
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday, June 21, 2022 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT









E. CONSENT AGENDA:

1. Approval of minutes from June 6, 2022
2. Approval of 2022 Claims & Manual Checks

F. PUBLIC HEARING:

1. Six Year Transportation Improvement Program 2023-2028

G. NEW BUSINESS:

1. Res. 37-2022 - Approve Maintenance Agreement with WSDOT for 2022 Street Striping 
2. Res. 38-2022 – Approve Sole Source Purchase – Pump Rebuild Parts – APSCO, LLC 
3. Res. 39-2022 – Approve Supplement No. 4 with WSDOT for the Engh Rd/SR215 Improvements 
4. Res. 40-2022 – Approve Award of Contract – Engh Rd/SR215/US97 Intersection Imprv. 
5. Res. 41-2022 – Approve Supplement No. 7 to the Gray & Osborne Consulting Agreement 
6. Res. 42-2022 – Approve Six Year Transportation Improvement Program 2023-2028 
7. Res. 43-2022 – Approve Public Works Contract with Proline Concrete 
8. Various Park Use Requests – Vending & Amplified Music 

H. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or, accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

**The City of Omak is inviting you to a scheduled Zoom meeting
Tuesday, June 21st, 2022 @ 7:00pm**

Topic: Omak City Council

Time: Jun 21, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87331899738?pwd=SHJ5OHJSSHprQ3RqemFUenYyVUMyUT09>

Meeting ID: 873 3189 9738

Passcode: 774105

One tap mobile

+12532158782,,87331899738#,,,,*774105# US (Tacoma)

+13462487799,,87331899738#,,,,*774105# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 873 3189 9738

Passcode: 774105

Find your local number: <https://us02web.zoom.us/u/kOgQp5SV6>

MEMORANDUM

To: Mike Foth, Mayor Pro-Tem

From: Wayne Beetchenow, Public Works Director

Date: June 21, 2022

Subject: Resolution No 37-2022 WSDOT Agreement for 2022 Street Striping.

The Attached Resolution: **37-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE MAINTENANCE AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR 2022 STREET STRIPING**, is forwarded for your consideration.

The Washington State Department of Transportation annually provides the equipment, labor, and materials for street striping on specific streets in Omak. This year they have provided an estimate that service in the amount of \$12,100.00.

We are requesting approval of this resolution.

RESOLUTION NO. 37-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE
MAINTENANCE AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION FOR 2022 STREET STRIPING**

WHEREAS, the City of Omak needs for yearly street striping services to provide lane delineations for the City roadway system; and

WHEREAS, the Washington State Department of Transportation, by agreement, can provide the necessary equipment, labor, and materials for City street striping; and

WHEREAS, the estimated cost of service is \$12,100.00.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2022 street striping services, a copy of which is attached hereto and marked Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Mike Foth, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney



<p>Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies</p>	<p>Agency and Billing Address City of Omak PO Box 72 Omak, WA 98841 accounts payable@omakcity.com</p>
<p>Agreement Number JB3250</p>	<p>Contact Name/Phone #/Email Wayne Beetchenow / 509-826-1170 / publicworks@omakcity.com</p>
<p>Federal Tax ID # 916001262</p>	<p>Estimated Costs \$12,100</p>
<p>Description of Work Paint stripe City of Omak streets per the attached Exhibit A and the MUTCD.</p>	

This Agreement is entered into by and between the Washington State Department of Transportation (WSDOT) and the above named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

Recital

1. The Agency has requested and WSDOT has agreed to perform certain work as described above.

Now Therefore, pursuant to chapter 39.34 RCW,

It Is Hereby Agreed As Follows:

1. General

- 1.1 WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the Agency.
- 1.2 The Agency agrees, in consideration of the faithful performance of the above described work to be done by WSDOT, to reimburse WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

2. Payment

- 2.1 The estimated cost of the work is stated above. The Agency agrees to set aside funds for payment to WSDOT in this amount.
- 2.2 The Agency agrees to pay WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the Agency is a county or city, the Agency agrees that if it does not make payment as provided under the terms of this Agreement, the Agency authorizes WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the Agency.

2.4 The Agency agrees further that if payment is not made to WSDOT within thirty (30) days from receipt of WSDOT's invoice, WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3. Increase in Cost

The Parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

4. Right of Entry

The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the work described above.

5. Claims

Claims for Damages: After completion of work by WSDOT, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the work performed by WSDOT for the Agency, the Agency shall defend such claims and hold harmless the WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgement or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the work performed pursuant to this Agreement.

6. Indemnification

The Agency shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of Agency, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing work under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the Agency, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. Agency specifically assumes potential liability for the actions brought by Agency's employees and solely for the purposes of this indemnification and defense, Agency specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. Agency recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

7. Modification

This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each Party.

**8. Termination Clause
(Check the Appropriate Box Below)**

8.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either Party upon thirty (30) days advanced written notice to the other Party. In the event of termination, payment will be made by the Agency for work completed by WSDOT as of the effective date of termination.

8.2 This Agreement will terminate upon completion of the work described herein.

9. Disputes and Venue

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT's Secretary of Transportation or designee and the Agency's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Spokane County Superior Court. The venue specified in this section shall not apply to any federal agency that is a Party to this Agreement.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

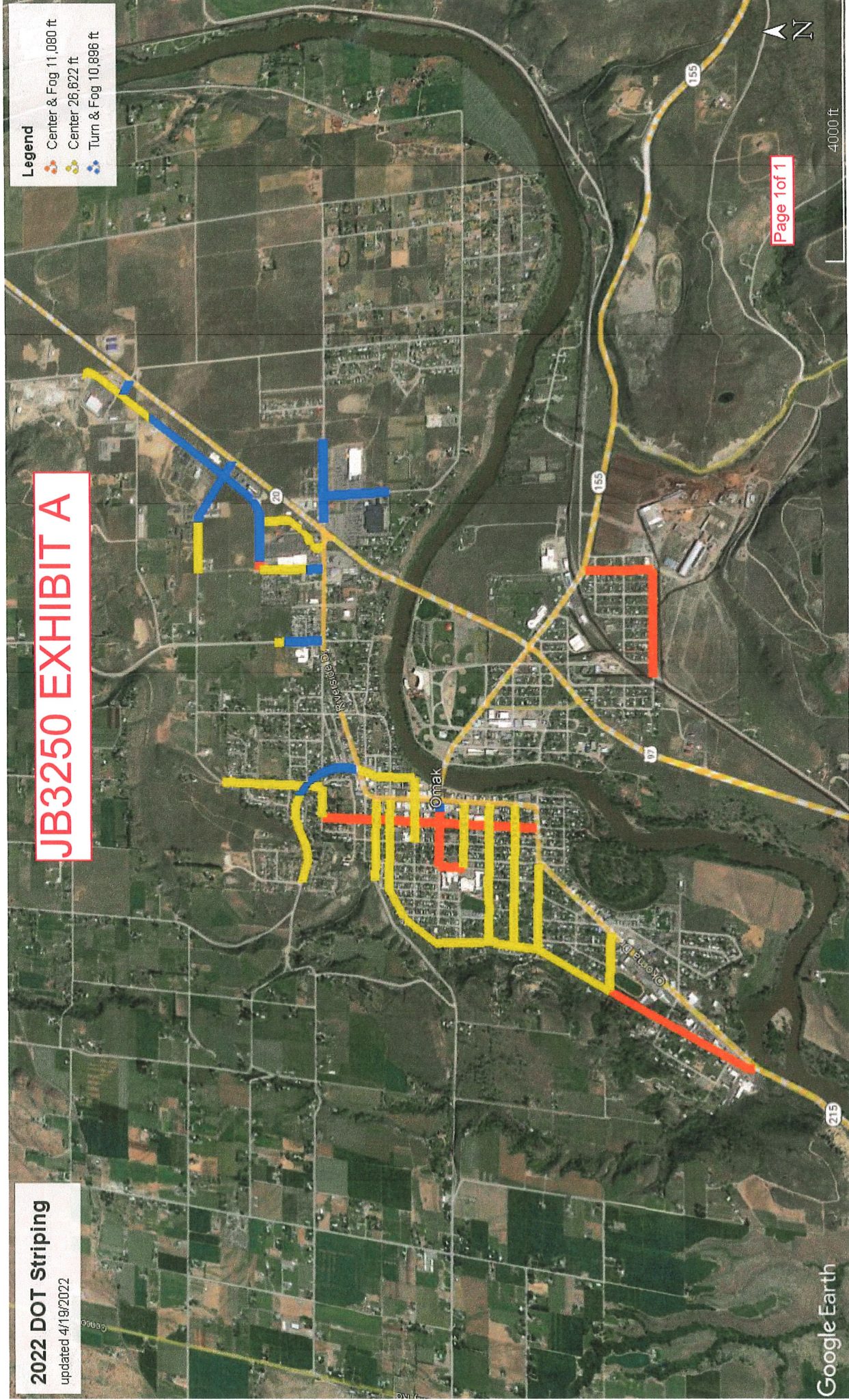
Requesting Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

2022 DOT Striping
updated 4/19/2022

JB3250 EXHIBIT A

Legend

- Center & Fog 11,080 ft
- Center 26,822 ft
- Turn & Fog 10,896 ft



MEMORANDUM

To: Omak City Council
Mike Foth, Mayor Pro-Tem

From: Wayne Beetchenow
Public Works Director

Date: June 21, 2022

Subject: **38-2022** Approving the purchase of APSCO pump parts.

The attached Resolution 38-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE PURCHASE OF PUMP REBUILD PARTS**, is forwarded for your consideration.

Attached is a quote form APSCO, LLC. for the purchase of pump rebuild parts. These parts will restock the used inventory for the 3 influent pumps at the sewer plant. APSCO, LLC. is the Sole Source provider of this equipment.

These three pumps bring the influent from the collections system into the wastewater treatment plant.

The cost to purchase the parts is \$16,723.94

I support this Resolution and recommend its approval.

RESOLUTION NO. 38-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE
PURCHASE OF INFLUENT PUMP PARTS**

WHEREAS, The wastewater treatment plant maintains an inventory of parts for its entire system; and

WHEREAS, The parts inventory for the main influent pumps have been depleted; and

WHEREAS, APSCO, LLC. is the original manufacture and sole supplier of the needed components.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, herby approves a sole source purchase of Influent pump parts with APSCO, LLC., the quote attached hereto as Exhibit "A".

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Mike Foth, Mayor Pro-Tem

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A



APSCO, LLC
 PO Box 2639 • Kirkland, WA 98083-2639
 PH: (425) 822-3335 • FAX: (425) 827-6171
 EMAIL: apSCO@apSCO-llc.com
 www.apSCO-llc.com

Quote

Date	Quote #
6/8/2022	7087

Invoice/Bill To
City of Omak PO Box 72 Omak, WA 98841

Ship To
City of Omak WWTP 635 South Fir Street Omak, WA 98841

Payment Terms	FOB	Contact
Net 30	Factory	Jesus Arciniega

Number	Item	Description	Qty	Lead Time	Cost	Total
1	8031674	WEAR RING REGULABLE E5K/E8L-LL/LS HI-CHROME A532-III-A; #408	3	1 Week	497.57	1,492.71
2	5498036	REBUILD KIT, MINOR, EE4B4-MYAK *NEW DESIGN* WITH 2.5" UPPER SEAL KIT CONTAINS: MECHANICAL SEALS, OIL SEALS/V-RINGS, O-RINGS, ROLLED RING, COPPER WASHERS INCLUDES ITEM #: 146 (QTY 1), 209 (QTY 1), 515 (QTY 1), 516 (QTY 1), 524 (QTY 1), 525 (QTY 1), 526 (QTY 1), 526 (QTY 1), 527 (QTY 1), 529 (QTY 1), 530 (QTY 1), 536a (QTY 3), 555 (QTY 1), 570 (QTY 1), 577 (QTY 1)	3	1 Week	2,492.46667	7,477.40
3	5218084	IMPELLER E5K-S DUCTILE IRON A536-80-55-06	3	1 Week	866.14333	2,598.43
4	8193736	SUCTION LINER REGULABLE E5K/E8K HI-CHROME A532-III-A; #421	3	12 Weeks	1,718.46667	5,155.40
5	Freight	Freight>>>>PENDING-PREPAY AND ADD E5K-S-EE4B4-MYAK+Y3A5-20				0.00

Subtotal					\$16,723.94	
Sales Tax (8.2%)					\$0.00	
Total					\$16,723.94	

****ALL CREDIT PAYMENTS WILL BE CHARGED A 3% SURCHARGE****
 All prices noted on quotation are valid 30 days from the date of the quotation unless otherwise specified.



Date: 06/08/2022

To:
Jesus Arciniega

CITY OF OMAK

SUBJECT: SOLE SOURCE LETTER

We thank you for your inquiry into Hidrostal Pumps LLC equipment and parts.

Hidrostal LLC, in Aurora, Illinois, is the sole source for Hidrostal screw centrifugal pumps and Prerostal Prerotation systems. For assistance and complete information on all Hidrostal pumps, equipment, and parts, please contact our authorized representative in your area:

APSCO LLC
PO Box 2639
Kirkland, WA 98083

&

City of Omak, WA

Phone: 800-791-6195
Website: www.apsco-llc.com

APSCO is our exclusive authorized representative for Washington, Oregon, Alaska, Hawaii & parts of Idaho & Montana. Essentially, APSCO covers the entire Pacific Northwest. APSCO handles all Municipal applications for both collections (Lift Stations) and treatment plants.

We appreciate your continued interest in Hidrostal Pump products, and we thank you again for the opportunity to serve you.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. Fowler".

Richard Fowler
President/General Manager
Hidrostal LLC
T: (630)-915-1044
E: rfowler@hidrostalpumps.com

MEMORANDUM

To: Omak City Council
Mike Foth, Mayor Pro-Tem

From: Todd McDaniel

Date: June 21, 2022

Subject: Resolution 39-2022 Supplement No.4

The Attached Resolution 39-2022 A Resolution Approving Supplement No. 4 Between the City of Omak and Washington State Department of Transportation for the Engh Road/SR215 Improvements ROW, is forwarded for your consideration.

We have now received bids on the Engh project and are prepared to award project. This project has been fraught with delays. The total cost of the project is now estimated to exceed the Federal Award by \$259,025

We have requested \$224,056 (86.5%) in additional funds from the County's allocation of the Federal Highway funds and will apply to TIB for the remaining \$34,968 (13.5%.) Neither of these sources are guaranteed. But it is unlikely that we will be denied through the County's process.

In the event we are denied by either agency the city is on the hook for any additional costs the project incurs beyond the currently obligated amounts. This project has been on the books Since 2014 and was expected to exceed the original budget.

This project needs to move forward quickly to ensure it can be completed within the opportunity of the temporary construction easements and the availability of HMA. Even if the additional funding is not successful, it is my recommendation that we move forward with this project and fund the match dollars from current reserves.

I have included the best- and worst-case scenarios to the resolution. Final approval of additional funding may not be known until next week. I am seeking approval for the WSDOT approved Supplement #4 that identifies the least local agency match.

I approve this Resolution and urge it Adoption

RESOLUTION NO. 39-2022

**A RESOLUTION APPROVING LOCAL AGENCY SUPPLEMENT NO. 4
BETWEEN THE CITY OF OMAK AND WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION FOR ENGH ROAD/SR215 IMPROVEMENTS**

WHEREAS, Local Agency Agreement Supplement (LAAS) LA-8485 was authorized by Ordinance 61-2014 for preliminary engineering and design of the Eng Road/SR215 (Riverside Dr.) Improvements; and

WHEREAS, supplements to the LAAS have been executed to obligate funds for Design, Right of Way and the Construction Phases of this project; and

WHEREAS, bids have been received for project construction and the estimation of total projects costs can be better determined; and

WHEREAS, this supplement recognizes and allocates the additional funds needed for the completion of this project; and

WHEREAS, final Agency Fund may be reduced upon approval of additional funding through the Okanogan County Transportation Committee and Washington State Department of Transportation, Local Programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Local Agency Agreement Supplement No. 4, attached hereto as Exhibit "A", is approved. The Mayor is authorized to execute said agreement on behalf of the city.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Mike Foth, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

EXHIBIT A



Local Agency Agreement Supplement

Agency City of Omak		Supplement Number 4
Federal Aid Project Number STPUS-Z924(003)	Agreement Number LA-8485	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Engh Road/SR 215 Intersection Improvements

Length 0.15 miles

Termini

Description of Work No Change

Reason for Supplement

Adjust to award.

Are you claiming indirect cost rate? Yes No

Project Agreement End Date December 31, 2025

Advertisement Date

N/A

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	2,500.00		2,500.00	337.00	2,163.00
	b. Other Consultant	112,500.00	-19,345.00	93,155.00	12,576.00	80,579.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	10,000.00	4,000.00	14,000.00	1,890.00	12,110.00
	e. Total PE Cost Estimate (a+b+c+d)	125,000.00	-15,345.00	109,655.00	14,803.00	94,852.00
Right of Way 86.5 %	f. Agency	166,596.00	-103,258.00	63,338.00	8,551.00	54,787.00
	g. Other Consultant(s)	37,477.00	-5,500.00	31,977.00	4,317.00	27,660.00
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	204,073.00	-108,758.00	95,315.00	12,868.00	82,447.00
Construction 86.5 %	k. Contract	374,531.00	123,231.00	497,762.00	67,198.00	430,564.00
	l. Other Contract (other funds)	49,469.00	209,556.00	259,025.00	259,025.00	
	m. Other Consultant	115,500.00	9,875.00	125,375.00	16,926.00	108,449.00
Federal Aid Participation Ratio for CN	n. Other Materials Testing	9,000.00	-9,000.00	0.00		
	o. Agency	2,500.00		2,500.00	337.00	2,163.00
	p. State Services	10,000.00		10,000.00	1,350.00	8,650.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	561,000.00	333,662.00	894,662.00	344,836.00	549,826.00
	r. Total Project Cost Estimate (e+j+q)	890,073.00	209,559.00	1,099,632.00	372,507.00	727,125.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By *3/148,451 3/951,181*
Director, Local Program
Date Executed

*Best case with OCTC Funding
T.S. may plus 100% of Agency*

Agency City of Omak		Supplement Number 4
Federal Aid Project Number STPUS-Z924(003)	Agreement Number LA-8485	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

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

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Agency City of Omak		Supplement Number 4
Federal Aid Project Number STPUS-Z924(003)	Agreement Number LA-8485	CFDA No. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Engh Road/SR 215 Intersection Improvements

Length 0.15 miles

Termini

Description of Work ✓ No Change

Reason for Supplement

Adjust to award.

Are you claiming indirect cost rate? Yes ✓ No

Project Agreement End Date December 31, 2025

Advertisement Date N/A

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	2,500.00		2,500.00	337.00	2,163.00
	b. Other Consultant	112,500.00	-19,345.00	93,155.00	12,576.00	80,579.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	10,000.00	4,000.00	14,000.00	1,890.00	12,110.00
	e. Total PE Cost Estimate (a+b+c+d)	125,000.00	-15,345.00	109,655.00	14,803.00	94,852.00
Right of Way 86.5 %	f. Agency	166,596.00	-103,258.00	63,338.00	8,551.00	54,787.00
	g. Other Consultant(s)	37,477.00	-5,500.00	31,977.00	4,317.00	27,660.00
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	204,073.00	-108,758.00	95,315.00	12,868.00	82,447.00
Construction 86.5 %	k. Contract	374,531.00	123,231.00	497,762.00	67,198.00	430,564.00
	l. Other Contract (other funds)	49,469.00	209,556.00	259,025.00	259,025.00	
	m. Other Consultant	115,500.00	9,875.00	125,375.00	16,926.00	108,449.00
Federal Aid Participation Ratio for CN	n. Other Materials Testing	9,000.00	-9,000.00	0.00		
	o. Agency	2,500.00		2,500.00	337.00	2,163.00
	p. State Services	10,000.00		10,000.00	1,350.00	8,650.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	561,000.00	333,662.00	894,662.00	344,836.00	549,826.00
	r. Total Project Cost Estimate (e+j+q)	890,073.00	209,559.00	1,099,632.00	372,507.00	727,125.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

*Worst case No OCTC
TIB may plus some Agency Fee's*

Agency City of Omak		Supplement Number 4
Federal Aid Project Number STPUS-Z924(003)	Agreement Number LA-8485	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

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

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.

MEMORANDUM

To: Mike Foth, Mayor Pro-Tem

From: Wayne Beetchenow, Public Works Director

Date: June 21, 2022

Subject: **Resolution No. 40-2022** Approving an Award of contract for the Engh Road-SR215/US97 Intersection Improvement Project G&O #15063

The Attached Resolution: **40-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AWARD OF THE CONTRACT FOR ENGH ROAD-SR215/US97 INTERSECTION IMPROVEMENT G&O #15063**, is forwarded for your consideration.

This project will make improvements to the intersection at Engh Road and US 97

Based on the evaluation and recommendation from Gray & Osborne, Inc., and City staff we recommend approval of the contract with J.M. Pacific Construction, Inc.

We are requesting approval of this resolution.

RESOLUTION NO. 40-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE
CONTRACT FOR ENGH ROAD- SR215/US 97 INTERSECTION IMPROVMENT
PROJECT G&O #15063**

WHEREAS, the 2022 Engh Road-SR 215/US 97 Intersection Improvement Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, April 27, 2022, and again May 4, 2022; and

WHEREAS, bids were received until 2:00 pm on Wednesday, May 18, 2022, and then opened and publicly read aloud; and

WHEREAS, a total of one bid was received; and

WHEREAS, the City's consulting engineers, Gray & Osborne, Inc. have reviewed the submittals for the correctness of extensions of prices per unit and total cost, and it is their recommendation to award the contract to, J.M. Pacific Construction, Inc., as the low, responsive, responsible bidder for the contract work to be done.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Contract for Engh Road-SR215/US97 Intersection Improvement Project G&O #15063, a copy of which is available for inspection in the Clerk's Office, be awarded to J.M. Pacific Construction, Inc., in the amount of \$721,380.00. The Mayor is authorized and directed to execute all necessary contract documents.

PASSED AND APPROVED BY THE OMAK CITY COUNCIL this _____ day of _____, 2022.

SIGNED:

Mike Foth, Mayor Pro-Tem

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney



May 20, 2022

Mr. Todd McDaniel
City Administrator
City of Omak
2 North Ash Street
Omak, Washington 98841

SUBJECT: REVIEW OF BIDS, ENGH ROAD – SR 215/US 97 INTERSECTION
IMPROVEMENTS
FEDERAL AID PROJECT NO. STPUS-Z924(003)
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #15063

Dear Mr. McDaniel:

On May 18, 2022, the City of Omak received one responsive bid for the Engh Road – SR 215/US 97 Intersection Improvements project. The responsive bid is \$727,680.00. The Engineer's Estimate was \$ 424,040.00. The bid proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1. J.M. Pacific Construction, Inc. (Moses Lake, Washington)\$727,680.00
Engineer's Estimate\$424,040.00

The lowest responsive bidder, J.M. Pacific Construction, Inc. of Moses Lake, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, J.M. Pacific Construction, Inc. of Moses Lake, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.



Mr. McDaniel
May 20, 2022
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

J.M. Pacific Construction, Inc
303 West Northshore Drive
Moses Lake, Washington 98837

Please contact us if you have any questions and/or require additional information.

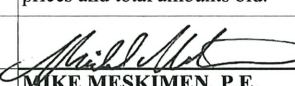
Sincerely,

GRAY & OSBORNE, INC.

Mike Meskimen, P.E.

MM/cah
Encl.

cc: Brian Person, P.E., Washington State Department of Transportation

BIDDER		ENGINEER'S ESTIMATE			J.M PACIFIC CONSTRUCTION, INC.	
BIDDER ADDRESS					303 W. NORTHSORE DR. MOSES LAKE, WA 98837 817,820-00 JMPACP*813JW 5% BID BOND	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						
BID BOND OR OTHER GOOD FAITH TOKEN						
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup, and Demobilization	1 LS	\$30,295.00	\$30,295.00	\$60,000.00	\$60,000.00
2	SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00
3	Project Temporary Traffic Control	1 LS	\$16,000.00	\$16,000.00	\$85,000.00	\$85,000.00
4	Portable Changeable Message Sign	1,000 HR	\$5.00	\$5,000.00	\$5.00	\$5,000.00
5	Minor Change	1 EST	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
6	Excavation, Embankment and Grading, Incl. Haul	440 CY	\$70.00	\$30,800.00	\$40.00	\$17,600.00
7	Locate Existing Utilities	1 LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
8	Crushed Surfacing Base Course	300 TON	\$40.00	\$12,000.00	\$50.00	\$15,000.00
9	Crushed Surfacing Repair	100 SY	\$15.00	\$1,500.00	\$25.00	\$2,500.00
10	HMA Cl. 3/8-inch, PG 64H-28	340 TN	\$140.00	\$47,600.00	\$200.00	\$68,000.00
11	Storm Sewer Pipe, 12 In. Diam. (Incl. Bedding)	10 LF	\$60.00	\$600.00	\$150.00	\$1,500.00
12	Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	115 LF	\$40.00	\$4,600.00	\$85.00	\$9,775.00
13	D.I. Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	85 LF	\$65.00	\$5,525.00	\$130.00	\$11,050.00
14	Catch Basin	5 EA	\$1,800.00	\$9,000.00	\$3,500.00	\$17,500.00
15	Adjust Catch Basin	3 EA	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00
16	Adjust Manhole	2 EA	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00
17	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
18	Adjust Valve Box	2 EA	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
19	Relocate Existing Fire Hydrant Assembly	1 EA	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
20	Relocate Meter Box	2 EA	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00
21	Erosion Control and Water Pollution Prevention	1 LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
22	Surface Restoration	20 SY	\$45.00	\$900.00	\$40.00	\$800.00
23	Cement Concrete Traffic Curb and Gutter	710 LF	\$40.00	\$28,400.00	\$65.00	\$46,150.00
24	Cement Concrete Pedestrian Curb	330 LF	\$40.00	\$13,200.00	\$65.00	\$21,450.00
25	Chain Link Fence Type 4	145 LF	\$40.00	\$5,800.00	\$75.00	\$10,875.00
26	Cement Concrete Sidewalk	450 SY	\$60.00	\$27,000.00	\$85.00	\$38,250.00
27	Cement Concrete Curb Ramp Type Parallel A	2 EA	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
28	Cement Concrete Curb Ramp Type Parallel B	1 EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
29	Cement Concrete Curb Ramp Type Perpendicular B	4 EA	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00
30	Cement Concrete Curb Ramp Type Single Direction A	1 EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
31	Traffic Signal and Illumination System Modifications	1 LS	\$95,000.00	\$95,000.00	\$190,000.00	\$190,000.00
32	Permanent Signing	1 LS	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
33	Construction Signs, Class A	130 SF	\$8.00	\$1,040.00	\$22.00	\$2,860.00
34	Paint Line	2,220 LF	\$2.00	\$4,440.00	\$5.00	\$11,100.00
35	Plastic Crosswalk Line	1,020 SF	\$10.00	\$10,200.00	\$11.00	\$11,220.00
36	Plastic Stop Line	105 LF	\$8.00	\$840.00	\$20.00	\$2,100.00
37	Plastic Traffic Arrow	9 EA	\$300.00	\$2,700.00	\$1,300.00	\$11,700.00
38	ADA Features Surveying	1 LS	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
39	Record Drawings (Minimum Bid \$500.00)	1 LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
	Subtotal:			\$424,040.00		\$727,680.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00
	TOTAL CONSTRUCTION COST			\$424,040.00		\$727,680.00
Sealed bids were opened at City of Omak, 2 North Ash Street, Omak, Washington 98841 on Wednesday, May 18, 2022, at 2:00 p.m. (local time).						
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.					DENOTES MATHEMATICAL OR ROUNDING ERROR	
 MIKE MESKIMEN, P.E.						

CITY OF OMAK, WASHINGTON
ENGH ROAD SR 215/US 97 INTERSECTION
IMPROVEMENTS
GRAY & OSBORNE #15063

DATE: 5/2022
DRAWN: CH
CHECKED: JR
APPROVED: MM

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

MEMORANDUM

To: Mike Foth, Mayor Pro-Tem

From: Wayne Beetchenow, Public Works Director

Date: June 21, 2022

Subject: **Resolution No. 41-2022** Approving Amendment No. 7 to the professional services agreement with Gray & Osborne, Inc.

The Attached Resolution: **41-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC.** is forwarded for your consideration.

This resolution will amend the contract with G&O for project management of the Engh road/SR215/US97 Intersection Improvements project G&O #15063

We are requesting approval of this resolution.

RESOLUTION NO. 41-2022

A RESOLUTION APPROVING SUPPLEMENT NO. 7 TO THE CONSULTING AGREEMENT BETWEEN THE CITY OF OMAK AND GRAY & OSBORNE, INC. FOR THE ENGH ROAD/SR215/US 97 INTERSECTION IMPROVEMENTS

WHEREAS, Resolution 29-2015 approved a Consulting Agreement with Gray & Osborne, Inc. for the Engh Road/SR215/US97 Intersection Improvements project; and

WHEREAS, the attached Supplemental Agreement Number 7, will amend the original executed agreement with Gray & Osborne, Inc. dated August 5th, 2015; and

WHEREAS, the amendment as detailed in Exhibit "A" changes the project completion to December 31st, 2025 and increase the agreement amount by \$125,375.00 to maximum payable amount of \$250,507.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that Washington State Supplemental Agreement No. 7, attached hereto as Exhibit "A", is approved. The Mayor is authorized to execute the said agreement on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Mike Foth, Mayor Pro-Tem

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>7</u>		Organization and Address	
Original Agreement Number		Gray & Osborne, Inc. 1130 Rainier Avenue S., Suite 300 Seattle, WA 98144	
Project Number STPUS-Z924(003)		Execution Date	Completion Date 12/31/2025
Project Title Engh Road - SR 215/US 97 Intersection Improvements		New Maximum Amount Payable \$250,507.00	
Description of Work Construction Engineering Services			

The Local Agency of City of Omak
 desires to supplement the agreement entered in to with Gray & Osborne, Inc.
 and executed on 08/05/2015 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 See attached Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
 for completion of the work to read: Work shall be completed by December 31, 2025.

III

Section V, PAYMENT, shall be amended as follows:
 The Contract amount shall be supplemented by \$125,375 for a new maximum amount payable of \$250,507.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
 spaces below and return to this office for final action.

By: Michael B. Johnson, P.E., President By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

Summary of Payments

	Basic Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Supplement No. 4	Supplement No. 5	Supplement No. 6	Supplement No. 7	Total
Direct Salary Cost	\$25,082	\$0	\$0	\$0	(\$4,921)	\$0	\$4,832	\$34,348	\$59,341
Overhead (Including Payroll)	\$44,144	\$0	\$0	\$0	(\$8,661)	\$0	\$9,188	\$65,313	\$109,984
Direct Non-Salary Costs	\$934	\$0	\$0	\$31,977	\$15,058	\$0	\$0	\$15,410	\$63,379
Fixed Fee	\$7,525	\$0	\$0	\$0	(\$1,476)	\$0	\$1,450	\$10,304	\$17,803
Total	\$77,685	\$0	\$0	\$31,977	\$0	\$0	\$15,470	\$125,375	\$250,507

EXHIBIT A-1

SCOPE OF WORK

CITY OF OMAK ENGH ROAD – SR215/US 97 INTERSECTION IMPROVEMENTS SUPPLEMENTAL AGREEMENT 7

INTRODUCTION

This scope amends the Scope of Work approved by the City of Omak on August 5, 2015.

The Consultant shall perform those tasks as listed herein to assist the City during the construction phase of the project, to include coordination with regulatory and funding agencies, adjacent property owners, utility companies, and the Contractor.

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (60 working days).

<u>Task No.</u>	<u>Task</u>
1.	Project Management – Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, WSDOT Local Programs, City, Contractor, CA Agency (WSDOT), abutting property owners (as needed), utility companies, and regulatory agencies during the construction phase of project.
2.	Preconstruction Services
A.	Assist the City in contract execution (Contractor and City).
B.	Organize and lead the preconstruction conference (prepare agenda in accordance with appendix 52.101 of the LAG Manual, send out invitations, conduct meeting, and prepare/distribute meeting minutes) in accordance with appendix 52.102 of the LAG Manual, and issuing a formal Notice to Proceed. Coordinate with WSDOT Local Programs.
C.	Review Contractor's schedule, and provide comments to Contractor and Agency as applicable.

3. Contract Administration

- A. Assist the City with preparation of reimbursement requests to WSDOT.
- B. Provide submittal/RAM/QPL review; update and manage the Record of Materials (ROM) with submittal information; and material testing information, evaluate Contractor's Schedule of Values for lump sum items and verify allocations are made in accordance with the requirements of the Contract Documents. Review/track traffic control files.
- C. Track, review and evaluate Request for Information from Contractor. Manage responses to RFIs.
- D. Prime/Subcontractor tracking: review of requests to sublet, statement of intent to pay prevailing wages, certified payroll report; complete wage rate interviews, submit PR1391 and PR1392 forms to WSDOT if applicable, in accordance with Section 1-08.1.
- E. DBE Tracking: confirm DBE meets contract requirements, conduct commercially useful function surveys, track/submit monthly DBE report to WSDOT in accordance with Section 1-08.1, to confirm goal is met. Review Contractor submitted information through the DMCS system. Conduct on-site interviews as necessary.
- F. Prepare monthly progress (pay) estimates and review with Contractor and City. Prepare WSDOT backup for quantities paid each month. Assist City with WSDOT project billing forms.
- G. Prepare up to two change orders. Represent the City's interest in negotiation of change order with the Contractor. Provide independent estimate and record quantity measurements of material, equipment and manpower for determining costs for change orders. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders for execution by the City and Contractor subject to approval of the City, CA Agency (WSDOT). This task does not include any work for new or additional design tasks nor additional survey work as may be related thereto depending on the nature of the change order(s).
- H. Conduct construction meetings with the Project Manager, the Contractor, City's representative, various regulatory or funding

personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: this item assumes 2 meetings/site visits by the Project Manager.

- I. At substantial completion, coordinate with the City, Local Programs (WSDOT) in accordance with chapter 52.81 of the LAG Manual, and resident inspector, and prepare a punchlist of items to be completed or corrected.
- J. Coordinate final walk-thru of the project with the City, Contractor, inspector, WSDOT, and Project Manager prior to recommending project acceptance.
- K. Provide copies of all project paperwork to the City and WSDOT.

4. Field Inspection

- A. Provide part-time on-site observation services (up to 440 hours over the course of 60 days) to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site. Provide field documentation to include: Inspector's Daily Report, field note records, Weekly Quantity Reports, Weekly Working Day Reports, and Daily Report of Force Account Worked, wage rate interviews, DBE Commercially Useful Function Reports and other pertinent documentation. Confirm quantities for payment with Contractor in the field.

5. Survey Staking

- A. Provide control points as shown in the Plans to allow for construction staking.
- B. Provide one-time construction staking for:
 - 1. Clearing limits;
 - 2. Sawcut locations;
 - 3. Storm drainage and piping;

4. Top back of curb (or other curb location as requested by the contractor)
6. Material Testing (Subconsultant)
 - A. Coordinate and provide material and compaction testing.
 - B. Review material testing results and arrange for additional testing as needed.
7. Project Closeout Services
 - A. Assist the City in closing out the project, prepare notice of completion form, project voucher, including WSDOT Local Programs final audit, in compliance with State and Federal law.
 - B. Prepare and sign materials certification form.
 - C. Provide project files to the City and WSDOT if requested.

EXHIBIT B-1

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

Project: City of Omak - Engh Road - SR 215/US 97 Intersection Improvements

Additional Engineering Costs

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	2	\$35 to \$55	\$100
Project Manager/Engineer	60	\$33 to \$55	\$2,820
Civil Engineer/Designer	140	\$24 to \$36	\$5,040
Field Inspector	482	\$23 to \$52	\$22,172
Survey Technician/CADD Technician	8	\$15 to \$36	\$280
Survey Crew (2 person)	60	\$45 to \$85	\$3,600
Professional Land Surveyor (P.L.S.)	8	\$34 to \$42	\$336

Subtotal Direct Labor Costs (DLC): \$ 34,348

Indirect Labor Costs (Overhead) @ 190.15% x DLC: \$ 65,313

Fee @ 30% x DLC: \$ 10,304

Direct Non-Salary Cost:

Mileage (4,525 miles at \$0.58 per mile) \$ 2,625

Lodging and Meals \$ 6,820

(44 days at \$96 per day lodging, \$59 per day meals)

Subconsultant:

Material Testing (NCTI, Inc.) \$ 5,965

TOTAL ESTIMATED COST: **\$ 125,375**

MEMORANDUM

To: Omak City Council
Mike Foth, Mayor Pro-Tem

From: Wayne Beetchenow
Public Works Director

Date: June 21, 2022

Subject: Resolution No. 42-2022 Approving the Six-year Transportation Improvement Program for 2023 to 2028

The attached Resolution **42-2022, A Resolution of the Omak City Council Approving the six-year Transportation Improvement Program for 2023 to 2028, is forwarded for your consideration.**

The city is required to update and submit a publicly approved Six-Year Transportation Improvement Plan annually. This updated plan was reviewed and sent out to the infrastructure committee. The changes from last year's program were edited by engineers, Gray & Osborne, Inc. The funding cost estimates were updated and included.

I support this Resolution and recommend its approval.

RESOLUTION NO. 42-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM FOR 2023-2028**

WHEREAS, the City Council of the City of Omak held a statutorily required public hearing on the 2023-2028 Six-Year Transportation Improvement Program on June 21, 2022; and

WHEREAS, the City Council has reviewed and considered each project on the proposed Six-Year Transportation Improvement Program for 2023-2028.

NOW, THEREFORE BE IT RESOLVED, by the Omak City Council of the City of Omak, Washington, Do Hereby Resolve that the Six-Year Transportation Improvement Program for 2023 to 2028, a copy of which is attached hereto as Exhibit "A", is approved. The City Clerk is authorized to submit this plan to the Washington State Department of Transportation, Okanogan Council of Governments RTPO, and the Okanogan County Transportation Council, on behalf of the City of Omak.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Mike Foth, Mayor Pro-Tem

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogen
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	1	SR 155 Omak East School SR155 SR97 to Jackson St. Pedestrian lighting at crossings, marked crosswalk (includes illumination), pedestrian crossing advance stop bars, rectangular rapid flashing beacon, speed feedback signs, ADA curb ramp retrofits, sidewalk with curb, pedestrian or bicyclist railroad crossing.	WA-13593						28	P	0.310 CE		Yes

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2024		0	WSDOT	1,012,700	0	1,012,700
Totals					0		1,012,700	0	1,012,700

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	1,012,700	0	0	0
Totals		0	1,012,700	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

Functional Class	06	Priority Number	2	B. STIP ID G. Structure ID	WA-01427	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
										03	P S T W	0.050 CE		Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	STP(US)	25,312		0	162,188	187,500
P	RW	2024	STP(US)	32,438		0	5,062	37,500
P	CN	2025	STP(US)	1,102,875		0	172,125	1,275,000
Totals				1,160,625		0	339,375	1,500,000

Expenditure Schedule Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	187,500	0	0	0
RW	0	37,500	0	0	0
CN	0	0	1,275,000	0	0
Totals	0	225,000	1,275,000	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

Functional Class	07	Priority Number	3	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Safe Pedestrian Crosswalks to Need for added High Visibility Crosswalks at Riverside Drive and Quince NW corner and SR/155 East School Crossing at Garfield.	WA-11357					21				No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2024		0		0	40,000	40,000
				Totals	0		0	40,000	40,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	0	40,000	0	0	0
Totals	0	40,000	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

Y Outside
 N Inside

Functional Class	09	Priority Number	4	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-01448	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	05 C O P S T W	Utility Codes	Total Length	Environmental Type	CE	RW Required	No
				Annual Asphalt Maintenance Various to Apply 1 1/2 Inch HMA overlay or chip seal streets to maintain the integrity of the driving surface.													

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		P	CN	2024		0		0		300,000
		Totals				0		0		300,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	300,000	0	0	0
Totals		0	300,000	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	5	East Leg Shumway Road Shumway Road Highway 97 to Sandflat Road Construct east leg of Shumway - Highway 97 intersection to connect to Sandflat Road and a new N-S Connecting Street to the East of Enterprise Drive.	WA-01431					01	P	0.300	CE	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	STP(US)	129,750		0	20,250	150,000
P	RW	2024	STP(US)	43,250		0	6,750	50,000
P	CN	2025	STP(US)	735,250		0	114,750	850,000
Totals				908,250		0	141,750	1,050,000

Expenditure Schedule Phase	1st					2nd					3rd					4th					5th & 6th				
	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	0	150,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RW	0	0	0	0	0	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CN	0	0	0	0	0	0	0	850,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	200,000	0	850,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	6	B. STIP ID		Amendment		Resolution No.		Improvement Type	01 W	Utility Codes		Total Length	0.050 EA	Environmental Type		RW Required	No
				G. Structure ID	WA-01430	Adopted		Hearing											
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description				Copple Road and US 97 Sandflat Road Highway 97 Intersection to MP 0.05 Pave and install curb and gutter on portion of Sandflat Road adjoining City property in conjunction with Okanogan County to complete the requirements for access to the County Shop Building.															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	27,115	27,115
P	CN	2026		0		0	207,885	207,885
Totals				0		0	235,000	235,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
PE	0	0	27,115	0	0
CN	0	0	0	207,885	0
Totals	0	0	27,115	207,885	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside Y Outside

Functional Class	07	Priority Number	7	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Jasmine Street Intersection Phase II Jasmine Street Intersection with SR-215 and Jasmine Street to SR-215 & Jasmine Street Intersection Realign Jasmine Street to eliminate dangerous 4 way collection of traffic at Jasmine, the Hospital parking and emergency entrances and SR-215. Open Haussler Road to connect with SR-215 and close Jasmine Intersection.	WA-01428					07	C P S T W	0.080 CE		Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	TIB	84,375	9,375	93,750
P	RW	2023		0	TIB	16,670	2,060	18,750
P	CN	2025		0	TIB	566,675	70,825	637,500
Totals				0		667,720	82,280	750,000

Expenditure Schedule Phase	Phase Start Year (YYYY)				
	1st	2nd	3rd	4th	5th & 6th
PE	93,750	0	0	0	0
RW	18,750	0	0	0	0
CN	0	0	637,500	0	0
Totals	112,500	0	637,500	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside
 Y Outside

Functional Class	07	Priority Number	8	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Jonathan Lane Improvements Jonathan Lane Quince Street to Pine Street Construct new roadway from Quince Street to Pine Street including curb, gutter, sidewalk and storm water facilities.	WA-13592					01	P	0.130 CE		No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2023		0		0	425,000	425,000
				Totals	0		0	425,000	425,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	425,000	0	0	0	0
Totals	425,000	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	09	Priority Number	9	B. STIP ID		Amendment		Resolution No.		Improvement Type	28	Utility Codes		Total Length	0.020 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-03753														
				A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description Ash Street Sidewalk ADA Access Improvements Ash Street/Fourth Avenue 1st Avenue W to 4th Ave. to Okoma Drive Provide ADA ramps and sidewalk repair both sides of Ash Street															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023		0	TIB	85,500	4,500	90,000
Totals				0		85,500	4,500	90,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	90,000	0	0	0	0
Totals	90,000	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	10	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-01432	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Ross Canyon Reconstruction Phase 2 Ross Canyon Road Ironwood Street to City Limits Reconstruction and widening of Ross Canyon Road with curbs and gutters and sidewalks on both sides.						04	C.G.O.P.S T.W	0.600	CE	No

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	STP(US)	129,750		0	20,250	150,000
P	CN	2025	STP(US)	735,250		0	114,750	850,000
			Totals	865,000		0	135,000	1,000,000

Expenditure Schedule Phase	Year				
	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
CN	0	0	850,000	0	0
Totals	0	150,000	850,000	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO
 N Inside
 Y Outside

Functional Class	07	Priority Number	11	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	04	Utility Codes	C P S T W	Total Length	0.200 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-06538																		
				A. PIN/Project No.																			
				C. Project Title																			
				D. Road Name or Number																			
				E. Begin & End Termini																			
				F. Project Description																			
					Cherry Overlay and Drainage																		
					Cherry Ave at Main Street to Cedar Street																		
					Minor subgrade repair, install catch basins and infiltrators, overlay.																		

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	PE		2023	STP(US)	40,655		0	6,345	47,000
	P	CN		2024	STP(US)	322,645		0	50,355	373,000
					Totals	363,300		0	56,700	420,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		47,000	0	0	0	0
CN		0	373,000	0	0	0
Totals		47,000	373,000	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	12	Sandflat Road Sandflat Road Engl Road to Cople Road Reconstruction of roadway to city standards including widening and installation of sidewalks	WA-01446					03	C P T	0.620 EA		Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	STP(US)	140,562		0	21,938	162,500
P	RW	2025	STP(US)	28,112		0	4,388	32,500
P	CN	2027	STP(US)	955,825		0	149,175	1,105,000
Totals				1,124,499		0	175,501	1,300,000

Expenditure Schedule Phase	Phase Start Year (YYYY)				
	1st	2nd	3rd	4th	5th & 6th
PE	0	0	162,500	0	0
RW	0	0	32,500	0	0
CN	0	0	0	0	1,105,000
Totals	0	0	195,000	0	1,105,000



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside Y Outside

Functional Class	09	Priority Number	13	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	04	Utility Codes	C O P S T W	Total Length	0.180 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-01444																		
				A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description Central Avenue Reconstruction Phase II Central Avenue Cedar Street to Fir Street Reconstruct and overlay roadway from Cedar to Fir Street. Reconstruct the storm drain system from Cedar to Fir Street.																			

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		TIB	0		150,000		150,000
			Totals		0		150,000	100,000	250,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	0	0	0	250,000	0
Totals	0	0	0	250,000	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside
 Y Outside

Functional Class	09	Priority Number	14	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-01442	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Fourth Avenue Reconstruction Fourth Avenue Cedar Street to Jasmine/Granite Street Storm Drain reconstruction, Reconstruct Roadway from Cedar Street to Jasmine/Granite Street intersection						03	C P S W	0.300 CE		No

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026		0	TIB	720,000	80,000	800,000
Totals				0		720,000	80,000	800,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	800,000	0
Totals		0	0	0	800,000	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	00	Priority Number	15	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	28	Utility Codes	P	Total Length	0.060	CE	Environmental Type		RW Required	No
				G. Structure ID	WA-01450																			
				A. PIN/Project No.	SR97 Pedestrian Bridge																			
				C. Project Title	SR 97																			
				D. Road Name or Number	MP291.90 to MP291.96																			
				E. Begin & End Termini	Installation of pedestrian and equestrian bridge under the SR 97 Bridge to provide a safe traffic separated route for non-motorized traffic needing to cross the Okanogan River from Eastside Park going north.																			
				F. Project Description																				

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	WSDOT	150,000	0	150,000
P	CN	2027		0	WSDOT	1,350,000	0	1,350,000
			Totals	0		1,500,000	0	1,500,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
PE	0	0	0	150,000	0
CN	0	0	0	0	1,350,000
Totals	0	0	0	150,000	1,350,000



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	09	Priority Number	16	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description		G. Structure ID WA-01423	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Quince Street Extension Quince Street Koala AVE to Shumway Road Extend Quince Street to connect Koala Street and Shumway Road. Include curb, gutter and sidewalks both sides.							01	C O P S T W	0.250 CE		Yes

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2025		0	OTHER	400,000	100,000	500,000
				Totals	0		400,000	100,000	500,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	0	0	500,000	0	0
Totals	0	0	500,000	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

Y Outside
N Inside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	17 215500A	SR 155 SP/Omak - Bridge Replacement SR-155 Spur 80.40 to 80.48 Replace SR-155 Spur Bridge to correct width and alignment problems with existing structure.	WA-01424					08	SW	0.080	EIS	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	BR	2,500,000		0	0	2,500,000
P	RW	2024	BR	500,000		0	0	500,000
P	CN	2025	BR	22,000,000		0	0	22,000,000
			Totals	25,000,000		0	0	25,000,000

Expenditure Schedule Phase	Funding				
	1st	2nd	3rd	4th	5th & 6th
PE	0	2,500,000	0	0	0
RW	0	500,000	0	0	0
CN	0	0	22,000,000	0	0
Totals	0	3,000,000	22,000,000	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

Functional Class	09	Priority Number	18	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Shurway Road Improvements Shurway Road/ Ironwood Street Ross Canyon Road to U.S. 97 Reconstruct roadway. Install bike lanes on each side, sidewalk on one side, and storm drainage improvements.	WA-11211					04	CPSTW	1.570 CE		Yes

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2027	STP(US)	4,108,750	TIB	641,250	0	0	4,750,000
				Totals	4,108,750		641,250	0	0	4,750,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	0	4,750,000
	Totals	0	0	0	0	4,750,000



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Omak
 County: Okanogan
 MPO/RTPO: OCOG RTPO

N Inside Y Outside

Functional Class	05	Priority Number	19	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID WA-14411	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	28	Utility Codes	P	Total Length	0.000 CE	Environmental Type	CE	RW Required	No
				North Omak Elementary School Lighted Crosswalk Oak Street N. Oak Street N. to Oak Street N. Install lighting for crosswalk on Oak Street in front of school entrance.															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023	Totals	0	0	50,000	50,000	50,000

Expenditure Schedule Phase	1st	2nd	3rd	4th	5th & 6th	Totals
ALL	50,000	0	0	0	0	50,000
Totals	50,000	0	0	0	0	50,000

Grand Totals for Omak	Federal Funds			State Funds		Local Funds		Total Funds
	33,530,424	5,227,170	2,215,106	40,972,700				

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: June 21, 2022

Subject: **Resolution No. 43-2022** Approving the Public Works Contract with Proline Concrete Cutting' LLC. for Pine St / Jonathan St intersection paving

The attached Resolution **43-2022, a Resolution of the Omak City Council Approving the Public Works Contract with Proline Concrete Cutting' LLC., is forwarded for your consideration.**

The area around the intersection has had two separate housing projects in the last year and the intersection was not included in either of them. Both projects were funded through the Housing Authority of Okanogan County, and we will be seeking reimbursement for the cost of the intersection improvement.

Proline Concrete Cutting' LLC. has submitted an estimate including tax for \$17,344.00.

I support this Resolution and recommend its approval.

RESOLUTION NO. 43-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH PROLINE CONCRETE CUTTING, LLC. FOR PINE ST AND JONATHAN ST INTERSECTION PAVING

WHEREAS, the housing authority of Okanogan County has completed two housing projects in the last year; and

WHEREAS, the Public Works Department has the need to pave the intersection at N Pine St and Jonathan St to provide reliable access through the intersection; and

WHEREAS, funding for this project is available in the affordable housing fund.

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 Proline Concrete Cutting, LLC., and that the Mayor is authorized to execute all documents necessary to effect this action.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2022.

APPROVED:

Mike Foth, Mayor Pro-Tem

ATTEST:

Connie Thomas

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Pine St/Jonathan St Intersection Paving

Scope of Work

The City of Omak is seeking bids to prepare and pave the intersection at N Pine St and Jonathan St in Omak WA with HMA asphalt with a min depth of 3 inches. The area to be paved is shown in the attachment.

Scope of work:

The contractor will provide all labor, materials, equipment, supplies and tools necessary to remove and replace the supplied manhole.

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 successful bidder 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 engaged in project. Intent to pay prevailing wage and affidavit of wages paid must be filed with the Washington State Department of Labor and Industries at contractor's 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.

Award of contract by the City of Omak will be based upon what is considered the most responsive bid. The City of Omak reserves the right to reject any or all bids authorized by law and to award the contract to other than the lowest bidder at its discretion and in the best interest of the City of Omak.


**City of Omak
Pine St/Jonathan St Intersection Paving**

Bid Form

1.	Removal and Installation	\$ <u>16,000.00</u>
2.	Washington State Sales Tax @ 8.4%	\$ <u>1,344.00</u>
	Total Bid Amount	\$ <u>17,344.00</u>

Proline Concrete Cutting, LLC.
BIDDER (CONTRACTOR)

06/08/2022
DATE

BY 
Authorized Signature

President
Title

Jim Youngblood
(Please print of type name)

ADDRESS:

213 Benton Street

Phone: 509-826-5861

Omak, WA 98841

Fax: N/A

Washington State Contractor's License Number: PROLICCC867CK

UBI Number: 603-370-412

Federal TIN: 46-4646874

Note:

- (1) If bidder is a co-partnership, 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.

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

**Proline Concrete Cutting, LLC
213 Benton St.
Omak WA 98841**

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:

Pine St / Jonathan St Intersection Paving

in accordance with the most recent and approved Codes 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 by \$500.00 or 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 Omak P.W. 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 6th day of June, 2022

CONTRACTOR: Proline Concrete Cutting, LLC.

By:  President
Signature Title

PRINTED NAME: Jim Youngblood

ADDRESS: 213 Benton Street

Omak WA 98841
City State Zip

PHONE: 509-826-5861

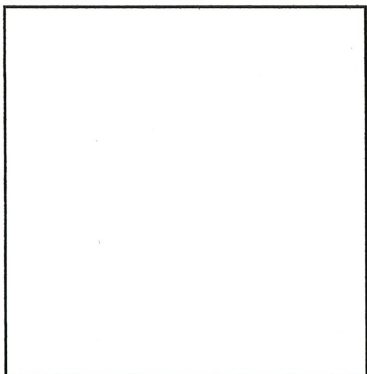
FAX Number: N/A

State of Washington Contractor's License Number: PROLICCC867CK

Federal Tax I.D. Number: 46-4646874 UBI Number. 603-370-412

Executed this _____ day of _____, 2022

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk





INTEROFFICE MEMORANDUM

TO: MAYOR PRO-TEM FOTH
OMAK CITY COUNCIL

FROM: DON ABEL/CJT

SUBJECT: PARK REQUEST REQUIRING COUNCIL APPROVAL

DATE: JUNE 21, 2022

The attached **Park Reservation Forms from various users**, are presented to you for your review and consideration.

Culp for Congress have requested the use of Triangle Park on June 24th from 9am-9pm. They are requesting to have a vendor selling food during their event.

Re-Elect Tony Hawley for Sheriff has requested the use of Civic League Park on July 9th from 12pm – 5pm. There are no special requests.

Community Presbyterian Church has requested Civic League Park on July 10th from 10am-5pm. They will have amplified sound during their event.

Dad's Move have requested the use of Civic League Park on July 30th from 9am-3pm. This is an annual event for this group. They will have amplified sound during their event.

City of Omak
PARK RESERVATION FORM

PO Box 72*Omak, WA 98841

Phone 509-826-1170 Fax 509-826-6531

All City Parks Closed During Hours of Darkness

After Hours use by City Council Approval Only

- Horseshoe Picnic Area Triangle Park Civic League Park/Bandshell
 Soccer Field Tennis Courts Fitness Trail
 Dance Pavilion Other _____
 Baseball/Softball Field _____

Date(s) Requested: 6/24/22 Circle Day of the Week: M T W TH F SA SU

Time(s) Request: Beginning: 9:00 (a.m. p.m.) Ending: 9:00 (a.m. p.m.)

Event Name: Cup For Congress

Customer or Organization Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: 509-322-1120 Day Phone: 509-997-3890

Email: _____

Include Special Requests: _____

Approximate Number Attending: 200

Will user be selling any items? Yes X No X If yes, what is being sold? Vendor
Approval from City Council and a Peddlers Permit may be required

Will there be amplified sound at your event: Yes X No _____

Please note: The City of Omak does enforce a noise ordinance. If you have any questions, please contact the Omak Police Department at 509-826-0383

BG (initial) I certify that I understand a bouncy house of any kind are not allowed during my event

**HOLD HARMLESS AGREEMENT
FOR THE USE OF CITY OF OMAK FACILITIES AND/OR PROPERTY**

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement.

Dated this 10 day of June 2022.

Brianne Gates
Printed Name of Applicant

Brianne Gates
Signature of Applicant

City of Omak
PARK RESERVATION FORM

PO Box 72*Omak, WA 98841

Phone 509-826-1170 Fax 509-826-6531

*All City Parks Closed During Hours of Darkness
After Hours use by City Council Approval Only*

Horseshoe Picnic Area
Park/Bandshell

Triangle Park

Civic League

Soccer Field

Tennis Courts

Fitness Trail

Dance Pavilion

Other _____

Baseball/Softball Field _____

Date(s) Requested: July 9th
TH F (SA) SU

Circle Day of the Week: M T W

Time(s) Request: Beginning: 12:00 (a.m. (p.m.)) Ending: ___
5:00 (a.m. (p.m.))

Event Name: Re-elect Tony Hawley for Sheriff ice cream social

Customer or Organization Name: Re-elect Tony Hawley Committee

Mailing Address: PO BOX 1104 Okanogan WA 98840

City: _____ State: _____
Zip Code: _____
Cell Phone: 509.675.5153 Day Phone: _____
509.422.7109
Email Cmhawley4981@gmail.com

Include Special Requests:

Approximate Number Attending: _____

Will user be selling any items? Yes _____ No X If yes, what is being sold?

Approval from City Council and a Peddlers Permit may be required

Will there be amplified sound at your event: Yes _____ No _____

Please note: The City of Omak does enforce a noise ordinance. If you have any questions, please contact the Omak Police Department at [509-826-0383](tel:509-826-0383)

CH (initial) *I certify that I understand a bouncy house of any kind are not allowed without prior application approval.*

HOLD HARMLESS AGREEMENT

FOR THE USE OF CITY OF OMAK FACILITIES AND/OR PROPERTY

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June Dated this 13th day of 2022.

Crystal Hawley
Printed Name of Applicant

Crystal Hawley
Signature of Applicant

For Office Use Only

STAFF COMMENTS

City Administrator _____

Public Works Director _____

City Clerk _____

Police Chief _____

Fire Chief _____

Assistant Public Works Director _____

Sunrise Disposal _____

Approval without circulation _____

Liability Insurance _____

Sanitation Services _____

Key for Bandshell _____

Arrangements for preparation and clean-up _____

City of Omak
PARK RESERVATION FORM

PO Box 72*Omak, WA 98841
Phone 509-826-1170 Fax 509-826-6531

All City Parks Closed During Hours of Darkness
After Hours use by City Council Approval Only

- Horseshoe Picnic Area Triangle Park Civic League Park/Bandshell
 Soccer Field Tennis Courts Fitness Trail
 Dance Pavilion Other _____
 Baseball/Softball Field _____

Date(s) Requested: July 10, 2022 Circle Day of the Week: M T W TH F SA SU

Time(s) Request: Beginning: 10:00 (a.m. p.m.) Ending: 5:00 (a.m. p.m.)

Event Name: PICNIC IN THE PARK

Customer or Organization Name: COMMUNITY PRESBYTERIAN CHURCH

Mailing Address: 9 S BIRCH ST OMAK, 98841

City: OMAK State: 9 S BIRCH ST Zip Code: 98841

Cell Phone: (509) 422-2114 Day Phone: _____

Email: edelmanfred90@gmail.com

Include Special Requests: ELECTRICAL OUTLET FOR MUSIC ACCESS

Approximate Number Attending: 150+

Will user be selling any items? Yes ___ No X If yes, what is being sold?
Approval from City Council and a Peddlers Permit may be required

Will there be amplified sound at your event: Yes X No ___
Please note: The City of Omak does enforce a noise ordinance. If you have any questions, please contact the Omak Police Department at 509-826-0383

FRE (initial) *I certify that I understand a bouncy house of any kind are not allowed during my event*

**HOLD HARMLESS AGREEMENT
FOR THE USE OF CITY OF OMAK FACILITIES AND/OR PROPERTY**

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement.

Dated this 13 day of JUNE 2022.

FRED A EDELMAN
Printed Name of Applicant

Fred A Edelman
Signature of Applicant

City of Omak
PARK RESERVATION FORM

PO Box 72*Omak, WA 98841
Phone 509-826-1170 Fax 509-826-6531
All City Parks Closed During Hours of Darkness
After Hours use by City Council Approval Only

- Horseshoe Picnic Area
- Triangle Park
- Civic League Park/Bandshell
- Soccer Field
- Tennis Courts
- Fitness Trail
- Dance Pavilion
- Other _____
- Baseball/Softball Field _____

Date(s) Requested: July 30, 2022 Circle Day of the Week: M T W TH F SA SU

Time(s) Request: Beginning: 9:00 (a.m. p.m.) Ending: 3:00 (a.m. p.m.)

Event Name: Free Fun day in the Park

Customer or Organization Name: Dads move 501C3

Mailing Address: 847 N. Pine Creek RD.

City: Tonasket State: WA Zip Code: 98855

Cell Phone: 509-429-6704 Day Phone: 509-486-2378

Email: jbadkins@dadsmove.org

Include Special Requests: Electric + Water

Approximate Number Attending: 200-300

Will user be selling any items? Yes ___ No X If yes, what is being sold?
Approval from City Council and a Peddlers Permit may be required

Will there be amplified sound at your event: Yes X No ___
Please note: The City of Omak does enforce a noise ordinance. If you have any questions, please contact the Omak Police Department at 509-826-0383

B (initial) I certify that I understand a bouncy house of any kind are not allowed during my event

HOLD HARMLESS AGREEMENT
FOR THE USE OF CITY OF OMAK FACILITIES AND/OR PROPERTY

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement.

Dated this 13th day of June 2022

John Badkins
Printed Name of Applicant

John Badkins
Signature of Applicant