

**CITY OF OKANOGAN
COUNCIL AGENDA
August 18, 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**
Rob Gillespie
4. * **APPROVAL OF MINUTES**
August 4, 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**
Okanogan County Tourism Council Kiosk Presentation – Doug Woodrow

Resolution 2026-7 Surplus Property

Resolution 2026-8 Parks and Recreation Plan – Planning Commission Recommendation

AWA Backflow Contract Award

Local Agency Agreement – Gray & Osborne, Inc. – 2nd Ave Sidewalk Replacement Project

The City of Okanogan is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible.

Please contact the City Clerk's Office by Noon on any meeting date for assistance.

Memorandum Of Agreement – Teamsters Local 760

Okanogan Legion Airport State Capital Improvement Plan

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**

Ad Hoc Committee for WA CELI Project

15. **ADJOURNMENT**

MEMORANDUM

TO: Okanogan City Council and Mayor Turner

FROM: Jessica Blake, City Clerk/Treasurer
Shawn Davisson, Public Works Director

DATE: August 11, 2026

SUBJECT: Resolution 2026-7 Obsolete, Surplus, and End of Life Inventory

Attached for Council consideration is Resolution 2026-7, deeming certain inventory of the City as obsolete, surplus, or end of life and removing the items from inventory. The items listed have been replaced or are no longer useful.

Those items with value will be sold through an arrangement with the Washington State Department of Enterprise Systems. Proceeds will be allocated to either the General Fund or Public Works Equipment Reserve as appropriate. Those items that are broken and/or have no value will be disposed of pursuant to statutory authority.

Recommended Motion: I move to adopt Resolution 2026-7

MEMORANDUM

TO: Okanogan City Council and Mayor Turner

FROM: Jessica Blake, City Clerk/Treasurer

DATE: August 12, 2026

SUBJECT: Resolution 2026-8 Adopting Parks and Recreation Plan Element of Comprehensive Plan

Attached for Council consideration is Resolution 2026-8, adopting the Parks and Recreation Plan Element of the Comprehensive Plan. This update is a requirement every 10 years to remain eligible for parks and recreation grant funding.

Planner Chris Johnson has solicited input from the Parks & Places, Trails and Cemetery Committee, Planning Commission, local civic groups, and interested residents and users of the City's parks and places. A public hearing was held by the Planning Commission on August 10th to further solicit public comments on the plan.

The Planning Commission is forwarding the plan for the Council's action.

Recommended Motion: I move to adopt Resolution 2026-8

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: August 7, 2026

Subject: 2026 Backflow Assembly Contract

AWA Backflow submitted a quote in the amount of \$1,839.08 to perform backflow assembly testing on City owned devices, this is an annual requirement.

Suggested Motion: I move to accept AWA Backflows quote and award the contract in the amount of \$1,839.08.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: August 10, 2026

Subject: Gray & Osborne Consultant Agreement for 2nd Ave Sidewalk Replacement

Attached for Council's consideration is the Consultant Agreement for Preliminary Engineering to replace curb, gutter, sidewalk, storm drainage, and illumination from Conconully Street to south end of 2nd Avenue Bridge. Maximum amount payable for this phase of the project is \$66,600 and is included in the 2026 budget.

Suggested Motion: **I move to authorize Mayor Turner to sign the consultant agreement with Gray & Osborne, Inc. for the 2nd Ave Sidewalk Replacement Project.**

MEMORANDUM

TO: Okanogan City Council and Mayor Turner

FROM: Jessica Blake, City Clerk/Treasurer

DATE: August 12, 2026

SUBJECT: Memorandum of Agreement – Teamsters Local 760

Attached for Council consideration is a Memorandum of Agreement with Teamsters Local 760. This comes at the request of the Western Conference of Teamsters Pension Trust concerning the new language in our collective bargaining agreement regarding wage deferrals. The Trust finds the term “deferral” contrary to their policy and has asked that we agree to update the language.

The Teamsters Local 760 has drafted the attached agreement changing the word “deferral” to “diversion.” All other language in Article 15.3 remains the same.

Recommended Motion: I move to authorize Mayor Turner to sign the Memorandum of Agreement with Teamsters Local 760 to amend Article 15.3 of the 2026-2028 Collective Bargaining Agreement.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: August 13, 2026

Subject: Okanogan Legion Airport Capital Improvement Plan

Washington State Department of Transportation Aviation requires airports to annually submit a Capital Improvement Plan.

Attached for your consideration is a breakdown of projects to be submitted.

Suggested Motion: I move to approve the Okanogan Legion Airport Capital Improvement Plan.

DEPARTMENT HEAD REPORT

Clerk's Office

August 18, 2026

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

1. Budget

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

2. Clerk Duties

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

3. Other

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

4. Payroll

- Completed 1st Payroll for August 2026

5. Planning/Building

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

6. Utilities

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

7. Sports Complex

- Updated Plex Calendar

8. Wellness

- Scheduled planning meeting for August 19th

9. Clerk Treasurer

- Attended AWC Budget Workshop
- Budget Preparation
- Continued work on new website
- Attended monthly check-in with Firefly
- Completed grant billing for WWTF design engineering
- Met with Gray & Osborne RE Airport Pilots Lounge/Hangar

Code Enforcement/Animal Control/Assistant Permit Admin Report

City Council Meeting

August 18th, 2026

Patrolled the city

Animal Complaints

2 closed 2 open

Public Nuisance

1 closed

5 open including the following-

966 3rd Avenue North (on going)

803 2nd Avenue South (on going)

50 Pine Street

Vehicles and Traffic

2 closed 3 open

Camping in Legion Park

4 closed 2 open

Camping on other city property

2 closed

Department Head Report

Fire Department

August 18, 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- 132
- Continued transferring inventory into First Due system.

Training:

- Truck checks
- Business Meeting
- Officers Meeting
- Nozzles and Streams
- LifeFlight Training

Fire Calls to Date:

- Activated Alarm- 26
- Motor vehicle Accident- 15
- Motor vehicle fire- 7
- Brush Fire- 40
- Structure Fire- 13
- EMS Assist- 5
- Fire Other/Good Intent- 22
- Haz-Mat- 4

Hours Spent on Calls and Training to Date

- | | |
|--------------------|-----------------------------|
| • District: 100.48 | Man Hours to Date: 1,204.07 |
| • City: 23.10 | Man Hours to Date: 282.33 |
| • Training: 136.50 | Man Hours to Date: 2,492.50 |

Totals Calls to Date:

- District: 79
- City: 53

Events:

Attended Omak Stampede Parade

DEPARTMENT HEAD REPORT

Public Works

August 18, 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
- Performed monthly water sampling
- Performed monthly meter reading
- Performed fire hydrant maintenance

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 mainline camera inspection
- Submitted the discharge monitoring report to DOE

Street Department

- Performed street sweeping operations
- Performed vegetation management
- Performed approving right of way permits
- Performed watering downtown trees
- Performed litter pickup

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Performed pouring & setting headstones
- Performed irrigation repairs
- Performed preparing the CVSC for a softball tournament

Shop

- Performed vehicle & equipment maintenance
- Performed parks equipment repairs & maintenance
- Acquired a frontend loader from the City of Omak
- Acquired a new lawn aerator

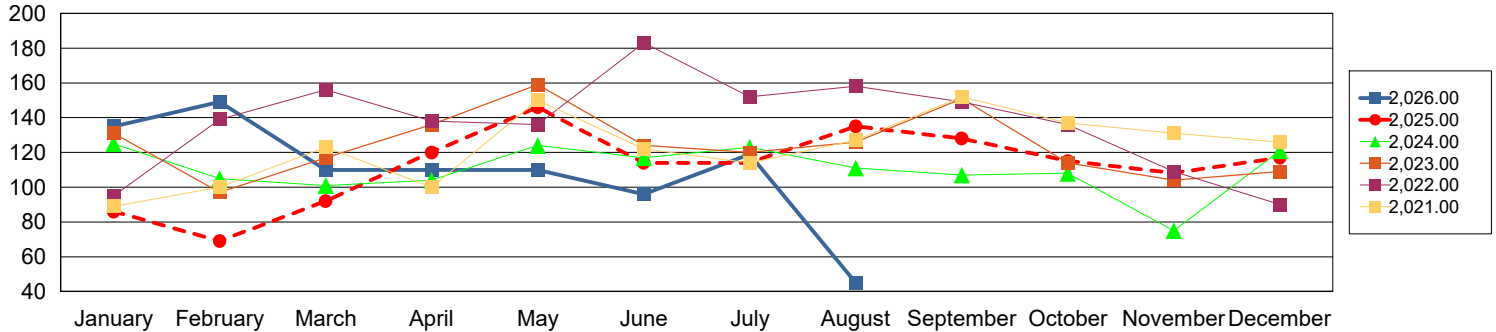
Other

- Public Works participated in safety meeting
- Participated in onsite meetings regarding the Okanogan School District wrestling facility



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **123**
- Thefts in last 30 days: **2**
- Burglary / Trespass in last 30 days: **7**
- Assaults / Disputes in last 30 days: **9**
- Traffic incidents in last 30 days: **2**
- Total City Incidents YTD: **992**

Traffic Stops: **25**

Law Incidents - Last 30 Days

OCSO

123

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
07/18/2026 01:59	AGENCY REFERRAL	2ND	OKANOGAN	S26-04338
07/18/2026 08:32	WANTED PERSON	7TH	OKANOGAN	S26-04342
07/18/2026 14:34	CITIZEN ASSIST	5TH	OKANOGAN	S26-04351
07/18/2026 15:52	VIOLATE ORDER	2ND	OKANOGAN	S26-04355
07/18/2026 20:22	AGENCY ASSIST	MURRAY	OKANOGAN	S26-04362
07/18/2026 21:13	ALARM FIRE	2ND	OKANOGAN	S26-04364
07/19/2026 12:30	MHP CONTACT	1ST	OKANOGAN	S26-04375
07/19/2026 17:51	CIVIL	MURRAY	OKANOGAN	S26-04382
07/19/2026 17:55	CITIZEN ASSIST	5TH	OKANOGAN	S26-04383

07/19/2026	21:00	ASSAULT	3RD	OKANOGAN	S26-04387
07/20/2026	11:29	WELFARE CHECK	2ND	OKANOGAN	S26-04403
07/20/2026	16:40	TRAFFIC HAZARD	2ND	OKANOGAN	S26-04413
07/21/2026	03:44	AGENCY ASSIST	3RD	OKANOGAN	S26-04432
07/21/2026	09:50	DISABLED VEHICL	RODEO TRAIL	OKANOGAN	S26-04435
07/21/2026	10:21	CITIZEN ASSIST	5TH	OKANOGAN	S26-04436
07/21/2026	17:45	THREATENING	3RD	OKANOGAN	S26-04449
07/22/2026	08:33	RUNAWAY JUVNILE	VIEWMONT	OKANOGAN	S26-04457
07/22/2026	08:50	THEFT OTHER	1ST	OKANOGAN	S26-04458
07/22/2026	11:23	CITIZEN ASSIST	5TH	OKANOGAN	S26-04465
07/22/2026	14:36	CITIZEN ASSIST	5TH	OKANOGAN	S26-04468
07/22/2026	16:18	VIOLATE ORDER	3RD	OKANOGAN	S26-04474
07/22/2026	18:00	DOMESTIC DISPUT	MILL	OKANOGAN	S26-04477
07/23/2026	11:31	CITIZEN ASSIST	MILL	OKANOGAN	S26-04486
07/23/2026	12:16	VIN INSPECTION		OKANOGAN	S26-04487
07/23/2026	14:45	CIVIL	2ND	OKANOGAN	S26-04490
07/23/2026	14:52	AGENCY ASSIST	PATROL	OKANOGAN	S26-04489
07/23/2026	17:13	JUVENILE PROB	3RD	OKANOGAN	S26-04493
07/24/2026	02:15	DOMESTIC DISPUT	PINE	OKANOGAN	S26-04508
07/24/2026	08:25	MEDICAL	3RD	OKANOGAN	S26-04512
07/24/2026	12:23	CITIZEN ASSIST	5TH	OKANOGAN	S26-04517
07/24/2026	19:32	DISORDERLY	1ST	OKANOGAN	S26-04529
07/24/2026	20:54	FIRE OTHER	SPOKANE	OKANOGAN	S26-04531
07/25/2026	12:52	SEX OFFENSE	3RD	OKANOGAN	S26-04545
07/25/2026	19:22	LOST PROPERTY	2ND	OKANOGAN	S26-04552
07/25/2026	20:11	SUSPICIOUS	3RD	OKANOGAN	S26-04553
07/26/2026	16:08	CITIZEN ASSIST	RODEO TRAIL	OKANOGAN	S26-04563
07/27/2026	13:39	CITIZEN ASSIST	2ND	OKANOGAN	S26-04589
07/27/2026	13:48	ASSAULT	5TH	OKANOGAN	S26-04587
07/27/2026	14:07	CIVIL	2ND	OKANOGAN	S26-04588
07/27/2026	15:19	MAL MISCHIEF	TYEE	OKANOGAN	S26-04591
07/27/2026	17:43	TRESPASSING	2ND	OKANOGAN	S26-04592
07/28/2026	10:45	THREATENING	2ND	OKANOGAN	S26-04603
07/28/2026	10:54	AGENCY ASSIST	5TH	OKANOGAN	S26-04604
07/28/2026	12:22	CITIZEN ASSIST	ROGERS	OKANOGAN	S26-04606
07/28/2026	12:34	VIN INSPECTION		OKANOGAN	S26-04607
07/28/2026	12:59	VIN INSPECTION	5TH	OKANOGAN	S26-04608
07/28/2026	13:17	DRUGS	CENTRAL	OMAK	S26-04609
07/28/2026	14:06	CITIZEN ASSIST	5TH	OKANOGAN	S26-04614
07/28/2026	14:07	CITIZEN ASSIST	1ST	OKANOGAN	S26-04613
07/28/2026	15:39	TRESPASSING	PINE	OKANOGAN	S26-04617
07/28/2026	16:41	SUSPICIOUS	2ND	OKANOGAN	S26-04619
07/29/2026	10:08	FIRE WILDLAND	6TH	OKANOGAN	S26-04632
07/29/2026	10:13	SUICIDAL PERSON	CONCONULLY	OKANOGAN	S26-04633
07/29/2026	10:32	WELFARE CHECK	4TH	OKANOGAN	S26-04635
07/29/2026	16:33	SUSPICIOUS	QUEEN	OKANOGAN	S26-04649
07/29/2026	20:52	CITIZEN ASSIST	2ND	OKANOGAN	S26-04654
07/30/2026	13:24	FRAUD	5TH	OKANOGAN	S26-04665
07/30/2026	17:57	UNSECURE PREMIS	2ND	OKANOGAN	S26-04672
07/30/2026	17:57	ANIMAL VICIOUS	1ST	OKANOGAN	S26-04673
07/30/2026	23:34	BREATHING	2ND	OKANOGAN	S26-04677
07/31/2026	00:30	SUSPICIOUS	2ND	OKANOGAN	S26-04679
07/31/2026	10:06	CITIZEN ASSIST	1ST	OKANOGAN	S26-04686
07/31/2026	11:26	CITIZEN DISPUTE	QUEEN	OKANOGAN	S26-04688
07/31/2026	13:48	SUSPICIOUS	2ND	OKANOGAN	S26-04693

07/31/2026 16:19	CITIZEN CONTACT	5TH	OKANOGAN	S26-04696
07/31/2026 22:07	EXTRA PATROL	MAPLE	OKANOGAN	S26-04702
08/01/2026 03:52	DISORDERLY	ELMWAY	OKANOGAN	S26-04704
08/01/2026 07:55	SUSPICIOUS	ELMWAY	OKANOGAN	S26-04705
08/01/2026 18:09	TRESPASSING	2ND	OKANOGAN	S26-04719
08/01/2026 20:59	VEHICLE PROWL	2ND	OKANOGAN	S26-04728
08/01/2026 22:56	911 ABUSE	2ND	OKANOGAN	S26-04735
08/01/2026 22:59	SUSPICIOUS	4TH	OKANOGAN	S26-04736
08/02/2026 06:10	JUVENILE PROB	1ST	OKANOGAN	S26-04740
08/02/2026 11:23	TRESPASSING	ELMWAY	OKANOGAN	S26-04746
08/02/2026 13:04	ALARM BURGLARY	2ND	OKANOGAN	S26-04750
08/02/2026 13:24	ASSAULT	4TH	OKANOGAN	S26-04751
08/03/2026 02:58	RUNAWAY JUVNILE	1ST	OKANOGAN	S26-04765
08/03/2026 06:03	TRESPASSING	1ST	OKANOGAN	S26-04767
08/03/2026 07:40	PARKING PROBLEM	4TH	OKANOGAN	S26-04766
08/03/2026 09:34	BURGLARY	2ND	OKANOGAN	S26-04770
08/03/2026 09:40	CUSTODIAL INT.	4TH	OKANOGAN	S26-04771
08/03/2026 12:21	WELFARE CHECK	1ST	OKANOGAN	S26-04775
08/03/2026 18:30	MAL MISCHIEF	PINE	OKANOGAN	S26-04785
08/04/2026 10:34	VIOLATE ORDER	2ND	OKANOGAN	S26-04793
08/04/2026 12:19	SEX OFF REGISTR	5TH	OKANOGAN	S26-04796
08/04/2026 12:20	SEX OFF REGISTR	5TH	OKANOGAN	S26-04797
08/04/2026 12:20	SEX OFF REGISTR	5TH	OKANOGAN	S26-04798
08/04/2026 12:21	SEX OFF REGISTR	5TH	OKANOGAN	S26-04799
08/04/2026 12:57	SUSPICIOUS	ELMWAY	OKANOGAN	S26-04800
08/04/2026 14:23	AGENCY ASSIST	5TH	OKANOGAN	S26-04802
08/04/2026 15:03	FRAUD	4TH	OKANOGAN	S26-04804
08/05/2026 14:22	SUSPICIOUS	MAPLE	OKANOGAN	S26-04827
08/05/2026 17:51	EXTRA PATROL	MAPLE	OKANOGAN	S26-04833
08/05/2026 21:18	SUSPICIOUS	MAPLE	OKANOGAN	S26-04835
08/06/2026 19:22	INTOXICATION	RODEO TRAIL	OKANOGAN	S26-04859
08/07/2026 06:34	DRUGS	3RD	OKANOGAN	S26-04865
08/07/2026 10:09	CITIZEN ASSIST	5TH	OKANOGAN	S26-04872
08/07/2026 15:32	SUSPICIOUS	MAPLE	OKANOGAN	S26-04882
08/07/2026 16:19	EXTRA PATROL	MONROE	OKANOGAN	S26-04890
08/08/2026 12:15	SUSPICIOUS	MONROE	OKANOGAN	S26-04898
08/08/2026 13:18	CHILD ABUSE	2ND	OKANOGAN	S26-04900
08/09/2026 16:13	NOISE COMPLAINT	OAK	OKANOGAN	S26-04919
08/09/2026 20:11	FIRE OTHER	2ND	OKANOGAN	S26-04927
08/09/2026 20:27	ILLEGAL BURNING	2ND	OKANOGAN	S26-04928
08/09/2026 21:46	LOITERING	3RD	OKANOGAN	S26-04930
08/10/2026 00:13	DOMESTIC DISPUT	3RD	OKANOGAN	S26-04934
08/10/2026 07:45	CITIZEN ASSIST	5TH	OKANOGAN	S26-04936
08/10/2026 11:32	VIOLATE ORDER	PINE	OKANOGAN	S26-04942
08/10/2026 17:31	AGENCY REFERRAL	HIGHWAY 20	OKANOGAN	S26-04952
08/11/2026 15:25	DROWNING	1ST	OKANOGAN	S26-04973
08/12/2026 20:29	CITIZEN ASSIST	4TH	OKANOGAN	S26-05005

EMS Calls - Last 30 Days

LIFELINE EMS		19
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
07/18/26 21:13	ALARM FIRE	E26-03576
07/22/26 08:29	BREATHING	E26-03636
07/22/26 15:58	MEDICAL	E26-03649
07/24/26 08:25	MEDICAL	E26-03678
07/24/26 08:41	HEAD PAIN	E26-03680
07/28/26 12:28	MEDICAL	E26-03761
07/29/26 14:25	MEDICAL	E26-03775
07/30/26 23:34	BREATHING	E26-03797
08/03/26 09:40	CUSTODIAL INT.	E26-03852
08/06/26 11:29	MEDICAL	E26-03908
08/07/26 13:02	ALARM-FUMES	E26-03931
08/08/26 10:07	SICKNESS	E26-03950
08/10/26 12:01	FALL	E26-03985
08/11/26 15:25	DROWNING	E26-03998

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03		7
07/29/26 10:08	FIRE WILDLAND	F26-01511
08/07/26 13:02	ALARM-FUMES	F26-01664
08/09/26 20:11	FIRE OTHER	F26-01677
07/24/26 20:54	FIRE OTHER	F26-01463
07/25/26 12:38	FIRE OTHER	F26-01466
07/14/26 00:02	UNCONSCIOUSNESS	F26-01306
07/18/26 21:13	ALARM FIRE	F26-01409
OMAK FIRE		2
07/18/26 21:13	ALARM FIRE	F26-01410
07/29/26 10:08	FIRE WILDLAND	F26-01512

RESOLUTION No. 2026-7

A RESOLUTION DECLARING CERTAIN PROPERTY TO BE OBSOLETE, BROKEN OR END OF LIFE INVENTORY TO THE NEEDS OF THE CITY

WHEREAS, the City of Okanogan, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit A and Exhibit B attached hereto and incorporated herein as set forth; and

WHEREAS, the City of Okanogan is desirous of disposing of said property described in Exhibit A and Exhibit B attached pursuant to statutory authority of the State of Washington; and

WHEREAS, these materials, and equipment has gone past its useful life for purposes of an on-going municipal maintenance operation; and

WHEREAS, the said property in Exhibit A and Exhibit B is in excess and surplus to the present or foreseeable needs of the City of Okanogan, or is in such condition as to have no value; and

WHEREAS, it is the intent of the Council that the proceeds of the sale from Exhibit A be placed into the Public Works Equipment Reserve (Fund 319); and

WHEREAS, it is the intent of the Council that the proceeds of the sale of Exhibit B be placed into Current Expense Fund (001) revenue account(s).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Okanogan, Washington that the property described in Exhibit A and Exhibit B attached hereto and incorporated herein as fully set forth is not necessary to the needs of the City of Okanogan, and is surplus and excess to the foreseeable needs of said City, or is in such condition that it has little to no value, and may be disposed of pursuant to statutory authority. The City may dispose of the surplus or obsolete property in a method determined to be in the best interest of the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OKANOGAN this _____ day of _____, 2026.

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

Exhibit A

2026 City of Okanogan Public Works Obsolete, Surplus, and End of Life Inventory

- **1987 Chevrolet S-10 (1-20)**
- **1991 Ford Econoline Bucket Truck Van (1-26)**
- **1998 Ford Explorer (1-37)**
- **1998 Chevrolet S-10 (1-38)**
- **Street Sweeper Broom Quantity 3**
- **T12 Light Bulbs Quantity 21**
- **Air Filters 22"x22"x1" Quantity 12**
- **Guardrail Cable**
- **Agri Fab Lawn & Garden Trailer**
- **Tire Changer**
- **Playground Slide**
- **Playground Monkey Bars Quantity 2**
- **Single Pain Windows Quantity 2**
- **Honda GX35 Line Trimmer**
- **DeWalt 18V Cordless Drill (244)**
- **Nobilis Computer (264)**
- **Wisconsin 5 HP Engine (303)**
- **Bosch Dishwasher (325)**
- **Scott Protégé Gas/Air Monitor (326)**
- **Milwaukee Drill/Saw Set (327)**
- **Thermo Orion Star PH A111 (341)**
- **Nobilis Computer (349)**
- **Computer 2 Monitors (357)**
- **Stihl SH86C Blower/Shredder (429)**
- **Stihl MS192C Chainsaw (546)**
- **Kenmore 8000 BTU Air Conditioner (564)**
- **Nobilis Computer (566)**

2026 Surplus Inventory
 Obsolete, Broken, End of Life Inventory
 City Hall - Exhibit B
 Resolution 2026-7
 Council Meeting 08.18.2026

Tag #	Description	Location	
0378	Vision Tower	Mayor	Surplus/Obsolete/Replaced 06.30.26
0376	ASUS - Monitor 21.5"	Mayor	Surplus/Obsolete/Replaced 06.30.26
0377	ASUS - Monitor 21.5"	Mayor	Surplus/Obsolete/Replaced 06.30.26
0375	Vision Tower	Deputy	Surplus/Obsolete/Replaced 07.06.26
0381	Vision Tower	Clerk	Surplus/Obsolete/Replaced 07.06.26
0369	Intel Computer Tower	Counter	Surplus/Obsolete/Replaced 06.30.26
0363	HP Officejet Pro Printer	Clerk	Surplus/Obsolete
0346	OKCM5-Okanogan Council Member 5 Kindle Fire	Vault	Surplus/Obsolete
0347	OKCM1-Okanogan Council Member 1 Kindle Fire	Vault	Surplus/Obsolete
0348	OKCH1-Okanogan City Hall 1 Kindle Fire	Vault	Surplus/Obsolete
0349	OKCH3-Okanogan City Hall 3 Kindle Fire	Vault	Surplus/Obsolete
0350	OKCH2-Okanogan City Hall 2 Kindle Fire	Vault	Surplus/Obsolete
0351	OKCM3-Okanogan Council Member 3 Kindle Fire	Vault	Surplus/Obsolete
0352	OKCM2-Okanogan Council Member 2 Kindle Fire	Vault	Surplus/Obsolete
0353	OKCM6-Okanogan Council Member 6 Kindle Fire	Vault	Surplus/Obsolete
0354	OKCM4-Okanogan Council Member 4 Kindle Fire	Vault	Surplus/Obsolete
0355	OKMayor-Okanogan Mayor Kindle Fire	Vault	Surplus/Obsolete
0356	OKCM7-Okanogan Council Member 7 Kindle Fire	Vault	Surplus/Obsolete
0357	OKCH4-Okanogan City Hall 4 Kindle Fire	Vault	Surplus/Obsolete

0340	Sonicwall TZ SHOHO w/Secure Upgrade	Basement	Surplus/Obsolete/Replaced 03.2026
0341	27" ASUS LED Monitor	Building Official	Surplus/Obsolete
0012	AOC Flat Panel Monitor C2	Code Enf.	Surplus/Obsolete
0015	Microsoft Wireless Mouse 2000	Utilities	Surplus/Obsolete
0035	24W x 18D x 24H Pressboard Table (next to hallway entry door)	Clerk I	Surplus/Obsolete
0073	Microsoft Natural Ergonomic 4000 Keyboard	Deputy	Surplus/Obsolete
0077	Cando Mobile Exercise Ball Chair	Storage	Personal Item/Should not have been in inventory
0379	ASUS - Monitor 24"	Clerk Treasurer	Surplus/Obsolete
0380	ASUS - Monitor 24"	Clerk Treasurer	Surplus/Obsolete
0373	ASUS - Monitor 27"	Deputy	Surplus/Obsolete
0374	ASUS - Monitor 27"	Deputy	Surplus/Obsolete
0049	Kyocera Copier 3050	Storage	Surplus/Obsolete/Replaced 2022
0047	Sharp Electronic Calculator	Storage	Surplus/Obsolete
0307	Sharp Electronic Calculator	Storage	Surplus/Obsolete

RESOLUTION No. 2026-8

A RESOLUTION ADOPTING THE PARKS AND RECREATION ELEMENT OF THE CITY OF OKANOGAN'S COMPREHENSIVE PLAN

WHEREAS, the City of Okanogan, a municipal corporation of the State of Washington, adopted a Comprehensive Plan in 1996 which included a Parks and Recreation Element; and

WHEREAS, the City of Okanogan updated the Parks and Recreation Element in 2016; and

WHEREAS, the City of Okanogan is required to update the Parks and Recreation Element every 10 years to remain eligible to apply for parks and recreation grant funding; and

WHEREAS, the Planning Commission of the City of Okanogan did hold a Public Hearing on August 10, 2026 to discuss the plan and solicit input from the public; and

WHEREAS, the City of Okanogan is desirous of updating the Parks and Recreation Element to incorporate recent community, staff, and Planning Commission comments and suggestions, which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Okanogan, Washington that the updated Parks and Recreation Element of the City of Okanogan's Comprehensive Plan, attached as Exhibit A, is hereby adopted as recommended by the Planning Commission.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OKANOGAN this _____ day of _____, 2026.

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, City Clerk-Treasurer

EXHIBIT A

City of Okanogan

Parks and Recreation



Okanogan Legion Park

July 2026

City of Okanogan

Parks and Recreation Plan

July 2026 Update

Mayor:

Wayne L. Turner

City Council:

Lisa Bauer - Position #1

Eric Lind Sr. - Position #2

Robert Gillespie - Position #3

Steven Streeter - Position #4

Greg Oyler - Position # 5

Denise Varner - Position # 6

John Lyles - Position #7

Planning Commission:

Chairman, Dennis O'Connor

Jim Martin

Bryan Smith

Tony Yusi

Angie Morgan Chilmonik

Staff:

Chris Johnson, Planning Department

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Introduction:

The City of Okanogan (the City) is located in North Central Washington in the Okanogan Valley, bordering the Okanogan River. The City is approximately 2.1 square miles and hosts a variety of natural areas, shorelines, trails, city parks, and other recreational opportunities. The Parks and Recreation Plan (the Plan) is a six-year strategic plan and policy framework to meet the City's parks and recreational needs.

A well-conceived parks and recreation plan provides several key functions. These functions include:

- Meeting human needs for recreation and aesthetics;
- Providing for the protection and enhancement of the natural environment, as well as shaping the extent and patterns of development in the community;
- Providing opportunities for fitness and exercise; and
- Meeting the present and future diversity needs of the residents.

The Plan is one component of the larger community development plan. The Plan addresses improvements that serve residents, the surrounding communities, and tourists.

The City's objective is to provide parks and recreational facilities, programs, and open space that will be integrated into the community. The City is committed to providing recreational facilities that meet the needs of the community.

Community Description:

The City of Okanogan is the county seat of Okanogan County in North-Central Washington. The original town site, on the west bank of the Okanogan River, was first settled in 1888 and was named Alma. By 1907 the town voted overwhelmingly to change the name to Okanogan, in order to better reflect its place on the Okanogan River as a prime steamboat stop, and its proximity to the Okanogan Irrigation Project, that was supporting the growing orchard industry. Later in 1907, the town voted nearly unanimously to incorporate what is now the City of Okanogan.

The arrival of the Great Northern railroad in 1914 increased access and reliability to transport of goods and products in and out of the growing City, leading to a spirited campaign to wrest the county seat from Conconully. While Okanogan is overshadowed in population by the City of Omak, some five miles to the northeast, the City retains a close knit residential community with an identifiable small town feel from the many brick and stucco buildings in the central district that harken to the City's heyday in the 1930s. Today, Okanogan's population is steady at just under 2,500 residents, and still serves as the County seat, with the original 1915 county courthouse presiding over the city.

Historic Population

The site of Okanogan was used for thousands of years as a camping ground and fishing area by the Southern Okanogan Tribe, also known as the Sinkaietk or Uknaqinx, as well as by several other tribes of the mid-Columbia. Steelhead and salmon runs were plentiful on the Okanogan River. The Okanogan River was also well known to fur traders and other early non-Indian explorers in the early 1800s. In 1833 the famed botanist David Douglas (1799-1834) camped at the mouth of Salmon Creek, where Alma Park is today.

The City was also on a route well used by miners and cattlemen known as the Cariboo Trail. The trail followed the ancient Indian route along the Okanogan River up into the booming Cariboo gold fields of British Columbia. Beginning in about 1855, thousands of miners and prospectors trudged up this low-altitude route into the gold fields.

It was also used by early cattlemen from the lush grasslands of the Willamette and Yakima valleys. From about 1855 to 1868, they drove their stock in massive, dusty cattle drives up the Cariboo Trail in order to provide fresh beef to the miners. While the Cariboo Trail stayed mostly on the east side of the Okanogan River, it was actually a loosely defined route with many side routes up and into the Conconully and Methow drainages.

The Reservations

Non-Indian settlement came relatively late to the area surrounding the future City of Okanogan, partly because the entire area was designated by the federal government as reservation land, with everything on the east bank of the Okanogan River part of the Colville Reservation, and everything on the west bank of the river being within the Moses Reservation. The early Moses Reservation was not long-lived however, and by 1883 the Moses Reservation was dissolved, leaving only the Colville Reservation on the east side of the Okanogan River. Today, the City of Okanogan includes lands on both sides of the Okanogan River, and the City and Tribes work under a joint planning agreement for development and management of commercial, industrial, and park facilities located within the reservation.

What's in a name?

The Okanogan name is most often attributed to the Indigenous *Syilx* (Okanagan) Salish word **uk^wnaqín**. Translated literally, it means "rendezvous" or "meeting place", and also translates to "head of the river" or "place of water", referencing the region's prominent waterway.

The history of the name being spelled differently across the border in Canada (Okanagan) and being applied to at least two early Fort Okanogan locations and three other early settlements in the county adds footnotes to the settlement pattern and likely adds support for the naming being a settler approximation of the native name for the region.

Demographics:

The most recent census data for Okanogan indicated that there were 2,470 residents in the City of Okanogan, while the County's population was 42,104. The 2020 population identifies a slight decrease in population from 10 years earlier (2,552) within the incorporated city limits. According to the census, Okanogan is second in size only to our sister to the north, Omak –with a 2014 population of 4845 residents.

According to the 2020 Census, Okanogan's population has a median age of 39.9, with only 10% over 60 years of age and just over 27% younger than 18. These figures suggest that the City prioritize development of park features and amenities that include activities designed to attract use by the majority of residents (63%) who are between 19 and 59 years of age

The racial makeup of the City is predominately white (75.9%), with mixed race (defined as two or more races) making up 17.37% of the population, while Native American and other race add 2.63% and 2.59% respectively, and African Americans add only 1.5% of the City's current population.

The City is currently growing at a rate of 0.96% annually and its population has increased by 6.07% since the most recent census, which recorded a population of 2,374 in 2020. The median household income in the City is \$68,611 with a poverty rate of 10.31%. The median age in the City is 43 years: 43.9 years for males, and 42.6 years for females. For every 100 females there are 90.0 males.

The City currently has approximately 1,110 housing units, with approximately 92% of the housing units occupied. About 60% of these occupied units are owner-occupied, with the remaining 40% being rentals. The vast majority of the housing stock (78%) consists of single-unit, detached homes, while the remainder are made up of multi-family buildings and mobile homes.

Parks and Recreation Facility Inventory

Designated Parks - To serve its current population, the City currently maintains seven designated parks, that cover approximately 32 acres across the City (Figure 1). These facilities provide for many recreational pastimes including baseball, tennis, basketball, football, soccer, fishing, biking, walking, hiking, boating, and picnicking. The following is a list of the City's parks and facilities.

Alma Park - Located just south of downtown and adjacent to the Okanogan River, Alma Park is the most widely used park in the City. Its facilities include the City Pool and at just over four acres in size, it also includes open grassy fields, picnic areas, play equipment, and parking.

Alma Park receives more use than the majority of other parks due to the swimming pool, picnic facilities and other play areas (Basketball and structures). The swimming pool has been upgraded several times with public grant and dedicated city funding. Maintaining the pool is a priority consistently expressed by city residents; however, the on-going operation and maintenance of the pool are the largest cost within the parks budget, indicating that additional revenue sources should be considered.

The park is bisected by Salmon Creek, which has been a focus for salmon recovery actions over the past decade. The portion of the park across the creek from the swimming pool includes a developed public boat launch that has been developed on two acres of riverfront land on the right bank of Salmon Creek at its confluence with the Okanogan River. The popular area also includes parking for vehicles and boat trailers; an RV sewage drop area with fresh water and a comfortable river overlook structure constructed on the western foundation of the City's historic high bridge river crossing. While this area is not fully recognized as a part of Alma Park, the long-term planning goal is to increase visual and physical connection with Alma Park.

Legion Park - Legion Park is one of the most visible and central of the City Parks. Its location between 2nd Avenue and the Okanogan River captures the attention of every driver between Okanogan and Omak along the State Route 215. The Park includes roughly 4.2 acres of developed area with picnic, camping, and day use areas. The Okanogan County Historical Museum sits at the north end of the park along with the fire hall replica anchoring the park as a tourist destination. The park is also the seasonal home of the Okanogan Valley Farmer's Market.

Although the park fronts the Okanogan River for its full length it remains isolated both physically and visually and few users actually access the river at this park. Future improvements to increase park utility may include development of a formal access point to the river for fishing and boating access, replacement of the bollard and cable fence between the park and the river with designated durable access and habitat improvements, and improved /altered parking areas to increase pedestrian safety along Second Avenue and improve the connection between the river and the park areas.

Legion Park is the only developed park serving the northern residential neighborhoods of the City. Community input during recent listening sessions focused on increasing pedestrian safety to the park, increasing visual and physical access to the Okanogan River, and adding play equipment for younger children.

J.C. Park – J.C. Park is one of two small neighborhood parks designed to ensure open areas were maintained during development of the City. The small 0.8-acre park is located in the southern residential portion of the City along 7th Avenue South. It serves primarily as a neighborhood park with play equipment, trees, picnic facilities and a half-court basketball court, but also sees

community use as a picnic and gathering area. In the past, local neighbors have purchased and planted trees in cooperation with the City to enhance the area. Future improvements to add playground equipment may be desirable but would also likely need to be supported through community efforts or through other public/private partnership efforts.

Sass Fenno Park - Located in the western upland residential area, Sass Fenno Park serves as a small neighborhood park (at only 0.8 acres) for the Sass Fenno Subdivision. The isolated location on the west side of Viewmont Drive overlooking the City makes it remote from much of the rest of the City. As a result, this little park sees use almost exclusively by neighboring residents. As with J.C. Park, future improvements to the park are primarily driven by local community efforts.

City Hall Park - This small park area is located on 3rd Avenue in front of Okanogan City Hall. It offers summer shade and picnic benches, and public wi-fi. The Park is immediately adjacent to the Okanogan Library and users often congregate on the grassy areas for library events and to access the internet connection. The park area also includes a memorial to fallen firefighters and one of the historic Matura murals depicting early civic life in the City.

State Patrol Park - Located on 0.55 acres surrounding City Well #2 at the intersection of Van Duyn and Oak streets on the east side of the City, it is one of two developed parks within the portion of the City that is located within the boundaries of the Colville Reservation. The small park provides a landscaping entry portal to the City and includes two picnic tables. Its location is close enough to downtown and surrounding commercial and industrial businesses that it occasionally is used by local employees as a lunch area.

Central Valley Sports Complex – Dedicated by the City in 1999, the Sports Complex occupies approximately 40 acres south of, but not contiguous with, the Okanogan County Fairgrounds, and is the largest Okanogan City park within the boundaries of the Colville Reservation.

The Central Valley Sports Complex facility is the most recent formally recognized park within the City, and was driven by strong community vision. For many years, demand for athletic fields had outpaced supply in the City and surrounding areas. Both the Okanogan and Omak school districts often made use of athletic facilities provided by others. Recreation leagues and informal games also relied on these limited facilities.

The Sports Complex was envisioned and later constructed with significant donations of community volunteer labor and materials as a solution to the community need. The site accommodates four full-size baseball and softball fields, soccer fields, a concession stand, bleachers and other facilities designed to host tournaments and competitive league or interscholastic play.

The Plex, as it has become known, also includes a paved walking trail, arboretum plantings and ample open areas used by picnickers and other impromptu gatherings. While the Plex is not

contiguous with the Okanogan River, community interest in developing access between the park and the river is strong and future development of an access trail has been discussed with adjoining property owners.

Informal Recreation Areas (Places) - While not designated as formal parks, City residents have access to many informal recreation opportunities, including those provided by the local school districts, by the City of Omak and by private recreation and sports interests. The Okanogan and Omak school districts allow public use of their ball field facilities when the schools are not using them. The City of Omak owns and operates 105 acres of public parks, but they are relatively distant from Okanogan and not easily accessed by foot or bicycle. A private nine-hole golf course, located between Okanogan and Omak, a private racquetball facility and athletic club in Omak, and a bowling alley in Omak comprise the private sports and recreation facilities.

Over the years, through community effort, infrastructure development, or simply through use, a number of informal areas or “Places” have been developed throughout the City. Some are little more than grassy areas, while others are developed to a level that many view them as formal Parks.

This Park Plan update includes and names these “***Places***”, both to acknowledge the work of the community members who have helped create or maintain them and to encourage, where appropriate, consideration by the City of formally identifying one or more of these areas as Parks, so that funds for their long-term maintenance and operation may be identified.

Woody Island - also referred to as “Conservation Island” - Woody Island represents the best type of Public/Private involvement project, where substantial efforts have been made through the Rotary Club and Okanogan Jr. Sr. High School to improve trails, signage, and facilities. The City owns and maintains the approximately forty seven-acre undeveloped-property on the south end of town as an annex to the adjacent wastewater treatment plant since construction of the plant. Although the entire site is located within the 100-year floodplain, evidence left on the island suggests that prior to City ownership, it may have been used as a fenced agricultural area.

Through the efforts of multiple senior class projects completed by Okanogan High School students, this marginally utilized area has been transformed into a well utilized community walking trail and river access site. Improvements have included creation of a parking area, a walking path that circles and bisects the Island, and numerous park benches and resting areas. The majority of the planning and labor to create these later features was provided by high school students through the Okanogan High School Senior Project Program.

The Island is bordered by the Okanogan River to the east and a former side channel slough to the west. Habitat enhancement efforts within the Slough were initiated by the Colville Tribes, in partnership with the City in 2012 to help restore habitat for endangered salmon in the Okanogan

watershed. The project also includes a student science component in cooperation with the Okanogan High School and the Okanogan Conservation District.

While no formal development plan has been developed for this Place, student interest in expanding the trails and increased habitat opportunities identified by the Tribes argue for necessity of such planning. Adoption of a more formal access plan is encouraged along with designation of this Place as a recognized Park.

Arboretum Park - Located on Nolan Street between Elmway and the Okanogan River within the northernmost residential area of the City, the Arboretum Park began as a solution to a storm-water management challenge on Elmway. The initial improvements included only the creation of a storm water retention pond on an unused portion of several properties that had been acquired by the City Public Works Department several decades prior. When residents of the area questioned the need for the new facility and pointed to the open water pond as an eyesore and a potential hazard, the City and volunteers from the Master Gardener's set out to beautify the area and the idea of an Arboretum Park emerged. Subsequent improvements have included creation of an improved parking area, a small Zen-Garden and a walking path, with native drought tolerant plantings, that circles the Arboretum. Much of the planning and labor to create these later features was provided by high school students through the Okanogan High School Senior Project Program.

While no formal development plan has been prepared for this "Place", student interest in expanding the short trail and increasing drought tolerant plantings have been proposed through the Senior Project Program. Long-term potential may also exist through a cooperative partnership with Okanogan County for development of a river access on the adjacent riverbank. In recent years, several of the Public Works properties have been sold to adjacent landowners to recoup costs, and return the property to productive use. Adoption of a more formal development plan is encouraged along with consideration for designating the remaining parcels as a recognized Park.

Timm Park – Located between Second Avenue and the Okanogan River, this park includes the former Timm family home site and incorporates the protection area surrounding City Well # 5. This Place sees little public use in its current state. The location of the site could serve well as an improved formal access point to the Woody Island Trail (discussed above), both for vehicle parking and pedestrian access if accommodations were made to cross the intervening slough area. Options for access could include a constructed pedestrian bridge to cross the slough or re-use of a human-powered cable car that is being removed from a location on the Methow River and may be donated to the City.

Due to the property's location near the southern end of the City, development of the park as a gateway feature or welcoming entry to the City could be highlighted by signage along Highway

20. Adoption of a more formal development plan is encouraged along with consideration of unifying the property with Woody Island to create a recognized Park.

Pine Street River Overlook - Once the primary access point across the Okanogan River connecting the railroad and the Downtown Business District, the Pine Street bridge ends have endured as abandoned portals flanking the Okanogan River. In 2010, Doug Woodrow approached the City with the idea of repurposing the west end of the former bridge alignment as a pocket park to commemorate the City's historic ties to the Japanese frontier photographer, Frank Matsura.

Using the previously abandoned bridge abutment on the west side of the river, Mr. Woodrow worked to remove the mound of dirt and debris that had served as a makeshift barrier to block vehicle access over the bank and into the Okanogan and then set about to create the park landscaping and features currently in place. Today the Japanese inspired work features a mix of cedar and granite and gravel commemorating the Centennial of the passing of Frank Matsura. The sandblasted commemorative stone echoes large Japanese heritage stones and provides a visual link to a compelling Japanese historical narrative. The site also repeats the theme of the large Matsura photo murals displayed on downtown buildings. This reclaimed place is near the site of Matsura's original photo studio and now serves as a strong connection to that time when steamboats plied the river as the center of life in Okanogan.

Okanogan Cemetery – While not a traditional park, the Okanogan Cemetery's location high up on the western hillside above the City, provides unmatched views of the City, and north and south valley vistas as well as glimpses into our historical notables of the past, including pioneer photographer Frank Matsura. The Cemetery will remain as an important aspect of the City for generations to come, adoption of a formal plan for community awareness and appreciation of the site, and the history of the early pioneers resting there is strongly encouraged, whether as a Place or as a Park.

Public Participation:

Public involvement and input are essential to the success and validity of the Plan. The public was informed and encouraged to participate in each element of the Park Plan's update process via the City's website, and outreach through the Okanogan Chamber and Planning Commission. The Plan was developed with input obtained at a series of public meetings and conversations with local Rotary and Chamber groups.

While community input into the planning process was limited, information from the public related to existing and future desired parks improvements, both within the City and in surrounding areas, has been utilized to update the Parks Plan to help direct the future of park improvements in the City.

Preferences and Needs Analysis:

How city residents see their park areas -

City resident input ranks Alma Park, Legion Park and the Central Valley Sports Complex as the most appreciated facilities, in that order.

Specific desires for each of these Parks are highlighted below:

Alma Park - The location of the City swimming pool in Alma Park is consistently cited by residents as one of the most important park features in the City. Residents appreciate the location for its walkable proximity to much of the City neighborhoods, and it is well utilized.

In recent years there has been a regional effort to organize and develop a central all-season swimming pool at a location that could serve the broader Okanogan / Omak region. Community sentiment, expressed by both residents and elected officials, favors maintaining the City swimming pool at its current Alma Park location.

Public input supports:

1. Maintenance and renovation of the City Swimming Pool;
2. Improving the connection between the pool and boat launch areas by construction of a walking bridge across Salmon Creek;
3. Improvements to the boat launch and adjacent overview; and
4. Improved visual integration between park areas and the adjacent Okanogan River shoreline.

Legion Park - The development of Legion Park in the late 1960's bridged the span between the Okanogan Legion Hall and the Historical Museum with a long narrow riverfront green space centered around a memorial flag pavilion. Legion Park serves as the permanent home of the Farmer's Market, and provides the only designated camping areas within the City.

Community preferences for future improvements at Legion Park have stressed:

1. Improvements designed to increase pedestrian safety;
2. Improved small boat access to the Okanogan River;
3. Better visual integration of the River as a park feature;
4. Added play equipment for younger children; and
5. Improvements to bathroom facilities at his park.

Central Valley Sports Complex - While the sports complex was envisioned and later constructed primarily as a community driven project to provide better youth playing fields, the site has evolved as a family destination for walking, picnicking, and gathering for small events. The site continues to accommodate full-size baseball and softball fields, soccer fields, a concession stand,

bleachers and other facilities designed to host tournaments and competitive league or interscholastic play, and has in recent years been a focus for tree planting in observance of Arbor Day.

Recent Public input supports inclusion of:

1. Pickleball and/or tennis court facilities;
2. Development of a dog friendly area;
3. Improved walking access from the City on either Okanogan Street or Rodeo Trail; and
4. Improved public bathroom facilities.

City Square - Small town City Squares typically consist of a park or plaza in front of the original county courthouse or town hall that can be used for community gatherings and events. While Okanogan boasts a grand county courthouse, its location on a steep sloping parcel between 4th and 3rd avenues does not lend itself to use for this purpose. Similarly, the small landscaped area in front of the City Hall and library is far too small to support larger community gatherings.

In the absence of a traditional Heart of the City park to host gatherings or festivals, the community has endeavored to create a cohesive gathering area through scheduled closures of the central blocks of Second Avenue through the Central Business District for a host of parades, festivals, and most recently food truck and music events. And, while this has worked well on scheduled dates, community input consistently expresses support for a more permanent solution.

Community input has included:

1. Developing a portion of the County parking lot between 2nd Avenue and 3rd avenue, adjacent to Oak Street as a City Square for community and public gatherings;
2. Acquiring one or more buildings within the city core that could be demolished to make way for a community square; and
3. Defining a portion of 3rd Avenue or Oak Street adjacent to the City Hall complex as a promenade, set off by a different paving style and periodically closed for city/community events and functions.

Each of the options considered could create increased interest and vitality in the downtown business district. The City is encouraged to continue discussions through the Chamber of Commerce and with local property owners to develop interest and support for this type of community development.

Parks and Recreation Challenges Facing the City:

The City benefits from a history of park development throughout most of the residential areas of the City. The North end residential community being the one exception, in not having easy walking area to a well-developed park. The City also lacks a downtown commercial center park, that could create a sense of place for residents and visitors alike.

Trail and sidewalk connections between the parks and neighborhoods is often cited as an area where residents would like to see additional future investments being made. The City has prioritized improvements for safe routes to schools as a first priority, but has identified needed pedestrian safety improvements as development priorities at Legion Park and the Central Valley Sports Complex.

Partnering with civic and school groups to help overcome City budget limitations provided an effective model in the development of the Central Valley Sports Complex in 1999. The project was initiated by a group of residents who were interested in developing the regional sports complex to provide a home for organized sports and regional tournaments. The group felt that the “Plex” would help relieve pressure on school sports fields, better meet recreation league demand, and support local economic growth. The City is hopeful that his model can also be used to support rebuilding of the Alma Park Swimming Pool and improve recreational boating access at Legion and Alma Parks.

Although the City’s parks are well used, and the City invests consistently in maintaining each of the designated areas, the City recognizes that it lacks sufficient funding to fully meet all of the community desires for our existing parks. The City recognizes that meeting the challenges of rebuilding the Alma park Swimming Pool and improving access between the parks will require increased public / private partnerships to identify creative and sustainable funding strategies.

Key findings from Community input are presented below:

- Additional Park area development in relative proximity to the growing northern and western neighborhoods has been a consistent point of conversation.
- The lack of designated trails and bikeways connecting the City’s public parks and places has been consistently raised for more than two decades.
- Visual and physical access to the Okanogan River has been identified as lacking at both Legion and Alma Park, to meet community recreation desires.
- The City budget is not adequate to maintain an expanded park network or to initiate and maintain a recreation program.
- Park maintenance is currently provided by Public Works and is not supported by a dedicated fund.

- Resident support for a Parks and Recreation taxing district remains elusive.

Satisfaction, quality, and usage of the parks, trails, and natural areas:

The response most often given to which recreational opportunity is the most important to have locally, was most often the Okanogan Swimming Pool at Alma Park. The second highest response was the Central Valley Sports Complex.

Satisfaction Areas:

When asked if they would be supportive of a regional aquatic facility that would serve a larger area including both Okanogan and Omak, the answer was more divided, with parents with children generally favoring maintaining the seasonal local pool, but older adults voicing support for a year-round aquatic center that could provide opportunities for physical therapy, adult only swim, and other exercise opportunities. Those favoring maintaining the local pool voiced strong concerns over the loss of community afforded to smaller children by walking with friends to a small town pool.

The same sentiment of small-town community park support was expressed about Legion Park, as the home of the Farmer's Market and summer concert events.

Areas Where Additional Work is Needed:

- Park Cleanliness ranked as a concern across each of the primary parks, with negative comments ranging from bathroom facilities to garbage/debris accumulation.
- Transient use at Legion and Alma Park was a common concern raised.
- Lack of playground equipment / need for updated equipment has been raised at Legion and Sass Fenno Parks.
- Pedestrian Safety getting to and from the park has been raised at Legion and the Central Sports Complex.
- Improvements to river access has been raised at both Alma and Legion Parks.

OKANOGAN'S PARK SYSTEM AT A GLANCE

PARK	DESCRIPTION & KEY FEATURES	CONDITION AND NEEDS
<u>Alma Park</u>	Alma Park is the most widely used park in the City. Its facilities include the City Pool and at just over four acres in size, it also includes open grassy fields, picnic areas, play equipment, and parking	* The Swimming pool is reaching the end of its life and is in need of refurbishment. * The boat launch is in need of repair to accommodate trailers * The river overlook is functionally obsolete and needs to be refurbished.
<u>Legion Park</u>	Located between 2nd Avenue and the Okanogan River captures the attention of every driver between Okanogan and Omak along the State Route 215. The Park includes roughly 4.2 acres of developed area with picnic, camping, and day use areas. The Okanogan County Historical Museum sits at the north end of the park along with the fire hall replica anchoring the park as a tourist destination. The park is also the seasonal home of the Okanogan Valley Farmer's Market.	* The bathroom facilities are in needs of refurbishment * Existing shade trees are at the end of their life and will need to be removed/replaced * River access is not available
<u>Central Valley Sports Complex</u>	The Sports Complex is located on the east side of the Okanogan river within the Colville Reservation. The Plex accommodates four full-size baseball and softball fields, soccer fields, a concession stand, bleachers, children's play equipment, a paved walking path, and other facilities designed to host tournaments and competitive league or interscholastic play.	* The Plex is served by a domestic well with limited capacity – full utility service is desired. * Additional sports courts are desired by the community (Pickle Ball/Tennis). * Pedestrian access to the Plex is poor – dedicated sidewalk or rail crossing access is warranted. * Parking area surface is currently gravel – future consideration of paving is warranted.
<u>J.C. Park</u>	The small 0.8-acre park is located in the southern residential portion of the City along 7th Avenue South. It serves primarily as a neighborhood park with play equipment, trees, picnic facilities and a half-court basketball court, but also sees community use as a picnic and gathering area. In the past, local neighbors have purchased and planted trees in cooperation with the City to enhance the area.	* Additional playground equipment may be desirable to replace aging equipment. * Existing shade trees are at the end of their life and will need to be removed/replaced
<u>Sass Fenno Park</u>	Located in the western upland residential area, Sass Fenno Park serves as a small neighborhood park (at only 0.8 acres) for the Sass Fenno Subdivision. The isolated location on the west side of Viewmont Drive overlooking the City makes it remote from much of the rest of the City. As a result, this little park sees use almost exclusively by neighboring residents.	* Park facilities are in usable condition currently. * Additional playground equipment may be desirable to replace aging equipment.

PARK	DESCRIPTION & KEY FEATURES	CONDITION AND NEEDS
<u>City Hall Park</u>	This small park area is located on 3rd Avenue in front of Okanogan City Hall. It offers summer shade and picnic benches, and public wi-fi. The park area also includes a memorial to fallen firefighters and one of a series of historic Matsura murals depicting early civic life in the City.	* Park facilities are in usable condition currently. * Existing shade trees are at the end of their life and will need to be removed/replaced
<u>State Patrol Park</u>	Located on 0.55 acres surrounding City Well #2 at the intersection of Van Duyn and Oak streets on the east side of the City. The small park provides a landscaping entry portal to the City and includes a maintained grassy areas with two picnic tables.	* Park facilities are in usable condition currently.

Goals and Objectives:

STATEMENT OF GOALS

The City recognizes that recreation is both vital to the health and well-being of the residents and guests of our community. The City also recognizes that developing and maintaining attractive and utilized park facilities requires dedication and investment on the part of the community.

The primary purposes of this element are to:

- Develop a comprehensive approach to recreation planning that provides a basis for decision making and budget development on existing facilities and programs, development of future parks, places, and recreation programs and facilities, and land acquisition.
- Establish priorities for capital improvements, program development, and land acquisition and disposal.
- Ensure conformance with federal and state policy requirements for shared revenues and grant assistance.
- Articulate clear goals, policies and programs to guide a continuing parks and recreation effort.

The Park Plan Update includes the following goals and objectives for managing the City's parks and recreation facilities and draws extensively from work performed in the City's original parks and recreation plan adopted in 1991 and the City's 1995 Comprehensive Plan.

Parks and Recreation Goals

- Maintain and improve existing park and recreation facilities to ensure that they continue to serve the various age groups in the community with accessible, enjoyable, and safe facilities.
- Eliminate barriers to access and use of park and recreation facilities where possible. Development of attractive and safe trails for a mixture of users and age classes is of paramount importance to encouraging community use of the City's trail system. Trails within

urbanized park areas may be developed with wide surfaced trails that encourage and accommodate mixed use, while trails through natural areas should, by the very aspect of their location, feature narrow widths with permeable or resilient trail surfacing.

- Identify opportunities to acquire and protect properties of historical or ecological significance as potential park areas.
- Seek to promote improved coordination and use of recreational activities and facilities between the City, Public Schools and Private organizations.
- Encourage development of private / public partnerships to increase recreational facilities throughout our community.
- Encourage development of increased river access and open space areas within flood-prone areas to reduce blight and inappropriate development.
- Promote installation of public art in our public spaces.
- Reserve and protect productive wildlife areas from intensive development while encouraging community uses that will not interfere with productivity of these natural areas.
- Encourage development of access routes and trails to provide easy user access between parks and recreation areas. Future access routes and trails should be planned and developed to meet the needs of each unique Park or Place, with durable and maintainable surfaces preferred to permanent or paved surfaces in natural park areas and with an objective to combine or consolidate informal access points where possible into clearly identifiable and safe public access points.

Parks and Recreation Objectives

- Promote coordinated planning with nearby cities, the Colville Confederated Tribes, Okanogan County, School District No. 105, as well as state and federal agencies responsible for administration of recreation lands in the area.
- Promote use of the City's recreational lands and programs in the larger service area and by visitors.
- Preserve productive wildlife areas, providing for human observation in a way which will not interfere with these areas as wildlife habitat.
- Encourage the development of recreational (green) areas throughout the City and the various zones, coordinating with commercial/ residential and multi-use areas as parks of private development, to be funded and maintained by adjacent property owners.
- Ensure that park and recreation facilities serve a diverse set of activities and users in the community, both culturally and physically.
- Provide a mechanism for users to contribute to maintenance and improvement of recreational facilities.
- Encourage an understanding of the contribution of recreational facilities and activities to the "quality of life" and the value of this contribution in stabilizing and strengthening the economic base of the community.

- Promote increased awareness and focus on the Okanogan River as the major natural feature of the area and include a focus on river and waterfront use in planning the improvement.
- Encourage the development of pedestrian/non-motorized trails and ways linking recreational opportunities.

Putting The Plan into Action

Planning for the recreation needs of the local community is a priority, but there is an increasing awareness that recreation may also be our most powerful draw to increase tourism into the area, primarily for recreation that connects visitors with the scenic and natural resources unique to our area. Recreation tourism is recognized as a source of positive economic benefits - enhancing property values, increasing municipal revenue, bringing in homebuyers and workers, and attracting retirees.

The City's location along State Highways 97 and 20 position it to benefit from the large amount of tourist traffic either traveling north to Canada or traveling across the state. These highways also provide access for most of Okanogan County and have helped establish the Omak/Okanogan area as the center of the region. These factors may increase the City's potential for providing recreational vehicle accommodations and for helping to address regional recreational needs. Careful siting of recreational vehicle parking near river access points may further increase the potential for the City to draw campers in for day use or as a short stay base.

Population change has remained relatively slow over the past forty years. While the City's population may increase or decrease slightly over time, population in the unincorporated periphery surrounding the city is expected to continue to grow. WA State Office of Financial Management predictions for medium growth suggest the county's population may exceed 45,163 by 2030. These residents, when combined with additional residents of neighboring Douglas and Chelan counties are expected to add to the local users of recreation amenities in and surrounding the City.

The City is surrounded by vast open spaces, much of which is privately owned and in some form of agricultural production. The Okanogan National Forest begins approximately 15 miles west of the City and along with neighboring State land, offers extensive year-round recreation opportunities. The Lands to the east of the Okanogan River lie within the jurisdiction of the Confederated Tribes of the Colville Reservation. These lands also offer extensive year-round recreation opportunities within some of the most scenic and wild landscapes in the surrounding area. The Loup Loup Ski Bowl is 18 miles west of Okanogan, offering downhill skiing. A groomed Nordic trail system and snowmobile area is located near the ski hill. Areas for hiking, fishing, camping, equestrian activities, and recreational / all-terrain vehicle exploration abound in the areas surrounding Okanogan for summer recreation.

The following Summary of goals, objectives, and actions was developed from the public input to the Planning Commission, through the Chamber of Commerce, and previous Parks Plan input.

Goal 1: Maintain and improve existing park and recreation facilities to ensure that they continue to serve the various age groups in the community with accessible, enjoyable, and safe facilities.

Objective 1A: Ensure that park and recreation facilities serve a diverse set of activities and users in the community, both culturally and physically.

Objective 1B: Provide a mechanism for users to contribute to maintenance and improvement of recreational facilities.

Action: Work with the schools, and other civic, and youth programs to create and improve park facilities to meet their needs.

Action: Develop and maintain water access at multiple locations to expand recreational access to additional groups.

Action: Identify and pursue funding from a wide variety of sources for park acquisition, facility development, and maintenance.

Goal 2: Eliminate barriers to access and use of park and recreation facilities where possible. Development of attractive and safe trails for a mixture of users and age classes is of paramount importance to encouraging community use of the City's trail system. Trails within urbanized park areas may be developed with wide surfaced trails that encourage and accommodate mixed use, while trails through natural areas should, by the very aspect of their location, feature narrow widths with permeable or resilient trail surfacing.

Objective 2A: Ensure that park and recreation facilities serve a diverse set of activities and users in the community, both culturally and physically.

Objective 2B: Encourage the development of pedestrian/non-motorized trails and ways linking recreational opportunities.

Action: Include opportunities for multi-modal, and ADA compliant trails and paths in existing and future park improvement projects.

Action: Seek out available funding from federal, state, and private resources to retrofit existing parts with features that would better serve a variety of age classes and abilities.

Goal 3: Identify opportunities to acquire and protect properties of historical or ecological significance as potential park areas.

Objective 3A: Encourage the development of recreational (green) areas throughout the City and the various residential and commercial zones, to acquire available properties in prioritized areas (Downtown Square Park, Frequently flooded areas) for the benefit of community recreation and protection

Action: Maintain connections with civic and conservation organizations to identify and promote funding opportunities to acquire priority properties.

Action: Develop a prioritized list of potential areas where targeted acquisition of properties would benefit community recreation and protection.

Goal 4: Seek to promote improved coordination and use of recreational activities and facilities between the City, Public Schools and Private organizations.

Objective 4A: Promote coordinated planning with nearby cities, the Colville Confederated Tribes, Okanogan County, School District No. 105, as well as state and federal agencies responsible for administration of recreation lands in the area.

Action: Foster continued growth of student activities involving community service, environmental enhancement, and improvement of public spaces.

Goal 5: Encourage development of private / public partnerships to increase recreational facilities throughout our community.

Objective 5A: Encourage the development of recreational (green) areas throughout the City and the various zones, coordinating with commercial/ residential and multi-use areas as parks of private development, to be funded and maintained by adjacent property owners.

Action: Identify potential partners and invite them to become involved.

Action: Host periodic partner coordination meetings focusing on the park, trails, and natural areas system.

Objective 5B: Provide a mechanism for users to contribute to maintenance and improvement of recreational facilities.

Action: Promote volunteer opportunities such as volunteer work parties and Adopt-A-Park or Trail programs.

Action: Work with high school students, service organizations, 4-H, and other youth programs to complete projects.

Objective 5C: Encourage an understanding of the contribution of recreational facilities and activities to the "quality of life" and the value of this contribution in stabilizing and strengthening the economic base of the community.

Action: Partner with Okanogan Schools and civic groups to increase investment of volunteer time to strengthen recreational opportunities.

Action: Promote community events at the different parks and trail sites.

Goal 6: Encourage development of increased river access and open space areas within flood-prone areas to reduce blight and inappropriate development.

Objective 6A: Promote increased awareness and focus on the Okanogan River as the major natural feature of the area and include a focus on river and waterfront use in planning the improvement.

Objective 6B: Promote increased awareness of the function of the Okanogan River to protect water quality, provide wildlife habitat, and maintain migration corridors for endangered salmonids.

Action: Provide signage, and maintain natural areas to minimize dumping, invasive species, and other issues.

Action: Increase visual and physical access to the Okanogan River to support a sense of connection and foster stewardship.

Goal 7: Promote installation of public art in our public spaces.

Objective 7A: Provide a mechanism for users to contribute to maintenance and improvement of recreational facilities.

Action: Work with high school students, service organizations, and other youth programs to complete projects.

Action: Promote community events at the different parks and trail sites.

Action: Integrate natural, cultural, and historic interpretation, and education into the park system.

Goal 8: Reserve and protect productive wildlife areas from intensive development while encouraging community uses that will not interfere with productivity of these natural areas.

Objective 8A: Promote increased awareness and focus on the Okanogan River as the major natural feature of the area and include a focus on river and waterfront use in

planning the improvement.

Action: Promote visual and physical connections between riverfront park areas and the river while maintaining or restoring native vegetation where possible.

Action: Site trails to protect natural resources, especially water quality, and maintain or restore native vegetation, streams, and wetlands where possible.

Action: Provide interpretive signage about natural and cultural heritage.

Objective 8B: Preserve productive wildlife areas, providing for human observation in a way which will not interfere with these areas as wildlife habitat.

Action: Monitor, provide signage, and maintain natural areas to minimize dumping, invasive species, and other issues.

Action: Include protections in sensitive wildlife areas through adequate zoning, critical areas, and shoreline master program restrictions and incentives.

Goal 9: Encourage development of access routes and trails to provide easy user access between parks and recreation areas. Future access routes and trails should be planned and developed to meet the needs of each unique Park or Place, with durable and maintainable surfaces preferred to permanent or paved surfaces in natural park areas and with an objective to combine or consolidate informal access points where possible into clearly identifiable and safe public access points.

Objective 9A: Encourage the development of pedestrian/non-motorized trails and ways linking recreational opportunities.

Action: Create and mark new trails to connect downtown, schools, parks, other facilities, and neighborhoods.

Action: Where possible, design for and permit multiple non-motorized uses of trails, such as walking, jogging, and bicycling.

Action: Connect and mark trails to transit stops, bike routes, and sidewalks. *Action:* Link trails within the City to other community, county, and statewide trails.

Parks and Recreation Policies and Programs Matrix

Goal	Objective	Program
Maintain and improve existing park and recreation facilities	Ensure that the residents of the City of Okanogan have safe and enjoyable areas for recreation	Identify funding sources for maintenance and improvements through taxing districts, fees, or other avenues.
Provide a variety of recreational facilities for residents and visitors	Develop riverfront parks and access areas for increased resident and tourist use	Seek to acquire additional land on east side of 2nd Ave. between existing commercial uses and Legion park to increase public access and reduce flood hazard risks.
		Look for funding for strategic land acquisition to increase public river access
		Identify potential public funding available for such acquisition, either through recreation programs or flood mitigation funding
	Continue the efforts of the City to determine local recreational needs.	
Ensure that recreational activities are in harmony with the natural environment	Pursue opportunities to increase river access.	Coordinate parks goals with Shoreline Master Program Goals
	Encourage public access to the "island property", providing for a balance between recreational access and passive open space.	Maintain a trail system with developed kayak/canoe launch areas on the property.
Cooperate and coordinate with other public agencies and the private sector to provide recreation opportunities throughout the City	Coordinate with Okanogan County to jointly address recreational needs by working with the County to implement its Park and Recreation element.	Study regional recreational needs as documented in the County's Parks and Recreation element and prioritize specific facilities or programs for implementation.
		Identify funding sources for specific facilities or programs in conjunction with the County
	Coordinate with the Okanogan School District to provide joint recreational facilities.	Meet with School District facilities committee and athletic department administrators to find and develop opportunities
	Coordinate with the Colville Tribes to support efforts to operate and expand the regional sports complex.	Meet with Tribal planners to identify desired improvements and opportunities to collaborate on funding proposals

Goal	Objective	Program
		Provide staff and administrative assistance to support the Central Valley Sports Complex.
	Coordinate with State, federal and private foundations to develop or improve local recreational opportunities.	Coordinate with State, federal and private foundations to acquire grant funds.
	Continue the efforts of the City of Okanogan Planning Commission to assist in determining local recreational needs and to help coordinate with outside agencies.	
Maintain recreation facilities for today and for the future	Target investment in recreational facilities to be most cost-effective, either by wisely investing capital or by making additional property available at low cost.	Evaluate condition of swimming pool and determine activities necessary for proper maintenance and continued uninterrupted operation
		Develop, make usable and/or make accessible to the public existing city property, such as Woody Island
		Evaluate condition of ball field and other public infrastructure to determine activities necessary for proper maintenance and continued uninterrupted operation

Recommendations:

The following recommendations concerning the City's parks and recreation areas are based on the public outreach program developed by the City as part of this Plan. The recommendations outline the vision developed for the park and recreation areas over the next six years.

The recommendations, proposals, and projects outlined in this plan are conceptual and subject to further study, feasibility, and funding. It is not the intention of the Plan that any recommendations limit the City's ability to act on an opportunity that may arise provided the opportunity supports the Plan's goals and objectives. Coordination with other public and/or private participants that may be affected by or interested in the outcome of any project, such as adjacent residents or funding partners, will also affect the outcome or overall validity of any recommendation. As a result, all recommendations presented here are done with the understanding that they will only be implemented as opportunity, funding, and feasibility allow.

The following recommendations were prioritized through input received during public meetings and input from interested parties. The recommendations included in the plan were based on the following:

- Stated community priorities identified through the public process.
- Increase coordination between the City and the schools to support recreation.
- Improve and expand existing parks and facilities.
- Encourage partnerships and volunteerism.

Smaller project recommendations are expected to be able to be completed in the shorter term with little additional City funding requirements or in partnership with school or groups. The City anticipates that larger projects will be more involved and likely require more time and larger funding amounts to implement.

While the Parks Plan does assign priorities to projects within each of the parks, there is not an expectation that the highest priority projects will necessarily be implemented prior to lower priority projects or actions. This non-linear approach has been intentionally selected to avoid sidelining actions that are project ready, have high levels of community support, or have emerged since the plan was adopted. In many cases, the highest priority actions (Alma Swimming Pool), may also be the most expensive and time-consuming projects. By adopting a flexible approach, the Parks Plan seeks to ensure that well-developed and well-funded projects will be able to be implemented during the period where larger actions are being developed or seeking broader support needed for implementation.

In any case, The Parks Plan acknowledges that not all projects identified in this update will be completed within the six-year plan period, and anticipates that non-implemented projects will be re-visited in the next plan update.

Routine actions and day-to-day recommendations:

- Clean, maintain, and stock public restrooms and/or Sani cans for daily public use.
- Pick up litter and debris on a regular basis.
- Remove graffiti regularly.
- Add more trash receptacles at both the parks and existing trail system.
- Work with City staff and partners to maintain the vegetation along existing trails.
- Hold more community sponsored events in the parks.
- Work with recreation and restoration partners to increase signage along river trails.

Highest Priority project recommendations:

- Continue to advocate for funding to renovate and expand the City Swimming Pool facility at Alma Park.

- Continue planning efforts to renovate the boat launch, river overlook, and connection paths and trails to the Alma Park Boat Launch.
- Continue to advocate for funding to improve visual and physical access to the Okanogan River at Legion park.
- Continue to work with school, neighborhood, and civic groups to identify pedestrian safety and youth recreation equipment needs at Legion Park.
- Continue planning efforts to expand recreation opportunities at the Central Valley Sports Complex.
- Continue coordination with Okanogan County, Colville Tribes, and Cascade Columbia Railroad to provide safer pedestrian access to the Central Valley Sports Complex.

Lower Priority project recommendations:

- Add interpretive/educational signage indicating points of interest, historical significance, and informational content.
- Better connect the Parks to each other and downtown through signage, sidewalks, and bike lanes.
- Improve access to roads and develop parking areas, including sidewalks, bike lanes, and Americans with Disabilities Act accessible parking.
- Improve public restroom facilities to Central Valley Sports Complex and Legion Park.
- Continue to explore opportunities to acquire property to create a downtown core park.
- Continue coordination with the Okanogan School District for shared use and benefits for joint sports fields use.

Capital Improvement Plan 2026-2032:

Project Priority	Projected Year	Project Title	Estimated Cost	Funding Source
1	2026-30	Alma Park Swimming Pool: • Feasibility Plan • Full recondition	\$100,000 \$4,000,000	Complete Grants / Public and Private Partnerships
2	2026-28	Legion Park River Access • Preliminary design and funding identification	\$30,000 \$360,000	In Progress Grants / Public and Private Partnerships
3	2026	Central Valley Sports Complex • Utility extension / bathrooms • Play Structures/ pickleball Court	\$400,000 \$80,000	Grants / Public and Private Partnerships
4	2028 - 30	Alma Boat Launch / Bridge • Preliminary design and funding identification	TBD	Grants / Public and Private Partnerships
5	2028 -32	Downtown City Square Park • Conceptual Planning • Property Acquisition • Facilities Design • Secure funding	TBD	Grants / Public and Private Partnerships
6	2026-32	Trails and Paths • Explore trails and paths between parks and schools • Explore safe pedestrian access to Sports Complex	TBD	Grants / Public and Private Partnerships

Implementation Plan:

Implementing the Plan advances the community-wide vision and guides long-term decision making. The critical balance is to provide enough direction to create action toward the community's vision while retaining a high degree of flexibility to adapt to opportunities created by development and redevelopment, changes in political priorities, new partnerships, and the availability of outside resources. Given that the operating and capital budget for the City is limited, identifying funding strategies and new opportunities is critical to the success of the Park Plan.

Funding Strategies:

A variety of funding and volunteer sources are, or may be, available for park construction and operations. The following pages present existing and potential financing and funding sources for acquiring, developing, and maintaining parks, natural/scenic areas, trails, and other recreational programs.

General Fund

This is the City's primary source of operating revenue for the existing city parks. These funds come from taxes levied on property, retail sales, and utilities within the City's boundaries and are used to fund and run the day-to-day services and functions of the City. Expansion of park facilities, beyond existing funding levels, is not included in the current city budget.

Volunteer & Community Based Action

The donation of labor, land, or cash by service agencies, youth groups, private groups, or individuals is a realistic way to acquire land, complete projects, and/or raise small amounts of money for specific highly supported recreation projects. The Central Valley Sports Complex is a high-profile example of successfully raising private support to meet match requirements for state funding programs. Another example is showcased by the Rotary Clubs ongoing support for a variety of past projects within the city, as well as the current effort to develop a kayak access point at Legion Park. The local high school community service program has partnered with the City over the past several decades to develop recreational amenities at Woody Island, both city portals, and the informal Arboretum Park.

Joint Public/Private Partnership

The City could explore entering into a working agreement with the Okanogan School District or surrounding communities to help fund, build, and/or operate a public facility that serves a larger population or region than current city boundaries. While these ideas have been discussed for regional sports facilities, a year-round aquatic center, and joint operation of the County Fairgrounds, support for local projects has far outstripped interest in larger regional efforts.

Identified Grant Programs

The primary source of recreational facility improvement likely lies outside the City's own resources. Historically, the largest funding source for park and recreation projects within the City has been grants received from the State of Washington Recreation and Conservation Office (RCO), The Colville Tribes, and, to a lesser degree, reinvestment funds from Okanogan County.

RCO Programs:

- **RCO Boating Facilities Program** - The city has received funding support through the RCO administered Youth Athletic facilities Program and the ALEA program for past recreation projects.
- **RCO Washington Wildlife and Recreation Program and the RCO Aquatic Land Enhancement Account** - The City is currently applying for funding consideration through the RCO Washington Wildlife and Recreation Program and the RCO Aquatic Land Enhancement Account for recreational boating access improvements at Legion Park to develop new river access facilities.
- **RCO Salmon Recovery Funding Board** - The City has partnered with the Colville Tribes to secure funding from multiple funding entities for salmon centered restoration work at Alma Park, Salmon Creek, and Woody Island, and sees this RCO program as a likely source for future park enhancement projects.

Other Grant Programs/Strategies:

- **Community Development Block Grants (CDBG)** - The City frequently utilizes CDBG grant programs for necessary utility and road upgrades as the City demographics match the funding program preference for projects in lower income areas of the community. The City intends to explore the potential to utilize this source to ensure that recreation trails and paths are included whenever possible as elements of otherwise qualifying projects.
- **Okanogan County Infrastructure Grants** - In Okanogan County, ".09 funds" refer to the Rural County Sales and Use Tax (authorized by RCW 82.14.370). This 0.09% local sales tax is kept in the county to finance public facilities and support economic development. The fund focuses on creating/retaining jobs, business expansion, and infrastructure. These grants are awarded through a regional prioritization process that has historically not been awarded for recreational project elements, unless they are part of a larger project focused on creating/retaining jobs, business expansion, or infrastructure.
- **Recreation Taxing District** - establishment of a Parks and Recreation District as an elected special-purpose junior taxing district is a funding option that is possible under RCW 36.69. Such Districts are primarily funded by a localized property tax levy, which would be collected by Okanogan County and used specifically to maintain and operate

listed park facilities. The City of Tonasket passed such a district to fund their community Swimming Pool and assist in funding other city park infrastructure. The City may want to explore this option to secure funds needed for the Alma Park Swimming Pool.

Final Thoughts:

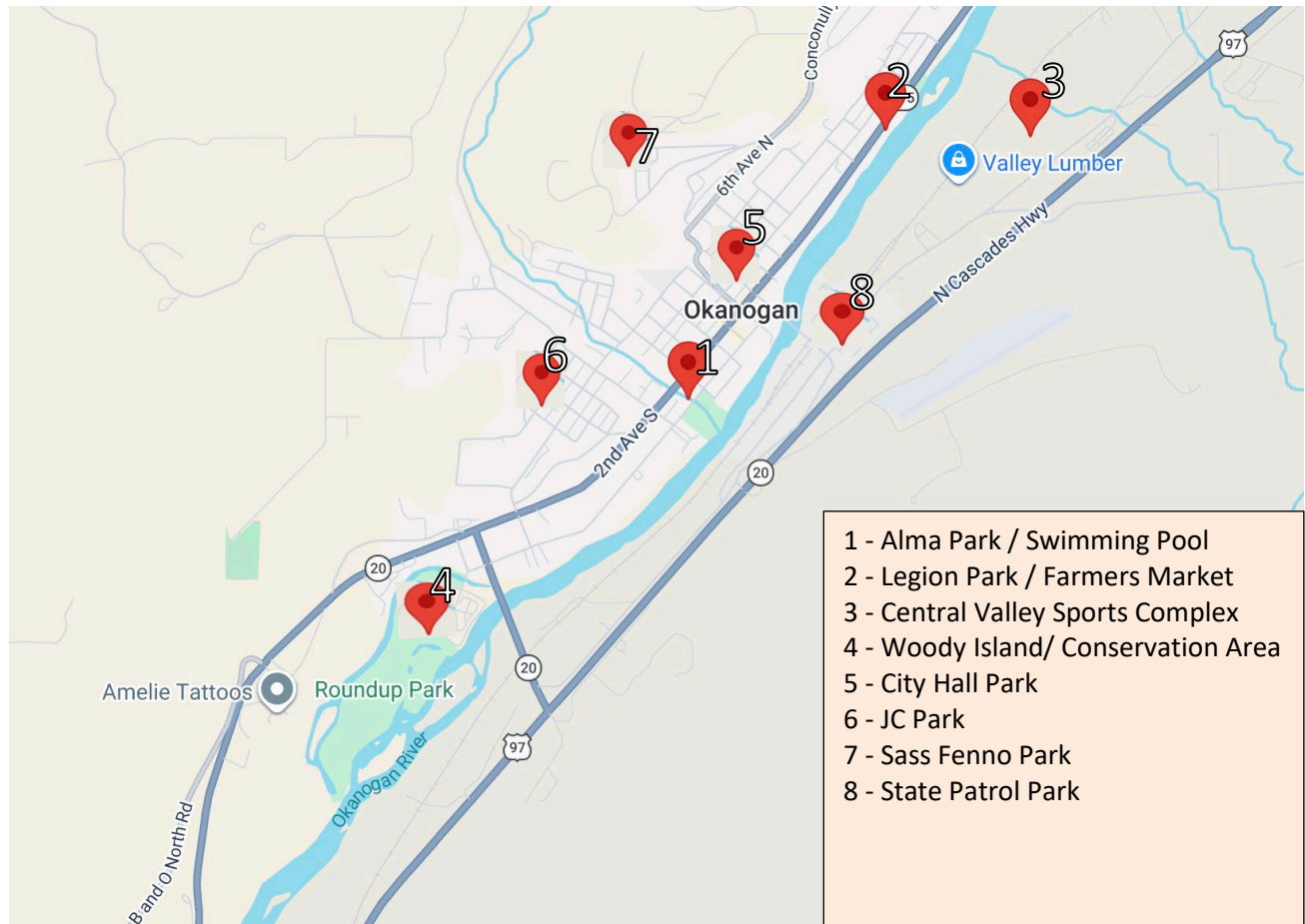
The Parks Plan combines the input received from a variety of sources, including resident input, school district input, chamber of commerce input, elected official input, and finally involved staff, to craft a vision for the future of parks and recreation areas, trails, and natural areas existing and planned within the City.

The Plan is intended to build an informed development plan that prioritizes investment in the existing parks, and looks for opportunities to expand or improve those facilities, as well as offering consideration of new park creation, where re-development would address community needs, or reduce existing risks.

It is our hope that the recommendations in the Park Plan will serve the City well, providing guidance through the next six-year planning process. The Plan is designed to provide a detailed, but flexible prioritization of improvements at each to the parks in the City of Okanogan's recreation system. Ideally, the City staff and elected officials will utilize the Parks Plan as a reference for future City budgets to maintain and renew their investment in these critical community assets, and achieve the vision laid out by the community.

Figures:

Figure 1 - Park Locations



Invoice

AWA Backflow

Date: 07-24-2026

Invoice # 4973

PO #

WO #	2026 Estimate
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To: City of Okanogan
PO Box 752

Okanogan WA 98840

Svc Address: 1601 1st Ave South Okanogan, WA 98840

Qty.	Description	Unit Price	Line Total
22	Backflow Tests for city irrigation and facility assemblies.	\$60.00	\$1,320.00
3	Backflow assemblies in Confined Space Vaults	\$125.00	\$375.00
	The backflow assembly test report(s) will be delivered to the appropriate water purveyor.		
	(Okanogan)		

Thank You for your business!

Subtotal	\$1,695.00
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Sales Tax	\$144.08
-----------	----------

Total	\$1,839.08
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AWA Backflow

P.O. Box A

Malott, WA 98829

Payable Upon Receipt

Phone: (509)846-5054 Email: wabackflow@gmail.com; Venmo - [Jeff Hansen@Jeff_Hansen](#); Zelle - 206-369-5660

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Gray & Osborne, Inc.		
Address 191 Iron Horse Court, Yakima, WA 98901	Federal Aid Number STBGUS-0215(009)	
UBI Number 600 087 923	Federal TIN or SSN Number 91-0890718	
Execution Date	Completion Date December 31, 2028	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Second Avenue (SR 215) Sidewalk Replacement Project		
Description of Work Replace curb, gutter, sidewalk, storm drainage, and illumination from Conconully Street to south end of 2nd Avenue Bridge.		
☐ Yes ☐ Yes ☐ Yes ☒ Yes 10% Vol.	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: \$66,600 Management Reserve Fund: \$0 Maximum Amount Payable: \$66,600

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Okanogan hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

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Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Shawn Davisson		Name: Michael B. Johnson, P.E.	
Agency: City of Okanogan		Agency: Gray & Osborne, Inc.	
Address: P.O. Box 752		Address: 1130 Rainier Avenue South, Suite 300	
City: Okanogan	State: WA	City: Seattle	State: WA
Zip: 98840		Zip: 98144	
Email: publicworks@okanogancity.com		Email: mjohnson@g-o.com	
Phone: 509-422-3600		Phone: 206.284.0860	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jessica Blake
Agency: City of Okanogan
Address: P.O. Box 752
City: Okanogan State: WA Zip: 98840
Email: cityclerk@okanogancity.com
Phone: 509-422-3600
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature

8/3/26

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No.

See Attached Exhibit A

Agreement Number:

EXHIBIT A

SCOPE OF WORK

CITY OF OKANOGAN SECOND AVENUE (SR 215) SIDEWALK REPLACEMENT PROJECT PROJECT NO.: STBGUS-0215(009)

PROJECT OBJECTIVE

The City of Okanogan (CITY) desires to retain professional engineering services from Gray & Osborne (CONSULTANT) to prepare preliminary and final plans, specifications, and cost estimates (PS&E) for this federally funded Second Avenue (SR 215) Sidewalk Replacement Project, more particularly for that section of Second Avenue (SR 215) between Conconully Street and the south end of the 2nd Avenue bridge. The development of the PS&E documents shall follow applicable LAG Manual requirements unless otherwise approved by WSDOT Local Programs. Additionally, the CITY may retain the CONSULTANT to provide right of way, and construction management services at the CITY'S further option. Since the scope of these services cannot be reasonably determined at this time, and should the CITY desire to exercise this option, the CONSULTANT shall prepare an amendment to this Agreement after the design documents are complete and approved by the CITY and WSDOT Local Programs.

SCOPE OF WORK

The CONSULTANT will perform the following scope of work:

The project will replace the existing curb, gutter, and sidewalk and the existing illumination system. The project length is approximately 375 linear feet from Conconully Street to the south end of the 2nd Avenue (SR 215) bridge over Salmon Creek. The roadway will remain in its current configuration and be approximately 60 feet to will include two travel lanes, a left turn lane, and two parallel parking lanes. Cement concrete curb and gutter will be installed on both sides of the roadway, and cement concrete sidewalk 10-feet in width will be installed on both sides of the roadway. Stormwater is anticipated to be collected and infiltrated on-site. The pavement section for pavement repair will be determined by WSDOT, and is anticipated to consist of crushed surfacing base course, course of crushed surfacing top course, and hot mix asphalt. Other items of work include surface restoration, utility adjustments, permanent signing, striping, and related and incidental items of work. This work also includes coordinating installation of street lighting to meet City of Okanogan standards, and coordination with Okanogan County PUD.

This scope of work includes a limited topographical survey of this project corridor in and around all current and/or proposed ADA ramps and in such other areas sufficient in detail to develop bid/construction documents suitable for (1) acquiring both CITY and WSDOT

Local Programs approval; and (2) soliciting competitive bids. The scope of work also includes identifying right-of-way and potential right-of-way needs, developing conceptual drawings, and coordinating with funding and regulatory agencies. After the concept has been reviewed by the CITY, development of final PS&E products and bid/construction documents will be completed. Our scope of work is more fully detailed below.

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, monitor, and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design and mapping of project corridor. Work shall also identify existing right-of-way lines within project limits and all intersecting public rights-of-way (streets and alleys). It will also include property lines. Property lines locations will be determined from existing publicly available information. Services include:

- A. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (WSDOT, County, and City). If title reports are necessary, costs to obtain the reports are not included in this scope. If required, this work shall be included as a contract supplement at a later time.
- B. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per CITY standards/requirements. Coordinate survey work with the CITY. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.
- C. Perform topographical survey of project corridor to include profiling (to 50 feet max) of adjacent driveways. Acquire topographical data including utility paint marks provided through the one-call utility locate service and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Incorporate pertinent topographical information at each leg of street intersections. Topographical data shall include establishing surface grades, pavement edges, utilities (visually obvious and/or painted surfaces that are present during site survey), utility structures, hydrants, valves, fences, signs, guardrails, walkways and sidewalks, crosswalks and channelization, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.

- D. Map the survey data and show pertinent topographical features contained within the survey data. Map the existing right-of-way, property lines, and other information acquired from right of way research. The map shall be suitable for use in preparing a right-of-way map for WSDOT certification, as may be required. Mapping will be confined to the limits of the project area.

Assumptions

1. CITY may elect to notify abutting property owners within the project corridor and alert them of our survey work. The CITY will be provided an opportunity to notify property owners and the Consultant shall give the CITY a 3-day minimum notice prior to commencing survey onsite.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. Gray & Osborne assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access. The CITY may, at its discretion, provide notification to abutting property owners regarding site survey access.
3. The development and/or recording of a “Record of Survey” is not required or included in this scope of work. A Right-of-Way (ROW) plan as described in the LAG Manual is not required in the PE phase of the project. Should a ROW plan and/or a Record of Survey be required, it shall be included as a contract supplement at a later time.
4. No right-of-way acquisition, to include title reports, right-of-entry agreements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work. If required, this work shall be included as a contract supplement at a later time.

Task 3 – Geotechnical

Objective: Provide the services of a qualified geotechnical engineer to provide limited geotechnical services to aid in the development of design products.

Subconsultant Responsibilities (PanGEO, Inc.)

- A. Site Reconnaissance – Perform a site reconnaissance along the project alignments to observe the existing pavement conditions and site surface conditions that may affect the proposed improvements, and to select the locations of our subsurface explorations. As part of our site

reconnaissance, CONSULTANT will review published area geology maps to gain an understanding of the general site conditions.

- B. Coordination for Field Exploration – CONSULTANT will prepare a site plan indicating the approximate locations of test pits. CONSULTANT will also mark the locations of all test pit locations in the field and call for an underground utility locate.
- C. Subsurface Exploration – The CITY will dig up to a total of two shallow test pits along the project alignment. The intent of the test pits is to identify the thickness of the existing pavement sections and the pavement subgrade conditions. The test pits will be generally dug to about a maximum depth of 8 to 10 feet deep. This work shall not be completed prior to environmental approval by WSDOT.
- D. Laboratory Tests – Select soil samples for grain size analysis, organic matter content, and cation exchange capacity testing. The test results will be used to evaluate the infiltration and treatment potential of the soils based on the methodology outlined in the current Washington Department of Ecology stormwater design manual. No in-situ infiltration tests are included in this scope of work.
- E. Report – CONSULTANT will prepare draft report and submit to the CITY for review. CONSULTANT to finalize the draft report upon receipt of review comments from the CITY. In general, the report will include:
 - A site map with approximate test pit locations;
 - A summary of the existing pavement thickness and subsurface conditions (soil and groundwater), and summary test pit logs;
 - Suitability of site soils for treatment based on methodology described in the Department of Ecology’s Stormwater Management Manual for Eastern Washington (WSDOE, 2019) and estimated infiltration rates based on the grain size analysis method;
 - Earthwork recommendations including the suitability of the site soils for use as structural fill, subgrade preparation, temporary excavation, control of groundwater (if needed), and general earthwork discussions.

Task 4 – Project Funding and Regulatory Agencies Coordination

Objective: Assist the CITY with coordinating the project with Washington State Department of Transportation, and other regulatory (environmental) and/or funding agencies to adhere to agency requirements. Services include:

- A. Assist the CITY with processing paperwork and adhering to requirements regarding the use and expenditure of any grant funds.
- B. Oversee compliance with the Local Agency Guidelines Manual in regard to the development of design documents and environmental documentation.
- C. Prepare draft WSDOT Project Prospectus and draft Local Agency Agreement forms.
- D. The CONSULTANT shall enter payment information on a monthly basis into the WSDOT DMCS system.
- E. The CONSULTANT shall attend up to two coordination, progress, and presentation meetings with the CITY and/or such State, Federal, Community, or County officials, groups or individuals as may be requested by the CITY. The CITY shall provide the CONSULTANT with a minimum notification of three business days' notice prior to such meetings.
- F. Assist the City with preparing WSDOT Summary of Design and associated forms as needed for the proposed improvements.

Task 5 – Environmental Permitting and Cultural Investigation

Objective: Comply with environmental requirements (NEPA) and acquire the various environmental approvals, permits, and environmental clearances necessary to allow construction of the project. Services include:

- A. Prepare an Area of Potential Effects memorandum (APE memo) and NEPA-CE (categorical exclusion) form for submission to WSDOT Local Programs. This scope includes completing the NEPA-CE process one time. If a reevaluation is needed, this cost will be an extra.
- B. A Cultural Resource Investigation of the APE is not required. If it is determined that a Cultural Resource Investigation is required, this work will be completed by a Subconsultant as a contract supplement.

Task 6 – Utility Data Acquisition/Hydraulic Analysis (Storm)

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor. Obtain utility field locates from the One-Call Utility Locate Center. Size and locate storm water collection for this project. Services include:

- A. Coordinate the relocation of power pole(s), as necessary for the project.
- B. Provide written requests for information from all utility companies known to provide utility service in the project area.
- C. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.
- D. Conduct a hydraulic analysis based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by CITY. This analysis shall be used to develop hydraulic data to determine catch basin spacing and infiltration facilities.

Assumptions

- 1. Utility companies will provide requested information in a timely manner.
- 2. Stormwater will be infiltrated. If infiltration is not feasible, and the stormwater conveyance system is to be connected to a downstream conveyance system, the capacity of the downstream system is adequate and no upgrades will be made with this project.

Task 7 – Preliminary Design (30 Percent)

Objective: Use information generated in Tasks 1 through 5 to develop a preliminary design for the proposed improvements for the CITY's evaluation, review, and comment. Services include developing a detailed cost estimate of the preliminary design for CITY review and comment, and QA/QC reviews.

- A. Develop a preliminary design of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, new concrete curb and gutter, and storm drainage. Conceptual design will be in accordance with ADA requirements.
- B. Incorporate preliminary storm drainage design into the plan set.
- C. Prepare and submit detailed cost estimate of the preliminary design for CITY review and comment.

- D. Prepare and submit preliminary (30 percent) plans for CITY review and comment.

Task 8 – Semifinal Design Document Preparation (90%)

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (90 percent complete). Services include:

- A. Prepare and submit project specifications to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the latest edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto.
- B. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable CITY design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the CITY will provide direction or request the Consultant's recommendation.

Task 9 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project. Services include:

- A. Send final plans and specifications to CITY and WSDOT for approval to advertise.
- B. Prepare and submit final project specifications to include contract, proposal, bonds, and insurance requirements, per CITY review and WSDOT direction. Incorporate revisions or all previous applicable and relevant CITY & WSDOT comments. Prepare final and detailed engineer's construction cost estimate.

Task 10 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. CITY will be invited to participate as desired. Reviews will be held at the following project milestones:

- A. 30 percent design level
- B. 90 percent design level

Task 11 – Bid and Award Services

Objective: Assist CITY in bidding and award services. Services include:

- A. Prepare bid advertisement(s) for publication for CITY review and use.
- B. Upon CITY authorization and direction, prepare and transmit both electronic and hard copies of bid documents to CITY.
- C. Assist the CITY to answer bid inquires, and prepare addenda for distribution to bidders as necessary, in electronic format (PDF).
- D. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordinate with CITY and WSDOT.

Deliverables

- Electronic file of all plans and specifications and addenda (as may be applicable) to the CITY.
- Hard copy of plans (one full size copy) and specifications (one copy) and cost estimate to include any addenda (as may be applicable) to CITY. Additional hard copies to WSDOT as required.

Assumptions

1. No right-of-way acquisition is included in this scope of work. If required, this work shall be included as a contract supplement at a later time.
2. The CITY shall be responsible for publishing costs of notices or permit fees required for the above items.
3. A cultural/archaeological survey is not required. If required, this work shall be included as a contract supplement at a later time.

DOCUMENTS TO BE FURNISHED BY CONSULTANT

1. One copy of each of bid/construction documents and cost estimates for each submittal phase.
2. One copy of engineer's construction cost estimate.
3. One electronic copy (PDF) and two hard copies of final bid/construction documents, including bid addenda as applicable.

4. Miscellaneous correspondence and WSDOT Local Programs paperwork/forms.

RIGHT OF WAY AND CONSTRUCTION MANAGEMENT SERVICES

The CONSULTANT shall provide right of way services and construction management services as may be further desired by the CITY and at the CITY's option. If the CITY elects to exercise this option, the CONSULTANT shall prepare a scope and fee for this additional work for the CITY's review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared near the completion of the design phase as a contract supplement. The CONSULTANT will also be entitled to subcontract work, for example, material testing services, to a qualified firm as further approved by the CITY.

Exhibit B
DBE Participation

No DBE Participation.

Agreement Number:

Exhibit C ***Preparation and Delivery of Electronic Engineering and Other Data***

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD 2020

B. Roadway Design Files

AutoCAD 2020, Civil 3-D

C. Computer Aided Drafting Files

AutoCAD 2020, Civil 3-D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency shall have the right to review data when requested.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Provisions: .pdf file

Contract Plans: .pdf file

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency may provide City standard contract documents such as Agreements, Bonds and Proposal

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Electronic files to be emailed to Agency.

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A

Exhibit D

Prime Consultant Cost Computations

Please see the attached Exhibit D.

Agreement Number:

EXHIBIT D

CONSULTANT FEE DETERMINATION - SUMMARY SHEET (COST PLUS FIXED FEE)

Project: City of Okanogan - Second Avenue (SR 215) Sidewalk Replacement Project

Additional Engineering Costs

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	2	\$52 to \$82	\$134
Project Manager	38	\$48 to \$82	\$2,090
Project Engineer	78	\$45 to \$64	\$3,666
Environmental Tech./Specialist	8	\$30 to \$58	\$384
AutoCAD/GIS Tech./Eng. Intern	80	\$20 to \$58	\$3,760
Professional Land Surveyor	24	\$42 to \$67	\$1,584
Field Survey Crew Member	60	\$25 to \$49	\$2,100

Subtotal Direct Labor Costs (DLC): \$ 13,718

Indirect Labor Costs (Overhead) @ 192.49% x DLC: \$ 26,406

Fee @ 27.5% x DLC: \$ 3,773

Direct Non-Salary Cost:

Mileage (1,773 at \$0.76/mile) \$ 1,347

Expenses

Lodging (7 days at \$110/day) \$ 770

Meals (7 days at \$68/day) \$ 476

Subconsultant Cost:

PanGEO, Inc. \$ 20,110

TOTAL ESTIMATED COST: \$ 66,600



Exhibit D: Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: STBGUS-0215(009)

Company's Name: Gray & Osborne, Inc.

Address: 1130 Rainier Ave S, STE 300

Seattle, WA 98144

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		192.49%	27.50%	
AutoCAD/GIS Tech./Engineering Intern	\$58.00	\$111.64	\$15.95	\$185.59
Electrical Engineer	\$75.00	\$144.37	\$20.63	\$239.99
Structural Engineer	\$75.00	\$144.37	\$20.63	\$239.99
Environmental Tech./Specialist	\$58.00	\$111.64	\$15.95	\$185.59
Engineer-In-Training	\$55.00	\$105.87	\$15.13	\$175.99
Civil Engineer	\$58.00	\$111.64	\$15.95	\$185.59
Project Engineer	\$64.00	\$123.19	\$17.60	\$204.79
Project Manager	\$82.00	\$157.84	\$22.55	\$262.39
Principal-in-Charge	\$82.00	\$157.84	\$22.55	\$262.39
Field Inspector	\$61.00	\$117.42	\$16.78	\$195.19
Field Survey Crew Member	\$49.00	\$94.32	\$13.48	\$156.80
Professional Land Surveyor	\$67.00	\$128.97	\$18.43	\$214.39
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.76 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 1, 2026

Gray & Osborne, Inc.
1130 Rainier Ave South, Suite 300
Seattle, WA 98144

Subject: Acceptance FYE 2025 ICR - Risk Assessment Review - Local Agency ONLY

Dear Tory Tanouye:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2025 ICR of 192.49%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Jun 15, 2026 07:29:53 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Please see the attached Exhibit E.

Agreement Number:

EXHIBIT E - COST ESTIMATE

ESTIMATED LABOR:

WORK TASK DESCRIPTION	PanGEO Labor Hours & Direct Salary Cost						Subtotals
		Principal	Sr. Geologist				
		\$103.56	\$62.07				
Site Reconnaissance & Document Review			8				\$497
Log Test Borings & Travel (1 day)			14				\$869
Prepare Logs/Evaluate Lab Tests			4				\$248
Engineering and Report Preparation		2	24				\$1,697
Post Report Consultation		1	1				\$166
TOTAL:	0	3	51	0	0	0	\$3,476

LABORATORY TEST SUMMARY

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Analysis	4	\$125	\$500
Cation Exchange Capacity	4	\$35	\$140
Organic Matter Content	4	\$35	\$140

TOTAL LABORATORY TESTING: \$780

ESTIMATED LABOR COST:

Direct Salary Cost (DSC)	\$3,476
Overhead @ 136.12% of DSC	\$4,732
Fixed Fee @ 27.5% of DSC	\$956

TOTAL LABOR COST: \$9,164

ESTIMATED DIRECT EXPENSES:

Mileage 300 mi/trip @ \$0.725/mi. (2 trips):	\$435
Field Supplies:	\$25
Traffic Control Cones & Signage Rental	\$100
Postage (Lab Testing)	\$60

TOTAL DIRECT EXPENSES: \$620

ESTIMATED DRILLING COST:

See Attached Drilling Estimate	\$9,546
--------------------------------	---------

\$9,546

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$9,164
Direct Expenses	\$620
Drilling Cost	\$9,546
Lab Testing Cost	\$780
TOTAL:	\$20,110

Exhibit E: Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: **STBGUS-0215(009)**

PanGEO, Inc.

3213 Eastlake Avenue East, Suite B

Seattle, WA 98102

[illegible]



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 3, 2026

PanGEO, Inc.
3213 Eastlake Ave East, Ste B
Seattle WA 98102

Subject: Acceptance FYE 2025 ICR - Risk Assessment Review - Local Agency ONLY

Dear Irene Jaeger:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2025 ICR of 136.12%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
[Schatzie Harvey \(Jun 3, 2026 09:28:03 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Okanogan
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Gray & Osborne, Inc.
whose address is
1130 Rainier Ave S, STE 300, Seattle, WA 98144
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Gray & Osborne, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/3/26

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

- ☒ Public Works Director, Shawn Davisson
- ☐ Other

of the City of Okanogan, and Gray & Osborne, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gray & Osborne, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/3/26

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any 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 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 Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 is 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 \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Gray & Osborne, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/3/26

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of 2nd Av (SR 215) Sidewalk Replacement * are accurate, complete, and current as of July 15, 2026 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

Michael B. John

Signature

8/3/26

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Memorandum of Agreement

IT IS AGREED by and between Teamsters Local 760 and the City of Okanogan, that the current Collective Bargaining Agreement, Article 15.3, is amended as follows (only language that has strikethrough and bold has been modified):

Section 15.3:

Pension. The City agrees that during the life of this agreement, it will allow employees to participate in the Western Conference of Teamsters Pension Trust Fund. Any such participation will be made through a wage ~~deferral~~, diversion, or reduction of an equal amount per compensable hour for each employee subject to trust rules and guidelines.

The scheduled pension increases per compensable hour are as follows and indicate the contribution per year:

1/1/2026	Two Dollars (\$2.00)
1/1/2027	Two Dollars (\$2.00)
1/1/2028	Two Dollars (\$2.00)

Compensable Hours. The above contributions shall be made based on "Compensable Hours," and shall only include the employee's actual hours worked, up to a maximum of 2080 hours per calendar year. Compensable hours shall include vacation, sick leave, and holiday pay hours.

Payment Date. The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of each month.

Compliance. In the event the WCT Pension Trust Fund is determined to be endangered or critical under the terms of the Pension Protection Act, the parties hereby adopt the default schedule developed by the WCT Pension Trust Fund. The City and the Union acknowledge responsibility for compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") as set forth in the WCT Pension Trust Fund.

The change reflected above is for WCTPT compliance purposes only and does not alter the manner or amounts in which the pension is currently paid into by the employer or diverted by wage diversion.

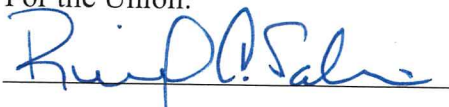
Signatures by both parties indicate agreement and compliance with the terms and conditions stated herein.

Dated this _____ day of July, 2026

For the City:

Wayne L. Turner
Mayor
City of Okanogan

For the Union:



Richard A. Salinas 7.15.26
Secretary Treasurer
Teamsters Local 760

	Airport SCIP, 2028-2032	8/5/26							
	Okanogan Legion Airport, City of Okanogan, Washington								
	Project	Total Cost	2026	2027	2028	2029	2030	2031	2032
1	GA Apron Reconstruction**	\$709,474				\$ 709,474.00			
2	Aviation Fuel System Repair and Upgrade*	\$50,000	\$ 50,000.00						
3	Airport Master Plan Update and ALP	\$400,000							\$ 400,000.00
4	Runway Marking	\$25,000		\$ 25,000.00					
5	Identify and Prepare Future Areas for Commercial/General Aviation Structures	\$30,000				\$ 30,000.00			
6	Improve Access Road and Parking Areas (North End)	\$50,000				\$ 50,000.00			
7	Install Weather Reporting System	\$1,500			\$ 1,500.00				
8	Pavement Maintenance (Runway Crack Seal, Seal Coat, Markings)	\$125,000		\$ 125,000.00					
	Total	\$1,390,974	\$50,000	\$150,000	\$1,500	\$789,474	\$0	\$0	\$400,000
	WSDOT Aviation Share (95%)		\$47,500	\$142,500	\$1,425	\$750,000	\$0	\$0	\$380,000
	City of Okanogan Share (5%)		\$2,500	\$7,500	\$75	\$39,474	\$0	\$0	\$20,000
	Notes:								
	* Coordination through the City of Okanogan								
	** Maximum grant amount by WSDOT, will likely need additional funds depending on the solution								
	2025 - City Crack Seal at the airport								

**CITY OF OKANOGAN
COUNCIL MINUTES**

August 4, 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: Utilities Clerk Laura Divis, and Public Works Director Shawn Davisson.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Turner asked if there were any alterations to the Agenda or Consent Agenda. Bauer moved, seconded by Streeter 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 July 21, 2026 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 57650 through 57668 dated August 4, 2026 in the amount of \$39,007.29, and Payroll Checks numbered 57584 through 57598 and 57635 through 57649 in the amount of \$195,951.77 for July 2026, a Debit Card Transaction dated June 31, 2026 in the amount of \$233.75 and a Debit Card Transaction dated July 8, 2026 in the amount of \$165.00 and a Debit Card Transaction dated July 31, 2026 in the amount of \$605.69 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 Shawn Davisson submitted a written report to council and in addition announced:

- Gray & Osborne & staff submitted two Transportation Improvement Board Grant applications.
- Participated in levee inspections with the United States Army Corps of Engineers.

Building Official/Permit Administrator Bryan Forbus did not submit 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 was excused from the meeting.

City Clerk Treasurer Jessica Blake submitted a written report to council and was excused from the meeting.

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

Ordinance 1255 – Water Rates and Charges – Second Reading

Mayor Turner introduced Ordinance 1255 – Water Rates and Charges – 2nd Reading.

Lyles moved, seconded by Lind to adopt Ordinance 1255.

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

NEW BUSINESS

Airport Liability Insurance Renewal

Mayor Turner introduced Airport Liability Insurance 2026-2027.

Lind moved, seconded by Varner that the City approve the 2026-2027 liability insurance premium of \$2,688.00.

There was a brief discussion.

Vote on the motion.

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

Noes: None

Motion Carried: 7 Ayes: 0 Noes

Emergency Facilities and Land Use Agreement – Legion Airport

Mayor Turner asked Public Works Director Shawn Davisson to introduce Emergency Facilities and Land Use Agreement – DNR – Legion Airport.

Varner moved, seconded by Lyles to approve the Emergency Facilities and Land Use Agreement and authorize the signing by Clerk Treasurer Blake.

There was a brief discussion.

Vote on the motion.

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

Noes: None

Motion Carried: 7 Ayes: 0 Noes

Gray & Osborne Amendment 25 – Dawson Gym, Vo-Ag, Wrestling Facility Construction Monitoring

Mayor Turner asked Public Works Director Shawn Davisson to introduce Gray & Osborne Amendment 25 – Dawson Gym, Vo-Ag, Wrestling Facility Construction Monitoring.

Bauer moved, seconded by Oyler to approve the Gray & Osborne Amendment 25 and authorize Mayor Turner to sign the agreement.

There was a brief discussion.

Vote on the motion.

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

Noes: None

Motion Carried: 7 Ayes: 0 Noes

PUBLIC COMMENT

Mayor Turner opened the floor and invited Public Comment.
Angie Morgan Chilmonik commented on the Gray & Osborne amendment addressed under new business.

COUNCILMEMBER'S COMMENT

Councilmember Varner announced:

- Chamber monthly membership meeting at Cariboo 12pm on August 5th. Lisa Bauer will be the guest speaker on "13 Ways to Kill your Community".
- Harvest Fest will be October 3rd from 9am to 2pm.

Councilmember Bauer announced:

- Okanogan County's Poverty simulation will be September 17th from 8am-2pm at the Dance Pavillion in East Side Park.

MAYOR'S REPORT

Mayor Turner announced:

- The Legion Park gazebo celebration is August 29th at 11am.
- Our Fire Chief will be resigning October 1st. The city has started advertising for the position.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:26 p.m.

APPROVED:

Wayne L Turner, Mayor

ATTEST:

Laura Divis, Utilities Clerk