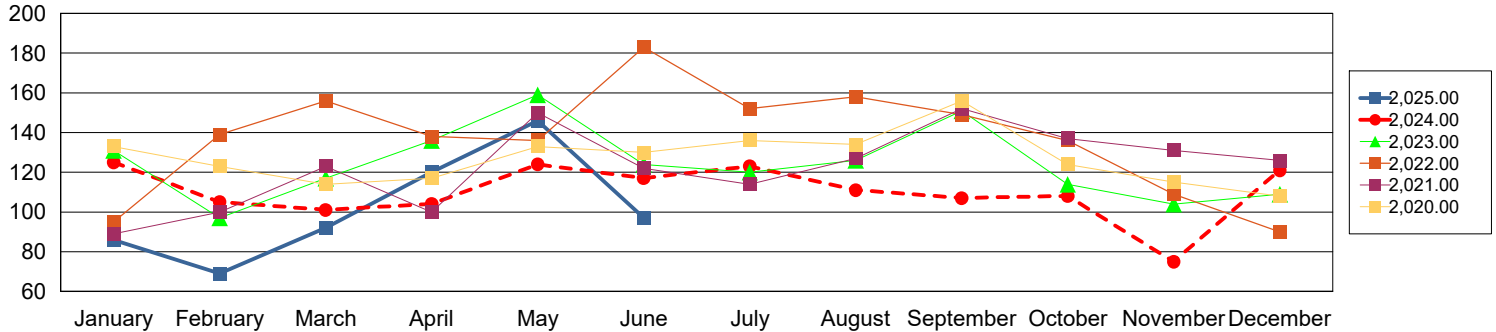
Other

- Performed monitoring the 3rd Avenue project
- Assisted the contactor on the 3rd Avenue project as needed
- Continuing to advertise for a Mechanic



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **117**
- Thefts in last 30 days: **3**
- Burglary / Trespass in last 30 days: **7**
- Assaults / Disputes in last 30 days: **13**
- Traffic incidents in last 30 days: **10**
- Total City Incidents YTD: **671**

Traffic Stops: **48**

Law Incidents - Last 30 Days OCSO

102

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
05/29/2025	07:51	DOMESTIC DISPUT	5TH	OKANOGAN	S25-03104
05/29/2025	11:10	JUVENILE PROB	ELMWAY	OKANOGAN	S25-03109
05/29/2025	11:19	CITIZEN ASSIST	3RD	OKANOGAN	S25-03110
05/29/2025	14:56	TRESPASSING	2ND	OKANOGAN	S25-03116
05/29/2025	20:18	SUICIDAL PERSON	2ND	OKANOGAN	S25-03124
05/30/2025	11:25	VIN INSPECTION	ELMWAY	OKANOGAN	S25-03136
05/31/2025	01:45	SUICIDE ATTEMPT	4TH	OKANOGAN	S25-03151
05/31/2025	07:33	CIVIL	2ND	OKANOGAN	S25-03152
05/31/2025	21:07	ATTEMPT-LOC NT	ELMWAY	OKANOGAN	S25-03171
06/01/2025	12:21	ILLEGAL BURNING	2ND	OKANOGAN	S25-03181
06/01/2025	17:19	ACCIDENT HITRUN	CONCONULLY	OKANOGAN	S25-03183
06/01/2025	21:56	JUVENILE PROB	5TH	OKANOGAN	S25-03192
06/01/2025	21:58	JUVENILE PROB	5TH	OKANOGAN	S25-03191
06/02/2025	09:11	CIVIL	CONCONULLY	OKANOGAN	S25-03198

06/02/2025 12:25	FRAUD	3RD	OKANOGAN	S25-03206
06/02/2025 21:43	WARRANT ARREST	4TH	OKANOGAN	S25-03217
06/03/2025 09:08	THEFT OTHER	RIVER	OKANOGAN	S25-03220
06/03/2025 11:37	SEX OFF REGISTR	5TH	OKANOGAN	S25-03223
06/03/2025 15:10	CITIZEN ASSIST	2ND	OKANOGAN	S25-03232
06/03/2025 15:28	SEX OFFENDER	5TH	OKANOGAN	S25-03233
06/03/2025 20:08	CIVIL	4TH	OKANOGAN	S25-03239
06/03/2025 20:50	TRAFFIC STOP	2ND	OKANOGAN	S25-03241
06/04/2025 11:19	AGENCY ASSIST	4TH	OKANOGAN	S25-03252
06/04/2025 11:34	TRESPASSING	ELMWAY	OKANOGAN	S25-03253
06/04/2025 11:47	CIVIL	5TH	OKANOGAN	S25-03254
06/04/2025 12:59	TRESPASSING	4TH	OKANOGAN	S25-03255
06/04/2025 13:48	SUSPICIOUS	3RD	OKANOGAN	S25-03256
06/04/2025 14:55	ANIMAL ABUSE	8TH	OKANOGAN	S25-03259
06/04/2025 15:18	OVERDOSE	2ND	OKANOGAN	S25-03260
06/04/2025 16:38	CITIZEN ASSIST	ELMWAY	OKANOGAN	S25-03263
06/05/2025 00:05	DOMESTIC DISPUT	HIGHWAY 20	OKANOGAN	S25-03271
06/05/2025 09:12	SEX OFF REGISTR	5TH	OKANOGAN	S25-03277
06/05/2025 11:04	CIVIL	3RD	OKANOGAN	S25-03281
06/05/2025 13:39	SUSPICIOUS	2ND	OKANOGAN	S25-03287
06/06/2025 10:00	TRESPASSING	PINE	OKANOGAN	S25-03308
06/06/2025 20:36	SUSPICIOUS	2ND	OKANOGAN	S25-03323
06/06/2025 21:44	ACCIDENT NONINJ	NORMAN	OKANOGAN	S25-03325
06/06/2025 22:12	VIOLATE ORDER	PINE	OKANOGAN	S25-03326
06/07/2025 09:23	WELFARE CHECK	2ND	OKANOGAN	S25-03331
06/07/2025 22:22	DOMESTIC DISPUT	4TH	OKANOGAN	S25-03351
06/08/2025 07:47	DOMESTIC DISPUT	MONROE	OKANOGAN	S25-03355
06/08/2025 18:21	NOISE COMPLAINT	MAPLE	OKANOGAN	S25-03366
06/09/2025 10:46	SEX OFF REGISTR	5TH	OKANOGAN	S25-03377
06/09/2025 12:51	SUSPICIOUS	2ND	OKANOGAN	S25-03382
06/09/2025 19:47	ALARM BURGLARY	2ND	OKANOGAN	S25-03396
06/10/2025 07:58	ACCIDENT NONINJ	3RD	OKANOGAN	S25-03409
06/10/2025 09:10	CIVIL	MONROE	OKANOGAN	S25-03412
06/10/2025 15:55	AGENCY REFERRAL	MONROE	OKANOGAN	S25-03423
06/10/2025 18:50	NOISE COMPLAINT	MAPLE	OKANOGAN	S25-03427
06/11/2025 15:57	WANTED PERSON	PINE	OKANOGAN	S25-03448
06/11/2025 19:38	MAL MISCHIEF	7TH	OKANOGAN	S25-03452
06/12/2025 01:36	CIVIL	PINE	OKANOGAN	S25-03458
06/12/2025 12:24	CITIZEN ASSIST	ELMWAY	OKANOGAN	S25-03465
06/12/2025 23:55	ILLEGAL BURNING	VAN DUYN	OKANOGAN	S25-03477
06/13/2025 19:36	BREATHING	2ND	OKANOGAN	S25-03499
06/13/2025 19:42	SUSPICIOUS	1ST	OKANOGAN	S25-03500
06/14/2025 09:45	VEHICLE PROWL	2ND	OKANOGAN	S25-03504
06/14/2025 10:11	AGENCY ASSIST	HIGHWAY 20	OKANOGAN	S25-03505
06/14/2025 10:12	DOMESTIC DISPUT	2ND	OKANOGAN	S25-03506
06/14/2025 11:11	ANIMAL PROBLEM	1ST	OKANOGAN	S25-03508
06/14/2025 15:41	SUSPICIOUS	3RD	OKANOGAN	S25-03516
06/14/2025 20:29	DWLS	QUEEN	OKANOGAN	S25-03524
06/15/2025 12:01	FOUND PROPERTY	RODEO TRAIL	OKANOGAN	S25-03536
06/15/2025 19:04	ALARM BURGLARY	4TH	OKANOGAN	S25-03544
06/15/2025 19:24	WARRANT ARREST	PINE	OKANOGAN	S25-03547
06/16/2025 00:22	DWLS	2ND	OKANOGAN	S25-03553
06/16/2025 13:41	SEX OFF REGISTR	5TH	OKANOGAN	S25-03572
06/16/2025 16:34	DOMESTIC DISPUT	MILL	OKANOGAN	S25-03580
06/16/2025 20:12	DOMESTIC DISPUT	PINE	OKANOGAN	S25-03589

06/17/2025 01:08	DOMESTIC DISPUT	TACOMA	OKANOGAN	S25-03594
06/17/2025 14:59	DOMESTIC DISPUT	5TH	OKANOGAN	S25-03600
06/17/2025 17:10	CIVIL	4TH	OKANOGAN	S25-03607
06/18/2025 08:34	CITIZEN ASSIST	5TH	OKANOGAN	S25-03617
06/19/2025 15:18	THEFT OTHER	2ND	OKANOGAN	S25-03648
06/19/2025 16:09	FOUND PROPERTY	2ND	OKANOGAN	S25-03650
06/19/2025 20:55	CITIZEN DISPUTE	MONROE	OKANOGAN	S25-03659
06/19/2025 21:28	INTOXICATION	6TH	OKANOGAN	S25-03660
06/19/2025 23:47	CIVIL	SEATTLE	OKANOGAN	S25-03661
06/20/2025 16:57	CITIZEN DISPUTE	MONROE	OKANOGAN	S25-03678
06/21/2025 10:57	CITIZEN DISPUTE	2ND	OKANOGAN	S25-03690
06/21/2025 11:58	SUSPICIOUS	ELMWAY	OKANOGAN	S25-03693
06/21/2025 16:28	TRAFFIC HAZARD	ELMWAY	OKANOGAN	S25-03700
06/22/2025 02:19	SUICIDE ATTEMPT	2ND	OKANOGAN	S25-03711
06/23/2025 09:02	WELFARE CHECK	CONCONULLY	OKANOGAN	S25-03741
06/23/2025 15:47	CIVIL	SEATTLE	OKANOGAN	S25-03747
06/23/2025 20:37	MISSING PERSON	5TH	OKANOGAN	S25-03753
06/24/2025 02:09	SUSPICIOUS	PINE	OKANOGAN	S25-03757
06/24/2025 08:59	SEX OFF REGISTR	5TH	OKANOGAN	S25-03762
06/24/2025 12:32	VIOLATE ORDER	5TH	OKANOGAN	S25-03769
06/24/2025 14:03	WARRANT ARREST	3RD	OKANOGAN	S25-03771
06/24/2025 15:18	ACCIDENT NONINJ	ELMWAY	OKANOGAN	S25-03774
06/24/2025 20:45	DOMESTIC DISPUT	BRIDGE	OKANOGAN	S25-03787
06/25/2025 10:12	CITIZEN ASSIST	5TH	OKANOGAN	S25-03798
06/25/2025 12:28	CITIZEN ASSIST	5TH	OKANOGAN	S25-03802
06/26/2025 00:59	NOISE COMPLAINT	5TH	OKANOGAN	S25-03824

EMS Calls - Last 30 Days

LIFELINE EMS	27	
05/28/25 16:13	SICKNESS	E25-02589
05/29/25 21:48	ALLERGY	E25-02616
05/30/25 11:33	FALL	E25-02626
05/30/25 13:56	TRANSFER PATIEN	E25-02628
05/31/25 01:45	SUICIDE ATTEMPT	E25-02634
06/01/25 14:23	ALARM MEDICAL	E25-02659
06/02/25 13:32	SICKNESS	E25-02675
06/03/25 16:43	SICKNESS	E25-02703
06/04/25 12:42	MEDICAL	E25-02729
06/04/25 15:18	OVERDOSE	E25-02734
06/04/25 16:12	BREATHING	E25-02735
06/04/25 17:10	ALARM MEDICAL	E25-02737
06/04/25 17:50	MEDICAL	E25-02739
06/05/25 13:45	FALL	E25-02752
06/07/25 00:49	ALARM MEDICAL	E25-02775
06/07/25 20:09	ALARM FIRE	E25-02789
06/09/25 18:45	SICKNESS	E25-02830
06/10/25 17:13	FALL	E25-02847
06/11/25 05:25	UTILITY PROBLEM	E25-02852
06/13/25 19:36	BREATHING	E25-02894
06/17/25 15:37	FALL	E25-02951
06/20/25 16:57	CITIZEN DISPUTE	E25-03016
06/22/25 02:19	SUICIDE ATTEMPT	E25-03038
06/22/25 10:22	ALARM MEDICAL	E25-03045
06/23/25 09:02	WELFARE CHECK	E25-03066
06/25/25 08:29	SEIZURE	E25-03096
06/25/25 13:48	MEDICAL	E25-03097

Fire Calls - Last 30 Days

OKANOGAN COUNTY SHERIFF	1
05/30/25 16:51 COMMUNICATIONS	F25-00872
OKANOGAN FIRE DEPARTMENT FD03	3
06/07/25 20:09 ALARM FIRE	F25-00933
06/09/25 13:44 FIRE OTHER	F25-00948
06/11/25 13:37 FIRE OTHER	F25-00966
OMAK FIRE	1
06/07/25 20:09 ALARM FIRE	F25-00934
OKANOGAN PUD	1
06/13/25 13:13 UTILITY PROBLEM	F25-00989

CHANGE ORDER

Project Title	3 rd Avenue Reconstruction and Utility Replacement		
Owner	City of Okanogan	Contractor Name	Pipkin Construction, Inc.
Change Order No.	1	Contractor Address	P.O. Box 3181 Wenatchee, WA 98807
Change Order Date	June 19, 2025		
G&O No.	24851.01		

The following changes are hereby made to the Contract Documents:

SCHEDULE B: SANITARY SEWER IMPROVEMENTS

ITEM 1: Sanitary Sewer Main Repair

Repair of collapsed sanitary sewer main on Harley Street immediately west of 3rd Avenue North.

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to repair collapsed sanitary sewer main including, but not limited to, trench excavation safety systems; temporary erosion control; traffic control; dewatering; excavation, backfill, and compaction; removal and disposal of surplus excavated materials; furnishing and installing pipe bedding material; pipe, fittings, and appurtenances; site cleanup; waste hauling, grading, and dealing with all other interferences.

The lump sum cost for this work is:.....\$5,137.44

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 2: Concrete Collars Around New Manholes

Construction of concrete collars (12" minimum width, 6" minimum thickness) around manhole adjustment rings for each new manhole (10 total) directly beneath the new HMA pavement.

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the concrete collars at all 10 new manhole locations.

The lump sum cost for this work is:.....\$5,546.81

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

SCHEDULE C: WATER SYSTEM IMPROVEMENTS

ITEM 1: Unmarked Water Service Abandonment

Abandonment of unmarked water service damaged during excavation for new water line on 3rd Avenue North (STA 406+88).

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to abandon unmarked water service damaged during excavation activities for new water main including, but not limited to, trench excavation safety systems; temporary erosion control; traffic control; dewatering; excavation, backfill, and compaction; removal and disposal of surplus excavated materials; pipe, fittings, and appurtenances; site cleanup; waste hauling, grading, and dealing with all other interferences.

The lump sum cost for this work is:.....\$4,439.20

Justification: The additional work is the result of changed site conditions.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 2: Traffic Rated Meter Box Frames in New Sidewalk

Installation of traffic rated meter box frames (16 total) for all new meter boxes located in the new sidewalk on the East side of 3rd Avenue North.

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install all 16 traffic rated meter box frames in new sidewalk.

The lump sum cost for this work is:.....\$4,884.28

Justification: The additional work is at the request of the Owner.

Working Days: 0 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 3: Concrete Pad for 2" Water Meter Box

Construction of concrete pad (5'L x 5'W x 6"D) behind back of sidewalk for new 2' water meter box (STA 411+93, RT).

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the concrete water meter box pad.

The lump sum cost for this work is:.....\$1,065.95

Justification: The additional work is at the request of the Owner.

Working Days: 0 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 4: Fixed Concrete Bollards and Concrete Pad at New Hydrant Locations

Construction of 2 fixed concrete bollards (detail attached) and 1 concrete pad (field fit, minimum size 2'L x 2'W x 6"D) at new hydrants located at STA 404+55, 21.1' LT and STA 411+25, 23.0' LT.

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the concrete bollards and concrete pads at both hydrant locations.

The lump sum cost for this work is:.....\$7,303.24

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 5: Concrete Collar Around New Valve Boxes

Construction of concrete collar around each water valve box to be located in paved roadway (10 total, including all hydrant valve boxes) in accordance with detail W-4 (Sheet 37), except that concrete collars will be located directly underneath finished HMA.

The lump sum price is full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the concrete collars at all 10 valve box locations.

The lump sum cost for this work is:.....\$5,546.81

Justification: The additional work is at the request of the Owner.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

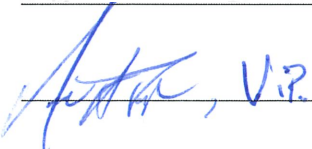
Original Contract Amount (without tax):\$1,905,464.50
Current Contract Amount, as adjusted by previous change orders:.....\$1,905,464.50
The Contract Amount due to this Change Order will be increased by:\$33,923.73
The new Contract Amount (without tax) due to this Change Order will be:.....\$1,939,388.23

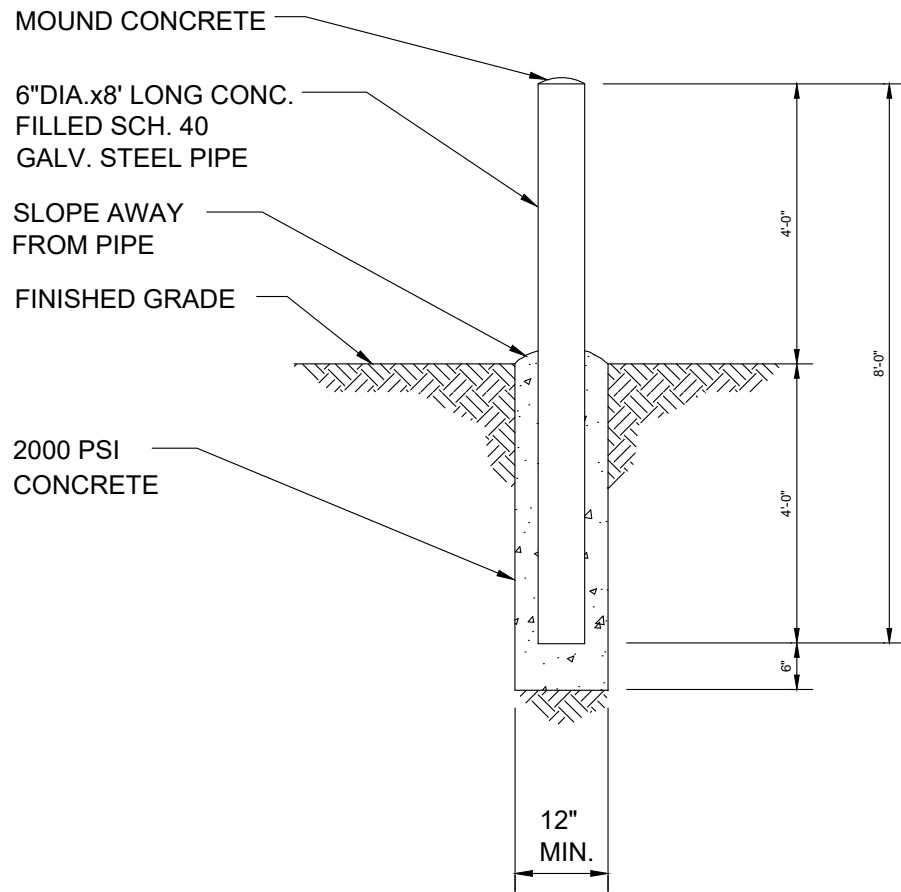
CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 5 working days, for a total of 135 working days.

The Physical Completion Contract Time will be increased by 5 working days, for a total of 145 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC. (RECOMMENDED)		Date <u>6-24-25</u>
PIPKIN CONSTRUCTION (ACCEPTED)		Date <u>6/23/2025</u>
CITY OF OKANOGAN (ACCEPTED)		Date _____



NOTES:

1. THE EXACT LOCATION OF THE GUARD POSTS SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD
2. GUARD POSTS SHALL BE PAINTED WITH TWO (2) COATS OF "STEELCOTE FEDERAL YELLOW" PAINT.

FIXED BOLLARD DETAIL

NTS

CITY OF OKANOGAN

FIGURE 1-1

BOLLARD DETAIL


Gray & Osborne, Inc.
CONSULTING ENGINEERS



June 26, 2025

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

SUBJECT: PROGRESS ESTIMATE 1, 3RD AVENUE RECONSTRUCTION AND
UTILITY REPLACEMENT
CITY OF OKANOGAN, OKANOGAN COUNTY, WASHINGTON
G&O #24825.00 & #24851.00

Dear Ms. Blake:

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

Schedule	Payment to Contractor	Amount to be Deposited in Retainage Account
Schedule A (Roadway)	\$114,908.20	\$6,047.80
Schedule B (Sewer)	\$23,041.63	\$1,113.12
Schedule C (Water)	\$358,241.65	\$17,306.36
Total	\$496,191.48	\$24,467.28

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

Sincerely,

GRAY & OSBORNE, INC.

Jim Ellis for

David G. Ellis, P.E.

DGE/js
Encl.
By email

PROGRESS ESTIMATE 1

JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	CONTRACT QUANTITY
SCHEDULE A - ROADWAY RECONSTRUCTION									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$80,000.00	60.00%	60.00%	\$48,000.00	\$48,000.00	60%
2	Apprenticeship Incentive	1	CALC	\$800.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Apprenticeship Penalty	1	CALC	\$0.00	0.00%	0.00%	\$0.00	\$0.00	0%
4	Project Temporary Traffic Control	1	LS	\$20,000.00	25.00%	25.00%	\$5,000.00	\$5,000.00	25%
5	Work Zone Safety Contingency	1	FA	\$1,250.00	0.00%	0.00%	\$0.00	\$0.00	0%
6	SPCC Plan	1	LS	\$500.00	100.00%	100.00%	\$500.00	\$500.00	100%
7	Clearing and Grubbing	1	LS	\$15,000.00	50.00%	50.00%	\$7,500.00	\$7,500.00	50%
8	Excavation, Embankment and Grading, Incl. Haul	2,280	CY	\$36.00	1,596.00	1,596.00	\$57,456.00	\$57,456.00	70%
9	Crushed Surfacing Base Course	1,700	TN	\$25.00	0.00	0.00	\$0.00	\$0.00	0%
10	Crushed Surfacing Top Course	770	TN	\$45.00	0.00	0.00	\$0.00	\$0.00	0%
11	Crushed Surfacing Repair	2,250	SY	\$12.00	0.00	0.00	\$0.00	\$0.00	0%
12	Commercial HMA, Cl. 3/8 In. PG 64H-28	860	TN	\$130.00	0.00	0.00	\$0.00	\$0.00	0%
13	Commercial HMA Pavement Repair, Type 1	380	SY	\$73.00	0.00	0.00	\$0.00	\$0.00	0%
14	Storm Sewer Pipe, 12-In. Diam. (Incl. Bedding)	590	LF	\$85.00	0.00	0.00	\$0.00	\$0.00	0%
15	Catch Basin, Type 1	14	EA	\$2,500.00	0.00	0.00	\$0.00	\$0.00	0%
16	Catch Basin, Type 2, 48-In. Diam.	7	EA	\$4,500.00	0.00	0.00	\$0.00	\$0.00	0%
17	Infiltration Trench	240	LF	\$250.00	0.00	0.00	\$0.00	\$0.00	0%
18	Trench Excavation Safety Systems	1	LS	\$500.00	0.00	0.00	\$0.00	\$0.00	0%
19	Bank Run Gravel for Trench Backfill	50	CY	\$45.00	0.00	0.00	\$0.00	\$0.00	0%
20	Erosion Control and Water Pollution Prevention	1	LS	\$10,000.00	25.00%	25.00%	\$2,500.00	\$2,500.00	25%
21	Sod Installation	60	SY	\$65.00	0.00	0.00	\$0.00	\$0.00	0%
22	Cement Conc. Traffic Curb and Gutter	1,940	LF	\$36.00	0.00	0.00	\$0.00	\$0.00	0%
23	Cement Conc. Rolled Curb and Gutter	1,530	LF	\$36.00	0.00	0.00	\$0.00	\$0.00	0%
24	Cement Conc. Driveway Entrance	380	SY	\$170.00	0.00	0.00	\$0.00	\$0.00	0%
25	Cement Conc. Sidewalk	660	SY	\$113.00	0.00	0.00	\$0.00	\$0.00	0%
26	Cement Conc. Curb Ramp	5	EA	\$4,700.00	0.00	0.00	\$0.00	\$0.00	0%

PROGRESS ESTIMATE 1

JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	CONTRACT QUANTITY
27	Permanent Signing	1	LS	\$5,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
28	Paint Line	1,550	LF	\$3.25	0.00	0.00	\$0.00	\$0.00	0%
29	Modular Block Wall	160	SF	\$70.00	0.00	0.00	\$0.00	\$0.00	0%
Subtotal, Schedule A							\$120,956.00	\$120,956.00	
SCHEDULE B - SANITARY SEWER IMPROVEMENTS									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$15,000.00	60.00%	60.00%	\$9,000.00	\$9,000.00	60%
2	Minor Change	1	CALC	\$10,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Project Temporary Traffic Control	1	LS	\$10,000.00	25.00%	25.00%	\$2,500.00	\$2,500.00	25%
4	Work Zone Safety Contingency	1	FA	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
5	Apprenticeship Incentive	1	CALC	\$600.00	0.00%	0.00%	\$0.00	\$0.00	0%
6	Apprenticeship Penalty	1	CALC	\$0.00	0.00%	0.00%	\$0.00	\$0.00	0%
7	SPCC Plan	1	LS	\$500.00	100.00%	100.00%	\$500.00	\$500.00	100%
8	Locate Existing Utilities	3	EA	\$1,000.00	3.00	3.00	\$3,000.00	\$3,000.00	100%
9	Controlled Density Fill	30	CY	\$265.00	0.00	0.00	\$0.00	\$0.00	0%
10	Crushed Surfacing Repair	495	SY	\$12.00	0.00	0.00	\$0.00	\$0.00	0%
11	Commercial HMA Pavement Repair, Type 2	506	SY	\$62.00	0.00	0.00	\$0.00	\$0.00	0%
12	Manhole, 48 In. Diam.	10	EA	\$9,500.00	0.00	0.00	\$0.00	\$0.00	0%
13	Manhole Additional Height, 48 In. Diam.	1	LF	\$1,500.00	0.00	0.00	\$0.00	\$0.00	0%
14	Drop Manhole Connection	1	EA	\$6,000.00	0.00	0.00	\$0.00	\$0.00	0%
15	Abandon Existing Manhole	1	EA	\$150.00	0.00	0.00	\$0.00	\$0.00	0%
16	Remove Existing Manhole	3	EA	\$1,500.00	1.00	1.00	\$1,500.00	\$1,500.00	33%
17	Connection to Existing Manhole	1	EA	\$3,400.00	0.00	0.00	\$0.00	\$0.00	0%
18	Trench Excavation Safety Systems	1	LS	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
19	Foundation Gravel	30	CY	\$40.00	0.00	0.00	\$0.00	\$0.00	0%
20	Bank Run Gravel for Trench Backfill	240	CY	\$45.00	0.00	0.00	\$0.00	\$0.00	0%
21	Plugging Existing Pipe	17	EA	\$250.00	0.00	0.00	\$0.00	\$0.00	0%
22	Abandon Existing Sewer Pipe	24	CY	\$700.00	0.00	0.00	\$0.00	\$0.00	0%

PROGRESS ESTIMATE 1

JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	CONTRACT QUANTITY
23	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam., Incl.								
	Bedding Material	2,023	LF	\$68.00	0.00	0.00	\$0.00	\$0.00	0%
24	Maintaining Sewage Flow	1	LS	\$20,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
25	Side Sewer Connection	19	EA	\$2,200.00	0.00	0.00	\$0.00	\$0.00	0%
26	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl.								
	Bedding Material	417	LF	\$85.00	0.00	0.00	\$0.00	\$0.00	0%
27	Erosion Control and Water Pollution Prevention	1	LS	\$2,500.00	25.00%	25.00%	\$625.00	\$625.00	25%
28	Cement Conc. Traffic Curb and Gutter	15	LF	\$90.00	0.00	0.00	\$0.00	\$0.00	0%
29	Cement Conc. Sidewalk	9	SY	\$300.00	0.00	0.00	\$0.00	\$0.00	0%
Change Order 1									
	Item 1 - Sanitary Sewer Main Repair	1	LS	\$5,137.44	100.00%	100.00%	\$5,137.44	\$5,137.44	100%
	Item 2 - Concrete Collars Around New Manholes	1	LS	\$5,546.81	0.00%	0.00%	\$0.00	\$0.00	0%
Subtotal, Schedule B							\$22,262.44	\$22,262.44	
SCHEDULE C - WATER SYSTEM IMPROVEMENTS									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$15,000.00	60.00%	60.00%	\$9,000.00	\$9,000.00	60%
2	Minor Change	1	CALC	\$10,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Project Temporary Traffic Control	1	LS	\$8,000.00	25.00%	25.00%	\$2,000.00	\$2,000.00	25%
4	Work Zone Safety Contingency	1	FA	\$500.00	0.00%	0.00%	\$0.00	\$0.00	0%
5	Apprenticeship Incentive	1	CALC	\$600.00	0.00%	0.00%	\$0.00	\$0.00	0%
6	Apprenticeship Penalty	1	CALC	\$0.00	0.00%	0.00%	\$0.00	\$0.00	0%
7	SPCC Plan	1	LS	\$500.00	100.00%	100.00%	\$500.00	\$500.00	100%
8	Locate Existing Utilities	12	EA	\$1,000.00	13.00	13.00	\$13,000.00	\$13,000.00	108%
9	Controlled Density Fill	30	CY	\$265.00	0.00	0.00	\$0.00	\$0.00	0%
10	Crushed Surfacing Repair	196	SY	\$12.00	0.00	0.00	\$0.00	\$0.00	0%
11	Commercial HMA Pavement Repair, Type 3	411	SY	\$65.00	0.00	0.00	\$0.00	\$0.00	0%
12	Trench Excavation Safety Systems	1	LS	\$500.00	25.00%	25.00%	\$125.00	\$125.00	25%

PROGRESS ESTIMATE 1

JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY	UNIT UNIT PRICE	THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
13	Foundation Gravel	31 CY	\$40.00	0.00	0.00	\$0.00	\$0.00	0%
14	Bank Run Gravel for Trench Backfill	187 CY	\$45.00	0.00	0.00	\$0.00	\$0.00	0%
15	PVC Pipe for Water Main, 8 In. Diam., Incl. Bedding Material	2,065 LF	\$68.00	1,738.00	1,738.00	\$118,184.00	\$118,184.00	84%
16	DI Pipe for Fire Hydrant, 6 In. Diam., Incl. Bedding	90 LF	\$42.00	58.00	58.00	\$2,436.00	\$2,436.00	64%
17	Connection to Existing Water Main	5 EA	\$3,000.00	0.00	0.00	\$0.00	\$0.00	0%
18	Remove Existing Water Main (3rd Avenue N)	1,090 LF	\$6.00	0.00	0.00	\$0.00	\$0.00	0%
19	Gate Valve, 8 In.	7 EA	\$3,500.00	7.00	7.00	\$24,500.00	\$24,500.00	100%
20	Abandon Existing Valve	3 EA	\$650.00	0.00	0.00	\$0.00	\$0.00	0%
21	Fire Hydrant Assembly	3 EA	\$11,000.00	2.00	2.00	\$22,000.00	\$22,000.00	67%
22	Salvage Existing Hydrant	3 EA	\$1,500.00	0.00	0.00	\$0.00	\$0.00	0%
23	Service Connection, 2 In. Diam.	1 EA	\$7,000.00	1.00	1.00	\$7,000.00	\$7,000.00	100%
24	Service Connection, 1 In. Diam.	33 EA	\$4,500.00	31.00	31.00	\$139,500.00	\$139,500.00	94%
25	Service Pipe, 2 In. Diam., Incl. Bedding Material	22 LF	\$12.00	14.00	14.00	\$168.00	\$168.00	64%
26	Service Pipe, 1 In. Diam., Incl. Bedding Material	782 LF	\$5.00	530.00	530.00	\$2,650.00	\$2,650.00	68%
27	Erosion Control and Water Pollution Prevention	1 LS	\$2,500.00	25.00%	25.00%	\$625.00	\$625.00	25%
28	Cement Conc. Traffic Curb and Gutter	15 LF	\$90.00	0.00	0.00	\$0.00	\$0.00	0%
29	Cement Conc. Sidewalk	9 SY	\$300.00	0.00	0.00	\$0.00	\$0.00	0%
Change Order 1								
	Item 1 - Unmarked Water Service Abandonment	1 LS	\$4,439.20	100.00%	100.00%	\$4,439.20	\$4,439.20	100%
	Item 2 - Traffic Rated Meter Box Frames in New Sidewalk	1 LS	\$4,884.28	0.00%	0.00%	\$0.00	\$0.00	0%
	Item 3 - Concrete Pad for 2" Water Meter Box	1 LS	\$1,065.95	0.00%	0.00%	\$0.00	\$0.00	0%
	Item 4 - Concrete Bollards and Concrete Pad at New Hydrant Locations	1 LS	\$7,303.24	0.00%	0.00%	\$0.00	\$0.00	0%
	Item 5 - Concrete Collar Around New Valve Boxes	1 LS	\$5,546.81	0.00%	0.00%	\$0.00	\$0.00	0%
Subtotal, Schedule C						\$346,127.20	\$346,127.20	

PROGRESS ESTIMATE 1
JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

		PROJECT COSTS	
		AMOUNT THIS	AMOUNT TO
SUBTOTAL EARNED TO DATE		\$489,345.64	\$489,345.64
SALES TAX (SCHEDULES B AND C ONLY)	8.50%	\$31,313.12	\$31,313.12
SCHEDULE A (PER W.S. REVENUE RULE 171)	0.00%	\$0.00	\$0.00
SCHEDULE B SALES TAX	8.50%	\$1,892.31	\$1,892.31
SCHEDULE C SALES TAX	8.50%	\$29,420.81	\$29,420.81
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$520,658.76	\$520,658.76
LESS 5% RETAINED (BEFORE TAX)		\$24,467.28	\$24,467.28
SCHEDULE A RETAINAGE		\$6,047.80	\$6,047.80
SCHEDULE B RETAINAGE		\$1,113.12	\$1,113.12
SCHEDULE C RETAINAGE		\$17,306.36	\$17,306.36
TOTAL EARNED TO DATE LESS RETAINAGE			\$496,191.48
<u>LESS AMOUNTS PREVIOUSLY PAID</u>			

TOTAL PAYMENT NOW DUE: **\$496,191.48**

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX)	\$1,905,464.50
CONTRACT AMOUNT WITH CHANGE ORDER 1	\$1,939,388.23
CONTRACT PERCENTAGE TO DATE	25%

PROGRESS ESTIMATE 1

JUNE 24, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 12, 2025 TO JUNE 20, 2025

PROJECT:
CITY OF OKANOGAN
3rd AVENUE RECONSTRUCTION AND UTILITY REPLACEMENT
G&O JOB NUMBER #24851.01

CONTRACTOR:
PIPKIN CONSTRUCTION, INC.
P.O. BOX 3181
WENATCHEE, WA 98807

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.)

PIPKIN CONSTRUCTION, INC.


CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX		SALES TAX	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
			TOTAL RATE (SCH. B AND C ONLY)					
1	MAY 12, 2025 TO JUNE 20, 2025	\$489,345.64	8.50%		\$31,313.12	\$0.00	\$24,467.28	\$496,191.48
TOTAL:		\$489,345.64			\$31,313.12	\$0.00	\$24,467.28	\$496,191.48

ORDINANCE NO. 1246

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OKANOGAN, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION, TO INSTALL, CONSTRUCT, OPERATE AND MAINTAIN A FIBER OPTIC TELECOMMUNICATIONS SYSTEM ON CERTAIN CITY OWNED RIGHTS OF WAY FOR TELECOMMUNICATIONS PURPOSES AND REPEALING ORDINANCE 1234 AS NULL AND VOID

WHEREAS, THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION ("GRANTEE") HAS APPLIED TO THE CITY OF OKANOGAN ("GRANTOR") FOR A NON-EXCLUSIVE FRANCHISE FOR THE RIGHT TO INSTALL, CONSTRUCT, OPERATE AND MAINTAIN A FIBER OPTIC TELECOMMUNICATIONS SYSTEM ON CERTAIN CITY OWNED RIGHTS OF WAY; AND

WHEREAS, ORDINANCE 1234 GRANTING NON-EXCLUSIVE FRANCHISE TO THE GRANTEE IS DEEMED NULL AND VOID DUE TO FAILURE TO FILE A NOTICE OF FRANCHISE ACCEPTANCE WITH THE GRANTOR CLERK WITHIN 30 DAYS; AND

WHEREAS, RCW 35A.47.040 AUTHORIZES THE GRANTOR TO GRANT NON-EXCLUSIVE FRANCHISES FOR THE PURPOSES REQUESTED BY THE GRANTEE; AND

WHEREAS, THIS ORDINANCE WAS INTRODUCED ON JULY 1, 2025, AND IS ADOPTED MORE THAN FIVE (5) DAYS AFTER ITS INTRODUCTION AT A REGULAR MEETING OF GRANTOR; AND

WHEREAS, THIS ORDINANCE HAS BEEN FIRST SUBMITTED TO THE CITY ATTORNEY OF GRANTEE; AND

WHEREAS, FOLLOWING PROPER NOTICE, THE GRANTOR COUNCIL HELD A PUBLIC MEETING ON GRANTEE'S REQUEST FOR A FRANCHISE, AT WHICH TIME REPRESENTATIVES OF GRANTEE AND INTERESTED CITIZENS WERE HEARD IN A FULL PUBLIC PROCEEDING AFFORDING OPPORTUNITY FOR COMMENT BY ANY AND ALL PERSONS DESIRING TO BE HEARD; AND

WHEREAS, FROM INFORMATION PRESENTED AT SUCH PUBLIC MEETING, AND FROM FACTS AND CIRCUMSTANCES DEVELOPED OR DISCOVERED THROUGH INDEPENDENT STUDY AND INVESTIGATION, THE GRANTOR NOW DEEMS IT APPROPRIATE AND IN THE BEST INTEREST OF THE GRANTOR, ITS CITIZENS AND THE PUBLIC AT LARGE THAT THE FRANCHISE BE GRANTED TO GRANTEE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OKANOGAN (GRANTOR) DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Repealer.

Ordinance No. 1234 is hereby repealed.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the Grantor grants to the Grantee the right, privilege, authority and franchise to construct, operate and maintain its fiber optic telecommunications system ("Facilities") upon the right(s)-of-way and/or other public property specified in Exhibit "A," attached hereto and incorporated by reference (the "Franchise Area").

B. Subject to the Grantor's written approval consistent with its permitting process and procedures, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the rights-of-way within the Franchise Area such wires, cables, conductors, ducts,

conduits, vaults, manholes, electronics, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System within the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the Franchise area.

D. This Franchise is non-exclusive and does not prohibit the Grantor from entering into other agreements, including Franchises, impacting the Franchise Area, unless the Grantor determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the Grantor has or may hereafter acquire with respect to the Franchise Area or any other Grantor roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The Grantor reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the Grantor vacates any portion of the Franchise Area containing Grantee Facilities, the Grantor shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the Grantor and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. A portion of the lands within the franchise area depicted in Exhibit "A" may include lands lying withing Indian Allotment S-861, located in Section 16, Township 33 N, Range 26 EWM. Franchisee is cautioned to contact the Colville Tribes and US Department of Interior, Bureau of Indian Affairs (BIA) for approval if utility work is planned within this area.

Section 3. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

Grantor: CITY OF OKANOGAN

Attn: City Clerk

Box 752

OKANOGAN, WA 98840

Grantee: The Confederated Tribes of the Colville Reservation

21 Colville Street

Nespelem, WA 99155

Email: tiffany.circle.itd@colvilletribes.com

Telephone: (509) 634-2226

B. Any changes to the above-stated Grantee information shall be sent to the City Clerk's office referencing the title and ordinance number of this Franchise.

C. The above-stated Grantee voice and/or fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone.

D. On an at least an annual basis, Grantee shall provide a point of contact for the Grantor

to contact for issues related to permits or this Franchise which shall include a full name, email address, and direct line telephone number.

Section 4. Term of Agreement

A. This Franchise shall run for a period of ten (10) years from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) years upon the agreement of Grantee and the Grantor; and provided further, however, Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within sixty (60) days after the effective date of this Ordinance, file with the Grantor its written acceptance of the Franchise, in a form acceptable to the Grantor Attorney.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 5. Definitions

For the purpose of this agreement:

“Grantor Code” means the CITY OF OKANOGAN Municipal Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the Franchise Area including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of the Facilities required by the Grantor, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to Grantor request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas but does not include:

- (a) State highways where the Grantor does not have authority to grant permits related to telecommunication systems;
- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
- (c) Structures, including poles and conduits, located within the right-of-way;
- (d) Federally granted trust lands or forest board trust lands;
- (e) Lands owned or managed by the state parks and recreation commission; or
- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

Section 6. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Grantor (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated herein by reference, (2) all verifications of insurance coverage specified under Section 16, and (3) the financial guarantees specified in Section 17 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the Grantor Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the Grantor Clerk within 60 days after the effective date of the ordinance approving the Franchise, the Grantor's grant of the Franchise will be null and void.

Section 7. Construction and Maintenance

A. The Facilities shall be located, relocated and maintained within the rights-of-way in accordance with the CITY OF OKANOGAN Municipal Code and so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in the rights-of-way, Grantee shall obtain prior approval from the Grantor's Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to the applicable municipal code. Upon completion of such excavation, Grantee shall restore the surface of the rights-of-way to the specifications established within the municipal code and Grantor's Public Works Policies and Standards. If Grantee should fail to leave any portion of the excavation in a condition that meets the Grantor's specifications per the code and Public Works Policies and Standards, the Grantor may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the Grantor the reasonable cost of such work; which shall include, among other things, the Grantor's overhead in obtaining completion of said work, and any engineering, planning, consulting, and/or legal fees incurred (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Franchise caused by any excavation by Grantee shall be repaired to the Grantor's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the Grantor may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the Grantor, including Grantor overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

C. Grantee agrees that if any of its actions under the Franchise materially impair or damage any Grantor property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Grantor's Public Works Director.

D. Grantee agrees to coordinate its activities with the Grantor and all other utilities located within the public right-of-way within which Grantee is undertaking its activity.

E. The Grantor expressly reserves the right to prescribe how and where the Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Call Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the Grantor and in accordance with Grantor Ordinances and policies, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the Grantor may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for

purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit from the Grantor

Section 8. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the Grantor Public Works Director in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The Grantor may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 9. Damages to Grantor and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any Grantor property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the Grantor Engineer.

Section 10. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair the Facilities under this Franchise shall have preference as to positioning and location with respect to the Facilities. However, to the extent that the Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any Grantor road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any Grantor facilities or utilities that may in the future require the relocation of the Facilities. Such relocations shall be governed by Section 12. Grantee must follow Grantor's established non-discriminatory requirements for placement of telecommunication system facilities in rights-of-way, including the specific location of the Facilities in the rights-of-way, and must in any event install the Facilities in a manner that minimizes interference with the use of the rights-of-way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that the Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of any of the Facilities that are not installed by Grantee in compliance with the requirements established by the Grantor, or that are installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

Section 11. Grantee Information

A. Grantee agrees to supply, at no cost to the Grantor, any information reasonably requested by the Grantor to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of the Facilities, installation inventory, and maps and plans showing the location of existing or planned Facilities within the Grantor. Said information may be requested either in hard copy or electronic format, as maintained

in Grantee's database system, as now or hereinafter existing. Grantee shall keep the Grantor informed of its long-range plans for coordination with the Grantor's long-range plans.

B. The parties understand that Washington law limits the ability of the Grantor to shield from public disclosure of any information given to the Grantor. Accordingly, the Grantor agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the Grantor's release of records. Grantee shall indemnify and hold harmless the Grantor for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the Grantor because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the Grantor has notified Grantee of the pending request.

Section 12. Relocation of Facilities

A. In areas of the Grantor in which there are no aerial facilities, Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. New utility poles may be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the Grantor to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the Grantor and other public utility providers. Thus, the Grantor reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Grantee shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its Facilities as ordered by the Grantor, at no expense or liability to the Grantor, except as may be required by RCW Chapter 35.99. Pursuant to the provisions set forth herein, Grantee agrees to protect and save harmless the Grantor from any third-party claims for service interruption or other losses in connection with any such change or relocation other than Grantor's gross negligence or willful misconduct.

D. If the Grantor determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

1. Within a reasonable time, which shall be no less than one hundred eighty (180) days prior to the commencement of the project, the Grantor shall provide the Grantee with written notice requiring relocation; provided that in the event of an Emergency Situation beyond the control of the Grantor and which will result in severe financial consequences to the Grantor or its citizens or businesses, the Grantor shall give the Grantee written notice as soon as practicable;
2. The Grantor shall provide the Grantee with copies of information for such improvement project and a proposed location for the Facilities so that Grantee may relocate its Facilities in other rights-of-way in order to accommodate the project; and
3. The Grantee shall complete relocation of its Facilities at no charge or expense to the Grantor so as to accommodate the project at least ten (10) days prior to commencement of the project. In the event of an Emergency Situation as described in this Section, the Grantee shall relocate its Facilities within the reasonable time period specified by the Grantor.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the Grantor written alternatives to such relocation. The Grantor shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the Grantor, the Grantee shall submit additional information to assist the Grantor in making such evaluation. The Grantor shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to

allow for the relocation work to be performed in a timely manner. In the event the Grantor ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any Person or entity other than the Grantor, where the Facilities to be constructed by said Person or entity are not or will not become Grantor owned, operated or maintained Facilities; provided, that such arrangements shall not unduly delay a Grantor construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the Grantor against any and all third party claims, suits, actions, damages, or liabilities for delays on Grantor construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the Grantor, and contractor employed by the Grantor, or circumstances beyond the reasonable control of the Grantee.

H. In the event that the Grantor orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

I. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the Grantor may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 13. Abandonment and or Removal of Grantee Facilities

A. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the rights-of-way of the Grantor within one hundred eighty (180) days of receiving notice from the Grantor's Public Works Director; provided however, that the Grantor may permit the Grantee's Facilities to be abandoned in place in such a manner as the Grantor may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the Grantor, the Grantee shall submit to the Grantor a proposal and instruments for transferring ownership to the Grantor. Any such Facilities which are not permitted to be abandoned in place which are not removed within one hundred eighty (180) days of receipt of said notice shall automatically become the property of the Grantor; provided however, that nothing contained within this Section shall prevent the Grantor from compelling the Grantee to remove any such Facilities through judicial action when the Grantor has not permitted the Grantee to abandon said Facilities in place.

Section 14. Undergrounding

A. The parties agree that this Franchise does not limit the Grantor's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the Grantor requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Facilities in the manner approved by the Grantor. Where the Grantor requests relocation of underground facilities for aesthetic purposes, the cost of relocation shall be paid by the Grantor. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of the Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 15. Indemnification and Hold Harmless

A. Grantee shall indemnify, defend and hold the Grantor, its agents, officers, elected officials, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, or in connection with, the willful, tortuous or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; provided, however, such indemnification shall not extend to injury or damage caused by the gross negligence or willful misconduct of the Grantor, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the Grantor, the Grantor shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the Grantor based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

C. The Grantee acknowledges that neither the Grantor nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the Grantor has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the Grantor harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the Grantor's failure or inability to provide such services, and, pursuant to the terms of Section 15, the Grantee shall indemnify the Grantor against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the Grantor's failure or inability to provide such services.

D. Acceptance by the Grantor of any work performed by the Grantee shall not be grounds to avoid this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Franchise.

Section 16. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.
2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$5,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no

endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage.

The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

3. Professional Liability insurance with limits no less than \$5,000,000.00 per claim for all professional employed or retained by Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the Grantor. Any insurance, self-insurance, or insurance pool coverage maintained by the Grantor shall be in excess of the Grantee's insurance and shall not contribute to it.

2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice has been given to the Grantor.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage. Grantee shall furnish the Grantor with certificates and required endorsements, evidencing the insurance requirements of this Section 16 before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the Grantor.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the Grantor's recourse to any remedy to which the Grantor is otherwise entitled at law or in equity.

Section 17. Acceptance of Franchise Area.

The Grantee accepts any privileges by the Grantor to the Franchise Area, public rights-of-way and other public property in an "as-is" condition. Grantee agrees that Grantor has not made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of the Facilities in public property or rights-of-way or possible hazards or dangers arising from other uses of the public property or rights-of-way by the Grantor of the public. Grantee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the Facilities or other activities permitted under this Franchise.

Section 18. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned or otherwise alienated without the express prior consent of the Grantor by ordinance.

C. In the case of an assignment or transfer, Grantee and any proposed assignee or transferee shall provide and certify the following to the Grantor not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the Grantor of an applicant for a franchise

with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer, prior to the Grantor's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the Grantor a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The Grantor is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the Grantor to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 19. Dispute Resolution

A. In the event of a dispute between the Grantor and the Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Okanogan County, Washington or the appropriate U.S. District Court. Solely for the purpose of enforcing this agreement and any court orders related to this Agreement and solely as to the City of Okanogan, the Confederated Tribes of the Colville Reservation grants this limited waiver of sovereign immunity and waives defenses related to sovereign immunity as to this Agreement and the City of Okanogan for proceedings outlined in this section. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 20. Enforcement and Remedies

A. If the Grantee shall violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the Grantor may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Grantee will be provided a longer period provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions within the thirty-day cure period, the Grantor may claim liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of Fifty Thousand Dollars (\$50,000.00). If the specified conditions are not cured within thirty (30) days, unless extended in the sole discretion of the Grantor, Grantee agrees that any and all permits may be suspended or not issued until the specified conditions are completed to the satisfaction of the Grantor.

B. Should the Grantor determine that Grantee is acting beyond the scope of this Franchise, the Grantor reserves the right require the Grantee to apply for, obtain, and comply with all applicable Grantor permits, franchises, or other Grantor permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or Grantor laws, to compel Grantee to cease such actions.

Section 21. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or Grantor laws, regulations and policies (including all applicable elements of the Grantor's comprehensive plan), in conformance with state, local and federal laws and regulations, affecting performance under

this Franchise. Furthermore, notwithstanding any other terms of this Franchise appearing to the contrary, the Grantee shall be subject to the police power of the Grantor to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The Grantor reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a Grantor Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the Grantor may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the Grantor deems possible.

Section 22. License, Tax and Other Charges

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the Grantor may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 23. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 24. Miscellaneous

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Grantee shall pay for the Grantor's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$2,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement or other document, the provisions of the Franchise shall control.

C. Failure of the Grantor to declare any breach or default under this Franchise or any delay in acting shall not waive such breach or default, but the Grantor shall have the right to declare any such breach or default at any time. Failure of the Grantor to declare one breach or default does not act as a waiver of the Grantor's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the Grantor with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

Section 25. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Implementation

The Grantor Administrator or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this Ordinance.

Section 27. Effective date

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED IN REGULAR AND OPEN SESSION this ____ day of _____, 2025

Mayor Wayne L. Turner

INTRODUCED: _____

PASSED: _____

APPROVED: _____

PUBLISHED: _____

ATTESTED: _____

APPROVED AS TO FORM: _____

EXHIBIT A

FRANCHISE AREA

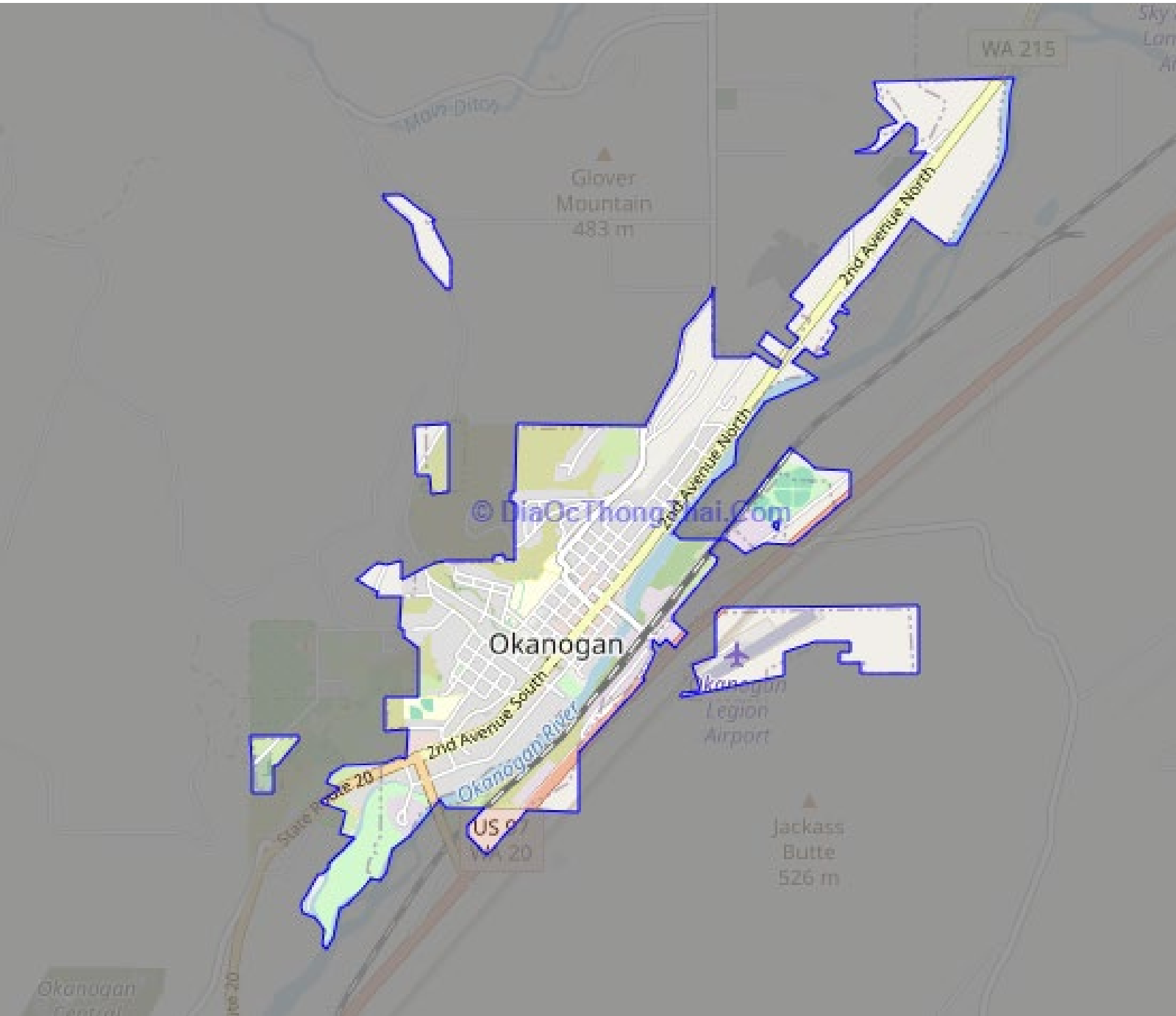


EXHIBIT "B"

STATEMENT OF ACCEPTANCE

The Confederated Tribes of the Colville Reservation, for itself, its successors and assigns, hereby accepts
and agrees to
be bound by all lawful terms, conditions and provisions of the Franchise attached hereto
and incorporated herein by this reference.

The Confederated Tribes of the Colville Reservation

By:

Date:

Name:

Title:

Signature:

**CITY OF OKANOGAN
COUNCIL MINUTES
June 17, 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.

OPEN RECORD PUBLIC HEARING: Gardner Alley Vacation

Mayor Turner opened Gardner Alley Vacation Public hearing at 7:00 p.m. by stating the purpose of the hearing is to take relevant testimony on the City Council's decision to affirm, modify, or reject the petition filed by Nicholas Gardner to vacate a 10 foot section of the 20 foot dedicated alleyway northeasterly of Lot 12, Block 5, of Alma addition in Okanogan.

Mayor Turner provided for any challenges to the Council's jurisdiction. There were none stated.

Mayor Turner provided the opportunity for the disclosure of any conflicts of interest or appearance of fairness issues or to disclose any pertinent information. There were none stated.

Mayor Turner provided the opportunity for the disclosure of any ex-parte communication, such that everyone will have the benefit of the information. There were none stated.

Mayor Turner asked if there was anyone present who wished to challenge any of the Council, or himself as the Hearing Chairman, for conflicts of interest or appearance of fairness issues in conducting this hearing. There were none stated.

Mayor Turner opened the testimony portion of the hearing at 7:02 p.m. with the presentation of the Staff Report and then will provide for any Petitioners who desire to speak the opportunity, then those who signed in the opportunity to present testimony and then anyone present to present testimony, stating your name and address clearly please. There was no testimony.

Mayor Turner asked for Staff to provide a Staff Report. Planner Johnson provided the Staff Report, provided some historical information regarding the proposed property to be vacated, and reviewed the information provided to the council.

Mayor Turner provided an opportunity for the Council to ask direct questions. There were none stated.

Mayor Turner provided the opportunity for the Proponents and Staff to rebut or have a closing comment. There were none stated.

Mayor Turner provided the opportunity for discussion amongst the Council. There was none stated.

Mayor Turner closed the hearing portion of the meeting at 7:06 p.m. and stated that during the business portion of the meeting the Council may discuss the Ordinance.

OPEN RECORD PUBLIC HEARING: 2026-2031 Six Year Transportation Program

Mayor Turner opened the 2026 – 2031 Public hearing at 7:07 p.m. by stating the purpose of the hearing is to take relevant testimony on the City's proposed six-year transportation improvement program for years 2026 – 2031 and a revised transportation improvement program for the years 2025 – 2030.

Mayor Turner provided for any challenges to the Council's jurisdiction. There were none stated.

Mayor Turner provided the opportunity for the disclosure of any conflicts of interest or appearance of fairness issues or to disclose any pertinent information. There were none stated.

Mayor Turner provided the opportunity for the disclosure of any ex-parte communication, such that everyone will have the benefit of the information. There were none stated.

Mayor Turner asked if there was anyone present who wished to challenge any of the Council, or himself as the Hearing Chairman, for conflicts of interest or appearance of fairness issues in conducting this hearing. There were none stated.

Mayor Turner opened the testimony portion of the hearing at 7:08 p.m. with the presentation of the Staff Report and then will provide for any Petitioners who desire to speak the opportunity, then those who signed in the opportunity to present testimony and then anyone present to present testimony, stating your name and address clearly please. There was no testimony.

Mayor Turner asked for Staff to provide a Staff Report. Public Works Director Davisson provided the Staff Report and reviewed the information provided to the council.

Mayor Turner provided an opportunity for the Council to ask direct questions. there were none stated.

Mayor Turner provided the opportunity for discussion amongst the Council. There were none stated.

Mayor Turner closed the hearing portion of the meeting at 7:09 p.m. and stated that during the business portion of the meeting the Council may discuss Resolution 2025-4.

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, Building Official/Permit Administrator Bryan Forbus, and Planner Christopher Johnson via zoom.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Turner asked if there were any alterations to the Agenda or Consent Agenda. Bauer moved, seconded by Lind, Sr. 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

There were no pre-excused Councilmembers on the Agenda and Consent Agenda.

APPROVAL OF MINUTES

The Minutes of the Regularly Scheduled Council Meeting of June 3, 2025 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 56197 through 55235 (55234 Voided) dated June 17, 2025 in the amount of \$134,810.07, and electronic payments dated May 8, 2025 through June 2, 2025 in the amount of \$984.29, and a Cashier's Check in the amount of \$40,706.53 were approved with the Consent Agenda.

PUBLIC COMMENT

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

DEPARTMENT HEAD REPORTS

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

- ❖ Chad Stansbury obtained the Washington State Water Distribution Manager 2 Certification
- ❖ Performed road closure and detours for Okanogan Days
- ❖ Performed hauling picnic tables and trash receptacles for Okanogan Days
- ❖ Performed road closures for two Okanogan High School Graduations
- ❖ Performed opening the City Pool for the season
- ❖ Continuing to advertise for a Mechanic

Building Official/Permit Administrator Bryan Forbus submitted a written report. In addition, he announced the following:

New Permits:

- ❖ New Duplex permit application on 3rd Avenue, South
- ❖ New Billiards Hall permit application at 647 2nd Avenue, South
- ❖ New Short Plat application on Rodeo Trail
- ❖ New Duplex permit application at 327 Maple Street

Inspections:

- ❖ Okanogan School District Playground inspection approved and complete
- ❖ Okanogan County Morgue Project steel framing inspection approved

Enforcement:

- ❖ Todd property on 2nd Avenue, North under contract pending sale
- ❖ Blue Mountain Trailer Park/Motel scheduled for reinspection on Monday, June 23rd at 10:00 a.m.

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

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

Planner Johnson reported he is currently working on the following:

- ❖ Various zoning issues
- ❖ FEMA maps for Salmon Creek
- ❖ FAA issues for the Airport

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

- ❖ Will be setting up a meeting with the Finance Committee to discuss investments after meeting with Peter from TVI

- ❖ She will not attend the July 1st, 2025 Council meeting due to attending the SHRM-HR Conference

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

COMMITTEE REPORTS

Development Committee Chair Lyles reported the Development committee met on Tuesday, June 3rd at 6:15pm to discuss an offer to purchase a City owned parcel of land on Phillip Ave.

Those present were Committee Chair John Lyles, Councilmember Eric Lind, Mayor Wayne Turner, Public Works Director Shawn Davisson, and Clerk Treasurer Jessica Blake.

The property in question was acquired by the City in 1986 due to non-payment of an assessment to install sewer due to health concerns. The City has no plans to develop the property. The person making the purchase offer owns land surrounding the property and intends to clean up the debris left by trespassers and turn it into additional pasture for his animals.

The committee is recommending that the Council declare this property as surplus and authorize the Mayor and City Clerk Treasurer to dispose of the property through direct sale.

Further discussion will occur during the new business portion of this meeting.

UNFINISHED BUSINESS

There was no Unfinished Business on the Agenda.

NEW BUSINESS

Ordinance No.1245 – Gardner Half Alley Vacation

Mayor Turner introduced Ordinance No. 1245: Gardner Half Alley Vacation.

Lind, Sr. moved, seconded by Bauer to accept the staff findings and recommendations and adopt Ordinance No. 1245.

There was a brief discussion.

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

Noes: None

Motion carried: 7 Ayes: 0 Noes

Resolution 2025 – 4 Six Year Transportation Improvement Plan

Public Works Director Davisson introduced Resolution 2025 – 4 Six Year Transportation Improvement Plan.

Lyles moved, seconded by Streeter that Resolution 2025 – 4 be adopted approving the 2026 – 2031 Transportation Improvement Program and amending the 2025 – 2030 Transportation Improvement Program for the City of Okanogan.

There was no discussion.

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

Noes: None

Motion carried: 7 Ayes: 0 Noes

Resolution 2025 – 5 Declaring Certain City-Owned Property Surplus

Mayor Turner introduced Resolution No. 2025 – 5 Declaring Certain City-Owned Property Surplus.

Gillespie moved, seconded by Bauer to adopt Resolution No. 2025 – 5.

There was a brief discussion.

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

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

Bauer expressed her appreciation to the City of Okanogan for hosting the WorkSource Tour and how the participants enjoyed the tour and information.

Varner pointed out that Okanogan Days was a great success and expressed her appreciation to Public Works Staff, Clerk Treasurer Blake, and Mayor Turner for their participation in the preparations and for having a City of Okanogan Booth.

MAYOR'S REPORT

Mayor Turner announced Councilmember Bauer and he will be attending the AWC Annual Conference 2025 June 24-27 in Kennewick and are also signed up for the collaborative leadership training.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:31 p.m.

Minutes taken and prepared by Deputy Clerk Treasurer Susan Stewart

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, Clerk Treasurer