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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Hybrid Meeting with Zoom**  
**Monday, October 18, 2021 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA:**

1. Approval of minutes from October 4, 2021
2. Approval of Claims

**F. NEW BUSINESS:**

1. Res. 49-2021 Approve Extension of Engineering Services with Gray & Osborne, Inc.
2. Res. 50-2021 Approve Purchase of Chutes from WW Livestock Systems
3. Res. 51-2021 Approve Public Works Contract with PumpTech, LLC
4. Res. 52-2021 Approve Amendment to the City of Omak Water System Plan



**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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In accordance with the order from Governor Inslee, our Council Meeting will be conducted using a Hybrid Model incorporating Zoom Meetings (information on next page).

If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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**The City of Omak is inviting you to a scheduled Zoom meeting**  
**Monday, October 18<sup>th</sup>, 2021 @ 7:00pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/81173140707?pwd=eVprdTJhbjU4TzkxRDNqQkNCZnhnQTo9>

Meeting ID: 811 7314 0707

Passcode: 258526

One tap mobile

+12532158782,,81173140707#,,,,\*258526# US (Tacoma)

+16699006833,,81173140707#,,,,\*258526# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 811 7314 0707

Passcode: 258526

Find your local number: <https://us02web.zoom.us/j/81173140707?pwd=eVprdTJhbjU4TzkxRDNqQkNCZnhnQTo9>



# MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 18th, 2021

Subject: **Resolution No. 49-2021** Approving an extension to the 2021 contract with G&O for General Engineering Services.

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The Attached Resolution: **49-2021, A Resolution of the Omak City Council Approving an Extension to the 2021 Contract between the City of Omak and Gray & Osborne, Inc. for General Engineering Services through December 2022,** is forwarded for your consideration.

Gray & Osborne was selected through a formal selection process to provide "On Call" engineering services in February 2021.

Gray & Osborne continues to provide excellent services to the City of Omak. We have several projects currently going on for 2022, and we wish to extend their service agreement.

General on call engineering and consulting service agreement are formally sought every three year and reviewed annually for consideration of extension.

I support this resolution.

**RESOLUTION NO. 49-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN EXTENSION TO  
THE 2020 CONTRACT BETWEEN THE CITY OF  
OMAK AND GRAY & OSBORNE, INC. FOR GENERAL ENGINEERING  
SERVICES THROUGH DECEMBER 2022**

**WHEREAS**, the City of Omak approved a 2021 contract with Gray & Osborne, Inc. to provide professional engineering services to the City of Omak through approval of Resolution No. 05-2021 on February 1st, 2021; and

**WHEREAS**, in contacting Municipal Research and Services Center legal staff, it has been determined the City can opt to continue general engineering services with the same engineers for up to three years; and

**WHEREAS**, Gray & Osborne, Inc. has been involved in several on-going engineering projects that are anticipated to continue through 2022; and

**WHEREAS**, the City's staff has been pleased with the service provided by Gray & Osborne, Inc. as the City's engineers; and

**WHEREAS**, it has been mutually agreed between the City of Omak and Gray & Osborne Inc. to extend the 2021 contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, as follows:

Section 1. The firm of Gray & Osborne, Inc. is designated to provide engineering service through December 31, 2022.

Section 2. The Contract for Professional Engineering Services dated January 13th, 2021, a copy of which is attached hereto as Exhibit "A", is hereby approved to be extended through December 31, 2022.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

Resolution No. 49-2021  
October 18, 2021  
Page 2 of 2

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**ATTEST:**

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Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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Michael D. Howe, City Attorney

# EXHIBIT A

**PROPOSAL AND CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF OMAK  
WASHINGTON**

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**JANUARY 2021**

**G&O Job. No. PR201.42**

**GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS**



**CONTRACT FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

THIS Contract between the CITY OF OMAK, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE 1**

**EMPLOYMENT OF THE ENGINEER**

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's Professional Engineering Services. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

**ARTICLE 2**

**CHARACTER & EXTENT OF ENGINEERING SERVICES**

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

## **SPECIAL SERVICES**

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

## **ARTICLE 3**

### **SCOPE OF OWNER SERVICES**

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

## **ARTICLE 4**

### **COMPENSATION**

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.



- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

## **ARTICLE 5**

### **ADDITIONAL WORK**

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

## **ARTICLE 6**

### **PUBLIC RECORDS REQUESTS**

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

## **ARTICLE 7**

### **MAJOR REVISIONS**

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

## **ARTICLE 8**

### **COST ESTIMATE**

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

## **ARTICLE 9**

### **FACILITIES TO BE FURNISHED BY THE ENGINEER**

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

## **ARTICLE 10**

### **OWNERSHIP OF PLANS**

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

## **ARTICLE 11**

### **SEVERABILITY**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

## **ARTICLE 12**

### **MEDIATION**

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.



## **ARTICLE 13**

### **ASSIGNABILITY**

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

## **ARTICLE 14**

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)(11); and 41 C.F.R. 60-741.5(a)(6); if applicable.

**This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.**

## **ARTICLE 15**

### **COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## **ARTICLE 16**

### **SAFETY**

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

## ARTICLE 17

### INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors, the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

## ARTICLE 18

### INSURANCE

#### A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

#### COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person  
\$1,000,000 each occurrence  
\$1,000,000 each aggregate

#### AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person  
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS                      \$1,000,000 each occurrence  
AND

OMISSIONS LIABILITY                      \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

**ARTICLE 19**

**STATUS OF ENGINEER**

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

**ARTICLE 20**

**CERTIFICATION OF ENGINEER**

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

**ARTICLE 21**

**CHOICE OF LAW/JURISDICTION/VENUE**

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.



## **ARTICLE 22**

### **NOTICES**

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF OMAK  
P.O. Box 72  
2 North Ash Street  
Omak, Washington 98841

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.  
1130 Rainier Avenue South  
Suite 300  
Seattle, Washington 98144

## **ARTICLE 23**

### **ATTORNEY'S FEES**

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

**ENGINEER: Gray & Osborne, Inc.**

**AGENCY: City of Omak**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: \_\_\_\_\_  
(Print)

Date: 1/13/21

Date: \_\_\_\_\_

"Equal Opportunity/Affirmative Action Employer"

## EXHIBIT "A"

### GRAY & OSBORNE

#### PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES\* THROUGH JUNE 15, 2021\*\*

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

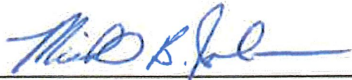
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

## EXHIBIT "B"

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- I. The Engineer, Gray & Osborne, Inc., 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 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I)(B) of this certification; and
  - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President  
Gray & Osborne, Inc.

1/13/21

Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: [www.sam.gov](http://www.sam.gov).





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
AssuredPartners | Hall & Company  
19660 10th Ave NE  
Poulsbo WA 98370

CONTACT  
NAME: Allison Barga  
PHONE  
(A/C, No, Ext): 360-626-2007 FAX  
(A/C, No): 360-626-2007  
E-MAIL  
ADDRESS: allison.barga@assuredpartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Charter Oak Fire Insurance Company		25615
INSURER B : The Travelers Indemnity Company of Connecticut		25682
INSURER C : Travelers Property Casualty Company of America		25874
INSURER D : Travelers Casualty and Surety Company		19038
INSURER E :		
INSURER F :		

INSURED  
Gray & Osborne Inc  
1130 Rainier Avenue South, Suite 300  
Seattle WA 98144

**COVERAGES**

CERTIFICATE NUMBER: 931028397

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		6808N74449A	9/10/2020	9/10/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: On-Call Engineering Services

The certificate holder is an additional insured per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF OMAK  
P.O. Box 72  
2 North Ash Street  
Omak WA 98841

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.



## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: October 18th, 2021

Subject: **Resolution No. 50-2021** Approving the Purchase of Stamped Chutes.

---

The attached Resolution: **50-2021, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF STAMPEDE ARENA CHUTES FROM WW LIVESTOCK SYSTEMS**, is forwarded for your consideration.

The requested replacement for the Chutes at the Omak Stampede arena was previously discussed at the City Council Meeting on October 4<sup>th</sup>, 2021.

After a temporary repair for the 2021 Omak Stampede performance, it has been determined a complete replacement of the chutes are needed for public and rider safety.

In collaboration with Stampede Inc., Omak Public Works has worked on the specifics and measurements of the chutes. Three companies were requested to provide quotes for the replacement, and it has been determined that WW Livestock Systems provided the recommended and lowest quote.

As discussed at the last City Council meeting, please note that these companies build the chutes to size but do not install them. Therefore, with volunteer help and assistance by the Public Works Department, there will be some additional cost for installation.

The Purchase cost is \$59,324.19 and is funded through Hotel/Motel.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 50-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
STAMPEDE ARENA CHUTES FROM WW LIVESTOCK SYSTEMS**

**WHEREAS**, the City has made extensive temporary repairs to the Omak Stampede chutes for the 2021 performance; and

**WHEREAS**, it is necessary to replace the chutes and has been previously determined to be a safety issue for riders and the general public; and

**WHEREAS**, the Public Works staff, in collaboration with Stampede Inc., received three quotes for the replacement chutes and recommends purchasing from WW Livestock Systems for \$59,324.19 as attached in Exhibit "A".

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council of the City of Omak, hereby approve the purchase of the Chutes from WW Livestock Systems., a copy of which is attached hereto as Exhibit "A", in the amount of \$59,324.19. The Mayor is authorized to execute this document on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney



# EXHIBIT A



Email orders to: [orders@wwmanufacturing.com](mailto:orders@wwmanufacturing.com)

ORDER TYPE:

QUOTE

IF BID, BID DUE DATE:

DATE:

10/08/21

Requested Ship From:

THOMAS

Customer ID:

☐ CHECK BOX IF  
NEW CUSTOMER

☐ CHECK BOX IF "SHIP TO" ADDRESS IS SAME AS "BILL TO"

BILL TO (data prefills upon selection of existing Customer ID above):

BUSINESS NAME Omak Stampede

MAIN CONTACT Chad Cleveland

ADDRESS

CITY/STATE/ZIP

PHONE / EMAIL 509-826-9216

[er@omakcity.com](mailto:er@omakcity.com)

SHIP TO:

NAME Omak Stampede

ADDRESS 421 Stampede Drive E

CITY / STATE Omak, WA

ZIP / PHONE 98841

Sales Rep			Customer PO		Shipping Method	Shipping Terms	Payment Terms	Req Delivery Date
S QUICK						FOB ORIGIN		
Qty	Wt Ea	Wt Tot	Part # and Description				Retail Unit Price	Extended Total
1			5334-100-000	BUCKING CHUTE LEFT 4-SECTION			\$ 19,626.00	\$ 19,626.00
1			5334-200-000	BUCKING CHUTE RIGHT 4-SECTION			\$ 19,626.00	\$ 19,626.00
8			5330-000-000	Fold-Up Catwalk Platforms 48"			\$ 450.00	\$ 3,600.00
2			3314-508-096	HPG CLASSIC 508-9'6"			\$ 1,337.00	\$ 2,674.00

\*Powder coat all products white\*

Qty Total	Approximate Weight Total		Retail Subtotal	
12	-		\$	45,526.00

Call for Pricing on the following items:

- Product that is Hot-Dip Galvanized ("HDG"); charge listed separately at right.
- Product powder coated in other than the colors on Powder Coat Pricing Schedule. List non-standard color(s) clearly above and/or in Order Notes below; charge listed at right.
- All non-standard product (i.e. specials)...this pricing will be built into retail prices above.

Hot-Dip Galvanize Charge	
Paint Charges:	
Non-Standard Set-Up Fee & Powder Coat Charge	4,552.60
Retail Total	\$ 50,078.60
Discount	(17,527.51)
Discounted Subtotal	\$ 32,551.09
Non-Discounted Charges (memo in box at left)	14,795.95
Sales Tax	3,977.15
Freight, subject to change	8,000.00
Total	\$ 59,324.19

Sales of varying discount %s (e.g. BearBuster, BuzzKill, HD EZ-Lift, etc.) MUST be entered on a separate sales order.

Discount %

35.00%

Materials Surcharge (subject to change)

Customers claiming tax exemption must provide proof prior to sale. Enter TAX EXEMPTION # in box at right.

If sales tax applies, enter Sales Tax Rate %

8.40%

Freight Estimate #

(An actual quote will be obtained at time of shipping)

Add 3% processing fee to the Total if paying by credit card.

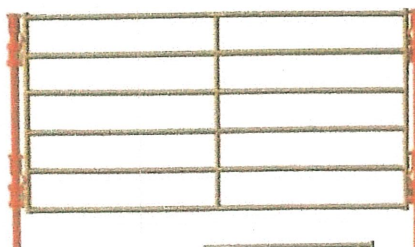
ORDER NOTES (Please enter in box below):



# Panels & Gates

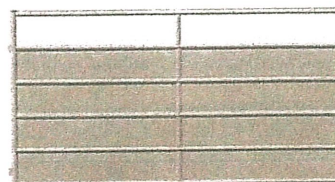
## Classic Series

Classic Panels and Gates have long been the standard for competition to live up to in the Livestock Equipment Industry. These are the Gates and Panels which prestigious organizations such as the CBR depend on year after year. All components are fabricated of 2" high tensile 14 gauge tubing with 50,000 P.S.I. yield strength. Panels are 5' tall and mount 6' high on classic post.



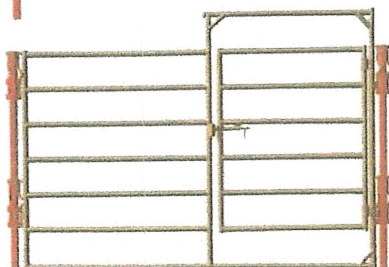
### Classic Panels

- 3311-502-000 Classic 2' Panel
- 3311-503-000 Classic 3' Panel
- 3311-504-000 Classic 4' Panel
- 3311-506-000 Classic 6' Panel
- 3311-508-000 Classic 8' Panel
- 3311-510-000 Classic 10' Panel
- 3311-512-000 Classic 12' Panel
- 3311-514-000 Classic 14' Panel
- 3311-516-000 Classic 16' Panel



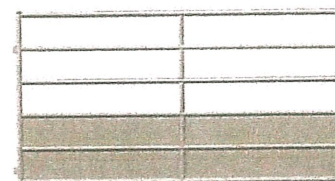
### Classic Panels-Full Sheeted

- 3311-508-200 Classic 8' Panel Full Sheeted
- 3311-510-200 Classic 10' Panel Full Sheeted



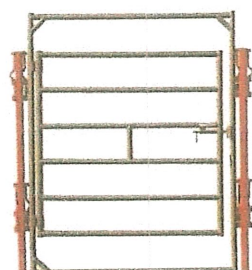
### Classic Gate Panels

- 3315-508-000 Classic 8' Gate Panel (G4)
- 3315-510-000 Classic 10' Gate Panel (G4)
- 3315-512-000 Classic 12' Gate Panel (G4)



### Classic Panels-Half Sheeted

- 3311-508-100 Classic 8' Panel Half Sheeted
- 3311-510-100 Classic 10' Panel Half Sheeted



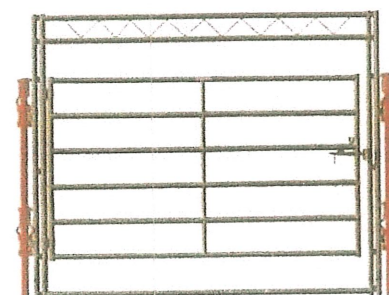
### Classic Gate-in-Frame

- 3312-024-000 Classic 24" Gate-in-Frame
- 3312-036-000 Classic 36" Gate-in-Frame
- 3312-048-000 Classic 48" Gate-in-Frame
- 3312-060-000 Classic 60" Gate-in-Frame
- 3312-072-000 Classic 72" Gate-in-Frame
- 3312-084-000 Classic 84" Gate-in-Frame
- 3312-060-100 Classic 60" Gate-in-Frame Half Sheeted
- 3312-060-200 Classic 60" Gate-in-Frame Full Sheeted



### Classic Corral Gates

- 3316-510-000 Classic 10' Corral Gate
- 3316-512-000 Classic 12' Corral Gate
- 3316-514-000 Classic 14' Corral Gate
- 3316-516-000 Classic 16' Corral Gate



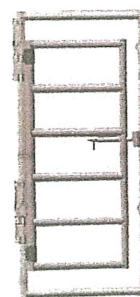
### Classic High Pole Gates

- 3314-508-078 Classic 8' High Pole Gate 7'8" Tall
- 3314-508-096 Classic 8' High Pole Gate 9'6" Tall
- 3314-510-078 Classic 10' High Pole Gate 7'8" Tall
- 3314-510-096 Classic 10' High Pole Gate 9'6" Tall
- 3314-512-078 Classic 12' High Pole Gate 7'8" Tall
- 3314-512-096 Classic 12' High Pole Gate 9'6" Tall



### Classic 32' Alley Control Frame

- 3313-032-000



### Classic 32' Alley Control Gate

- 3313-132-000

### Classic Connecting Posts

- 3318-100-000 Classic 1-Way Connecting Post 6'
- 3318-200-000 Classic 2-Way Connecting Post 6'
- 3318-290-000 Classic 2-Way 90 degree connecting Post 6'
- 3318-300-000 Classic 3-Way Connecting Post 6'
- 3318-400-000 Classic 4-Way Connecting Post 6'

### Classic Spreader Posts

- 3318-200-078 Classic 2-way Spreader Post 7'8"
- 3318-300-078 Classic 3-way Spreader Post 7'8"
- 3318-200-096 Classic 2-Way Spreader Post 9'6"
- 3318-300-096 Classic 3-Way Spreader Post 9'6"

### Classic Panel Mounting Brackets

- 3319-100-000 Classic Panel Mounting Bracket w/Clips
- 3319-101-000 Classic Panel Mounting Bracket w/Pins Left
- 3319-102-000 Classic Panel Mounting Bracket w/Pins Right

### Classic Spreader Bar Top

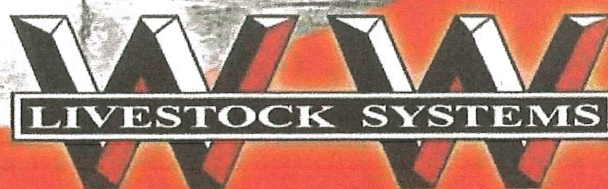
- 3331-100-108 Classic 8' Spreader Bar Top
- 3331-101-000 Classic 10' Spreader Bar Top
- 3331-201-000 Classic 12' Spreader Bar Top

### Classic Spreader Bar Bottom

- 3331-100-208 Classic 8' Spreader bar Bottom
- 3331-102-000 Classic 10' Spreader bar Bottom
- 3331-202-000 Classic 12' Spreader bar Bottom



# Bucking CHUTES



## Bucking Chutes

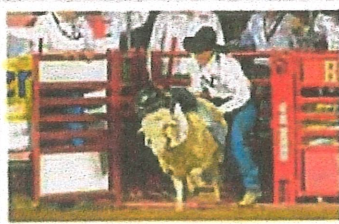
5331-100-000

- America's #1 selling bucking chute.
- Super heavy duty, yet safer for animals and cowboys.
- All W-W bucking chutes come standard with rolling door safety pads.
- Rolling doors feature unbreakable Selectforce® plastic boards.
- Available with full 4' metal catwalk decking or 2' and 4' folding catwalk for portability.
- Powder coated gunmetal gray or your favorite custom color.

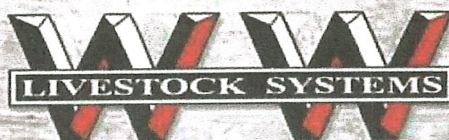


## Mutton Bustin' Chutes

5335-200-000



- Same design concept as the big boy bucking chutes, scaled down for our wooly friends.
- Come in sets of two.
- Gates on front & back to make loading much faster and easier.
- Easily moved by hand or can be made portable with removable wheel kit.
- Great crowd appeal and will definitely increase ticket sales!



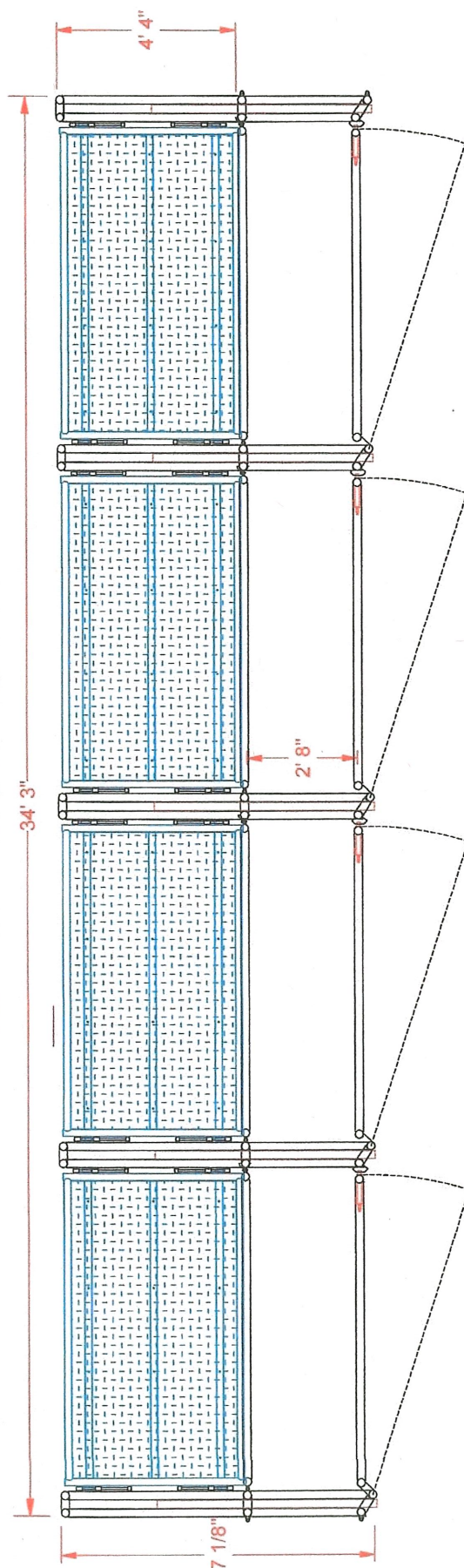
800-999-1214

[www.wwmanufacturing.com](http://www.wwmanufacturing.com)





# 4 Left-hand Delivery Bucking Chutes



W-W Livestock Systems 1-800-999-1214 Thomas, Oklahoma



2630 South Jefferson Ave • Mount Pleasant, TX 75455  
Phone - 903-572-1741 • Fax - 903-572-2798

## Quotation

A-0053138

Sold To: North 40 Outfitters (Omak)  
1227 KOALA DR  
Omak, WA 98841-9753  
US

Ship To: North 40 Outfitters (Omak)  
1227 KOALA DR  
Omak, WA 98841-9753  
US

A-0025584

Bill to: Mid-States Distributing, LLC  
PO BOX 961001  
Fort Worth, TX 76161-0001  
US

Phone: 509-422-9840

Number .....: QT-188276-2

Date .....: 9/16/2021  
Page .....: 1 of 1  
Sales order .....  
PO Number .....  
Your ref. ....:  
Our ref. ....: 04721  
Quotation deadline .....: 10/17/2021  
Payment .....: Net 30 Days  
FOB .....: FOB Origin  
Ship Via .....: TL

Total Weight .....: 13,778.18

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
BC4LRWE	BUCKING CHUTES 4 LEFT RUBBER	1.00	Pc	29,933.50	Pc	6,618.00	29,933.50
BC4RRWE	BUCKING CHUTES 4 RIGHT RUBBER	1.00	Pc	29,933.50	Pc	6,618.00	29,933.50
RSBG089WE	BOW GATE 8'X9' RS	1.00	Pc	1,169.01	Pc	279.00	1,169.01
BCPSWE	BUCKING CHUTE PLATFORM STAIRS	2.00	Pc	666.16	Pc	200.22	1,332.32
BCSHRWE	BUCKING CHUTE STAIR HAND RAIL	2.00	Pc	128.35	Pc	62.96	256.70

All prices shown in USD.

Sub total: 62,625.03

Tax: 0.00

Total: 62,625.03

For any questions or inquiries regarding this quote please contact Priefert Manufacturing directly.

You may reach us at 800-527-8616 or by email at [direct@priefert.com](mailto:direct@priefert.com).

This Quote is good for 30 days and subject to change sooner with written communication.

## Quote

Hi-Hog Farm & Ranch Equipment Ltd.  
8447 - 23 Avenue N.E.  
Calgary, Alberta  
T1Y 7G9  
(403) 280-8300



Quote Number: 0021989  
Order Date: October 04, 2021  
Expiration Date: October 18, 2021  
Salesperson: ANH  
Customer Number: US1000

Sold To:		Ship To:			
US\$ Cash Sales City of Omak Chad Caldwell Omak, WA		US\$ Cash Sales City of Omak Chad Caldwell Omak, WA  Ordered By: Scott Shelton 6 bucking chutes quote			
Customer P.O.	Ship Via	F.O.B.	Terms		
Bucking chute quote		Calgary	Net 30 days		
Item Code	Item Description	Ordered	Item Weight [lbs.]	Unit Price	Ext Price
1762	Bucking Chute RH Con. Frame	1	39	212.00	212.00
1761	Bucking Chute RH Add-On	2	1,673	8,265.00	16,530.00
1760	Bucking Chute RH	1	2,204	10,637.00	10,637.00
1763	Bucking Chute RH Entry Corner	1	296	1,550.00	1,550.00
20	Alley Spreader 32" Plain	2	41	182.00	364.00
1770	Bucking Chute Platform Stairs	2	136	574.00	1,148.00
310-6	10 x 6 U-Frame / 6-R 8' HDG	1	209	945.00	945.00
6651	HD Gate 8' x 5' & 7/8" Pl. L	1	108	439.00	439.00
1753	Bucking Chute LH Entry Corner	1	296	1,550.00	1,550.00
1750	Bucking Chute LH	1	2,204	10,637.00	10,637.00
1751	Bucking Chute LH Add-On	2	1,673	8,265.00	16,530.00
1752	Bucking Chute LH Con. Frame	1	39	212.00	212.00
Quote is before shipping , in Canadian Funds , for 6 bucking chutes , 3 LH and 3 RH with 8ft center					
<b>Quote is valid for 14 days.</b> May be subject to a steel surcharge based on fluctuating steel prices. Thank you for the opportunity!				Net Order: 60,754.00 Less Discount: 0.00 Freight: 0.00 GST/HST: 0.00	
Total Weight: 12,441 lbs				<b>Order Total</b>	<b>\$60,754.00</b>



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 18<sup>th</sup>, 2021

Subject: **Resolution No. 51-2021** Approving Public Works Contract with PumpTech, LLC. for Removal and Reinstallation of Okoma Well Pump.

---

The attached **Resolution 51-2021, A Resolution of the Omak City Council Approving the Public Works Contract with PumpTech, LLC. for Okoma Well Pump Removal and Reinstallation**, is forwarded for your consideration.

PumpTech, LLC is needed for the pump and well column removal to allow another contractor access to perform a video assessment of the inside of the well and recommendations for possible rehabilitation. The removal will happen first, and once the evaluation is completed, PumpTech will come back for the reinstallation of the Pump and column.

Discussions with PumpTech, LLC and the Scope of Work have been completed and are attached.

I recommend this resolution.

**RESOLUTION NO. 51-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS  
CONTRACT WITH PUMPTech, LLC FOR OKOMA WELL PUMP REMOVAL AND  
REINSTALLATION**

**WHEREAS**, the Public Works Department requires the removal and reinstallation of the Okoma Well Pump system to perform a well assessment; and

**WHEREAS**, PumpTech, LLC has agreed to perform the work and is familiar with the City pump infrastructure and achieved acceptable results in the past; and

**WHEREAS**, the Public Works Department has received the signed Public Works Contract and agreed to Scope of Work.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Public Works Contract, a copy of which is attached as **Exhibit "A,"** be awarded to PumpTech, LLC, with a quoted amount of \$15,000.00 and that the Mayor is authorized to execute all documents necessary.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## PUBLIC WORKS CONTRACT

**THIS AGREEMENT** made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**PUMPTech LLC  
12020 SE 32<sup>nd</sup> St., Suite 2  
Bellevue, WA 98005**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

#### **Okoma Well Pump Removal and Reinstallation**

**\$15,000.00 plus tax**

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$15,000.00 plus tax and the scope changes must be approved by the Public Works Director.
8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit



a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CONTRACTOR: PumpTech LLC

By: Felecia Soeldner Credit & Collections Controller  
Signature Title

PRINTED NAME: Felecia Soeldner

ADDRESS: 12020 SE 32<sup>nd</sup> St., Suite 2 \_\_\_\_\_

Bellevue \_\_\_\_\_ WA 98005  
City State Zip

PHONE: 425-644-8501 \_\_\_\_\_

FAX Number: 425-562-9213 \_\_\_\_\_

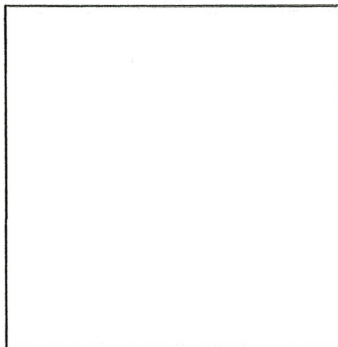
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: 87-1466136 UBI Number. 604-795-5744

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk

## **Okoma Well Pump Removal and Reinstallation**

### **Scope of work:**

Remove and reinstall pump.

### **Contractor will provide and perform the following:**

- Mob and demob to location
- Provide all necessary labor and materials to complete the Removal and replacement of the Okoma well pump and motor.

**Note: Price does not include any sort of pump repair or replacement of any Products in or out of the well**

Contractor will be responsible for securing and paying the cost of all necessary permits required for the work, including City of Omak Business License.

The contractor will be required to execute a Public Works Contract with the City of Omak. (see attached sample)

The contract will require payment of prevailing wages to all workmen. Intent to pay prevailing wage and affidavit of wages paid must be filed with the Washington State Department of Labor and Industries at contractors expense.

Contractor will be required to provide a Certificate of Insurance for Commercial General Liability Insurance in the amount of \$1,000,000.00 with the City of Omak named as additional insured.

This project will be a Limited Public Works Process authorized under RCW 39.04.155

The Contractor must be licensed by the State of Washington.

The Contractor will be responsible for clean up of work site upon completion of project.

PumpTech LLC

BIDDER (CONTRACTOR)

DATE 10/7/2021

BY Felecia Soeldner  
Authorized Signature

Credit & Collections Controller  
Title

Felecia Soeldner  
(Please print of type name)

ADDRESS:

12020 SE 32<sup>nd</sup> St. Suite 2

Phone: 425-644-8501

Bellevue WA 98005

Fax: 425-562-9213

Washington State Contractor's License Number: \_\_\_\_\_

UBI Number: 604-795-744

Federal TIN: 87-1466136

Note:

- (1) If bidder is a co-partnership, so state, and give the name of the firm that transacts business in the City of Omak.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.





Dear PumpTech Customer & Partners,

PumpTech has recently undergone an ownership change. Doug Davidson and Tom Long have chosen to partner with Doug Staab, an executive with 30+ years in the pump and valve industry, and his financial partner. The transaction was completed on August 26, 2021. As such, there are some changes to our business and banking information that we kindly ask you update in your system:

- Legal business name: PumpTech, LLC
  - We will continue to do business as PumpTech
  - Our remittance address remains the same  
LB001124  
PumpTech LLC  
PO Box 35142  
Seattle, WA 98124-5142
- Federal ID# 87-1466136
- Banking/ ACH Instructions

**Umpqua Bank**

Account 4863478188

ABA# 123205054

There are no changes to your payment terms, AR/AP contact, or any of our contact information. If you have any questions or concerns, please do not hesitate to reach out to us.

We look forward to continuing to serve you as the Northwest's premier distributor of pump, process, and environmental products. For your convenience, we have also attached a new W-9.

Sincerely,

The PumpTech Team

1-888-644-6686



# CERTIFICATE OF LIABILITY INSURANCE

8/26/2022

DATE (MM/DD/YYYY)

9/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 10900 NE 4th St., #2329 Bellevue WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1498900 PumpTech, LLC 12020 SE 32nd St #2 Bellevue WA 98005	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company of America	
	INSURER B: The Travelers Indemnity Company	
	INSURER C: Travelers Property Casualty Co of America	
	INSURER D: Underwriters at Lloyd's London	
INSURER E:		
INSURER F:		

COVERAGES PUMTE03

CERTIFICATE NUMBER: 17896674

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	Y-630-3S733475-TIA-21	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-3S733310-21-14-G	8/26/2021	8/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	CUP-3S753763-21-14	8/26/2021	8/26/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y-630-3S733475-TIA-21	8/26/2021	8/26/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	KAE 000-0436	8/26/2021	8/26/2022	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Omak is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

## CERTIFICATE HOLDER

## CANCELLATION See Attachments

17896674

City of Omak  
PO Box 72  
Omak WA 98841

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Omak

PO Box 72

Omak, WA 98841

**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17896674**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series**

Lockton Insurance Brokers, LLC  
License #0F15767  
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524  
213-689-0065 / FAX: 213-689-0550  
[lockton.com](http://lockton.com)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II — WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV — Commercial General Liability Conditions.



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 18th, 2021

Subject: **Resolution No. 52-2021** Approving an Amendment to the Water System Plan.

---

The attached **Resolution 52-2021, A Resolution of the Omak City Council Approving an Amendment to the Water System Plan**, is forwarded for your consideration.

The Water System Plan (WSP) was updated and approved in 2017. Recently the city annexed areas outside of the water service area, for the Housing Authority Project. An amendment is needed to WSP, to recognize the additional water services to be supplied to the newly annexed area.

The Department of Health has been working with the City engineers and Public Works Department to draft this Amendment and has directed it to the City Council for approval.

I support this resolution and urge its adoption.

**RESOLUTION No. 52-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AMENDMENT TO  
THE WATER SYSTEM PLAN**

**WHEREAS**, the City of Omak adopted the Water System Plan by the passage of Resolution 59-2017 following WAC 246-290-100, Group A Public Water Systems; and

**WHEREAS**, planned development located on property recently annexed into the City of Omak requires an Amendment to the Water System Plan; and

**WHEREAS**, the Amendment has been drafted by Gray & Osborne, Inc., the city engineering consultants in cooperation with the City Public Works staff and has been review by the Department of Health; and

**WHEREAS**, the Amendment to the Water System Plan provides for the inclusion of the recently annexed area into the City of Omak's Water Systems Retail Service Area.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak hereby approves the Amendment to the Water System Plan, which is attached hereto as Exhibit "A".

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

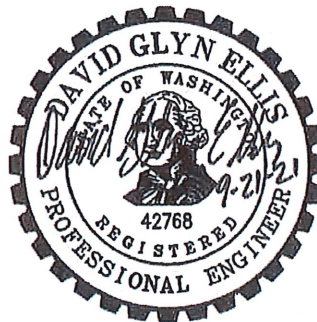
# CITY OF OMAK

OKANOGAN COUNTY

WASHINGTON



## 2021 WATER SYSTEM PLAN AMENDMENT



G&O #21846  
SEPTEMBER 2021







## Water System Plan Submittal Form

This form must be completed and submitted along with the Water System Plan (WSP). It will expedite review and approval of your WSP. **All water systems should contact their regional planner before developing any planning document for submittal.**

City of Omak

63750K

City of Omak

1. Water System Name Mr. Ken Mears	PWS ID# or Owner ID# (509) 826-1170	Water Systems Owner's Name Public Works Director
Contact Name for Utility 2 North Ash Street	Phone Number Omak	Title WA 98840
Contact Address David Ellis, P.E.	City (509) 453-4833	State Project Engineer Zip
2. Project Engineer 180 Iron Horse Court	Phone Number Yakima	Title WA 98901
Project Engineer Address	City	State Zip
3. Billing Contact Name (required if not the same as #1)	Billing Phone Number	Billing Fax Number
Billing Address	City	State Zip
4. How many services are presently connected to your system?	2474 (2021 WFI)	
5. Is your system expanding ( <i>circle what applies</i> : <b>seeking to extend service area</b> or increase number of approved connections)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. If the number of services is expected to increase, how many <i>new</i> connections are proposed in the next six years?	30	
7. If your system is private-for-profit, is it regulated by the State Utilities and Transportation Commission?	Not Applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Is the system located in a Critical Water Supply Service Area (i.e., have a Coordinated Water System Plan)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Is your system a customer of a wholesale water system?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Will your system be pursuing additional water rights from the Department of Ecology in the next 20 years?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. Is your system proposing a new intertie?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Do you have projects currently under review by us?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. Are you requesting distribution main project report and construction document submittal exception and if so, does the WSP contain standard construction specifications for distribution mains?	No, already done with 2018 Water System Plan	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14. The water system is responsible for sending a copy of the WSP to adjacent utilities for review or a letter notifying them that a copy of the WSP is available for their review and where the review copy is located. Has this been completed?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15. The purveyor is responsible for sending a copy of the WSP to all local governments within the service area (county and city planning departments, etc.). Has this been completed?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Are you proposing a change in the place of use of your water right?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17. What is the last year of the plan approval period (the year the shortest WSP projection is made)?	2028	

If answer to questions 7,8, 11, 14 and/or 15 is "yes," list who you sent the WSP to: Sent notice to City of Okanogan, Duck Lake Water Association, Sandflat Water Association, Suncrest Plat Water System, Aston Estates Water Association, and Coleman Butte Water Association. Sent plan amendment to Okanogan County planning department.

Is this plan: ☒ an Initial Submittal ☐ a Revised Submittal

Please enclose the following number of copies of the WSP:

3 copies for Northwest and Southwest Regional Offices **OR** 2 copies for Eastern Regional Office (We will send one copy to Ecology)  
1 additional copy if you answered "yes" to question 7. 2 Total copies attached

Please return completed form to the Office of Drinking Water regional office checked below.

☐ Northwest Drinking Water Operations  
Department of Health  
20425 72<sup>nd</sup> Avenue South, Suite 310  
Kent, WA 98032-2358  
253-395-6750

☐ Southwest Drinking Water Operations  
Department of Health  
PO Box 47823  
Olympia, WA 98504-7823  
360-236-3030

☒ Eastern Drinking Water Operations  
Department of Health  
16201 East Indiana Avenue Suite 1500  
Spokane Valley, WA 99216  
509-329-2100

For people with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TDD/TTY call 711).

## CITY OF OMAK

### 2021 WATER SYSTEM PLAN AMENDMENT

The purpose of this report is to amend the City of Omak's *Water System Plan (2018 Plan)* in order to accommodate a planned development located on property recently annexed into the City of Omak.

#### RELATED PLANS

The following planning and design documents were used in the preparation of this Amendment:

- *Water System Plan (2018 Plan)*, Gray & Osborne, Inc., 2018
- *Greater Omak Area Comprehensive Plan 2013 Update (Comprehensive Plan)*, Highlands Associates, updated June 3, 2019
- *Okanogan County Draft Comprehensive Plan*, October 2020
- *Meadow Point Housing* permit submittal/bid set, Housing Authority of Okanogan County, April 26, 2019

#### BACKGROUND

The proposed Meadow Point Housing development is located at 620 Oak Street North outside the City of Omak city limits and retail and existing service areas as shown on Figure 1-3 in the *2018 Plan*. The proposed development consists of 46 townhomes and single-story flats within 10 multi-unit dwellings.

The City annexed the proposed development property (Parcel #8851710100) into the City on January 21, 2020 (Ordinance No. 1887 in appendix). Construction of the proposed development is schedule for completion during Fall 2021.

#### Equivalent Residential Units and Water Demands

Equivalent Residential Units (ERUs) and water demands for the proposed development are shown in Tables 1 and 2, respectively.

TABLE 1

#### Equivalent Residential Units

Number of Connections <sup>(1)</sup>	ERUs/Connection <sup>(2)</sup>	ERUs <sup>(3)</sup>
10	4.3	43

(1) One connection per building per Meadow Point Housing permit submittal/bid set, sheets C4.2 and C4.3.

(2) From Table 2-7 *2018 Plan* for apartment classification.

(3) ERUs = Number of Connections\*ERUs/Connection.

**TABLE 2**

**Water Demands**

<b>ADD<sup>(1)</sup> (gpd/ERU)</b>	<b>Annual Volume<sup>(2)</sup> (ac-ft)</b>	<b>MDD<sup>(3)</sup> (gpd/ERU)</b>	<b>PHD<sup>(4)</sup> (gpd/ERU)</b>	<b>Max. Instant. Flow Rate<sup>(5)</sup> (gpm)</b>
413	20	1,115	1,896	57

(1) Average daily single-family residential consumption from page 2-10, *2018 Plan*.

(2) Annual volume = (43 ERUs\*413 ADD)\*365/(7.4805\*43560).

(3) Maximum day demand = ADD\*2.7 (MDD/ADD peaking factor from page 2-15, *2018 Plan*).

(4) Peak hour demand = 1,115 MDD\*1.7 (PHD/ADD peaking factor from page 2-15, *2018 Plan*).

(5) Maximum instantaneous flow rate = (43 ERUs\*1,896 PHD)/1440.

## SERVICE AREA CHARACTERISTICS

### Service Areas

Figure 1-3 (City Limits, UGA & Service Areas) from the City's *2018 Plan* has been revised to include the recently annexed parcel for the proposed development and is presented as Figure 1. The City's water rights place of use is defined as the area contained within the service area in accordance with WAC 246-290-107. Omak Municipal Code Section 9.04.14(e) prohibits additional water utility connections for locations outside the city water service area.

### Zoning

Figure 1-4 (Zoning) from the *2018 Plan* has also been revised to include the recently annexed parcel for the proposed development and is presented as Figure 2. The majority of residential growth is anticipated to occur within the northeast city limits, with commercial and industrial growth centered along the major traffic routes through the city. County zoning for the surrounding Omak areas is shown on Figure 3.

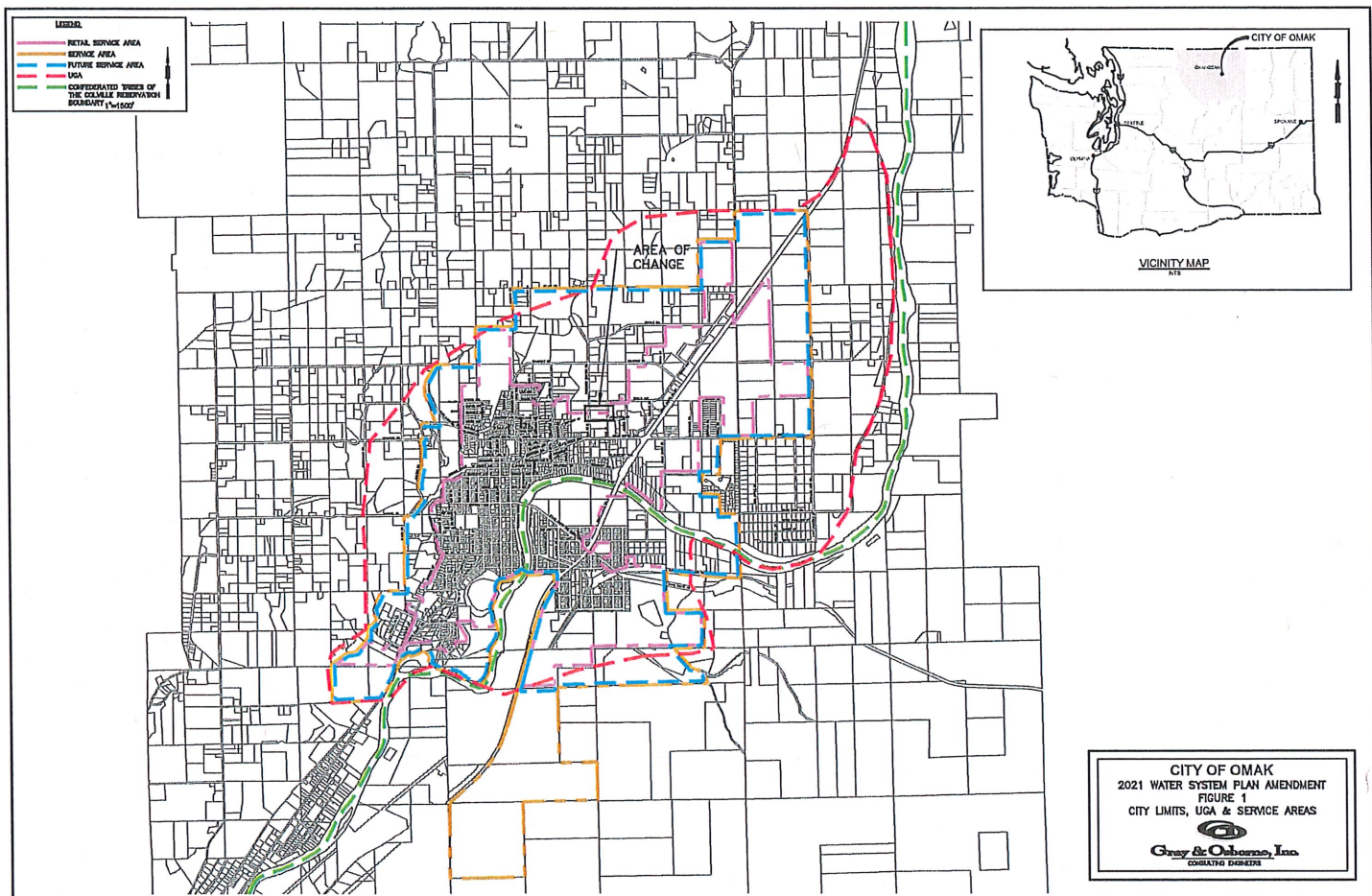
### Neighboring Water Purveyors

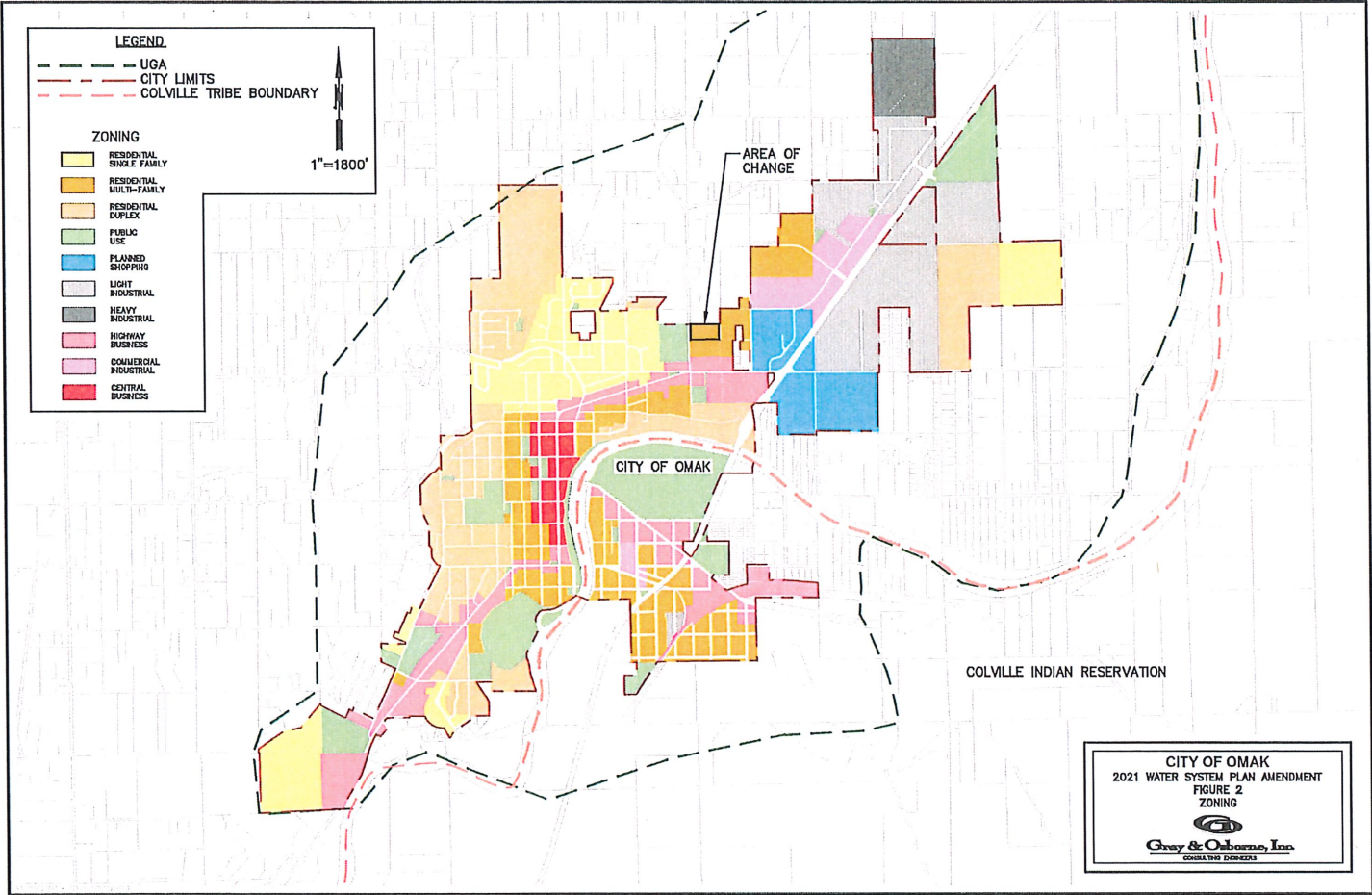
The City has six neighboring water purveyors:

- City of Okanogan (Group A Water System ID 63200)
- Duck Lake Water Association (Group A Water System ID 20200)
- Sandflat Water Association (Group A Water System ID 09064)
- Suncrest Plat Water System (Group A Water System ID 85207)
- Aston Estates Water Association (Group A Water System ID 09066)
- Coleman Butte Water Association (Group A Water System ID 13940)

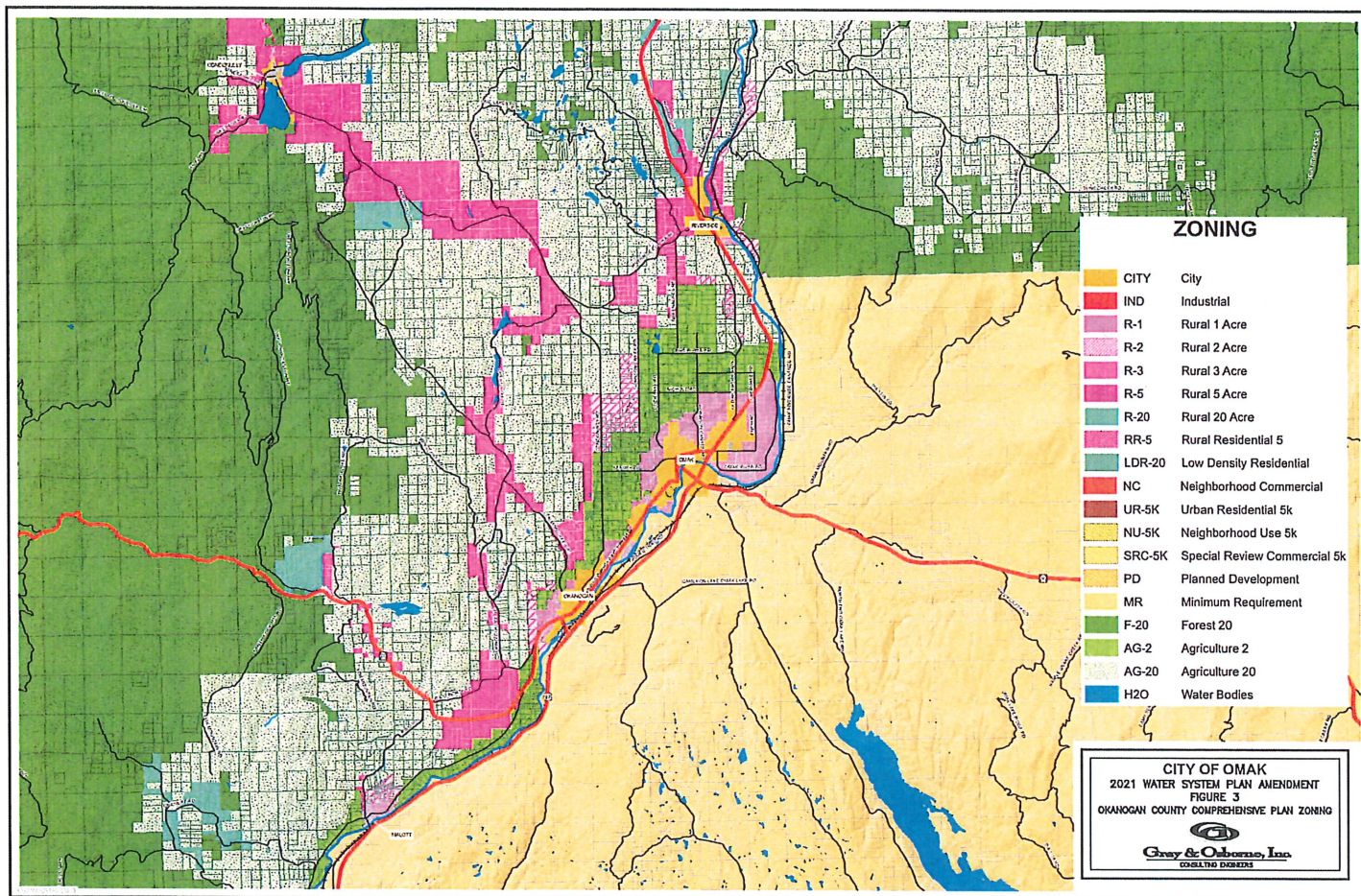
The City of Omak has no water service area agreements with any of these neighboring purveyors at this time.













## Duty to Serve

The City's duty to serve remains unchanged from the *2018 Plan* and is provided herein.

Per RCW 43.20.260, the City has a duty to serve within its retail service area if a potential user approaches the City with a request for connection and the following threshold factors apply:

- The City has sufficient capacity to serve water in a safe and reliable manner.
- The service request is consistent with adopted local plans and development regulations.
- The City has sufficient water rights to provide service.
- The City can provide service in a timely and reasonable manner.

The Mayor and staff determine whether the request meets the above criteria, and make recommendations to the Planning Commission and the City Council.

## Service Area Policies and Conditions of Service

Service area policies are addressed in the City's ordinances. These ordinances have been developed to be consistent with the City's *Comprehensive Plan* and with the City's development standards. Service area policies and definitions recommended by the Department of Health and those adopted by the City of Omak, as shown in Table 1-9 and in Appendix O of the *2018 Plan*, remain unchanged.

## WATER RIGHTS

Chapter 3 of the *2018 Plan* contains a discussion of the City's municipal water rights, which are also summarized in the Water Rights Self Assessment tables for 2015 (Table 3-4a), 2027 projected (Table 3-4b), and 2037 projected (Table 3-4c) of the *2018 Plan*. Table 3-4a has been updated to 2021 based on projected growth discussed in the *2018 Plan* of 0.4% and is included in the appendix. Tables 3-4b (2027 projected) and 3-4c (2037 projected) have been revised to include the proposed development and are also included in the appendix. As shown in these tables, the City has sufficient water rights through the 10- and 20-year planning periods of the *2018 Plan* to provide for the City's anticipated water demands, including the proposed development.

## MISCELLANEOUS DOCUMENTS

The City's Water Facilities Inventory has been revised to include the proposed development and is provided in the appendix along with notices to adjacent utility providers.

## APPENDIX



## Local Government Consistency Determination Form

Water System Name: City of Omak Water System PWS ID: 63750

Planning/Engineering Document Title: Water System Plan Amendment Plan Date: September 20, 2021

Local Government with Jurisdiction Conducting Review: City of Omak Planning

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	Figure 1	<u>yes</u>
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Unchanged from approved WSP	<u>yes</u>
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	1, 2	<u>yes</u>
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	1, 2	<u>yes</u>
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.		<u>yes</u>

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Signature

Printed Name, Title, & Jurisdiction

9-21-2021

Date





## Local Government Consistency Determination Form

Water System Name: City of Omak Water System PWS ID: 63750

Planning/Engineering Document Title: Water System Plan Amendment Plan Date: September 20, 2021

Local Government with Jurisdiction Conducting Review: Okanogan County Planning

Before the Department of Health (DOH) approves a planning or engineering submittal under Section 100 or Section 110, the local government must review the documentation the municipal water supplier provides to prove the submittal is consistent with **local comprehensive plans, land use plans and development regulations** (WAC 246-290-108). Submittals under Section 105 require a local consistency determination if the municipal water supplier requests a water right place-of-use expansion. The review must address the elements identified below as they relate to water service.

By signing this form, the local government reviewer confirms the document under review is consistent with applicable local plans and regulations. If the local government reviewer identifies an inconsistency, he or she should include the citation from the applicable comprehensive plan or development regulation and explain how to resolve the inconsistency, or confirm that the inconsistency is not applicable by marking N/A. See more instructions on reverse.

Local Government Consistency Statement	For use by water system	For use by local government
	Identify the page(s) in submittal	Yes or Not Applicable
a) The water system service area is consistent with the adopted <u>land use and zoning</u> within the service area.	Figure 1	YES
b) The <u>growth projection</u> used to forecast water demand is consistent with the adopted city or county's population growth projections. If a different growth projection is used, provide an explanation of the alternative growth projection and methodology.	Unchanged from approved WSP	YES
c) For <u>cities and towns that provide water service</u> : All water service area policies of the city or town described in the plan conform to all relevant <u>utility service extension ordinances</u> .	1, 2	YES
d) <u>Service area policies</u> for new service connections conform to the adopted local plans and adopted development regulations of all cities and counties with jurisdiction over the service area.	1, 2	YES
e) <u>Other relevant elements</u> related to water supply are addressed in the water system plan, if applicable. This may include Coordinated Water System Plans, Regional Wastewater Plans, Reclaimed Water Plans, Groundwater Management Area Plans, and the Capital Facilities Element of local comprehensive plans.		

I certify that the above statements are true to the best of my knowledge and that these specific elements are consistent with adopted local plans and development regulations.

Pete Palmer  
Signature

9/29/2021  
Date

PETE PALMER, DIRECTOR OKANOGAN COUNTY  
Printed Name, Title, & Jurisdiction WASHINGTON OFFICE OF  
PLANNING & DEVELOPMENT

**TABLE 3-4a**  
**Water Rights Self Assessment (2021)**

Permit Certificate or Claim #	Name of Rightholder or Claimant	Priority Date	Source Name/ Number	Primary/ Alternate	Existing Water Rights		Existing Water Use From Source		Current Water Right Status (Excess/Deficiency)	
					Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)
CG4-GWC445-D@1 <sup>(1)</sup>	Omak	12/1913	Kenwood/S03	Primary	500	600	0	0	+ 500	+ 600
CG4-GWC446-D@3 <sup>(2)</sup>	Omak	3/1936	Apple/S02	Primary	800	96	0	0	+ 800	+ 96
CG4-GWC1082-D@1 <sup>(3, 4)</sup>	Omak	5/1944	Eastside/S01	Primary	1,630	1,430	1,255	135	+ 375	+ 1,295
CG4-GWC3655-A@1 <sup>(5)</sup>	Omak	3/20/1958	Eastside/S01	Primary & Alt.	1,300	2,080 <sup>(6)</sup>	1,300	640	+ 0	+ 1,440
CG4-GWC3656-A@1 <sup>(2)</sup>	Omak	3/20/1958	Apple/S02	Primary & Alt.	375	600 <sup>(7)</sup>	0	0	+ 375	+ 600
CG4-GWC7332-A@1 <sup>(8)</sup>	Omak	7/19/1971	Okoma/S04	Primary & Alt.	600	560 <sup>(9)</sup>	0	0	+ 600	+ 560
G4-31525P <sup>(10)</sup>	Omak	11/23/1992	OWP #2/S07	Primary & Alt.	5,000	3,500	1,750	800	+ 3,250	+ 2,700
CG4-GWC 446-D@1 <sup>(11)</sup>	Omak	Dec-'00	NE Omak/S06 <sup>(11)</sup>	Alternate	500	96	105	5	+ 395	+ 91
<b>TOTAL DOMESTIC RIGHTS</b>					<b>10,205<sup>(12)</sup></b>	<b>3,500<sup>(12)</sup></b>	<b>4,410</b>	<b>1,580</b>	<b>+ 5,795</b>	<b>+ 1,920</b>
<b>Other City of Omak Water Rights</b>										
6412-A <sup>(13)</sup>	Omak	3/28/1968	Cemetery	Primary	70	24	70	23.6	+ 0	+ 0.4
6530-A <sup>(14)</sup>	Omak	3/1968	E. Omak Pk./S06	Primary	400	185	300	0	+ 100	+ 185
G4-28244P	Omak	6/1983	E. Omak Pk./S06	Alternate	500	278	0	0	+ 500	+ 278
G4-81058JWRIS	Omak	10/9/1959	Airport	Primary	10	3	6	0.5	+ 4	+ 2.5

- (1) This certificate was originally authorized under Ground Water Declaration Claim No. 486 dated November 3, 1947. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (2) This certificate was originally authorized under Ground Water Declaration Claim No. 488 dated December 15, 1947. On December 7, 2000, Ecology approved a Change Application authorizing the use of Well No. 9 under this certificate. On June 7, 2005 Ecology approved Change Application authorizing the use of the Kenwood Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 Ecology approved an Application for Water Right Change to add the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (3) This certificate was originally authorized under Ground Water Declaration Claim No. 489 dated March 11, 1958. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. On May 29, 2015 Ecology approved change application authorizing the use of proposed Julia Maley Park and Oak Street Wells and eliminated the proposed Hicks, Dean, and Powers wells under this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (4) The City of Omak has a permit in good standing with the Confederated Tribes of the Colville Reservation for this well.
- (5) On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (6) The March 20, 1958 Report of Examination recommended limiting the withdrawal from this well to Qi of 1,300 gpm and Qa of 2,080 ac-ft/yr, and the City's total annual withdrawal to 3,500 ac-ft/yr.
- (7) The June 30th, 1960 certificate is for Qi of 375 gpm and Qa of 600 ac-ft/yr.
- (8) The July 19, 1971 certificate limits use of this right between May 1 and October 31.
- (9) The January 6, 1971 Report of Examination recommended limiting the annual quantity to 3,456 acre-feet per year for a population of 6,000.
- (10) The April 22, 1993 Report of Examination limited the total annual withdrawal from all sources to 3,500 acre-feet per year, and provides that this authorization is subject to availability of water in the Okanogan River. The June 7, 2005 Report of Examination notes that adding non-interruptible rights to this right "would, in essence, allow the City to pump from OWP No. 2 Well at times when they would historically have to shut it down. But, at times when the Okanogan River drops below minimum instream flows, the 5,000 gpm authorized under G4-31525 cannot be used."
- (11) Called Well No. 9 in Ecology's 2005 Reports of Examination.
- (12) The April 22, 1993 Report of Examination limited the maximum instantaneous withdrawal from all sources to 10,205 gpm, and the maximum annual withdrawal to 3,500 acre feet per year.
- (13) This primary right is for use at the City's cemetery only. It is not additive to the City's domestic rights, i.e., those rights associated with wells identified as points of withdrawal under the 2005 change applications.
- (14) Authorized the withdrawal of 500 gpm, 278 acre-feet per year from the East Omak Park Well, for the following purposes:
- Irrigation of 90 acres from April 1 to October 1 (allocated 270 acre-feet per year with 180 acre-feet being alternate/non-additive to withdrawals under Certificate no. 6530).
  - Municipal supply from April 1 to October 1 (allocated 8 acre-feet with 5 acre-feet being alternate/non-additive to withdrawals under Certificate no. 6530)



**TABLE 3-4b**  
**Water Rights Self Assessment (2027)**

Permit Certificate or Claim #	Name of Rightholder or Claimant	Priority Date	Source Name/ Number	Primary/ Alternate	Existing Water Rights		Forecasted Water Use From Sources (10-Year Demand)		Forecasted Water Right Status (Excess/Deficiency)	
					Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)
CG4-GWC445-D@1 <sup>(1)</sup>	Omak	12/1913	Kenwood/S03	Primary	500	600	0	0	+ 500	+ 600
CG4-GWC446-D@3 <sup>(2)</sup>	Omak	3/1936	Apple/S02	Primary	800	96	0	0	+ 800	+ 96
CG4-GWC1082-D@1 <sup>(3, 4)</sup>	Omak	5/1944	Eastside/S01	Primary	1,630	1,430	1,422	185	+ 208	+ 1,245
CG4-GWC3655-A@1 <sup>(5)</sup>	Omak	3/20/1958	Eastside/S01	Primary & Alt.	1,300	2,080 <sup>(6)</sup>	1,300	640	+ 0	+ 1,440
CG4-GWC3656-A@1 <sup>(2)</sup>	Omak	3/20/1958	Apple/S02	Primary & Alt.	375	600 <sup>(7)</sup>	0	0	+ 375	+ 600
CG4-GWC7332-A@1 <sup>(8)</sup>	Omak	7/19/1971	Okoma/S04	Primary & Alt.	600	560 <sup>(9)</sup>	0	0	+ 600	+ 560
G4-31525P <sup>(10)</sup>	Omak	11/23/1992	OWP #2/S07	Primary & Alt.	5,000	3,500	1,750	800	+ 3,250	+ 2,700
CG4-GWC 446-D@1 <sup>(11)</sup>	Omak	Dec-'00	NE Omak/S06 <sup>(11)</sup>	Alternate	500	96	105	5	+ 395	+ 91
<b>TOTAL DOMESTIC RIGHTS</b>					<b>10,205 <sup>(12)</sup></b>	<b>3,500 <sup>(12)</sup></b>	<b>4,577</b>	<b>1,630</b>	<b>+ 5,628</b>	<b>+ 1,870</b>
<b>Other City of Omak Water Rights</b>										
6412-A <sup>(13)</sup>	Omak	3/28/1968	Cemetery	Primary	70	24	70	23.6	+ 0	+ 0.4
6530-A <sup>(14)</sup>	Omak	3/1968	E. Omak Pk./S06	Primary	400	185	300	0	+ 100	+ 185
G4-28244P	Omak	6/1983	E. Omak Pk./S06	Alternate	500	278	0	0	+ 500	+ 278
G4-81058JWRIS	Omak	10/9/1959	Airport	Primary	10	3	6	0.5	+ 4	+ 2.5

- (1) This certificate was originally authorized under Ground Water Declaration Claim No. 486 dated November 3, 1947. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (2) This certificate was originally authorized under Ground Water Declaration Claim No. 488 dated December 15, 1947. On December 7, 2000, Ecology approved a Change Application authorizing the use of Well No. 9 under this certificate. On June 7, 2005 Ecology approved Change Application authorizing the use of the Kenwood Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 Ecology approved an Application for Water Right Change to add the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (3) This certificate was originally authorized under Ground Water Declaration Claim No. 489 dated March 11, 1958. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. On May 29, 2015 Ecology approved change application authorizing the use of proposed Julia Maley Park and Oak Street Wells and eliminated the proposed Hicks, Dean, and Powers wells under this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (4) The City of Omak has a permit in good standing with the Confederated Tribes of the Colville Reservation for this well.
- (5) On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (6) The March 20, 1958 Report of Examination recommended limiting the withdrawal from this well to Qi of 1,300 gpm and Qa of 2,080 ac-ft/yr, and the City's total annual withdrawal to 3,500 ac-ft/yr.
- (7) The June 30th, 1960 certificate is for Qi of 375 gpm and Qa of 600 ac-ft/yr.
- (8) The July 19, 1971 certificate limits use of this right between May 1 and October 31.
- (9) The January 6, 1971 Report of Examination recommended limiting the annual quantity to 3,456 acre-feet per year for a population of 6,000.
- (10) The April 22, 1993 Report of Examination limited the total annual withdrawal from all sources to 3,500 acre-feet per year, and provides that this authorization is subject to availability of water in the Okanogan River. The June 7, 2005 Report of Examination notes that adding non-interruptible rights to this right "would, in essence, allow the City to pump from OWP No. 2 Well at times when they would historically have to shut it down. But, at times when the Okanogan River drops below minimum instream flows, the 5,000 gpm authorized under G4-31525 cannot be used."
- (11) Called Well No. 9 in Ecology's 2005 Reports of Examination.
- (12) The April 22, 1993 Report of Examination limited the maximum instantaneous withdrawal from all sources to 10,205 gpm, and the maximum annual withdrawal to 3,500 acre feet per year.
- (13) This primary right is for use at the City's cemetery only. It is not additive to the City's domestic rights, i.e., those rights associated with wells identified as points of withdrawal under the 2005 change applications.
- (14) Authorized the withdrawal of 500 gpm, 278 acre-feet per year from the East Omak Park Well, for the following purposes:
- Irrigation of 90 acres from April 1 to October 1 (allocated 270 acre-feet per year with 180 acre-feet being alternate/non-additive to withdrawals under Certificate no. 6530).
  - Municipal supply from April 1 to October 1 (allocated 8 acre-feet with 5 acre-feet being alternative/non-additive to withdrawals under Certificate no. 6530)



**TABLE 3-4c**  
**Water Rights Self Assessment (2037)**

Permit Certificate or Claim #	Name of Rightholder or Claimant	Priority Date	Source Name/ Number	Primary/ Alternate	Existing Water Rights		Forecasted Water Use From Sources (20-Year Demand)		Forecasted Water Right Status (Excess/Deficiency)	
					Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)	Maximum Instantaneous Flow Rate (Qi, gpm)	Maximum Annual Volume (Qa, ac-ft)
CG4-GWC445-D@1 <sup>(1)</sup>	Omak	12/1913	Kenwood/S03	Primary	500	600	0	0	+ 500	+ 600
CG4-GWC446-D@3 <sup>(2)</sup>	Omak	3/1936	Apple/S02	Primary	800	96	0	0	+ 800	+ 96
CG4-GWC1082-D@1 <sup>(3, 4)</sup>	Omak	5/1944	Eastside/S01	Primary	1,630	1,430	1,602	255	+ 28	+ 1,175
CG4-GWC3655-A@1 <sup>(5)</sup>	Omak	3/20/1958	Eastside/S01	Primary & Alt.	1,300	2,080 <sup>(6)</sup>	1,300	640	+ 0	+ 1,440
CG4-GWC3656-A@1 <sup>(2)</sup>	Omak	3/20/1958	Apple/S02	Primary & Alt.	375	600 <sup>(7)</sup>	0	0	+ 375	+ 600
CG4-GWC7332-A@1 <sup>(8)</sup>	Omak	7/19/1971	Okoma/S04	Primary & Alt.	600	560 <sup>(9)</sup>	0	0	+ 600	+ 560
G4-31525P <sup>(10)</sup>	Omak	11/23/1992	OWP #2/S07	Primary & Alt.	5,000	3,500	1,750	800	+ 3,250	+ 2,700
CG4-GWC 446-D@1 <sup>(11)</sup>	Omak	Dec-'00	NE Omak/S08 <sup>(11)</sup>	Alternate	500	96	105	5	+ 395	+ 91
<b>TOTAL DOMESTIC RIGHTS</b>					10,205 <sup>(12)</sup>	3,500 <sup>(12)</sup>	4,757	1,700	+ 5,448	+ 1,800
<b>Other City of Omak Water Rights</b>										
6412-A <sup>(13)</sup>	Omak	3/28/1968	Cemetery	Primary	70	24	70	23.6	+ 0	+ 0.4
6530-A <sup>(14)</sup>	Omak	3/1968	E. Omak Pk./S06	Primary	400	185	300	0	+ 100	+ 185
G4-28244P	Omak	6/1983	E. Omak Pk./S06	Alternate	500	278	0	0	+ 500	+ 278
G4-81058JWRIS	Omak	10/9/1959	Airport	Primary	10	3	6	0.5	+ 4	+ 2.5

- (1) This certificate was originally authorized under Ground Water Declaration Claim No. 486 dated November 3, 1947. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (2) This certificate was originally authorized under Ground Water Declaration Claim No. 488 dated December 15, 1947. On December 7, 2000, Ecology approved a Change Application authorizing the use of Well No. 9 under this certificate. On June 7, 2005 Ecology approved Change Application authorizing the use of the Kenwood Well, the Eastside Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 Ecology approved an Application for Water Right Change to add the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (3) This certificate was originally authorized under Ground Water Declaration Claim No. 489 dated March 11, 1958. On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. On May 29, 2015 Ecology approved change application authorizing the use of proposed Julia Maley Park and Oak Street Wells and eliminated the proposed Hicks, Dean, and Powers wells under this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (4) The City of Omak has a permit in good standing with the Confederated Tribes of the Colville Reservation for this well.
- (5) On June 7, 2005 Ecology approved Change Application authorizing the use of the Apple Well, the Kenwood Well, the Okoma Well, and OWP No. 2 under this certificate. On August 11, 2005 approved an Application for Water Right Change to add Well No. 9, the Hicks Well, the Dean Well, and the proposed Powers Well to this certificate. The instantaneous withdrawals for all rights were limited to their original quantities.
- (6) The March 20, 1958 Report of Examination recommended limiting the withdrawal from this well to Qi of 1,300 gpm and Qa of 2,080 ac-ft/yr, and the City's total annual withdrawal to 3,500 ac-ft/yr.
- (7) The June 30th, 1960 certificate is for Qi of 375 gpm and Qa of 600 ac-ft/yr.
- (8) The July 19, 1971 certificate limits use of this right between May 1 and October 31.
- (9) The January 6, 1971 Report of Examination recommended limiting the annual quantity to 3,456 acre-feet per year for a population of 6,000.
- (10) The April 22, 1993 Report of Examination limited the total annual withdrawal from all sources to 3,500 acre-feet per year, and provides that this authorization is subject to availability of water in the Okanogan River. The June 7, 2005 Report of Examination notes that adding non-interruptable rights to this right "would, in essence, allow the City to pump from OWP No. 2 Well at times when they would historically have to shut it down. But, at times when the Okanogan River drops below minimum instream flows, the 5,000 gpm authorized under G4-31525 cannot be used."
- (11) Called Well No. 9 in Ecology's 2005 Reports of Examination.
- (12) The April 22, 1993 Report of Examination limited the maximum instantaneous withdrawal from all sources to 10,205 gpm, and the maximum annual withdrawal to 3,500 acre feet per year.
- (13) This primary right is for use at the City's cemetery only. It is not additive to the City's domestic rights, i.e., those rights associated with wells identified as points of withdrawal under the 2005 change applications.
- (14) Authorized the withdrawal of 500 gpm, 278 acre-feet per year from the East Omak Park Well, for the following purposes:
- Irrigation of 90 acres from April 1 to October 1 (allocated 270 acre-feet per year with 180 acre-feet being alternate/non-additive to withdrawals under Certificate no. 6530).
  - Municipal supply from April 1 to October 1 (allocated 8 acre-feet with 5 acre-feet being alternative/non-additive to withdrawals under Certificate no. 6530)



# WATER FACILITIES INVENTORY (WFI) FORM

ONE FORM PER SYSTEM

Quarter: 1  
Updated: 04/21/2021

Printed: 9/15/2021  
WFI Printed For: On-Demand  
Submission Reason: Source Update

RETURN TO: Central Services - WFI, PO Box 47822, Olympia, WA, 98504-7822

1. SYSTEM ID NO.  63750 K	2. SYSTEM NAME  OMAK CITY OF	3. COUNTY  OKANOGAN	4. GROUP  A	5. TYPE  Comm
6. PRIMARY CONTACT NAME & MAILING ADDRESS  COREY D. WILDER [CHIEF OPERATOR] PO BOX 72 OMAK, WA 98841		7. OWNER NAME & MAILING ADDRESS  OMAK, CITY OF COREY D. WILDER CHIEF OPERATOR PO BOX 72 OMAK, WA 98841		
STREET ADDRESS IF DIFFERENT FROM ABOVE  ATTN ADDRESS 2 N ASH STREET CITY OMAK STATE WA ZIP 98841		STREET ADDRESS IF DIFFERENT FROM ABOVE  ATTN ADDRESS 2 N ASH CITY OMAK STATE WA ZIP 98841		
9. 24 HOUR PRIMARY CONTACT INFORMATION Primary Contact Daytime Phone: (509) 826-1170 Primary Contact Mobile/Cell Phone: (509) 322-4047 Primary Contact Evening Phone: (509) 322-0844 Fax: E-mail: water@omakcity.com		10. OWNER CONTACT INFORMATION Owner Daytime Phone: (509) 826-1170 Owner Mobile/Cell Phone: (509) 322-4047 Owner Evening Phone: (509) 322-4042 Fax: (509) 826-6531 E-mail: water@omakcity.com		
11. SATELLITE MANAGEMENT AGENCY - SMA (check only one) <input checked="" type="checkbox"/> Not applicable (Skip to #12) <input type="checkbox"/> Owned and Managed SMA NAME: SMA Number: <input type="checkbox"/> Managed Only <input type="checkbox"/> Owned Only				
12. WATER SYSTEM CHARACTERISTICS (mark all that apply) <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Agricultural  <input checked="" type="checkbox"/> Commercial / Business  <input checked="" type="checkbox"/> Day Care  <input checked="" type="checkbox"/> Food Service/Food Permit  <input checked="" type="checkbox"/> 1,000 or more person event for 2 or more days per year             </div> <div style="width: 30%;"> <input checked="" type="checkbox"/> Hospital/Clinic  <input type="checkbox"/> Industrial  <input checked="" type="checkbox"/> Licensed Residential Facility  <input checked="" type="checkbox"/> Lodging  <input checked="" type="checkbox"/> Recreational / RV Park             </div> <div style="width: 30%;"> <input checked="" type="checkbox"/> Residential  <input checked="" type="checkbox"/> School  <input type="checkbox"/> Temporary Farm Worker  <input checked="" type="checkbox"/> Other (church, fire station, etc.):             </div> </div>				
13. WATER SYSTEM OWNERSHIP (mark only one) <input type="checkbox"/> Association <input checked="" type="checkbox"/> City / Town <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Investor <input type="checkbox"/> Private <input type="checkbox"/> Special District <input type="checkbox"/> State				14. STORAGE CAPACITY (gallons)  2,865,000

- SEE NEXT PAGE FOR A COMPLETE LIST OF SOURCES -



# WATER FACILITIES INVENTORY (WFI) FORM - Continued

1. SYSTEM ID NO. 63750 K	2. SYSTEM NAME OMAK CITY OF	3. COUNTY OKANOGAN	4. GROUP A	5. TYPE Comm
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15	16 SOURCE NAME	17 INTERTIE	18 SOURCE CATEGORY										19 USE	20	21 TREATMENT					22 DEPTH	23	24 SOURCE LOCATION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Source Number	LIST UTILITY'S NAME FOR SOURCE AND WELL TAG ID NUMBER  Example: WELL #1 XYZ456  IF SOURCE IS PURCHASED OR INTERTIED, LIST SELLER'S NAME Example: SEATTLE	INTERTIE SYSTEM ID NUMBER	WELL	WELL IN A WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL 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FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL FIELD	WELL 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per Jeff Johnson



# WATER FACILITIES INVENTORY (WFI) FORM - Continued

<b>1. SYSTEM ID NO.</b> 63750 K	<b>2. SYSTEM NAME</b> OMAK CITY OF	<b>3. COUNTY</b> OKANOGAN	<b>4. GROUP</b> A	<b>5. TYPE</b> Comm
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	ACTIVE SERVICE CONNECTIONS	DOH USE ONLY! CALCULATED ACTIVE CONNECTIONS	DOH USE ONLY! APPROVED CONNECTIONS
<b>25. SINGLE FAMILY RESIDENCES (How many of the following do you have?)</b>		2162	2607
A. Full Time Single Family Residences (Occupied 180 days or more per year)	1480		
B. Part Time Single Family Residences (Occupied less than 180 days per year)	0		
<b>26. MULTI-FAMILY RESIDENTIAL BUILDINGS (How many of the following do you have?)</b>			
A. Apartment Buildings, condos, duplexes, barracks, dorms	103		
B. Full Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied more than 180 days/year	682		
C. Part Time Residential Units in the Apartments, Condos, Duplexes, Dorms that are occupied less than 180 days/year	0		
<b>27. NON-RESIDENTIAL CONNECTIONS (How many of the following do you have?)</b>			
A. Recreational Services and/or Transient Accommodations (Campsites, RV sites, hotel/motel/overnight units)	0	0	0
B. Institutional, Commercial/Business, School, Day Care, Industrial Services, etc.	312	312	0
<b>28. TOTAL SERVICE CONNECTIONS</b>		2474	2607

**29. FULL-TIME RESIDENTIAL POPULATION**

A. How many residents are served by this system 180 or more days per year? 4940

30. PART-TIME RESIDENTIAL POPULATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many part-time residents are present each month?												
B. How many days per month are they present?												

31. TEMPORARY & TRANSIENT USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. How many total visitors, attendees, travelers, campers, patients or customers have access to the water system each month?												
B. How many days per month is water accessible to the public?												

32. REGULAR NON-RESIDENTIAL USERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
A. If you have schools, daycares, or businesses connected to your water system, how many students, daycare children and/or employees are present each month that are NOT already included in the residential population?												
B. How many days per month are they present?												

33. ROUTINE COLIFORM SCHEDULE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	6	6	6	6	6	6	6	6	6	6	6	6

34. NITRATE SCHEDULE (One Sample per source by time period)	QUARTERLY	ANNUALLY	ONCE EVERY 3 YEARS

**35. Reason for Submitting WFI:**

☒ Update - Change  
 ☐ Update - No Change  
 ☐ Inactivate  
 ☐ Re-Activate  
 ☐ Name Change  
 ☐ New System  
 ☐ Other \_\_\_\_\_

**36. I certify that the information stated on this WFI form is correct to the best of my knowledge.**

SIGNATURE: Cory Wilder      DATE: 9-21-21  
 PRINT NAME: Cory Wilder      TITLE: \_\_\_\_\_



September 21, 2021

Mr. Loren Howell  
Water System Manager and Assistant Public Works Superintendent  
City of Okanogan Water Department  
P.O. Box 752  
Okanogan, Washington 98840

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Howell:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak



September 21, 2021

Mr. Carl Behrent  
Duck Lake Water Association  
526 Ironwood Street  
Omak, Washington 98841

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Behrent:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak





September 21, 2021

Mr. Carl Behrent  
Sandflat Water Association  
526 Ironwood Street  
Omak, Washington 98841

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Behrent:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak



September 21, 2021

Mr. Douglas Hale  
Suncrest Plat Water System  
4 Norway Pines Drive  
Tonasket, Washington 98855

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Hale:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak



September 21, 2021

Mr. Carl Behrent  
Aston Estates Water Association  
526 Ironwood Street  
Omak, Washington 98841

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Behrent:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak





September 21, 2021

Mr. Carl Behrent  
Coleman Butte Water Association  
526 Ironwood Street  
Omak, Washington 98841

SUBJECT: 2021 WATER SYSTEM PLAN AMENDMENT  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #21846.00

Dear Mr. Behrent:

The purpose of this letter is to inform you that the City of Omak has available for your review a draft of their 2021 Water System Plan Amendment. If you would like a copy of the plan amendment, please contact David Ellis, P.E., Gray & Osborne, Inc., at (509) 453-4833 or by email at [dellis@g-o.com](mailto:dellis@g-o.com).

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/hh

cc: Mr. Ken Mears, Public Works Director, City of Omak