
AGENDA
OMAK CITY COUNCIL MEETING
May 20, 2019 – 7:00 PM



ORIGINAL

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from May 6, 2019
2. Approval of Claims

F. NEW BUSINESS:

1. Tamra Hively – Director OK-Snip
2. Res. 38-2019 – Approve Purchase of Diving Board – Pure Water Aquatics
3. Res. 39-2019 – WSDOT Agreement for 2019 Street Striping
4. Res. 40-2019 – Guaranteeing Grant Matching Funds to WSDOT
5. Res. 41-2019 – Approve PW Contract with Great Floors
6. Request for Fireworks Permit – Oxford House



G. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: May 20th, 2019

Subject: **Resolution No.38-2019** Purchase of DuraFlex Diving Board.

The Attached Resolution: **38-2019**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PURCHASE OF DIVING BOARD FROM PURE WATER AQUATICS**, is forwarded for your consideration.

Over the past few years, the city has replaced the diving boards at the Omak Municipal Pool with new direct replacements, "DuraFlex" 16' boards.

Pure Water Aquatics is the new regional supplier of these specific diving boards and sent an estimate in the amount of \$6,086.25 which is over the 2019 Budgeted amount of \$5,500.00.

The board needs to be replaced for safety reasons, and we recommend proceeding with the purchase of the board.

I support this Resolution and recommend Council approval.

RESOLUTION NO. 38-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PURCHASE OF
DIVING BOARD FROM PURE WATER AQUATICS**

WHEREAS, the 2019 budget provides for the replacement of the Diving Board at the Omak Municipal Pool; and

WHEREAS, regional supplier for the direct replacement of the 16' DuraFlex Diving Board is Pure Water Aquatics; and

WHEREAS, the estimate from Pure Water Aquatics is \$6,086.25 for the replacement diving board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the estimate from Pure Water Aquatics be awarded, a copy attached hereto as Exhibit "A", of \$6,086.25. The Mayor is authorized and directed to execute and the Clerk is authorized to attest all necessary contract documents.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Pure Water Aquatics
 PO Box 465
 Wilsonville, OR 97070-0465

Estimate

EXHIBIT A

| | |
|-----------|------------|
| Date | Estimate # |
| 3/24/2019 | 307 |

| |
|--|
| Name / Address |
| City of Omak Connie J Thomas PO Box 72 Omak, WA 98841 |

| |
|--|
| Ship To |
| City of Omak 220 Columbia Street Omak, Wa. 98841 Jared Park 360-736-1683 |

| |
|----------------|
| Project |
| |

| Item | Description | Qty | Rate | Total |
|------------------|------------------------------|-----|--------------|------------|
| DUR-35-8502 | 16' DURAFLEX DIVING BOARD | 1 | 5,235.00 | 5,235.00T |
| Freight Estimate | Freight Estimate | 1 | 390.00 | 390.00T |
| | Sales Tax Location Code 2407 | | 8.20% | 461.25 |
| | | | Total | \$6,086.25 |



Commercial Aquatic Systems & Supplies

DIVING STAND AND DIVING BOARD SIGN OFF SHEET

Duraflex International requires that all their products sold to aquatic facilities meet FINA, USA Diving and/or NCAA Facility Standards.

FINA Guidelines for pool dimensions for diving facilities are attached.

FACILITY NAME: _____

FACILITY ADDRESS: _____

FACILITY PHONE NUMBER: _____

I certify that the above mentioned facility meets or exceeds the minimum FINA, USA Diving and/or NCAA dimensions for diving facilities.

Name: _____ Title: _____

Signature: _____ Date: _____

Company: _____

THIS FORM MUST BE COMPLETED AND ACCOMPANIED BY THE DURAFLEX PRODUCTION QUESTIONNAIRE AND PURCHASE ORDER.

Customer / Dealer Name: _____

Purchase Order Number: _____



**COMMERCIAL DIVING BOARDS
FIBERGLASS OR ALUMINUM
8', 10', 12', 14' & 16' LENGTHS**

! CAUTION

ALL MINIMUM WATER ENVELOPE DIMENSIONS FOR RESIDENTIAL INGROUND SWIMMING POOLS MUST MEET THE ANSI/APSP/ICC-5 2011 AMERICAN NATIONAL STANDARD FOR RESIDENTIAL INGROUND SWIMMING POOLS (REFERENCED THROUGHOUT THESE ASSEMBLY AND INSTALLATION INSTRUCTIONS AS "ANSI/APSP/ICC-5 2011"). ALL WATER ENVELOPE DIMENSIONS FOR PUBLIC SWIMMING POOLS MUST MEET THE ANSI/APSP/ICC-1 2014 STANDARD FOR PUBLIC SWIMMING POOLS (REFERENCED THROUGHOUT THESE ASSEMBLY AND INSTALLATION INSTRUCTIONS AS "ANSI/APSP/ICC-1 2014"). COMPLY WITH LOCAL GOVERNMENT REGULATIONS IF THEY EXCEED ANSI/APSP/ICC OR ANSI/NSPI STANDARDS.

ALL DIVING BOARDS AND RELATED EQUIPMENT ARE MANUFACTURED FOR INGROUND SWIMMING POOLS ONLY. FOLLOW ALL INSTRUCTIONS CAREFULLY AND INSPECT CLOSELY TO ASSURE PROPER AND SAFE INSTALLATION.

PROPER INSTALLATION CANNOT BE OVERSTATED. IMPROPER INSTALLATION VOIDS S.R. SMITH'S WARRANTY AND MAY AFFECT THE SAFETY OF THE USER.

**IMPORTANT
INSTALLATION INSTRUCTIONS
- PLEASE READ CAREFULLY-**



**WESTERN SALES AND MANUFACTURING PLANT
CORPORATE HEADQUARTERS**

P.O. Box 400 • 1017 S.W. Berg Parkway
Canby, Oregon 97013
Phone (503) 266-2231 • Fax (503) 266-4334

EASTERN MANUFACTURING PLANT

105 Challenger Drive
Portland, Tennessee 37148
Phone (615) 325-0770 • Fax (615) 325-0775

www.srsmith.com

COMMERCIAL DIVING BOARD

8', 10', 12', 14' & 16'

FRONTIER III PLUS • SWIM CLUB • EUREKA • ALUMINUM

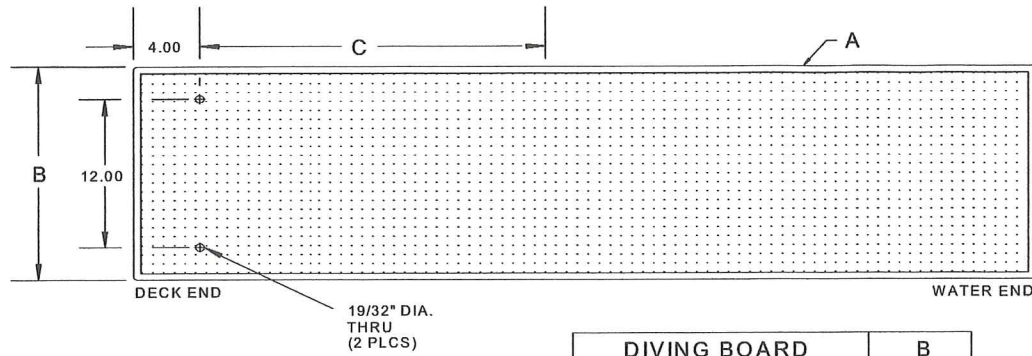


FIG. 1

| DIVING BOARD | B |
|--------------------|--------|
| 8'-12' ALUMINUM | 18" |
| 14'-16' ALUMINUM | 20" |
| 10'-12' FIBERGLASS | 17.25" |
| 14'-16' FIBERGLASS | 19.25" |

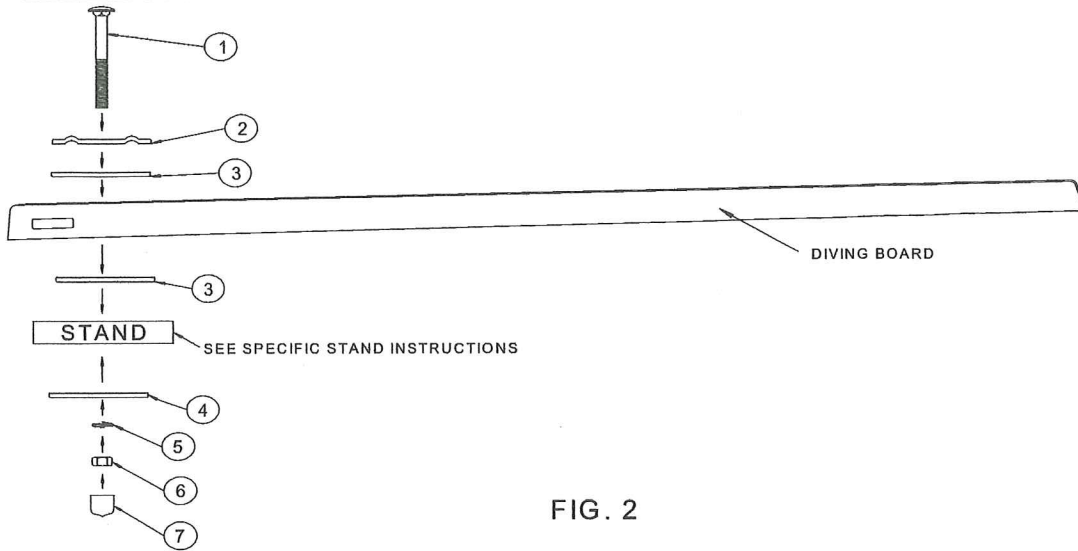


FIG. 2

18" COMMERCIAL MOUNTING KIT (67-209-903-SS) W/ 8'-12' BOARDS

1. 1/2" X 5" CARRIAGE BOLT SS (2 EA)
2. 18" TOP MOUNTING PLATE (1 EA)
3. 18" RUBBER MOUNTING PAD (2 EA)
4. 18" BOTTOM MOUNTING PLATE (1 EA)
5. 1/2" LOCK WASHER SS (2 EA)
6. 1/2" HEX NUT BRASS (2 EA)
7. 1/2" WHITE RUBBER NUT CAP (2 EA)

20" COMMERCIAL MOUNTIN KIT (67-209-904-SS) W/ 14'-16' BOARDS

1. 1/2" X 5" CARRIAGE BOLT SS (2 EA)
2. 20" TOP MOUNTING PLATE (1 EA)
3. 20" RUBBER MOUNTING PAD (2 EA)
4. 20" BOTTOM MOUNTING PLATE (1 EA)
5. 1/2" LOCK WASHER SS (2 EA)
6. 1/2" HEX NUT BRASS (2 EA)
7. 1/2" WHITE RUBBER NUT CAP (2 EA)

**SELECTED SECTIONS EXTRACTED FROM
ANSI/APSP/ICC-1 2014
AMERICAN NATIONAL STANDARD FOR PUBLIC SWIMMING POOLS**

Standard for Public Swimming Pools

1 Scope

1.1 Public swimming pools. This standard covers public swimming pools to be used for swimming, bathing, competitive activities, or recreational activities and operated by an owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for use.

1.1.1 Public swimming pools covered by this standard. Public swimming pools covered by this standard include the following:

1.1.1.1 Class A pools. Any pool intended for use for accredited competitive aquatic events such as Federation Internationale De Natation (FINA), USA Swimming, USA Diving, USA Synchronized Swimming, USA Water Polo, National Collegiate Athletic Association (NCAA), National Federation of State High School Associations (NFHS). The use of the pool is not limited to competitive events.)

1.1.1.2 Class B pools. Any pool, not otherwise classified, intended for public recreational use

1.1.1.3 Class C pools. Semi-public pools. Any pool operated solely for and in conjunction with lodgings such as hotels, motels, apartments, condominiums.)

1.1.1.4 Class F pools. Class F pools are wading pools and are covered within the scope of this standard as set forth in Sections 6.9 and 8.4.2 and as noted in other sections of the standard.

1.2 Variation in design. This standard provides specifications for the design, equipment, operation, warning signs, installation, sanitation, new construction, and renovation of public swimming pools. This standard permits variations in equipment, materials, and design to accommodate special needs and considerations and advances in technology and to provide the required quality, strength, durability, and safety for the intended use.

1.3 Renovation. Renovation does not include ordinary maintenance. Only those items that are renovated shall adhere to this standard. (See Section 3 Definitions)

2 Normative references

The following standards contain provisions that, through reference in this text, constitute provisions of this American National Standard. At the time of publication, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this American National Standard are encouraged to investigate the possibility

of applying the most recent editions of the standards indicated at right.

Americans with Disabilities Act (ADA) Accessibility guidelines for buildings and facilities; recreation facilities 1
ACI 302.1 R-04 (2004), Guide for concrete floor and slab construction 2

ANSI/APSP-2 1999 Standard for Public Spas 3
ANSI/NSF 50 (2012), Circulation system components and related materials for swimming pools, spas/hot tubs 4
ANSI/NSF 14 (2012), Plastics piping system components and related materials 5

ANSI/NEMA-MG1-2007, Motors and generators 6
ANSI/APSP/ICC-7 2013 Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Catch Basins 7

ANSI/APSP-16 2011 Standard for Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, and Hot Tubs 8
ANSI/NFPA 70: National Electrical Code, 2014 9
ANSI Z21.56-2013/CSA 4.7-2013, Gas fired pool heaters 10

UL 1261 (2001), Standard for electric water heaters for pools and tubs 11

UL 1995 (2011), Standard for heating and cooling equipment 12

ANSI/NFPA 54/ANSI Z223.1 2012, National Fuel Gas Code 13

ANSI/NFPA 58 2014, Liquefied Petroleum Gas Code 14
ASME A112.1.2 (2012), Air gaps in plumbing systems 15
ANSI/APSP-11 2009 Standard for Water Quality in Public Pools and Spas 16

ANSI Z535 series for safety signs and colors (5 standards) (2011) 17

ASTM F2208-08, Standard specification for pool alarms 18
ASTM 1346-91(2010), Standard performance specification for safety covers and labeling requirements for all covers for swimming pools, spas, and hot tubs 19

- | | |
|----------|--|
| 1 | U.S. Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, Suite 1000, Washington, DC 20004, (202) 272-0080, www.access-board.gov |
| 2 | American Concrete Institute, 38800 Country Club Drive, Farmington Hills, MI 48331, (248) 848-3800, www.concrete.org |
| 3, 7, 8, | The Association of Pool and Spa Professionals, 2111 Eisenhower Avenue, Alexandria, VA 22314, (703) 838-0083, www.APSP.org |
| 4, 5, | NSF International, 789 N. Dixboro Rd., Ann Arbor, MI 48113 (734) 769-8010, www.nsf.org |
| 6, | The Association of Electrical Equipment and Medical Imaging Manufacturers (NEMA), 1300 N. 17th Street, Suite 1847, Rosslyn, VA 22209 (703) 841-3200, www.nema.org |
| 9, 13, | National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, MA 02269 (617) 770-3000, www.nfpa.org |
| 14, | American National Standards Institute (ANSI), 25 West 43rd Street, New York, NY 10036, NY (212) 642-4900, www.ansi.org |
| 10, 17, | |
| 11, 12, | Underwriters Laboratories (UL), 333 Pfingsten Road, Northbrook, IL 60062, (847) 272-8800, www.ul.com |
| 15, | American Society of Mechanical Engineers (ASME), 3 Park Avenue, 20th Floor, New York, NY 10016, (212) 591-8562, www.asme.org |
| 18, 19, | ASTM International, 100 Barr Harbor Drive, W. Conshohocken, PA 19428, (610) 832-9585, www.astm.org |

| Design Requirements | Construction Tolerance Allowed |
|--|--|
| Length – overall | ± 3 in. (± 76 mm) |
| Width – overall | ± 3 in. (± 76 mm) |
| Depth – deep area | ± 3 in. (± 76 mm) |
| Depth – shallow area | ± 2 in. (± 51 mm) |
| Step treads & risers | ± 1/2 in. (± 13 mm) |
| Waterline – pools with adjustable weir skimmers | ± 1/4 in. (± 6 mm) |
| Waterline – pools with non-adjustable skimming systems (gutters) | ± 1/8 in. (± 3 mm) |
| All dimensions not otherwise specified in this standard | ± 2 in. (± 51 mm) |
| Competitive pools – Class A pools – All dimensional requirements | As governed by authority having jurisdiction |

6.2 These construction tolerances are not applicable to Class A pools.

6.2.2 **Diving Envelope.** Negative construction tolerances shall not be applied to the shallow dimensions of the Minimum Diving Envelope in Table 6.2.2.

6.3 **Floor slope.** Floor slopes shall be in compliance with 6.3.1 through 6.3.5, except the requirements by the ADA Accessibility Guidelines (ADAAG).

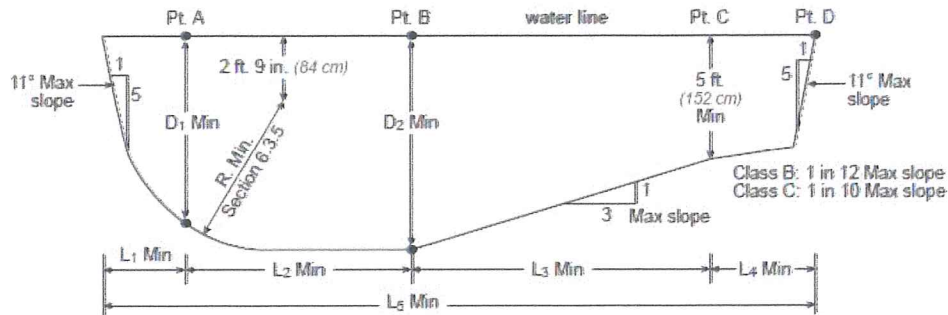
6.3.1 All pool floors shall be sloped to the drain

6.3.2 The slope of the floor in the shallow area shall not exceed 1 ft in 10 ft in Class C pools or 1 ft in 12 ft (1:12) in Class B pools in any direction to the point of the first slope change, if a slope change exists.

6.3.3 The point of the first slope change shall be defined as the point at which the floor slope exceeds 1 ft in 10 ft (1:10) in Class C pools or 1 ft in 12 ft (1:12) in Class B pools.

6.3.4 The slope of the floor from the point of the first slope change to the deep area shall not exceed 1 ft in 3 ft (1:3).

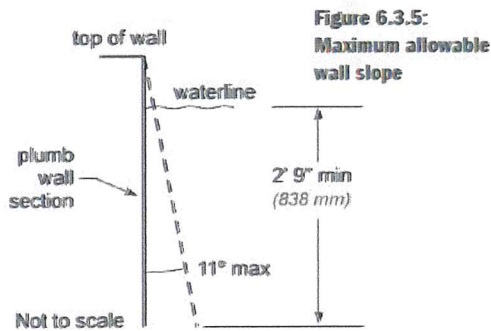
Figure 6.2.2: Construction dimensions for water envelopes for Class B and C pools



| Pool Type | Minimum Dimensions | | | | | | | | Minimum Width of Pool at: | | |
|-----------|----------------------|----------------------|---------------------|---------------------|----------------------|----------------------|---------------------|----------------------|---------------------------|----------------------|----------------------|
| | D1 | D2 | R | L1 | L2 | L3 | L4 | L5 | Pt. A | Pt. B | Pt. C |
| VI | 7' - 0" (213 cm) | 8' - 6" (259 cm) | 5' - 6" (168 cm) | 2' - 6" (76 cm) | 8' - 0" (244 cm) | 10' - 6" (320 cm) | 7' - 0" (213 cm) | 28' - 0" (853 cm) | 16' - 0" (488 cm) | 18' - 0" (549 cm) | 18' - 0" (549 cm) |
| VII | 7' - 6" (229 cm) | 9' - 0" (274 cm) | 6' - 0" (183 cm) | 3' - 0" (91 cm) | 9' - 0" (274 cm) | 12' - 0" (366 cm) | 4' - 0" (122 cm) | 28' - 0" (853 cm) | 18' - 0" (549 cm) | 20' - 0" (610 cm) | 20' - 0" (610 cm) |
| VIII | 8' - 6" (259 cm) | 10' - 0" (305 cm) | 7' - 0" (213 cm) | 4' - 0" (122 cm) | 10' - 0" (305 cm) | 15' - 0" (457 cm) | 2' - 0" (610 cm) | 31' - 0" (945 cm) | 20' - 0" (610 cm) | 22' - 0" (671 cm) | 22' - 0" (671 cm) |
| IX | 11' - 0" (335 cm) | 12' - 0" (366 cm) | 8' - 6" (259 cm) | 6' - 0" (183 cm) | 10' - 6" (320 cm) | 21' - 0" (640 cm) | 0' - 0" (0 cm) | 37' - 6" (11.4 m) | 22' - 0" (671 cm) | 24' - 0" (732 cm) | 24' - 0" (732 cm) |

Note 1: Negative tolerances (see Section 6.2) shall not be applied to any of the dimensions shown in this table.

Note 2: Pool types dictate the minimum water envelope dimensions as specified by the diving board manufacturers.



6.3.5 Walls. Where walls join the floor the transitional point or profile shall comply with the following:

Except for Class A pool walls where racing lanes terminate, walls may slope a maximum of 11° from plumb (see Figure 6.3.5).

- Walls may intersect with the floor at an angle or transition profile
- At water depths between 3 ft to 5 ft (91 to 152 cm) the maximum radius shall be 2 ft 3 in. (69 cm).
- At water depths of 3 ft (91 cm) or less, a transitional radius shall not exceed 6 in. (15 cm) and shall be tangent to the wall and may be tangent to or intersecting the floor
- At water depths greater than 3 ft (91 cm), a transitional radius shall be tangent to the wall at a point no less than 2 ft 6 in. (76 cm) below the water surface and may progressively increase from 6 in. (15 cm) to a value capable of being tangent to, or intersecting, the floor

6.4 Water depths. Water depths for swimming areas shall be a minimum depth of 3 ft (91 cm) unless the authority having jurisdiction specifies otherwise.

6.4.1 Class A pools shall be designed and constructed to provide the dimensions specified by Fédération Internationale de Natation (FINA), USA Swimming, USA Diving, USA Synchronized Swimming, USA Water Polo, NCAA, NFHS, or other appropriate sanctioning body.

6.5 Diving. This standard does **not** cover diving requirements for Class A pools. This standard covers diving requirements for Class B and Class C pools.

6.5.1 When manufactured or field fabricated diving equipment is installed, it shall conform to the specifications set forth in Sections 7.2.1 through 7.2.5.6. It shall be located in the deep area of the pool to provide at least the minimum dimensions as shown in Table 6.2.2 and shall be installed in accordance with the manufacturer's instructions.

6.6 Manufactured diving equipment installation and use instructions shall be provided by the diving equipment manufacturer, and shall specify the minimum water dimensions required for each diving board and diving stand combination. They shall refer to the diving envelope type of their choice by dimensionally relating their product to Point A on the diving envelopes as shown in Figure 6.2.2, Table 6.2.2, and Sections 6.6–6.6.1.2.

6.6.1 Point A. Point A is the point from which all dimensions of width, length, and depth are established for the Minimum Diving Water Envelope (see Figure 6.2.2 and Table 6.2.2). If the tip of the diving board or diving platform overhang is located at a distance of Point A or greater from the deep end wall, and the water depth at that location is equal to or greater than the water depth requirement at Point A, then the point on the water surface at the design water level directly below the center of the tip of the diving board or diving platform shall be designated as Point A.

6.6.1.1 Location of point A. The Minimum Diving Water Envelope dimensions for pools with manufactured diving equipment shall be taken from Point A as shown in Figure 6.2.2. Point A shall be defined as the point on the water surface at the design water level where the water depth is required at Point A and is provided at a distance of Point A as shown in Figure 6.2.2 and Table 6.2.2 from the deep end wall. The center of the tip of the diving board or platform, manufactured or field fabricated, shall be located directly above Point A.

6.6.1.2 Point A, as shown in Figure 6.2.2 and Table 6.2.2, shall be the reference point of origin for all dimensions defining the minimum diving envelope.

6.6.2 Location of equipment and pool features in the minimum diving envelope. If the pool is designed for use with diving equipment, all steps, pool stairs, ladders, underwater benches, offset ledges, special features, and other accessory items, or any parts thereof, shall be located outside the Minimum Diving Envelope (see Figure 6.3.5).

6.7 Rest ledges. Rest ledges along the pool walls are permitted. They shall not be less than 4 ft (122 cm) below the water surface. If a ledge is provided it shall be at least 4 in. (10 cm) wide and no more than 6 in. (15 cm) wide.

6.8 Maximum user load. The maximum user load of Class B or Class C pools shall be in accordance with Table 6.8.

6.9 Wading pools. A wading pool shall be a separate pool with an independent circulation system and physically separated from the main pool as described in Sections 6.9.1 through 6.9.5.

| Pool/Deck Area | Shallow Instructional or Wading Areas | Deep Area (not including diving are) | Diving Area (per each diving board) |
|--|---|---|--|
| Pools with minimum deck area (see 7.1.6-7.1.6.1.) | 15 sq ft. per user (1.35 m ² per user) | 20 sq ft. per user (1.8 m ² per user) | 300 sq ft. per user (27 m ² per user) |
| Pools with deck area at least equal to water surface area | 12 sq ft. per user (1.08 m ² per user) | 15 sq ft. per user (1.35 m ² per user) | 300 sq ft. per user (27 m ² per user) |
| Pools with deck area at least twice the water surface area | 8 sq ft. per user (0.72 m ² per user) | 10 sq ft. per user (0.9 m ² per user) | 300 sq ft. per user (27 m ² per user) |

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: May 20th, 2019

Subject: Resolution No. 39-2019 WSDOT Agreement for 2019 Street Striping.

The Attached Resolution: **39-2019, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE MAINTENANCE AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR 2019 STREET STRIPING.**, is forwarded for your consideration.

The Washington State Department of Transportation annually provides the equipment, labor, and materials for street striping on specific streets in Omak. This year they have offered that service for an estimated amount of \$9,000.00. The 2019 budget includes the funded amount under Traffic Control for striping.

We are requesting approval of this resolution.

RESOLUTION NO. 39-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE
MAINTENANCE AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION FOR 2019 STREET STRIPING**

WHEREAS, the City of Omak has the need for yearly street striping services to provide lane delineations for the City roadway system; and

WHEREAS, the Washington State Department of Transportation, by agreement, can provide the necessary equipment, labor, and materials for City street striping; and

WHEREAS, the estimated cost of service is \$9,000.00.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2019 street striping services, a copy of which is attached hereto and marked Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

PASSED AND APPROVED this _____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

EXHIBIT A

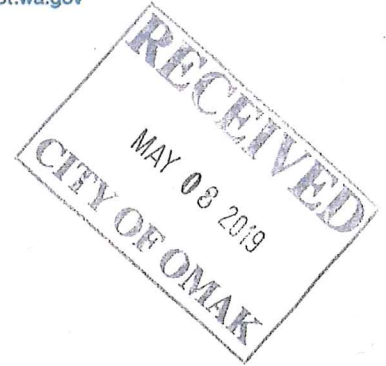


**Washington State
Department of Transportation**

North Central Region
2830 Euclid Avenue
Building A
Wenatchee, WA 98801
509-667-3000 / FAX: 509-667-2940
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 7, 2019

Mr. Wayne Beetchenow
Assistant Public Works Director
City of Omak
PO Box 72
Omak, WA 98841-0072



Dear Mr Beetchenow:

In response to your request for the State to paint certain City streets, I have attached duplicate originals of Maintenance Agreement number JB3137 which will allow the State to perform the requested work.

Please **sign and return both original agreements to me**, upon receipt, I will pursue Regional signature and will return one (1) fully executed original to you for your records.

The striping crew supervisor will contact you prior to the actual paint striping. The City will be responsible for cleaning the streets prior to the striping operation. You may contact Tim Davison at (509) 667-3085 should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Greg Boatright'.

Greg Boatright
Assistant Local Programs Engineer

GB:gb
Enclosure: Agreement (2 Originals)

cc: Lisa Popoff
Tim Davison
Scott Strutzel



| | |
|---|--|
| <p>Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies</p> | <p>Agency and Billing Address City of Omak P.O. Box 72 Omak, WA 98841-0072</p> |
| <p>Agreement Number JB3137</p> | <p>Contact Name/Phone # Wayne Beetchenow / (509) 826-1390</p> |
| <p>Federal Tax ID # 916001262</p> | <p>Estimated Costs \$9,000</p> |
| <p>Description of Work Paint stripe City streets per the attached Exhibit(s) and the MUTCD.</p> | |

This Agreement is entered into by and between the Washington State Department of Transportation (WSDOT) and the above named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties".

Recital

1. The Agency has requested and WSDOT has agreed to perform certain work as described above.

Now Therefore, pursuant to chapter 39.34 RCW,

It Is Hereby Agreed As Follows:

1. General

- 1.1 WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the Agency.
- 1.2 The Agency agrees, in consideration of the faithful performance of the above described work to be done by WSDOT, to reimburse WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

2. Payment

- 2.1 The estimated cost of the work is stated above. The Agency agrees to set aside funds for payment to WSDOT in this amount.
- 2.2 The Agency agrees to pay WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done
- 2.3 If the Agency is a county or city, the Agency agrees that if it does not make payment as provided under the terms of this Agreement, the Agency authorizes WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the Agency.
- 2.4 The Agency agrees further that if payment is not made to WSDOT within thirty (30) days from receipt of WSDOT's invoice, WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3. Increase in Cost

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the Agency of increased costs as they become known.

4. Right of Entry

4.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the work described above.

**5. Termination Clause
(Check the Appropriate Box Below)**

- 5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the Agency for work completed by WSDOT as of the effective date of
- 5.2 This Agreement will terminate upon completion of the work described herein.

6. Disputes and Venue

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT's Secretary of Transportation or designee and the Agency's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

7. Modification

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

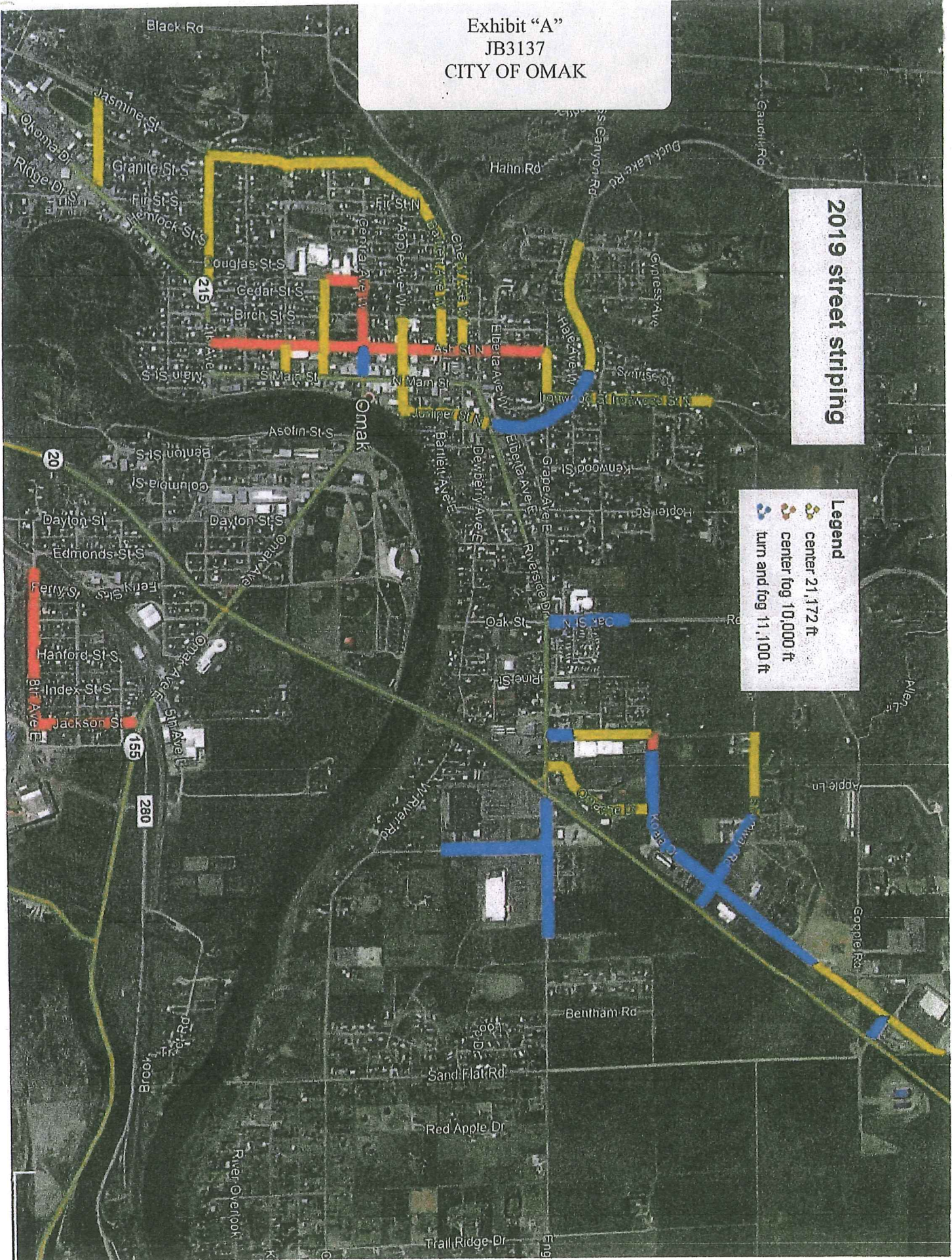
In Witness Whereof, the parties hereto have executed this Agreement as of the party's date signed last below.

| Requesting Agency | Washington State Department of Transportation |
|-------------------|--|
| By: _____ | By: _____ |
| Printed: _____ | Printed: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Exhibit "A"
JB3137
CITY OF OMAK

2019 street striping

- Legend**
- center 21,172 ft
 - center fog 10,000 ft
 - turn and fog 11,100 ft



MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: May 20th, 2019

Subject: **Resolution No. 40-2019** Guaranteeing Grant Matching Funds to the Washington State Department of Transportation.

The Attached Resolution: **40-2019, A RESOLUTION OF THE OMAK CITY COUNCIL, TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AVIATION GUARANTEEING GRANT MATCH FUNDS AVAILABILITY**, is forwarded for your consideration.

The Washington State Department of Transportation is asking for this Resolution to guarantee the City of Omak will provide the matched funds of \$3,863.00. This will be 5% of the match funds with Washington State Department of Transportation providing the other 5%, \$3,863.00 fulfilling the match contribution for the \$77,260.00 dollars FAA grant.

This is for the design of the pavement maintenance parallel taxiway and aprons. Construction would be in 2020.

We are requesting approval of this resolution.

RESOLUTION NO. 40-2019

A RESOLUTION OF THE OMAK CITY COUNCIL, TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AVIATION GUARANTEEING GRANT MATCH FUNDS AVAILABILITY

WHEREAS, the City of Omak will be submitting an Airport Application to the Washington State Department of Transportation (WSDOT) for the 2019 FAA Pavement Maintenance Project; and

WHEREAS, the total project funding is to be comprised of \$3,863 WSDOT Aviation, and the local match amount of \$3,863 from the City of Omak funds. The calculation for the total match is 10% of \$77,260 for the FAA grant.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Omak, Washington supports this project and allocates \$3,863 in the 2019 budget to fulfill the local match contribution requirement.

PASSED AND APPROVED this ____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: May 20th, 2019

Subject: Resolution No. 41-2019 Approving the Public Works Contract with Great Floors.

The Attached Resolution: 41-2019, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH GREAT FLOORS FOR REPLACEMENT OF CITY HALL CARPET**, is forwarded for your consideration.

The Carpet needs to be replaced in City Hall because it has come apart at most of the seams by unraveling and lifting up presenting trip hazards. City Clerk has advertised for the work to be done in the March 20th, 2019 Chronicle. Great Floors was the only bid proposal received. They have completed work in the area before with good results. Their bid proposal was \$23,349.17 and the Public Works Staff will help move furniture during prep and installation.

We are requesting approval of this resolution.

RESOLUTION NO. 41-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH GREAT FLOORS FOR REPLACEMENT OF CITY HALL CARPET

WHEREAS, the City Hall carpet is in need of replacement with new carpet; and

WHEREAS, the completed project is estimated at less than forty thousand dollars;
and

WHEREAS, the competitive bid process is not required in accordance with RCW 35.23.352; and

WHEREAS, Great Floors was the only bid proposal received to replace the existing carpet.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Public Works Contract, a copy of which is attached as **Exhibit "A"**, be awarded to Great Floors, with a bid proposal of \$23,349.17, and that the Mayor is authorized to execute all documents necessary to affect this action.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Great Floors
13708 East Indiana
Spokane Valley, WA 99216**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

City Hall Carpet
\$ 23,349.17

in accordance with the most recent and approved Construction/ Building Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$ 23,349.17 and the scope changes must be approved by the Public Works Director.
8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the Omak P.W. Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must

MEMORANDUM

Omak City Hall & Large Conference Room Carpet Replacement SCOPE OF WORK

March 11, 2019

The Omak Public Works Department will be implementing a Public Works Project in accordance with RCW 35-23-352, requiring no competitive bids for projects requiring one craft and under \$40,000. This project will be for the installation of new carpet and the removal of existing carpet which will include disposal. To be considered, a proposal must be submitted to Omak City Hall no later than March 29, 2019.

Prior to March 29, 2019, interested companies may contact Public Works Director, Ken Mears or City Clerk, Connie Thomas at 509-826-1170 with any questions or for a tour of the facility.

The Omak Public Works Department requires the service of a licensed carpet installer for the replacement of the existing carpet in accordance with all city and state Codes. The work will consist of the following:

- Removal and disposal of existing carpet and other materials such as the rubber base
- All wages to be paid at "Prevailing Wage Rates" as required by Labor & Industries
- Scheduling the work outside of City Hall business hours (8a-5p Monday-Friday)
- Installation to be completed as quickly as possible *5/6 Working days*
- Attached is the City's estimated quantities
- Quotes to be received until **March 29, 2019**

The City of Omak is not responsible for inaccurate measurements and or quantities. We strongly recommend coming onsite to view the project before submitting a quote.

See attached: The Proposal from Great Floors - LLC

| | |
|---------------------|---------------------|
| Materials and Labor | \$ <u>21,579.64</u> |
| Tax 8.2% | \$ <u>1,769.53</u> |
| Total | \$ <u>23,349.17</u> |

Great Floors

COMMERCIAL SALES

13708 East Indiana • Spokane Valley, WA 99216
 Phone: 509-921-6500 • Fax: 509-926-5841

Please accept this document as an informal bid on the project mentioned below. All terms, provisions and exclusions must be included when considering this proposal. Any items that are not listed on this document are not included in this bid proposal.

**BID
 PROPOSAL**

| | |
|--------------------------------|----------------|
| PROJECT | OMAK CITY HALL |
| LOCATION | |
| ARCHITECT | |
| NUMBER OF ADDENDUMS RECOGNIZED | |

| | |
|----------------------|----------------|
| Info: | |
| PROJECT BID DATE: | 5/2/2019 |
| PLANS DATED: | REVISED |
| PROJECT ESTIMATOR: | CLIFF GARRISON |
| PROPOSAL EXPIRES IN: | |

| SCOPE OF WORK | TOTAL |
|---|---------------------------|
| SUPPLY & INSTALL PER CITY OF OMAK | |
| CARPET TILE - J & J- WELL VERSED-2023 HUGHES RUBBER BASE COLOR TBD WALK OFF MATT COLOR TBD TRANSITIONS INSTALL | \$ 21,579.64 |
| THIS INCLUDES CARPET REMOVAL & DISPOSAL, INSTALLATION OF ALL LISTED MATERIALS & FLOOR PREP | |
| Subtotal | \$ 21,579.64 |
| Shipping and / or Service & Handling | |
| Tax Rate 8.20% | \$ 1,769.53 |
| EXCLUSIONS STANDARD: (Unless otherwise noted the following items are excluded) | TOTAL \$ 23,349.17 |

Bonds, Taxes, Furniture Moving, Removal, Floor & Wall Prep (Other Than Minor), Cleaning, Waxing, Sealing, Material Protection, Concrete Sealers, Moisture Mitigation, Underlayments (Wood or Cement), Hoisting, Patching or Repairing, Overtime, Nights or Weekend Work Hours.

EXCLUSIONS JOB SPECIFIC:

TERMS:
 1.) This bid is conditioned upon using AIA subcontract A401 or other acceptable subcontract language mutually agreed upon by Great Floors.

ACKNOWLEDGEMENT AND AGREEMENT: The undersigned hereby accepts, agrees and acknowledges to the forgoing proposal under all terms and conditions set forth therein.

| | |
|-----------------------------|--|
| Signature: | Respectfully Submitted By: Rusan Barnes Sales Representative - Great Floors Commercial Sales |
| Printed Name: | |
| Title: | |
| Date: _____ / _____ / _____ | |



Omak Volunteer Fire Department

Phone (509) 826-0760
Fax (509) 826-6057

16 N. Ash St.
P.O. Box 72

Kevin Bowling, Fire Chief

Omak, Wash. 98841

MEMORANDUM

TO: Cindy Gagne, Mayor
Omak City Council

FROM: Kevin Bowling, Omak Fire Chief

DATE: May 15, 2019

SUBJECT: Request for Fireworks Permit

The Oxford House is requesting a fireworks permit for retail sales of Consumer Fireworks at the Wal Mart parking lot during the 4th of July. They have complied with the Cities fireworks ordinance and needs Council approval.

I support this request and urge Council approval.