

**CITY OF OKANOGAN
COUNCIL AGENDA
December 19, 2023 7:00 P.M.
Council Chambers, also available via Zoom**

Meeting ID: 830 0208 9303

One tap mobile: 1-253-215-8782

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF AGENDA and CONSENT AGENDA**
(Approval of Consent Agenda passes all routine items indicated by an asterisk (*) on the agenda. Consent agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to the general agenda and taken up in the order that it appears.)
3. * **EXCUSE COUNCILMEMBERS**
Denise Varner
John Lyles
4. * **APPROVAL OF MINUTES**
December 5, 2023 – Council Meeting Minutes
5. * **APPROVAL OF VOUCHERS**
6. **PUBLIC COMMENT**
This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name, street address, and briefly voice your comments.
7. **DEPARTMENT HEAD REPORTS**
8. **COMMITTEE REPORTS**
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
Executive Session

Abatement Action

Oath of Office
 - Lisa Bauer – CM Position 1
 - Robert Chilcote – CM Position 4

1st Class Office Solutions Service Contract

Gray & Osborne Amendment 17 – Elmway Water Main Extension

Ordinance 1227 – 2023 Budget Amendment

TIB Grant Award Acceptance 3rd Ave Improvements

Gray & Osborne Consultant Agreement Amendment 1 Oak Street Improvements

11. * **CORRESPONDENCE**

12. **PUBLIC COMMENT**

This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name, street address, and briefly voice your concerns.

13. **COUNCILMEMBER'S COMMENTS**

14. **MAYOR'S REPORT**

15. **ADJOURNMENT**



Return Address:
City of Okanogan
PO Box 752
Okanogan, WA 98840

OATH OF OFFICE

I, Lisa Bauer do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and law of the State of Washington, and all valid local ordinances, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of City of Okanogan, **Council Position No. 1** according to law, to the best of my ability.

Signature of Councilmember

Subscribed and sworn to before me this ____day of December 2023.

Jessica Blake, City Clerk
City of Okanogan



Return Address:
City of Okanogan
PO Box 752
Okanogan, WA 98840

OATH OF OFFICE

I, Robert Chilcote do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and law of the State of Washington, and all valid local ordinances, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of City of Okanogan, **Council Position No. 4** according to law, to the best of my ability.

Signature of Councilmember

Subscribed and sworn to before me this ____day of December 2023.

Jessica Blake, City Clerk
City of Okanogan

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, Clerk Treasurer

Date: December 11, 2023

Subject: 2024-2025 1st Class Office Solutions Service Contract: Folder/Inserter

Attached for council consideration is the City's 2024-2025 annual service contract with 1st Class Office Solutions, LLC for the City's Folder/Inserter. This was purchased in 2019 and is used for mailing our utility bills.

Suggested Motion: I move to approve the 2023-2024 1st Class Office Solutions Service Contract and authorize payment.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: December 11, 2023

Subject: Gray & Osborne, Inc. Amendment No.17 to Contract for Professional Engineering Services

This amendment between the City of Okanogan and Gray & Osborne, Inc. is for construction engineering for the Elmway Water Main Extension – Phase 3.

Suggested Motion: I move to approve the Gray & Osborne, Inc. Amendment No.17.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, Clerk/Treasurer

Date: December 12, 2023

Subject: Ordinance No. 1227 – 2023 Budget Amendment

2023 was the first year that a new fund for Fiduciary accounts was used and as such the beginning fund balance was zero. As of December 12, 2023, the expenses for this fund are over budget by \$393.59 and the revenues have exceeded budget estimates by \$2085.00. This budget amendment will correct the estimates and ensure this fund has not expended monies not appropriated in the calendar/fiscal year.

Suggested Motion: I move to adopt Ordinance No. 1227.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: December 12, 2023

Subject: TIB Contract Award Acceptance – 3rd Ave Improvements

Attached for Council consideration is the Transportation Improvement Board (TIB) Award letter and grant agreement for 3rd Ave. Improvements. The City applied for this grant in anticipation of being awarded a grant/loan through the Public Works Board for utility improvements, which was accepted by Council on November 7, 2023. This grant will cover 95% of eligible project costs up to \$1,235,000 and the City has budgeted our 5% match of \$65,000 in the 2024 approved budget.

Suggested Motion: I move to approve the TIB Contract award for 3rd Ave Improvements and authorize Mayor Pro Tem Bauer to sign the necessary contract documents.

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Shawn Davisson, Public Works Director

Date: December 15, 2023

Subject: Gray & Osborne Consultant Agreement Amendment 1 for Oak Street Improvements

Attached for Council's consideration is the Supplemental Agreement 1 to the approved Consultant Agreement for Preliminary and Final Design Engineering Services for Oak Street Improvements from 1st Avenue to 2nd Avenue.

This amendment will increase the amount of our agreement by \$61,181 for a total payable to Gray & Osborne on this project of \$122,581.

Suggested Motion: **I move to approve Supplemental Agreement 1 with Gray & Osborne, Inc. for the Oak Street Improvements and authorize Mayor Pro Tem Bauer to sign the agreement.**

DEPARTMENT HEAD REPORT

Clerk's Office

December 19th, 2023

Since the last Department Head Report to the Okanogan City Council, the Clerk's Office has:

1. Budget

- Posted Vouchers for 2nd Council of December 2023
- Paid Vouchers 1st Council of December 2023

2. Clerk Duties

- Distributed Correspondence and Agenda Items

3. Other

- Receipted in Various Funds (Building Permits, Taxes etc.)
- Made Daily Bank Deposits
- Responded to Public Records Request

4. Payroll

- Completed 1st Payroll for December 2023

5. Planning/Building

- Assisted Building Official with various issues
- Assisted Planner with various issues

6. Utilities

- Updated Utility Accounts
- Printed & Mailed December Delinquents
- Updated Website

7. Sports Complex

- No events

8. Wellness

- Held December Wellness Event/Planning for 2024

9. Clerk Treasurer

- Attended Public Works Board Reimbursement Training
- Attended Generator Project Bid Opening
- Attended Okanogan River Airshed Partnership (ORAP) Meeting
- Advertised open Code Enforcement/Animal Control position
- Attended webinar on Local Records Grant w/ WA State Archives

Department Head Report

Fire Department

December 19, 2023

Fire Department

- Updated information in the reporting system
 - Submitted City Stipends
- Performed minor repair and maintenance to apparatus and station.
 - Had C-41 Serviced
- Ordered Parts for Cascade System, set up appt. for repair.
- Performed minor repair and maintenance to small tools and equipment and station.
- Updated Department Stats- 239 calls currently, worked on the end of year run report.
- Worked on Department inventory
- Working on renewing the FCC license for the base station radio
- Renewed the Contract with Washington State Patrol for State Mobilization Fires
- Worked on establishing a list of equipment for surplus in the spring of 2024

Training

- Truck checks
- Officers Meeting
- Prepared 2024 Training calendar and Training Materials
- Received confirmation on 2 members attending EMT Training January 3, 2024
- Received confirmation on 1 member completing EMT Training
- Verified EMT licenses for current EMT's
- Worked on establishing reimbursement with Washington State Fire Marshals office for training in 2024.

Fire Calls

- Activated Alarm-5
- Motor vehicle Accident-0
- Motor vehicle fire- 0
- Brush Fire- 1
- Structure Fire- 0
- EMS Assist- 1
- Other- 1
- Haz-Mat- 0

Events

- Attended Omak's Christmas Parade
- Fire Department Christmas Party Wednesday December 20, 2023
- No Fire Practice December 27th

DEPARTMENT HEAD REPORT

Public Works

December 19, 2023

Since the last Department Head Report to the Okanogan City Council, the Public Works Department has:

Water Department

- Performed customer service as needed
- Performed weekly inspections of wells, reservoirs, and booster stations
- Performed routine maintenance as needed
- Performed monthly meter reading
- Performed water line repairs
- Attending the generator bid opening

Wastewater Department

- Performed daily testing and record keeping
- Performed vegetation management
- Performed customer service as needed
- Performed routine maintenance
- Performed utility locates as needed
- The reroofing project has been completed

Street Department

- Performed vegetation management
- Performed snow & ice control operations as needed

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Performed hauling leaves to the Okanogan County Landfill
- Performed stump grinding
- Performed funeral services as needed
- Performed installing new faucets at the Okanogan Library
- Performed snow & ice control operations as needed

Shop

- Performed vehicle & equipment maintenance
- Performed servicing the fire department command vehicle
- Performed backhoe repairs & maintenance
- Performed annual aerial equipment inspections

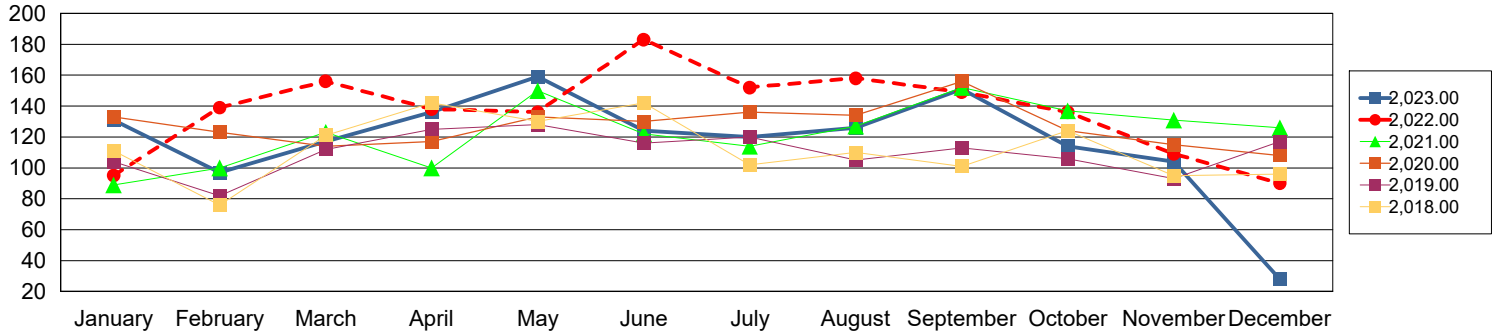
Other

- Attended the Okanogan River Airshed Partnership meeting
- Attended the OCOG meeting
- Took delivery of new stump grinder & trailer



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **104**
- Thefts in last 30 days: **3**
- Burglary / Trespass in last 30 days: **7**
- Assaults / Disputes in last 30 days: **6**
- Traffic incidents in last 30 days: **8**
- Total City Incidents YTD: **1,519**

Traffic Stops: **18**

Law Incidents - Last 30 Days OCSO

103

DOMESTIC DISPUT	5TH	OKANOGAN	S23-08096
CITIZEN ASSIST	ELMWAY	OKANOGAN	S23-07742
DOMESTIC DISPUT	MILL	OKANOGAN	S23-08036
MAL MISCHIEF	5TH	OKANOGAN	S23-07975
JUVENILE PROB	5TH	OKANOGAN	S23-07787
WELFARE CHECK	5TH	OKANOGAN	S23-08004
ALARM BURGLARY	PINE	OKANOGAN	S23-07503
JUVENILE PROB	5TH	OKANOGAN	S23-07979
BREATHING	4TH	OKANOGAN	S23-07617
WELFARE CHECK	4TH	OKANOGAN	S23-08104
THEFT OTHER	2ND	OKANOGAN	S23-07805
WELFARE CHECK	2ND	OKANOGAN	S23-07696
SUSPICIOUS	KING	OKANOGAN	S23-07520
UNSECURE PREMIS	ELMWAY	OKANOGAN	S23-07671
DELIVER MESSAGE	MILL	OKANOGAN	S23-07840
RAPE	5TH	OKANOGAN	S23-07659
CITIZEN ASSIST	3RD	OKANOGAN	S23-07663
SUSPICIOUS	ROSE	OKANOGAN	S23-07505
WELFARE CHECK	RODEO TRAIL	OKANOGAN	S23-07883
SUSPICIOUS	RODEO TRAIL	OKANOGAN	S23-07600
INTOXICATION	2ND	OKANOGAN	S23-07920

FOUND PERSONS	2ND	OKANOGAN	S23-07593
ACCIDENT NONINJ	2ND	OKANOGAN	S23-07665
THREATENING	2ND	OKANOGAN	S23-07900
AGENCY ASSIST	5TH	OKANOGAN	S23-07719
AGENCY ASSIST	5TH	OKANOGAN	S23-07720
SEX OFF REGISTR	5TH	OKANOGAN	S23-07997
WELFARE CHECK	5TH	OKANOGAN	S23-08026
WELFARE CHECK	RAILROAD	OKANOGAN	S23-07756
VIN INSPECTION	ELMWAY	OKANOGAN	S23-07843
ACCIDENT NONINJ	ELMWAY	OKANOGAN	S23-07518
VIN INSPECTION	ELMWAY	OKANOGAN	S23-07632
MISSING PERSON	3RD	OKANOGAN	S23-07547
RUNAWAY JUVNILE	3RD	OKANOGAN	S23-07542
LOITERING	MONROE	OKANOGAN	S23-08093
NOISE COMPLAINT	MAPLE	OKANOGAN	S23-07691
SUSPICIOUS	2ND	OKANOGAN	S23-08063
SUSPICIOUS	3RD	OKANOGAN	S23-07745
HARASSMENT	5TH	OKANOGAN	S23-07512
NOISE COMPLAINT	5TH	OKANOGAN	S23-07828
CITIZEN ASSIST	MONROE	OKANOGAN	S23-07506
WELFARE CHECK	MONROE	OKANOGAN	S23-07551
EXTRA PATROL	MONROE	OKANOGAN	S23-07666
TRESPASSING	MONROE	OKANOGAN	S23-07703
WEAPON OFFENSE	PINE	OKANOGAN	S23-07558
SUSPICIOUS	PINE	OKANOGAN	S23-07968
TRESPASSING	PINE	OKANOGAN	S23-08101
SUSPICIOUS	MAPLE	OKANOGAN	S23-07913
SUSPICIOUS	ELMWAY	OKANOGAN	S23-07596
CITIZEN ASSIST	2ND	OKANOGAN	S23-07991
CITIZEN DISPUTE	2ND	OKANOGAN	S23-07992
DISORDERLY	PINE	OKANOGAN	S23-07917
ANIMAL PROBLEM	3RD	OKANOGAN	S23-07877
MAL MISCHIEF	4TH	OKANOGAN	S23-07699
SUSPICIOUS	3RD	OKANOGAN	S23-07741
CITIZEN ASSIST	8TH	OKANOGAN	S23-07702
WELFARE CHECK	3RD	OKANOGAN	S23-07759
ASSAULT	3RD	OKANOGAN	S23-07887
THREATENING	2ND	OKANOGAN	S23-07564
SUSPICIOUS	ELMWAY	OKANOGAN	S23-07888
DRUGS	3RD	OKANOGAN	S23-08030
NOISE COMPLAINT	4TH	OKANOGAN	S23-07791
SUSPICIOUS	1ST	OKANOGAN	S23-07508
BURGLARY	1ST	OKANOGAN	S23-07692
BURGLARY	2ND	OKANOGAN	S23-07689
DUI	2ND	OKANOGAN	S23-07670
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07539
CITIZEN ASSIST	2ND	OKANOGAN	S23-07592
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07690
CIVIL	2ND	OKANOGAN	S23-07701
ANIMAL ABUSE	2ND	OKANOGAN	S23-07751
DELIVER MESSAGE	5TH	OKANOGAN	S23-08091
TRESPASSING	2ND	OKANOGAN	S23-07986
THEFT AUTOMOBIL	5TH	OKANOGAN	S23-07777
WELFARE CHECK	5TH	OKANOGAN	S23-07612
SUSPICIOUS	5TH	OKANOGAN	S23-07631

JUVENILE PROB	2ND	OKANOGAN	S23-07999
CIVIL	4TH	OKANOGAN	S23-07880
CITIZEN ASSIST	4TH	OKANOGAN	S23-07603
AGENCY REFERRAL	5TH	OKANOGAN	S23-08079
ACCIDENT NONINJ	CONCONULLY	OKANOGAN	S23-07977
LOST PROPERTY	1ST	OKANOGAN	S23-07796
ACCIDENT HITRUN	2ND	OKANOGAN	S23-07643
MHP CONTACT	2ND	OKANOGAN	S23-07655
MAL MISCHIEF	5TH	OKANOGAN	S23-07687
JUVENILE PROB	5TH	OKANOGAN	S23-07824
ACCIDENT HITRUN	ROSE	OKANOGAN	S23-07736
WARRANT ARREST	ELMWAY	OKANOGAN	S23-07766
CITIZEN ASSIST	5TH	OKANOGAN	S23-07633
DELIVER MESSAGE	GORDON	OKANOGAN	S23-07501
CIVIL	5TH	OKANOGAN	S23-07838
CITIZEN ASSIST	3RD	OKANOGAN	S23-07734
HARASSMENT	MILL	OKANOGAN	S23-08024
DISABLED VEHICL	1ST	OKANOGAN	S23-07996
SEIZURE	ELMWAY	OKANOGAN	S23-07804
DWLS	CONCONULLY	OKANOGAN	S23-08100
MAL MISCHIEF	2ND	OKANOGAN	S23-07970
THEFT AUTOMOBIL	3RD	OKANOGAN	S23-08016
JUVENILE PROB	1ST	OKANOGAN	S23-07526
AGENCY ASSIST	2ND	OKANOGAN	S23-08029
TRESPASSING	2ND	OKANOGAN	S23-07925
CITIZEN ASSIST	2ND	OKANOGAN	S23-07966
SUSPICIOUS	CONCONULLY	OKANOGAN	S23-07906

EMS Calls - Last 30 Days

LIFELINE EMS	22	
	MEDICAL	E23-05071
	MEDICAL	E23-05091
	SICKNESS	E23-05103
	FALL	E23-05109
	BREATHING	E23-05132
	HEMORRHAGE	E23-05164
	MEDICAL	E23-05187
	SICKNESS	E23-05189
	BREATHING	E23-05201
	MEDICAL	E23-05209
	BREATHING	E23-05211
	FALL	E23-05219
	STROKE	E23-05250
	BREATHING	E23-05294
	SEIZURE	E23-05295
	ALARM FIRE	E23-05363
	ABDOMINAL	E23-05393
	ALARM FIRE	E23-05442
	INJURED PERSON	E23-05451
	SUSPICIOUS	E23-05464
	TRANSFER PATIENT	E23-05477
	BREATHING	E23-05542
OKANOGAN COUNTY	1	
	TEST MEDICAL	E23-05226
OMAK POLICE DEPT	1	
	TEST MEDICAL	E23-05233

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03	3
	UTILITY PROBLEM F23-02113
	ALARM FIRE F23-02182
	ALARM FIRE F23-02206
OMAK FIRE	1
	ALARM FIRE F23-02207



713 N Hogan St, Spokane WA 99202
Phone: 509-466-7575 Fax: 509-466-2601
www.1stclassos.com

Service Contract

1. This contract agreement is between "Customer" stated below and "1st Class Office Solutions, LLC." This contract covers the equipment and time period stated.
2. 1st Class Office Solutions, LLC. OBLIGATION HEREUNDER SHALL INCLUDE; providing periodic preventative maintenance inspections and diagnostic checks on the machine(s), and all unscheduled service required including parts (unless specifically excluded), labor, and travel to keep your equipment operating within factory specifications.
3. Any in-warranty parts or labor provided by 1st Class Office Solutions, LLC. under a warranty made by the manufacturer shall be provided pursuant to the terms and conditions of said warranty and not pursuant to this agreement.
4. Service shall be performed during 1st Class Office Solutions, LLC. Usual business hours, however, service when and if available after 1st Class Office Solutions, LLC. Usual business hours and on Saturdays, Sundays and holidays, shall be charged at 1st Class Office Solutions, LLC. Then current maintenance rate OF \$185.00 per hour for labor, travel, and expenses in addition to any charge paid by the Customer hereunder.
5. If the machine(s) is regularly used more than one (1) shift or personnel, "the charge set forth herein shall be increased by fifty (50) percent for each additional shift regularly using the machine.
6. 1st Class Office Solutions, LLC. OBLIGATION HEREUNDER SHALL NOT INCLUDE service required due to accident, misuse, negligence, specification changes, use of supplies not meeting equipment specifications as deemed by 1st Class Office Solutions, LLC., or causes other than normal use, or any service in connection with attachments to, or alterations of the machine(s).
7. The condition of the equipment will be inspected and reviewed annually and this contract renewal will be at the discretion of 1st Class Office Solutions, LLC.
8. Any parts supplies hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days. This warranty does not apply to any part that has been tampered with or repaired by persons other than a person authorized by 1st Class Office Solutions, LLC. to perform service on the machine(s) or if the part has been subjected to misuse or abuse.
9. Termination of Contract - There is no pro-ration or refund on contracts cancelled prior to agreed contract term except to the following; if 1st Class Office Solutions, LLC. fails to make equipment perform to product specifications, a refund of the service contract will be granted to the customer.

Company: City of Okanogan Location: 120 3rd Ave Okanogan, WA 98840

Equipment Covered: Ds 63 2.5 station Folder Inserter

Period Covered: 02/01/2024 Through: 01/31/2025 Cost: 1175.00

PLEASE SIGN, DATE, CHECK THE APPROPRIATE BOX AND RETURN CONTRACT TO OUR OFFICE

Customer Signature: _____ Date: _____
☐ Accept ☐ Decline

Reminder: Please remember to return the enclosed invoice back with this form, or reference the invoice number to update your account information more efficiently.



Invoice

713 N Hogan St
Spokane, WA 99202-2832

Phone #

5094667575

Date

12/1/2023

Invoice #

26960

Bill To

City of Okanogan
PO Box 752
Okanogan WA 98840

Ship To

City of Okanogan
120 3rd Ave
Okanogan, WA 98840

ID #

NCP

Ordered by

P.O. No.

terms

Due on receipt

Ship Date

12/1/2023

Ship Via

Federal Express

Item	Description	Quantity	Rate	Amount
Contract NASPO	Start Date: 02/01/2024 End Date: 01/31/2025 Equipemnt DS63 2.5 station Folder Inserter		1,175.00	1,175.00T

RECEIVED
DEC 07 2023
CITY OF OKANOGAN

It's been a pleasure working with you!

Sales Tax (8.3%)

\$97.53

Payments/Credits

\$0.00

Balance Due

\$1,272.53

**AMENDMENT NO. 17
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Okanogan, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) July 16, 2013, for additional services related to the Agency's On-Call Engineering Services.

Elmway Water Main Extension – Phase 3

See attached Exhibits A and B for scope and fee. The total estimated engineering cost to provide these services is \$106,000 as shown on Exhibit B.

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

GRAY & OSBORNE, INC.

CITY OF OKANOGAN

By: 
(Signature)

By: _____
(Signature)

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

Name: _____
(Print)

Date: 12/11/23

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF OKANOGAN ELMWAY WATER MAIN EXTENSION – PHASE 3

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Okanogan for design engineering and bid and award services for the Elmway Water Main Extension – Phase 3 project.

It is our understanding that the project consists of the installation of approximately 1,600 feet of 12-inch water main pipe, hydrants, valves, and appurtenances located on 2nd Avenue North (SR 215) within right-of-way from Elgin Street to Shellrock Point. It is our understanding that this project will also include a new 24-inch steel casing installed by jacking and boring across Elgin Creek for installation of the new 12-inch water main pipe. We further understand that the project will be funded with City and Okanogan County ARPA funds.

More specifically, the work will include:

DESIGN ENGINEERING SERVICES

Task 1 – Project Management

This task will include the following:

- Incorporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address relevant issues that may affect the project.

Task 2 – Design Survey

The objective is to establish vertical and horizontal control necessary for the construction of the proposed improvements that includes identifying existing utilities, alignment and other related work. This task will include the following:

- Establish vertical and horizontal control for survey and mapping suitable for the development of plans at a horizontal scale of 1"=20'.
- Field survey existing sewer, water, and stormwater utilities, obtain invert elevation data at each manhole, catch basin, and storm drain manhole, and field survey marked underground utilities within roadway and alley rights-of-way.
- Acquire public records of survey, plat maps, assessor maps, and record drawings as may be available. Identify existing utilities of record and delineate existing rights-of-way, recorded easements, and other related and pertinent site topography.

Geotechnical Investigation – The objective is to review provide field exploration, investigations, and laboratory analysis; design and construction recommendations by the geotechnical subconsultant PanGEO, to support the water system extension project. This task will include the following:

- Site Reconnaissance – Perform a site reconnaissance along the project alignment to mark the locations where test borings will be drilled and logistics planning for the field explorations.
- Coordinate Field Work – Prepare a site plan showing the approximate locations of the proposed explorations and submit it to the City for approval. Contact the one-call center for utility locates prior to field explorations.
- Subsurface Explorations (Test Borings) – Drill one test boring at the creek crossing to about 30 feet deep, to provide surface data (soils and groundwater) below the launching/receiving pits for shoring and dewatering design of the pits. Drill an additional four shallow test borings up to about 10 feet deep along the project alignment to evaluate the soil conditions within the trench depths. Standard Penetration Tests (SPT) will be conducted in the boreholes at 2-1/2- and 5-foot intervals.
- Groundwater Level Monitoring – The boring at the creek crossing will be developed with a standpipe piezometer to allow monitoring of groundwater levels.
- Laboratory Testing – Select soil samples for grain size analysis, moisture content, and Atterberg limits tests to evaluate the engineering properties of the site soils
- Engineering and Report – Perform appropriate engineering analysis based on the field exploration and laboratory test program results. Prepare and submit draft report for review by the Engineer. The draft report will be revised and finalized once review comments are received. In general, the report will include:
 - A site map with approximate test boring locations;
 - Description of subsurface conditions (soil and groundwater), and summary boring logs;
 - Appropriate trenchless methods to construct the creek crossing;
 - Shoring and trenching, including design approach and parameters for the launching/receiving pits for jack and bore;
 - A discussion of groundwater levels and construction dewatering considerations;
 - Geotechnical engineering recommendations regarding trenching and backfill; and
 - Earthwork recommendations including the suitability of the site soils for use as structural fill, subgrade preparation, temporary

excavation, control of groundwater (if needed), and general earthwork discussions.

- Post-Report Consultation – Provide post-report consultation to assist with the design and preparation of plans and specifications on an as-needed basis.
- Traffic control, if needed, will be provided by the City.
- Drill cuttings will be spread out in the shoulder of the roadways.

Task 3 – Preliminary Design

The objective is to develop preliminary design concepts and construction drawings at preliminary design phase (35 percent). Design plans and specifications will be prepared in City-approved format. This task will include the following:

- Prepare preliminary plans at a scale of 1"=20'. These Plans will provide a planimetric view of existing utilities and also incorporate City design standards, as applicable.
- Incorporate available utility record drawing information, plat map (property line) and rights-of-way information.
- Prepare preliminary specifications, to include proposal, contract, and bonding requirements.
- Provide preliminary construction cost estimate.
- Determine and describe local, state, and federal permits, and licenses required for construction of the proposed improvements. Prepare and submit said permits and approval applications prior to completion of design. The City will pay any permit and approval review fees.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.
- Review plans, specifications, and cost estimates with the City.

Task 4 – Final Design Contract Documents

The objective is to provide final Contract Documents and cost estimate in City-approved format. This task will include the following:

- Prepare final plan designs and project specifications to and including final quantities, order of work, schedule, and cost estimate.

- Submit Contract Documents and cost estimate to the City, to include incorporation of all previous City comments.
- Conduct an on-site review with the City.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.

Task 5 – Bid and Award Services

The objective is to assist the City in bid and award of the project. This task will include the following:

- Provide the City with the Call for Bids for advertisement for bids (City will pay all publishing costs) and the Contract Documents and construction cost estimate (in both hard copy and electronic formats).
- Provide access to Contract Documents to local plan centers, licensed contractors and material suppliers free-of-charge via Gray & Osborne Bid Document Distribution System website at <http://gobids.grayandosborne.com>.
- Answer questions from potential bidders and issue any addenda, as required.
- Attend the bid opening, review the bids, check bidder references, prepare the bid summary, and recommend award of the construction contract.

Construction administration services are not included in this Scope of Work. A separate Amendment for construction administration services will be prepared for City approval once the construction contract is awarded.

BUDGET

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

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Okanogan - Elmway Water Main Extension - Phase 3

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management		8				
QA/QC Reviews	4	8	8	4		
2 Design Survey					8	30
3 Preliminary Design		8	80	124		
4 Final Design Contract Documents		24	40	40		
5 Bid and Award Services		40	8			
Hour Estimate:	4	88	136	168	8	30
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$210	\$190	\$175	\$140	\$180	\$260
Fully Burdened Labor Cost:	\$840	\$16,720	\$23,800	\$23,520	\$1,440	\$7,800

Total Fully Burdened Labor Cost: \$ 74,120

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 2,487

Printing \$ 100

Subconsultant:

PanGEO, Inc. \$ 26,630

Subconsultant Overhead (10%) \$ 2,663

TOTAL ESTIMATED COST: \$ 106,000

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

Ordinance No. 1227

An Ordinance of the City of Okanogan, Washington Amending the 2023 Budget Ordinance No. 1220 To Recognize Additional Revenues and Expenditures

Whereas, the City Council of the City of Okanogan adopted the budget for 2023, Ordinance No. 1220; and

Whereas, a new Fiduciary Fund was established in 2023 with a beginning fund balance of zero; and

Whereas, the City underestimated revenues and expenditures for this new fund.

Now, therefore, the City Council of Okanogan do Ordain as follows:

Section 1. Amendment. That portion of Ordinance 1220 which reads as follow:

Fiduciary

Account No.	Name	Amount
630 000 000 386 20 02 00	Distracted Driving Prevention	0.00
630 000 000 386 40 00 04	DOL Tech Supp	0.00
630 000 000 386 70 00 01	County Crime Victim Account	100.00
630 000 000 386 70 00 02	Judicial Information	500.00
630 000 000 386 70 00 03	State Trauma Fund	250.00
630 000 000 386 70 00 93	State GF WA Auto Theft	0.00
630 000 000 389 30 00 00	Agency Deposits/Bldg Dept	450.00
630 000 000 389 30 00 01	State Sales Tax/Fuel	1,275.00
630 000 000 389 30 00 02	Agency Deposits/Swimming Pool	2,800.00
630 000 000 389 30 00 05	State Leasehold Excise Tax	0.00
630 000 000 389 40 00 01	State PSEA 1	1,500.00
630 000 000 389 40 00 02	State PSEA 2	1,000.00
630 000 000 389 40 00 03	State Leasehold Excise Tax	963.00
630 000 000 389 40 00 04	State PSEA 3	0.00
630 000 000 586 70 00 01	County Crime Victims Account	100.00
630 000 000 586 70 00 02	Judicial Information Systems	500.00
630 000 000 586 70 00 03	State Trauma Fund	250.00
630 000 000 586 70 00 93	State GF WA Auto Theft	0.00
630 000 000 589 30 00 00	City Disbursements to State *Building	450.00
630 000 000 589 30 00 01	City Disbursements *Cemetery/Camping	0.00
630 000 000 589 30 00 02	City Disbursements/Swim Pool	2,800.00
630 000 000 589 30 00 04	City Disbursements TO state *Airport	2,238.00
630 000 000 589 40 00 01	State Psea 1	1,500.00
630 000 000 589 40 00 02	State Psea 2	1,000.00
630 000 000 589 40 00 03	State Psea 3	0.00

Section 2. Is hereby amended to read as follows:

Fiduciary

Account No.	Name	Amount
630 000 000 386 20 02 00	Distracted Driving Prevention	5.00
630 000 000 386 40 00 04	DOL Tech Supp	125.00
630 000 000 386 70 00 01	County Crime Victim Account	80.00
630 000 000 386 70 00 02	Judicial Information	1,300.00
630 000 000 386 70 00 03	State Trauma Fund	550.00
630 000 000 386 70 00 93	State GF WA Auto Theft	120.00
630 000 000 389 30 00 00	Agency Deposits/Bldg Dept	520.00
630 000 000 389 30 00 01	State Sales Tax/Fuel	1,400.00
630 000 000 389 30 00 02	Agency Deposits/Swimming Pool	2,225.00
630 000 000 389 30 00 05	State Leasehold Excise Tax	530.00
630 000 000 389 40 00 01	State PSEA 1	2,700.00
630 000 000 389 40 00 02	State PSEA 2	1,340.00
630 000 000 389 40 00 03	State Leasehold Excise Tax	150.00
630 000 000 389 40 00 04	State PSEA 3	65.00
630 000 000 586 70 00 01	County Crime Victims Account	55.00
630 000 000 586 70 00 02	Judicial Information Systems	1,100.00
630 000 000 586 70 00 03	State Trauma Fund	800.00
630 000 000 586 70 00 93	State GF WA Auto Theft	150.00
630 000 000 589 30 00 00	City Disbursements to State *Building	550.00
630 000 000 589 30 00 01	City Disbursements *Cemetery/Camping	1,300.00
630 000 000 589 30 00 02	City Disbursements/Swim Pool	1,750.00
630 000 000 589 30 00 04	City Disbursements TO state *Airport	1,750.00
630 000 000 589 40 00 01	State Psea 1	2,300.00
630 000 000 589 40 00 02	State Psea 2	1,290.00
630 000 000 589 40 00 03	State Psea 3	65.00

Section 3. Total Amended Budget. The total amended 2023 Budget is as follows:

Total Revenues and Expenditures as appropriated in 2023:	15,814,485.00
Total Additional Revenues & Expenditures	<u>2,272.00</u>
Total Amended 2023 Budget	15,816,757.00

Section 4. The budget for the year 2023 is amended to provide for the changes outlined above, and filed in the office of the City Clerk, and hereby adopted, ratified and confirmed.

Section 5. This ordinance shall become effective from and after its passage by the Okanogan City Council as set forth above, approved by the Mayor and five (5) days after publication as required by law.

Passed and Approved by the City Council of Okanogan this _____ day of _____
2023.

ATTEST:

APPROVED:

Jessica Blake, Clerk/Treasurer

Lisa Bauer, Mayor Pro Tem

APPROVED AS TO FORM:

W. Scott DeTro, Attorney



City of Okanogan
6-E-881(011)-1
3rd Avenue Improvements
Irene St to Greta St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Okanogan
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 3rd Avenue Improvements, Irene St to Greta St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Okanogan, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0000 percent of approved eligible project costs up to the amount of \$1,235,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda González
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

December 1, 2023

The Honorable Wayne Turner
Mayor
City of Okanogan
Post Office Box 752
Okanogan, WA 98840-0752

Dear Mayor Turner:

Congratulations! We are pleased to announce the selection of your project, 3rd Avenue Improvements, Irene St to Greta St, TIB project number 6-E-881(011)-1.

TIB is awarding 95.0000% of approved eligible project costs with a maximum grant of \$1,235,000.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number 22856		Gray & Osborne, Inc. 1130 Rainier Avenue, South, Suite 300 Seattle, WA 98144 Phone: (206) 284-0860	
Project Number STPUS-9202(001)		Execution Date	Completion Date December 31, 2027
Project Title Oak Street Improvements		New Maximum Amount Payable \$122,581.00	
Description of Work Construction engineering services			

The Local Agency of City of Okanogan

desires to supplement the agreement entered in to with Gray & Osborne, Inc.

and executed on November 2, 2022 and identified as Agreement No. 22856

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

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change.

III

Section V, PAYMENT, shall be amended as follows:

The amount shall be supplemented by \$61,181, for a total new Maximum Amount Payable of \$122,581.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Michael B. Johnson, P.E.

By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

Summary of Payments

	Basic Agreement	Supplement 1	Total
Direct Salary Cost	\$19,038	\$15,348	\$34,386
Overhead (Including Payroll Additives)	\$35,123	\$27,912	\$63,035
Direct Non-Salary Costs	\$1,528	\$13,317	\$14,845
Fixed Fee	\$5,711	\$4,604	\$10,315
Total	\$61,400	\$61,181	\$122,581

EXHIBIT A-1

SCOPE OF WORK

CITY OF OKANOGAN OAK STREET IMPROVEMENTS SUPPLEMENTAL AGREEMENT NO. 1

INTRODUCTION

This scope amends the Scope of Work approved by the City of Okanogan on November 2, 2022.

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

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (45 working days).

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

3. Contract Administration

- a. Assist the City with preparation of reimbursement requests to WSDOT.
- b. Provide quality control in accordance with Chapters 52.1 and 52.3 of the LAG, submittal/RAM/QPL review; manage the Record of Materials (ROM) prepared by WSDOT with submittal information; and material testing information, and verify allocations are made in accordance with the requirements of the Contract Documents. Review/track traffic control files.
- c. Track, review and evaluate Request for Information from Contractor. Manage responses to RFIs.
- d. Contractor and subcontractor certified payroll review/tracking (City to provide access to L&I payroll website for project); review/approve of requests to sublet, statement of intent to pay prevailing wages, certified payroll report; complete wage rate interviews.
- e. DBE Tracking: confirm DBE meets contract requirements, conduct commercially useful function surveys, track/submit monthly DBE report to WSDOT in accordance with Section 1-08.1, to confirm goal is met. Conduct on-site interviews as necessary.
- f. Prepare monthly progress (pay) estimates and review with Contractor and City. Prepare WSDOT backup for quantities paid each month. Assist City with WSDOT project billing forms.
- g. Prepare up to two change orders in accordance with Chapter 52.5 and Appendix 52.106 of the LAG. Represent the City's interest in negotiation of change order with the Contractor. Provide independent estimate and record quantity measurements of material, equipment and manpower for determining costs for change orders. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders for execution by the City and Contractor subject to approval of the City, CA Agency (WSDOT). This task does not include any work for new or additional design tasks nor additional survey work as may be related thereto depending on the nature of the change order(s).

- h. Conduct construction meetings with the Project Manager, the Contractor, City's representative, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: this item assumes 2 meetings/site visits by the Project Manager.
 - i. At substantial completion, coordinate with the City, Local Programs (WSDOT) in accordance with chapter 52.81 of the LAG Manual, and resident inspector, and prepare a punchlist of items to be completed or corrected.
 - j. Coordinate final walk-thru of the project with the City, Contractor, inspector, WSDOT, and Project Manager prior to recommending project acceptance.
 - k. Provide copies of all project paperwork to the City and WSDOT.
- 4. Field Inspection
 - a. Provide part time on-site observation services (up to 240 hours over the course of 45 days) to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site. Provide field documentation to include: Inspector's Daily Report, field note records, Weekly Quantity Reports, Weekly Working Day Reports, and Daily Report of Force Account Worked, wage rate interviews, DBE Commercially Useful Function Reports and other pertinent documentation. Confirm quantities for payment with Contractor in the field. Verify material acceptance in accordance with contract/specification requirements.
- 5. Survey Staking
 - a. Provide control points as shown in the Plans to allow for construction staking.
 - b. Provide one-time construction staking for:
 - i. Curb Stakes;
 - ii. Sawcut locations.

6. Material Testing
 - a. Coordinate and provide material and compaction testing services with NCTI. Material testing will include 24 hours of soil and gravel compaction testing, three proctors, five trips totaling 20 hours and 20 cylinders for concrete testing, and two trips totaling 16 hours for asphalt testing.
 - b. Review material testing results and arrange for additional testing as needed.
7. Project Closeout Services
 - a. Assist the City in closing out the project, prepare notice of completion form, project voucher, including WSDOT Local Programs final audit, in compliance with State and Federal law.
 - b. Prepare and sign materials certification form.
 - c. Provide project files to the City and WSDOT if requested.

EXHIBIT D-1

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

Project: City of Okanogan - Oak Street Improvements

Construction Supplement Engineering Costs

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate			Estimated Amount
Principal-in-Charge	2	\$46	to	\$75	\$116
Project Manager	18	\$42	to	\$75	\$1,044
Project Engineer	72	\$38	to	\$57	\$3,312
Field Inspector	240	\$30	to	\$56	\$9,120
Professional Land Surveyor	8	\$38	to	\$61	\$416
Field Survey Crew (2 Person)	20	\$55	to	\$94	\$1,340

Subtotal Direct Labor Costs (DLC): \$ 15,348

Indirect Labor Costs (Overhead) @ 181.86% x DLC: \$ 27,912

Fee @ 30% x DLC: \$ 4,604

Direct Non-Salary Cost:

Mileage (4,168 at \$0.65/mile) \$ 2,709

Lodging and Meals (24 days @ \$157/Day) \$ 3,768

Testing Services \$ 6,840

TOTAL ESTIMATED COST: \$ 61,181

EXHIBIT D
Consultant Fee Determination - Summary Sheet
(ANTE)
Fee Schedule

Title	Hourly Rate	Overhead 181.86%	Profit 30%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20 - \$54	\$36.37 - \$98.20	\$6.00 - \$16.20	\$62.37 - \$168.40
Electrical Engineer	\$38 - \$69	\$69.11 - \$125.48	\$11.40 - \$20.70	\$118.51 - \$215.18
Structural Engineer	\$36 - \$67	\$65.47 - \$121.85	\$10.80 - \$20.10	\$112.27 - \$208.95
Environmental Tech./Specialist	\$28 - \$52	\$50.92 - \$94.57	\$8.40 - \$15.60	\$87.32 - \$162.17
Engineer-In-Training	\$30 - \$55	\$54.56 - \$100.02	\$9.00 - \$16.50	\$93.56 - \$171.52
Civil Engineer	\$35 - \$55	\$63.65 - \$100.02	\$10.50 - \$16.50	\$109.15 - \$171.52
Project Engineer	\$38 - \$57	\$69.11 - \$103.66	\$11.40 - \$17.10	\$118.51 - \$177.76
Project Manager	\$42 - \$75	\$76.38 - \$136.40	\$12.60 - \$22.50	\$130.98 - \$233.90
Principal-in-Charge	\$46 - \$75	\$83.66 - \$136.40	\$13.80 - \$22.50	\$143.46 - \$233.90
Resident Engineer	\$38 - \$58	\$69.11 - \$105.48	\$11.40 - \$17.40	\$118.51 - \$180.88
Field Inspector	\$30 - \$56	\$54.56 - \$101.84	\$9.00 - \$16.80	\$93.56 - \$174.64
Field Survey Crew (2 Person)*	\$55 - \$94	\$100.02 - \$170.95	\$16.50 - \$28.20	\$171.52 - \$293.15
Field Survey Crew (3 Person)*	\$91 - \$130	\$165.49 - \$236.42	\$27.30 - \$39.00	\$283.79 - \$405.42
Professional Land Surveyor	\$38 - \$61	\$69.11 - \$110.93	\$11.40 - \$18.30	\$118.51 - \$190.23
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 16, 2023

Gray & Osborne, Inc.
1130 Rainier Avenue South, #300
Seattle, WA 98144

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Melissa Drysdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 181.86% of direct labor (rate includes 0.21 % Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Aug 17, 2023 15:16 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg



October 25, 2023

To: Grey and Osborne
Mr. Tim DeVries

Fm: Jim Youngblood

RE: Oak St. Improvements

North Central Testing and Inspection is pleased to provide you with the following proposal for the Oak Street Improvements. Based on our estimated time line and phone conversation our estimate is as follows.

Estimated cost per trip for soils and gravel compaction testing:

6 – 4.0 hours trips for gravel and backfill @ \$70.00 hr	\$ 1680.00
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Soil Laboratory Testing:

3 – proctors, @ \$185.00	\$555.00
3 – sieves, @ \$85.00	\$255.00
2 – fracture face count @ \$65.00	\$130.00
2 – SE for crushed rock @ \$75.00	\$150.00

Concrete Testing

5 – 3 hour trips including travel time for testing and casting cylinders @ \$70/hr	\$ 1,050.00
5 – 1.0 hour trips for cylinder pickup and log in @ \$70/hr	\$ 350.00
5 – set of 4 concrete cylinders @ \$25 ea	\$ 500.00

Asphalt Testing

2 – 8 hour trips @ \$70.00 per hour	\$ 1120.00
1 – asphalt sample @ \$275.00	\$ 275.00

Project administration and Secretarial:

5 Hours Project Management @ \$95.00/hr	\$ 475.00
6 Hours Secretarial for report typing and dissemination @ \$50.00/hr	\$ 300.00
Total Estimated Costs	\$6840.00

213 BENTON ST
OMAK, WA 98841

PHONE: (509) 826-5861
FAX: (509) 826-6039

Note this is only an estimate and you will only be billed on the actual time spent on this project.
Any questions or concerns please give me a call at (509) 322-0702..

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Youngblood". The signature is fluid and cursive, with a large initial "J" and a stylized "Y".

Jim Youngblood, Testing Supervisor
North Central Testing and Inspection

**CITY OF OKANOGAN
COUNCIL MINUTES**

December 5, 2023

CALL TO ORDER

The Regular Meeting of the Okanogan City Council was called to order by Mayor Pro Tem Bauer at 7:00 p.m.

The following were:

Present: Mayor Pro Tem Bauer Councilmembers: Greg Oyler, Rob Gillespie, Eric Lind, Robert Chilcote, John Lyles and Denise Varner

Also Present: Clerk Treasurer Jessica Blake, Utilities Clerk Laura Divis, Public Works Director Shawn Davisson, Building Official/Permit Administrator Bryan Forbus and through zoom Mayor Wayne L. Turner and City Planner Christopher Johnson.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Pro Tem Bauer asked if there were any alterations to the Agenda or Consent Agenda. Varner moved, seconded by Chilcote to approve the Agenda and Consent Agenda as presented. Mayor Pro Tem Bauer asked if there were any objections to the motion. Seeing no objection raised, the motion passed without objection.

EXCUSE COUNCILMEMBERS

There were no pre-excused Councilmembers on the Agenda and Consent Agenda.

APPROVAL OF MINUTES

The Minutes of the Regularly Scheduled Council Meeting of November 21, 2023 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 54088 through 54128 dated December 5, 2023 in the amount of \$341,769.11, Payroll Checks numbered 54035 through 54049 and 54072 through 54087 in the amount of \$119,683.60 for November 2023, and a Debit Card Transaction dated October 31, 2023 in the amount of \$493.41 were approved with the Consent Agenda.

PUBLIC COMMENT

Mayor Pro Tem Bauer opened the floor for Public Comment. Seeing none offered, Public Comment was closed.

DEPARTMENT HEAD REPORTS

Director of Public Works Davisson submitted a written report and in addition announced:

- Performed decorating downtown trees with lights.
- Performed road closure & detours for the Okanogan Chamber of Commerce.
- Performed exterior decorating at City Hall.
- Completed 2023 Tree City USA tracking.
- Received notice of award from TIB for 3rd Avenue Improvements.
- Fog seal project was not funded.

Building Official/Permit Administrator Bryan Forbus did not submit a written report but announced at the meeting:

- Issued 3 new permits.
- Completed inspections.
- Working on Shoreline conditional use permit. There will be a public hearing in January.

City Planner Christopher Johnson announced:

- Presenting Annexation request in New Business tonight.
- Working on Tree City renewal.
- Shoreline Master Plan in process.

Clerk's Office submitted a written report and in addition announced:

- Met with DOR regarding Business Licensing; they need a timeline in order to proceed.
- Public Works board reimbursement training on loan and grant for 3rd Avenue water/sewer replacement was rescheduled to December 6th.
- Exploring options for accepting credit cards and debit cards in the office.

Sheriff's Office submitted a written report but was not present at the meeting.

Fire Chief Brad Armstrong submitted a written report but was not present at the meeting.

Code Enforcement Rob Paine did not submit a written report and was not present at the meeting.

COMMITTEE REPORTS

There were no Committee Reports on the Agenda.

UNFINISHED BUSINESS

There was no unfinished business on the Agenda.

NEW BUSINESS

Executive Session - RCW 42.30.110 1(i)

Mayor Pro Tem Bauer called a thirty-minute Executive Session at 7:11 p.m. to 7:41 p.m. to discuss potential litigation pursuant to RCW 42.30.110 (1) (i).

Mayor Pro Tem Bauer announced the council is expected to take further action following the executive session. Executive Session closed at 7:40 p.m. Regular meeting reconvened at 7:41 p.m.

Abatement Action

Councilmember Oyler moved, seconded by Lyles to authorize the Building Official and staff to prepare & advertise bid documents for the demolition of 520 S 2nd Avenue in accordance with Uniform Code Abatement of Dangerous Buildings.

There was no discussion.

Vote on the motion.

Ayes: Lyles, Bauer, Oyler, Chilcote, Varner, Gillespie and Lind

Noes: None

Motion Carried: 7 Ayes: 0 Noes

Annexation Request – Okanogan County/Okanogan Senior Citizens Center

Mayor Pro Tem Bauer asked City Planner Christopher Johnson to introduce Annexation Request – Okanogan County/Okanogan Senior Citizens Center.

Varner moved, seconded by Gillespie to accept Petitioner's Notice of Intent to initiate Annexation of the subject properties, subject to assumption of their pro rata share of existing City indebtedness, and application of the City's existing Comprehensive Plan and Zoning Designations for the area. The city directs the Planning and Clerk's offices to complete required advertisements and Notices to the public and set the date for a Public Hearing for the City Council to accept, reject or modify the Annexation petition.

There was a brief discussion.

Vote on the motion.

Ayes: Lind, Bauer, Chilcote, Varner, Gillespie, Lyles and Oyler

Noes: None

Motion Carried: 7 Ayes: 0 Noes

CIAW Insurance Renewal

Mayor Pro Tem Bauer asked City Clerk Treasurer Jessica Blake to introduce 2023-2024 General Liability renewal: CIAW and VIP.

Lind moved, seconded by Lyles to approve the 2023-2024 General Liability Policy through CIAW and authorize the premium payment to CIAW and broker fee to VIP Insurance Agencies be paid.

There was a brief discussion.

Vote on the motion.

Ayes: Gillespie, Lyles, Lind, Varner, Bauer, Oyler and Chilcote

Noes: None

Motion Carried: 7 Ayes: 0 Noes

Resolution 2023-06 – Hotel Motel

Mayor Pro Tem Bauer asked City Clerk Treasurer Jessica Blake to introduce Resolution No. 2023-06: Hotel/Motel Allocations.

Varner moved, seconded by Chilcote to approve Resolution No. 2023-06.

There was a brief discussion.

Vote on the motion.

Ayes: Chilcote, Lind, Bauer, Gillespie, Oyler, Lyles and Varner

Noes: None

Motion Carried: 7 Ayes: 0 Noes

Oroville/Okanogan Interlocal Agreement Amendment – Building Official Services

Mayor Pro Tem Bauer asked City Clerk Treasurer Jessica Blake to introduce Interlocal Agreement Amendment between City of Okanogan and City of Oroville for salary, benefits, training and travel costs associated with Building Official/Permit Administration services.

Oyler moved, seconded by Lind to approve the Interlocal Agreement Amendment Between the City of Okanogan and City of Oroville for Building Official/Permit Administration Services and authorize Mayor Pro Tem Bauer to sign the amendment.

There was a brief discussion.

Vote on the motion.

Ayes: Varner, Gillespie, Lyles, Lind, Chilcote, Bauer and Oyler

Noes: None

Motion Carried: 7 Ayes: 0 Noes

PUBLIC COMMENT

Mayor Pro Tem Bauer opened the floor for Public Comment. Seeing none offered, Public Comment was closed.

COUNCILMEMBER'S COMMENT

Councilmember Varner announced:

- Chamber meeting 12 pm tomorrow at the Cariboo, anyone is welcome to attend.
- Chamber banquet will be February 7, 2024.

Councilmember Gillespie announced:

- Will be attending Economic Alliance meeting tomorrow.

MAYOR'S REPORT

Mayor Turner thanked Lisa Bauer for presiding over the meeting and wished everyone a Merry Christmas.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 8:03 p.m.

Minutes taken and prepared by Utilities Clerk Laura Divis

APPROVED:

Lisa Bauer, Mayor Pro Tem

ATTEST:

Jessica Blake, Clerk Treasurer