
AGENDA
OMAK CITY COUNCIL MEETING
Monday, June 5, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. MAYOR'S REPORT

E. CONSENT AGENDA

1. Approval of Minutes from May 15, 2023
2. Approval of 2023 Claims and May '23 Payroll

F. NEW BUSINESS

1. Gary Headlee, Omak Resident
2. Approve Request for Park Use Extended Hours – FYRE
3. Res. 56-2023 – Approve DNR Land Use Agreement
4. Res. 57-2023 – Approve WSDOT Street Striping Agreement
5. Res. 58-2023 – Approve Purchase of Bolawrap – Wrap Technologies
6. Res. 59-2023 – Approve Amendment No. 2 with Gray & Osborne

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.



INTEROFFICE MEMORANDUM

TO: MAYOR GAGNÉ
OMAK CITY COUNCIL

FROM: WAYNE BEETCHENOW/CJT

SUBJECT: USE OF PARK AFTER DUSK – OKFYRE

DATE: MAY 17, 2023

The attached **Park Reservation Form from Mady Sandoval of OKFYRE**, is presented to you for your review and consideration.

OKFYRE (Foundation for Youth Resiliency and Engagement) have requested the use of Civic League Park on Friday, June 30th from 4pm-11pm. The Omak Municipal Code allows for events until dusk. OKFYRE is requesting the event run until 11pm so they can show a movie. This is the third year for Pride in the Park.

Ms. Sandoval is asking Council to provide for extended hours to accommodate this event.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: June 5, 2023

Subject: **Resolution 56-2023** Emergency land use agreements with The
Washington State Department of Natural Resources

The attached Resolution 40-2023, **A Resolution of the Omak City Council Approving, Two Types of Emergency Land use Agreements with the Washington State Department of Natural Resources for use of Portions of Eastside Park for Emergency Fire Camp Use**, is forwarded for your consideration.

The agreement was updated with the biggest change being dividing the Type 2 area into two separate areas to help facilitate other park uses while fire camps are set up.

I support this Resolution and recommend its approval.

RESOLUTION NO. 56-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TWO DIFFERENT
TYPES OF EMERGENCY LAND USE AGREEMENTS
WITH THE WASHINGTON STATE DEPARTMENT
OF NATURAL RESOURCES FOR USE OF PORTIONS OF EAST SIDE
PARK FOR EMERGENCY FIRE CAMP USE**

WHEREAS, the Washington State Department of Natural Resources has provided two different types of agreements to establish an arrangement for the use of specific portions of Eastside Park for purposes of setting up a full Base Camp or providing overnight sleeping areas related to wildland fires; and

WHEREAS, the Type 2 Base Camp Agreement identifies the extensive area requested in the park, that takes in most of the park to set up a fully executed Incident Command Base Camp for firefighters; and

WHEREAS, the Type 4 Sleeping Area/Tent Space Agreement identifies a small grassy area for sleeping arrangements located between the Joe Robbins Field and the Okanogan River on the westerly side of the Eastside Park; and

WHEREAS, the Type 2 Agreement from previous years has been modified to divided the area into two separate areas to help alleviate conflicts with other park uses; and

WHEREAS, the Department of Natural Resources and the City of Omak wish to reaffirm the Type 2 and Type 4 Agreements and keep these two agreements on file for use in future years until terminated upon reasonable notice by either party.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Omak, Washington, hereby approves and ratifies the **Type 2 Base Camp Emergency Land Use Rental Agreement** and the **Type 4 Sleeping Area/Tent Space Emergency Land Use Rental Agreement**, between the City of Omak, and the State of Washington Department of Natural Resources, a copy of both attached to this Resolution as Exhibits "A", for use of portions of Omak East Side Park as an Incident Command Base Camp and/or Sleeping Area.

BE IT FURTHER RESOLVED, that the **Type 2 Base Camp Emergency Land Use Rental Agreement** and the **Type 4 Sleeping Area/Tent Space Emergency Land Use Rental Agreement**, will remain on file for future incidents unless and until either party terminates the agreement (s) with reasonable notification.

INTRODUCED and **PASSED** this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, Deputy Clerk

Michael D. Howe, City Attorney

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
EMERGENCY LAND USE RENTAL AGREEMENT**

Agreement # NES-23-SO-ELURA-027

1. This **RENTAL AGREEMENT**, by and between:

Owner's name(s): City of Omak - Public Works
Mailing address: PO Box 72
City, State, Zip: Omak, WA 98841
Telephone no. (509) 826-1170

for their heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and The State of Washington Department of Natural Resources, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

The parties hereto, for the consideration hereinafter mentioned, do covenant and agree as follows:

2. PURPOSE

The Tenant agrees to rent property and/or facilities from the Landlord for purposes of establishing the following emergency incident facilities:

- 1. Type 2 Fire Camp
- 2. Type 4 - Sleepng Area

3. PROPERTY

The Landlord agrees to rent to the Tenant the following described property:

- 1. Omak Eastside Park except for the Omak Stampede office, bathrooms, arena, swimming pool, tennis courts, Eastside Park Loop, and RV Park (SEE MAP)
- 2. Parking and Grass area adjacent to Joe Robbins Field.

Located at:

Address: 411 Omak Ave.
City or Town: Omak, WA 98841
County: Okanogan

4. TERM

- Option A: This Rental Agreement shall be effective from _____ to _____ unless otherwise modified by the parties.
- Option B: At will, upon notice by Tenant and completion of a Pre-Use Inspection Report.

5. COMPENSATION

Tenant shall pay to the Landlord the sum of \$See Below per day as rent for the above described property or properties, and such further consideration as may be set out below for expenses associated with the use of the property. Partial days shall be calculated at the same rate as a complete day.

1. Omak Eastside Park - \$500.00 per day; \$2,500.00 per week; \$7,500.00 per month

2. Parking and Grass area - \$100 per day

6. PAYMENT

The Department of Natural Resources shall make payment within thirty (30) days of receipt of an invoice or other equivalent documentation from the Landlord. Request for payment and other notices are to be sent the following address:

Department of Natural Resources
225 South Silke Road
Colville, WA 99114

Region Office (509) 684-7474

7. RESTORATION

Tenant agrees to restore the property to the same condition it was in prior to the Tenant's occupancy, less wear and tear, to the extent reasonably practical. Landlord and Tenant shall inspect the property both prior to and after Tenant's occupancy and use, and document its condition in an Inspection Report.

Landlord:

Tenant:

By: _____
Title: _____
Date: _____

By: **Steve Young** *Steve Young*
Title: **Fire Operations Manager - West Zone**
Date: 5/15/2023

Approved As To Form:

Michael Edinger
Assistant Attorney General

2/2/09
Date

ADDENDUM TO AGREEMENT

Contact Information (names, titles, day and night phone numbers, email address):

City of Omak - Todd McDaniel - (509) 826-1170 Office; (509) 322-5856 Cell

City of Omak - Wayne Beetchenow- (509) 826-1170 Cell; (509) 429-5101 Cell

Location (Legal description/Lat&Long):

T - 34, R - 26, S - 24 SE 1/4

Latitude - 48.4113 x Longitude - 119.5240

Physical address:

411 Omak Ave.

Omak, WA 98841

Directions:

From stop light in Omak travel east across the bridge, take first left into Eastside Park

Unavailable dates:

The first weekend thru the second weekend of August

Base camp size:

1. Area 1 - Type 2 Fire Camp: 100-500+ - Please See Map

2. Area 2 - Type 2 Fire Camp: 100-500+ - Please See Map

3. Type 4/Sleeping Area: 5-30 Tent Spaces - Please See Map

Site specific information:

Utilities:

Limited Power/Temporary Telephone

Water:

Yes

Showers:

No

Garbage Service Provider:

Sunrise Disposal

Dumpster currently at location:

Yes

Telephone service provider:

Century Link

Infrastructure for phone service on site?

No

Cell phone coverage (ATT/Verizon):

Verizon, AT&T, and T-Mobile have good coverage

Other services for site – grey/black water?

Limited

Inmate sleeping?

Isolated areas can be determined by Logistics

Facilities for night shift sleeping?

No

Other helpful information regarding site:

The area to the north of the wood pole fence is not part of this agreement and requires an additional agreement with Omak Stampede Inc.

MAP OF AREA



MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: June 5, 2023

Subject: **Resolution No 57-2023** WSDOT Agreement for 2023 Street Striping

The Attached Resolution: 57-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE MAINTENANCE AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR 2023 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 \$14,600.00.

We are requesting approval of this resolution.

RESOLUTION NO. 57-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE
MAINTENANCE AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION FOR 2023 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 \$14,600.00.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2023 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 _____, 2023.

SIGNED:

Cindy Gagné, Mayor

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</p> |
| <p>Agreement Number</p> | <p>Contact Name/Phone #/Email</p> |
| <p>Federal Tax ID #</p> | <p>Estimated Costs</p> |
| <p>Description of Work</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 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: _____ |

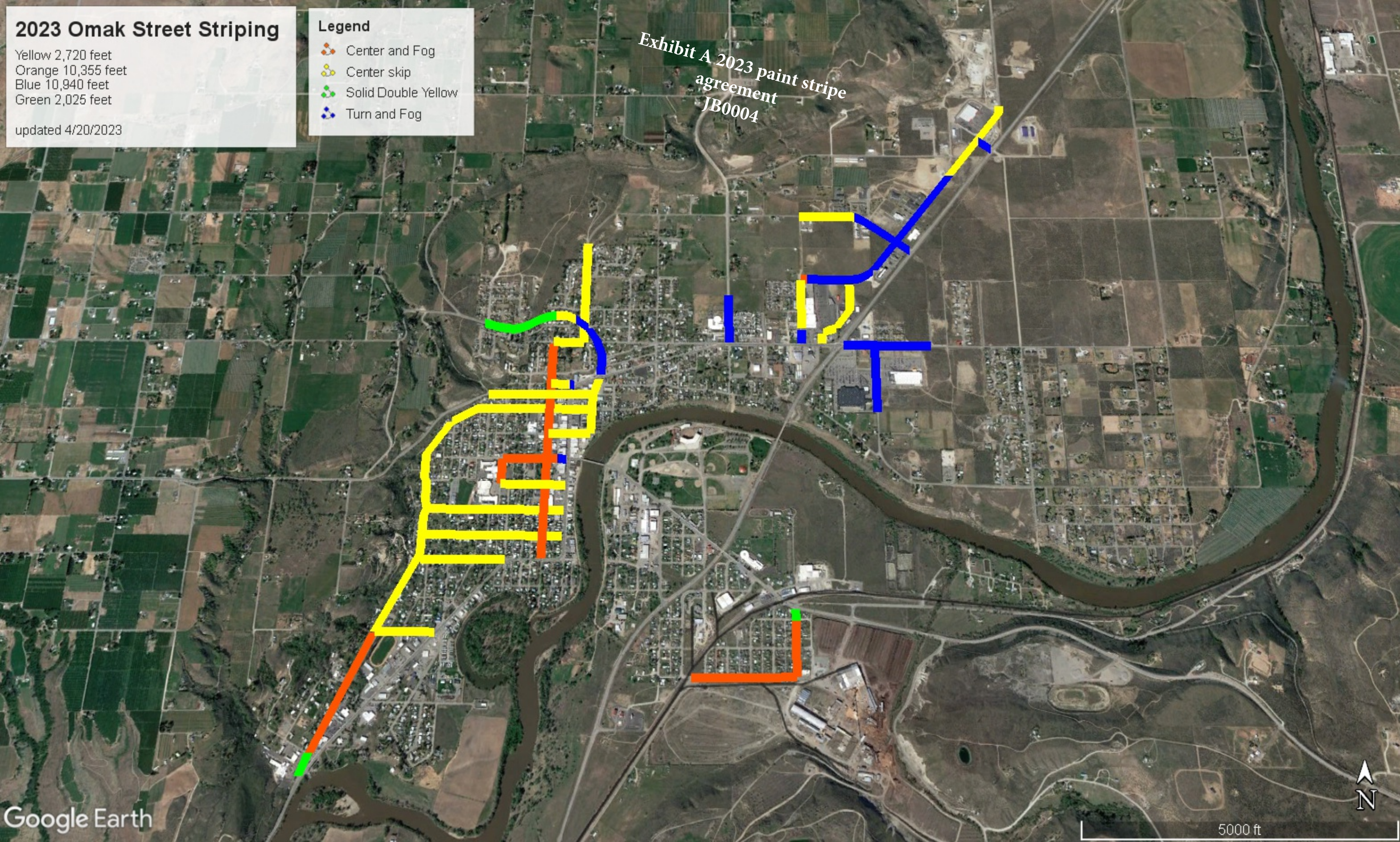
2023 Omak Street Striping

Yellow 2,720 feet
Orange 10,355 feet
Blue 10,940 feet
Green 2,025 feet

updated 4/20/2023

- Legend**
- Center and Fog
 - Center skip
 - Solid Double Yellow
 - Turn and Fog

*Exhibit A 2023 paint stripe
agreement
JB0004*



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Daniel Christensen
Chief of Police

Date: June 5, 2023

Subject: **Resolution 58-2023** Approving the purchase from WRAP Technologies.

The attached Resolution **58-2023**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF BOLA WRAP DEVICES** is forwarded for your consideration.

The purchase of these devices will enhance our less lethal options on force engagements. This quote includes 3 devices, 25 Cassettes, and 5 holsters to begin deployment for our Police Patrol. These items will provide alternatives to the use of force that has been mandated by the Washington State Legislature codified in RCW 43.101.455(2)(f).

Officer Schaefer has been certified as an instructor along with Officer Schrable and gives the members of our City options on an ever increasing engagement with persons suffering from mental health issues, substance abuse issues, and co-occurring issues. These devices will also help with other law enforcement engagements that will provide options to the use of force for our patrol officers.

This Purchase total is listed in **Exhibit A**.

As part of the Omak Police Departments budget proposal these technologies were included.

I support this Resolution and recommend its approval.

RESOLUTION NO. 58-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF WRAP TECHNOLOGY DEVICES

WHEREAS, the Chief of Police has evaluated less lethal force options for the Omak Police Department; and

WHEREAS, the equipment, Bola Wrap, is available through ProForce Law Enforcement; and

WHEREAS, this purchase will provide the department with alternative options for force in particular for persons suffering from mental health and substance use engagements with the police in addition to other law enforcement engagements; and

WHEREAS, the Washington State legislature has required police departments to adopt training and equipment in the duty of care standards outlined in RCW 43.101.455; and

WHEREAS, ProForce Law Enforcement is the sole source authorized distributor for Wrap Technologies.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of 3 Bola Wrap, holsters, and cassettes from ProForce Law Enforcement, a copy of the quote attached hereto, as Exhibit "A" is hereby approved for purchase. 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.

DATED this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

| | | |
|-----------|-----------|------|
| O R D E R | QUOTE# | PAGE |
| | 651325 | 1 |
| Q U O T E | SHIP DATE | |
| | A.S.A.P. | |

SOLD
TO

OMAK POLICE DEPARTMENT
 PO BOX 569
 OMAK WA 98841

SHIP
TO

OMAK POLICE DEPARTMENT
 ATTN: SHANE SCHAEFER
 8 N ASHE STREET
 OMAK WA 98841

509-826-0116

| JOB # | ORD. DATE | CUST.# | LOC. | SALESMAN | SHIP VIA | FRT. |
|-------|-----------|--------|------|--------------|-----------------|------|
| NA | 05/24/23 | 007361 | A | MIKE RUSSELL | FX G-FOB ORIGIN | |

| QTY. ORDER | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|--|--|------------|--------------|-----------|
| 3 | 15021 WRP BW 150 YLW W/LSR ***ALLOCATED*** | 1,299.99 | EA .00 | 3,899.97 |
| 25 | 15030 WRP BW 150 CASSETTE BLK ***ALLOCATED*** | 38.99 | EA .00 | 974.75 |
| 5 | 15050 WRP BW 150 BHP HLST W/BLT CLIP ***ALLOCATED*** | 69.95 | EA .00 | 349.75 |
| <p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or</p> | | | | |

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

| | | |
|-----------|-----------|------|
| O R D E R | QUOTE# | PAGE |
| | 651325 | 2 |
| Q U O T E | SHIP DATE | |
| | A.S.A.P. | |

SOLD
TO

OMAK POLICE DEPARTMENT
 PO BOX 569
 OMAK WA 98841

SHIP
TO

OMAK POLICE DEPARTMENT
 ATTN: SHANE SCHAEFER
 8 N ASHE STREET
 OMAK WA 98841

509-826-0116

| JOB # | ORD. DATE | CUST.# | LOC. | SALESMAN | SHIP VIA | FRT. |
|-------|-----------|--------|------|--------------|-----------------|------|
| NA | 05/24/23 | 007361 | A | MIKE RUSSELL | FX G-FOB ORIGIN | |

| QTY. ORDER | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|---------------|---|------------|--------------|-----------|
| | <p>its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to danny.gonzales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>Date: _____ P.O.: _____</p> <p>Signature: _____</p> | | | |

| | |
|--|---|
| <p>COMMENT FOR: SHANE SHAEFER UPDATED 05/30/23 BY JOHN GALL FOR DANNY GONZALES</p> <p>TERMS DUE NET 30 DAYS</p> | <p>SALES AMOUNT 5,224.47</p> <p>HANDLING 65.00</p> <p>8.400% SALES TAX 444.32</p> <p>SUB TOTAL 5,733.79</p> |
|--|---|



1817 West 4th Street, Tempe, Arizona 85281 • Phone: +1.602.451.8597 • Fax: +1.775.719.5370 • Nasdaq: WRTC

September 30th, 2020

To Whom It May Concern:

Please accept this correspondence as confirmation that Proforce Law Enforcement is the sole authorized distributor for Wrap Technologies products in Arizona.

Proforce Law Enforcement
Dan Rooney
Dan.rooney@proforceonline.com

Wrap Technologies is a public company listed on Nasdaq, Symbol WRTC. Our corporate office is located at L8L7 W 4th Street Tempe, Arizona 85281.

Please contact me at the number listed below if you have questions or need further verification on this matter.

Sincerely,

Stacie Sundberg

Stacie Sundberg
Director, Sales Operations
Wrap Technologies Inc.
602-451-8597
ssundberg@wraptechnologies.com



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

Date: May 30, 2023

PROFORCE LAW ENFORCEMENT

2625 Stearman Road, Ste A
Prescott, AZ 86301

TO WHOM IT MAY CONCERN:

Our department / agency is purchasing the following firearm(s) for official department use only. I certify that the firearm(s) purchased are not for transfer or resale.

The firearm(s) to be purchased is/are listed below:

Agency ORI# WA0240300

| Quantity | Manufacturer | PART NUMBER | SIGHT TYPE | DESCRIPTION |
|----------|-------------------|----------------|------------|------------------|
| 3 | Wrap Technologies | WRP BW 150 YLW | LSR | Bola Wrap device |
| | | | | |
| | | | | |
| | | | | |

Daniel J. Christensen / Chief of Police
Printed or Typed Name of Department Chief



Signature of Department Chief, Sheriff or Equivalent Above

Please Ship To: Omak Police Department, POB 72, 8 North Ash Street, Omak WA 98841

Respectfully,


Daniel J. Christensen
Chief of Police

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: June 5, 2023

Subject: **Resolution No. 59-2023** Approving Amendment No. 2 to the professional services agreement with Gray and Osborne Inc.

The Attached Resolution: 59-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR JULIA MALEY PARK WELL TREATMENT DESIGN**, is forwarded for your consideration.

This resolution will amend the contract with G&O to design the Julia Maley Park Well Treatment facility. The well was drilled in 2016 and equipped in 2018. The well has a capacity of 800 GPM. It was discovered that it will need and water treatment facility to maintain safe MCL levels.

This is for additional cost for design to determine additional cost to lower the tank into the ground to reduce the overall height of the tank in the residential area. The height of the tank originally proposed was 20 feet tall. This was discussed with the Council committee in two separate meetings.

I support this Resolution and recommend its approval.

RESOLUTION NO. 59-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR JULIA MALEY PARK WELL TREATMENT DESIGN

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 39-2023; and

WHEREAS, it is necessary to secure professional engineer consulting services for the design of the Julia Maley Park Well Treatment Facility; and

WHEREAS, the Public Works Department requested additional design services; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$11,002 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 2 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this _____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) April 3, 2023, for additional services related to the On-Call Engineering Services.

City of Omak – Julia Maley Park Well Treatment Design

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for additional design services for the Julia Maley Park Well Treatment Design project for a not-to-exceed budget of \$11,002.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 5/24/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK JULIA MALEY PARK WELL TREATMENT DESIGN ADDITIONAL ENGINEERING SERVICES

This Scope of Work presents the professional engineering services requested by the City of Omak for additional engineering analysis for the Julia Maley Park Well Treatment Design project. It is our understanding that the City requests consideration of a partially-buried solids settling tank in lieu of an at-grade tank for the proposed treatment facility.

It is our understanding that the City has secured Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) loan funds for this work.

Gray & Osborne is pleased to provide this scope of work and budget proposal to complete the additional design services. The scope of work to be provided by Gray & Osborne would include the work shown below.

SCOPE OF WORK

Task 1 – Geotechnical Engineering Services

This task will include the following additional geotechnical engineering services by our preferred geotechnical sub-consultant, PanGEO Inc.:

- A. Drill one test boring near the proposed tank to evaluate the subsurface for foundation design. The test boring will be drilled to a maximum depth of approximately 40 feet. Standard penetration tests will be performed in the test boring to evaluate the density of the site soils.
- B. Soils analysis.
- C. Engineering analysis incorporated into summary report.
- D. Post report consultation as required.

Deliverables

- 1. Final Geotechnical Analysis Report (.pdf format).

Assumptions

- 1. The City will coordinate the work and pay all costs associated with any cultural and/or archaeological observations required during geotechnical site work.

2. Utility locations will be coordinated by Gray & Osborne in conjunction with the City, and will be completed by the Utility Location Service (One Call) and/or City staff. An outside contractor will not be used to locate on-site utilities.
3. Potholing or existing utility verification is not included in this scope of work.
4. The City will provide access to the site for the duration of the geotechnical investigation work.

Task 2 – Structural Design

This task will include additional engineering services required for analysis and design of a partially-buried solids settling tank in lieu of an at-grade tank.

Construction administration and inspection services are not included in the scope of work. A separate amendment for construction administration and inspection services will be prepared for City approval once the construction contract is awarded.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee is as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Omak - Julia Maley Park Well Treatment Design
Additional Engineering Services*

| Tasks | Principal Hours | Project Manager Hours | Civil Eng. Hours | Structural Eng. Hours |
|---|--------------------|-----------------------------|---------------------|-----------------------------|
| 1 Geotechnical Engineering Services** | | | | |
| 2 Structural Design | 1 | 1 | 1 | 2 |
| Hour Estimate: | 1 | 1 | 1 | 2 |
| Fully Burdened Billing Rate Range:* | \$150 to \$235 | \$140 to \$235 | \$115 to \$155 | \$115 to \$210 |
| Estimated Fully Burdened Billing Rate:* | \$210 | \$190 | \$170 | \$180 |
| Fully Burdened Labor Cost: | \$210 | \$190 | \$170 | \$360 |

| | |
|---|------------------|
| Total Fully Burdened Labor Cost: | \$ 930 |
| Direct Non-Salary Cost: | |
| Mileage & Expenses (Mileage @ current IRS rate) | \$ - |
| Subconsultant: | |
| PanGEO Inc.** | \$ 9,156 |
| Subconsultant Overhead (10%) | \$ 916 |
| TOTAL ESTIMATED COST: | \$ 11,002 |

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

May 22, 2023
File No. P-8465

Mr. Dave Ellis, P.E.
Gray & Osborne, Inc.
180 Iron Horse Ct,
Yakima, WA 98901

Subject: Proposal for Supplemental Test Boring
Julia Maley Well Arsenic Treatment
Omak, Washington

Dear Mr. Ellis,

Attached please find our supplemental proposal to provide geotechnical services for the proposed improvements in the City of Omak, Washington, at the City's existing facility located immediately north of the Julia Maley Park. Our initial scope work was outlined in our proposal dated January 6, 2023 for a proposed fee of \$6,043. The scope of the design has changed, and the reservoir footing will be deeper than originally anticipated. Hence, we propose drilling one test borings to 40 feet deep with standard penetration tests, to evaluate deeper soil strata for foundation design. The test boring will be backfilled after its completion.

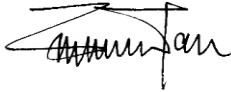
The test boring will be completed at the same time as previously proposed test pits outlined in our proposal dated January 6, 2023. The results from the test boring will be incorporated into the geotechnical engineering report.

The additional cost to complete the test boring is \$9,156, which includes approximately \$8,700 for our driller, and \$456 for additional PanGEO labor cost. With the supplemental budget of \$9,156, and the initial estimated budget of \$6,043 from our 1/6/2023 proposal, our total proposed fee is \$15,199.

Proposal for Supplemental Test Boring
Julia Maley Well Arsenic Treatment, Omak, Washington
May 22, 2023

Please call should you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Siew L. Tan". The signature is written in a cursive style with a horizontal line above the name.

Siew L. Tan, P.E.
Principal Geotechnical Engineer