

**CITY OF OKANOGAN
COUNCIL AGENDA
July 15, 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**
Steve Streeter
4. * **APPROVAL OF MINUTES**
July 1, 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**
Ordinance 1246 – Colville Tribes Franchise Agreement – 2nd Reading
10. **NEW BUSINESS**
Power Outage Resilience Project Acceptance and Close Out
WSDOT Local Agency Agreement – 2nd Avenue Sidewalk Replacement Project
WSDOT Local Agency Agreement – Oak Street Railroad Crossing Project

Resolution 2025-6 – 520 S 2nd Abatement – Setting Date for Public Hearing

11. * **CORRESPONDENCE**

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: Jessica Blake, City Clerk/Treasurer

Date: July 10, 2025

Subject: Ordinance No. 1246 Franchise Agreement Between the City of
Okanogan and Colville Confederated Tribes – 2nd Reading

Attached for a second 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 adopt Ordinance 1246

Memorandum

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: July 9, 2025

Subject: Final Progress Estimate 4/Project Close Out

Attached for City Council's review is Final Progress Estimate 4 and Project Closeout for the Power Outage Resilience Project. The project has been completed to the Engineer's satisfaction and acceptance is recommended at this time.

Suggested Motion: I move to accept the Power Outage Resilience project as complete, authorize payment to Rudnick & Sons for Progress Estimate 4 and direct staff to complete project closeout.

Memorandum

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: July 10, 2025

Subject: WSDOT – Local Agency Agreement/Funding Award Acceptance

Attached for City Council's approval is a Washington State Department of Transportation Local Agency Agreement (LAA) to partially fund the 2nd Ave Sidewalk Replacement Project. This project is funded at 86.5% with federal Surface Transportation Block Grant (STBG) funds and we plan to apply to the Transportation Improvement Board (TIB) for the matching 13.5% when their grant cycle opens in the fall.

The LAA obligates \$64,356 in federal funding for the Preliminary Engineering Design costs. The City will be responsible for the match of \$10,044 unless TIB funds are secured. Design engineering is scheduled to begin this year, Right of Way (ROW) is scheduled for 2026, and Construction is anticipated in 2027. Obligation of funds for subsequent years will occur in those years prior to July 31st. Additional future obligations for this project include \$12,975 for ROW and \$441,669 for Construction.

A draft has been sent to WSDOT for review and they may have additional comments to add to the LAA.

Suggested Motion: I move to accept the STBG funding award for the 2nd Ave Sidewalk Replacement project and authorize Mayor Turner to sign the Local Agency Agreement once comments are returned from WSDOT and to sign other necessary contract documents to secure funding.

Memorandum

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: July 10, 2025

Subject: WSDOT – Local Agency Agreement/Funding Award Acceptance

Attached for City Council's approval is a Washington State Department of Transportation Local Agency Agreement (LAA) to fund the Oak Street Railroad Crossing Project. This project is funded with federal Rail-Highway Crossings (Section 130) Safety Program funds.

The LAA obligates \$100,000 in federal funding for the Preliminary Engineering Design costs. Design engineering is scheduled to begin this year, and Construction is anticipated to be complete in 2027. Obligation of funds for subsequent years will occur in those years prior to July 31st.

Additional obligations will be the Construction phase in the amount of \$965,000, for a total project cost of \$1,065,000. There is no match requirement.

A draft has been sent to WSDOT for review and they may have additional comments to add to the LAA.

Suggested Motion: I move to accept the Section 130 funding award for the Oak Street Railroad Crossing project and authorize Mayor Turner to sign the Local Agency Agreement once comments are returned from WSDOT and to sign other necessary contract documents to secure funding.

Memorandum

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, City Clerk Treasurer

Date: July 10, 2025

Subject: Resolution 2025-6 – Fixing time for a public hearing

Attached for City Council's approval is Resolution 2025-6, fixing the time to conduct a public hearing on the itemized cost for abatement of a dangerous building located at 520 S 2nd Ave, Okanogan.

The City received the final release from the Department of Revenue on July 10, 2025 enabling the final payment of retainage necessary to complete expenses for the project. The itemized expenses and associated documentation required by the 1997 Uniform Code for the Abatement of Dangerous Buildings is attached for your review.

Notice will be given at least 10 days prior to the hearing and any objections or protests must be received prior to the hearing to be considered.

Suggested Motion: I move to adopt Resolution 2025-6.

DEPARTMENT HEAD REPORT

Clerk's Office

July 15, 2025

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

1. Budget

- Posted Vouchers for 2nd Council July 2025
- Paid Vouchers for 1st Council July 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 1st Payroll for July 2025
- Completed quarterly reports

5. Planning/Building

- Assisted Building Official with various issues
- Assisted Planner with various issues
- Assisted Code Enforcement with various issues
- Attended Planning Commission Meeting

6. Utilities

- Updated Utility Accounts
- Printed & Mailed July delinquents
- Updated Website

7. Sports Complex

- Updated calendar of events

8. Wellness

- Attended wellness event – Picnic in the Park

9. Clerk Treasurer

- Attended Finance Committee Meeting
- Attended SHRM Conference

Code Enforcement/Animal Control/Assistant Permit Admin Report

City Council Meeting

July 15th, 2025

Patrolled the city

Animal Complaints

3 closed

Public Nuisance

1 closed

15 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

3 closed

Department Head Report

Fire Department

July 15, 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- 129 calls
- Submitted monthly reports to the state
- Completed and submitted monthly city stipend and 2nd quarter district stipend.

Training

- Truck checks
- Business Meeting
- Officers Meeting
- Scene Size-Up & Fire Behavior
- "The First 5 Minutes" Drill
- OTEP

Fire Calls to Date

- Activated Alarm- 36
- Motor vehicle Accident- 22
- Motor vehicle fire- 12
- Brush Fire- 20
- Structure Fire- 4
- EMS Assist- 7
- Fire Other/Good Intent- 28
- Haz-Mat- 0

Hours Spent on Calls and Training to Date

- District: 30.07 Man Hours to Date: 317.46
- City: 17.21 Man Hours to Date: 134.03
- Training: 98 Man Hours to Date: 1,244.00

Totals Calls to Date:

- District: 73
- City: 56

Events:

- Department Hose Testing the 19th and 20th
- Attended Fire District # 3 Commissioner's Meeting on 7/8/2025
- Attended Wildfire Meeting with New Lands Commissioner on 7/10/2025

DEPARTMENT HEAD REPORT

Public Works

July 15, 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
- Performed monthly water sampling
- Performed daily arsenic removal plant rounds
- Performed service body removal and install
- Performed flatbed installation

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
- Performed submitting the discharge monitoring report to DOE
- Performed sewer mainline cleaning

Street Department

- Performed street sweeping operations
- Performed tree trimming
- Performed vegetation management
- Performed placing American Flags downtown as needed
- Performed graffiti removal & garbage removal under bridges

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Attended an Okanogan Legion Airport quarterly meeting

Shop

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

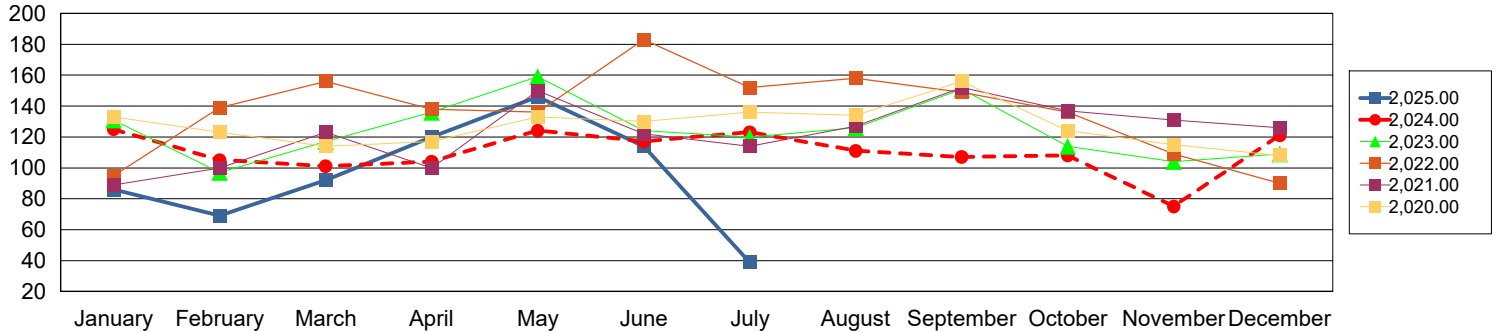
Other

- Performed monitoring the 3rd Avenue project
- Assisted the contactor on the 3rd Avenue project as needed
- Continuing to advertise for a Mechanic
- Public Works participated in a wellness event



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **115**
- Thefts in last 30 days: **4**
- Burglary / Trespass in last 30 days: **9**
- Assaults / Disputes in last 30 days: **13**
- Traffic incidents in last 30 days: **11**
- Total City Incidents YTD: **734**

Traffic Stops: **52**

Law Incidents - Last 30 Days

OCSO

100

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
06/26/2025 13:48	SUSPICIOUS	2ND	OKANOGAN	S25-03837
06/26/2025 14:25	INFORMATION	PINE	OKANOGAN	S25-03841
06/27/2025 19:21	LOST PROPERTY	2ND	OKANOGAN	S25-03871
06/28/2025 07:51	TRESPASSING	3RD	OKANOGAN	S25-03882
06/28/2025 10:00	BURGLARY	ELMWAY	OKANOGAN	S25-03885
06/28/2025 18:32	CITIZEN ASSIST	HENNEPIN	OKANOGAN	S25-03898
06/28/2025 19:58	WELFARE CHECK	ELMWAY	OKANOGAN	S25-03899
06/29/2025 13:08	HARASSMENT	5TH	OKANOGAN	S25-03910
06/29/2025 21:00	TRESPASSING	5TH	OKANOGAN	S25-03926
06/29/2025 21:02	THEFT OTHER	2ND	OKANOGAN	S25-03925
06/30/2025 08:18	EXTRA PATROL	4TH	OKANOGAN	S25-03934
06/30/2025 11:55	CITIZEN ASSIST	5TH	OKANOGAN	S25-03942
06/30/2025 16:37	OVERDOSE	2ND	OKANOGAN	S25-03951
06/30/2025 17:11	HARASSMENT	5TH	OKANOGAN	S25-03954
06/30/2025 19:40	CIVIL	4TH	OKANOGAN	S25-03957
06/30/2025 21:28	SUSPICIOUS	2ND	OKANOGAN	S25-03961
07/01/2025 02:35	TRESPASSING	VAN DUYN	OKANOGAN	S25-03965
07/01/2025 10:07	SEX OFFENDER	5TH	OKANOGAN	S25-03969
07/01/2025 16:13	FIREWORKS	2ND	OKANOGAN	S25-03986
07/01/2025 23:00	SUSPICIOUS	MAPLE	OKANOGAN	S25-03991
07/02/2025 09:05	WELFARE CHECK	1ST	OKANOGAN	S25-03996
07/02/2025 09:30	VIOLATE ORDER	5TH	OKANOGAN	S25-03998
07/02/2025 12:10	DRUGS	2ND	OKANOGAN	S25-04001
07/02/2025 14:22	UNSECURE PREMIS	2ND	OKANOGAN	S25-04003
07/03/2025 03:11	SUICIDAL PERSON	TACOMA	OKANOGAN	S25-04021
07/03/2025 06:17	ALARM BURGLARY	ELMWAY	OKANOGAN	S25-04023

07/03/2025 19:34	CIVIL	2ND	OKANOGAN	S25-04040
07/03/2025 20:55	DWLS	2ND	OKANOGAN	S25-04041
07/04/2025 06:59	MISSING PERSON	4TH	OKANOGAN	S25-04046
07/04/2025 17:23	FIREWORKS	5TH	OKANOGAN	S25-04060
07/04/2025 19:39	SUSPICIOUS	4TH	OKANOGAN	S25-04067
07/04/2025 22:56	FIREWORKS	MILL	OKANOGAN	S25-04078
07/05/2025 13:15	LOITERING	5TH	OKANOGAN	S25-04097
07/05/2025 18:26	DOMESTIC DISPUT	2ND	OKANOGAN	S25-04105
07/06/2025 11:49	HARASSMENT	5TH	OKANOGAN	S25-04120
07/06/2025 15:35	INTOXICATION	TYEE	OKANOGAN	S25-04126
07/06/2025 19:40	TRESPASSING	ELMWAY	OKANOGAN	S25-04132
07/06/2025 22:12	DOMESTIC DISPUT	5TH	OKANOGAN	S25-04133
07/07/2025 06:26	TRESPASSING	PINE	OKANOGAN	S25-04137
07/07/2025 13:53	SEX OFF REGISTR	5TH	OKANOGAN	S25-04154
07/07/2025 19:09	FOUND PERSONS	5TH	OKANOGAN	S25-04166
07/08/2025 03:45	VEHICLE PROWL	2ND	OKANOGAN	S25-04175
07/08/2025 12:54	CIVIL	5TH	OKANOGAN	S25-04187
07/08/2025 13:07	SEX OFF REGISTR	5TH	OKANOGAN	S25-04190
07/08/2025 13:47	ASSAULT	3RD	OKANOGAN	S25-04191
07/08/2025 14:06	SEX OFF REGISTR	5TH	OKANOGAN	S25-04192
07/08/2025 16:35	SEX OFF REGISTR	5TH	OKANOGAN	S25-04197
07/09/2025 07:16	ASSAULT	ELMWAY	OKANOGAN	S25-04208
07/09/2025 08:02	SUSPICIOUS	3RD	OKANOGAN	S25-04209
07/09/2025 15:30	SEX OFFENSE	VIEWMONT	OKANOGAN	S25-04221

EMS Calls - Last 30 Days

LIFELINE EMS

22

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
06/28/25 08:19	OVERDOSE	E25-03139
06/30/25 16:37	OVERDOSE	E25-03192
06/30/25 19:15	UNCONSCIOUSNESS	E25-03197
07/01/25 17:55	FALL	E25-03217
07/01/25 20:32	TRANSFER PATIENT	E25-03218
07/02/25 06:44	BREATHING	E25-03224
07/02/25 13:57	HEAT STROKE	E25-03230
07/03/25 19:28	STROKE	E25-03252
07/08/25 00:58	MEDICAL	E25-03314
07/08/25 07:00	TRANSFER PATIENT	E25-03317
07/08/25 19:08	INJURED PERSON	E25-03333
07/08/25 22:28	UNCONSCIOUSNESS	E25-03337

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03

1

06/11/25 13:37	FIRE OTHER	F25-00966
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OKANOGAN PUD

1

06/13/25 13:13	UTILITY PROBLEM	F25-00989
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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 with 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

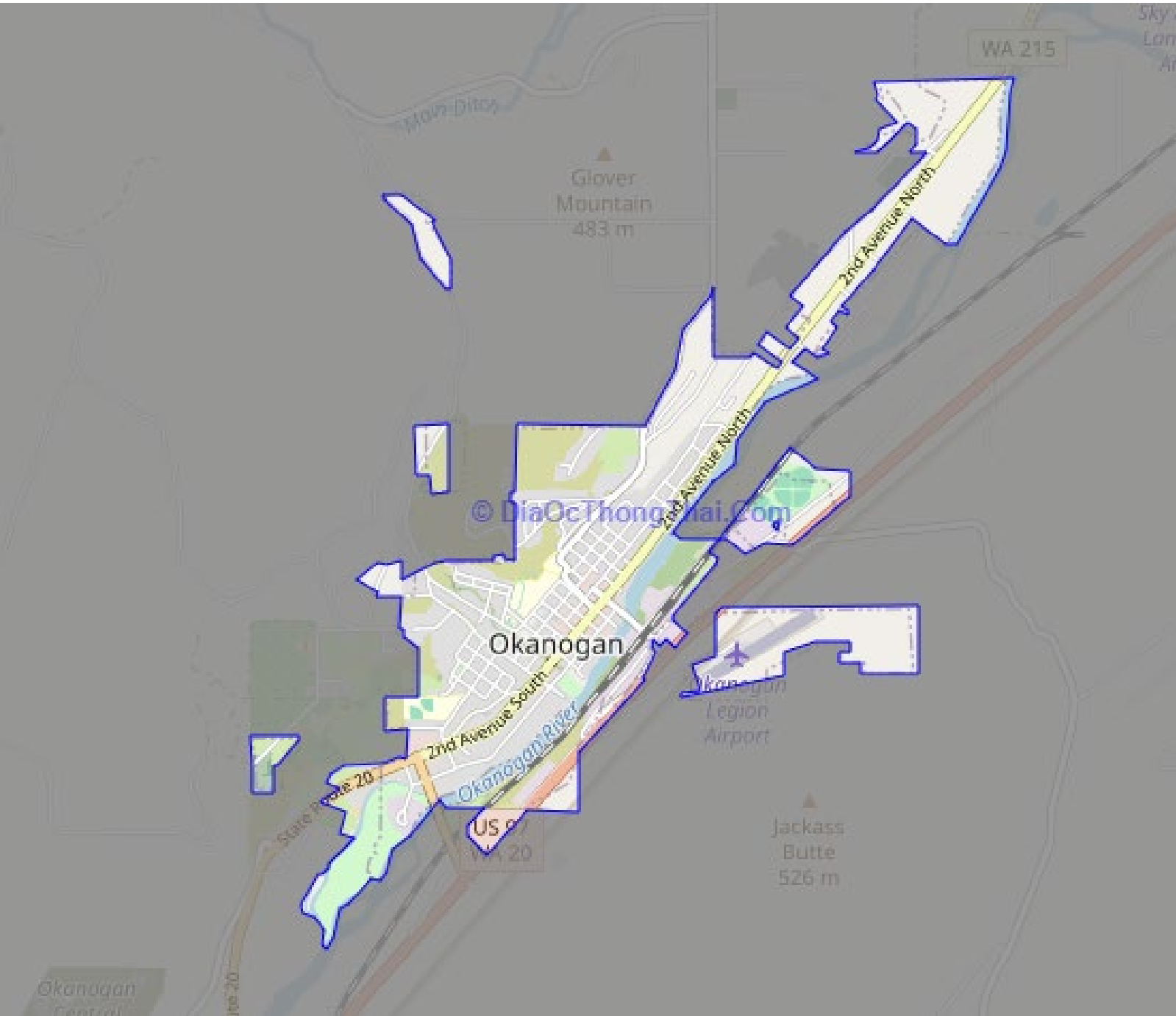


EXHIBIT "B"

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:



June 12, 2025

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

SUBJECT: FINAL PROGRESS ESTIMATE 4, PROJECT ACCEPTANCE, AND
RELEASE OF RETAINAGE, POWER OUTAGE RESILIENCE
CITY OF OKANOGAN, OKANOGAN COUNTY, WASHINGTON
G&O #23846.00

Dear Ms. Blake:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have attached the signed Final Contract Voucher and Progress Estimate 4, which is the final progress estimate for this project. The City should place the progress estimate in its files and forward a copy of the progress estimate 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>
\$33,685.64	\$1,627.33

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all subcontractors on the project. After the contractor has submitted documentation that all required Affidavits of Wages Paid forms have been submitted to the Department of Labor and Industries, we



recommend the City accept the project as complete and submit the “Notice of Completion of Public Works Contract” form online via the Awarding Agency Portal (<https://lni.wa.gov/licensing-permits/public-works-projects/awarding-agencies/awarding-agency-portal>).

Note that the form will not be available if the prime contractor has not filed their affidavit or if it is still pending approval by the Department of Labor and Industries. The following data is provided to assist with the form submittal:

		Date Work Completed June 12, 2025	Date Work Accepted To be Determined
Is this a Federally Funded Transportation Project?		☐ Yes ☒ No	If yes, attach the Contract Bond Statement
Have Subcontractors been used?		☒ Yes ☐ No	If yes, complete Addendum A
☒ Contract/Payment Bond	Waived? ☐ Yes ☒ No	☐ Retainage Bond	Waived? ☐ Yes ☒ No
Detailed Description of Work Completed Electrical modifications to Well 4 and Well 5 for generator operation in the event of a power outage.			
DOR Tax Information			
Contract Amount	\$471,800.00	Liquidated Damages	\$0
Additions (+)	\$1,192.93	Amount Disbursed	\$474,072.98
Reductions (-)	\$14,951.40	Amount Retained	\$22,902.08
Subtotal	\$458,041.53	Other	\$0
Sales Tax Amount	\$38,933.53	Sales Tax Rate	8.5%
Total	\$496,975.06	Total	\$496,975.06
Both totals must be equal – If multiple sales tax rates, attach a list			

After the City has accepted the project, please sign the attached “Final Contract Voucher” and forward a copy to the contractor and Gray & Osborne, Inc.

3. RELEASE OF RETAINAGE

The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the Contract Completion Date.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.

Ms. Jessica Blake
June 12, 2025
Page 3



5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in blue ink, reading 'Zara Guzmán', is positioned above the printed name 'Zara Guzmán, P.E.'.

Zara Guzmán, P.E.

ZG/js
Encl.
By email

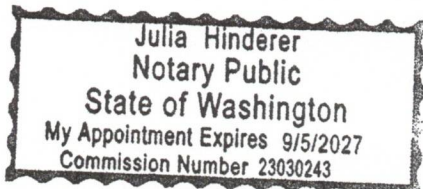
cc: Mr. Shawn Davisson, Public Works Director, City of Okanogan

Final Contract Voucher Certificate

Contractor Rudnick & Sons, LLC			
Street Address 61 East Dry Coulee Road			
City Okanogan	State WA	Zip 98840	Date June 12, 2025
Project Number (Owner) 23846			
Job Description (Title) Power Outage Resilience			
Date Work Physically Completed June 12, 2025		Final Amount (including Sales Tax) \$496,975.06	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Okanogan nor have I rented or purchased any equipment or materials from any employee of the City of Okanogan; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Okanogan for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Okanogan from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



x *[Signature]*
Contractor Authorized Signature Required

Cecwyn Rudnick
Type Signature Name

Subscribed and sworn to before me this 12th day of June 2025

x *[Signature]* Notary Public in and for the State of Washington

Residing at 2580 Aviation Dr, Wenatchee, WA 98802

City of Okanogan Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

x *Zana Guzman* 6/24/2025 x _____
Project Engineer City of Okanogan

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Okanogan for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

FINAL PROGRESS ESTIMATE 4

JUNE 11, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MARCH 23, 2025 TO JUNE 12, 2025

PROJECT:
CITY OF OKANOGAN
POWER OUTAGE RESILIENCE
G&O JOB NUMBER #23846

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
SCHEDULE A: WELL 4 SITE									
1	Mobilization and Demobilization	1	LS	\$3,500.00	25.00%	100.00%	\$875.00	\$3,500.00	100%
2	Electrical, Telemetry and Instrumentation	1	LS	\$92,000.00	1.22%	94.59%	\$1,123.70	\$87,024.30	95%
3	Minor Change	1	CALC	\$5,000.00	59.37%	114.34%	\$2,968.52	\$5,716.93	114%
4	Well 4 Auxiliary Generator	1	LS	\$103,000.00	9.61%	100.00%	\$9,900.00	\$103,000.00	100%
5	Crushed Surfacing Top Course	10	TN	\$140.00	0.00	11.79	\$0.00	\$1,650.60	118%
Subtotal, Schedule A							\$14,867.22	\$200,891.83	
SCHEDULE B: WELL 5 SITE									
1	Mobilization and Demobilization	1	LS	\$3,500.00	25.00%	100.00%	\$875.00	\$3,500.00	100%
2	Electrical, Telemetry and Instrumentation	1	LS	\$105,000.00	1.98%	95.26%	\$2,079.30	\$100,024.30	95%
3	Minor Change	1	CALC	\$5,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
4	Well 5 Auxiliary Generator	1	LS	\$152,000.00	9.69%	100.00%	\$14,725.00	\$152,000.00	100%
5	Crushed Surfacing Top Course	10	TN	\$140.00	0.00	11.61	\$0.00	\$1,625.40	116%
Subtotal, Schedule B							\$17,679.30	\$257,149.70	

FINAL PROGRESS ESTIMATE 4

JUNE 11, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MARCH 23, 2025 TO JUNE 12, 2025

PROJECT:
CITY OF OKANOGAN
POWER OUTAGE RESILIENCE
G&O JOB NUMBER #23846

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

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$32,546.52	\$458,041.53
SALES TAX 8.50%	\$2,766.45	\$38,933.53
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$35,312.97	\$496,975.06
LESS 5% RETAINED (BEFORE TAX)	\$1,627.33	\$22,902.08
TOTAL EARNED TO DATE LESS RETAINAGE		\$474,072.98
LESS AMOUNTS PREVIOUSLY PAID		
PROGRESS ESTIMATE 1		\$156,908.25
PROGRESS ESTIMATE 2		\$70,264.18
PROGRESS ESTIMATE 3		\$213,214.91
TOTAL PAYMENT NOW DUE:	\$33,685.64	\$33,685.64
ORIGINAL CONTRACT AMOUNT (WITHOUT TAX)	\$471,800.00	
CONTRACT PERCENTAGE TO DATE	97%	

FINAL PROGRESS ESTIMATE 4

JUNE 11, 2025

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

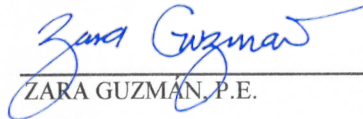
PROGRESS ESTIMATE PERIOD
MARCH 23, 2025 TO JUNE 12, 2025

PROJECT:
CITY OF OKANOGAN
POWER OUTAGE RESILIENCE
G&O JOB NUMBER #23846

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.


ZARA GUZMAN, 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 EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	JUNE 24, 2024 TO NOVEMBER 22, 2024	\$3,950.00	8.50%	\$335.75	\$152,820.00	\$197.50	\$156,908.25
2	NOVEMBER 23, 2024 TO DECEMBER 27, 2024	\$67,888.10	8.50%	\$5,770.49	\$0.00	\$3,394.41	\$70,264.18
3	DECEMBER 28, 2024 TO MARCH 22, 2025	\$353,656.91	8.50%	\$30,060.84	(\$152,820.00)	\$17,682.84	\$213,214.91
4	MARCH 23, 2025 TO JUNE 12, 2025	\$32,546.52	8.50%	\$2,766.45	\$0.00	\$1,627.33	\$33,685.64
TOTAL:		\$458,041.53		\$38,933.53	\$0.00	\$22,902.08	\$474,072.98



Agency

Address

Local Agency Agreement

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number

Agreement Number

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Advertisement Date

Indirect Cost Rate

Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE % Federal Aid Participation Ratio(s) for PE	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate			
Right of Way % Federal Aid Participation Ratio(s) for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate			
Construction % Federal Aid Participation Ratio(s) for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate			
	r. Total Project Cost Estimate			

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT. Not including all fund program prefixes (ex. “STBGR”), Project Number is defined as the Federal Award Identification Number (FAIN).
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
- 4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).

- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.



Okanogan County
Department of
Public Works
1234A Second Avenue South
Okanogan, WA 98840
(509) 422-7300 FAX (509) 422-7301

Josh Thomson P.E.
Director/County Engineer

February 7, 2025

City of Okanogan
Wayne Turner, Mayor
120 3rd Ave. North
Okanogan, WA 98840

RE: STBG Award – Second Avenue (SR 215) Sidewalk Replacement Project

Mr. Turner,

This letter is to confirm that \$519,000 of STBG funds have been awarded to your **Second Avenue Sidewalk Replacement Project** and is hereby approved. Please contact Nancy Huntly, WSDOT Project Prioritization Engineer, Local Programs Division regarding amendment requirements to the Six Year STIP.

The phase, award amount and the year programmed are as follows:

PE	\$64,356	2025
ROW	\$12,975	2026
CN	\$441,669	2027

Funds for each phase must be obligated through WSDOT Local Programs by July 31 of the year indicated above. If there is any indication that funds will not be obligated in the year programmed, contact me as soon as possible to allow program adjustments to be made. This determination needs to be made by January of the programmed year at the latest. If sufficient warning is not made, all entities in Okanogan County risk sanctioning of future federal funds.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Thomson".

Josh Thomson, P.E.
Director/County Engineer

cc: Brian Pearson, P.E., WSDOT Local Programs Engineer, via e-mail
Nancy Huntley, WSDOT Local Programs, via e-mail
Shawn Davisson



Agency

Address

Local Agency Agreement

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number

Agreement Number

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Advertisement Date

Indirect Cost Rate

Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE % Federal Aid Participation Ratio(s) for PE	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate			
Right of Way % Federal Aid Participation Ratio(s) for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate			
Construction % Federal Aid Participation Ratio(s) for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate			
	r. Total Project Cost Estimate			

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT. Not including all fund program prefixes (ex. “STBGR”), Project Number is defined as the Federal Award Identification Number (FAIN).
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
- 4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

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- d. **Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).

- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. **Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.

May 21, 2025

Mr. Shawn Davisson
Public Works Director
City of Okanogan
P.O. Box 752
Okanogan, WA 98840

**RE: Oak Street Railroad Crossing
2024 Rail-Highway Crossings Program
Federal Funding**

Dear Mr. Davisson:

WSDOT is pleased to advise you that the above-mentioned safety project was selected to receive funding through the Rail-Highway Crossings (Section 130) Safety Program. The federal funding is limited as shown below:

Oak Street Railroad Crossing	\$1,065,000
-------------------------------------	--------------------

Scope: See attached Project Summary.

NOTE: The project is eligible for 100% Section 130 funding, for all phases authorized prior to September 10, 2027. If any phase is not obligated by this date, remaining funding may be rescinded, and the agency will need to re-compete for funding or construct the project with local funds. Scope and funding modifications require prior approval from WSDOT Local Programs.

In order to meet state and federal requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements.
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable.
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Okanogan** and your password is **Okano678**. The password is case sensitive.

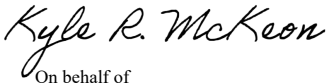
Mr. Shawn Davisson
City of Okanogan
May 21, 2025

- FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, please contact your Region Local Programs Engineer, Brian Pearson at Brian.Pearson@wsdot.wa.gov or 509.667.3090.

Sincerely,



On behalf of
Jay Drye, PE
Director
Local Programs

Attachment

JD:me:cdm

cc: Jon Neal, Chair, OCOG-RTPO
Brian Pearson, PE, North Central Region Local Programs Engineer
Paul Snow, Safety Analyst, WSDOT Local Programs

Project Summary

2024 Railway-Highway Crossing Program

(FHWA Section 130)

Program: FHWA Safety Program (Section 130)

Agency: City of Okanogan

Date: 01/09/2025

Project Title: Oak Street Crossing

Project Number: To be assigned

USDOT Crossing Number: 096287T

Project Point of Contact: Shawn Davisson

Phone: 509-422-3600 Ext 17

Email: publicworks@okanogancity.com

Project Description:

Road improvements, railroad crossing improvements and pedestrian improvements sidewalks and curb ramps.

Detailed Project Description:

The project will complete road improvements, railroad crossing improvements and pedestrian facilities on Oak Street from Railroad Ave then east across the tracks to Rodeo Trail Rd. Pedestrian improvements include sidewalks, and curb ramps on either side. Roadway improvements include subgrade repair, HMA overlay, and stormwater facilities. Railroad crossing improvements include replacing the existing badly worn and damaged rubberized crossing pads with 8' concrete crossing pads, replacing the existing cantilever lighted signals with crossing arms and bungalow, adding railroad signs, and railroad pavement markings.

Project Schedule (Estimated):

Project added to the Statewide Transportation Improvement Program (STIP)	05/25
Begin PE (PE authorized by WSDOT/FHWA)	10/25
Environmental documents approved (required for every project)	03/26
Right of way completed (certification, if required)	N/A
Railroad contract	08/26
Contract advertised for roadway work (if required)	10/26
Contract awarded (must occur within two years of selection)	11/26
Open to traffic	06/27

Project Cost and Award Amount:

Total					
Phase	Amount requested	10% local match required	Local Match Source	Total Cost	Amount awarded
Preliminary Engineering	\$100,000	\$0		\$100,000	
Right-of-Way	\$0	\$0		\$0	
Construction	\$965,000	\$0		\$965,000	
Total	\$1,065,000	\$0		\$1,065,000	

If you agree to the project summary described above, please sign or electronically sign below and return to Paul Snow at Paul.Snow@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Wayne L. Turner
(Wayne L. Turner) Mayor

Approving Authority Signature: Wayne L. Turner Date: 1/14/25

RESOLUTION No. 2025-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKANOGAN, WASHINGTON FIXING THE TIME TO CONDUCT A HEARING ON THE ITEMIZED COST FOR THE ABATEMENT OF A DANGEROUS BUILDING LOCATED AT 520 2ND AVE S, OKANOGAN AND CAUSING NOTICE OF THE SAME

WHEREAS, The Building Official for the City of Okanogan served a Final Notice and Order on Gagandeep and Jatinder Bains, the owners of the property located at 520 S 2nd Ave, Okanogan on August 10, 2023. The Final Notice and Order followed a Certificate of Notice filed with the Okanogan County Auditor's Office on December 15, 2022 certifying that (1) the building described above is a dangerous building, and (2) that the owner has been so notified; and

WHEREAS, Due to the owners failure, neglect, or refusal to obey the Final Notice and Order, the City of Okanogan did cause the work to be performed and the dangerous building to be demolished; and

WHEREAS, An itemized and total cost of the work, a description of the real property upon which the building or structure was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3 of the 1997 Uniform Code for the Abatement of Dangerous Buildings has been received by the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Okanogan, Washington:

The City Council will conduct an open record hearing during their regular scheduled meeting on Tuesday, August 5, 2025 to consider the itemized and total cost of the work performed to abate the dangerous building located at 520 S 2nd Ave, Okanogan and any protests or objections thereto. The meeting will begin at 7:00 PM at Okanogan City Hall, 120 3rd Ave. North, Okanogan, and the agenda will set the order of business. The City Clerk shall provide not less than 10 days' notice as specified in Section 902 of the 1997 Uniform Code for the Abatement of Dangerous Buildings.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OKANOGAN this _____ day of _____, 2025.

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

Memorandum

To: Jessica Blake, City Clerk

From: Shawn Davisson, Director of Public Works

Date: July 10, 2025

Subject: Account of Expense/520 S 2nd Demolition

Attached for your review is the itemized and total cost and description of the work completed for the abatement of a dangerous building located at 520 S 2nd Ave, Okanogan.

The property is further known as Assessor's Parcel No. 1190070110, Tax 10 Lot 1, Lot 10 & 11, Sely 10 FT of NWly & SE2 VAC 3rd Ave & PTN VAC Alley BLK 7 Kaholows Add, Section 17, Township 33 North Range 26 EWM, Okanogan County, Washington.

The record owner of the property is Gagandeep and Jatinder Bains, 2042 Elmway, Okanogan, WA 98840.

SD

001-000-000-524-60-41-03

INV# 13752
PERMIT# CB-24-2089: 520 2ND AVE, S-DEMO PERMIT
INV# 13783
Retainage Release

TOTAL

Bains Repair and Demolition Fund

3 Kings Envirnomental, Inc	11/22/2024	\$ 327,213.18
Okanogan, City of	11/4/2024	\$ 175.00
3 Kings Envirnomental, Inc	12/6/2024	\$ 97,156.49
3 Kings Envirnomental, Inc	7/10/2025	\$ 20,500.95
		\$ 445,045.62

**INVOICE**INVOICE NO
13752

SOLD TO City of Okanogan
P.O. Box 752
Okanogan, WA 98840

SHIP TO 224164--City of Okanogan
520 2nd Ave S
Okanogan
Okanogan, WA 98840

ACCOUNT NO	PO NUMBER		TERMS	INVOICE DATE	PAGE
OKAN0001			Net 30	11/22/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Pay App #1	316,148.00	316,148.00

ITEM TOTAL 316,148.00
TAX 26,872.58
RETENTION -15,807.40

TOTAL AMOUNT 327,213.18

*Please remit to: PO Box 280, Battle Ground, WA 98604
For questions call (360)666-5464 * (888)435-4647 * (253)750-0908*

*There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.
We do accept major credit cards, there will be a 3% processing fee added if paid via CC.
Environmental and survey reports are released upon payment.
THANK YOU FOR THE OPPORTUNITY TO PROVIDE OUR SERVICES.*

PAY APPLICATION FOR WORK COMPLETED

APPLICATION NO.:

1

PROJECT:

Demolition and Abatement of Dangerous and Nuisance Conditions

CONTRACTOR:

3 Kings Environmental, Inc.

SUBCONTRACT/PO:

Public Works Construct

PERIOD: 10/1/2024 to 11/30/2024



A	B					C	D		E		F		G	H
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	Unti Costs	SCHEDULED VALUE	WORK COMPLETED						% F/C	BALANCE TO FINISH (C-F)	
						PREVIOUS QTY	VALUE PREVIOUS APPLICATIONS	CURRENT QTY	VALUE CURRENT APPLICATION	TO DATE QTY	TOTAL TO DATE (D+E)			
1	Mobilization	1	LS	\$ 54,070.00	\$ 54,070.00	0.00	\$ -	0.75	\$ 40,552.50	0.75	\$ 40,552.50	75%	13,517.50	
2	Abatement	1	LS	\$ 181,201.00	\$ 181,201.00	0.00	\$ -	1.00	\$ 181,201.00	1.00	\$ 181,201.00	100%	0.00	
3	Structural Demo	1	LS	\$ 86,885.00	\$ 86,885.00	0.00	\$ -	0.50	\$ 43,442.50	0.50	\$ 43,442.50	50%	43,442.50	
4	Landfill Cost (demo)	1	LS	\$ 52,730.00	\$ 52,730.00	0.00	\$ -	0.30	\$ 15,819.00	0.30	\$ 15,819.00	30%	36,911.00	
5	EWO #1 ACM Roofing	1	LS	\$ 35,133.00	\$ 35,133.00	0.00	\$ -	1.00	\$ 35,133.00	1.00	\$ 35,133.00	100%	0.00	
6					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
7					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
8					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
9					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
Total					\$ 410,019.00		\$ -		\$ 316,148.00		\$ 316,148.00	77%	93,871.00	

Per Contracts - Original Contract
Approved Change Order

\$ -
\$ -
\$ -

WSST @ 8.5
Retainage @ 5%
Billed To Date

\$ 316,148.00
\$ -
316,148.00
15,807.40
300,340.60

Retainage n/a to WSST

Billings:	Contract	WSST	Retainage	Total
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
Total Billings	\$ -	n/a	\$ -	\$ -

Payments:	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Payments	\$ -

Total Outstanding for said project	\$ -
------------------------------------	------

INTERIM LIEN/CLAIM WAIVER

FROM: 3 Kings Environmental, Inc.
(Name of Firm Giving Release)

P.O. Box 280
(Business Address)

Battle Ground, WA 98604
(City, State, Zip Code)

Contact: April Case

Telephone: (360) 666-5464

Fax/Email: acase@3kingsinc.com

PROJECT: Okanogan 520 and Demo
(Project Name)

520 and Ave S.
(Project Address)

Okanogan, WA 98840
(City, State, Zip Code)

Project Mgr: Vladimir Nesterkin

Telephone: (360) 666-5464

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt of a check from City of Okanogan in the sum of \$ 316,148.00 and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the Project to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished through (Date:) 11/30/24 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party would verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

3 Kings Environmental, Inc.

Signature: [Signature]
(Authorized Corporate Officer)

Ron King
(Typed or Printed Name)

President
(Title)

Dated this 22nd day of 20 24
at Vancouver, WA

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced project, effective when said check has been properly endorsed and has been paid by the bank on which it was drawn. This release covers all payment for labor, services, equipment, Sub-Tier Subcontractors, materials furnished and/or claims to the above referenced job through (Date:) _____ only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

3 Kings Environmental, Inc.

Signature: _____
(Authorized Corporate Officer)

(Typed or Printed Name)

(Title)

Dated this _____ day of 20 _____
at _____

**INVOICE**INVOICE NO
13783

SOLD TO City of Okanogan
P.O. Box 752
Okanogan, WA 98840

SHIP TO 224164--City of Okanogan
520 2nd Ave S
Okanogan
Okanogan, WA 98840

ACCOUNT NO	PO NUMBER		TERMS	INVOICE DATE	PAGE
OKAN0001			Net 30	12/6/2024	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Pay App #2	93,871.00	93,871.00

ITEM TOTAL 93,871.00
TAX 7,979.04
RETENTION -4,693.55

TOTAL AMOUNT 97,156.49

*Please remit to: PO Box 280, Battle Ground, WA 98604
For questions call (360)666-5464 * (888)435-4647 * (253)750-0908*

*There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.
We do accept major credit cards, there will be a 3% processing fee added if paid via CC.
Environmental and survey reports are released upon payment.
THANK YOU FOR THE OPPORTUNITY TO PROVIDE OUR SERVICES.*

PAY APPLICATION FOR WORK COMPLETED

APPLICATION NO.:
PROJECT:
CONTRACTOR:
SUBCONTRACT/PO:

2
Demolition and Abatement of Dangerous and Nuisance Conditions
3 Kings Environmental, Inc.
Public Works Contract

PERIOD: 12/1/2024 to 12/31/2024



A	B					C	D		E		F		G	H
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	Unti Costs	SCHEDULED VALUE	WORK COMPLETED						%	BALANCE TO FINISH	
						PREVIOUS QTY	VALUE PREVIOUS APPLICATIONS	CURRENT QTY	VALUE CURRENT APPLICATION	TO DATE QTY	TOTAL TO DATE (D+E)			F/C
1	Mobilization	1	LS	\$ 54,070.00	\$ 54,070.00	0.75	\$ 40,552.50	0.25	\$ 13,517.50	1.00	\$ 54,070.00	100%	0.00	
2	Abatement	1	LS	\$ 181,201.00	\$ 181,201.00	1.00	\$ 181,201.00	0.00	\$ -	1.00	\$ 181,201.00	100%	0.00	
3	Structural Demo	1	LS	\$ 86,885.00	\$ 86,885.00	0.50	\$ 43,442.50	0.50	\$ 43,442.50	1.00	\$ 86,885.00	100%	0.00	
4	Landfill Cost (demo)	1	LS	\$ 52,730.00	\$ 52,730.00	0.30	\$ 15,819.00	0.70	\$ 36,911.00	1.00	\$ 52,730.00	100%	0.00	
5	EWO #1 ACM Roofing	1	LS	\$ 35,133.00	\$ 35,133.00	1.00	\$ 35,133.00	0.00	\$ -	1.00	\$ 35,133.00	100%	0.00	
6					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
7					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
8					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
9					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	#DIV/0!	0.00	
Total					\$ 410,019.00		\$ 316,148.00		\$ 93,871.00		\$ 410,019.00	100%	0.00	

Per Contracts - Original Contract
Approved Change Order

\$ -
\$ -
\$ -

WSST @ 8.5

\$ 410,019.00
-
410,019.00

Retainage @ 5%

20,500.95

Billed To Date

389,518.05

Retainage n/a to WSST

Billings:	Contract	WSST	Retainage	Total
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
Total Billings		\$ -	\$ -	\$ -

Payments:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</
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Total Outstanding for said project	\$ -
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INTERIM LIEN/CLAIM WAIVER

FROM: 3 Kings Environmental, Inc.

(Name of Firm Giving Release)

15001 NE 10th Ave

(Business Address)

Vancouver, WA 98685

(City, State, Zip Code)

Contact: April Case

Telephone: 360-666-5464

Fax/Email: acase@3kingsinc.com

Abatement of Dangerous and Nuisance

PROJECT: Conditions 520 2nd Ave S.

(Project Name)

520 2nd Ave S

(Project Address)

Okanogan, WA 98840

(City, State, Zip Code)

Project Mgr: Vlad Nesterkin

Telephone: 360-666-5464

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that upon receipt of a check from The City of Okanogan in the sum of \$ 97,156.49 and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the Project to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished through (Date:) 12/31/2024 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party would verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

**excluding outstanding check
for invoice 13752 \$327,213.10*

3 Kings Environmental, Inc.

Signature: 

(Authorized Signature)

April Case

(Typed or Printed Name)

Assistant Controller

(Title)

Dated this 16th day of 20 24

at Vacouver, Washington

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced project, effective when said check has been properly endorsed and has been paid by the bank on which it was drawn. This release covers all payment for labor, services, equipment, Sub-Tier Subcontractors, materials furnished and/or claims to the above referenced job through (Date:) _____ only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

3 Kings Environmental, Inc.

Signature: _____

(Authorized Signature)

(Typed or Printed Name)

(Title)

Dated this _____ day of 20 _____

at Vacouver, Washington



Demolition Closeout Documents

Project:

Abatement of Dangerous and Nuisance Conditions

520 2nd Ave S

Okanogan WA 98840

Project Number: 224167

Prepared For:

The City of Okanogan

Attn: Jessica Blake

P.O. Box 752 Okanogan WA 98840

Prepared By:

3 Kings Environmental Inc

Vladimir Nesterkin – PM

VNesterkin@3kingsinc.com

360.666.5464

Table of Contents

- **Section 1 – Permitting**
- **Section 2 – Daily Paperwork**
- **Section 3 – Disposal Summary**

Section 1 - Permitting

CITY OF OKANOGAN

Permit

CB-24-2089

Mayor Wayne L Turner

ISSUE DATE: 11/4/2024

EXPIRES: 11/4/2025



PERMIT HOLDER: City-City Hall

ADDRESS: PO Box 752

PHONE: (509) 422-3600

PROPERTY OWNER: Bains, Gagandeep & Jatinder

PHONE: (509) 322-6200

EMAIL:

LOCATION OF WORK: 520 2nd South

CONTRACTOR: 3 Kings Environmental, Inc.

LICENSE NO: 3KINGEI036K3

PHONE: (360) 666-5464

PARCEL: 1190070110

MAP #: 33 - 26 - 17

SHORT LEGAL: Tax 10 Lot 1, Lot 10 & 11, SEly 10ft of NWly & SE2 VAC 3rd Ave & PTN VAC Alley Block 7 Kaholows Addition Okanogan

ZONING DISTRICT: Commercial One (C-1) FLOOD ZONE: Zone C

SHORELINE: Salmon Creek Shoreline beyond

REQ'D MIN ZONING SETBACKS: None

CONDITIONS OF APPROVAL: PERMITTED TO COMMENCE WORK. ALL PLANS AND DOCUMENTS TO BE ONSITE AT TIME OF INSPECTION.

SCOPE OF PERMITTED WORK: Demolition/removal of 22,000sf Adult care center INTENDED USE OF THE BUILDING: Adult Care Center

OCCUPANCY GROUP: I-2 Institutional,

TYPE OF CONSTRUCTION: IIA

VALUATION: 400,000

BUILDING PERMIT FEES: \$150.00

PLAN REVIEW FEE:

STATE CODE FEE: \$25.00

PLUMBING FEE:

MECHANICAL FEE:

TOTAL APPLICATION FEES: \$175.00

RECEIPT#:

DATE PAID:

ACKNOWLEDGMENT OF PERMIT HOLDER

As the permit holder of this permit, I understand that it is my responsibly to call for, and ensure that all work is inspected and approved, prior to concealment and or use. I have read and understand the conditions of this permit and shall incorporate all conditions into the scope of my work. Further, that failure to obtain a written approval in any 180-day block shall cause this permit to become null and void and without final written approval use and or occupancy is not approved.

Vladimir Nesterkin

Signature of the Permit Holder

PERMIT ISSUANCE AND INSPECTION

Pursuant to Section 106.4 of the Washington State Building Code, permission is hereby granted to do the work described heron to standard and according to the approved plans and specifications pertaining hereto, subject to compliance with any ordinances or zoning resolutions of the City Okanogan.

[Signature]

Building Official

INSPECTION LOG

Demolition inspection	Life safety Inspection	Final Inspection							
-----------------------	------------------------	------------------	--	--	--	--	--	--	--

P.O. Box 752 OKANOGAN, WA 98840

509-422-3600

120 3rd Ave. no. Fax: 509-422-0747

OKANOGAN@NORTHCASCADES.NET

Section 2 – Daily Paperwork



Demo Daily Field Activity Log

Project Information

Project No:	224164
Project name:	Okanogan
Location:	520 2nd Ave S. Okanogan WA

Date and Reported By

Date:	11/13/24
Name:	Skyler Denny
Signature:	

Daily Activity Notes

- Site walkthrough with Mitch
- Pick up rental mini 35 and chain trencher
- Install silt fence along west end of property and across south yard
- Dig and cap north east water/sewer. Dig/cap west water. Excavate west sewer.
- Mark and record all utility cap locations

~~*Drive to jobsite 6.5hr~~

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	45	Rain		Clean
pm	55			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007			
Rental 35 excavator	4		
Rental chain trencher	2		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/13/24

S * M * T * **W** * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3	3							
Skyler Denny	2bS	N/A	10					10	35ex	4	<i>Skyler Denny</i>
Roman Avants	1a		10					10			<i>Roman Avants</i>
Skyler Denny	Private Wage		6.5					6.5			
Roman Avants	Private Wage		6.5					6.5			

Your signature on this timesheet acknowledge and certify that the hours listed on this timesheet are accurate and that these hours are for all hours worked and include any shop/drive/load time and/or includes onsite and offsite

Time sheets must be turned in by 8:00 AM of the following day and approved by the applicable Project Manager. Time sheets will not be processed if not received on time and signed by a PM.

*Safety - By signing this Timesheet you are agreeing that no accident or incident regarding any type of injury occurred during this payroll period. * If an injury or accident occurred it is your responsibility to report such incident to your Supervisor immediately. Please specify the incident if applicable and acquire the appropriate Safety Forms from your Supervisor, the Safety Officer or office immediately (see employee manual with any questions regarding safety procedures).



PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/13/24 Project #: 224164 Project Name: Okanogan

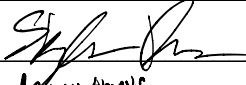
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Mitch Stills Date & Time: 11/13/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Highway driving	Drive defensively. Always try to anticipate surrounding drivers. Take breaks if getting tired.

Personnel Attending Meeting

Name:  Name: _____
Skyler Denny _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Demo Daily Field Activity Log

Project Information

Project No: <u>224164</u>
Project name: <u>Okanogan</u>
Location: <u>520 2nd Ave S. Okanogan WA</u>

Date and Reported By

Date: <u>11/14/24</u>
Name: <u>Skyler Denny</u>
Signature: <u><i>Skyler Denny</i></u>

Daily Activity Notes

-Find east sewer pipe and plug
-Cap south water service. Salvage Backflow valve
-Bury all open excavations
-Return trencher
-Pull brick fascia starting on east side of building
-Consolidate all brick separate from debris for load out
-Load muck bucket for 336 to haul back to battleground

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	45	Clear		Clean
pm	55			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007			
Rental 35 excavator	5		
Rental chain trencher	Return		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/14/24

S * M * T * W * T * F * S

Supervisor Signature: Project Manager Signature: 

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES

☒

NO

☐

Union Project?

YES

☐

NO

☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES

☐

NO

☒

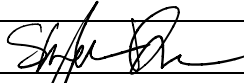
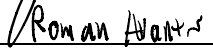
Perdium/Lodging Applicable?

YES

☐

NO

☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	35ex	5	
Roman Avants	1a		10					10			

Your signature on this timesheet acknowledge and certify that the hours listed on this timesheet are accurate and that these hours are for all hours worked and include any shop/drive/load time and/or includes onsite and offsite

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*Safety - By signing this Timesheet you are agreeing that no accident or incident regarding any type of injury occurred during this payroll period. * If an injury or accident occurred it is your responsibility to report such incident to your Supervisor immediately. Please specify the incident if applicable and acquire the appropriate Safety Forms from your Supervisor, the Safety Officer or office immediately (see employee manual with any questions regarding safety procedures).



PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/14/24 Project #: 224164 Project Name: Okanogan

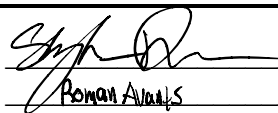
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Mitch Stills Date & Time: 11/13/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Open Excavations	Stay at least 3' back from open edges. Excavations deeper than 3' must be stepped or shored. Keep equipment tracks perpendicular to excavation edge.
	Always be aware of soil movement and cave ins.

Personnel Attending Meeting

Name:  Name: _____
Roman Avails _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	7		
Rental 35 excavator	5		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

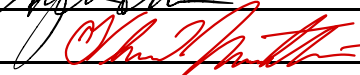
[illegible]

DAILY PROJECT TIME SHEET



Date: 11/18/24

S * M * T * W * T * F * S

Supervisor Signature: Project Manager Signature: 

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

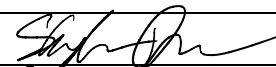
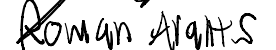
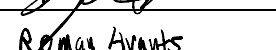
YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A ↓	10					10	13007	7	
Roman Avants	1a		10					10	35ex	5	
Skyler Denny	Private Wage		6.5					6.5			
Roman Avants	Private Wage		6.5					6.5			

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/18/24 Project #: 224164 Project Name: Okanogan

Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/18/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Cold weather driving/work	Plan driving routes ahead to avoid inclement weather if possible. Always use an extended following distance to give yourself time to react in slippery conditions. When working, be cautious of slick surfaces. Minimize water use in freezing conditions. Dress for the conditions. Take breaks to warm up when appropriate.

Personnel Attending Meeting

Name:  Name: _____
Roman Arantes _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Demo Daily Field Activity Log

Project Information

Project No: <u>224164</u>
Project name: <u>Okanogan</u>
Location: <u>520 2nd Ave S. Okanogan WA</u>

Date and Reported By

Date: <u>11/19/24</u>
Name: <u>Skyler Denny</u>
Signature: <u><i>Skyler Denny</i></u>

Daily Activity Notes

-Demo remaining building within reach of asphalt driveway
-Start demo southern end of building
-Explore newly discovered utility tunnels and paint locations on slab
-Push debris toward load out pile in north section of building
-Clean off CMU through-wall for separation
-Move debris pile left by abatement crew into demo debris
-Return rental 35 mini ex

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	45	Clear		Clean
pm	55			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours
	3	3500				10

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	6		
Rental 35 excavator	Return		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/19/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES

☒

NO

☐

Union Project?

YES

☐

NO

☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES

☐

NO

☒

Perdium/Lodging Applicable?

YES

☐

NO

☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	6	
Roman Avants	1a	↓	10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/19/24 Project #: 224164 Project Name: Okanogan

Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/18/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Jobsite security	Keep jobsite gate closed at all times. If any unauthorized personnel enter the site, immediately notify the supervisor/operator. Let the supervisor address any questions or concerns from bystanders and never allow access to any unauthorized personnel. Any potentially valuable material should be stored out of sight and secured.

Personnel Attending Meeting

Name:  Name: _____
Roman Alvarez _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Demo Daily Field Activity Log

Project Information

Date and Reported By

Project No: <u>224164</u>	Date: <u>11/20/24</u>
Project name: <u>Okanogan</u>	Name: <u>Skyler Denny</u>
Location: <u>520 2nd Ave S. Okanogan WA</u>	Signature: <u>[Signature]</u>

Daily Activity Notes

- Create a pad with debris to reach outer north wall.
- 100% north east building section. Slab intact.
- Demo remaining utility rooms and separate all CMU and debris
- Prepare pad to reach northwest outer wall and corner
- Pre load drop box and stage on site
- Separate accessible metal

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	30	Snow		Clean/wet
pm	35			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours
	3	3500				10

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	9		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/20/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	9	
Roman Avants	1a		10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/20/24 Project #: 224164 Project Name: Okanogan

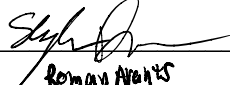
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/18/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Slips/Trips/Falls	#1 cause of workplace injury. Higher potential in snow and freezing conditions. Never run on jobsite in these conditions and plan path of travel to avoid slippery areas if possible. Keep work area clear of debris to avoid trip hazards hidden in snow. Always wear appropriate PPE/boots with good tread.

Personnel Attending Meeting

Name:  Name: _____
Roman Alvarez _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	4	56.43tn	4	

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	7		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/21/24

S * M * T * W * T * (F) * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS		10					10	13007	7	<i>Skyler Denny</i>
Roman Avants	1a		10					10			<i>Roman Avants</i>
<i>Clifford Koppe</i>	<i>1a</i>		<i>2</i>					<i>2</i>			

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/21/24 Project #: 224164 Project Name: Okanogan

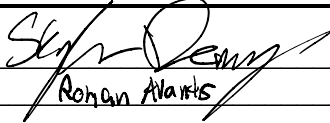
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/18/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Unstable structures	Stay out of any structures undergoing demolition. Stay out of collapse area of unstable walls until structure can be safely brought down.

Personnel Attending Meeting

Name:  Name: _____
Ronan Alvaris _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____

Demo Daily Field Activity Log

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	6	72.16tn	4	

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	10		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/25/24

S * M * T * W * T * F * S

Supervisor Signature: Project Manager Signature: 

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

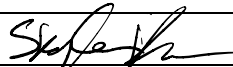
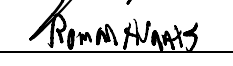
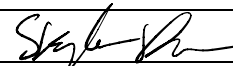
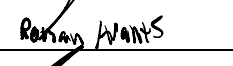
YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	10	
Roman Avants	1a		10					10			
Skyler Denny	Private Wage			6.5				6.5			
Roman Avants	Private Wage			6.5				6.5			
C.W. Koppe	Private Wage			7				7			

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/25/24 Project #: 224164 Project Name: Okanogan

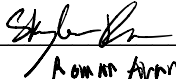
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/25/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Disconnecting utilities	Never break or sever utility lines and pipes until you can verify they have been fully decommissioned. When pulling wire always make sure ends are disconnected.

Personnel Attending Meeting

Name:  Name: _____
Roman Adams _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Demo Daily Field Activity Log

Project Information

Project No:	224164
Project name:	Okanogan
Location:	520 2nd Ave S. Okanogan WA

Date and Reported By

Date:	11/26/24
Name:	Skyler Denny
Signature:	

Daily Activity Notes

-Finish demo at south west corner
-Start moving all debris to loading area
-Clean slab behind pile moving toward loading area
-Consolidate all CMU
-Repair hook truck
-Send 5 loads of debris. Pre load
-Process debris and separate metal

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	30	Clear		Clean
pm	40			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours
	3	2000				3

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	5	55.12tn	4	

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	9		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/26/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	9	Skyler Denny
Roman Avants	1a		10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/26/24 Project #: 224164 Project Name: Okanogan

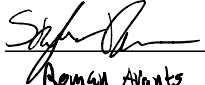
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/25/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Directing traffic	When trucks are arriving or leaving the site, always have a flagger in the road to direct the truck driver and civilian drivers. Be sure all civilian traffic is clear before backing a truck in or out of the jobsite

Personnel Attending Meeting

Name:  Name: _____
Roman Avants _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____

Demo Daily Field Activity Log

Project Information

Date and Reported By

Project No: 224164

Date: 11/27/24

Project name: Okanogan

Name: Skyler Denny

Location: 520 2nd Ave S. Okanogan WA

Signature: Sally Bl...

Daily Activity Notes

- Consolidate debris and separate metal

```
-Send out acm load
```

- Send out 6 loads of debris

-100% all slab around loading area

Conditions

Time	Temp	Weather	Wind mph	Site Conditions
am	30	Clear		Clean
pm	40			

Demolition Daily Quantities

Bldg #	Phase	Bldg Demo SqFt	Concrete Demo SqFt	Parking Lot SqFt	Crushing Cu Yd	Total Hours

Purchase Orders Written

No.	To:	Amount

Materials Delivered

Material	Vendor	Qty	Units ton/cy	Phase	Other

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	6	70.96tn	4	
ACM	Okanogan Landfill	1	4.09tn		

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	6		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 11/27/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	6	Skyler Denny
Roman Avants	1a		10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 11/27/24 Project #: 224164 Project Name: Okanogan

Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 11/25/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Trip Hazards	Watch for small pockets in the open slab or pipe penetrations. Always watch your step. Concrete will become slippery in cold weather conditions. Keep slab clean of loose debris.

Personnel Attending Meeting

Name:  Name: _____
Roman Avants _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	3		4	
Brick/cmu	Gebbers farm	3			

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	6		
Rental skid steer	5		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

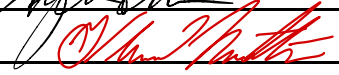
[illegible]

DAILY PROJECT TIME SHEET



Date: 12/2/24

S * M * T * W * T * F * S

Supervisor Signature: Project Manager Signature: 

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

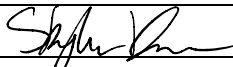
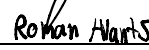
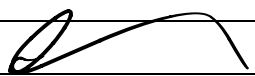
YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdium - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A ↓	10					10	13007	6	
Roman Avants	1a		10					10			
Skyler Denny	Private Wage			7							
Roman Avants	Private Wage			7							
C.W. Koppe	Private Wage			7							

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 12/2/24 Project #: 224164 Project Name: Okanogan

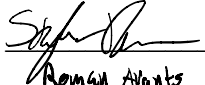
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 12/2/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Overhead lines	Be aware of any and all overhead lines that may affect work on site.
	When working near overhead lines always have a spotter. Use a spotter for hook trucks near overhead lines.

Personnel Attending Meeting

Name:  Name: _____
Roman Adams _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Debris	Okanogan Lanfill	1		4	
Brick/cmu	Gebbers farm	3		5	

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	7		
Rental skid steer	Return		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 12/3/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	7	
Roman Avants	1a	N/A	10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 12/3/24 Project #: 224164 Project Name: Okanogan

Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 12/2/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Handling scrap metal	Always wear gloves. Never stand near the pile being loaded. Metal can fling from the bucket. Wear full cutting PPE if cutting metal to size

Personnel Attending Meeting

Name:  Name: _____
Roman Avants _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____

Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other
Metal	Battleground shop	1		4	

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	2		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 12/4/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	2	Skyler Denny
Roman Avants	1a		10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 12/4/24 Project #: 224164 Project Name: Okanogan

Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 12/2/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Decommissioning utilities	Verify utilities are not charged before making and cuts or breaks. Use proper tools to cut lines and pipes. Use proper capping methods to prevent future leaks.

Personnel Attending Meeting

Name:  Name: _____
Roman Avants _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____



Materials Disposed

Material	Vendor	Qty	Units ton/cy	Phase	Other

Equipment Onsite

Equipment #	Hours Used	Equipment #	Hours Used
13007	1		

EWO Performed

EWO Number	Work Performed

Visitors, Subs

[illegible]

Notes record with owner, subs and daily safety briefing if held

[illegible]

Were there any incidents? ☐ Yes. ☒ No. If yes submit incident reports and give brief explanation below

[illegible]

DAILY PROJECT TIME SHEET



Date: 12/5/24

S * M * T * W * T * F * S

Supervisor Signature: _____

Project Manager Signature: _____

Job #:

224164

Job Name:

Okanogan

Certified &/or PW Project (wages)?

YES ☒ NO ☐

Union Project?

YES ☐ NO ☒

AMENDED WORK SCHEDULE FOR THIS PROJECT?

YES ☐ NO ☒

Perdium/Lodging Applicable?

YES ☐ NO ☒

Employee Name	Work Classification (see pg 4)	Perdiem - (PM/PE To Complete)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	Phase/Category (see pg 3)	TOTAL HRS	EQ #	EQ Hrs	Employee Signature
			3								
Skyler Denny	2bS	N/A	10					10	13007	1	Skyler Denny
Roman Avants	1a		10					10			Roman Avants

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PO Box 280 * Battle Ground, WA 98604 * (360)666-5464

Daily Project Safety Meeting

Date: 12/5/24 Project #: 224164 Project Name: Okanogan

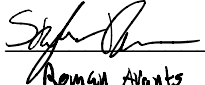
Project Supervisor: Skyler Denny Client Name: City of Okanogan

Jobsite Walk Around Performed by: Skyler Denny Date & Time: 12/2/24
(this is mandatory prior to and for the Weekly Project Safety Meeting)

Safety Meeting Topics

Safety Hazard Addressed	Precautions, PPE, Potential Occurrences
Securing a load for hauling	Secure equipment with 4 corners of contact. Ensure all chains and binders are tight. Regularly check your load on a long trip. Make sure you have the right straps or chains that are rated for the load.

Personnel Attending Meeting

Name:  Name: _____
Roman Adams _____

Other Trades/Contractors Attending Meeting

Name: _____ Name: _____

Section 3 – Disposal Summary

C&D Debris Disposal

Disposal Facility :
Project Name :

Okanogan Central Landfill
Okanogan Demo

Total Tons to Date
311.92
Tons Budget

Date	Hauled to	Ticket #	Tons
11/21/2024	Central Okanogan Landfill	4078734	14.37
11/21/2024	Central Okanogan Landfill	4078746	13.44
11/21/2024	Central Okanogan Landfill	4078754	14.41
11/21/2024	Central Okanogan Landfill	4078765	14.21
11/25/2024	Central Okanogan Landfill	4078932	11.38
11/25/2024	Central Okanogan Landfill	4078934	10.17
11/25/2024	Central Okanogan Landfill	4078937	9.89
11/25/2024	Central Okanogan Landfill	4078940	14
11/25/2024	Central Okanogan Landfill	4078943	13.38
11/25/2024	Central Okanogan Landfill	4078944	13.34
11/26/2024	Central Okanogan Landfill	4079026	11.58
11/26/2024	Central Okanogan Landfill	4078952	10.06
11/26/2024	Central Okanogan Landfill	4079014	12.15
11/26/2024	Central Okanogan Landfill	4078995	9.76
11/26/2024	Central Okanogan Landfill	4078977	11.57
11/27/2024	Central Okanogan Landfill	4079063	13.96
11/27/2024	Central Okanogan Landfill	4079043	11.79
11/27/2024	Central Okanogan Landfill	4079046	13.33
11/27/2024	Central Okanogan Landfill	4079051	4.09
11/27/2024	Central Okanogan Landfill	4079073	9.48
11/27/2024	Central Okanogan Landfill	4079085	13.2
11/27/2024	Central Okanogan Landfill	4079094	9.2
12/3/2024	Central Okanogan Landfill	4079147	11.82
12/3/2024	Central Okanogan Landfill	4079152	6.46
12/3/2024	Central Okanogan Landfill	4079154	10.52
12/3/2024	Central Okanogan Landfill	4079155	9.75
12/3/2024	Central Okanogan Landfill	4079247	14.61

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/21/24 TICKET#: 4078734
TIME IN: 09:06 AM ID: WPC
TIME OUT: 09:21 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 65160 32.58
TARE: 36430 18.22
NET: 28730 14.37

VOL: 0

Material:
1 - GARBAGE 14.37 TN @
\$\$81.50/TN

TIP FEE: \$1170.75
SPEC FEE: \$0.00
TAX FEE: \$42.15
TOTAL FEE: \$1212.90

Payment Method	Tendered	Change
Charge on Account	\$1212.9	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/21/24 TICKET#: 4078746
TIME IN: 10:23 AM ID: WPC
TIME OUT: 10:37 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 63300 31.65
TARE: 36430 18.22
NET: 26870 13.44

VOL: 0

Material:
1 - GARBAGE 13.44 TN @
\$\$81.50/TN

TIP FEE: \$1094.95
SPEC FEE: \$0.00
TAX FEE: \$39.42
TOTAL FEE: \$1134.37

Payment Method	Tendered	Change
Charge on Account	\$1134.3	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/21/24 TICKET#: 4078754
TIME IN: 11:34 AM ID: WPC
TIME OUT: 11:46 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 65220 32.61
TARE: 36410 18.21
NET: 28810 14.41

VOL: 0

Material:
1 - GARBAGE 14.41 TN @
\$\$81.50/TN

TIP FEE: \$1174.01
SPEC FEE: \$0.00
TAX FEE: \$42.26
TOTAL FEE: \$1216.27

Payment Method	Tendered	Change
Charge on Account	\$1216.2	\$0.00

NOTE: 224164

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/21/24 TICKET#: 4078765
TIME IN: 12:36 PM ID: WPC
TIME OUT: 12:51 PM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 64830 32.42
TARE: 36410 18.21
NET: 28420 14.21

VOL: 0

Material:
1 - GARBAGE 14.21 TN @
\$\$81.50/TN

TIP FEE: \$1158.12
SPEC FEE: \$0.00
TAX FEE: \$41.69
TOTAL FEE: \$1199.81

Payment Method	Tendered	Change
Charge on Account	\$1199.8	\$0.00

NOTE: 224164

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078932
TIME IN: 08:26 AM ID: WPC
TIME OUT: 08:26 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	59180	29.59
TARE:	36430	18.22
NET:	22750	11.38

VOL: 0

Material:
1 - GARBAGE 11.38 TN @
\$\$81.50/TN

TIP FEE: \$927.06
SPEC FEE: \$0.00
TAX FEE: \$33.37
TOTAL FEE: \$960.43

Payment Method	Tendered	Change
Charge on Account	\$960.43	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078934
TIME IN: 08:30 AM ID: WPC
TIME OUT: 08:30 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	56720	28.36
TARE:	36380	18.19
NET:	20340	10.17

VOL: 0

Material:
1 - GARBAGE 10.17 TN @
\$\$81.50/TN

TIP FEE: \$828.86
SPEC FEE: \$0.00
TAX FEE: \$29.84
TOTAL FEE: \$858.70

Payment Method	Tendered	Change
Charge on Account	\$858.70	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078937
TIME IN: 08:31 AM ID: WPC
TIME OUT: 08:31 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	56140	28.07
TARE:	36360	18.18
NET:	19780	9.89

VOL: 0

Material:
1 - GARBAGE 9.89 TN @
\$\$81.50/TN

TIP FEE: \$806.04
SPEC FEE: \$0.00
TAX FEE: \$29.02
TOTAL FEE: \$835.06

Payment Method	Tendered	Change
Charge on Account	\$835.06	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078940
TIME IN: 08:33 AM ID: WPC
TIME OUT: 08:33 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	64420	32.21
TARE:	36430	18.22
NET:	27990	14.00

VOL: 0

Material:
1 - GARBAGE 14.00 TN @
\$\$81.50/TN

TIP FEE: \$1140.59
SPEC FEE: \$0.00
TAX FEE: \$41.06
TOTAL FEE: \$1181.65

Payment Method	Tendered	Change
Charge on Account	\$1181.6	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078943
TIME IN: 08:36 AM ID: WPC
TIME OUT: 08:36 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	63190	31.60
TARE:	36430	18.22
NET:	26760	13.38

VOL: 0

Material:
1 - GARBAGE 13.38 TN @
\$\$81.50/TN

TIP FEE: \$1090.47
SPEC FEE: \$0.00
TAX FEE: \$39.26
TOTAL FEE: \$1129.73

Payment Method	Tendered	Change
Charge on Account	\$1129.7	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078944
TIME IN: 08:37 AM ID: WPC
TIME OUT: 08:37 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	63110	31.56
TARE:	36430	18.22
NET:	26680	13.34

VOL: 0

Material:
1 - GARBAGE 13.34 TN @
\$\$81.50/TN

TIP FEE: \$1087.21
SPEC FEE: \$0.00
TAX FEE: \$39.14
TOTAL FEE: \$1126.35

Payment Method	Tendered	Change
Charge on Account	\$1126.3	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4079026
TIME IN: 02:35 PM ID: WPC
TIME OUT: 02:47 PM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 59400 29.70
TARE: 36240 18.12
NET: 23160 11.58

VOL: 0

Material:
1 - GARBAGE 11.58 TN @
\$\$81.50/TN

TIP FEE: \$943.77
SPEC FEE: \$0.00
TAX FEE: \$33.98
TOTAL FEE: \$977.75

Payment Method	Tendered	Change
Charge on Account	\$977.75	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078952
TIME IN: 08:41 AM ID: WPC
TIME OUT: 08:41 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 56260 28.13
TARE: 36140 18.07
NET: 20120 10.06

VOL: 0

Material:
1 - GARBAGE 10.06 TN @
\$\$81.50/TN

TIP FEE: \$819.89
SPEC FEE: \$0.00
TAX FEE: \$29.52
TOTAL FEE: \$849.41

Payment Method	Tendered	Change
Charge on Account	\$849.41	\$0.00

NOTE:

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4079014
TIME IN: 01:13 PM ID: WPC
TIME OUT: 01:24 PM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	60550	30.28
TARE:	36250	18.13
NET:	24300	12.15

VOL: 0

Material:
1 - GARBAGE 12.15 TN @
\$981.50/TN

TIP FEE: \$990.23
SPEC FEE: \$0.00
TAX FEE: \$35.65
TOTAL FEE: \$1025.88

Payment Method	Tendered	Change
Charge on Account	\$1025.8	\$0.00

NOTE: 224164

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078995
TIME IN: 12:04 PM ID: WPC
TIME OUT: 12:21 PM ID: JMF
TRUCK: 3KINGS

	LBS	TONS
GROSS:	55790	27.90
TARE:	36270	18.14
NET:	19520	9.76

VOL: 0

Material:
1 - GARBAGE 9.76 TN @
\$981.50/TN

TIP FEE: \$795.44
SPEC FEE: \$0.00
TAX FEE: \$28.64
TOTAL FEE: \$824.08

Payment Method	Tendered	Change
Charge on Account	\$824.08	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/26/24 TICKET#: 4078977
TIME IN: 10:47 AM ID: WPC
TIME OUT: 11:00 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	59420	29.71
TARE:	36290	18.15
NET:	23130	11.57

VOL: 0

Material:
1 - GARBAGE 11.57 TN @
\$981.50/TN

TIP FEE: \$942.55
SPEC FEE: \$0.00
TAX FEE: \$33.93
TOTAL FEE: \$976.48

Payment Method	Tendered	Change
Charge on Account	\$976.48	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079063
TIME IN: 10:21 AM ID: WPC
TIME OUT: 10:36 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 64120 32.06
TARE: 36200 18.10
NET: 27920 13.96

VOL: 0

Material:
1 - GARBAGE 13.96 TN @
\$\$81.50/TN

TIP FEE: \$1137.74
SPEC FEE: \$0.00
TAX FEE: \$40.96
TOTAL FEE: \$1178.70

Payment Method	Tendered	Change
Charge on Account	\$1178.7	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079043
TIME IN: 08:51 AM ID: WPC
TIME OUT: 08:51 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 59810 29.91
TARE: 36240 18.12
NET: 23570 11.79

VOL: 0

Material:
1 - GARBAGE 11.79 TN @
\$\$81.50/TN

TIP FEE: \$960.48
SPEC FEE: \$0.00
TAX FEE: \$34.58
TOTAL FEE: \$995.06

Payment Method	Tendered	Change
Charge on Account	\$995.06	\$0.00

NOTE: 224164

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079046
TIME IN: 08:53 AM ID: WPC
TIME OUT: 08:53 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 62880 31.44
TARE: 36230 18.12
NET: 26650 13.33

VOL: 0

Material:
1 - GARBAGE 13.33 TN @
\$\$81.50/TN

TIP FEE: \$1085.99
SPEC FEE: \$0.00
TAX FEE: \$39.10
TOTAL FEE: \$1125.09

Payment Method	Tendered	Change
Charge on Account	\$1125.0	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079051
TIME IN: 09:13 AM ID: WPC
TIME OUT: 09:29 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 43320 21.66
TARE: 35140 17.57
NET: 8180 4.09

VOL: 0

Material:
22 - NON-FRIABLE ASB 4.09 TN @
\$\$165.76/TN

TIP FEE: \$677.96
SPEC FEE: \$0.00
TAX FEE: \$24.41
TOTAL FEE: \$702.37

Payment Method	Tendered	Change
Charge on Account	\$702.37	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079073
TIME IN: 11:06 AM ID: WPC
TIME OUT: 11:18 AM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 54330 27.17
TARE: 35380 17.69
NET: 18950 9.48

VOL: 0

Material:
1 - GARBAGE 9.48 TN @
\$\$81.50/TN

TIP FEE: \$772.21
SPEC FEE: \$0.00
TAX FEE: \$27.80
TOTAL FEE: \$800.01

Payment Method	Tendered	Change
Charge on Account	\$800.01	\$0.00

NOTE: 224164

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079085
TIME IN: 11:48 AM ID: WPC
TIME OUT: 12:00 PM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 62510 31.26
TARE: 36120- 18.06
NET: 26390 13.20

VOL: 0

Material:
1 - GARBAGE 13.20 TN @
\$\$81.50/TN

TIP FEE: \$1075.39
SPEC FEE: \$0.00
TAX FEE: \$38.71
TOTAL FEE: \$1114.10

Payment Method	Tendered	Change
Charge on Account	\$1114.1	\$0.00

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 11/27/24 TICKET#: 4079094
TIME IN: 12:36 PM ID: WPC
TIME OUT: 12:49 PM ID: WPC
TRUCK: 3KINGS

LBS TONS
GROSS: 54000 27.00
TARE: 35600 17.80
NET: 18400 9.20

VOL: 0

Material:
1 - GARBAGE 9.20 TN @
\$\$81.50/TN

TIP FEE: \$749.80
SPEC FEE: \$0.00
TAX FEE: \$26.99
TOTAL FEE: \$776.79

Payment Method	Tendered	Change
Charge on Account	\$776.79	\$0.00

NOTE: 224164

ASBESTOS MATERIAL WASTE SHIPMENT RECORD

GENERATOR SECTION

1. Facility Name: City of Okanogan Dangerous Bldg Owner's Name: City of Okanogan
 Address: 520 2nd Ave S Address: PO Box 752
 City: Okanogan State: WA Zip Code: 98840 City: Okanogan State: WA Zip Code: 98840
 Telephone: (509) 422-3600 Telephone: (509) 422-3600

2. Operator's Name: 3 Kings Environmental, Inc.
 Address: PO Box 280
 City: Battle Ground State: WA Zip Code: 98604 Telephone: (360) 666-5464

3. Waste Disposal Site (WDS) Name: Okanogan Central Landfill "On-site" disposal ☐ Yes ☐ No
 Physical Location: Address: 241 B and O North Rd Mailing Address: Address: _____
 City: Okanogan State: WA Zip Code: 98840 City: _____ State: _____ Zip Code: _____
 Telephone: (509) 422-2602 Fax: () Telephone: ()

4. Responsible Agency (Local, District, State, or EPA Office where notification was sent)
 Name: Ecology - Central Region
 Address: 1200 Sixth Ave, Suite 155 City: Seattle State: WA Zip Code: 98101

5. Description of Materials: <u>Non friable roofing</u> R. Q. ASBESTOS, NA2212 Shipping Name: <u>R. Q. ASBESTOS, NA2212, 9, P.G. III</u>	6. Containers Number _____ Type _____ <u>1 burrito wrap</u>	7. Total Quantity (Cu. Yds.) <u>40 yards</u>
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8. Special Handling Instructions and Additional Information: N/A

Emergency Response Phone Number: 253-750-4143

9. Generator's Certification: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

[Signature] 11/26/2024 Mitch Stills, General Demolition Superintendent
 Signature Date Type or Print Name and Title

TRANSPORTER SECTION (Acknowledgement of receipt of materials)

10. Transporter 1 Name: <u>3 Kings Environmental, Inc.</u> Address: <u>P.O. Box 280</u> City: <u>Battle Ground</u> State: <u>WA</u> Zip Code: <u>98604</u> Telephone: <u>(360) 666-5464</u> <u>11/26/</u> Clifford Koppe, Truck Driver Signature Date Type/Print Name and Title	11. Transporter 2 Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: <u>()</u> Signature Date Type/Print Name and Title
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DISPOSAL SITE SECTION

12. Discrepancy indication space WP 138
N 48° 20.564
W 119° 37.105 elev 1190

13. Waste disposal site owner or operator: Certification of receipt of asbestos materials covered by this manifest except as noted in item 12.

[Signature] 11-27-24 Hazmat tech
 Signature Date Print/Type Name and Title

3 Kings

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 12/03/24 TICKET#: 4079147
TIME IN: 08:15 AM ID: WPC
TIME OUT: 08:15 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	59660	29.83
TARE:	36020	18.01
NET:	23640	11.82

VOL: 0

Material:
1 - GARBAGE 11.82 TN @
\$\$81.50/TN

TIP FEE:	\$963.33
SPEC FEE:	\$0.00
TAX FEE:	\$34.68
TOTAL FEE:	\$998.01

Payment Method	Tendered	Change
Charge on Account	\$998.01	\$0.00

3 Kings

Central Landfill

R E C E I P T

Bill Acct: 380
3 Kings Environmental
Haul Acct: 380
3 Kings Environmental

SITE: CL Central Lan
DATE: 12/03/24 TICKET#: 4079152
TIME IN: 08:45 AM ID: WPC
TIME OUT: 08:45 AM ID: WPC
TRUCK: 3KINGS

	LBS	TONS
GROSS:	52800	26.40
TARE:	39880	19.94
NET:	12920	6.46

VOL: 0

Material:
1 - GARBAGE 6.46 TN @
\$\$81.50/TN

TIP FEE:	\$526.49
SPEC FEE:	\$0.00
TAX FEE:	\$18.95
TOTAL FEE:	\$545.44

Payment Method	Tendered	Change
Charge on Account	\$545.44	\$0.00

NOTE: 12/2 #224164

3 Kings

Central Landfill

R E C E I P T

Bill Acct: 100
3 Kings Environmental
Haul Acct: 300
3 Kings Environmental

SITE: CL Central Lan
DATE: 12/03/24 TICKET#: 4079154
TIME IN: 08:57 AM ID: WPC
TIME OUT: 08:57 AM ID: WPC
TRUCK: 3KINGS

	LBS	CONS
GROSS:	56990	26.50
TARE:	35960	17.90
NET:	21030	0.52

VOL: 0

Material:
1 - GARBAGE 10.52 TN @
\$801.50/TN

TIP FEE: \$856.97
SPEC FEE: \$0.00
TAX FEE: \$30.85
TOTAL FEE: \$887.82

Payment Method Tendered Change
Charge on Account \$887.82 \$0.00

3 Kings

Central Landfill

R E C E I P T

Bill Acct: 100
3 Kings Environmental
Haul Acct: 300
3 Kings Environmental

SITE: CL Central Lan
DATE: 12/03/24 TICKET#: 4079155
TIME IN: 09:05 AM ID: WPC
TIME OUT: 09:05 AM ID: WPC
TRUCK: 3KINGS

	LBS	CONS
GROSS:	54400	27.20
TARE:	34010	17.46
NET:	19490	9.75

VOL: 0

Material:
1 - GARBAGE 9.75 TN @
\$801.50/TN

TIP FEE: \$794.22
SPEC FEE: \$0.00
TAX FEE: \$28.59
TOTAL FEE: \$822.81

Payment Method Tendered Change
Charge on Account \$822.81 \$0.00

NOTE: 12/2 #224164

**CITY OF OKANOGAN
COUNCIL MINUTES**

July 1, 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 Turner Councilmembers: Greg Oyler, Steve Streeter, John Lyles, Eric Lind, Denise Varner and Robert Gillespie.

Also Present: Utilities Clerk Laura Divis, Public Works Director Shawn Davisson, Building Official Bryan Forbus, Code Enforcement/Assistant Permit Administrator Craig Caswell and through zoom Fire Chief Brad Armstrong.

Mayor Turner announced that Councilmember Bauer emailed saying that she would not be in attendance tonight. Varner moved, seconded by Streeter to excuse Lisa Bauer from tonight's meeting. No objections.

Excused: Lisa Bauer

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Turner asked if there were any alterations to the Agenda or Consent Agenda. Oyler moved, seconded by Lyles 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 and Public Hearing of June 17, 2025 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 56253 through 56282 dated July 1, 2025 in the amount of \$699,670.91, and Payroll Checks numbered 56180 through 56195 and 56236 through 56252 in the amount of \$162,883.19 for June 2025 were approved with the Consent Agenda.

PUBLIC COMMENT

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

DEPARTMENT HEAD REPORTS

Director of Public Works Davisson submitted a written report and in addition announced:

- Performed installing new pool covers.
- Performed exterior painting at City Hall.
- Performed repairs at the Legion Parks restrooms due to vandalism.
- Attended an Okanogan Legion Airport quarterly meeting.
- Performed monitoring the 3rd Avenue project; water connections should be completed tomorrow.
- Updated council on the Railroad crossing upgrade and the 2nd Avenue sidewalk project.

Building Official/Permit Administrator Bryan Forbus did not submit a written report to council but announced:

- Currently have six new permits; two are for duplexes.
- Framing inspection for the new coroner building.

Fire Chief Brad Armstrong submitted a written report to council and announced:

- Updated department stats to 121 calls
- County has a burn restriction in place not a burn ban.

Clerk's Office submitted a written report.

Code Enforcement/Assistant Permit Administrator Craig Caswell submitted a written report to council and in addition announced:

- Updated camping in Legion park to two closed cases.

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

COMMITTEE REPORTS

There were no Committee Reports on the Agenda.

UNFINISHED BUSINESS

There was no unfinished business on the Agenda.

NEW BUSINESS

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

Mayor Turner asked Public Works Director Shawn Davisson to introduce Change order 1 – 3rd Avenue Reconstruction & Utility replacement – Pipkin Construction.

Lind moved, seconded by Streeter to approve Change Order 1 for the 3rd Avenue Reconstruction & Utility Replacement project.

There was a brief discussion.

Vote on the motion.

Ayes: Oyler, Varner, Gillespie, Streeter, Lyles and Lind

Noes: None

Motion Carried: 6 Ayes: 0 Noes

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

Mayor Turner asked Public Works Director Shawn Davisson to introduce Progress Estimate 1 – 3rd Avenue reconstruction & Utility replacement – Pipkin Construction.

Gillespie moved, seconded by Lyles that the City issue payment to Pipkin Construction for Progress Estimate 1.

There was a brief discussion.

Vote on the motion.

Ayes: Gillespie, Lyles, Lind, Oyler, Streeter and Varner

Noes: None

Motion Carried: 6 Ayes: 0 Noes

Ordinance 1246 – Colville Tribes Franchise Agreement – 1st Reading

Mayor Turner introduced Ordinance 1246 – Colville Tribes Franchise Agreement – 1st Reading.

Varner moved, seconded by Oyler to advance Ordinance 1246 to the July 15th council meeting.

There was a brief discussion.

Mayor Turner asked if there were any objects to the motion. Motion Carried with out Objection.

PUBLIC COMMENT

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

COUNCILMEMBER'S COMMENT

Councilmember Gillespie updated council on the Economic Alliance meeting he attended.

MAYOR'S REPORT

Mayor Turner announced:

- Councilmember Bauer and he attended the first session of the Washington Collaborative Elected Leaders Institute at the AWC annual conference in Kennewick.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:22 p.m.

Minutes taken and prepared by Utilities Clerk Laura Divis

APPROVED:

Wayne L Turner, Mayor

ATTEST:

Laura Divis, Utilities Clerk