

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, May 6, 2024 – 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 April 15, 2024
2. Approval of 2024 Claims and April '24 Payroll

**F. OLD BUSINESS**

1. Res. 40-2024 – Amend City of Omak Fee Schedule 2024

**G. NEW BUSINESS**

1. CUI (Crime Impact Unit) Briefing – Chief Christensen
2. Jazmine Martinez – OBHC – Jail Transitions Services Program Presentation
3. Res. 41-2024 – Accept Law Enforcement Technology Grant from
4. Res. 42-2024 – Approve Purchase of Three Flock LPR Cameras
5. Res. 43-2024 – Appr. Professional Services Agr. with Kimley-Horn
6. Res. 44-2024 – Appr. Reimbursable Agr. with Okanogan County
7. Res. 45-2024 – Amend the City of Omak Personnel Policy
8. Ord. 1941 – Approve the Annexation of Real Property
9. Ord. 1942 – Amend the 2024 Non-Union Salary Schedule

**H. 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](http://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](mailto:clerk@omakcity.com) for assistance.

---

## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Finance Department

**Date:** May 6, 2024

**Subject:** Resolution 40-2024 – Amending City of Omak Fee Schedule for 2024

The attached Resolution No. 40-2024, Amending Resolution 01-2024, City Fee Schedule for Fiscal Year 2024, is forwarded to you for your consideration.

When revising the format for the City of Omak Fee Schedule in 2023, a clerical error was made in the total valuation within the Building Permit and Plan Review Fee Schedule (a) (8) in the 2024 adopted fee schedule. This error is corrected by this amendment. Clarification was also made in the verbiage for commercial sewer winter actual and summer average.

This Resolution was Tabled during the April 15<sup>th</sup> Council meeting over concerns of pool permitting fee's. This resolution was brought to committee for recommendation. Resolution 40-2024 has been revised to exclude specific fee's for pool permitting.

I support this Resolution and urge its adoption.

2024 Fee Schedule  
Resolution 40-2024  
April 15, 2024

**RESOLUTION NO. 40-2024**

**A RESOLUTION FOR THE CITY OF OMAK AMENDING THE CITY FEE SCHEDULE BY ADDING AND CORRECTING FEES IN BUILDING PERMIT AND PLAN REVIEW FEES**

**WHEREAS**, the City Council of the City of Omak sets the fees for permits and/or services; and,

**WHEREAS**, the City Council established the Fee Schedule for 2024 and effective dates for various fees by passage of Resolution No. 01-2024 on January 2, 2024; and

**WHEREAS**, when revising the format for the City of Omak Fee Schedule in 2023, a clerical error was made in the total valuation within the Building Permit and Plan Review Fee Schedule (a) (8) in the 2024 adopted fee schedule; and

**WHEREAS**, because the fee schedule is being amended, reference to fences that are seven feet and above and clarification in the verbiage for commercial sewer “winter actual” and “summer average” was included.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, do hereby amend the **City of Omak Fee Schedule** attached to this Resolution as Exhibit “A”:

**Section 1.** Resolution No. 01-2024 is hereby repealed the day after this Resolution passes.

**PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

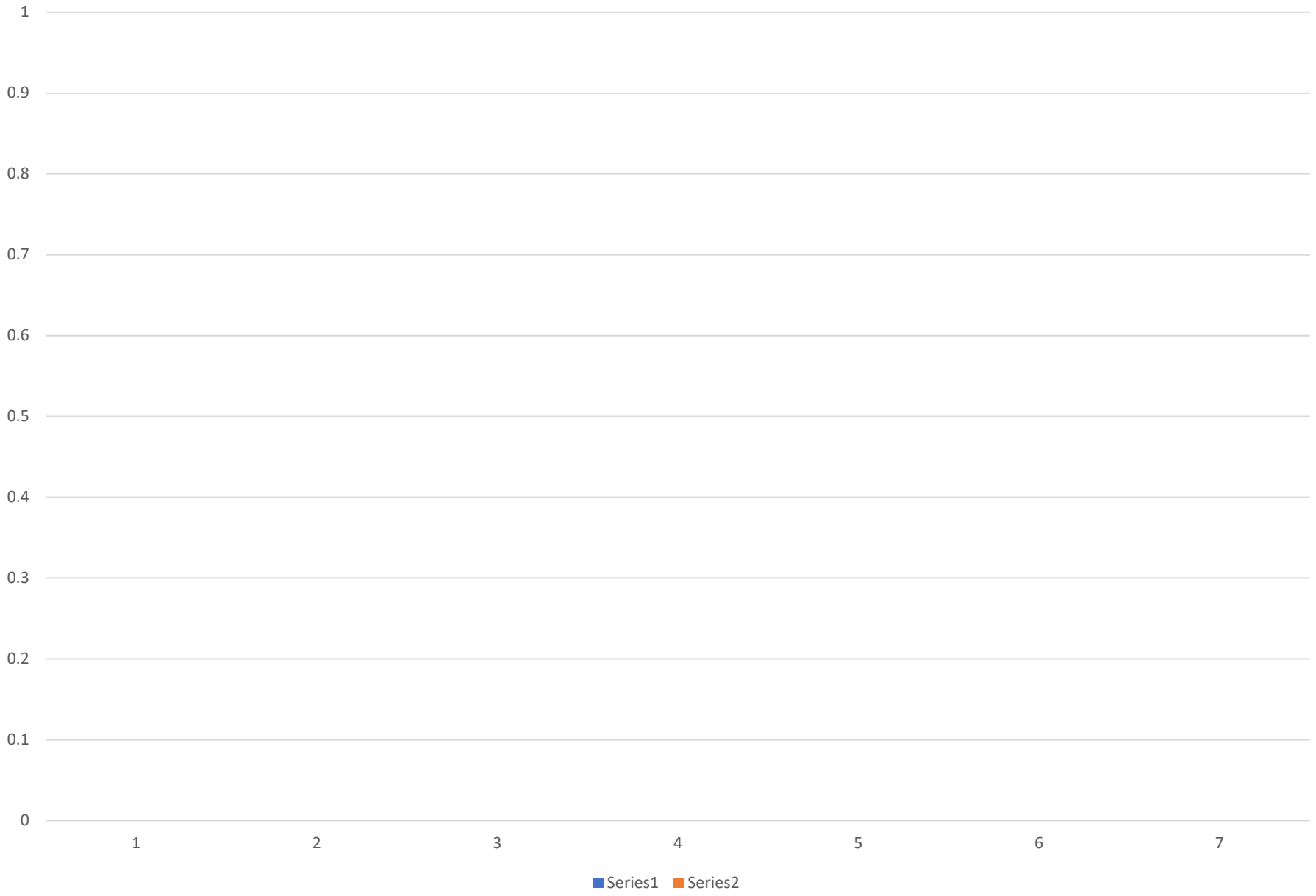
**ATTEST:**

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

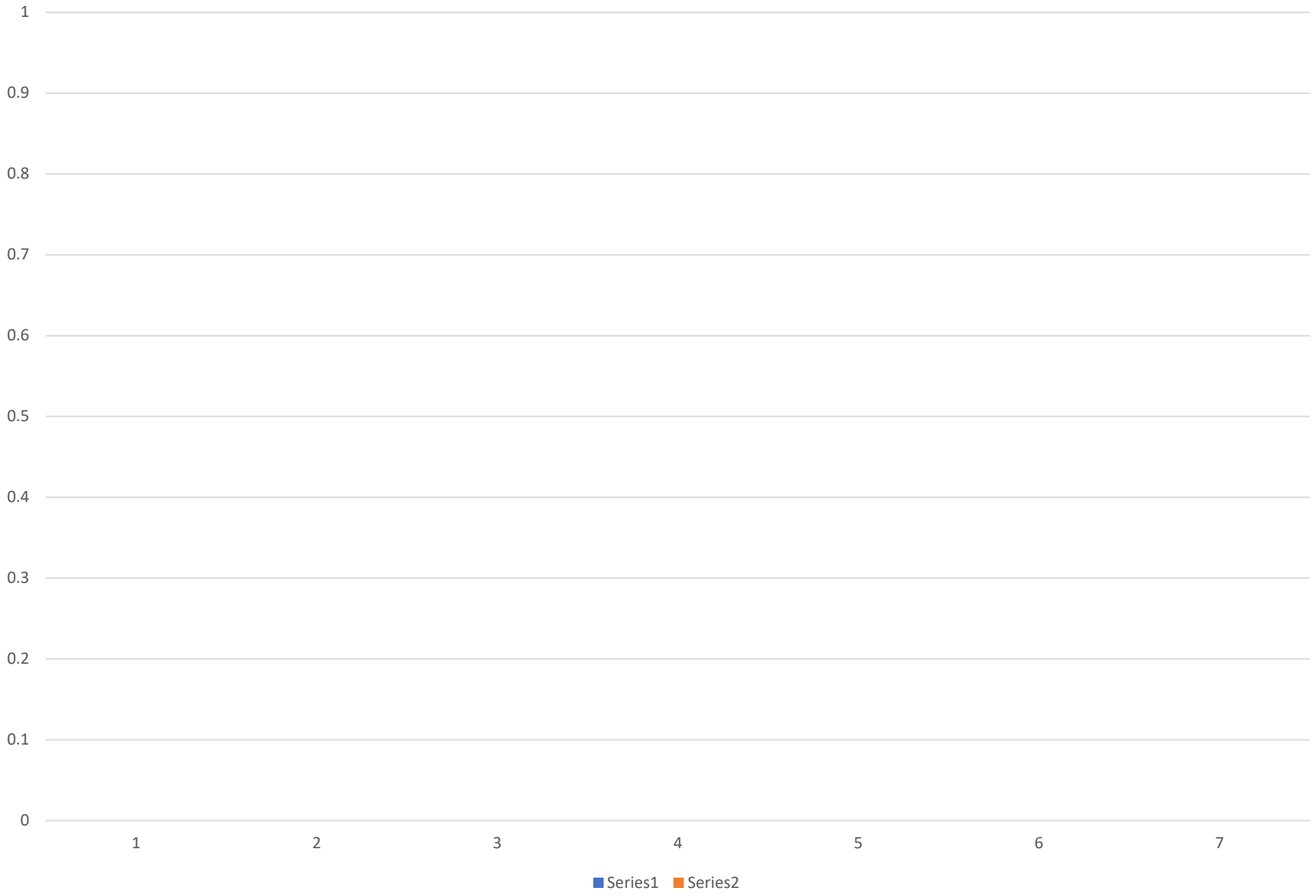
**APPROVED AS TO FORM:**

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

# Chart Title



# Chart Title



<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>ADULT ENTERTAINMENT BUSINESS LICENSES</b>				
<b>a) Adult Entertainment Business License Fees</b>				
1) Application Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
2) Adult Cabaret   Annual License	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3) All other   Annual License	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>AIRPORT FEES</b>				
<b>a) Airport Tie Down Fees</b>				
1) Non- Commercial   Light Single and Twin Based Aircraft   *Monthly	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
2) Commercial   *Weekly	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
3) Non-Uniform Space   *Weekly (Per SQ Feet)	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
<i>*Landing fees are included in the tie down rates*</i>				
<b>b) Hanger Lease Rate (\$ .10 per SQ Ft. Per Year Minimum of \$20.00 Per Month)</b>				
1) Hanger Lease	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
<b>c) Fuel</b>				
1) 100LL   *Whole sale price including taxes plus \$.50 Per Gallon	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
2) Jet A   *Whole sale price including taxes plus \$1.00 Per Gallon	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
3) Fuel Flowage Fee   *\$.10 charge Per Gallon	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
<b>d) Commercial Scheduled Carriers Landing Fee   *Monthly</b>				
1) Commercial Landing Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>e) After Hours Call Out to Fuel   \$60/Hour - Minimum of 2 hours</b>				
	\$ -	\$ -	\$ -	\$ 120.00
<b>ANIMAL ABUSE FEES</b>				
<b>a) Inflicts unnecessary suffering or pain upon an animal</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>b) Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure.</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Abandons the animal</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>ANIMAL FEES</b>				
<b>a) Impound Fees</b>	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>b) Boarding Fee Per Day</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>c) Redemption Fee for Animals Other than Dogs   *Actual cost of Impound + \$60.00 per day</b>	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
<b>d) Animal Licenses - Neutered   Spayed</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>e) Animal Licenses - Unneutered   Unspayed</b>	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>f) Animal Licenses - Neutered   Spayed   Owner 60 year of age or older</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>g) Dangerous Dog License</b>	\$ -	\$ -	\$ 300.00	\$ 300.00
<b>h) "Animal Fancier Permit"   Non-Refundable Application Fee</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>i) "Animal Fancier Permit"   Issuance Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>j) Late Animal License Fee   Purchased after January 31st</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>k) Replacement License</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>ANIMAL VIOLATIONS</b>				
<b>a) Failure to license animal   1st Offense</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>b) Failure to license animal   2nd Offense</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Failure to license animal   All Subsequent Violations</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>d) Misuse of License Tag</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>e) Animal at Large   1st Offense</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>f) Animal at Large   2nd Offense</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>g) Animal at Large   All subsequent Violations</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>h) Dog Charging</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>i) Dog Chasing Vehicles</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>j) Animal Destroying Private Property</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>k) Animal Scattering Refuse</b>	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>l) Animal Depositing Fecal Matter</b>	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>m) Dog Biting   1st Offense</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>n) Dog Biting   All Subsequent Violations</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>o) More than two dogs at residence w/out "Animal Fancier Permit"   \$150.00 Per Excess Dog</b>	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>p) More than three dogs at residence with "Animal Fancier Permit"   \$150.00 Per Excess Dog</b>	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>q) More than three cats at residence (Per Cat)</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>r) Public Nuisance (bark/whine)</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>s) Allowing Vicious Dog/Animal at Large</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>AUDITOR FILING FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<i>** Cost set by Okanogan County</i>				
<b>BANK FEES   NSF CHECK FEES (Including Invoice Cloud Rejects)</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<i>** In addition, if two (2) NSF checks from the same party are received for payment of any City service within a 6 month period, the customer will not be allowed to pay for any City services by check for a period of three (3) years.</i>	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
<b>BICYCLE REGISTRATION ** For lifetime of bicycle</b>				
<i>** If bicycle is impounded, registration must be purchased before it is returned.</i>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Total Valuation</b>				
1) \$1.00 to \$500.00	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
2) \$501.00 to \$2,000.00	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
<i>**\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</i>				
3) \$2001.00 to \$25,000.00	\$ 69.25	\$ 69.25	\$ 69.25	\$ 69.25
<i>**\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00</i>				
4) \$25,001.00 to \$50,000.00	\$ 391.25	\$ 391.25	\$ 391.25	\$ 391.25
<i>**\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00</i>				
5) \$50,001.00 to \$100,000.00	\$ 643.75	\$ 643.75	\$ 643.75	\$ 643.75
<i>**\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00</i>				
6) \$100,001.00 to \$500,000.00	\$ 993.75	\$ 993.75	\$ 993.75	\$ 993.75
<i>**993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</i>				
7) \$500,001.00 to \$1,000,000.00	\$ 3,233.75	\$ 3,233.75	\$ 3,233.75	\$ 3,233.75
<i>**\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00</i>				
<b>BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
8) \$1,000,001.00 and Up	\$ 5,608.75	\$ 5,608.75	\$ 5,608.75	\$ 5,608.75
<i>**\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional <del>\$1,000,000.00</del> \$1,000.00 or fraction thereof.</i>				
<b>b) Inspections outside of normal business hours   (minimum charge - two (2) hours)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>c) Re-inspection fees assessed for work required to be corrected by prior correction notice and not completed   \$50.00 Per Hour</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>d) Inspections for which no fee is specifically indicated   (minimum charge - one half hour)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>e) Additional Plan review required by changes, additions or revisions to plans   (minimum charge - one half hour)</b>	50 per hour	50 per hour	50 per hour	50 per hour
<b>f) Plan Review Fee - Commercial Building Permit: A plan review fee of 65% of the above building permit fee shall be added to the cost of each commercial building permit</b>	65% of building permit fee	65% of building permit fee	65% of building permit fee	65% of building permit fee
<b>g) Plan Review Fee - Residential Building Permit: A plan review fee of 25% of the above building permit fee shall be added to the cost of each residential building permit.</b>	25 % of building permit fee	25 % of building permit fee	25 % of building permit fee	25 % of building permit fee
<b>h) Third Party Review Fee (i.e., Sprinkler/alarm systems, utilities)</b>	Actual Costs	Actual Costs	Actual Costs	Actual Costs
<b>BUSINESS REGISTRATION FEE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) New license Registration fee</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>b) Annual Renewal</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>CEMETERY FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Grave Fees</b>				
1) Adult Grave	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
2) Infant Grave	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
3) Creains Grave	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>b) Opening &amp; Closing Fees</b>				
1) Adult Grave	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
2) Infant Grave	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
3) Creains Grave	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>c) Opening &amp; Closing (Burials on Saturday, Sunday, Holiday or Less than 48 hour notice)</b>				
1) Adults	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2) Infants	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
3) Creains	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
<b>d) Extra charge for Winter burial</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>e) Headstone Setting Fees</b>				
1) 16" x 36"	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
2) 12" x 24"	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
3) 8" x 16"	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>f) Metal Receptacle for flowers</b>	20 plus tax	20 plus tax	\$20 plus tax	\$20 plus tax
<b>COPIES OF CITY RECORDS</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Audio Tape</b>	Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
<b>b) Comprehensive Plans (Includes park, water, sewer, shoreline, capital facilities, etc.)</b>	Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
<b>c) Records scanned into electronic format (per page)</b>			\$ 0.10	\$ 0.10
<b>d) Electronic files or attachments uploaded to an email, cloud storage service, or other electronic delivery system (per each four files or attachments)</b>			\$ 0.05	\$ 0.05
<b>e) Transmitting records electronically (per gigabyte)</b>			\$ 0.10	\$ 0.10
<b>f) Digital storage media or device (DVD, CD, drive, flash drive, and other similar items)</b>	Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
<b>g) Ordinance &amp; Resolutions - First copy</b>	No charge	No charge	No charge	No charge
<b>h) Copies   *All departments</b>	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each
<b>i) Copies of public records maintained on paper or maintained electronically and printed on paper (per page)</b>			\$ 0.15	\$ 0.15
<b>j) Photographs &amp; Nonstandard copies</b>	Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
<b>k) Postage or delivery charges including packing materials, envelopes &amp; containers</b>			Actual Cost	Actual Cost
<b>l) Records copied by an outside vendor. An outside vendor may be used due to volume, current work load of city staff, unique nature of the request, or any other reason</b>			Actual Cost	Actual Cost
<b>m) Use of information technology expertise to prepare data compilations, or to provide customized electronic access services</b>			Actual Cost	Actual Cost
<b>DANCE PERMIT</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>DEMOLITION PERMIT FEE</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>FENCING PERMIT - 7' AND ABOVE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>** Fee based upon evaluation and Permit Fee from Building Permit &amp; Plan Review Schedule</b>	\$ -	\$ -	\$ -	\$ -
<b>FILL AIR BOTTLES BY FIRE DEPARTMENT</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) 30 Minute Low Air Pressure Bottle</b>	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
<b>b) 45 to 60 Minutes High Air Pressure Bottle</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>c) SCUBA Bottles</b>	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>d) Large Bottles for Cascade Systems</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00



<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>FIRE PERMITS</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Aerosol Products	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
b) Aircraft Refueling Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
c) Aircraft Repair Hangar	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
d) Asbestos Removal	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
e) Automobile Wrecking Yard	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
f) Battery Sys - Install/Operate Stationary Lead - Acid Battery System	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
g) Bowling Pin or Alley Refinishing	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
h) Burn Permits	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
i) Carnivals & Fairs	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
j) Cellulose Nitrate Film Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
k) Cellulose Nitrate Storage (More than 25 LBS)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
l) Combustible Fiber Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
m) Combustible Material Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
n) Commercial Rubbish Handling Operation	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
o) Compressed Gases	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
p) Cryogenics	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
q) Dry Cleaning Plants	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
r) Dust Producing Operation	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
s) Explosives or Blasting Agents	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
t) Fireworks	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
u) Flammable Liquid Pipeline Operation or Excavation	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
v) Flammable or Combustible Liquid/Tank	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
w) Fumigation or Thermal Insecticide	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
x) Garages - Repair Motor Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
y) Hazardous Material	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
z) High-Piled Combustible Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
aa) Junkyards	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ab) Liquefied Petroleum Gases	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ac) Lumberyards	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ad) Magnesium Working	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ae) Matches - Manufacture/Storage	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
af) Open Flame Device for Maintenance	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ag) Organic Coats	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ah) Ovens- Industrial Baking or Drying	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ai) Parade Floats	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
aj) Radioactive Materials	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ak) Refrigeration Equipment	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>FIRE PERMITS</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
am) Spraying or Dipping	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
an) Tank Vehicles	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ao) Tents   Canopies & Temporary Membrane	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ap) Tire Recapping	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
aq) Tire Storage (Excess of 1,000 cu ft)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
ar) Waste Material Handling Plant	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
as) Welding & Cutting Operations	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
at) Wood Products	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
au) Floor Dry - Per 25 LBS Bag	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
av) Containment Boom - 3" x 20'	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
aw) Absorbent Pads - 18' x 18"	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
ax) Various - Foam per Gal	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>LAND USE FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>** (PLUS ACTUAL COST FOR HEARING EXAMINER PUBLICATION   FILING FEES ALL FEES NON REFUNDABLE)</b>				
a) Annexation Petition	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
b) Appeal Fee Processing (In addition to all incurred actual costs)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
c) Binding Site Plan	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
d) Boundary Line Adjustment	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>e) Comprehensive Plan Amendment - Application Fee</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>f) Conditional Use Permit - Application Fee</b>	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
<b>g) Deviations</b>	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>h) Large lot Segregation Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>i) Large lot Segregation Completed Application Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>j) Parcel Consolidation</b>	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
<b>k) Planned Development</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>l) SEPA Checklist - DNS - Processing</b>	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
<b>m) Shoreline Plan conditional use permit</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>n) Shoreline Plan - Statement of Exemption</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>o) Shoreline Plan - Substantial Development Permit</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>p) Shoreline Plan - Variance Permit</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>q) Short Plat Subdivision Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>r) Short Plat Subdivision Completed Application Fee</b>	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>s) Short Plat Subdivision per Lot</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>t) Street Petition to Vacate Right-of-Way   Easement</b>	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
<b>u) Regular Subdivision Process Fee</b>	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>v) Regular Subdivision Completed Application Fee</b>	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
<b>w) Regular Subdivision per Lot Fee</b>	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
<b>x) Vacations for Planned Developments, Binding Site Plans &amp; Plats</b>	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
<b>y) Variance to Zoning Code</b>	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
<b>z) Zoning Amendment or Rezone - Application</b>	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>LIBRARY ROOM RENTAL RATE</b>				
<b>a) Library Room Rental (per hour)</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>MECHANICAL PERMIT FEES   *Permit Issuance and Heaters</b>				
<b>a) For the issuance of each mechanical permit</b>	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
<b>b) Issuance for Supplemental Permit which the original has not expired, cancelled nor finalized</b>	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
<b>MECHANICAL PERMIT FEES   UNIT FEE SCHEDULE <i>**DOESN'T INCLUDE PERMIT ISSUING FEE**</i></b>				
<b>a) Furnace</b>				
1) For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/H (29.3kW)	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80
2) For the installation or relocation of each floor furnace, including the vent	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
3) For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
<b>b) Appliance Vents</b>				
1) For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
<b>c) Repairs or Additions</b>				
1) For the repair or alteration, addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 13.70	\$ 13.70	\$ 13.70	\$ 13.70
<b>d) Boilers, Compressors and Absorption Systems</b>				
1) For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW), or each absorption system to and including 100,000 BTU/H (29.3kW)	\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70
2) For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW), or each absorption system over 100,000 BTU/H (29.3kW) to and including 500,000 BTU/H (146.6kW)	\$ 27.15	\$ 27.15	\$ 27.15	\$ 27.15
3) For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW), or each absorption system over 500,000 BTU/H (146.6kW) to and including 1,000,000 BTU/H (293.1kW)	\$ 37.25	\$ 37.25	\$ 37.25	\$ 37.25
4) For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW), or each absorption system over 1,000,000 BTU/H (293.1kW) to and including 1,750,000 BTU/H (512.9kW)	\$ 55.45	\$ 55.45	\$ 55.45	\$ 55.45
5) For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 BTU/H (512.9kW)	\$ 92.65	\$ 92.65	\$ 92.65	\$ 92.65
<b>e) Air Handlers</b>				
1) For each air handling unit to and including 10,000 cubic feet per minute (4719 L/S), including ducts attached thereto.	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<i>**This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>				

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
2) For each air-handling unit over 10,000 cfm (4719 L/S)	\$ 18.10	\$ 18.10	\$ 18.10	\$ 18.10
<b>f) Evaporative Coolers</b>				
1) For each evaporative cooler other than the portable type	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<b>MECHANICAL PERMIT FEES   UNIT FEE SCHEDULE <i>**DOESN'T INCLUDE PERMIT ISSUING FEE**</i></b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>g) Ventilation and Exhaust</b>				
1) For each ventilation fan connected to a single duct	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
2) For each ventilation system which is not a portion of any heating or air condition system authorized by a permit	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
3) For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
<b>h) Incinerators</b>				
1) For the installation or relocation of each domestic-type incinerator	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
2) For the installation or relocation of each commercial or industrial-type incinerator	\$ 14.50	\$ 14.50	\$ 14.50	\$ 14.50
<b>i) Miscellaneous</b>				
1) For each appliance or piece of equipment regulated by the Mechanical Code but classed in other appliance categories, or for which no other fee is listed in the table	\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
2) When chapter 13 is applicable, permit fees for fuel gas piping shall be for each gas piping system:				
a) For each gas piping system of one to four outlets	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75
b) For each additional outlet exceeding four outlets	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
3) When chapter 14 is applicable, permit fees for process piping shall be as follows:				
a) For each hazardous process piping system (HPP) of one to four outlets	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
b) For each hazardous process piping system of 5 or more outlets, pet outlet	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
c) For each non-hazardous process piping system (NPP) of one to four outlets	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
d) For each non-hazardous process piping system of five or more outlets (per outlet)	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<b>j) Other Inspections and Fees</b>				
1) Inspections outside of normal business hours, per hour (minimum charge - 2 hours)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2) Re-inspected fees assessed under provision of Section 116.6 per inspection	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
3) Inspections for which no fee is specifically indicated, per hour (minimum charge - one half hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
4) Additional plan review required by changes, additions or revisions to plan or to plans for which an initial review has been completed (min charge - one half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall be include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>MOBILE HOME PERMITS</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Single Wide in Mobile Home Park	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
b) Double Wide in Mobile Home Park	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00
c) Triple Wide in Mobile Home Park	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
d) Single Wide on Individual Lot	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
e) Double Wide on Individual Lot	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
f) Triple Wide on Individual Lot	\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00
<b>NOTARY FEE</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Per Document	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>OUTDOOR MOBILE VENDOR APPLICATION</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Per Application	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>PAWNBROKER LICENSE</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Initial Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
b) Annual Fee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
c) Per Employee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>PEDDLER LICENSE</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Peddler License (per year)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>PLUMBING PERMIT FEES (PERMIT ISSUANCE)</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) For Issuing Each Permit	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
b) For Issuing Each Supplemental Permit	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>PLUMBING PERMIT FEES   UNIT FEE SCHEDULE ( IN ADDITION TO ITEMS A&amp;B ABOVE)</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
b) For each building sewer and each trailer park sewer	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
c) Rainwater systems - per drain (inside building)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
d) For each cesspool (where permitted)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
e) For each private sewage disposal system	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
f) For each water heat and/or vent	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
g) For each gas-piping system of one to five outlets	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
h) For each additional gas piping system outlet (after five outlets)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
i) For each industrial waste pre treatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
j) For each installation, alteration or repair of water piping and/or water treating equipment	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
k) For each repair or alteration of drainage or vent piping, each fixture	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
l) For each lawn sprinkler system on any on meter including backflow protection devices therefore	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
m) For atmospheric-type vacuum breakers not including in item 12. (from one to five- each)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
n) For atmospheric-type vacuum breakers not including in item 12. (over five- each)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
o) For each backflow protective device other than atmospheric type vacuum breakers: two inches (51mm) diameter and smaller	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
p) For each backflow protective device other than atmospheric type vacuum breakers: over two inches (51mm) diameter	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
q) For each gray water system	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
r) For initial installation and testing for a reclaimed water system	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
s) For each medical gas piping system serving one to five inlets (outlets for a specific gas)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>OTHER INSPECTIONS AND FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Inspections outside of normal business hours (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
b) Re-Inspection Fee (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
c) Inspections for which no fee is specifically indicated per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
d) Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour) (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>POLICE DEPARTMENT</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Background Check Letter	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
b) Fingerprints two Card Maximum	\$ 10.00	\$ 10.00	\$ 15.00	\$ 24.00
c) Each additional Fingerprint card	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
d) School employee background check (includes postage)	\$ 11.00	\$ 11.00	\$ 11.00	\$ 24.00
e) Paper process service	\$ 20.00	\$ 20.00	\$ 40.00	\$ 50.00
f) Specialized training by state certified instructor (per hour)	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
h) WATCH background check	\$ -	\$ -	\$ 11.00	\$ 11.00
i) Background for CPL - WA State Patrol	\$ -	\$ -	\$ 13.25	\$ 13.25
j) Vehicle impounds (per vehicle)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
k) Return to Court	\$ -	\$ -	\$ 20.00	\$ 20.00
l) Collision Report	\$ -	\$ -	\$ 10.00	\$ 10.00
m) Concealed Pistol License (Original) plus cost of fingerprinting & background	\$ -	\$ -	\$ 36.00	\$ 36.00
n) Concealed Pistol License (Renewal)	\$ -	\$ -	\$ 32.00	\$ 32.00
o) Concealed Pistol License (Late Renewal)	\$ -	\$ -	\$ 42.00	\$ 42.00
p) Concealed Pistol License (Replacement)	\$ -	\$ -	\$ 10.00	\$ 10.00
q) Firearms Dealers License (plus the cost of fingerprinting & background check)	\$ -	\$ -	\$ 125.00	\$ 125.00
r) Levy Rate	\$ -	\$ -	\$ 48.00	\$ 48.00
s) False Alarms (2nd within 6 months)	\$ -	\$ -	\$ 25.00	\$ 25.00
t) False Alarms (3rd within 6 months)	\$ -	\$ -	\$ 50.00	\$ 50.00
u) False Alarms (4th within 6 months)	\$ -	\$ -	\$ 100.00	\$ 100.00
<b>BODY WORN CAMERA FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
a) Video Redaction (per minute)	\$ -	\$ -	\$ 0.65	\$ 0.65
b) Video and Audio Redaction (per minute)	\$ -	\$ -	\$ 0.65	\$ 0.65
c) Audio Redaction (per minute)	\$ -	\$ -	\$ 0.65	\$ 0.65

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>PUBLIC SWIMMING POOL</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2023</b>
<b>a) Swimming Pool Daily Admission</b>				
1) Children under 18 years of age	\$ 2.00	\$ 2.00	\$ 3.00	\$ 3.00
2) Adult (18+)	\$ 3.00	\$ 3.00	\$ 5.00	\$ 5.00
<b>b) Swimming Pool Season Pass</b>				
1) Children under 18 years of age	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
2) Adult (18+)	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
3) Family	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
<b>c) Swimming Lessons</b>				
1) Child and/or Adult	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
2) Without Seasonal Pool Pass	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
<b>d) Pool Rental</b>				
1) One hour (After hours Monday - Saturday Only)	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
2) Two hours (Minimum)	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
3) Four hours	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
<b>** No refunds of Pool Rental Fees will be given if cancelation is less than 2 days prior to reservation **</b>				
<b>RV PARK FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Full hookup (per night)</b>				
1) RV Sites with 30 amp (plus applicable taxes)	\$ 29.82	\$ 29.82	\$ 40.00	\$ 40.00
2) RV Sites with 50 amp (plus applicable taxes)	\$ 23.86	\$ 23.86	\$ 50.00	\$ 50.00
3) RV Sites with 30 amp and a current Good Sam Membership (plus applicable taxes)	\$ 23.86	\$ 23.86	\$ 36.00	\$ 36.00
4) RV Sites with 50 amp and a current Good Sam Membership (plus applicable taxes)	\$ 23.86	\$ 23.86	\$ 45.00	\$ 45.00
<b>b) Tents (per night plus applicable taxes)</b>	\$ 18.12	\$ 18.12	\$ 20.00	\$ 20.00
<b>d) Winter Rates (Rates are plus taxes and per night)</b>				
1) Electrical and Sewer Connection Only (plus applicable taxes)	\$ 25.30	\$ 25.30	\$ 26.00	\$ 26.00
2) Electric & Sewer Connection Only with Current Good Sam Membership (plus taxes)	\$ 22.77	\$ 22.77	\$ 23.40	\$ 23.40
<b>e) RV Reservation Cancelation Fee</b>	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<i>** Customer will receive a full refund less cancelation fee if the cancelation is received atleast 1 day before arrival date. ** No refunds if cancelation is less than 7 days prior to the 1st day of the Stampede Event. A cancelation fee will apply.</i>				
<b>SIGN PERMIT FEES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<i>**Fee based upon evaluation and Permit Fee from Building Permit &amp; Plan Review schedule</i>				
	\$ -	\$ -	\$ -	\$ -
<b>STREET CLOSURES &amp; ROLLING SLOW DOWNS (includes all city streets and state highways)</b>	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00
<b>SWIMMING POOL PERMIT FEE</b>	\$ —	\$ —	\$ —	\$ 200.00
<b>TAXI CAB LICENSE</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Annual License</b>	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<b>b) After July 1st (per cab &amp; 1/2 the year)</b>	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>c) Chauffeur Fee (per Vehicle)</b>	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>UTILITY SERVICES   GARBAGE COLLECTION RATES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Residential Service description per month</b>				
1) One 20 Gal Mini Can (Only for customers 65 years of age or older)	\$ 10.75	\$ 11.07	\$ 11.96	\$ 12.32
2) 35 Gal Cart (Low income seniors)	\$ 11.11	\$ 11.44	\$ 12.36	\$ 12.73
3) 35 Gal Cart	\$ 13.41	\$ 13.81	\$ 14.91	\$ 15.36
4) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 18.81	\$ 19.37	\$ 20.92	\$ 21.55
5) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 23.57	\$ 24.28	\$ 26.22	\$ 27.01
6) Occasional Extra (per unit)	\$ 3.83	\$ 3.94	\$ 4.26	\$ 4.39
7) 15' to 50' Carryout Charge	\$ 5.09	\$ 5.24	\$ 5.66	\$ 5.83
8) 50' to 100' Carryout Charge	\$ 8.45	\$ 8.70	\$ 9.40	\$ 9.68
<b>b) Commercial Service Description Pickup One Time (per week)</b>				
1) 35 Gal Cart	\$ 14.42	\$ 14.85	\$ 16.04	\$ 16.52
2) 65 Gal Cart (Maximum weight of 95 LBS)	\$ 18.97	\$ 19.54	\$ 21.10	\$ 21.73
3) 95 Gal Cart (Maximum weight of 130 LBS)	\$ 23.74	\$ 24.45	\$ 26.41	\$ 27.20
4) Occasional Extra (per unit)	\$ 3.83	\$ 3.94	\$ 4.26	\$ 4.39
5) 15' to 50' Carryout Charge	\$ 5.09	\$ 5.24	\$ 5.66	\$ 5.83
6) 50' to 100' Carryout Charge	\$ 8.45	\$ 8.70	\$ 9.40	\$ 9.68

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>c) Commercial Service Description Pickup Two Times (per week)</b>				
1) 65 Gal Cart ( <i>Maximum weight of 95 LBS</i> )	\$ 36.47	\$ 37.56	\$ 40.56	\$ 41.78
2) 95 Gal Cart ( <i>Maximum weight of 130 LBS</i> )	\$ 45.76	\$ 47.13	\$ 50.90	\$ 52.43
3) Occasional Extra (per unit)	\$ 3.83	\$ 5.24	\$ 5.66	\$ 5.83
4) 15' to 50' Carryout Charge	\$ 10.16	\$ 10.47	\$ 11.31	\$ 11.65
5) 50' to 100' Carryout Charge	\$ 16.90	\$ 17.41	\$ 18.80	\$ 19.36
<b>d) Commercial Service Description Pickup Three Times (per week)</b>				
1) 65 Gal Cart ( <i>Maximum weight of 95 LBS</i> )	\$ 53.82	\$ 55.43	\$ 59.86	\$ 61.66
2) 95 Gal Cart ( <i>Maximum weight of 130 LBS</i> )	\$ 67.91	\$ 69.95	\$ 75.55	\$ 77.82
3) Occasional Extra (per unit)	\$ 3.83	\$ 5.24	\$ 5.66	\$ 5.83
4) 15' to 50' Carryout Charge	\$ 15.24	\$ 15.70	\$ 16.96	\$ 17.47
5) 50' to 100' Carryout Charge	\$ 25.35	\$ 26.11	\$ 28.20	\$ 29.05
<b>UTILITY SERVICES   CONTAINER RATES</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Container Pickup One Time (per week)</b>				
1) One Yard	\$ 82.13	\$ 84.59	\$ 91.36	\$ 94.10
2) 1 ½ Yard	\$ 99.57	\$ 102.56	\$ 110.76	\$ 114.08
3) 2 Yard	\$ 117.05	\$ 120.56	\$ 130.20	\$ 134.11
4) 3 Yard	\$ 178.84	\$ 184.21	\$ 198.95	\$ 204.92
5) 4 Yard	\$ 214.69	\$ 221.13	\$ 238.82	\$ 245.98
6) 6 Yard	\$ 277.39	\$ 285.71	\$ 308.57	\$ 317.83
7) 20 Yard plus Disposal Fee	\$ 606.71	\$ 624.91	\$ 674.90	\$ 695.15
8) 30 Yard plus Disposal Fee	\$ 692.72	\$ 713.50	\$ 770.58	\$ 793.70
<b>b) Container Pickup Two Times (per week)</b>				
1) One Yard	\$ 129.41	\$ 133.29	\$ 143.95	\$ 148.27
2) 1 ½ Yard	\$ 164.71	\$ 169.65	\$ 183.22	\$ 188.72
3) 2 Yard	\$ 200.02	\$ 206.02	\$ 222.50	\$ 229.18
4) 3 Yard	\$ 300.27	\$ 309.28	\$ 334.02	\$ 344.04
5) 4 Yard	\$ 343.24	\$ 353.53	\$ 381.81	\$ 393.26
6) 6 Yard	\$ 515.33	\$ 531.00	\$ 573.48	\$ 590.68
7) 20 Yard plus Disposal Fee	\$ 918.38	\$ 945.93	\$ 1,021.60	\$ 1,052.25
8) 30 Yard plus Disposal Fee	\$ 1,065.86	\$ 1,097.84	\$ 1,185.67	\$ 1,221.24
<b>c) Container Pickup Three Times (per week)</b>				
1) One Yard	\$ 168.85	\$ 173.92	\$ 187.83	\$ 193.46
2) 1 ½ Yard	\$ 222.59	\$ 229.27	\$ 247.61	\$ 255.04
3) 2 Yard	\$ 276.30	\$ 284.59	\$ 307.36	\$ 316.58
4) 3 Yard	\$ 421.61	\$ 434.26	\$ 469.00	\$ 483.07
5) 4 Yard	\$ 474.65	\$ 488.89	\$ 528.00	\$ 543.84
6) 6 Yard	\$ 688.72	\$ 709.38	\$ 766.13	\$ 789.11
<b>d) Container Pickup Four Times (per week)</b>				
1) One Yard	\$ 234.16	\$ 241.18	\$ 260.47	\$ 268.28
2) 1 ½ Yard	\$ 293.35	\$ 302.15	\$ 326.32	\$ 336.11
3) 2 Yard	\$ 352.53	\$ 363.11	\$ 392.16	\$ 403.92
4) 3 Yard	\$ 543.27	\$ 559.57	\$ 604.34	\$ 622.47
5) 4 Yard	\$ 604.79	\$ 622.93	\$ 672.76	\$ 692.94
6) 6 Yard	\$ 862.12	\$ 887.98	\$ 959.02	\$ 987.79
<b>e) Container Pickup Five Times (per week)</b>				
1) One Yard	\$ 306.21	\$ 315.40	\$ 340.63	\$ 350.85
2) 1 ½ Yard	\$ 367.57	\$ 378.60	\$ 408.89	\$ 421.16
3) 2 Yard	\$ 428.90	\$ 441.77	\$ 477.11	\$ 491.42
4) 3 Yard	\$ 664.42	\$ 684.35	\$ 739.10	\$ 761.27
5) 4 Yard	\$ 721.83	\$ 743.48	\$ 802.96	\$ 827.05
6) 6 Yard	\$ 1,210.28	\$ 1,246.59	\$ 1,346.32	\$ 1,386.71

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
<b>f) Container Pickup Six Times (per week)</b>				
1) One Yard	\$ 385.08	\$ 396.63	\$ 428.36	\$ 441.21
2) 1 ½ Yard	\$ 445.12	\$ 458.47	\$ 495.15	\$ 510.00
3) 2 Yard	\$ 505.12	\$ 520.27	\$ 561.89	\$ 578.75
4) 3 Yard	\$ 785.64	\$ 809.21	\$ 873.95	\$ 900.17
5) 4 Yard	\$ 864.79	\$ 890.73	\$ 961.99	\$ 990.85
6) 6 Yard	\$ 1,322.03	\$ 1,361.69	\$ 1,470.63	\$ 1,514.75
<b>UTILITY SERVICES   DROP BOX COLLECTIONS</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Drop Box Collections</b>				
	<b>Haul Rate</b>	<b>Haul Rate</b>	<b>Haul Rate</b>	<b>Haul Rate</b>
1) 10 Yard   Delivery Fee \$36.95   Daily Rental \$2.47	\$ 111.35	\$ 114.69	\$ 123.87	\$ 127.59
2) 20 Yard   Delivery Fee \$36.95   Daily Rental \$2.47	\$ 133.64	\$ 137.65	\$ 148.66	\$ 153.12
3) 30 Yard   Delivery Fee \$36.95   Daily Rental \$2.47	\$ 155.93	\$ 160.61	\$ 173.46	\$ 178.66
4) 40 Yard   Delivery Fee \$36.95   Daily Rental \$2.47	\$ 178.20	\$ 183.55	\$ 198.23	\$ 204.18
<b>UTILITY SERVICES   TEMPORARY COLLECTION</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Container Pickup One Time (per week)</b>				
1) One yard	\$ 19.11	\$ 19.68	\$ 21.25	\$ 21.89
2) 1 ½ Yard	\$ 23.16	\$ 23.86	\$ 25.77	\$ 26.54
3) 2 Yard	\$ 27.22	\$ 28.04	\$ 30.28	\$ 31.19
4) 3 Yard	\$ 41.60	\$ 42.85	\$ 46.28	\$ 47.67
5) 4 Yard	\$ 49.94	\$ 51.44	\$ 55.56	\$ 57.23
6) 6 Yard	\$ 64.52	\$ 66.46	\$ 71.78	\$ 73.93
<b>UTILITY SERVICES   COMPACTOR COLLECTION</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Compactor Collection</b>				
1) 2 Yard   Once (per week)	\$ 368.31	\$ 379.36	\$ 409.71	\$ 422.00
2) 2 Yard   Two Times (per week)	\$ 736.63	\$ 758.73	\$ 819.43	\$ 844.01
3) 2 Yard   Three Times (per week)	\$ 1,104.95	\$ 1,138.10	\$ 1,229.15	\$ 1,266.02
4) 20 Yard   Once (per week) *Additional Disposal Fees*	\$ 262.33	\$ 270.20	\$ 291.82	\$ 300.57
5) 20 Yard   Two Times (per week) *Additional Disposal Fees*	\$ 524.69	\$ 540.43	\$ 583.66	\$ 601.17
6) 30 Yard   (per pickup) *Additional Disposal Fees*	\$ 293.04	\$ 301.83	\$ 325.98	\$ 335.76
7) 40 Yard   (per pickup) *Additional Disposal Fees*	\$ -	\$ -	\$ -	\$ 373.29
<b>b) Dual Pickup System Compactors</b>				
1) 20 Yard   *Additional Disposal Fees*	\$ 332.35	\$ 342.32	\$ 369.71	\$ 380.80
2) 30 Yard   *Additional Disposal Fees*	\$ 371.34	\$ 382.48	\$ 413.08	\$ 425.47
<b>c) Pickup and Delivery Charges</b>				
1) Cart System Pickup and Delivery Charge	\$ 3.21	\$ 3.31	\$ 6.00	\$ 6.18
2) Container Service Pickup and Delivery for Dumpsters	\$ 5.36	\$ 5.52	\$ 10.00	\$ 10.30
<b>UTILITY SERVICES   SEWER COLLECTION RATES</b>				
	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Service Description (per month)</b>				
1) Single Family Residential	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
2) Multi-Residential (per unit)   Occupied or Not	\$ 69.06	\$ 71.13	\$ 73.98	\$ 78.42
3) Commercial Business   October 16th through April 15th	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Greater of \$92.25 minimum or \$8.16 per 100 cubic feet of the actual monthly metered water consumption*</i>				
4) Commercial Business   April 16th through October 15th	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Greater of \$92.25 minimum or \$8.16 per 100 cubic feet of the average monthly metered water consumption*</i>				
5) Food Service Establishments	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Charged same as Commercial Business Rates</i>				
6) Motels	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Charged same as Commercial Business Rates</i>				
7) Schools   October 16th through April 15th	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Charged same as Commercial Business Rates</i>				
8) Schools   April 16th through October 15th	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
<i>*Charged same as Commercial Business Rates</i>				

<b>2024 Fee Schedule, City of Omak</b>				
<b>Resolution XX-2024</b>				
9) Industrial Rates	\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
*\$8.26 per 1000 gallons of discharge plus \$0.82 per lbs of BOD plus \$0.84 per lbs of TSS- minimum charge of \$92.25   (\$6.37 per 100 cubic feet or converted as shown to gallons)				
<b>UTILITY SERVICES   STORM DRAIN RATES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Development Classification (Defined in OMC 9.12.030)</b>				
1) Undeveloped	No Charge	No Charge	No Charge	No Charge
2) Medium Development	\$ 4.37	\$ 4.50	\$ 4.86	\$ 5.15
3) Heavy Development	\$ 11.08	\$ 11.41	\$ 12.32	\$ 13.06
4) Very Heavy Development	\$ 16.64	\$ 17.14	\$ 18.51	\$ 19.62
<b>UTILITY SERVICES   WATER RATES</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Residential Service (Within the City)</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>				
1) 5/8 x 3/4 inch   1,000 cubic feet minimum	\$ 33.34	\$ 34.34	\$ 37.09	\$ 39.32
2) 3/4 inch straight   1,000 cubic feet minimum	\$ 36.77	\$ 37.87	\$ 40.90	\$ 43.35
3) 1 inch   1,000 cubic feet minimum	\$ 39.07	\$ 40.24	\$ 43.46	\$ 46.07
4) 1 1/2 inch   1,000 cubic feet minimum	\$ 54.51	\$ 56.15	\$ 60.64	\$ 64.28
5) 2 inch   1,000 cubic feet minimum	\$ 77.49	\$ 79.82	\$ 86.21	\$ 91.38
6) 3 inch   1,000 cubic feet minimum	\$ 84.26	\$ 86.79	\$ 93.73	\$ 99.35
7) 4 inch   1,000 cubic feet minimum	\$ 91.20	\$ 93.94	\$ 101.46	\$ 107.55
8) 6 inch or larger   1,000 cubic feet minimum	\$ 123.77	\$ 127.48	\$ 137.68	\$ 145.94
<b>b) Commercial Service (Within the City)</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>				
1) 5/8 x 3/4 inch   1,000 cubic feet minimum	\$ 33.34	\$ 34.34	\$ 37.09	\$ 39.32
2) 3/4 inch straight   1,000 cubic feet minimum	\$ 36.77	\$ 37.87	\$ 40.90	\$ 43.35
3) 1 inch   1,000 cubic feet minimum	\$ 39.07	\$ 40.24	\$ 43.46	\$ 46.07
4) 1 1/2 inch   1,000 cubic feet minimum	\$ 54.51	\$ 56.15	\$ 60.64	\$ 64.28
5) 2 inch   1,000 cubic feet minimum	\$ 7,749.00	\$ 79.82	\$ 86.21	\$ 91.38
6) 3 inch   1,000 cubic feet minimum	\$ 84.26	\$ 86.79	\$ 93.73	\$ 99.35
7) 4 inch   1,000 cubic feet minimum	\$ 91.20	\$ 93.94	\$ 101.46	\$ 107.55
8) 6 inch or larger   1,000 cubic feet minimum	\$ 123.77	\$ 127.48	\$ 137.68	\$ 145.94
<b>MISCELLANEOUS SERVICES (Within the City)</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>a) Miscellaneous Services</b>				
<i>*per 100 cubic feet over minimum   Over minimum 1,000 cubic feet*</i>				
1) Multiple Dwellings   Meter size minimum plus \$15.73 per each additional unit (allows addt'l 400cf/unit)	\$ 13.34	\$ 13.74	\$ 14.84	\$ 15.73
2) Multiple Businesses in One Building   Meter size minimum plus \$15.73 per additional business (allows addt'l 400cf/additional business)	\$ 13.34	\$ 13.74	\$ 14.84	\$ 15.73
3) Motels   Occupied or Not   Meter size minimum plus \$11.81 per each unit (allows addt'l 300cf/additional unit)	\$ 10.01	\$ 10.31	\$ 11.14	\$ 11.81
<b>b) After Hours Call Out</b>				
1) Minimum Fee	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
<b>c) Shut Off</b>				
1) Delinquent Account Shut off Fee	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
<b>d) Hydrant Meter Permit</b>				
1) Non-Refundable Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>e) Hydrant Meter Damage</b>				
1) Deposit Required   <i>*Refundable upon return of meter device, complete, in good condition, and payment received for all water and meter rental charges*</i>	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>f) Hydrant Meter Rental</b>				
1) Hydrant Meter Rental Charge (per day)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>g) Deposit Required for Meter Testing</b>				
1) 5/8 x 3/4 inch	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
2) 1 inch	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
3) 1 1/2 inch	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
4) 2 inch	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00





# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

---

## Memorandum

Date: May 6, 2024

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 41-2024 and 42-2024

As part of a Washington State Department of Commerce grant a Law Enforcement Vehicle Pursuit Technology Grant Program was awarded. Out of 48 applicants 18 applicants were selected. The City of Omak was selected to receive \$32,000.00 as part of this two year grant.

We are using this funding to add to our FLOCK License Plate Reader cameras to bring 3 additional cameras on board.

Presently the contract total for this is \$20,300.00 for two years. This will allow for future investments.

41-2024 is the resolution for acceptance of the grant.

42-2024 is the resolution for the FLOCK Safety contract.

I recommend both resolutions approval.

Chief Christensen

**RESOLUTION NO. 41-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING AN OFFICE OF  
FIREARM SAFETY DEPARTMENT OF COMMERCE LAW ENFORCEMENT  
VEHICLE PURSUIT TECHNOLOGY GRANT PROGRAM**

**WHEREAS**, the Police Chief applied for a law enforcement technology grant RFP S24-34444-001, and

**WHEREAS**, there is a need for equipment to assist law enforcement in response to pursuit technology; and

**WHEREAS**, a grant in the amount of \$32,000 was awarded to the City of Omak in a competitive application process. 18 of 48 applications were funded; and

**WHEREAS**, this grant will be used to purchase camera's and other technology to assist in the delivery of public safety services.; and

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Pursuit Technology Grant, attached hereto as Exhibit "A", is accepted.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# DocuSign Contract Review and Routing Form

## Office of Firearm Safety and Violence Prevention – Community Safety Unit




**Type of Action:**                      New Contract/Grant                       Amendment                       IAG

   Federal                       State

**Contractor/Grantee Name:**    **Omak Police Department**

**Contract/Grant Number:**    S24-34444-001

**Term:**    1/24/2024                      to                      6/30/2024

Review by:	Name:	Initial/Date:
Contract Manager	Kaitlin Jones	 2/14/2024   11:58 AM PST
Portfolio Manager	Abigail Snyder	 2/14/2024   12:07 PM PST
Executive Director	Kate Kelly	 2/14/2024   12:12 PM PST



**Interagency Agreement with**

**Omak Police Department**

**through**

**Law Enforcement Vehicle Pursuit Technology Grant Program**

**Contract Number:  
S24-34444-001**

**For**

**As a result of RFP S24-34444-001 Omak Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation**

**Dated:** Wednesday, January 24, 2024



## Table of Contents

<b>AS A RESULT OF RFP S24-34444-001 OMAK POLICE DEPARTMENT WILL PURCHASE EQUIPMENT AND TECHNOLOGY THAT WILL ASSIST LOCAL LAW ENFORCEMENT IN VEHICLE PURSUIT MITIGATION.....</b>	<b>1</b>
<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>FACE SHEET.....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT .....	4
3. COMPENSATION .....	4
4. BILLING PROCEDURES AND PAYMENT .....	4
5. SUBCONTRACTOR DATA COLLECTION .....	5
6. INSURANCE.....	5
7. FRAUD AND OTHER LOSS REPORTING .....	5
8. ORDER OF PRECEDENCE .....	5
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>6</b>
1. DEFINITIONS.....	6
2. ALL WRITINGS CONTAINED HEREIN.....	6
3. AMENDMENTS .....	6
4. ASSIGNMENT.....	6
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	6
6. COPYRIGHT.....	7
7. DISPUTES.....	7
8. GOVERNING LAW AND VENUE .....	8
9. INDEMNIFICATION .....	8
10. LICENSING, ACCREDITATION AND REGISTRATION.....	8
11. RECAPTURE.....	8
12. RECORDS MAINTENANCE .....	8
13. SAVINGS .....	8
14. SEVERABILITY.....	8
15. SUBCONTRACTING .....	9
16. SURVIVAL.....	9
17. TERMINATION FOR CAUSE.....	9
18. TERMINATION FOR CONVENIENCE.....	9
19. TERMINATION PROCEDURES.....	9
20. TREATMENT OF ASSETS .....	10
21. WAIVER .....	11
<b>ATTACHMENT A: SCOPE OF WORK.....</b>	<b>12</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>13</b>
<b>ATTACHMENT C: REPORTING.....</b>	<b>14</b>



## Face Sheet

Contract Number: S24-34444-001

**Washington State Department of Commerce  
Community Services Division  
Community Safety Unit  
Law Enforcement Vehicle Pursuit Technology Grant Program**

<b>1. Contractor</b> Omak Police Department 8 Ash St N Omak, WA 98841		<b>2. Contractor Doing Business As (as applicable)</b> .	
<b>3. Contractor Representative</b> Rochelle Danielson Project Contract 509-826-0383 rochelled@omakcity.com		<b>4. COMMERCE Representative</b> Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$32,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> January 24, 2024	<b>8. End Date</b> June 30, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-6001262	<b>11. SWV #</b> SWV0007412-01	<b>12. UBI #</b> 243-000-0002	<b>13. UEI #</b> PS27STNQXEM9
<b>14. Contract Purpose</b> As a result of RFP S24-34444-001 Omak Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
<b>FOR CONTRACTOR</b>  Daniel Christensen  Daniel Christensen, Chief of Police  Signature  2/20/2024   2:25 PM PST Date		<b>FOR COMMERCE</b>  DocuSigned by:  Cindy Guertin-Anderson, Assistant Director 2/26/2024   5:07 PM PST Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$32,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$32,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of reports submitted **and** receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34444-001. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. All purchases and receipts must be dated within the fiscal year (ending June 30, 2024).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Invoices and End of Fiscal Year**



Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### 5. **SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### 6. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

### 7. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

### 8. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting





## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



## **Attachment A: Scope of Work**

This funding will be provided solely to the Omak Police Department for the purpose of purchasing the following modern vehicle pursuit management technology:

- Two Flock Long-Range License Plate Reader Cameras
- One Flock Portable License Plate Reader
- Two year service plan with Flock

The technology will be used in accordance with data-sharing, management policies, and training requirements for those who have access to the vehicle pursuit technology and data.

This technology will assist local law enforcement patrol activities including, but not limited to, vehicle pursuit mitigation.



## Attachment B: Budget

The Budget for the award period of January 24, 2024 through June 30, 2024 is \$32,000.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below.

Program Budget					
January 24, 2024 - June 30, 2024					
Agency Name:	Omak Police Department				
Program Name:	Pursuit Technology Enhancements				
Contract Number:	S24-34444-001				
Item	Amount by Fund Source				Total Project
	COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	
<b>PERSONNEL SERVICES</b>					
Salaries (Full- & Part-Time)	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL - PERSONNEL SERVICES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GOODS &amp; SERVICES</b>					
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies <sup>2</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment <sup>3</sup>	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Consultant and Subcontracted services <sup>4</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Duplicating	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL - GOODS &amp; SERVICES</b>	<b>\$ 32,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,000.00</b>
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Other Misc. Expenses <sup>5</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect & Administration Costs <sup>6</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 32,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,000.00</b>

<sup>1</sup> Identify specific funding sources included under the "Other" column(s) above: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">\$ -</td></tr> <tr><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td></td><td style="text-align: right;">\$ -</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>		\$ -		\$ -		\$ -		\$ -	<b>Total</b>	<b>\$ -</b>	<sup>2</sup> Operating Supplies - Itemize below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>		\$		\$		\$		\$	<b>Total</b>	<b>\$ -</b>
	\$ -																				
	\$ -																				
	\$ -																				
	\$ -																				
<b>Total</b>	<b>\$ -</b>																				
	\$																				
	\$																				
	\$																				
	\$																				
<b>Total</b>	<b>\$ -</b>																				

<sup>3</sup> Equipment - Itemize below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">2 Long Range Flock Cameras- installation, equipment, and subscription for 2 years</td> <td style="text-align: right;">\$ 23,500.00</td> </tr> <tr> <td>1 Portable Flock Camera-installation, equipment, and subscription for 2 years</td> <td style="text-align: right;">\$ 8,500.00</td> </tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ 32,000.00</b></td></tr> </table>	2 Long Range Flock Cameras- installation, equipment, and subscription for 2 years	\$ 23,500.00	1 Portable Flock Camera-installation, equipment, and subscription for 2 years	\$ 8,500.00		\$		\$	<b>Total</b>	<b>\$ 32,000.00</b>	<sup>4</sup> Consultant and Subcontracted Services - Itemize below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>		\$		\$		\$	<b>Total</b>	<b>\$ -</b>
2 Long Range Flock Cameras- installation, equipment, and subscription for 2 years	\$ 23,500.00																		
1 Portable Flock Camera-installation, equipment, and subscription for 2 years	\$ 8,500.00																		
	\$																		
	\$																		
<b>Total</b>	<b>\$ 32,000.00</b>																		
	\$																		
	\$																		
	\$																		
<b>Total</b>	<b>\$ -</b>																		

<sup>5</sup> Other Miscellaneous Expenses - Itemize below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>		\$		\$		\$		\$	<b>Total</b>	<b>\$ -</b>	<sup>6</sup> Indirect Administration Costs - Itemize below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;"></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td style="text-align: right;"><b>Total</b></td><td style="text-align: right;"><b>\$ -</b></td></tr> </table>		\$		\$		\$		\$	<b>Total</b>	<b>\$ -</b>
	\$																				
	\$																				
	\$																				
	\$																				
<b>Total</b>	<b>\$ -</b>																				
	\$																				
	\$																				
	\$																				
	\$																				
<b>Total</b>	<b>\$ -</b>																				





## **Attachment C: Reporting**

Reports will be required on a quarterly basis. Commerce quarterly reporting is based upon the calendar year: there are two quarters within this contract: January 2024 – March 2024, and April 2024 – June 2024. The first report is due on April 20<sup>th</sup> 2024. The report must be completed prior to submitting that quarter's invoice within Secure Access Washington. The second and final report is due on July 20<sup>th</sup>, 2024.

Reports shall include:

- Status of the purchase, receipt, installation, and implementation/utilization of the equipment/technology.
- The number of all cases in which the equipment/technology was utilized.
- The outcome of all cases in which the equipment/technology was utilized.
- The number of vehicle pursuits that occurred.
- The number of vehicle pursuits in which the equipment/technology was utilized.
- The outcome of vehicle pursuits in which the equipment/technology was utilized.
- Any other statistics the agency may have that directly relates to the equipment/technology and its outcomes.

**Certificate Of Completion**

Envelope Id: 2A2035A78F8B4A17A57216702A6062EB  
Subject: Please DocuSign: Commerce Contract# S24-34444-001\_CSU  
Division:  
Community Services and Housing  
Program: CSU  
ContractNumber: S24-34444-001  
DocumentType: Contract  
Source Envelope:  
Document Pages: 15  
Certificate Pages: 6  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
Envelope Originator:  
Brandi Darden  
1011 Plum Street SE  
MS 42525  
Olympia, WA 98504-2525  
brandi.darden@commerce.wa.gov  
IP Address: 147.55.149.237

**Record Tracking**

Status: Original 2/14/2024 11:51:27 AM	Holder: Brandi Darden brandi.darden@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

**Signer Events**

Kaitlin Jones  
kaitlin.jones@commerce.wa.gov  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 198.238.8.136

**Timestamp**

Sent: 2/14/2024 11:57:25 AM  
Viewed: 2/14/2024 11:58:40 AM  
Signed: 2/14/2024 11:58:54 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Abigail Snyder  
abigail.snyder@commerce.wa.gov  
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
Using IP Address: 198.238.6.148

Sent: 2/14/2024 11:58:55 AM  
Viewed: 2/14/2024 12:07:19 PM  
Signed: 2/14/2024 12:07:54 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kate Kelly  
kate.kelly@commerce.wa.gov  
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.238.8.156

Sent: 2/14/2024 12:07:55 PM  
Viewed: 2/14/2024 12:12:42 PM  
Signed: 2/14/2024 12:12:51 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signer Events**

Daniel Christensen  
 opd401@omakpd.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 5C9BD31A2D6243A...


Signature Adoption: Pre-selected Style  
 Using IP Address: 64.139.97.29

**Timestamp**

Sent: 2/20/2024 1:59:08 PM  
 Viewed: 2/20/2024 2:25:33 PM  
 Signed: 2/20/2024 2:25:48 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/20/2024 2:25:33 PM  
 ID: 522c7d75-fc58-4ae0-894d-9cb7f3e689d0

Cindy Guertin-Anderson  
 cindy.guertin-anderson@commerce.wa.gov  
 Assistant Director, Commerce  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 6A85C9B61B494EF...

Signature Adoption: Pre-selected Style  
 Using IP Address: 147.55.134.102

Sent: 2/20/2024 2:25:50 PM  
 Viewed: 2/20/2024 5:51:42 PM  
 Signed: 2/26/2024 5:07:57 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Rochelle Danielson  
 rochelld@omakcity.com  
 Security Level: Email, Account Authentication (None)

**VIEWED**

Using IP Address: 64.139.98.86

Sent: 2/14/2024 12:12:52 PM  
 Viewed: 2/20/2024 1:59:07 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/20/2024 1:59:07 PM  
 ID: 42d225d0-7015-4898-9885-f5909af70aa6

**Carbon Copy Events****Status****Timestamp**

Rochelle Danielson  
 rochelld@omakcity.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/26/2024 5:07:59 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/20/2024 1:59:07 PM  
 ID: 42d225d0-7015-4898-9885-f5909af70aa6

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Event	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2024 11:57:25 AM
Certified Delivered	Security Checked	2/20/2024 5:51:42 PM
Signing Complete	Security Checked	2/26/2024 5:07:57 PM
Completed	Security Checked	2/26/2024 5:07:59 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

**To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

---

## Memorandum

Date: May 6, 2024

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 41-2024 and 42-2024

As part of a Washington State Department of Commerce grant a Law Enforcement Vehicle Pursuit Technology Grant Program was awarded. Out of 48 applicants 18 applicants were selected. The City of Omak was selected to receive \$32,000.00 as part of this two year grant.

We are using this funding to add to our FLOCK License Plate Reader cameras to bring 3 additional cameras on board.

Presently the contract total for this is \$20,300.00 for two years. This will allow for future investments.

41-2024 is the resolution for acceptance of the grant.

42-2024 is the resolution for the FLOCK Safety contract.

I recommend both resolutions approval.

Chief Christensen



**RESOLUTION NO. 42-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PURCHASE OF 3 FLOCK LPR CAMERAS**

**WHEREAS**, the Police Chief applied for a law enforcement technology grant RFP S24-34444-001 the City of Omak was awarded \$32,000; and

**WHEREAS**, there is a need for equipment to assist law enforcement in response to pursuit technology; and

**WHEREAS**, the addition of 3 more FLOCK LPR cameras to enhance our existing system, and

**WHEREAS**, the Chief of Police has established that the acquisition of additional FLOCK LPR cameras will enhance current surveillance systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that quote from Flock Safety for the purchase of LPR cameras, attached hereto as Exhibit "A", is approved.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



STATE OF WASHINGTON

OFFICE OF FIREARM SAFETY AND VIOLENCE PREVENTION  
- COMMUNITY SAFETY UNIT  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525  
Phone: (866) 857-9889 • (800) 822-1067 • Fax: (360) 586-7176 • [publicsafetyteam@commerce.wa.gov](mailto:publicsafetyteam@commerce.wa.gov)

December 12, 2023

To: Apparent Successful Contractors

From: Kaitlin Jones, RFP Coordinator

Re: Notice of Apparent Successful Contractors for the Law Enforcement Vehicle Pursuit Technology Grant Program (RFP S24-34444-001)

The purpose of this message is to notify you that your application responding to the referenced RFP has been selected for funding. Congratulations on your selection!

Your designation as an apparent successful contractor is subject to the Debriefing and Protest Procedures set forth in the RFP, and contingent upon the negotiation and execution of a contract with our organization. You will not be reimbursed for any costs incurred before the contract has been executed.

The exact amount of grant funding to be awarded to any apparent successful contractor is subject to determination of specific terms of the contract to be awarded by the Department of Commerce following communication with each proposer. Fourty-eight applications were received and eighteen will be funded. The Department of Commerce anticipates final grant amounts will range from \$32,000 to \$250,000.

The apparently successful contractors listed with potential contract numbers are as follows:

- S24-34444-001 Omak Police Department \$32,000
- S24-34444-002 Monroe Police Department \$47,718.70
- S24-34444-003 Benton County Sheriff's Office \$100,000
- S24-34444-004 Marysville Police Department \$100,000
- S24-34444-005 Kirkland Police Department \$113,000
- S24-34444-006 City of Woodland Police Department \$42,969
- S24-34444-007 City of Everett Police Department \$44,369
- S24-34444-008 Reardan Police Department \$49,753
- S24-34444-009 Lake Forest Park Police Department \$49,641.95
- S24-34444-010 City of Puyallup Police Department \$99,993.82

- S24-34444-011 Cowlitz County Sheriff's Office \$48,419.16
- S24-34444-012 City of Port Angeles Police Department \$50,000
- S24-34444-013 Richland Police Department \$100,000
- S24-34444-014 City of Washougal Police \$50,000
- S24-34444-015 City of Olympia Police Department \$100,000
- S24-34444-016 City of Yakima Police Department \$150,000
- S24-34444-017 City of West Richland Police Department \$42,535.98
- S24-34444-018 Spokane County Sheriff's Office (\$204,599.39)

I will be in contact with you soon to discuss the specific terms and conditions of the contract.

Sincerely,

Kaitlin Jones  
RFP Coordinator

*Sign up for email updates here:*  
[Public Safety - Washington State Department of Commerce](#)

**From:** [Jones, Kaitlin \(COM\)](mailto:Jones.Kaitlin@COM)  
**To:** [rochelled@omakcity.com](mailto:rochelled@omakcity.com); [riving@monroewa.gov](mailto:riving@monroewa.gov); [katie.gillies@co.benton.wa.us](mailto:katie.gillies@co.benton.wa.us); [croberts@marysvillewa.gov](mailto:croberts@marysvillewa.gov); [mpetrichor@kirklandwa.gov](mailto:mpetrichor@kirklandwa.gov); [kellyj@woodlandpd.org](mailto:kellyj@woodlandpd.org); [tandry@everettwa.gov](mailto:tandry@everettwa.gov); [msuniga@townofreardan.com](mailto:msuniga@townofreardan.com); [radams@cityoffp.gov](mailto:radams@cityoffp.gov); [mgenge@puyallupwa.gov](mailto:mgenge@puyallupwa.gov); [harrisk@cowlitzwa.gov](mailto:harrisk@cowlitzwa.gov); [bsmith@cityofpa.us](mailto:bsmith@cityofpa.us); [cmason@ci.richland.wa.us](mailto:cmason@ci.richland.wa.us); [wendi.steinbronn@cityofwashougal.us](mailto:wendi.steinbronn@cityofwashougal.us); [istull@ci.olympia.wa](mailto:istull@ci.olympia.wa); [Adams, Tony](mailto:Adams.Tony); [mhedrick@westrichland.org](mailto:mhedrick@westrichland.org); [kfairbanks@spokanesherriff.org](mailto:kfairbanks@spokanesherriff.org); [opd401](mailto:opd401); [Michael.Clark@co.benton.wa.us](mailto:Michael.Clark@co.benton.wa.us); [jwalker@cityoffp.gov](mailto:jwalker@cityoffp.gov); [Senle@puyallupwa.gov](mailto:Senle@puyallupwa.gov); [ctucker@spokanesherriff.org](mailto:ctucker@spokanesherriff.org)  
**Subject:** LETECH Information Needed for Contracts  
**Date:** Thursday, January 4, 2024 12:43:58 PM  
**Attachments:** [SOW Framework.docx](#)  
[OFSVP\\_CSU Contractor Information Form.docx](#)

---

[External Email]

Hello,

Firstly, congratulations on your apparent successful letters in regards to the Law Enforcement Vehicle Pursuit Technology Grant Program (LETECH) RFP S24-34444-001.

- 1) Please provide current Contact information for your organization so I can update my contact list (please include the name and email address of all people you would like attached to future communications). If this email got to everyone it needed to be distributed to, disregard this portion.
- 2) Please provide a scope of work, which aligns with your program to be included in the contract. The SOW Framework (attached) is a tool that should be useful for developing your organizations scope of work.
- 3) Lastly, please fill out the OFSVP\_CSU Contractor Information Form (attached), this is required as it is used as a risk assessment.

Review below anticipated award amounts and contract number.

- S24-34444-001 Omak Police Department \$32,000
- S24-34444-002 Monroe Police Department \$47,718.70
- S24-34444-003 Benton County Sheriff's Office \$100,000
- S24-34444-004 Marysville Police Department \$100,000
- S24-34444-005 Kirkland Police Department \$113,000
- S24-34444-006 City of Woodland Police Department \$42,969
- S24-34444-007 City of Everett Police Department \$44,369
- S24-34444-008 Reardan Police Department \$49,753
- S24-34444-009 Lake Forest Park Police Department \$49,641.95
- S24-34444-010 City of Puyallup Police Department \$99,993.82
- S24-34444-011 Cowlitz County Sheriff's Office \$48,419.16
- S24-34444-012 City of Port Angeles Police Department \$50,000
- S24-34444-013 Richland Police Department \$100,000
- S24-34444-014 City of Washougal Police \$50,000
- S24-34444-015 City of Olympia Police Department \$100,000
- S24-34444-016 City of Yakima Police Department \$150,000

- S24-34444-017 City of West Richland Police Department \$42,535.98
- S24-34444-018 Spokane County Sheriff's Office (\$204,599.39)

Please do not reply all; return all of the above information and documents to me ([Kaitlin.jones@commerce.wa.gov](mailto:Kaitlin.jones@commerce.wa.gov)) before Wednesday, January 17, 2024 at 11:59pm.

Thank you, I look forward to working with all of your programs! Once I have this information I will work on putting together contracts.

**Kaitlin Jones (she/her) | CLEP/FFIT/DRC/LETECH PROGRAM COORDINATOR**  
Office of Firearm Safety and Violence Prevention | Community Safety Unit  
Washington State Department of Commerce  
Phone: 509-638-6454

[Sign up for our mailing list](#)

[www.commerce.wa.gov](http://www.commerce.wa.gov) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Subscribe](#)

*Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.*



OFFICE OF FIREARM SAFETY AND VIOLENCE PREVENTION  
COMMUNITY SAFETY UNIT

Apparent Successful Applicant Information Form

Entity: Omak Police Department  
Recipient Program/Department: Omak Police Department  
Person(s) completing the form: Daniel Christensen  
Title: Chief of Police  
Phone/Email: (509) 826-0383  
Date submitted to Commerce: January 19, 2024

Assessment Questions

Please answer each question completely and provide supporting details where requested.

1 Explain any organizational restructuring that has occurred within the last 12 months that affects OFSVP/CSU contracts or grants. Please discuss the following:

- Organizational changes (divisions, departments, units)
- Programmatic changes (services being provided, level of services, etc.)
- Business systems (which can include financial, human resources, programmatic, etc.)

Provide details of the restructuring, the timeframe for which this has or is occurring and the status of the change.

Check box if no relevant organizational restructuring has occurred within the last 12 months.

2 Has the entity expanded services or outreach to other areas or regions in Washington state within the last 12 months?

Yes  No

If yes, please describe.  
Click or tap here to enter text.

3	<p>Describe any staffing changes or turnover in key positions during the past 12 months in those areas of the entity that administer or support OFSVP/CSU programs for the categories below. Along with the description, include the number of positions/FTEs for each category.</p> <ul style="list-style-type: none"> <li>- Executive Management Staff</li> <li>- Finance/Administrative Staff</li> <li>- Program Staff</li> <li>- Board of Directors</li> </ul> <p>Describe your plan and timeframe for filling, training, or covering the duties of any vacant positions. Click or tap here to enter text.</p> <p><input checked="" type="checkbox"/> Check box if there has been no turnover in key positions during the past 12 months.</p>
4	<p>Does your entity have any pending or recent past litigation or legal action?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If yes, please describe the litigation or legal action. Click or tap here to enter text.</p>
5	<p>Has your entity terminated or has Commerce terminated any contracts in the last 24 months because of performance or compliance issues?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If yes, please explain the circumstances. Click or tap here to enter text.</p>
6	<p>Does your entity have funders other than OFSVP/CSU for any contracts and grants?</p> <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, then please list them below. The City of Omak has received the following grants for enhancing and supporting the Omak Police Department:</p> <ul style="list-style-type: none"> <li>- Thriving Together NCW funded our CORE Co-Responder program for 2 years.</li> <li>- COPS Hiring grant to fund one law enforcement position</li> <li>- Washington State Department of Commerce- Community Law Enforcement Partnership Program.</li> </ul>
7	<p>Have you had an audit in the last 24 months? If no please answer 7a, if yes please answer 7b.</p> <p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>
7a.	<p>If no, explain why an audit was not needed or required. Click or tap here to enter text.</p>

7b.	<p>If you have had an audit, explain the type of audit (e.g. financial, federal compliance, internal control, etc).  <b>State of Washington annual City of Omak audit, by the State Auditor's Office</b></p>
8	<p>List any audit findings you have received from an external entity within the last 24 months.  Click or tap here to enter text.</p> <p>If findings were included in the audit, please describe the corrective action plan and state if it is either in progress (providing detail on the status for implementation) or has been completed.  Click or tap here to enter text.</p> <p><input checked="" type="checkbox"/> Check box if there were no findings.</p>
9	<p>Have you, or do you intend to sub contract any funds received from OFSVP/CSU?</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If yes, how do you monitor your sub contractors services and expenditures?  Click or tap here to enter text.</p>
10	<p>What percent of your entity's annual budget is government funding (federal and state)?</p> <p><input type="checkbox"/> Under 10%   <input type="checkbox"/> 10 – 30%   <input type="checkbox"/> 30 – 50%   <input checked="" type="checkbox"/> More than 50%</p>
11	<p>Does 20% or more of the total funding for your entity come from OFSVP/CSU? Please use a two or three year analysis to answer this question.</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>If your entity has experienced "funding swings" where one fiscal year you do receive 20% or more of your total funding from OFSVP/CSU and in another year you do not, please explain why this has occurred.  Click or tap here to enter text.</p>
12	<p>Explain the management and the board or council's role in the following:</p> <ul style="list-style-type: none"> <li>• Monitoring financial and programmatic compliance</li> <li>• Evaluating or assessing the performance of the Executive Director</li> <li>• Developing policy</li> <li>• Reviewing programmatic results</li> </ul> <p>All purchases and expenses are submitted to Council and voted to authorize the Mayor or her designee for purchases above \$5,000 of which this funding is above that amount. The Chief of Police is evaluated by the City Administrator and Mayor. The Chief of Police develops policy and in our instance we utilize Lexipol. All city departments are evaluated through the city governance.</p>



13	<p><b>How many years has your entity administered federal or state funds?</b></p> <ul style="list-style-type: none"> <li>• Federal funds: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input checked="" type="checkbox"/> more than 6 years</li> <li>• State funds: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input checked="" type="checkbox"/> more than 6 years</li> </ul>
14	<p><b>List specific experience in government contract administration for the following staff:</b></p> <ul style="list-style-type: none"> <li>• Executive Management: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input checked="" type="checkbox"/> more than 6 years</li> <li>• Fiscal/Bookkeeping Staff: <input type="checkbox"/> less than 2 years <input type="checkbox"/> 2 – 5 years <input checked="" type="checkbox"/> more than 6 years</li> </ul> <p><b>Include the total number of years experience for each of the categories above.</b>  <b>Executive over 20 years</b>  <b>Fiscal over 20 years</b></p>

I certify that the information provided is true and correct.

\_\_\_\_\_

Signature \_\_\_\_\_ Date

\_\_\_\_\_

Print or type name and position

Completed form due: **Wednesday, August 16, 2023**

Return direct all questions and return form to: **kaitlin.jones@commerce.wa.gov**

**Flock Safety + WA - Omak PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Caroline Fraher  
caroline.fraher@flocksafety.com  
3108443659

flock safety

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

### Join thousands of agencies reducing crime with Flock Safety's public safety operating system

<b>2000+</b>	<b>120</b>	<b>1B+</b>	<b>&lt;60%*</b>
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

---

## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

## Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates             <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i>  <i>FDLE</i>  <i>FL Expired Licenses</i>  <i>FL Expired Tags</i>  <i>FL Sanctioned Drivers</i>  <i>FL Sex Offenders</i>  <i>Georgia DOR</i>  <i>IL SOS</i>  <i>Illinois Leads</i>  <i>NCIC</i>  <i>NCMEC Amber Alert</i>  <i>REJIS</i>  <i>CCIC</i>  <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> <li>√ 1 Standard LPR Camera</li> <li>√ Unlimited LTE data service + Flock OS platform licenses</li> <li>√ 1 DOT breakaway pole</li> <li>√ Dual solar panels</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> <li>√ 1 LPR Camera</li> <li>√ Unlimited LTE data service + software licenses</li> <li>√ 1 portable mount with varying-sized band clamps</li> <li>√ 1 Charger for internal battery</li> <li>√ 1 hardshell carrying case</li> </ul>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> <li>√ 1 Long-Range LPR Camera</li> <li>√ Computing device in protective poly case</li> <li>√ AC Power</li> <li>√ Permitting, installation, and ongoing maintenance</li> </ul>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.

# flock safety

## ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	WA - Omak PD	Initial Term:	24 Months
Legal Entity Name:	WA - Omak PD	Renewal Term:	24 Months
Accounts Payable Email:	opd401@omakpd.com	Payment Terms:	Net 30
Address:	8 N Ash St Omak, Washington 98841	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$9,500.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ® Flex	Included	1	Included
Flock Safety Falcon ®	Included	2	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00
		<b>Subtotal Year 1:</b>	<b>\$10,800.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$9,500.00</b>
		<b>Estimated Tax:</b>	<b>\$1,725.50</b>
		<b>Contract Total:</b>	<b>\$20,300.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*



## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$10,800.00
<b>Annual Recurring after Year 1</b>	\$9,500.00
<b>Contract Total</b>	\$20,300.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: WA - Omak PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

PO Number: \_\_\_\_\_

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: May 6, 2024

Subject: **Resolution 43-2024** Professional Service, Kimley-Horn, Airport

---

**The Attached Resolution 20-2023, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR AN AIRPORT INDEPENDENT FEE ESTIMATE.**

We are working with J-U-B Engineering on a FAA funded project to reconstruct the north end taxiway. FAA requires that an Independent Fee Estimate (IFE) be completed to compare against the anticipated proposal form J-U-B. This will help ensure the fees are reasonable and the complete scope of work is captured.

This will keep the process moving so we are able to move forward when funding is available.

I support this Resolution and urge its Adoption

**RESOLUTION NO. 43-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR AN AIRPORT INDEPENDENT FEE ESTIMATE**

**WHEREAS**, the Omak Municipal Airport Capital Improvement Plan has identified the need to reconstruct the north end taxiway; and

**WHEREAS**, the design of the project was completed in March 2024; and

**WHEREAS**, Funding through the Federal Aviation Administration (FAA), Airport Improvement program is available for the project; and

**WHEREAS**, In accordance with FAA policy an Independent Fee Estimate is required to assure project scope and costs; and

**WHEREAS**, Public Works received a proposal and Kimley-Horn was selected to provide the needed services.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, the Professional Services Agreement between the City of Omak and Kimley-Horn, a copy of which is attached hereto as exhibit "A", is approved. The Mayor is authorized to execute said agreement.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



April 19, 2024

Wayne Beetchenow  
Public Works Director  
City of Omak  
2 Ash Street North  
Omak, WA 98841

**Re: Professional Services Agreement to Prepare an Independent Fee Estimate for the North Taxiway A Reconstruction – Bidding and Construction Phase for the Omak Municipal Airport (OMK)**

Dear Wayne,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Omak (“the Client”) for providing an Independent Fee Estimate for the North Taxiway A Reconstruction – Bidding and Construction Phase project for the Omak Municipal Airport (OMK).

Kimley Horn understands that the Client is retaining a consultant to prepare the North Taxiway A Reconstruction – Bidding and Construction Phase project for the Omak Municipal Airport. Under the guidance provided in FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, (September 30, 2014) the Client requires an Independent Fee Estimate (“IFE”) to properly evaluate the cost of professional services proposed by the City’s selected engineering consultant. The IFE is intended to be used to support the Client’s Record of Negotiation.

**Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

- *Task 1: Review Scope of Services.* Review, assess and understand the scope of services for the North Taxiway A Reconstruction – Bidding and Construction Phase project provided to Kimley-Horn by the Client. It is assumed this scope of services provided to Kimley-Horn by the Client is comprehensive of the entirety of services to be performed by the City’s selected consultant and includes all details related to how work is to be performed, what methodologies will be employed for technical analyses, number of meetings required, approach to project management, and number and type of deliverables.
- *Task 2: Fee Estimate.* Determine the total budget for the scope of work provided, inclusive of labor hours and expenses. Represent the total budget in an Excel spreadsheet. The spreadsheet and budget will be broken down by primary project tasks, total hours by task, employee classifications and hourly rates, and non-salary expenses. The budget will be prepared using assumed category rates.

- *Task 3: Documentation.* Prepare a brief technical memorandum for the Client's use that documents the IFE and primary assumptions made to determine the total fee. A copy of the Excel spreadsheet used to prepare the IFE will be provided in.xls format.

## **Information Provided by the Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the complete scope of services proposed by the City's selected consultant to prepare the North Taxiway A Reconstruction – Bidding and Construction Phase project.

## **Schedule**

We will provide our services as expeditiously as practicable with the goal of meeting the Client's schedule requirements. Assuming the completeness of the scope of services for the North Taxiway A Reconstruction – Bidding and Construction Phase project provided by the Client, Kimley-Horn plans to deliver the IFE as documented in Task 3 of the Scope of Services herein within 10 days after execution of the agreement between the City and Kimley-Horn.

## **Fees**

Kimley-Horn will perform the services in Tasks 1 through 3 for the lump sum of \$7,000.

Lump sum fees will be invoiced 100% upon delivery and the Client's acceptance of the technical memorandum documenting the IFE (Task 3). Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Omak.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF format. We can also provide a paper copy via regular mail if requested.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain a copy, and return the fully executed agreement to us. We will commence services after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Regards,

KIMLEY-HORN AND ASSOCIATES, INC.



By: David Williams, PE  
Associate  
Project Manager

**City of Omak**

\_\_\_\_\_  
\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name and Title)

\_\_\_\_\_, Witness

\_\_\_\_\_

(Print or Type Name)

Official Seal:



**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
  
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
  
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
  
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: May 6, 2024

Subject: **Resolution No. 44-2024** Approving a County Reimbursable Agreement  
For Chip Seal Project.

---

The attached Resolution **44-2024, a Resolution of the Omak City Council Approving a County Reimbursable Agreement Between the City of Omak And Okanogan County Public Works for Chip Seal Project.**

This agreement is needed for the 2024 Chip Seal project funded through TIB. The County is willing to assist the city in the completion of this project. This agreement assures reimbursement to them for their equipment, labor, and materials. The project is expected to be slightly higher in cost than identified in the 2024 budget. TIB is willing to cover 95% of the additional costs.

I support this Resolution and recommend its approval.

**RESOLUTION No. 44-2024**

**A RESOLUTION OF THE CITY COUNCIL OF OMAK, WASHINGTON, APPROVING A COUNTY REIMBURSABLE AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY PUBLIC WORKS FOR CHIP SEAL PROJECT**

**WHEREAS**, the Revised Code of Washington, RCW 35.77.020 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 City of Omak Public Works desires to Chip Seal Roads in Omak; and

**WHEREAS**, Okanogan County Public Works has the ability to provide this service to the City of Omak, in conjunction with their current road maintenance program.

**WHEREAS**, County Reimbursable Agreement Public Agency was entered into on June, 18<sup>th</sup>,2013.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the County Reimbursable Agreement, between the City of Omak and Okanogan County Public Works, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized to attest her signature.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**REQUEST TO COUNTY ROAD DEPARTMENT FOR REIMBURSEMENT OF WORK**

To The County Engineer:

Pursuant to terms of an agreement between the county and the City of Omak adopted and approved on June 13, 2013. The undersigned hereby requests the County to perform the work listed below at a time and in a manner convenient to the county. The undersigned further requests that the work be completed no later than August 31, 2024 and hereby guarantees reimbursement to the county for all work done up to a maximum of \$200,000.00.

All terms of said agreement shall apply with the following exceptions:

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

(Agency Representative) TITLE- Cindy Gagné, Mayor

\*\*\*\*\*

To The Board of County Commissioners: DATE \_\_\_\_\_

I have examined the above request and make the following recommendations:

- Recommend approving.
- Recommend not approving:

SIGNATURE \_\_\_\_\_ (County Engineer)

\*\*\*\*\*

Action of the Board of County Commissioners: DATE \_\_\_\_\_

- The Engineer's recommendation is hereby approved.
- The Engineer's recommendation is not approved or modified as follows:

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
Jon Neal, Chairman

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

\_\_\_\_\_  
Chris Branch, Member

\_\_\_\_\_  
Andy Hover, Vice-Chairman

# 2024

## Town and Cities Chip Seal

### Omak(2024)

Road Name	Length ft	Mileage	Width	Sq. yds	App. Rate	Gallons	Tons Needed	Rock Yd.
GARFIELD	980	0.186	30	3267	0.42	1372	6	42
HANFORD	1195	0.226	30	3983	0.42	1673	7	52
FERRY	1115	0.211	18	2230	0.42	937	4	29
EDMONDS	1400	0.265	36	5600	0.42	2352	10	73
DAYTON	950	0.180	24	2533	0.42	1064	5	33
INDEX	905	0.171	22	2212	0.42	929	4	29
JACKSON	1150	0.218	39	4983	0.42	2093	9	65
E. 5th STREET	1975	0.374	36	7900	0.42	3318	14	103
E. 6th STREET	995	0.188	27	2985	0.42	1254	5	39
E. 7th STREET	1845	0.349	24	4920	0.42	2066	9	64
E. 8th STREET	2305	0.437	28	7171	0.42	3012	13	93
<b>Total</b>		<b>2.806</b>		<b>47785</b>		<b>20,070</b>	<b>85</b>	<b>621</b>

### Omak(2024)

Road Name	Length ft	Mileage	Width	Sq. yds	App. Rate	Gallons	Tons Needed	Rock Yd.
E 4th	195	0.037	30	650	0.42	273	1	8
S Juniper	450	0.085	22	1100	0.42	462	2	14
Montvu	584	0.111	22	1428	0.42	600	3	19
kenwood st	183	0.035	35	712	0.42	299	1	9
kenwood st	425	0.080	22	1039	0.42	436	2	14
E Dewberry	1025	0.194	35	3986	0.42	1,674	7	52
Maple	565	0.107	25	1569	0.42	659	3	20
Riverview	295	0.056	25	819	0.42	344	1	11
Senna st	800	0.152	40	3556	0.42	1,493	6	46
Hillcrest	950	0.180	22	2322	0.42	975	4	30
Canyon ct	625	0.118	25	1736	0.42	729	3	23
Granger	400	0.076	22	978	0.42	411	2	13
<b>Total</b>		<b>1.230</b>		<b>19895</b>		<b>8,356</b>	<b>36</b>	<b>259</b>



# Omak(continued)

Road Name	Length ft	Mileage	Width	Sq. yds	App. Rate	Gallons	Tons Needed	Rock Yd.
<b>Total</b>		<b>4.036</b>		<b>67680</b>		<b>28426</b>	<b>121</b>	<b>880</b>

Rock	\$	12,009.78
liquid asphalt	\$	91,653.02
labor	\$	19,627.14
equipment cost	\$	31,809.50
<b>Subtotal</b>	<b>\$</b>	<b>155,099.43</b>
Admin	10%	\$ 15,509.94
<b>Total w/ Adm.</b>	<b>\$</b>	<b>170,609.37</b>

Rock-Baily Pit (Nespelem)	\$	9.54
Rock-Central Pit (Okangon)	\$	13.65
Rock-Miller Pit (Twisp-Brewster)	\$	9.57
* liquid asphalt	\$	758.04
** labor	\$	0.29
* equipment cost	\$	0.47
Admin		10%
* Just an estimate on cost increases		
** Based on average w/wage increases		

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: May 6, 2024

Subject: **Resolution No. 45-2024** Payday change to the 7<sup>th</sup> of each month

---

The attached Resolution **45-2024, a Resolution of the Omak City Council Amending the City of Omak Personnel Policy to Recognize a Change in the Employee Payday,** is forwarded for your consideration.

This resolution changes the monthly payroll dates from the 1<sup>st</sup> to the 7<sup>th</sup> of each month. This will allow the monthly payroll to be calculated on actual work performed.

Currently work has to be estimated towards the end of the month to make payroll available in the 1<sup>st</sup>. This did not accurately capture hours worked, overtime and leave. The process required routine corrections to be made for the employee and the deducting agencies. (LNI, DRS, FIT, ect.)

This amendment will make the payroll more efficient and accurate. And will elevate many of the negative experiences that are encountered with the current process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 45-2024**

**A RESOLUTION AMENDING THE CITY OF OMAK  
PERSONNEL POLICY TO RECOGNIZE A CHANGE  
IN THE EMPLOYEES PAYDAY**

**WHEREAS**, the Omak City Council adopted a Personnel Policy on February 17, 1998 to serve as a general guide to the City's current employment practices and procedures; and

**WHEREAS**, the Personnel Policy identifies the time and frequency of pay for the hours worked by Non-represented Employee's; and

**WHEREAS**, under the current payroll process, hours worked are required to be estimated for the last few days of the month, for payment due on the first of the following month, and

**WHEREAS**, beginning on the May 2024 and all future pay period, payroll will be completed and submitted to the employees on or before the 7<sup>th</sup> of the following month; and

**WHEREAS**, like language has been negotiated and included in the most recent Collective Bargaining Agreements for represented employees; and

**WHEREAS**, a change to the payroll process will allow for a more efficient and accurate payroll process; and

**WHEREAS**, notice of the anticipated payroll changes were sent to all payroll beneficiaries in their January 2024 payroll statements.

**NOW THEREFORE BE IT RESOLVED** by the City of Omak Personnel Policy is hereby amended as noted in the attached Exhibit "A"

The Mayor is hereby authorized and directed to execute the same for and on behalf of the City and the City Clerk is authorized and directed to attest her signature.

**APPROVED AND PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Connie Thomas, City Clerk

---

Michael Howe, City Attorney

# City of Omak



## Employee Personnel Policy Manual

Revised May 6, 2024, by Resolution No. 45-2024

# CITY OF OMAK PERSONNEL POLICY

## TABLE OF CONTENTS

<b>Chapter Title</b>	<b>Page</b>
<b>Chapter 1 Purpose and Scope</b>	<b>3-4</b>
<b>Chapter 2 General Policies and Practices</b>	<b>5-7</b>
<b>Chapter 3 Recruiting and Hiring</b>	<b>8-11</b>
<b>Chapter 4 Hours and Attendance</b>	<b>12-13</b>
<b>Chapter 5 Compensation</b>	<b>14-19</b>
<b>Chapter 6 Performance Evaluations and Training</b>	<b>20</b>
<b>Chapter 7 Benefits</b>	<b>21-22</b>
<b>Chapter 8 Leaves</b>	<b>23-29</b>
<b>Chapter 9 Employees Responsibilities and Conduct</b>	<b>30-36</b>
<b>Chapter 10 Discipline and Termination</b>	<b>37-39</b>
<b>Chapter 11 Complaint Procedures</b>	<b>40</b>
<b>Receipt of Personnel Policies</b>	<b>41</b>

# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 1 PURPOSE AND SCOPE

### **1.1 INTRODUCTION**

These personnel policies serve as a general guide to the City's current employment practices and procedures. As such, we hope they will help you better understand how the City operates and what is expected of you as an employee. These policies also describe what the City provides you in terms of compensation, benefits and other support.

The City places the highest value on our employees. The City wants to see that you are a productive worker, with the support necessary to achieve the objectives of your position. Only in this manner can your contribution to the City organization be the most productive.

It is our belief that when consistent personnel policies are known and communicated to all, the choices for greater job satisfaction increase. We encourage you to read these policies. If you have any questions, please ask your supervisor or department head. As you have ideas or suggestions for improvement, please do the same.

### **1.2 INTENT OF POLICIES**

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. Although we hope that your employment relationship with us will continue, we recognize that things may not always work out as hoped, and either of us may decide to terminate the employment relationship. Unless specific rights are granted to you in employment contracts, civil service rules, or elsewhere, all employees of the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice. Please understand that no supervisor, manager or representative of the City other than the Mayor, or his/her designated representative, has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing, unless otherwise stated in these policies.

### **1.3 SCOPE OF POLICIES**

These personnel policies apply to all City employees. In cases where these policies conflict or differ with any City ordinance, Civil Service rules or regulations, the provisions of a collective bargaining agreement, state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.

# CITY OF OMAK PERSONNEL POLICY

## **1.4 CHANGING THE POLICIES**

The City Council, by ordinance, shall enact any changes in compensation or benefit levels. The Mayor may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. Employees may request specific changes to these policies by submitting suggestions to their department head.

## **1.5 DEFINITIONS**

Department Head or Supervisor: An employee who is responsible for directing one or more departments.

Immediate Family: Includes the employee's parents, spouse, domestic partner, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparents, grandchild, or other relative who lives in the employee's home.

Regular Full-Time Employee: An employee who has successfully completed a trial period as defined in these policies, and who regularly works a minimum of thirty-two (32) hours a week.

Regular Part-Time Employee: An employee who has successfully completed a trial period as defined in these policies, and who regularly works less than thirty-two (32) hours a week.

Temporary Employee: Employees who hold jobs of limited duration due to special projects, abnormal workloads, or emergencies. Temporary employees are not eligible for City benefits.

Trial Employee: Employees who have not yet completed their trial period (Section 3.4) in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include trial employees.



# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 2 GENERAL POLICIES AND PRACTICES

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, disability, or prior retirement status.

### **2.2 DISABILITY DISCRIMINATION PROHIBITED**

The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability. The City will reasonably accommodate qualified individuals with disabilities provided the accommodation does not create an undue hardship for the City resources. To be qualified for employment with the City, a disabled person must be able to perform the essential job functions with or without reasonable accommodation. If an individual is unable to perform the essential job functions with or without reasonable accommodation, that individual is not a qualified individual for employment.

### **2.3 LIFE THREATENING/COMMUNICABLE DISEASES**

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance including regular daily attendance and the ability to perform the essential functions of the job and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including termination of employment, when a substantial and unusual safety risk to fellow City employees or the public exists.

### **2.4 ANTI-HARASSMENT POLICY**

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, age, or disability.

See Discrimination Complaint Procedure, Policy 2.6, for guidance on what to do if you experience harassment.

## **CITY OF OMAK PERSONNEL POLICY**

### **2.5 SEXUAL HARASSMENT PROHIBITED**

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is also inappropriate and offensive and will not be tolerated by the City.

Sexual harassment is behavior of a sexual nature which is unwelcome. Examples of sexual harassment include verbal behavior such as unwanted sexual comments, suggestions, jokes, or pressure for sexual favors; non-verbal behavior such as suggestive looks and leering, and physical behavior such as pats or squeezes, or repeatedly brushing against someone's body. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitute sexual harassment when:

1. It is part of a manager's or supervisor's decision to hire or fire,
2. It is used to make other employment decisions like pay, promotion, or job assignments;
3. It creates an intimidating, hostile, or offensive work environment.

Employees engaging in improper harassment are subject to discipline, including termination. See Discrimination Complaint Procedure, Policy 2.6, for guidance on what to do if you experience sexual harassment.

### **2.6 DISCRIMINATION COMPLAINT PROCEDURE**

Each member of management is responsible for creating an atmosphere free of discrimination and unlawful harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

Should you believe that you have been harassed or are the victim of discrimination, you should try, if possible, to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or impossible, you should discuss your concern immediately with the Mayor or a supervisor. No employee will suffer retaliation for reporting such concern. To the extent possible, complaints will be handled confidentially. If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or, an employee transfer, demotion, suspension or termination.

### **2.7 EMPLOYEE PERSONNEL RECORDS**

A personnel file for each department head is kept in the City Administrator's office, the Mayor has a personnel file for the City Administrator, and each department head keeps the personnel files of their respective employees. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the

## CITY OF OMAK PERSONNEL POLICY

employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, employees may file a written rebuttal statement to be placed in their file.

Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information in conformance with the Public Records Act, RCW 42.17.

### **2.8 EMPLOYMENT REFERENCES**

Only the Mayor, City Administrator, or department head will provide employment references on current or former City employees. Other employees shall refer requests for references to these supervisors. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.

# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 3 RECRUITING AND HIRING

### **3.1 RECRUITING**

Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability or age.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.

Any applicant supplying false or misleading information is subject to immediate termination, if hired.

### **3.2 HIRING**

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position, the department head will prepare and submit a written request to fill the position to the Mayor and/or the City Administrator. The position will be posted and/or advertised only after the Mayor has approved the request.

The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement. The City shall require a criminal background check to be completed by the City of Omak and provided to the department head.

Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with any agency or individual to prepare and/or administer examinations.

After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully

## CITY OF OMAK PERSONNEL POLICY

pass a medical examination, which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.

A candidate will be disqualified from consideration if: (1) found physically unable to perform the duties of the position and the individual's condition cannot reasonably be accommodated in the workplace; (2) the candidate refuses to submit to a medical examination or complete medical history forms; or (3) if the exam reveals use of alcohol and or controlled substances.

### **3.3 TEMPORARY EMPLOYEES**

Department Heads may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak workload needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law. Temporary employees normally do not receive retirement, vacation, sick leave, health insurance, holidays, or any other benefits during their employment.

Temporary employees pay contributions to the Social Security system, as does the City on their behalf. Temporary employees normally do not qualify for state PERS retirement system. Qualification of temporary employees for PERS retirement depends on the PERS eligibility criteria.

### **3.4 TRIAL PERIOD**

Upon hire or appointment, all employees enter a trial period that is considered an integral part of the selection and evaluation process.

The trial period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate. The normal trial period is six months from the employee's date of hire, re-hire or promotion with the exception of commissioned police officers who are covered by the police labor contract and public works employees who are covered by the public works labor contract whose normal trial period is twelve months from the employee's date of hire, re-hire or promotion. The Mayor may authorize the department director to extend the trial period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance.

Once the trial period is successfully completed, the employee may be certified to regular employment status. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the City for a specified duration.

## CITY OF OMAK PERSONNEL POLICY

Use of Sick Leave/Vacation During Trial Period: Trial employees may use their accrued sick leave from the beginning of their employment but may not use earned vacation until they have successfully completed their trial period.

### **3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)**

The immediate family of current city employees and City Council members will not be employed by the City where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other;
3. One party would be responsible for auditing the work of the other; or
4. Other circumstances exist that might lead to potential conflict among the parties or conflict between the interests of one or both parties and the best interests of the City.

Change in Circumstances: If two employees marry, become related or begin sharing living quarters with one another, and in the City's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the City, unless reasonable accommodations, as determined by the Mayor, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the City reserves the right to terminate either employee.

### **3.6 PROMOTIONS**

The City encourages promotion from within the organization whenever possible. All openings will be posted so that employees may become aware of opportunities and apply for positions in which they are interested and qualified. Before advertising a position to the public, the Mayor may choose to circulate a promotional opportunity within the City.

The City reserves the right to seek qualified applicants outside of the organization at its discretion.

All openings will be posted on the City bulletin board. To be considered for promotion, an employee must be employed in the position for at least six (6) months and meet the qualifications for the vacant position.

New Trial Period: After promotion to a new position, a new trial period of six (6) months must be completed, unless waived or reduced by the department head. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee or terminated from employment with the City.

**CHAPTER 4  
HOURS AND ATTENDANCE**

**4.1 WORKING HOURS**

The City's standard workweek is Sunday through Saturday with normal working days Monday through Friday 8:00 a.m. to 5:00 p.m., with a one hour unpaid lunch period. Due to the nature of the City's operations, longer hours may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each workweek. Different work schedules, such as in the case of police, public works, and fire employees, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their department heads.

**4.2 HOURS OF WORK AND OVERTIME**

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the City.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week. Police Department work schedules may be established as in the Police Department collective bargaining unit labor contract, and public works department work schedules may be established as in the Public Works collective bargaining unit labor contract. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

Non-exempt employees are entitled to additional compensation in cash when they work more than normal workday of at least eight (8) hours or beyond the normal workweek of forty (40) hours. All overtime must be authorized in advance by the employee's department head. Overtime pay is calculated at one and one-half times the employee's normal rate of pay for all time worked beyond the established work period. Compensatory time off, within the same work week as the overtime was authorized, may be substituted for monetary pay, with the permission of the employee's supervisor. Compensatory time off is calculated at 1 and ½ times the overtime hour(s) worked.

Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job, which may not necessarily be completed in a normal workweek. In recognition of the extra time

## CITY OF OMAK PERSONNEL POLICY

demands of certain exempt positions, informal paid leave may be taken, as mutually agreed upon by the employee and the Mayor. Exempt positions for the City of Omak are the City Administrator, Public Works Director, Assistant Public Works Director, Police Chief, Fire Chief, and the City Clerk.

### **4.4 ATTENDANCE**

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of his/her employees.

Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the workday begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with his/her designated representative, stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

### **4.5 UNUSUAL WEATHER CONDITIONS**

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety. An employee who is unable to get to work or leaves work early because of unusual weather conditions, may charge the time missed to: vacation, floating holiday, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

### **4.6 BREAKS AND MEAL PERIODS**

Employees may take one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public. Meal periods shall be scheduled by the employee's department head. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid and usually one hour in length.

### **4.7 CALL BACK**

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. Employees called back to duty will be paid their appropriate rate of pay for hours worked.



**4.8 PAYROLL RECORDS**

The official payroll records are kept by the City Clerk. Each department head may turn in on a weekly basis, or at a minimum on a monthly basis, a signed work record for each employee within their department, noting hours worked, leave taken and overtime worked. The City Administrator shall sign work records for department heads. The Mayor shall sign work records for the City Administrator.

# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 5 COMPENSATION

### **5.1 SALARY CLASSIFICATION AND GRADES**

Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule, which is approved annually by the City Council.

### **5.2 EMPLOYEE PAY RATES**

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the department head may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The Mayor may propose and the City Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted to a position in a higher classification and salary range shall receive the next highest available pay step in the new range.

### **5.3 PAYDAYS**

~~City employees are paid monthly on the 1<sup>st</sup> (1) business day of the month for the preceding month. Full-time employees and regular part-time employees shall be paid a mid-month advance of approximately one half (1/2) of their monthly net pay based on their base pay. If a regularly scheduled payday falls on Saturday, paychecks will be distributed on Friday; if it falls on Sunday, paychecks will be distributed on Monday; if it falls on a holiday, the preceding day shall normally be the payday; if it falls on a holiday which also is a Monday, the following day shall be pay day.~~

**City employees' salaries and wages shall be paid monthly for work performed in the preceding month. Salaries and wages are paid by direct deposit into employees' accounts on or before the seventh (7<sup>th</sup>) business day of the following month. Full-time and regular part-time employees may be paid a mid-month advance by direct deposit on or before the twenty-second (22<sup>nd</sup>) business day of the month of approximately one-half (1/2) their monthly net pay, based on their base pay.**

## CITY OF OMAK PERSONNEL POLICY

### **5.4 DEDUCTIONS**

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and deductions authorized by applicable union contract, or by statute.

### **5.5 TRAVEL REIMBURSEMENT POLICY**

#### **Section 1: Purpose**

To establish a policy and procedure related to obtaining travel authorization, advance travel funds, and expenditure or reimbursement authorization for expenses incurred in conduct of business of the City.

#### **Section 2: Authorization**

City officials and employees who claim reimbursement for expenses under this Chapter must be so authorized pursuant to Section 8. Reimbursement for travel expenses incurred for travel, seminars, and for convention and/or education purposes shall be allowed only when authorized in advance on the appropriate form. If at any time there are insufficient funds in a departmental budget to reimburse a City official or employee, no further reimbursements shall be authorized until necessary budget transfer or approval has been granted.

#### **Section 2a: Out-of-State Travel**

Whenever out-of-state travel is requested, prior permission shall be obtained from the City Council, with the following exception:

1. The Mayor may approve out-of-state travel for prisoner pickup and/or criminal investigations when time restraints do not allow for pre-approval by Council. The Mayor will report to the Council any approved out-of-state travel at the next scheduled City Council meeting.

#### **Section 3: Definition**

**"Authorized travel"** means any travel by a City official or employee for the purpose of official City business which is approved by the Mayor or his designee, Mayor Pro-tem, City Administrator or the Department Head, pursuant to Section 8.

**"Eligible Meals"** Meals which are sufficiently related to work that the cost will be paid by the City. Eligible meals can be purchased, subject to this policy and tax regulations, on either a taxable or non-taxable basis.

**"Tax Home"** The IRS identifies this as your regular place of business regardless of where you maintain your family home. It includes the entire city or general area in which your business or work is located.

**"Travel status"** The IRS defines this as a time when your duties require you to be away from the general area of your "tax home" substantially longer than an ordinary day's work, and you need to sleep or rest to meet the demands of your work while away from home. (In almost all cases, this means an overnight stay is involved.)

## CITY OF OMAK PERSONNEL POLICY

### **Section 4: Meals, Lodging, Travel and Incidentals**

In addition to the rates of pay and other allowances set forth in the annual budget of the City, City officials and employees shall be reimbursed for all reasonable and necessary expenses related to the operation of the City and the position held by the city official or employee and incurred in the course of authorized travel on city business.

- A. Reimbursements shall be made for actual expenses incurred for convention, seminar, or other registration fees; reasonable expenses incurred at meetings related to official City business; transportation to destination and return or mileage in accordance with Section 5
  - a. Actual costs for bus travel, train travel, taxi, tolls, car rentals, parking fees and air travel are eligible, provided all air travel shall be by coach class unless only high-cost accommodations are available.
  - b. Employees using a personally owned auto to travel out of town on City business will be reimbursed at the rate specified in Section 5 provided payment will not exceed coach class airfare to and from the same destination.
  - c. When appropriate and while using a City owned vehicle on City business out of the Okanogan County area, the employee shall secure a City gasoline credit card from the Finance Department and use such for purchases of gasoline, oil, emergency repairs, etc.
  - d. Actual cost of hotel or motel accommodations is eligible. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. The single accommodation rate must be noted on the hotel/motel bill submitted.
  
- B. Reimbursement shall be made for expenses incurred for meals as follows:
  - a. Meals in connection with authorized attendance at meetings, conventions, or conferences;
  - b. Meals when official business prevents an employee from returning to his or her home by 7:00 p.m., except for employees whose normal duty hours extend beyond 7:00 p.m.;  
Meals for employees engaged in an authorized emergency repair or operations substantially beyond their normal duty hours;
  - c. The amounts allowed for meal reimbursement including tips and taxes shall be as follows:
    - i. For a full day, which for purposes of this Section, means a travel period beginning before 8:30 AM, and ending after 4:30 PM, a per diem in the amount as established by the U. S. General Services Administration to be considered the rate for a "Non-High Cost Location". Individual meals will break down as listed by the GSA.
    - ii. If on approved city business for the full day, but one or more meals are included in the registration fee, the amount authorized in subsection 4(B)(c)(i) for the included meal will be subtracted from the total authorized per diem allowance to establish the maximum amount available for the remainder of the day;

## CITY OF OMAK PERSONNEL POLICY

- iii. Except as provided in Section 4, special allowances shall be made for meal expenses incurred in high cost locations as designated by the travel meals and incidental expense breakdown of the current Federal Travel Regulations per U.S. General Service Administration.
  - d. The City will allow one time meal expenses for persons serving on a non-paid ad-hoc board or committee, such as employee or consultant selection committees and for an approved volunteer recognition function.
- C. Reimbursement shall be made for reasonable expenses for meals, coffee, and light refreshment served to elected and appointed official and city employees regardless of travel status at a meeting where:
- a. The purpose of the meeting is to conduct city business or to provide formal training to City employees or city officials;
  - b. The meals, coffee, or light refreshments are an integral part of the meeting or training session;
  - c. The meeting or training session takes place away from the employee's or official's regular workplace; and
  - d. The Mayor or Mayor Pro-tem, City Administrator, or the Department Head or designee approves payments in advance for the meals, coffee, or light refreshments.

### **Section 5. Mileage**

- A. Any city officials and employees who are required or authorized to use their private automobiles in the performance of their official duties shall be allowed a reimbursement equal to the standard mileage rate allowed by the State of Washington Dept. of General Administration.
- B. All mileage payments are for each mile of necessary travel, provided that:
  - a. Reimbursement for mileage shall not exceed the round-trip coach airfare of a common carrier; and
  - b. Reimbursement for mileage shall be prohibited for travel by city officials or employees between their usual place of residence and their usual place of work. Parking expenses may be claimed under the category of incidentals and shall include official city automobiles.

### **Section 6. Expenses for which Reimbursement is Not Available**

No reimbursement shall be authorized or allowed for:

- A. Fines, penalties, and/or forfeitures;
- B. Tobacco, alcoholic beverages, personal telephone calls or telegrams, or other like personal items;
- C. Meals or lodging in lieu of other meals and/or lodging the expense of which is included in a convention or other registration fee;
- D. Meals or other expenses for persons not employed by the City except as provided in Section 4.

## CITY OF OMAK PERSONNEL POLICY

- E. Any unreasonable or unnecessary expense which may be otherwise permitted under this Chapter as determined by the appropriate elected official or designee in their respective office; Mayor, Mayor Pro-tem, City Administrator, or Department Heads.

### **Section 7. Claims for Reimbursement**

Claims for reimbursement of mileage shall state the dates and places, the number of miles, and the purpose or reason for the travel. Claims for reimbursement of travel expenses other than mileage shall be accompanied by invoices and/or receipts for all individual expense items in excess of \$20.00, except for meals. Invoices and/or receipts showing payment of overnight lodging expenses shall have clearly identified thereon the single occupancy rate. No reimbursement shall be made for expenses for alcoholic beverages.

### **Section 8. Approval of Payment**

- A. Non-council officials: No claim for reimbursement for travel expenses shall be paid unless approved by the responsible elected official or designee.
- B. Employees. No claim for reimbursement for travel expenses shall be paid unless approved by the responsible department head or designee.
- C. Travel expenses of City councilmember's. No claim for reimbursement for travel expenses by council members shall be paid unless approved by the Mayor or designee. No claim made by the Mayor shall be paid unless approved by the Mayor Pro-Tem or designee.

### **Section 9. Claims – Time Limits and Penalty for False Submissions**

Except as provided in Section 7, all claims for reimbursement must be submitted to the Finance Department immediately upon return from travel, on a form approved by the Finance Department, signed by the claimant, and approved by the claimant's department head or supervisor. Any person who knowingly approves or pays or causes to be approved or paid a false or untrue claim shall be punishable and civilly liable under RCW 42.24.110.

### **Section 10. Advance Allowances – Authorization**

- A. Official and employees of the City may receive advance cash allowances covering anticipated, reimbursable expenses to be incurred in the course of all authorized travel on City business. Such advance allowances shall be made upon the prior request of such officials and employees when approved by the appropriate department head or supervisor where the nature and duration of travel justify such advance or where the failure to make such advance would result in economic inconvenience to such official or employee. Requests for such advances shall be made on such form as approved by the Finance Department. Authorization for the issuance of travel advance checks shall be made not more than five days prior to commencement of the authorized travel.

## CITY OF OMAK PERSONNEL POLICY

- B. In cases where some of the necessary reimbursable costs and expenses are deemed to be properly payable prior to five days before the commencement of travel, the Finance Department may issue travel advance checks limited to those specific amounts.

### **Section 11. Advance Allowances – Accounting, Repayment, and Liability for Failure to Repay**

Travel advances shall be accounted for by submission of a proper claim and any excess repaid within ten days following the completion of travel, and failure to do so shall render the official or employee receiving such advance personally liable for the full unpaid amount plus interest at ten percent per year from the date of default until repaid. The City shall thereupon have a prior lien against and a right to withhold all funds payable or to become payable by the City to such official or employee. No advance shall be made to any official or employee who is delinquent in accounting for or repaying a prior advance. Under no circumstances shall any advance be considered as a personal loan to any official or employee and any unauthorized expenditure of any such advance shall be deemed a misappropriation of public funds.

### **Section 12. Advance Travel Revolving Account**

There is established the City of Omak Advance Travel Revolving Account to be used solely for the purposes of making advance payments of travel expense. This account will be maintained and replenished in strict accordance with RCW 42.24.130 and the directives of the Office of the State Auditor. The City Clerk shall be custodian of this account and the amount to be provided shall be set forth by separate resolution which shall be kept current.

### **5.6 COMPENSATION UPON TERMINATION**

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of termination, which has not already been paid.
2. Any overtime or holiday pay due.
3. A lump sum payment of any accrued but unused vacation. Annual leave earned during the trial period of employment shall not be paid out to an employee terminating prior to completion of their trial period.
4. Unused, accrued sick leave shall be purchased from the employee at twenty-five (25%) of the current value; such accrual will not exceed one hundred twenty (120) days, upon termination of the employee for any reason other than dismissal for cause.

# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 6 PERFORMANCE EVALUATIONS AND TRAINING

### **6.1 PERFORMANCE EVALUATIONS**

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. The Mayor is responsible for developing and maintaining the City's performance evaluation program. Employees are to be evaluated by their department heads or supervisors prior to completion of their trial period and usually once every 12 months thereafter.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

### **6.2 TRAINING POLICY**

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment, to offer training to assist employees' efforts to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include but are not limited to: on-the job training, in-house workshops, and seminars sponsored by other agencies or organizations.



# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 7 BENEFITS

### **7.1 RETIREMENT BENEFITS**

The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

All regular uniformed employees in the police and fire departments are covered by the Law Enforcement Officer's and Firefighters Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington. All regular full-time and part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify their department head or supervisor of their intent to retire at least three months prior to the date of retirement.

The City is a member of a deferred compensation plan, which allows employees to make deferred deposits up to certain dollar limits defined by the IRS.

### **7.2 DISABILITY BENEFITS (WORKERS COMPENSATION)**

All employees are covered by the State Workers' Compensation Program. This insurance covers employees in case of on-the job injuries or job-related illnesses. All job-related accidents should be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the job accident, he/she is required to file a claim for Workers' Compensation.

Any employee injured on the job and receiving sick leave pay, who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment, receive only that portion of the employee's regular salary which together with said payments, will equal the employees regular salary. In order not to **work** an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss payments shall endorse said payments to the City. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the City is not reimbursed by the Workman's Compensation endorsed to the City. Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability.

Compensation, schedule of benefits so that the sum of the daily sick leave allowance hereunder, and the aforesaid health and welfare plan, and accident and sickness income benefit or state disability benefits, shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one day.

## CITY OF OMAK PERSONNEL POLICY

An employee on leave without pay shall not accrue vacation, sick leave, holidays, or be eligible for Employer paid health and welfare benefits, except as mandated by law.

The City may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

### **7.3 HEALTH INSURANCE BENEFITS**

Regular full-time employees and their dependents are eligible to participate in the City's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

<sup>1</sup>Temporary employees and regular part-time employees will not be eligible for insurance coverage.

### **7.4 CONTINUATION OF INSURANCE COVERAGE**

COBRA Rights: Upon an employee's termination from City employment or upon an unpaid leave of absence, the employee may be eligible to continue City health insurance benefits to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or his/her dependents who elect to exercise their COBRA continuation rights.

Termination, Retirement, Leave of Absence: For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

### **7.5 UNEMPLOYMENT COMPENSATION**

City employees may qualify for State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

**CITY OF OMAK PERSONNEL POLICY**

**CHAPTER 8  
LEAVES**

**8.1 VACATION LEAVE**

Each regular, non-union full-time employee is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	<u>Days Earned Per Year</u>
First (1st) year	6.67 hours/month	10
Second (2nd) thru Fourth (4th)	6.67 hours/month	10
Fifth (5th) year	10.00 hours/month	15
Sixth (6th) year	10.67 hours/month	16
Seventh (7th) year	11.33 hours/month	17
Eighth (8th) year	12.00 hours/month	18
Ninth (9th) year	12.67 hours/month	19
Tenth (10th) year	13.33 hours/month	20
Eleventh (11th) year	14.00 hours/month	21
Twelfth (12th) year	14.67 hours/month	22
Thirteenth (13th) year	15.33 hours/month	23
Fourteenth (14th) year	16.00 hours/month	24
Fifteenth (15th) year	16.67 hours/month	25

All new employees must satisfactorily complete their trial period to be entitled to the accrual and use of vacation leave. Employees that are promoted are subject to the provisions of Section 3.6 regarding promotions and are allowed to use accrued vacation leave. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay.

Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests shall be submitted at least two weeks prior to taking vacation leave. The two-week advance notice may be waived at the department head's or supervisor's discretion.

<sup>2</sup> Annual leave may be accumulated up to a total of two-hundred forty (240) hours at any one time. The maximum number of vacation hours, which may be carried over from one calendar year to the next, is 200 hours. Employees will be paid for unused vacation time upon termination of employment.

**8.2 SICK LEAVE**

a. Eligible employees are entitled to one (1) day of sick leave for each month of employment and may accumulate sick leave to a maximum of one hundred and twenty days. Unused, accrued sick leave shall be purchased from the employee at twenty five percent (25%) of the current value, such accrual not to exceed one hundred twenty (120) days, upon termination of the employee from the City of Omak for any reason other than dismissal for cause.

## CITY OF OMAK PERSONNEL POLICY

- b. <sup>3</sup>Full-Time employees shall be eligible for sick leave after thirty (30) days service with the employer.
- c. A deduction of one (1) working day of sick leave shall be made for each absence due to illness, injury, or medical treatment related to pregnancy. The rate of sick leave shall be the same per day as that paid the employee per working day.
- d. <sup>4</sup>Sick leave shall be deducted on the basis of one half (1/2) hour increments.
- e. If an employee is on vacation and becomes sick or disabled, the employee may charge such absence to his accumulated sick leave account by satisfactory notice to his supervisor. The scheduled time off shall be deferred to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to his accumulated vacation leave.
- f. Any illness requiring time off must be reported to the immediate supervisor on or before the first day of the absence, and the employee shall keep the immediate supervisor apprised of each subsequent day(s) of absence. If such illness exceeds two (2) or more consecutive workdays, the immediate supervisor may require a doctor's certificate. Sick leave is subject to the approval of the immediate supervisor.
- g. Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.

### **8.3 LEAVE WITHOUT PAY**

The Mayor may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such a prolonged illness, parenting, caring for an ill relative, or pursuing an education.

### **8.4 JURY AND WITNESS LEAVE**

Jury Duty. The City provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have completed their training period receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance the additional leave will be unpaid. Exempt salaried employees who are asked to serve longer than two weeks should contact the Mayor to discuss whether further paid leave will be provided.

Payment provided by the courts during periods of paid jury duty leave must be paid over to the City, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

Witness Duty All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are

## CITY OF OMAK PERSONNEL POLICY

a witness in a case involving the City. For exempt salaried employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

### **8.5 ADMINISTRATIVE LEAVE**

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the City as determined by the Mayor during the pendency of an investigation or other administrative proceeding.

### **8.6 MILITARY LEAVE**

We provide all employees leave while performing military service in accordance with federal and state law. Regular full-time and part-time employees receive paid military leave of up to 15 working days per year for military service. In general, if military service extends beyond 15 working days, the additional leave will be unpaid. Exempt salaried employees who serve longer than two weeks should contact the Mayor to discuss whether further paid leave will be provided. All employees who are not eligible for paid military leave are provided unpaid leave for a period of their military service. Military service includes active military duty and Reserve or National Guard training. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.

### **8.7 FAMILY AND MEDICAL LEAVE**

The City complies with the federal Family and Medical Leave Act of 1993 (the FMLA) and all applicable state laws related to family and medical leave. This means that in cases where the law grants you more leave than our leave policies provide, we will give you the leave required by law.

Family Leave Eligibility: The FMLA provides up to 12 weeks of unpaid, job protected leave every 12 months to eligible male and female employees for certain family and medical reasons. To be eligible you must have worked for us for at least one year, and for 1,250 hours over the previous 12 months.

Reasons for Taking Leave: Under the terms of The Family and Medical Leave Act of 1993 (FMLA), TITLE 29, PART 825 of Code of Regulations, employees may request leave without pay under the following conditions:

- (a) For the birth of a son or daughter, and to care for the newborn child;
- (b) For placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition, and,
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

## CITY OF OMAK PERSONNEL POLICY

Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for up to twelve (12) weeks within a twelve (12) month period.

The twelve (12) month period shall be defined as a calendar year, commencing January 1.

The Employer will require the employee to first use and exhaust all paid leave available to the employee as part of any Family and Medical leave. All requests for leave any other notices regarding Family medical Leave shall be in writing.

The Article shall be consistent with the FMLA and adopted regulations and is not intended to expand upon the rights set forth in said Act or regulations.

### Application & Authorization

- (a) Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
- (b) In the event of sickness, disability, or death in the employee's immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law) the employee shall be granted sick leave with pay.

Advance Notice and Medical Condition: We require that you provide us with advance leave notice, with medical certification, of the need for a leave related to a health condition, and with medical certification of your fitness to return to duty after medical leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

You must give at least 30 days advance notice of your request for leave if the reason for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment. If 30 days notice is not practicable, you must give us notice as soon as practicable, usually within one or two business days advance notice, and if the need for the leave and the approximate date of the leave were clearly foreseeable by you, we may deny your request for leave until at least 30 days after the date you give us notice.

We require that you provide a medical certification to support a request for leave because of a serious health condition (your own or your child's spouse's or parents) whenever the leave is expected to extend beyond five consecutive working days or will involve intermittent or part time leave. We may require second or third opinions, at our opinion, at our expense.

We require that you provide a medical certification of your fitness for duty to return to work after a medical leave that extends beyond 10 consecutive working days, that involves a mental disability or substance abuse, or where the medical condition your job

## CITY OF OMAK PERSONNEL POLICY

are such that we believe you may present a serious risk of injury to yourself or others if you are not fit to return to work.

Periodic Reporting: If you take leave for more than two weeks, we require that you report to us at least every two weeks on your status and intent to return to work.

Health Insurance: If you are covered by our group health plan (medical, dental or vision), we will continue to provide paid health insurance during FMLA leave on the same basis as during regular employment. But if you don't return to work after the leave, you will be required to pay us back for our portion of the insurance premium unless your failure to return was beyond your control.

Other Insurance: If you are covered by other insurance plans through us, such as life or disability insurance, those coverage's will continue during paid leave on the same basis as during regular employment. If you take unpaid FMLA leave, you will be responsible during leave for the premiums you normally pay plus the premiums we normally pay for you. If you don't pay these premiums, we may choose to pay them for you, to keep your coverage from lapsing, but you will be responsible for repaying us whether or not you return to work.

Couples Employed by Us: If both you and your spouse work for us and you request leave for birth, adoption or foster care placement of a child, to care for a new child, or to care for a sick parent, the total annual FMLA LEAVE available to you as a couple for those purposes is 12 weeks.

Determining Leave Availability: FMLA leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the "12 month" period is defined as a calendar year commencing January 1 as the date you use any FMLA leave.

Leave Related to Pregnancy: If you take leave for the disability phase of pregnancy or childbirth while you are physically unable to work, this time is counted against your annual 12 week FMLA leave allowance. For example, if you take six weeks of FMLA leave for childbirth to recover from childbirth, you are entitled to only six weeks of FMLA LEAVE after that to care for your new child.

### **8.8 BEREAVEMENT LEAVE**

We provide regular, full-time and part-time employees with paid leave for up to three (3) days in the event of the death of an immediate family member.

### **8.9 ANNUAL LEAVE SHARING**

The purpose of annual leave sharing program is to permit employees to provide annual leave to a fellow employee who is suffering from a severe or extraordinary illness, injury, or other impairment, is out of sick leave, vacation time, floating holidays, and who will imminently go on leave without pay or terminate City employment. It is understood and agreed to as follows:

## CITY OF OMAK PERSONNEL POLICY

### General:

1. An employee may receive the donated annual leave benefit from another employee conversely; an employee may donate to another employee. All reference to donated/shared leave shall be annual leave.
2. Employees with more than ten (10) days of accumulated annual leave may donate the excess to a designated recipient. Donations of annual leave may not bring the donor's annual time balance below ten (10) days.
3. All leave donated under the leave sharing arrangement shall be day for day. A day shall be considered eight (8) hours. No differentiation will be made between the salary level of the donor and the recipient.
4. There shall be no retroactive applications for donated leave.
5. The total of any one employee's donations to the bank may not exceed five (days) in any calendar year. All donations shall be in full days.
6. All donations shall be strictly voluntary and shall be done on "Donation of Annual Leave" form. The donor must designate the recipient. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
7. Donations to the leave-sharing program shall be confidential except to the extent disclosure is required by law.

### Eligibility to Receive Leave:

1. An employee may receive leave if the employee suffers from a severe or extraordinary illness, severe or extraordinary nonjob-related injury, or severe or extraordinary impairment which has caused or is likely to cause the employee take to leave without pay or which may cause the employee to be terminated from City employment.
2. An employee receiving a leave sharing benefit must have exhausted all sick leave, annual time, and floating holidays.
3. An employee receiving a leave sharing benefit must have abided by the City's policies respecting sick leave.
4. An employee receiving the leave sharing benefit shall receive no more than a total of one hundred twenty (120) days of such leave during the course of his or her employment with the City of Omak.
5. The employee receiving the leave sharing benefit must be in a position which annual and sick leave can be accrued and used.



## CITY OF OMAK PERSONNEL POLICY

6. The employee must not be receiving time-loss payment as a result of an on-the job injury.
7. While an employee is using shared leave, he or she will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.

### **8.10 HOLIDAYS**

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
One (1) Floating Holiday	

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Non-exempt regular full-time employees will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the department head.

Temporary and regular part-time employees will be paid at their regular straight-time rate for hours worked on a holiday.

### **8.11 RELIGIOUS HOLIDAYS**

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her department head's approval, take the day off using vacation or leave without pay.

### **8.12 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES**

Unless noted otherwise in these policies, temporary and regular part time employees are not eligible to receive benefits, including leaves, holidays and insurance.

# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 9 EMPLOYEE RESPONSIBILITIES AND CONDUCT

### **9.1 GENERAL CODE OF CONDUCT**

All City employees are expected to represent the City to the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position, department head or supervisor. Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct.

Among the City's expectations are: basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.

The City is a relatively small organization. To function as efficiently as possible, we may ask you to perform seemingly "menial" duties outside your regular assignments. It is no reflection on your worth to the City, but a necessary arrangement for most small organizations. To make the most efficient use of personnel, the City also reserves the right to change your work conditions and the duties originally assigned. If these arrangements become necessary, we expect your best cooperation.

### **9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST**

Employees shall not, directly, or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to, outside employment which:

1. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
2. Is conducted during the employee's work hours;
3. Utilizes City telephones, computers, supplies, or any other resources, facilities or equipment;
4. Is with any person or business which has contracts with or does business with the City; or
5. May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self employment, may do so only after obtaining prior approval from his/her immediate supervisor.

# CITY OF OMAK PERSONNEL POLICY

## **9.3 REPORTING IMPROPER GOVERNMENTAL ACTION**

### General Policy:

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy is created to encourage employees to disclose any improper governmental action taken by city officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

### Key Definitions:

Improper Governmental Action: Any action by a city officer or employee that is:

1. Undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, and
2. In violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.
3. "Improper governmental action" does not include personnel actions (hiring, firing, complaints, promotions, reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

Retaliatory Action: Any material adverse change in the terms and conditions of an employee's employment.

Emergency: A circumstance that, if not immediately changed, may cause damage to persons or property.

Procedure for Reporting Improper Government Action: City employees who become aware of improper governmental action should follow this procedure:

1. Bring the matter to the attention of his/her supervisor, non-involved, in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.
2. Where the employee believes the improper action involves the supervisor, the employee may raise the issue directly with the Mayor.
3. The Mayor or his/her designee, as the case may be, shall promptly investigate the report of improper government action. After the investigation is completed (within thirty (30) days of the employee's report), the employee shall be advised of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

An employee who fails to make a good faith effort to follow this policy shall not be entitled to the protection of this policy against retaliation, pursuant to RCW 42.41.030.

## CITY OF OMAK PERSONNEL POLICY

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency, such as the prosecuting attorney's office, if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper government action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to occur.

Protection Against Retaliation: It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred. Employees who believe they have been retaliated against for reporting an improper government action should follow this procedure:

Procedure for Seeking Relief Against Retaliation:

1. Employees must provide a written complaint to the supervisor within thirty (30) days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor. The written charge shall specify the alleged retaliatory action and the relief requested.
2. The Mayor, or supervisor, as the case may be, shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written charge.
3. After receiving the City's response, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for hearing must be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of receipt of the charge of retaliation to the Mayor or department head for response.
4. Within five (5) working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearing's for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing, unless an extension is granted.

## CITY OF OMAK PERSONNEL POLICY

5. Policy Implementation: The Mayor is responsible for implementing these policies and procedures. This includes posting the policy on the City bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

### **9.4 POLITICAL ACTIVITIES**

City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

No City employee who, as part of his or her daily assigned duties meets with and represents the City to the public shall wear or display any button, badge or sticker relating to any candidate or ballot issue during working hours, nor shall such employee use a uniform or vehicle provided by the City during any campaign activities. The display of stickers or other campaign material on City owned vehicles and the use of any City facility or equipment such as copy machines, stamps, envelopes or other resources funded with public tax moneys to promote or oppose any political issue or candidate, is prohibited.

Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

### **9.5 NO SMOKING POLICY**

For health and safety considerations, the City prohibits smoking by employees in all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

### **9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS**

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks and lockers if necessary.

The City also furnishes computers for use in conducting City business. Because the computers are for City business, the City reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. City computers are not for personal use.

**9.7 USE OF CITY VEHICLES AND EQUIPMENT**

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employee's misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

**9.8 BULLETIN BOARDS**

Information of special interest to all employees is posted regularly on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the respective department head.

**9.9 CONTACTS WITH THE NEWS MEDIA**

The Mayor, City Administrator, or designated department heads shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Mayor, City Administrator, or department head may designate specific employees to give out procedural, factual or historical information on particular subjects.

**9.10 SEAT BELT POLICY**

Per Washington law, anyone operating or riding in City vehicles must wear seat belts at all times.

**9.11 DRIVER'S LICENSE REQUIREMENTS**

As part of the requirements for certain specific City positions, an employee may be required to hold a valid Washington State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her department head and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her department head. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination.

**9.12 SOLICITATIONS**

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by us may not solicit, survey, petition, or distribute literature on our premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Exceptions to this rule may be made in special circumstances where the City determines that an exception would serve the best interests of the organization and our employees. An example of an exception might be the United Way campaign or a similar, community-based fund raising effort.

## CITY OF OMAK PERSONNEL POLICY

2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area under this policy.

### **9.13 SAFETY**

Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her department head. The City will make every effort to remedy problems as quickly as possible.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their department head.

Since being exposed to a blood borne pathogen may lead to sicknesses such as hepatitis, AIDS, or malaria, and since the City wants to assure our employees as safe and healthy a work environment as possible, it is the policy of the City to comply with all statutory obligations for the prevention of exposure to blood borne pathogens. Employees should familiarize themselves with the City's Exposure Control Plan and follow it at all times. Failure to comply with this Plan will result in discipline up to and including termination.

Employee safety depends on the safety consciousness of everyone. In order to facilitate a safe work environment, employees may not bring dangerous weapons to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. The only exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons.

### **9.14 SUBSTANCE ABUSE**

The City's philosophy on substance abuse has two focuses: (1) a concern for the well-being of the employee and (2) a concern for the safety of other employees and members of the public.

Availability of Rehabilitation or Treatment: The City encourages employees who are concerned about their alcohol or drug use to seek counseling, treatment, and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to helping employees, who voluntarily come forward, overcome substance abuse problems. In most cases, the expense of treatment may be fully or partially covered by the City's benefit program. Please contact the appropriate department head for more information. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination. This section shall

## CITY OF OMAK PERSONNEL POLICY

not apply to employees who have been tested positive as part of a City drug test prior to the disclosure of a substance abuse problem.

When Job Performance is Affected: Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol, marijuana, (including prescribed medical marijuana) or controlled substances (other than legally prescribed) during work hours. The City may also discipline or terminate an employee who reports for duty or works under the influence of alcohol, marijuana or controlled substances. An employee may be required to submit to alcohol, marijuana or controlled substance testing when the City has reasonable suspicion that the employee is under the influence of controlled substances, marijuana or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

Substance Abuse Policy for Operators of Commercial Motor Vehicles: City employees who hold commercial driver's licenses ("CDLs") and who operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by the federal government. These regulations require urine drug testing and alcohol breath testing in the following circumstances:

1. Pre-employment;
2. Reasonable suspicion;
3. Post-accident;
4. Return to duty testing;
5. Random testing.

CDL holders who test positive must be removed from service and are subject to discipline, up to and including termination. CDL holders should consult the City's CDL policy entitled "Fitness for Duty Policy" for the additional details concerning these rules.

Drug-Free Workplace: Based on the federal Drug-Free Workplace Act, the manufacturing, distribution, dispensation, possession and use of unlawful drugs (as defined by Federal law, which includes marijuana) or alcohol on City premises or during work hours by City employees is strictly prohibited. Employees also must notify the City within five (5) days of any conviction for a drug violation in the workplace. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.



# CITY OF OMAK PERSONNEL POLICY

## CHAPTER 10 DISCIPLINE AND TERMINATION

### **10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION**

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore provided for your guidance certain conduct, which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The following specified conduct is illustrative and not comprehensive.

1. Misrepresentation or withholding of pertinent facts in securing employment.
2. Unauthorized use or possession of the city facilities/property. Unauthorized use of position with the city for personal gain or advantage. Accepting unlawful gratuities or bribes. Lying.
3. Smoking in any unauthorized posted area or creating of fire hazards in any area.
4. Violation of dress standards. Violation of the City's telephone use policy.
5. Failure to report an occurrence causing damage to the City, customer, or public property.
6. Failure to properly secure the City facilities or property.
7. Loitering after completing day's work, which results in the disruption of the City's business or the work effort of other employees. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the premises without the permission of the supervisor.
8. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned.
9. Unauthorized recording of another employee's time record. Both employees can be subject to disciplinary action.
10. Habitual lateness for work. Absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism.
11. Loitering, goofing off, failing to assist others in a work situation.
12. Making malicious, false, or derogatory statements while on duty that are intended or could reasonably be expected to damage the integrity or reputation of the City or our employees, on or off premises. Disorderly conduct, including fighting on the premises. Rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees. Immoral conduct while on duty.
13. Intentional falsification of records/paperwork required in the transaction of the City business.
14. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work. Concealing defective work.
15. Failure to observe safety practices, rules, regulations, and instructions. Negligence that results in injury to others. Failure to wear required safety clothing and equipment.
16. Failure to promptly report to your immediate supervisor an on-the job injury or accident involving an employee, equipment, property, or visitor.

## CITY OF OMAK PERSONNEL POLICY

17. Dishonesty or theft, including deliberate destruction, damage, or removal of the City or other's property from the premises' or any job site.
18. Possession, use, sale, or being under the influence of alcohol and controlled substances while on the City business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such employee has given his/her supervisor prior notice of such use and/or possession and such use does not impair safe and/or efficient work performance.
19. Possession of explosives or weapons on the premises or at any job site.
20. Conviction of a gross misdemeanor or felony.

### **10.2 POSSIBLE DISCIPLINARY ACTIONS**

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

1. Oral Warning
2. Written Reprimand.
3. Suspension.
4. Demotion.
5. Termination.

The choice of what discipline to apply in any particular case is solely the City's. Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full work week unless the infraction involves violation of safety rules of major significance.

### **10.3 PRE-TERMINATION HEARING**

In the case of termination of an employee, other than trial employees, the City will conduct a pre-termination hearing. The pre-termination hearing serves as a check against mistaken decisions and as an opportunity for an employee to furnish additional facts before a termination decision is finalized.

In the event a department head or supervisor desires to terminate an employee, the employee shall be provided with a notice of the recommendation for termination. The notice shall include an explanation of the charges, on which the recommendation is based, and the time and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

Pre-termination hearings will be presided over by the Mayor or a designated representative. The hearings are intended to be informal. The employee may show cause why he/she should not be terminated. The employee may bring one person to the hearing as a representative.

Usually within two (2) working days after the pre-termination hearing, the Mayor will issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. A longer review period may be required in more complex situations.

**10.4 LAYOFF**

The Mayor may lay off employees for lack of work, budgetary restrictions, reorganization or other reasons as determined by the Mayor.

Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will usually be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the City. Employees may be re-employed for a period of up to one (1) year from the date of lay off if a vacancy occurs in a position for which they are qualified. To be eligible for re-employment, the former employee must maintain a current address and phone number with the City and a statement they desire to be considered for re-employment.

**10.5 RESIGNATION**

An employee should provide four (4) weeks notice of resignation. This time limit may be waived by the employee's department head or supervisor or the Mayor.

**CHAPTER 11  
COMPLAINT PROCEDURES**

**11.1 COMPLAINT PROCEDURES**

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. For this reason the City provides its employees with procedures for resolving complaints.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with his/her department head. The department head will usually respond to the employee in writing within five (5) days after meeting with him/her, if possible.

Step 3: If the employee is not satisfied with the response from the department head, the employee may submit the problem, in writing, to the Mayor. The written complaint must contain, at a minimum:

1. A description of the problem;
2. A specific policy or procedure which the employee believes has been violated or misapplied;
3. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
4. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances.

The Mayor may meet with the parties, either individually or together, and will usually respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor's response and decision shall be final and binding.

Certain employees may have more than one source of dispute resolution rights, i.e. the City's Civil Service rules, a collective bargaining agreement, if any, and this complaint process. Employees represented by a bargaining unit or who are covered under Civil Service rules should follow grievance procedures set out in their respective labor contracts or Civil Service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

**RECEIPT OF PERSONNEL POLICIES**

**All employees shall read, sign, date and return this form to your department head. The form will be placed in the employee's personnel file.**

Enclosed are the City of Omak's personnel policies. It is your responsibility to read these policies, as they will acquaint you with your employee benefits, our personnel practices and rules, and some organizational philosophy.

It is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the City and its employees. Although we hope that your employment relationship with us will continue, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship.

Unless specific rights are granted to you in employment contracts, civil service rules, or elsewhere, all employees of the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice.

As the City grows and changes, personnel policies may change. The City, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the City other than the Mayor has the authority to make any written or verbal statements or representations which are inconsistent with these policies.

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

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Date**

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: May 6, 2024

Subject: **Ordinance 1941, providing for the annexation of certain real property owned by the City of Omak, to the City of Omak, Washington and incorporating the same within the corporate limits thereof.**

---

The Attached Ordinance 1941, An Ordinance providing for the annexation of certain real property owned by the City of Omak, to the City of Omak, Washington and incorporating the same within the corporate limits thereof, is forwarded for your consideration.

The property annexed by this Ordinance, (Parcel #3426120030) consists of approximately .27 acres of land within the boundaries of said property, being contiguous to the incorporated area of the Omak Municipal Airport and owned by the City of Omak.

This parcel was acquired by the City to remedy the Airport “through the Fence” issue in 2016.

I support the passage of this Ordinance

**ORDINANCE NO. 1941**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF OMAK, TO THE CITY OF OMAK WASHINGTON AND INCORPORATING THE SAME WITHIN THE COPORATE LIMITS THEREOF**

**WHEREAS**, RCW 35A.14.300 provides for the annexation of property for municipal purposes by a majority vote of the City Council; and

**WHEREAS**, The City of Omak owns the property identified as parcel number 3426120030; and

**WHEREAS**, the current boundary of the city limits is contiguous to the property annexed by this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAK AS FOLLOWS:**

**Section 1.** The following described real property is hereby annexed into and made a part of the City of Omak, Washington:

Tax 30 Part of the West half the West half of the Southwest quarter of the Northwest quarter, of Section 12, Township 34 North, Range 26 East, Okanogan County Assessor's Parcel No. 3426120030.

TOGETHER WITH: all after acquired title of the Grantor herein.

SUBJECT TO: Easements, restrictions, and reservations of record, if any.

**Section 2.** All property within the territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

**Section 3.** From and after the effective date of this ordinance, the above-described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of Omak, and the property shall be zoned Airport Industrial (AI) as provided by Title 18 OMC.

**Section 4. SEVERABILITY.** The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

**Section 5.** This ordinance shall take effect five (5) days after passage and publication of any approved summary thereof consisting of the title.

**PASSED AND APPROVED BY THE CITY COUNCIL,** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Filed with City Clerk: \_\_\_\_\_

Passed by City Council: 1<sup>ST</sup> Reading \_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the City Council of the City of Omak passed Ordinance No. 1941

DATED this \_\_\_\_ day of \_\_\_\_\_ 2024.

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





Robinson Canyon Rd.

OMAK AIRPORT RD.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: May 6, 2024

Subject: Ordinance 1942- Single Read - Amending 2024 Salary Schedule

---

The Attached Ordinance 1942- Amending Ordinance No. 1938, Non-Union Personnel Salary Schedule for Fiscal Year 2024, is forwarded for your consideration.

This Ordinance Amends the 2024 Non-Union Employee's Salary Schedule, for the Part-Time Seasonal Pool Staff. On October 6, 2023, information was released by L&I as to the 2024 minimum wage increase of \$16.24. This increase was used to set pool employee hourly wages for 2024. While working on hiring pool staff, Deputy Clerk Hicks discovered a discrepancy between the L&I wage on their website and our 2024 Salary Schedule. The minimum wage amount had changed. This Ordinance will correct the minimum wage to \$16.28 for WSI Pool Employees and the Supervisor and Manager wage are increased by a like percentage.

I approve this Ordinance and urge it Adoption.

**ORDINANCE NO. 1942**

**AN ORDINANCE AMENDING ORDINANCE NO. 1938,  
NON-UNION PERSONNEL SALARY SCHEDULE FOR  
FISCAL YEAR 2024**

**WHEREAS**, the City Council of the City of Omak adopted the Non-Union Salary Schedule for 2024 effective January 1, 2024, by Ordinance No.1935, on January 2, 2024, and then it was amended by Ordinance No. 1938 on March 4, 2024; and

**WHEREAS**, the 2024 minimum wage calculation was announced by the Associations of Washington Cities on October 06, 2023, and was used to calculate the pool employees; and

**WHEREAS**, the Deputy Clerk reviewed the 2024 minimum wage and found a discrepancy between L&I and our 2024 Salary Schedule; and

**WHEREAS**, the hourly wage for the Part-Time Seasonal Pool WSI Employee has been amended in accordance with the Washington State Department of Labor and Industries 2024 minimum wage of \$16.28 per hour; and

**WHEREAS**, the hourly wage for the Part-Time Seasonal Pool Shift Supervisor and Managers will increase by a like percentage of 3.4% above the 2023 pool wage schedule.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAK AS FOLLOWS:**

**Section 1.** Ordinance No. 1942, adopting the Non-Union Salary Schedule for fiscal year 2024, shall be amended to reflect the 2024 Washington State minimum wage for seasonal pool staff as shown in Attachment "A" of this ordinance.

**Section 2.** The hourly wage for Part-Time Seasonal Pool Employees are established and effective as of January 1, 2024, and are outlined in the 2024 Salary Schedule, which is shown as Attachment "A".

**Section 3.** This ordinance shall become effective from and after the date of its passage by Council, by a majority vote of all Councilmembers, approved by the Mayor, and publication as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL,** this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Filed with City Clerk: \_\_\_\_\_

Passed by City Council: 1<sup>ST</sup> Reading \_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the City Council of the City of Omak  
passed Ordinance No. 1942

DATED this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

<b>2024 Non-Union Employees</b>		<b>Attachment "A"</b>	<b>2024</b>					
<b>Salary Schedule</b>								
<b>Ordinance 1942</b>	<b>Department</b>	<b>Description</b>	<b>Annual Salary/Range</b>		<b>Monthly Salary Range</b>		<b>Hourly Wage/range</b>	
<b><u>Elected Officials</u></b>								
	Mayor		N/A	\$24,000.00	N/A	\$2,000.00		N/A
	City Council	-\$200/\$300 per meeting	N/A	N/A	N/A			N/A
<b><u>Full-Time Administrative</u></b>								
	City Administrator		\$111,986.37	\$127,257.24	\$9,332.20	\$10,604.77		Exempt
<b><u>Full-Time Department Heads</u></b>								
	Police Chief		\$103,330.36	\$117,420.86	\$8,610.86	\$9,785.07		Exempt
	Fire Chief		\$94,465.03	\$107,346.62	\$7,872.09	\$8,945.55		Exempt
	City Clerk		\$88,021.10	\$100,023.97	\$7,335.09	\$8,335.33		Exempt
	Public Works Director		\$92,211.76	\$104,781.60	\$7,684.31	\$8,731.80		Exempt
<b><u>Full-Time Administrative Staff</u></b>								
	Building Official		\$75,712.40	\$86,036.81	\$6,309.37	\$7,169.73		Exempt
	Assistant Public Works Director		\$76,869.82	\$87,352.06	\$6,405.82	\$7,279.34		Exempt
	Deputy Clerk		\$61,084.60	\$69,414.31	\$5,090.38	\$5,784.53	\$29.37	\$33.37
<b><u>Full-Time Community Outreach Response Engagement (C.O.R.E)</u></b>								
	C.O.R.E Program Manager		\$77,440.00	\$88,000.00	\$6,453.33	\$7,333.33	\$37.23	\$42.31
	Outreach Specialist		\$62,920.00	\$71,500.00	\$5,243.33	\$5,958.33	\$30.25	\$34.38
	Team O.N.E. Lead			\$60,000.00		\$5,000.00		\$28.85
<b><u>Full-Time Office Staff &amp; Police Secretary</u></b>								
	Grade 5	0-6 months employment		\$43,934.88		\$3,661.24		\$21.12
	Grade 4	After 6 months employment		\$51,742.42		\$4,311.87		\$24.88
	Grade 3	After 2 years employment		\$54,330.94		\$4,527.58		\$26.12
	Grade 2	After 3 years employment		\$56,947.44		\$4,745.62		\$27.38
	Grade 1	Upon supervisor's recommendation and Mayors approval		\$59,521.97		\$4,960.16		\$28.62
<b><u>Full-Time Code Enforcement/Animal Control</u></b>								
	Grade 5	0-6 months employment		\$45,515.98		\$3,793.00		\$21.88
	Grade 4	After 6 months employment		\$48,104.50		\$4,008.71		\$23.13
	Grade 3	After 2 years employment		\$53,799.24		\$4,483.27		\$25.87
	Grade 2	After 3 years employment		\$57,730.99		\$4,810.92		\$27.76
	Grade 1	Upon supervisor's recommendation and Mayors approval		\$65,524.54		\$5,460.38		\$31.50
<b><u>Part-time Temporary Court Administrator</u></b>								\$32.66
<b><u>Part-time Temporary/Seasonal Employees</u></b>								<b>Hourly Wage</b>
	Pool Manager							20.20 <b>\$20.24</b>
	Pool Shift Supervisor							46.63 <b>\$16.66</b>
	Pool WSI State Minimum Wage							\$46.24 <b>\$16.28</b>
	Temporary Police Officer							\$31.99
	Stampede Temporary Police							\$42.24
	Seasonal or Part/time Public Works Employees							\$22.00
<b><u>Volunteer Firefighters</u></b>								<b>Stipend</b>
	Drills-Per Practice							\$20.00
	Fires-Per Call							\$25.00
	On Call Supervisor/per day							\$150.00
<b>Monthly Longevity for Full-Time Employees with the exception of Department Heads:</b>								
	5 years	\$50 per month						
	10 years	\$100 per month						
	15 years	\$150 per month						
	20 years	\$200 per month						
Knowledge and Experience shall be a factor in determining probationary wage and pay grade, within the published schedule, as determined in the initial employment offer.								



We use cookies. Find out about cookies [here](#). By continuing to browse this site you are agreeing to our use of cookies. [Accept](#)



[AWC Home Page](#) / [Advocacy](#) / [News](#) / [Advocacy news](#)

## Advocacy

Published on Oct 06, 2023

# Washington minimum wage increases to \$16.24 per hour in 2024

Contact: [Matt Doumit](#)

The Department of Labor & Industries [announced](#) an increase in the state minimum wage to \$16.24/hour, effective January 1, 2024.

Washington's minimum wage is annually adjusted to inflation and is among the highest state minimum wages in the United States. The minimum wage for 14- to 16-year-olds will also be adjusted to \$13.84/hour in 2024. Some cities have set higher local minimum wages.

The \$0.50 increase next year is smaller than [last year's increase](#) likely because inflation has [decreased](#) since this time last year. You can find more information and resources on Washington's minimum wage [here](#).

With the annual adjustment of the minimum wage, also comes the annual adjustment to the overtime exemption threshold. The overtime exemption threshold is the minimum level that salaried employees must be paid to be exempt from being paid overtime. The 2024 threshold will be 2x the minimum wage, or at least \$1,302.40/week (\$67,724.80/year), to avoid overtime.

The overtime exemption threshold is calculated as a multiplier of the minimum wage, and L&I is currently in the midst of an [eight-year](#)

3.2%

Related content

Meet your lobbyists

We use cookies. Find out about cookies [here](#). By continuing to browse this site you are agreeing to our use of cookies. [Accept](#)

empower the vulnerable and the marginalized minimum wage multiplier for the

Advocacy | HR & labor relations | HR Insights



## 2024 minimum wage: **\$16.28 per hour**

3.4% Incr.

Washington's minimum wage will be \$16.28 per hour beginning Jan. 1, 2024.

Workers who are 14 or 15 years old may be paid 85% of the adult minimum wage, or \$13.84 per hour.

For more information about Washington's minimum wage law, see the required workplace poster *Your Rights as a Worker* or visit [www.Lni.wa.gov/workers-rights](http://www.Lni.wa.gov/workers-rights).