
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday, September 2, 2025 – 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 August 18, 2025
2. Approval of 2025 Claims

F. OLD BUSINESS

1. Ord 1954–2nd Read-Apr. Budget Amendment–Airport Interfund Loan ☒

G. NEW BUSINESS

1. Res. 51-2025 – Approve Purchase from 4imprint ☒
2. Res. 52-2025 – Fixing Time for the Annexation Petition Hearing ☒
3. Res. 53-2025 – Approve Acceptance of Grant Offer - WSDOT Aviation ☒
4. Res. 54-2025 – Approve Change Order #1 – Rudnick & Sons, LLC ☒
5. Res. 55-2025 – Approve Change Order #1 – JR Construction ☒
6. Res. 56-2025 – Approve Rejection of All Bids - WWTP Clarifier Imprv ☒

H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

I. ADJOURNMENT



Action by City Council

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: August 18, 2025 (1st Read)
September 2(2nd Read)

Subject: Ordinance 1954 Amending Budget- Interfund Loan Airport

The Attached **Ordinance 1954 - Amending the City of Omak 2025 Budget, Appropriating Additional Funds in the Current Expense Fund for Airport Interfund Loan**, is forwarded for your consideration.

The Ordinance recognizes a \$200,000.00 Interfund loan from the Current Expense Fund to the Airport fund. This is a zero-interest loan that will be paid back before the end of the fiscal year.

This transfer is needed to maintain cash flow, for the project work, that is being completed on the north taxiway and runway projects. FAA is holding a portion of the eligible reimbursement funds for these projects until close outs are complete. Estimated reimbursements will be more than adequate for payment of the loan funds.

I approve of this Ordinance and recommend its adoption.

ORDINANCE NO. 1954

**AN ORDINANCE AMENDING THE 2025 BUDGET FOR THE CITY OF OMAK,
APPROPRIATING ADDITIONAL FUNDS IN THE CURRENT EXPENSE FUND FOR
AIRPORT INTERFUND LOAN**

WHEREAS, the City of Omak adopted the 2025 Budget by passage of Ordinance No. 1947 on December 2, 2024; and

WHEREAS, the \$1.2 million-dollar North Taxiway Reconstruction Project is funded mostly with grant dollars from the Federal Aviation Administration (FAA), Airport Improvement Program; and

WHEREAS, the FAA withholds a percentage of eligible reimbursements for this grant until the project is closed out; and

WHEREAS, additional cash flow is needed in the Airport Fund to meet its continued operation and obligations until the close out of the North Taxiway Reconstruction Project; and

WHEREAS, a \$200,000 Interfund Loan from the Current Expense Fund to the Airport Fund will provide the needed cash flow for the continued operation and obligations of the Airport Fund; and

WHEREAS, the loan to the Airport Fund shall bear an interest rate of 0% per annum; and

WHEREAS, repayment of the loan shall be made by December 31, 2025; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1947, adopting the 2025 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

PASSED by the City Council of the City of Omak, this _____ day of _____, 2025.

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: 1ST Reading _____
2nd Reading _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2025, the City Council of the City of Omak passed Ordinance No. 1954.

DATED this ____ day of _____ 2025

Connie Thomas, City Clerk

Attachment A			
Ordinance 1954			
8/18/2025			
001 Current Expense			
Beginning Fund Balance			
001-308-	\$ 2,401,806.41	\$ -	\$ 2,401,806.41
Interfund Loan Received			
001-381-20-00-00	\$ -	\$ 200,000.00	\$ 200,000.00
Revenue Total	\$ 6,057,855.12	\$ 200,000.00	\$ 6,257,855.12
Total Fund	\$ 8,459,661.53	\$ 200,000.00	\$ 8,659,661.53
Ending Fund Balances			
102-508-	\$ 838,775.81	\$ -	\$ 838,775.81
Interfund Loan Issued			
001-581-10-00-00	\$ -	\$ 200,000.00	\$ 200,000.00
Expenditure Total	\$ 7,620,885.73	\$ 200,000.00	\$ 7,820,885.73
Total Fund	\$ 8,459,661.54	\$ 200,000.00	\$ 8,659,661.54
406 Airport Fund	Budget	Increase/Decrease	Revised Budget
Beginning Fund Balance			
406-308-51-00-00	\$ 341,762.50	\$ -	\$ 341,762.50
Interfund Loan Received			
406-381-10-00-00	\$ -	\$ 200,000.00	\$ 200,000.00
Total Revenue	\$ 1,873,850.00	\$ 200,000.00	\$ 2,073,850.00
Total Fund	\$ 2,215,612.50	\$ 200,000.00	\$ 2,415,612.50
Ending Fund Balance			
406-508-51-00-00	\$ 190,890.70	\$ -	\$ 190,890.70
Airport Interfund Loan Repayment			
406-581-20-00-00	\$0.00	\$200,000.00	\$200,000.00
Total Expenditure	\$ 2,024,721.79	\$200,000.00	\$ 2,224,721.79
Total Fund	\$ 2,215,612.49	\$200,000.00	\$ 2,415,612.49
406 Airport Fund			
This amendment recognizes a \$200,000 loan and its repayment in fiscal 2025. Initiated from the Current Expense Fund for Airport project cash flow needs.			



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: September 2, 2025

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 51-2025

The CORE Program Manager, in collaboration with local law enforcement and community organizations, is organizing the 2025 *Kick'n it with the Cops* event to strengthen community-police relationships through youth engagement and inclusive recreational programming. The Omak Police Department will host two events, with the first scheduled for October 18, 2025, requiring timely procurement of branded t-shirts, hats, and drawstring bags for participants, volunteers, and sponsors. Sponsorship funding has been secured to fully cover these costs, including commemorative plaques for gold and platinum sponsors. After reviewing quotes from three vendors, staff recommends purchasing from 4imprint due to their competitive pricing, broad product selection, and reliable delivery timelines. Shipping costs and potential additional plaque orders will also be covered by sponsorship funds. No City general funds will be used for this purchase. Total purchasing costs will not exceed \$9,000, inclusive of shipping and any applicable fees, to be paid entirely with funds raised through event sponsorships.

RESOLUTION NO. 51-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE FOR
ITEMS WITH 4 IMPRINT KICK'N IT WITH THE COPS**

WHEREAS, the CORE Program Manager, in partnership with local law enforcement and community organizations, is organizing the 2025 Kick'n it with the Cops event to foster positive community-police relationships through youth engagement and inclusive recreational programming; and

WHEREAS, the City will host two events, beginning October 18, 2025, and has secured sponsorship funding to cover all associated costs, including branded t-shirts, hats, drawstring bags, and commemorative plaques for sponsors; and

WHEREAS, staff reviewed multiple vendors and recommends 4imprint for its competitive pricing, product selection, and delivery timelines that meet event needs; and

WHEREAS, all purchases, including potential shipping fees and additional sponsor plaques, will be funded entirely through sponsorship contributions.

WHEREAS, Staff requests City Council approval to proceed with the procurement of event materials from 4imprint, not to exceed the total sponsorship funds allocated for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, the City Council hereby authorizes the purchase of event supplies for *Kick'n it with the Cops* from 4imprint in an amount not to exceed **\$9,000**, inclusive of shipping and any applicable fees, to be paid entirely with funds raised through event sponsorships.

DATED this _____ day of _____, 2025.











APPROVED: _____
Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Estimated Delivery Date: SEPTEMBER 10		QTY		SUBTOTAL		
	Knit Pom Cuff Beanie w/Stripes WE-15036 Color: Royal w/White	+ View Details	250	Additional Charges	\$1780.00	
Estimated Delivery Date: TBD						
	80 GSM Tonal Colorblock Sportpack - Full Color BKE-18004FC Color: Reflex Blue	+ View Details	250	Additional Charges	\$1142.50	
	Gildan® Adult DryBlend 50/50 Short Sleeve T-Shirt - Colors WE-1068C Color: Black	+ View Details	250	Additional Charges	\$2257.50	
	Gildan® Adult DryBlend 50/50 Short Sleeve T-Shirt - Colors WE-1068C Color: Scarlet Red	+ View Details	35	Additional Charges	\$363.30	
	Gildan® Youth DryBlend 50/50 Short Sleeve Tagless T-Shirt - Colors WE-1069C Color: Black	+ View Details	250	Additional Charges	\$2097.50	
					Shipping Charges	\$173.64
					Subtotal	\$7640.80
Total						\$7814.44

Clear My Cart

Continue Shopping

Checkout

*Did not have wood plaques available



Description Gildan 5.5 oz. DryBlend 50/50 T-Shirt - Youth - Screen
Item # 103477-Y-S
Item Color Black
QTY 250
Total \$2,260.00

[Edit](#)
[Remove](#)

[Price Details](#)



Description Gildan 5.5 oz. DryBlend 50/50 T-Shirt - Screen - Colors
Item # 103477-S-C
Item Color Black
QTY 250
Total \$2,265.00

[Edit](#)
[Remove](#)

[Price Details](#)



Description Juno Wood Plaque - 10"
Item # 150295-10
Item Color Black/Satin Silver
QTY 8
Total \$547.96

[Edit](#)
[Remove](#)

[Price Details](#)



Description Gildan 5.5 oz. DryBlend 50/50 T-Shirt - Screen - Colors
Item # 103477-S-C
Item Color Red
QTY 35
Total \$592.10

[Edit](#)
[Remove](#)

[Price Details](#)



Description Crossland Heather Pom Beanie
Item # 151300
Item Color Royal Blue/Heather Gray
QTY 250
Total \$1,672.50

[Edit](#)
[Remove](#)

[Price Details](#)



Description Porter Drawstring Sportpack
Item # 138927
Item Color Blue/Black
QTY 250
Total \$922.50

[Edit](#)
[Remove](#)

[Price Details](#)

Order Summary

B2503 Applied [Remove](#) **(\$826.01)**
Subtotal (6 products) **\$7,434.05**

[Proceed to Checkout](#)

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Chat

Email

Call

Your Artwork

How do I upload my art files?

Once you've completed checking out, an option is provided to upload your art file(s). We gladly accept all file types.

For text instead of a logo, enter it in the 'Additional Instructions' box during checkout and mention it should be text only, or reply to the confirmation email after placing your order.

What if I don't have my art files right now?

No worries, the confirmation email you'll receive after ordering will have additional instructions.

360° Guarantee. ▾

[Continue Shopping](#) | [Save as Favorites Board](#) | [View Favorites Boards](#) | [Share Your Cart](#)

[Clear Cart](#)

My Cart

Gildan® Budget Unisex T-shirt

[Remove](#)

Size: S (20), M (75), L (75), XL (60), 2XL (20)

[Edit quantity and size](#)

Selected options

[Edit design](#)

Group total

\$3,124.16

Order summary

Subtotal \$10,568.17

Shipping (calculated at checkout) -

Tax (calculated at checkout) -

Total due \$10,568.17

Have a code? ▾

[Sign in and checkout](#)[Checkout as guest](#)[PayPal](#)[Pay](#)[PayPal](#) Pay monthly for purchases of \$49-\$10,000. [Learn more](#)

Your order qualifies for free Economy delivery (\$100.00 minimum, ex. tax)

Spend
\$100.00

Gildan® Ultra Cotton® Kids' T-shirt

[Remove](#)

Size: XS (20), S (60), M (60), L (75), XL (35)

[Edit quantity and size](#)

Selected options

[Edit design](#)

Group total

\$3,124.16



Robin Drawstring Backpack

Quantity 250

[Remove](#)[Edit quantity](#)

Selected options

[Edit](#)

Item total

\$711.66



Port Authority® R-Tek® Stretch Fleece Beanie

Quantity 250

[Remove](#)[Edit quantity](#)

Selected options

[Edit](#)

Item total

\$2,969.79

Gildan® Budget Unisex T-shirt

[Remove](#)

Size: S (8), M (12), L (6), XL (6), 2XL (3)

[Edit quantity and size](#)

Selected options

[Edit design](#)

Group total

\$638.40

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: September 2, 2025

Subject: **Resolution 52-2025, Fixing time for hearing for annexation request and petition**

The Attached Resolution 52-2025, A Resolution fixing the time for hearing on petition for annexation, two parcels, consisting of 20 acres of land, into the City of Omak is forwarded for your consideration.

The City has received petitions from Western Sunset LLC & Jess O'Dell expressing their intent to annex to the City of Omak as provided for in RCW-35.13.125.

The petitioners are also requesting to designate the parcels as Residential Duplex (RD) in accordance with the Omak zoning map and regulations.

Please see the attached petitions, legal descriptions, and vicinity map.

I support the passage of this Resolution.

RESOLUTION NO. 52-2025

A RESOLUTION, FIXING TIME FOR HEARING ON RESOLUTION FOR AN ANNEXATION OF TWO PARCELS OF LAND ALONG ROSS CANYON ROAD IN NORTH WEST OMAK.

WHEREAS, RCW 35.13.125, applicable to the City of Omak, provides for the commencement of proceedings for the legislative body of the City of Omak to resolve to annex territory to the city, unincorporated territories of land lying contiguous to existing city limits and within the city's urban growth area; and

WHEREAS, the legislative body of the City of Omak resolves to annex such territory to the City of Omak pursuant to said statute; and

WHEREAS, the following described real property is the subject matter of this Resolution for annexation:

See the Okanogan County parcel numbers and legal descriptions attached as Exhibit "A" & Exhibit "C", and the area map attached as exhibit "B"; and

WHEREAS, real property set forth in Exhibits "A" and "C" contain approximately 20 acres of land having said boundaries of such area contiguous to the City of Omak; and

WHEREAS, the real property set forth in Exhibits "A" and "C" has not heretofore been incorporated as a city or town; and

WHEREAS, there are 0 (zero) registered voters residing in the area proposed to be annexed.

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

SECTION I

That Monday, the 6th day of October 2025, at the hour of 7:00 o'clock p.m. be and the same is hereby fixed as the date for public hearing upon the annexation resolution at the Council Chambers, City Hall, 2 North Ash St., Omak, at which time and place or as soon thereafter as the matter be heard, all interested persons may appear and voice their approval or disapproval of said annexation.

SECTION II

That the City Clerk of the City of Omak give notice of the time and place of hearing of said annexation resolution by publication of the resolution at least once a week for two weeks prior to the date of hearing in the Omak-Okanogan Chronicle, a newspaper of general circulation in the City of Omak and the area proposed to be annexed.

PASSED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

PETITION FOR ANNEXATION
to the
City of Omak, Washington

TO: Honorable Mayor and Council of the City of Omak
Post Office Box 72
Omak, Washington 98841

WE, the undersigned, in regards to the real property described on Exhibit "A" attached hereto, lying contiguous to the City of Omak, Washington assert the following facts;

- A. We are the owners of not less than fifty percent (50%), in acreage, (according to the records of the County Assessor); and
- B. We are not less than fifty percent the registered voters (50%) who reside there within.

We, do hereby petition that such territory be annexed to and made a part of the City of Omak under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington. The territory proposed to be annexed is within Okanogan County, Washington, and the boundaries are outlined on the plat on Exhibit "B" attached to this petition.

We, the undersigned accept the following stipulations of annexation:

- 1. The adoption of land use restriction in the manner of the territory being regulated as part of a RD Zoning District in substantial compliance of the City of Omak Comprehensive Plan; and
- 2. The territory to be annexed will require assumption of existing city indebtedness; and
- 3. No non-municipal wells shall be constructed on the property annexed.
- 4. The City will be a party in changes in use of water on the property annexed.

Therefore, the undersigned petition the honorable City Council and ask:

- (a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and
- (b) That following such hearing, the City Council determine by ordinance that such annexation shall be made, annexing the territory described in Exhibit "A", and declaring the date whereon such annexation shall be effective; and that property so annexed shall become a part of the City of Omak, Washington, subject to its laws and ordinances then and thereafter in force.

PETITION FOR ANNEXATION
to the
City of Omak, Washington

page ___ of ___

Therefore, the Petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed at the same rate and on the same basis as property within the City of Omak, Washington for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of the annexation, and that simultaneous adoption of zoning regulations that are consistent with the City's Comprehensive Plan is required.

(Names of the petitioners should be in identical form as the same appearing in the record of the chain of title of the real estate.)

Name of the Petitioner (Please print): Owner , Voter or Both (Please mark)

Signature: *Ryan Vichy* Date: 8-19-25
Mailing address: 40 Yote Road East Wenatchee, WA 98802

Physical address, if petitioner is a registered voter, who resides within the territory of the proposed annexation: _____

Brief legal description:

WARNING:

Every person who signs this petition with any other than his/her true name, or who knowingly sign more than one of these petitions, or signs a petition seeking an election when he/she is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

ATTACH SEPARATE PAGES FOR:

1. Each person/entity in the chain of title and each separate parcel; and/or
2. Each registered voter.



Wendy K. Foth
8.19.25

PETITION FOR ANNEXATION
to the
City of Omak, Washington

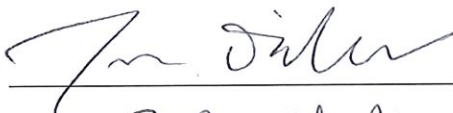
page __ of __

Therefore, the Petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed at the same rate and on the same basis as property within the City of Omak, Washington for any now outstanding indebtedness of said City, including assessments or taxes in payments of any bonds issued or debts contracted, prior to or existing at the date of the annexation, and that simultaneous adoption of zoning regulations that are consistent with the City's Comprehensive Plan is required.

(Names of the petitioners should be in identical form as the same appearing in the record of the chain of title of the real estate.)

Name of the Petitioner (Please print): Owner, Voter or Both (Please mark)

Jess O'Dell

Signature:  Date: 8/21/25

Mailing address: 238 Old Riverside Hwy OMAK, WA

Physical address, if petitioner is a registered voter, who resides within the territory of the proposed annexation: _____

Brief legal description:

WARNING:

Every person who signs this petition with any other than his/her true name, or who knowingly sign more than one of these petitions, or signs a petition seeking an election when he/she is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

ATTACH SEPARATE PAGES FOR:

1. Each person/entity in the chain of title and each separate parcel; and/or
2. Each registered voter.

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 3426264009

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 26, TOWNSHIP 34 NORTH, RANGE 26 EAST W.M., OKANOGAN COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY FOR OKANOGAN COUNTY ROADS.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

EXHIBIT "C"

- LEGAL DESCRIPTION -

Parcel Number 3426264013

The Southwest quarter of the Southwest quarter of the Northwest quarter in Section 26, Township 34 North, Range 26 East W.M., Okanogan County, Washington, EXCEPT any portions thereof lying within the right of way for Okanogan County Road No.'s 9251 and 9244.

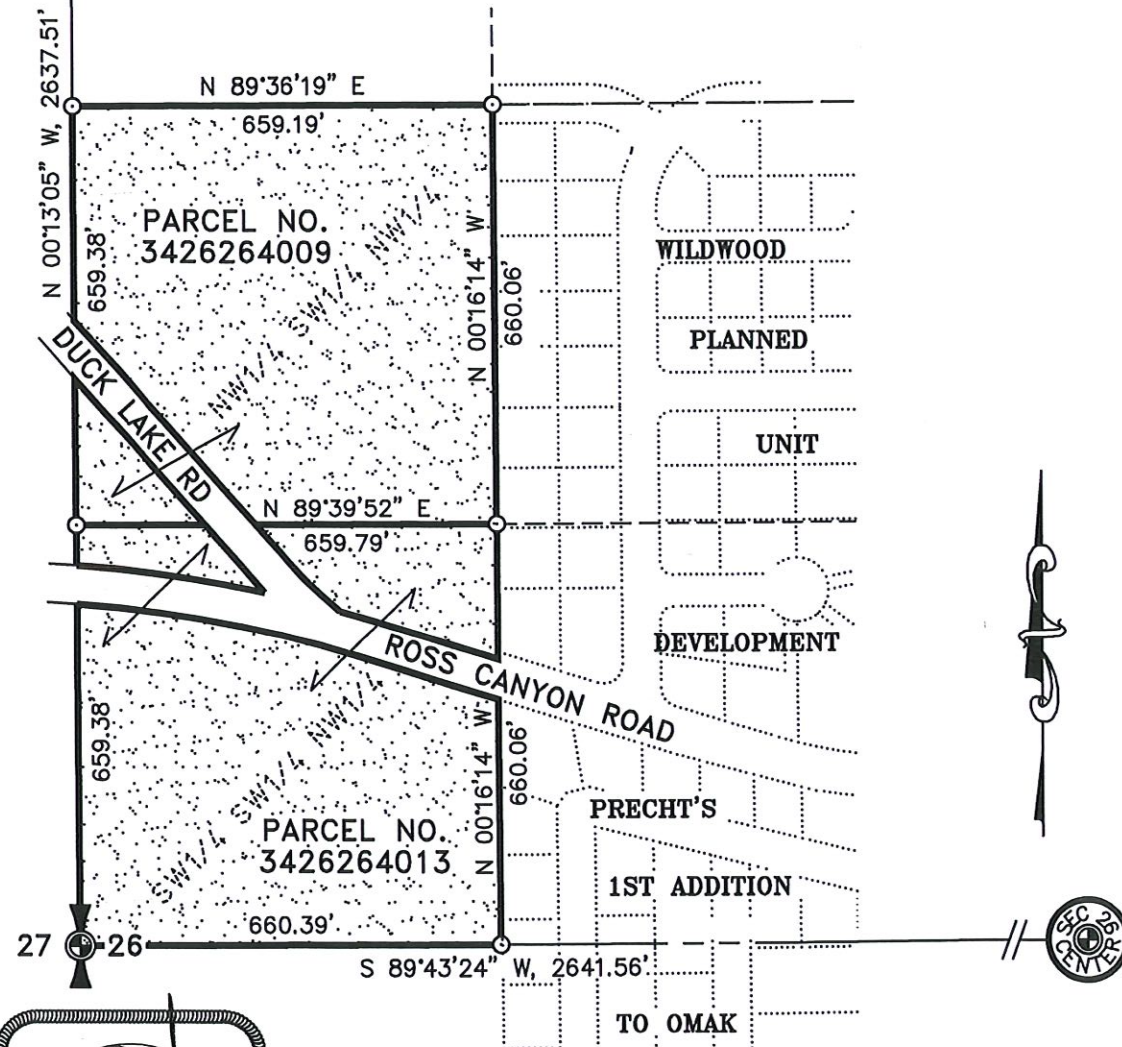
TOGETHER WITH AND SUBJECT TO all provisions and restrictions of record and easements now existing and of record.

EXHIBIT "B"

22 23
27 26

City of Omak Annexation Exhibit

The NW1/4 SW1/4 NW1/4 & The SW1/4 SW1/4 NW1/4
Of Section 26, T40N R26E, W.M., Okanogan County, Washington



SCALE 1"=300'

0 150 300 600

DATE SIGNED 8-21-25

DATE: 08-21-2025	DWG NAME: VICKERY ANNEX EXHIBIT
DRAWN BY: TRP	JOB NO.: -
SCALE: 1" = 300'	SHEET 1 OF 1



Timothy R. Pecha, PE PLS
1105 Koala Drive
Omak, WA 98841
(509) 826-2800

AFTER RECORDING MAIL TO:
Western Sunset LLC
40 Yote Rd
East Wenatchee, WA 98802

Filed for Record at Request of: WFG National Title Company of Eastern WA
Escrow Number: 25-139222

Statutory Warranty Deed

Abbreviated Legal: NW SW NW

Additional legal(s) on page: 3

Assessor's Tax Parcel Number(s): 3426264009

THE GRANTOR **GreenScape Homes, LLC**, a Washington limited liability company, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to **Western Sunset LLC**, a Washington limited liability company, the following described real estate, situated in the County of Okanogan, State of Washington:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

EXCISE TAX PAID

Amount \$1382.00
Date 08/08/2025
Affidavit No. 136344
OKANOGAN COUNTY TREASURER



Dated this 7 day of August, 2025.

GreenScape Homes, LLC

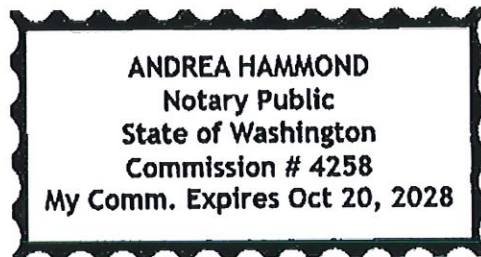
By: Jon Hayse
Jon Hayse, member

☒ If checked, This notarial act involved the use of communication technology.

STATE OF Washington }
County of KING } SS.

This record was acknowledged before me on this 7 day of August, 2025 by Jon Hayse, as member, of GreenScape Homes, LLC.

Andrea Hammond
Notary Public for Washington 10/20/2028
My commission expires: _____



Completed via Remote Online Notarization using 2 way Audio/Video technology.

EXHIBIT "A"
LEGAL DESCRIPTION TO STATUTORY WARRANTY DEED

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 26 EAST W.M., OKANOGAN
COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY FOR OKANOGAN COUNTY
ROADS.

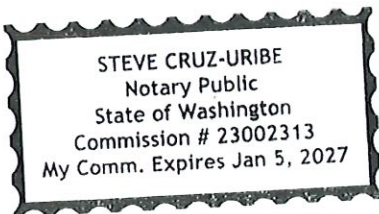
SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
RCW 42.45.140

State of Washington }
County of Okanogan } ss.

This record was acknowledged before me on 8/21/2025
Date

by Jess O'Dell
Name(s) of Individual(s)



Steve Cruz-Urbe
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")

Place Notary Seal and/or Stamp Above

My commission expires: 1/5/2027

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: Petition for Annexation - Omak

Document Date: 8/21/2025 Number of Pages: 1

Signer(s) Other Than Named Above: _____

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 2, 2025

Subject: Resolution 53-2025 Accepting WSDOT Aviation Grant for 17/35 Runway Maintenance

The Attached Resolution 53-2025 ACCEPTING WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AVIATION GRANT OFFER GC 1270 FOR RUNWAY 17/35 PAVEMENT MAINTENANCE, is forwarded for your consideration.

This is a grant with the WSDOT Aviation to pick up a portion of the of the Runway maintenance project that is currently under design. The project is estimated to cost around \$450,000 to complete. It is estimated that we will receive \$427,500 from the FAA and \$11,250 from the WSDOT Aviation. The City will be required to contribute \$11,250 to the completion of this project.

I support the resolution and recemend its aproval

RESOLUTION NO. 53-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION AVIATION GRANT OFFER
GC 1270 FOR RUNWAY 17/35 PAVEMENT MAINTENANCE**

WHEREAS, the City of Omak has been offered a grant from the Washington State Department of Transportation Aviation (WSDOT) to supplement the Federal Aviation Airport Improvement Grant, AIP3-53-0042-017-2025, Runway 17/35 Pavement Maintenance; and

WHEREAS, the total costs for the maintenance project has been estimated at \$450,000; and

WHEREAS, the funding allocations for the completion of this project will be spread amongst WSDOT \$11,250, Local Match \$11,250 and the FAA \$427,500; and

WHEREAS, acceptance of this grant will ensure adequate local funding is available for the completion of this project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak Washington, that the grant offer between the City of Omak and the Washington State Department of Transportation Aviation, attached hereto as Exhibit "A", is hereby approved and the Mayor is authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



Aug 21, 2025

Mayor Cindy Gagné
City of Omak
P.O. Box 72
Omak, WA 98841

Re: Airport Aid Grant Offer GCC 1270 / Omak Municipal Airport / \$11,250.00

Dear Mayor Cindy Gagné:

Each year Washington State Department of Transportation (WSDOT) Aviation's Airport Aid Program provides crucial financial assistance to many of Washington State's public use airports to address pavement, safety, planning, maintenance, runway safety and security needs. We would like to take this opportunity to congratulate the City of Omak (herein called the "Sponsor") on your Airport Aid grant award.

WHEREAS, the Sponsor has submitted to WSDOT Aviation an Airport Aid Application (herein called the "Application") dated May 14, 2025, for a grant of state funds for a project at or associated with Omak Municipal Airport (herein called the "Airport") which Application, as approved by WSDOT Aviation, is hereby incorporated herein and made a part hereof; and

WHEREAS, WSDOT Aviation has approved a project for the Airport (herein called the "Project") consisting of the following:

- Runway 17/35 Pavement Maintenance, including eligible items as of July 1, 2025; all as more particularly described in the Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of RCW 47.68.090, *Aid to municipalities, Indian tribes, persons*, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to Washington State and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, WSDOT Aviation, for and on behalf of the State of Washington, hereby offers and agrees to pay, as the state's share of the allowable costs incurred in accomplishing the Project, two and a half (2.5) percent of all allowable Project costs, up to a maximum amount of \$11,250.00. This Offer is made on and subject to the following terms and conditions:

- 1) The maximum obligation of the State of Washington payable under this Offer shall be Eleven Thousand Two Hundred and Fifty Dollars (\$11,250.00).
- 2) The allowable costs of the project shall not include any costs determined by WSDOT Aviation to be ineligible.
- 3) Payment of the state's share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe.
- 4) The Sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe and agrees to comply with the assurances which were made part of the Application.
- 5) WSDOT Aviation reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
- 6) This offer shall expire, and State of Washington shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before Friday, August 29, 2025, or such subsequent date as may be prescribed in writing by WSDOT Aviation.
- 7) The State of Washington shall not be responsible or liable for damage to property or injury which may arise from, or be incident to, compliance with the grant agreement.
- 8) WSDOT Aviation reserves the right to terminate the agreement at any time because of legal matters detrimental to the state or the local government, insufficient funds held by WSDOT Aviation to complete the Project, or by mutual consent between the City of Omak and WSDOT Aviation. WSDOT Aviation will be responsible only for the state's proportionate share of the actual Project costs incurred at the time of any such termination.
- 9) This Offer is intended to supplement, and is conditioned on, the Sponsor's receipt of Federal funds for the South Taxilane Development Area and eligible items, under AIP 3-53-0042-017-2025. The withdrawal or termination of these Federal funds may result in the withholding of future airport aid under this Offer, or the return of State funds issued as a match to withdrawn or terminated Federal funds, as appropriate in WSDOT's sole discretion.

If you accept this allocation, you will be required to supply WSDOT Aviation with monthly copies of billings and costs for this Project. Failure to supply these copies may slow down and possibly jeopardize your reimbursement. WSDOT Aviation must be able to review your records on this Project at any time for future audit purposes.

WSDOT Aviation expects the project to be completed by the date indicated on the submitted project schedule. Any modifications to the schedule will need to be submitted to WSDOT Aviation with an explanation and schedule revision. All modifications must


be approved by WSDOT Aviation in writing prior to making any changes. The Washington State Legislature has appropriated funding for WSDOT's Airport Aid Program for the 2025 – 2027 biennium ending on June 30, 2027. Any airport's failure to complete a project in a timely manner potentially affects funding of the entire Washington State aviation system.

The airport must remain open for the expected life of Twenty (20) years, otherwise 100% of the grant funding must be returned within Thirty (30) days of closure, sale or discontinuance of service.

The Sponsor's acceptance of this Offer and ratification and adoption of the Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereafter provided, and this Offer and Acceptance shall comprise an agreement with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. If you accept this grant offer, subject to the conditions stated, **please complete the following steps:**

- **Have an official authorized by the Sponsor (a) sign the attached Grant Agreement (do not fill in the execution date on the first page) and (b) sign this Grant Offer Letter.**
- **You may email electronically signed pdf documents to garth.cumberbatch@wsdot.wa.gov or return a wet signature via mail to WSDOT Aviation, PO Box 47312 Olympia, WA 98504 (Note: WSDOT Aviation will return electronically signed copies for your records).**

Sincerely,



Garth Cumberbatch
Airports Grant Coordinator

Encl: Grant Agreement

Cc: Governor Bob Ferguson
Senator Patty Murray
Senator Maria Cantwell
Representative Michael Baumgartner

Acceptance of grant offer:

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Application and incorporated materials referred to in the foregoing Offer; and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Application.

Mayor Cindy Gagné
City of Omak
August 21, 2025
Page 4

DATE

SIGNATURE



<h2 style="text-align: center;">Grant Agreement</h2> <p style="text-align: center;">Washington Airport Aid Program</p>	Public Entity and Address City of Omak PO Box 72 Omak, Washington 98841
Airport Name Omak Municipal	
Maximum State Grant Obligation \$ \$11,250.00	

THIS AGREEMENT, made and entered into this _____ day of August, 2025, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the Omak Municipal Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
GCC 1270	\$11,250.00 - Runway 17/35 Pavement Maintenance - Construction, including eligible items as of July 1, 2025.

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 11,250.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 11,250 to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and sign-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Deputy Director, Aviation Division

The City of Omak does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of August, 2025.

Name of Public Entity: City of Omak

By: _____

Title: Mayor

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 2, 2025

Subject: Resolution No. 54-2025 Approving Change Order No. 1 – Rudnick & Sons,
Jonathan Avenue Improvemet Project

The Attached Resolution 54-2025 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN RUDNICK & SONS, LLC AND THE CITY OF OMAK FOR JONATHAN AVE IMPROVEMENTS PROJECT, is forwarded for your consideration.

This resolution will approve a change order to move a 2 inch irrigation line that was in the way of planned storm drainage structures.

This amendment increase the contract by \$5,692.48 and 2 working days.

I support the resolution and recemend its aproval

RESOLUTION NO. 54-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER
NO. 1 TO THE CONTRACT BETWEEN RUDNICK & SONS, LLC AND THE CITY OF
OMAK FOR JONATHAN AVENUE IMPROVEMENTS PROJECT**

WHEREAS, the City of Omak awarded the contract for the Jonathan Avenue Improvements project to Rudnick & Sons, LLC; and

WHEREAS, there was an irrigation line located resulting in the need to move it to complete the installation of the storm water system; and

WHEREAS, representatives of the City of Omak, Rudnick & Sons, LLC and the City's consultants, Gray & Osborne, Inc., have negotiated this Change Order to resolve the issue encountered reasonably.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that Change Order No.1 to the contract for the Jonathan Avenue Improvements Project, a copy of which is attached hereto as Exhibit "A", is approved and the Mayor is authorized to execute said Change Order for and on behalf of the City.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

CHANGE ORDER

Project Title	Jonathan Avenue Improvements		
Owner	City of Omak	Contractor Name	Rudnick & Sons, LLC
Change Order No.	1	Contractor Address	61 East Dry Coulee Rd. Okanogan, WA 98840
Change Order Date	August 15, 2025		
G&O No.	24834		

The following changes are hereby made to the Contract Documents:

SCHEDULE A: ROADWAY RECONSTRUCTION

ITEM 1: Irrigation Pipeline Relocation

Furnish and install approximately 250 linear feet of 2-Inch HDPE irrigation pipe, fittings and bedding material for irrigation pipeline relocation.

The lump sum price shall be full compensation for furnishing and supplying all material, labor, tools, equipment, and incidentals necessary to furnish and install the HDPE pipe, complete-in-place, to include, but not be limited to, trench excavation safety systems, temporary erosion control; traffic control; dewatering; excavation, backfill and compaction; furnishing the services of an Owner-approved testing laboratory for material testing; removal and disposal of surplus excavated materials; furnishing and installing pipe bedding material; pipe spools, sleeves, couplings, and other fittings; detectable marking tape; waste hauling, grading, and dealing with all other interferences.

The lump sum cost for this work is:.....\$5,692.48

Justification: The additional work is the result of changed site conditions. Exploratory excavations performed prior to construction revealed that the existing irrigation line location, which was marked prior to project design and again prior to construction, conflicts with proposed storm drainage catch basins CB No. 6 and CB No. 7 and the proposed infiltration trench located between the aforementioned catch basins.

Working Days: 2 working days are added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$638,935.00
Current Contract Amount, as adjusted by previous change orders:	\$638,935.00
The Contract Amount due to this Change Order will be increased by:	\$5,692.48
The new Contract Amount (without tax) due to this Change Order will be:	\$644,627.48

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 2 working days, for a total of 77 working days.

The Physical Completion Contract Time will be increased by 2 working days, for a total of 87 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)



Date 8-21-25

RUDNICK & SONS
(ACCEPTED)



Date 8/20/25

CITY OF OMAK
(ACCEPTED)

Date

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 2, 2025

Subject: Resolution No. 55-2025 Change Order No. 1 with JR Construction for the Central Avenue Reconstruction Phase II project.

The attached Resolution 55-2025, A Resolution of the Omak City Council approving Change Order No. 1 to the Contract between JR Construction and the City of Omak for the Central Avenue Reconstruction – Phase II Project, is forwarded for your consideration.

Unknown conditions were encountered during the construction of the Central Street project. Modifications to the contract is required to accommodate the conditions, complete the work and compensate the contractor.

The proposed Change Order includes the following modifications due to changed site conditions:

- Installation of 200 LF of 4-Inch PVC side sewer pipe and fittings via open excavation, adding \$10,000 to the contract.
- Installation of 250 LF of 6-Inch HDPE side sewer pipe and fittings via pipe bursting, adding \$17,500 to the contract.
- Reduction of 450 LF of 4-Inch HDPE side sewer pipe and fittings, deducting \$22,500 from the contract.

These changes result in a net increase of \$5,000 to the contract value and an extension of 4 working days to both Substantial and Physical Completion deadlines.

I support the resolution and recommend its aproval

RESOLUTION NO. 55-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN JR CONSTRUCTION AND THE CITY OF OMAK FOR THE CENTRAL AVENUE RECONSTRUCTION – PHASE II PROJECT

WHEREAS, the City of Omak previously entered into a public works contract with JR Construction for the Central Avenue Reconstruction – Phase II project in the amount of \$1,341,355.00 (excluding tax); and

WHEREAS, Change Order No. 1 includes the following modifications due to changed site conditions:

- Installation of 200 LF of 4-Inch PVC side sewer pipe and fittings via open excavation, adding \$10,000.00 to the contract;

- Installation of 250 LF of 6-Inch HDPE side sewer pipe and fittings via pipe bursting, adding \$17,500.00 to the contract;

- Reduction of 450 LF of 4-Inch HDPE side sewer pipe and fittings, deducting \$22,500.00 from the contract; and

WHEREAS, these changes result in a net contract increase of \$5,000 and an adjustment of the contract time by adding four (4) working days to both Substantial and Physical Completion timelines; and

WHEREAS, Gray & Osborne, Inc., the City's engineering consultant, has reviewed and recommends the approval of Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council that Change Order No. 1 to the contract for the Central Avenue Reconstruction – Phase II project, a copy of which is attached hereto as Exhibit "A", is hereby approved and the Mayor is authorized to execute said Change Order for and on behalf of the City.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

CHANGE ORDER

Project Title Central Avenue Reconstruction – Phase II
Owner City of Omak **Contractor Name** JR Construction
Change Order No. 1 **Contractor Address** 3999 St. Joe Avenue
Post Falls, ID 83854
Change Order Date August 14, 2025
G&O No. 24863.01

The following changes are hereby made to the Contract Documents:

SCHEDULE B: UTILITY IMPROVEMENTS

ITEM 1: 4-Inch PVC Side Sewer Pipe Installation by Open Excavation

Furnish and install 200 linear feet of 4-Inch PVC D3034 SDR 35 side sewer pipe, fittings and bedding material in lieu of 4-inch HDPE side sewer pipe.

The following payment item is added to the Contract:

No.	Description	Quantity	Unit Price	Total
35	PVC Side Sewer Pipe and Fittings, 4 In. Diam., Incl. Bedding Material	200 LF	\$50.00	\$10,000.00

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:\$10,000.00

Justification: The additional work is the result of changed site conditions as field investigative efforts, including side sewer video inspections, determined that installation of new side sewer pipe by open excavation is required at numerous locations to change side sewer alignment and/or rectify side sewer grade issues.

Working Days: 5 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 2: 6-Inch HDPE Side Sewer Pipe Installation by Pipe Bursting

Furnish and install 250 linear feet of 6-Inch HDPE DR 17 IPS side sewer pipe and fittings via pipe bursting in lieu of 4-inch HDPE side sewer pipe.

The following payment item is added to the Contract:

No.	Description	Quantity	Unit Price	Total
36	HDPE Side Sewer Pipe and Fittings for Pipe Bursting, 6 In. Diam.	250 LF	\$70.00	\$17,500.00

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:\$17,500.00

Justification: The additional work is the result of changed site conditions as field investigative efforts, including side sewer video inspections, determined that the size of three existing side sewer pipelines are actually 6 inch diameter.

Working Days: 1 working day is added to the Substantial and Physical Completion Contract Times.

ITEM 3: 4-Inch HDPE Side Sewer Pipe Reduction

Reduce the Contract Quantity of 4-inch HDPE side sewer pipe and fittings.

The following payment item is revised:

No.	Description	Current Contract Quantity	Unit Contract Price	New Contract Quantity	Quantity Revision	Contract Price Revision
32	HDPE Side Sewer Pipe and Fittings for Pipe Bursting, 4 In. Diam.	1,960 LF	\$50.00	1,510 LF	(450 LF)	(\$22,500.00)

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:(\$22,500.00)

Justification: The deductive work is the result of changed site conditions, as described in Items 1 and 2 above, resulting in a reduction of 4-inch HDPE side sewer pipe on the project.

Working Days: 2 working days are deleted to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$1,341,355.00
 Current Contract Amount, as adjusted by previous change orders:\$1,341,355.00
 The Contract Amount due to this Change Order will be increased by:\$5,000.00
 The new Contract Amount (without tax) due to this Change Order will be:.....\$1,346,355.00

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 4 working days, for a total of 79 working days.

The Physical Completion Contract Time will be increased by 4 working days, for a total of 89 working days.

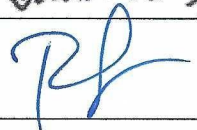
This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)



Date 8-14-25

JR CONSTRUCTION
(ACCEPTED)



Date 8/19/25

CITY OF OMAHA
(ACCEPTED)

Date _____

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 2, 2025

Subject: Reject Bids for WWTP Clarifier Project.

The Attached Resolution No. 56-2025 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, REJECTING ALL BIDS FOR THE WWTP CLARIFIER IMPROVEMENTS PROJECT, is forwarded for your Consideration.

We went out to bid to for a project to install the clarifier mechanisms that were purchased a few years back. We received three bids that that exceeded the engineers estimates and the funding allocated for the project, in the 2025 budget.

I have discussed this issue amongst staff, consulted with the engineer and the City Attorney. It is my recommendation that we rejected all bids.

The work will still need to be completed. I intend to reduce the scope of this project by taking out the painting requirements and re-bidding. We expect this will reduce the cost of this project by at least \$75,000. The crew will be able to touch up the existing paint to a suitable condition.

I support the resolution and recommend its approval

RESOLUTION NO. 56-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,
REJECTING ALL BIDS FOR THE WWTP CLARIFIER IMPROVEMENTS PROJECT**

WHEREAS, the City of Omak received four responsive bids for the Wastewater Treatment Plant (WWTP) Clarifier Improvements Project on August 5, 2025; and

WHEREAS, the responsive bids ranged from \$204,956.50 to \$278,845.00, which exceeded the Engineer's Estimate of \$167,090.00; and

WHEREAS, the bids received exceed the City's budget for the project; and

WHEREAS, it is the recommendation of the Public Works Director to not award the project based on the bids received; and

WHEREAS, the Clarifier Improvement project scope will be reduced and re-bid to better align with the available funding allocated in the 2025 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, AS FOLLOWS: The City Council hereby rejects all bids received for the WWTP Clarifier Improvements Project.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



August 22, 2025

Mr. Wayne Beetchenow
Public Works Director
2 North Ash Street
Omak, Washington 98841

SUBJECT: REVIEW OF BIDS, WWTP CLARIFIER IMPROVEMENTS
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #25820.00

Dear Mr. Beetchenow:

On August 5, 2025, the City of Omak received four responsive bids for the WWTP Clarifier Improvements. The responsive bids ranged from \$204,956.50 to \$278,845.00. The Engineer's Estimate was \$167,090.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

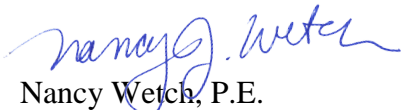
	Engineer's Estimate	\$167,090.00
1.	Razz Construction, Inc. (Bellingham, Washington)	\$204,956.50
2.	SCI Industrial Services, LLC (Wenatchee, Washington)	\$208,320.00
3.	Award Construction, Inc. (Ferndale, Washington)	\$270,165.00
4.	Lowell's Cornerstone Construction, LLC (Ellensburg, Washington)	\$278,845.00

The bids received exceed the City's budget for the project and it is therefore not in the best interest of the City to award the project. We recommend the City reject all bids received, adjust the project scope to eliminate the painting, and re-bid the project.

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


Sincerely,

GRAY & OSBORNE, INC.


Nancy Wetch, P.E.

NW/js
Encl.
By email

cc: Mr. Todd McDaniel, Administrator, City of Omak

	BIDDER			ENGINEER'S ESTIMATE		RAZZ CONSTRUCTION, INC.		SCI INDUSTRIAL SERVICES, LLC		AWARD CONSTRUCTION, INC.		LOWELL'S CORNERSTONE CONSTRUCTION, LLC	
	BIDDER ADDRESS					4055 Hammer Drive Bellingham, WA 98226		1285 S. Wenatchee Avenue Wenatchee, WA 98801		980 Willeys Lake Road Ferndale, WA 98248		1352 Tozer Road Ellensburg, WA 98926	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					846,666-01		348,394-02		163,857-00		417,879-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					RAZZCCI955KU		SCIINIS834PJ		AWARDCI970M9		LOWELCC853B7	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup, and Demobilization	1	LS	\$14,000.00	\$14,000.00	\$22,500.00	\$22,500.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
2	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	Clarifier Mechanism Installation	1	LS	\$95,000.00	\$95,000.00	\$67,500.00	\$67,500.00	\$97,000.00	\$97,000.00	\$94,000.00	\$94,000.00	\$120,000.00	\$120,000.00
4	Painting	1	LS	\$35,000.00	\$35,000.00	\$88,900.00	\$88,900.00	\$75,000.00	\$75,000.00	\$105,000.00	\$105,000.00	\$102,000.00	\$102,000.00
	Subtotal				\$154,000.00		\$188,900.00		\$192,000.00		\$249,000.00		\$257,000.00
	Sales Tax @ 8.5%				\$13,090.00		\$16,056.50		\$16,320.00		\$21,165.00		\$21,845.00
	TOTAL CONSTRUCTION COST				\$167,090.00		\$204,956.50		\$208,320.00		\$270,165.00		\$278,845.00
	Sealed bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841 on Tuesday, August 5, 2025, at 11:00 a.m. (local time).												
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.												
													
	NANCY J. WETCH, P.E.												