

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**July 18, 2022 – 7:00 PM**

---

 **ORIGINAL**

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA:**

1. Approval of minutes from July 5, 2022
2. Approval of 2022 Claims & Manual Checks

**F. NEW BUSINESS:**

1. Res. 45-2022 Approve Purchase of Ammunition 
2. Res. 46-2022 Approve Interlocal Agreement with the Town of Conconully 

**G. 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](mailto:clerk@omakcity.com) for assistance.

---

**The City of Omak is inviting you to a scheduled Zoom meeting  
Monday, July 18th, 2022 @ 7:00pm**

Connie Thomas, City Clerk is inviting you to a scheduled Zoom meeting.

Topic: Omak City Council Meeting

Time: Jul 18, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81265412246?pwd=cVpDU0VPaDFCY2M0SURtb0U0Vml2QT09>

Meeting ID: 812 6541 2246

Passcode: 655093

One tap mobile

+12532158782,,81265412246#,,,,\*655093# US (Tacoma)

+16694449171,,81265412246#,,,,\*655093# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 812 6541 2246

Passcode: 655093

Find your local number: <https://us02web.zoom.us/j/81265412246?pwd=cVpDU0VPaDFCY2M0SURtb0U0Vml2QT09>



# Omak Police Department

8 N. Ash, P.O. Box 72, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

---

## Memorandum

Date: July 18, 2022

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 45-2022

As part of the Police Departments training and equipment ammunition is a necessary supply item. This resolution is required for purchase to provide both practice ammunition and duty ammunition. Acting Chief Duncan had previously located this vendor along with Detective Bowling. Based upon cost and availability we are continuing with this vendor for the inventoried need of the Police ammunition supply.

The quote attached is \$7,409.37

This cost was approved within the budget package, and I recommend its approval.

**RESOLUTION NO. 45-2022**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT DOOLEY ENTERPRISES, INC.**

**WHEREAS**, the Police Chief has received a request from Detective Bowling the department firearms instructor, and

**WHEREAS**, there is a need to purchase ammunition for the department for both practice and duty carry, and

**WHEREAS**, the acquisition of these supplies will continue the efficient operation and function of the City of Omak Police Department, and

**WHEREAS**, the department has previously purchased ammunition from Dooley Enterprises for both price and availability; and

**WHEREAS**, this acquisition is consistent with the City of Omak mission, and

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase proposal Dooley Enterprises, attached hereto as Exhibit "A", for the purchase and supply to the members of the Omak Police Department.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

QUOTE #: 018377

# Price Quote

QUOTE DATE: 07/08/2022

TERMS: Net 30

Cust. ID #: 000624

Type: FET OUT - Agency

County: Okanogan

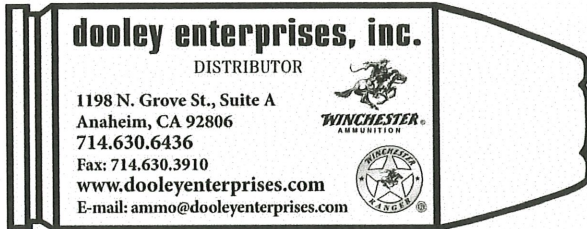
Ship To: OMAK POLICE DEPT.

BRIEN BOWLING

8 NORTH ASH STREET

OMAK, WA 98841

PHONE: (509) 826-0383 FAX: (509) 826-0116



Here are the requested prices:

### PRICES ARE PER THOUSAND

| QUANTITY | SYMBOL   | DESCRIPTION                                   | PRICE    | EXTENSION  |
|----------|----------|---|----------|------------|
| 6.000    | USA9MM1  | 9mm 147gr. Full Metal Jacket - Flat Nose      | \$260.76 | \$1,564.56 |
| 1.000    | RA9T     | 9mm 147gr. Ranger T-Series JHP                | \$327.40 | \$327.40   |
| 1.000    | Q4170    | 45 Auto 230gr. Full Metal Jacket              | \$327.76 | \$327.76   |
| 2.000    | RA12005  | 12ga. 9 Pellets 00 Buck, Low Recoil (5rds/bx) | \$549.52 | \$1,099.04 |
| 2.000    | RA12RS15 | 12ga. 1oz. Slug, Low Recoil                   | \$582.44 | \$1,164.88 |
| 1.000    | RA40T    | 40 S&W 180gr. Ranger T-Series JHP             | \$361.88 | \$361.88   |
| 3.000    | W223K    | 223 55gr. Full Metal Jacket                   | \$405.27 | \$1,215.81 |

#### NOTES:

Brien,

See above for your quote, and let me know if you have any questions. At this time (which can change quickly) the ammo quoted is currently available and can ship immediately after order finalization. Quote expires 7-30-22

Barbara

SUBTOTAL: \$6,061.33

TAX RATE: 8.400% TAX\*: \$574.16

SHIPPING: \$773.88

TOTAL: \$7,409.37

**Quote is for official department use only**

To proceed with order as quoted, please confirm the shipping details above, and sign & complete below:

PO# (if appl.) \_\_\_\_\_

Authorized By \_\_\_\_\_

Date \_\_\_\_\_

Name & Title \_\_\_\_\_

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: July 18, 2022

Subject: Resolution No. 46-2022 Approving Interlocal Agreement with the Town of Conconully

---

The Attached Resolution: **46-2022, A RESOLUTION OF THE OMAK CITY A Resolution of the Omak City Council Approving. An Interlocal Agreement Between the City of Omak and theTown of Conconully**, is forwarded for your consideration.

This resolution is a interlocal Agreement with the Town of Conconully to use our Vac Truck and qualified employees to clean sewer and storm water systems after the recent heavy rain event on July 4<sup>th</sup> 2022. The labor and equipment cost will be tracked through Pubworks and billed to the town of Conconully after the work is completed.

We are requesting approval of this resolution.

**RESOLUTION NO. 46-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,  
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF OMAK AND THE TOWN OF CONCONULLY**

**WHEREAS**, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS** the Town of Conconully is in need of specialized equipment for cleaning of sewer and storm systems; and

**WHEREAS**, the City of Omak has the labor and equipment resources to assist the Town of Conconully in this work; and

**WHEREAS**, the Town of Conconully will be charged the current hourly rate of pay (including overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak. Hourly rates will be applied to the mobilization of equipment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the Town of Conconully, a copy of which is attached hereto as Exhibit "A", for the cleaning of a storm line and basins, is approved. The Mayor is authorized and directed to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

**INTRODUCED AND PASSED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

## INTERLOCAL AGREEMENT FOR ASSISTING NEIGHBORING CITY, TOWN OR COUNTY

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the Town of Conconully, a political subdivision of the State of Washington.

### WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the Town of Conconully, is in need of the City of Omak's assistance

**Cleaning catch basins and storm pipe**

**Cleaning Sewer lift station and sewer lines**

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish mutual aid to the Town of Conconully, at a time when they are requesting assistance with either the City of Omak equipment, personnel or both, in the realm of the operation and maintenance of the City, Town or County's infrastructure or protection of their citizens.

2. **SCOPE:** This agreement shall allow the following activities:  
A. The use of equipment or machinery owned by the City of Omak  
B. The use of a qualified City of Omak operator for said equipment or machinery.

3. **COST:** The charges for the services and equipment provided shall be billed to the Town of Conconully, based on the current hourly rate of pay (Including Overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak.

|                               |                |
|-------------------------------|----------------|
| <b>Vac Truck Hourly Rate:</b> | <b>\$80.50</b> |
| <b>Operator Hourly Rate:</b>  | <b>\$52.41</b> |

4. **PAYMENT:** Payment for these services will be billed to the Town of Conconully, upon completion of the project, and payment must be received within thirty (30) days of receipt.

5. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until the incident described above has ended, or until cancelled by either party in writing.

6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

8. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.



9. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

10. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED, Town of Conconully,

APPROVED, CITY OF OMAK:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date