

**CITY OF OKANOGAN
COUNCIL AGENDA
July 21, 2026 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**
Eric Lind
Steve Streeter
Denise Varner
John Lyles
4. * **APPROVAL OF MINUTES**
July 7, 2026 Council Minutes
5. * **APPROVAL OF VOUCHERS**
6. **PUBLIC COMMENT**
This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name and street address. Comments are limited to 3 minutes.
7. **DEPARTMENT HEAD REPORTS**
8. **COMMITTEE REPORTS**
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
Resolution 2026-6 Surplus Property/Purchase and Sale Agreement – Ron Howard

Ordinance 1255 – Water Rates and Charges – First Reading

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**

Planner Chris Johnson submitted a grant application to the Washington State Recreation and Conservation Office for a kayak launch at Legion Park through a collaboration with Rotary

15. **ADJOURNMENT**

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, Clerk Treasurer

Date: July 16, 2026

Subject: Resolution No. 2026-6 Declaring certain City owned property as surplus

The attached Resolution No. 2026-6, a Resolution of the City Council of the City of Okanogan, Washington, declaring certain City owned property as surplus is forwarded for your consideration.

The Mayor and staff have discussed the property in question and sent information to the Development Committee for review. The City has no plans to develop this land, which was acquired in 1986 through non-payment of an assessment for sewer installation.

The valuation of the property was determined by using an inflation calculator to adjust the original amount owed to the City. Attorney Julie Norton has reviewed and approved the resolution and sales agreement.

Suggested Motion: I move to adopt Resolution No. 2026-6

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, Clerk Treasurer

Date: July 16, 2026

Subject: Ordinance 1255 – Water Rates and Charges – 1st Reading

The attached Ordinance 1255 – Water Rates and Charges – is attached for a first reading. This Ordinance will update and clarify timing of delinquent notices and shut off dates due to non-payment.

Changes include moving shut-off dates that fall on Friday to Thursday, allowing more time for residents to remit payment and have their water service returned before the weekend. Also included is language to delay shut offs when it would fall the day before Thanksgiving or Christmas.

This is being reviewed by City Attorney Julie Norton, however she is out of the office this week and there may be changes prior to the second and final reading at the August 4th Council meeting.

Suggested Motion: I move to advance Ordinance 1255 to the August 4th Council Meeting.

DEPARTMENT HEAD REPORT

Clerk's Office

July 21, 2026

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

1. Budget

- Posted Vouchers for 2nd Council July 2026
- Paid Vouchers for 1st Council July 2026

2. Clerk Duties

- Distributed Correspondence and Agenda Items

3. Other

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

4. Payroll

- Completed 1st Payroll for July 2026
- Completed quarterly reports

5. Planning/Building

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

6. Utilities

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

7. Sports Complex

- Updated Plex Calendar

8. Wellness

- Scheduling a committee meeting for planning

9. Clerk Treasurer

- Completed PWB Quarterly Report
- Budget Preparation
- Completed PWB grant billing for WWTP
- Completed WSDOT Title VI Annual Report
- Participated in monthly Firefly check-in
- Attended Quarterly Sheriff's Office meeting

Code Enforcement/Animal Control/Assistant Permit Admin Report

City Council Meeting

July 21st , 2026

Patrolled the city

Animal Complaints

3 open

Public Nuisance

1 closed

5 open including the following-

966 3rd Avenue North (on going)

803 2nd Avenue South (on going)

Vehicles and Traffic

2 closed

Camping in Legion Park

2 closed 2 open

Camping in Alma Park

1 closed

Camping on other City Property

1 closed

Department Head Report

Fire Department

July 21, 2026

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- 104
- Continued transferring inventory into First Due system.

Training:

- Truck checks
- Business Meeting
- Officers Meeting
- LifeFlight Training
- After Action Review

Fire Calls to Date:

- Activated Alarm- 23
- Motor vehicle Accident- 13
- Motor vehicle fire- 6
- Brush Fire- 29
- Structure Fire- 10
- EMS Assist- 4
- Fire Other/Good Intent- 16
- Haz-Mat- 3

Hours Spent on Calls and Training to Date

- | | |
|--------------------|---|
| • District: 53.07 | Man Hours to Date: 779.22 -Will be updated 8/4/2026 |
| • City: 12.22 | Man Hours to Date: 154.53 -Will be updated 8/4/2026 |
| • Training: 118.50 | Man Hours to Date: 2,325.23 |

Totals Calls to Date:

- District: 62
- City: 42

Events:

Attended Fire District # 3 Commissioners Meeting 7/7/2026
Fire Department Pool Party July 26, 2026

DEPARTMENT HEAD REPORT

Public Works

July 21, 2026

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
- Installed fire hydrant connection for B&O fire
- Performed vegetation management around fire hydrants
- Performed flow meter calibration on wells

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 effluent flow meter calibration

Street Department

- Performed street sweeping operations
- Performed vegetation management
- Performed street sign repairs & maintenance`

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Performed pouring & setting headstones
- Performed cleanup around the Cemetery from the B&O fire
- Performed flow meter calibration at the pool

Shop

- Performed vehicle & equipment maintenance
- Performed parks equipment repairs & maintenance
- Performed manufacturing filter screens at the pool
- Performed roof repairs

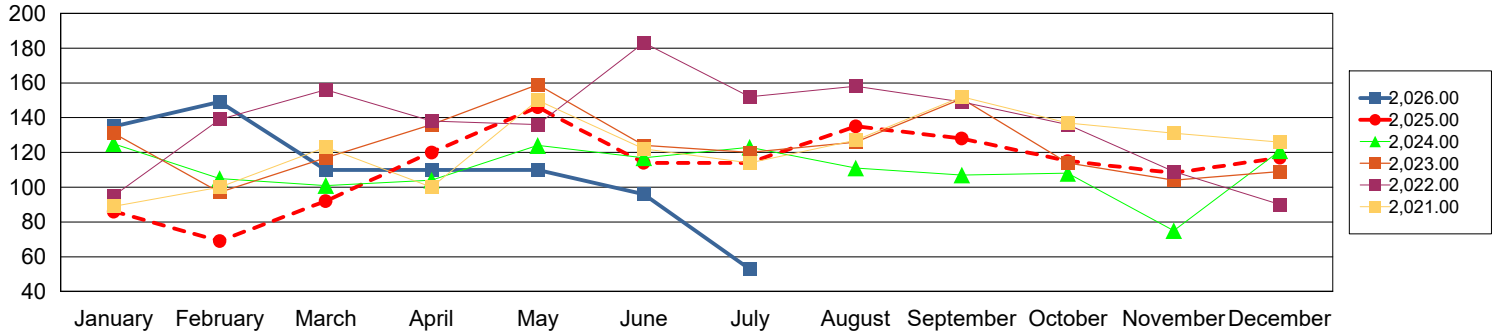
Other

- Attended a meeting with members from the Okanogan Kiwanis
- Public Works participated in a safety meeting



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **103**
- Thefts in last 30 days: **5**
- Burglary / Trespass in last 30 days: **6**
- Assaults / Disputes in last 30 days: **5**
- Traffic incidents in last 30 days: **7**
- Total City Incidents YTD: **866**

Traffic Stops: **25**

Law Incidents - Last 30 Days OCSO

103

06/17/2026 09:35	MAL MISCHIEF	ELMWAY	OKANOGAN	S26-03605
06/17/2026 12:19	AGENCY ASSIST	5TH	OKANOGAN	S26-03608
06/18/2026 09:07	JUVENILE PROB	2ND	OKANOGAN	S26-03628
06/18/2026 09:43	AGENCY ASSIST	PINE	OKANOGAN	S26-03629
06/18/2026 22:15	SUSPICIOUS	MAPLE	OKANOGAN	S26-03640
06/19/2026 14:42	SUSPICIOUS	2ND	OKANOGAN	S26-03645
06/19/2026 22:33	ALARM BURGLARY	2ND	OKANOGAN	S26-03650
06/19/2026 22:41	VIOLATE ORDER	2ND	OKANOGAN	S26-03652
06/19/2026 23:30	WELFARE CHECK	LINDEN	OKANOGAN	S26-03654
06/20/2026 00:57	AGENCY ASSIST	QUEEN	OKANOGAN	S26-03655
06/20/2026 05:10	DOMESTIC DISPUT	2ND	OKANOGAN	S26-03659
06/20/2026 09:48	MEDICAL	1ST	OKANOGAN	S26-03664
06/20/2026 17:14	SUSPICIOUS	3RD	OKANOGAN	S26-03672
06/20/2026 22:42	CITIZEN ASSIST	3RD	OKANOGAN	S26-03681
06/20/2026 23:18	SUSPICIOUS	MAPLE	OKANOGAN	S26-03682
06/21/2026 00:06	DISORDERLY	2ND	OKANOGAN	S26-03684
06/21/2026 17:11	SUSPICIOUS	2ND	OKANOGAN	S26-03697
06/21/2026 21:48	DISABLED VEHICL	CONCONULLY	OKANOGAN	S26-03702
06/21/2026 23:41	SUSPICIOUS		OKANOGAN	S26-03704
06/22/2026 09:38	AGENCY ASSIST	2ND	OKANOGAN	S26-03711
06/22/2026 10:32	TRESPASSING	2ND	OKANOGAN	S26-03713

06/22/2026	17:19	MHP CONTACT	2ND	OKANOGAN	S26-03723
06/22/2026	19:53	OTHER CALLS	HIGHWAY 20	OKANOGAN	S26-03725
06/22/2026	20:24	THEFT OTHER	2ND	OKANOGAN	S26-03727
06/23/2026	01:13	TRAFFIC OFFENSE	QUEEN	OKANOGAN	S26-03732
06/23/2026	13:04	SUSPICIOUS	2ND	OKANOGAN	S26-03739
06/23/2026	22:55	DOMESTIC DISPUT	ELMWAY	OKANOGAN	S26-03750
06/25/2026	09:54	ACCIDENT NONINJ	2ND	OKANOGAN	S26-03774
06/25/2026	11:06	ACCIDENT NONINJ	CONCONULLY	OKANOGAN	S26-03776
06/25/2026	11:12	CITIZEN ASSIST	ELMWAY	OKANOGAN	S26-03777
06/25/2026	12:51	ACCIDENT NONINJ	2ND	OKANOGAN	S26-03780
06/25/2026	20:00	WELFARE CHECK	4TH	OKANOGAN	S26-03785
06/25/2026	21:52	SUSPICIOUS	1ST	OKANOGAN	S26-03787
06/26/2026	02:52	SUSPICIOUS	MONROE	OKANOGAN	S26-03791
06/26/2026	08:51	SUSPICIOUS	3RD	OKANOGAN	S26-03796
06/26/2026	09:59	FRAUD	ROGERS	OKANOGAN	S26-03797
06/26/2026	13:19	THREATENING	2ND	OKANOGAN	S26-03801
06/26/2026	14:52	VIOLATE ORDER	2ND	OKANOGAN	S26-03803
06/26/2026	17:00	INTOXICATION	2ND	OKANOGAN	S26-03805
06/27/2026	12:05	CITIZEN ASSIST	ELMWAY	OKANOGAN	S26-03812
06/27/2026	22:54	ACCIDENT UNKINJ	MAPLE	OKANOGAN	S26-03825
06/29/2026	09:29	TRESPASSING	CONCONULLY	OKANOGAN	S26-03851
06/29/2026	10:17	VIN INSPECTION		OKANOGAN	S26-03852
06/29/2026	12:51	AGENCY REFERRAL	4TH	OKANOGAN	S26-03855
06/29/2026	20:15	SUSPICIOUS	1ST	OKANOGAN	S26-03868
06/30/2026	08:17	CITIZEN ASSIST	2ND	OKANOGAN	S26-03875
06/30/2026	08:58	FOUND PROPERTY	ROSE	OKANOGAN	S26-03878
06/30/2026	14:07	CIVIL	MURRAY	OKANOGAN	S26-03887
06/30/2026	21:59	ANIMAL PROBLEM	3RD	OKANOGAN	S26-03896
06/30/2026	23:38	VIOLATE ORDER	PINE	OKANOGAN	S26-03899
07/01/2026	09:25	AGENCY REFERRAL	CONCONULLY	OKANOGAN	S26-03906
07/01/2026	11:07	SUSPICIOUS	2ND	OKANOGAN	S26-03907
07/01/2026	12:51	VIN INSPECTION		OKANOGAN	S26-03911
07/01/2026	14:51	THEFT OTHER	3RD	OKANOGAN	S26-03914
07/01/2026	14:57	CITIZEN ASSIST	5TH	OKANOGAN	S26-03915
07/01/2026	17:02	DOMESTIC DISPUT	2ND	OKANOGAN	S26-03920
07/01/2026	20:23	MAL MISCHIEF	PINE	OKANOGAN	S26-03925
07/02/2026	10:44	VIOLATE ORDER	2ND	OKANOGAN	S26-03935
07/02/2026	16:27	THEFT OTHER	3RD	OKANOGAN	S26-03941
07/02/2026	19:22	AGENCY ASSIST	2ND	OKANOGAN	S26-03944
07/03/2026	14:24	CIVIL	MONROE	OKANOGAN	S26-03957
07/04/2026	10:33	SUSPICIOUS	7TH	OKANOGAN	S26-03986
07/04/2026	12:28	THREATENING	5TH	OKANOGAN	S26-03988
07/04/2026	17:16	SUSPICIOUS	ELMWAY	OKANOGAN	S26-03994
07/05/2026	20:01	SUSPICIOUS	4TH	OKANOGAN	S26-04017
07/06/2026	09:56	HARASSMENT	ARMORY	OKANOGAN	S26-04028
07/06/2026	13:00	VIOLATE ORDER	PINE	OKANOGAN	S26-04038
07/06/2026	18:53	SUICIDAL PERSON	HIGHWAY 20	OKANOGAN	S26-04045
07/07/2026	07:12	SUSPICIOUS	1ST	OKANOGAN	S26-04052
07/07/2026	10:25	AGENCY ASSIST	5TH	OKANOGAN	S26-04058
07/07/2026	14:05	BURGLARY	RODEO TRAIL	OKANOGAN	S26-04063
07/07/2026	15:48	FRAUD	5TH	OKANOGAN	S26-04070
07/07/2026	18:28	SUSPICIOUS	HIGHWAY 20	OKANOGAN	S26-04069
07/07/2026	18:46	ANIMAL PROBLEM	MAPLE	OKANOGAN	S26-04071
07/07/2026	18:59	AGENCY REFERRAL	4TH	OKANOGAN	S26-04073
07/07/2026	19:54	TRESPASSING	5TH	OKANOGAN	S26-04074

07/08/2026 15:03	THEFT OTHER	3RD	OKANOGAN	S26-04094
07/09/2026 14:58	DRUGS	3RD	OKANOGAN	S26-04132
07/10/2026 03:24	THEFT OTHER	2ND	OKANOGAN	S26-04139
07/10/2026 12:38	SUSPICIOUS	8TH	OKANOGAN	S26-04148
07/10/2026 19:15	CITIZEN ASSIST	5TH	OKANOGAN	S26-04159
07/10/2026 23:43	SUSPICIOUS	2ND	OKANOGAN	S26-04167
07/12/2026 16:52	JUVENILE PROB	ELMWAY	OKANOGAN	S26-04203
07/12/2026 17:29	AGENCY ASSIST	2ND	OKANOGAN	S26-04204
07/12/2026 17:43	TRAFFIC OFFENSE	PINE	OKANOGAN	S26-04205
07/12/2026 19:29	SUSPICIOUS	1ST	OKANOGAN	S26-04208
07/12/2026 20:04	SUSPICIOUS	2ND	OKANOGAN	S26-04209
07/13/2026 09:58	ALARM BURGLARY	HENNEPIN	OKANOGAN	S26-04216
07/13/2026 11:08	CITIZEN ASSIST	2ND	OKANOGAN	S26-04218
07/13/2026 14:03	SUSPICIOUS	2ND	OKANOGAN	S26-04221
07/13/2026 20:57	VIOLATE ORDER	3RD	OKANOGAN	S26-04232
07/14/2026 07:26	SUSPICIOUS	2ND	OKANOGAN	S26-04237
07/14/2026 09:52	SEX OFF REGISTR	5TH	OKANOGAN	S26-04239
07/14/2026 12:53	VIOLATE ORDER	3RD	OKANOGAN	S26-04241
07/14/2026 22:27	HARASSMENT	1ST	OKANOGAN	S26-04252
07/15/2026 00:06	DRUGS	3RD	OKANOGAN	S26-04255
07/15/2026 01:52	DOMESTIC DISPUT	4TH	OKANOGAN	S26-04258
07/15/2026 14:12	AGENCY ASSIST	RIVER	OKANOGAN	S26-04263
07/15/2026 16:10	HARASSMENT	1ST	OKANOGAN	S26-04264
07/16/2026 11:02	CITIZEN ASSIST	2ND	OKANOGAN	S26-04288
07/17/2026 02:31	NOISE COMPLAINT	MAPLE	OKANOGAN	S26-04308
07/17/2026 07:25	DOMESTIC DISPUT	PINE	OKANOGAN	S26-04309
07/17/2026 09:59	ATTEMPT-LOC TRF	PINE	OKANOGAN	S26-04315

EMS Calls - Last 30 Days

LIFELINE EMS

23

06/19/26	10:12	FALL	E26-02984
06/20/26	09:48	MEDICAL	E26-02998
06/22/26	13:13	SICKNESS	E26-03038
06/24/26	10:32	MEDICAL	E26-03081
06/25/26	21:52	MEDICAL	E26-03104
06/26/26	00:34	FALL	E26-03107
06/27/26	22:54	ACCIDENT UNKINJ	E26-03138
06/28/26	14:32	ALLERGY	E26-03151
06/28/26	19:31	MEDICAL	E26-03156
06/29/26	14:12	STROKE	E26-03168
06/30/26	03:39	SICKNESS	E26-03184
06/30/26	07:11	FALL	E26-03186
06/30/26	12:07	UNCONSCIOUSNESS	E26-03193
07/02/26	07:28	FALL	E26-03223
07/03/26	14:55	MEDICAL	E26-03252
07/05/26	07:10	MEDICAL	E26-03292
07/06/26	18:53	SUICIDAL PERSON	E26-03327
07/09/26	10:52	BREATHING	E26-03373
07/14/26	00:02	UNCONSCIOUSNESS	E26-03477
07/16/26	09:36	ALLERGY	E26-03517
07/16/26	10:00	FALL	E26-03518
07/17/26	03:54	ALARM MEDICAL	E26-03542
07/17/26	14:50	BREATHING	E26-03547

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03

4

06/25/26	11:06	ACCIDENT NONINJ	F26-01104
06/27/26	22:54	ACCIDENT UNKINJ	F26-01128
07/01/26	09:57	COMMUNICATIONS	F26-01163
07/14/26	00:02	UNCONSCIOUSNESS	F26-01306

RESOLUTION No. 2026-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OKANOGAN WASHINGTON, DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS

WHEREAS, the City of Okanogan (“City”) owns undeveloped parcels of land located at Lot 42 Gregory Tracts No 2, Assessor’s parcel number 5410420000, and Lot 43 Gregory Tracts No 2, Assessor’s parcel number 5410430000 (hereinafter “Property”); and

WHEREAS, The Development and Physical Facilities Committee, Mayor and staff have considered the City’s interest in the Property and potential terms of its sale to an interested party; and

WHEREAS, the Assessor’s 2026 Market Value for the Property is \$4,000 each (or \$8,000 total); and

WHEREAS, the Property was obtained due to non-payment of Local Improvement District charges in 1986, in the amount of \$2,488.27 (Parcel 5410420000) and \$1,988.27 (Parcel 5410430000), which calculates to \$7,608.36 and \$6,079.52 respectively when adjusted for inflation; and

WHEREAS, pursuant to RCW 35A.11.010, the City has the authority to dispose of City owned real property for the common benefit; and

WHEREAS, the City Council hereby formally finds that the Property is surplus to the needs of the City and desires to sell and transfer the same through a direct sale.

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

Section 1: The Property is declared to be surplus real property of the City.

Section 2: The City Council authorizes the City Clerk and Mayor to dispose of the Property through direct sale to Ron Howard in the amount of \$13,687.88 as calculated above. The Mayor is hereby authorized to enter into a Purchase and Sale Agreement and any other documents or agreements necessary to facilitate the sale of the subject Property.

PASSED AND APPROVED this ____ day of _____, 2026.

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk

PURCHASE AND SALE AGREEMENT

Okanogan County, Washington

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026 (the "Effective Date") by and between the City of Okanogan, a Washington municipal corporation ("Seller"), and Ron Howard, an individual ("Purchaser"). Individually the Seller and Purchaser may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement; Property. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Okanogan, state of Washington and legally described as follows (collectively, the "Property"):

Parcel No. 5410420000: LOT 42 GREGORY TRACTS NO 2
OKANOGAN

Parcel No. 5410430000: LOT 43 GREGORY TRACTS NO 2,
OKANOGAN

2. Earnest Money. There shall be no earnest money required of Purchaser hereunder.

3. Purchase Price. The total purchase price for the Property shall be Thirteen Thousand Six Hundred Eighty Seven and 88/100 Dollars (\$13,687.88 US), which shall be payable to Seller in cash at Closing. There shall be no financing contingencies or Seller financing allowed.

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Quitclaim Deed for the Property to Purchaser or closing agent at the Title Company ("Closing Agent")

5. Title.

5.1 The following shall not be considered encumbrances or defects of title, (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and zoning, building or use laws, regulations and restrictions applicable to the Property; and

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record, or apparent on the Property; and

5.1.3 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable.

5.2 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fees associated with the Title Commitment and escrow termination.

6. Representations of Seller. As of the Effective Date, Seller represents, to the best of Seller's knowledge, as follows:

6.1 Seller has no actual knowledge of any actual defects in the Property, which are not apparent or discoverable by reasonable investigation of the Property, that would adversely impact Purchaser's intended use of the Property;

6.2 Seller has no actual knowledge of any asbestos or PCBs, hazardous substances, or petroleum products spilled or released on the Property or of any underground storage tanks beneath the Property; and

6.3 There are no pending suits, claims, or legal proceedings adversely affecting the Property that would prevent Seller from selling the Property to Purchaser pursuant to the terms of this Agreement.

7. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

8. Time for Closing - Responsibilities of Parties.

8.1 The closing of this transaction shall occur at the offices of WFG National Title Company of Eastern Washington, 315 2nd Ave N., Okanogan, WA 98840 ("Title Company") within thirty (30) calendar days of the Effective Date of this Agreement. The Purchaser and Seller shall deposit with the Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Seller and Purchaser each agree to pay for one-half of the closing fee. Seller will pay for the real estate excise tax, if any, and the preparation of the Quitclaim Deed and Excise Tax Affidavit. Each party shall pay the prorated portion of taxes and other assessments based on the Closing Date.

8.2 Purchaser shall pay the costs to record and file the Quitclaim Deed and Real Estate Excise Tax Affidavit.

8.3 At Closing, Closing Agent will promptly undertake all of the following:

8.3.1 Disburse all funds deposited with Closing Agent by Purchaser in payment of the Purchase Price; deduct or credit all items chargeable to the account of Seller and/or Purchaser pursuant to the terms herein; and disburse the balance of the Purchase Price to Seller according to Seller's approved settlement statement.

8.3.2 Cause the Quitclaim Deed for the Property to be recorded with the Okanogan County recorder's office and obtain conformed copies thereof for distribution to Purchaser and Seller.

8.3.3 Deliver to Purchaser a conformed copy of the recorded Deed, and any other documents (or copies thereof) deposited into escrow by Seller.

8.3.4 Deliver to Seller a conformed copy of the recorded Deed, and the Excise Tax Affidavit and any other documents (or copies thereof) deposited into escrow by Purchaser.

9. Date of Closing. For purposes of this agreement, the "Closing Date" or "Closing" shall be construed as the date upon which the Quitclaim Deed is recorded and the proceeds of this sale are disbursed to Seller.

10. Possession. Seller shall deliver possession to Purchaser on Closing.

11. **AS-IS. NO WARRANTY.** PURCHASER ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO THOROUGHLY INVESTIGATE THE PROPERTY PRIOR TO CLOSING. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY "**AS IS, WHERE IS**" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY.

12. Disclosure Statement. Purchaser has been advised of Purchaser's right to receive a Disclosure Statement pursuant to RCW 64.06.013 (the "Disclosure Statement") in connection with this sale. Purchaser expressly waives Purchaser's right to receive the Disclosure Statement to the fullest extent allowed under the law. Purchaser and Seller acknowledge that all of the answers to the questions in the "environmental" section of the Disclosure Statement would be "don't know". Purchaser acknowledges that pursuant to RCW 64.06.010(7), seller is not required to provide any section of the Disclosure Statement, including the "environmental" section.

Purchaser's Initials: _____

13. Independent Counsel. Purchaser acknowledges, understands and agrees that Seller is represented by Ogden Murphy Wallace, P.L.L.C. and Purchaser has been advised to seek independent counsel for legal advice and review of all documents in this transaction.

14. Brokerage Fees. Seller represents that it has not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller shall not be liable or responsible for payment of Purchaser's brokerage fees or commissions, or similar obligations, if any.

15. Risk of Loss. If prior to Closing, any improvements on the Property (of which there are none as of the Effective Date) shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser proceeds to close, all insurance proceeds following a casualty, if any, shall be assigned to Purchaser at Closing to the extent same are assignable.

16. Notices. All notices, approvals, consents and other communications required or permitted hereunder must be in writing, and be personally delivered, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by any reputable overnight courier to the addresses set forth below, or sent by email provided, that if notice is sent by email, an electronic or email confirmation of receipt shall be obtained. All notices sent by mail will be deemed received three (3) days after the date of mailing, as aforesaid. All notices sent by fax or email shall be deemed received upon receipt of a confirmation of the transmission thereof.

TO SELLER:

City of Okanogan
120 3rd Avenue North, PO Box 752,
Okanogan, WA 98840
Attn: Mayor

TO PURCHASER:

Attn: Ron Howard
PO Box 3402
Friday Harbor, WA 98250

17. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Okanogan County, Washington.

18. Assignment. Purchaser will not assign this Agreement without obtaining Seller's prior written consent, which consent may be withheld by Seller in its sole and absolute discretion for any reason whatsoever.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

20. Encumbrance During Interim. Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

21. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

22. Counterparts. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or by email with photocopied or scanned signatures. Each and all of such counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the Parties. The electronic transmission of any signed original document, and retransmission of any signed transmission, shall be the same as delivery of an original. At the request of either Party,

or the Closing Agent, the Parties will confirm electronically transmitted signatures by signing an original document.

23. General Provisions. Time is of the essence in this Agreement. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date above,

SELLER:

PURCHASER:

CITY OF OKANOGAN

"Howard"

By: _____

Wayne L. Turner
Mayor

Ron Howard

Date: _____

Date: _____

STATE OF WASHINGTON)
)ss.
County of Okanogan)

I certify that I know or have satisfactory evidence that Wayne L. Turner is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Okanogan to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2026.

_____(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that Ron Howard is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2026.

_____(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

ORDINANCE NO. 1255
AN ORDINANCE OF THE CITY OF OKANOGAN, WASHINGTON AMENDING
CHAPTER 13.12 – WATER RATES AND CHARGES OF THE OKANOGAN
MUNICIPAL CODE

WHEREAS, the City Council of the City of Okanogan desires to amend language in the City's water rates and charges policy for clarification of penalty dates; and

WHEREAS, the City Council of the City of Okanogan desires to adopt by ordinance a comprehensive policy to provide residents with clarity on shutoff dates occurring on weekends and holidays.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OKANOGAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: Amendment.

Section 13.12.070 – Delinquency – Date – Collection of the Okanogan Municipal Code which reads as follows:

User charges levied in accordance with this chapter shall be a debt due to the city. If this debt is not paid within 40 days after it is due and payable, it shall be deemed delinquent and may be recovered by civil action in the name of the city against the property owner, the person or both.

Is hereby amended to read as follows:

13.12.070 – Delinquency – Date – Collection

User charges levied in accordance with this chapter shall be a debt due to the city. If this debt is not paid by the 12th of the month following the month it becomes due and payable, it shall be deemed delinquent and may be recovered by civil action in the name of the city against the property owner, the person or both.

Section 13.12.080 – Delinquency – Penalties and costs imposed of the Okanogan Municipal Code which reads as follows:

A penalty in an amount to be established by ordinance shall be imposed upon all accounts not paid within 40 days after the date said account is due and payable. In addition, as a condition of reinstatement of such account, the city shall be reimbursed for all its costs associated with performing disconnection and restoring of services as established by ordinance, except as outlined in the provisions of OMC § 13.12.100. The city clerk-treasurer is authorized to waive all, or a portion of, penalties assessed in the event of extreme hardship or account delinquency through no fault of their own. The penalty provision of this section

shall not apply to accounts for service to the United States Government, the state or political subdivisions of the state.

Is hereby amended to read as follows:

Section 13.12.080 – Delinquency – Penalties and costs imposed

A penalty in an amount to be established by ordinance shall be imposed upon all accounts not paid by the 12th of the month following the month it becomes due and payable. In addition, as a condition of reinstatement of such account, the city shall be reimbursed for all its costs associated with performing disconnection and restoring of services as established by ordinance, except as outlined in the provisions of OMC § 13.12.100. The city clerk-treasurer is authorized to waive all, or a portion of, penalties assessed in the event of extreme hardship or account delinquency through no fault of their own. The penalty provision of this section shall not apply to accounts for service to the United States Government, the state or political subdivisions of the state.

Section 13.12.090 – Delinquency – Shutoff Penalty of the Okanogan Municipal Code which reads as follows:

In the event of failure to pay the user charges after they have become delinquent, the city shall have the right to cut off water service to the premises, unless a heat-related alert, warning, watch or advisory for the area in which the user resides has been issued by the National Weather Service or they have announced their intention of such an alert. In the event of a heat-related event occurring, water cut off will be completed once the heat related alert, warning, watch or advisory has expired if the balance is still due and owing. The expense of such discontinuance, as well as the expense of restoring service, shall be a debt due to the city and may be recovered by civil action in the name of the city against the property owner, the person or both. In the event that for any reason the city is unable to cut off water services or declines to cut off water service to a delinquent account, the city may, in its discretion, impose a penalty in lieu of the expense which would be incurred by the city had water service to the subject premises been cut off and later restored. This penalty may be recovered by civil action in the name of the city against the property owner, the person, or both.

Is hereby amended to read as follows:

Section 13.12.090 – Delinquency – Shutoff Penalty

In the event of failure to pay the user charges within 11 days after they have become delinquent, the city shall have the right to cut off water service to the premises, unless a heat-related alert, warning, watch or advisory for the area in which the user resides has been issued by the National Weather Service or they have announced their intention of such an alert. In the event of a heat-related event occurring, water cut off will be completed once the heat related alert,

warning, watch or advisory has expired if the balance is still due and owing. If the date of shutoff falls on a Friday, shutoff will occur the prior business day. If the date of shutoff falls on a weekend or recognized holiday, shutoff will occur the next business day. Shutoffs scheduled for the day prior to the Thanksgiving and Christmas holidays will occur the next business day following the holiday. The expense of such discontinuance, as well as the expense of restoring service, shall be a debt due to the city and may be recovered by civil action in the name of the city against the property owner, the person or both. In the event that for any reason the city is unable to cut off water services or declines to cut off water service to a delinquent account, the city may, in its discretion, impose a penalty in lieu of the expense which would be incurred by the city had water service to the subject premises been cut off and later restored. This penalty may be recovered by civil action in the name of the city against the property owner, the person, or both.

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

Section 3 - Effective Date. This ordinance shall become effective from and after its passage by the Okanogan City Council as set forth above, approval by the Mayor and five (5) days after publication as required by law.

**PASSED BY THE OKANOGAN CITY COUNCIL OF OKANOGAN, AT A
REGULAR MEETING THEREOF THIS _____ DAY OF _____, 2026.**

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, Clerk-Treasurer

Approved as to Form:

Julie Norton, City Attorney

**CITY OF OKANOGAN
COUNCIL MINUTES**

July 7, 2026

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, Lisa Bauer and Robert Gillespie.

Also Present: City Clerk Treasurer Jessica Blake, Utilities Clerk Laura Divis and Fire Chief Brad Armstrong.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

EXCUSE COUNCILMEMBERS

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

APPROVAL OF MINUTES

The Minutes of the Regularly Scheduled Council Meeting of June 17, 2026 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 57533 through 57583 dated July 7, 2026 in the amount of \$226,914.78, and Payroll Checks numbered 57463 through 57477 and 57518 through 57532 in the amount of \$174,790.26 for June 2026, a Debit Card Transaction dated May 29, 2026 in the amount of \$542.65 and a Debit Card Transaction dated June 30, 2026 in the amount of \$579.82 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 to council and was excused from the meeting.

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

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

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

- No firework activity over the 4th of July holiday.

City Clerk Treasurer Jessica Blake submitted a written report to council and announced:

- New website training Thursday, July 9th.
- The airport hangar project has been delayed.

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

COMMITTEE REPORTS

Councilmember Lisa Bauer reported that the Water, Wastewater, and Solid Waste Committee met following the June 16th City Council. Those present were Committee Chair Lisa Bauer, Councilmembers Greg Oyler and John Lyles, Mayor Wayne Turner, Clerk Treasurer Jessica Blake, and Public Works Director Shawn Davisson.

The committee reviewed the request of a resident who was charged \$350 for turning the water on at the meter after it had been shut off by the city for irrigation repairs at the request of the owner's contractor. The owner acknowledged that their contractor turned the water on after hours when he couldn't reach the city. The property owners were at their primary home on the coast when the contractor was making repairs to their irrigation system and this location serves as their second home where the water is used mainly for irrigation. The committee was unanimous in their decision to deny the request for the fee waiver based on the information provided.

The committee heard a request to update the water ordinance to adjust water shut off days due to non-payment to Thursday if the shut off would occur on a Friday. This will allow more time for residents to pay the balance due prior to the weekend and avoid potentially being without water for multiple days. The ordinance will be presented for approval at the July 21st meeting.

On June 30th, the committee reviewed and responded to a request for a water bill reduction via email. The owners have not lived in the residence since

March and reported that they had requested the water be shut off at that time. City records show that the owners were contacted in April and May to inform them their water would be shut off due to non-payment, and both times they paid the amount to avoid shut off and did not request that the water be turned off. The water to the property is now shut off per their June 22nd request and they will be charged the \$25 availability fee beginning in July. The committee was unanimous in their decision to deny the request to lower the amounts due for May and June based on the information provided.

UNFINISHED BUSINESS

There was no unfinished business on the Agenda.

NEW BUSINESS

Okanogan Librarian Introduction

Okanogan/Omak Librarian Alyssa introduced herself, gave an update on the Okanogan Library programs and answered councilmembers questions.

WSDOT Street Striping Agreement JB0108

Mayor Turner introduced WSDOT Street Striping Agreement JB0108.

Gillespie moved, seconded by Lyles to authorize Mayor Turner sign the 2026 Maintenance Agreement, JB0108 with the Washington State Department of Transportation for street striping services.

There was a brief discussion.

Vote on the motion.

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

Noes: None

Motion Carried: 7 Ayes: 0 Noes

PUBLIC COMMENT

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

COUNCILMEMBER'S COMMENT

Councilmember Lind announced that he would not be in attendance at the next council meeting on July 21, 2026.

Councilmember Streeter announced that he would not be in attendance at the next council meeting on July 21, 2026.

Councilmember Lyles announced that he would not be in attendance at the next council meeting on July 21, 2026.

Councilmember Varner announced that she would not be in attendance at the next council meeting on July 21, 2026 but will try to attend through zoom.

Councilmember Bauer announced:

- Attended the AWC Conference and presented scholarship to Finlay.
- Reading book "13 Ways to Kill Your Community", the author of which was keynote speaker at the conference.
- Okanogan County hosting Poverty simulation, location to be determined.

MAYOR'S REPORT

Mayor Turner announced:

- He was a speaker at the AWC Conference and received multiple compliments on the way our city council runs after his presentation.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:35 p.m.

Minutes taken and prepared by Utilities Clerk Laura Divis

APPROVED:

Wayne L Turner, Mayor

ATTEST:

Jessica Blake, City Clerk Treasurer