# AGENDA OMAK CITY COUNCIL MEETING March 18, 2019 – 7:00 PM

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. <u>CITIZEN COMMENTS</u>
- D. CORRESPONDENCE AND MAYOR'S REPORT
  - 1. Declaration of Arbor Day on April 26, 2019
- E. CONSENT AGENDA:
  - 1. Approval of minutes from March 4, 2019
  - 2. Approval of Claims
- F. NEW BUSINESS:
  - 1. Jay Jay McCoy Community Concerns
  - 2. Jim Miller Presentation Affordability of a New School Building
  - 3. Res. 28-2019 Pulsar Pool Chlorine Sole Source Purchase Aquatic Specialty Services

4. Res. 29-2019 – Contract with Beckstead Electric for VFD Replacements

5. Res. 30-2019 – Approving the Sale of 2002 Chevrolet Pick-Up

- 6. Res. 31-2019 Approve Professional Service Municode Website Redesign & Hosting

7. Ord. 1875 - Amend OMC, Section 2.24.035 Library Board Meeting Time

#### **OTHER BUSINESS:**

- 1. Council Committee Reports
- 2. Staff Reports



The Omak City Hall is accessible to persons with disabilities. Hearing or visually impaired persons requiring special accommodations should contact the City Clerk one week in advance of the meeting by calling 509-826-1170 or e-mail <a href="mailto:clerk@omakcity.com">clerk@omakcity.com</a> in order to be provided assistance.



# heart of the okanogan

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed annually in Washington State on the last Wednesday in April, nationally on the last Friday in April, and at various times throughout the states of our nation, and around the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, Cindy Gagne, Mayor of the City of Omak, Washington, do hereby proclaim that Friday, April 26, 2019, is Arbor Day in the City of Omak, and I urged all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

**FURTHER**, I urged all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

**DATED** this 18<sup>th</sup> day of March, 2019.

Cindy Gagne,	Mayor	

#### LETTER OF TRANSMITTAL

TO:

COUNCIL MEMBERS, MAYOR CINDY GAGNE, CITY ADMINISTRATOR AND CITY CLERK

FROM:

SHEILA HARRISON, CHAIR, OMAK PLANNING COMMISSION

SUBJECT:

PLANNING COMMISSION RECOMMENDATION OF PRELIMINARY APPROVAL FOR

MEADOW POINT PLANNED DEVELOPMENT

DATE:

3/7/2019

CC:

PROJECT FILE

The City of Omak Planning Commission, in conformance with Title 19.05 OMC, held an open record public hearing on March 6, 2019 to consider the application for preliminary approval of the 46 dwelling unit Meadow Point Planned Development proposed by the Housing Authority of Okanogan County. After hearing the proponent's presentation, reviewing the staff report, attached hereto, and taking testimony from those present, the Planning Commission took the following action:

"A motion was made by Commissioner **Hansen** that the Commission recommend *preliminary* approval of the Meadow Point Planned Development to the City Council subject to conditions and findings contained in the staff report. Commissioner Potter seconded the motion which passed unanimously."

Sheila Harrison, Chair

<sup>&</sup>lt;sup>1</sup> - Staff added the clarification that only preliminary approval be granted in accordance with Title 19.05 OMC, with final approval contingent upon satisfying the conditions of approval.

# DRAFT

#### Call to Order:

Chairwoman Harrison called the meeting of the Omak Planning Commission to order at 7:00 PM and a quorum was established.

### **Commissioner & Administrative Personnel:**

Pat Davison - absent

Barry Hansen

Cindy Gagné, Mayor

Sheila Harrison, Chair

Todd McDaniel, City Administrator

Erin Mundinger

Kurt Danison, Contract Planner

Stacey Okland, Vice Chair

Connie Thomas, City Clerk

Anne Potter

#### Public Hearing - Meadow Point Planned Development

Chairwoman Harrison opened the Public Hearing for the Meadow Point Planned Development at 7:01 p.m. She read the public hearing disclaimer for the record. None of the Members excused themselves from the hearing and none of the members have engaged in communication outside of the hearing. Chairwoman Harrison asked representatives of the Housing Authority to present their project. She asked that the Commissioners hold their questions until after the applicant, staff report, and public testimony have been heard. She introduced Nancy Nash-Mendez, Executive Director of the Housing Authority of Okanogan. Mrs. Nash-Mendez thanked the community members for coming out tonight. She explained the mission of the Housing Authority is to develop, serve and acquire affordable housing for community members. Tonight, they are presenting a project that is fulfilling that mission. Why Omak? Today, she called Omak School District to inquire about the number of homeless children in the district, she was given the number of sixty-six students. The large number of units for Meadow Point is to help house those students who are community members. Seventeen of the forty-seven units will be dedicated to seniors and some units will be set aside for veterans. Mrs. Nash-Mendez introduced Collin Thompson with the Office of Rural & Farmworker Housing (ORFH) to give an overview of the project. Mr. Thompson told the Commissioners that this is a forty-seven-unit multi-family apartment community. One hundred seventy-eight individuals will be served in the community. The target population will be veterans who do not have homes, families with children, families displaced by fires and citizens with special needs. All units will serve individuals that are at 50% of the area median income or below. He explained in detail, the unit layouts and amenities to the Commissioners. He said there will also be a common building with a manager's office, meeting room, kitchen, laundry area and a maintenance room. Mr. Thompson said there will be an onsite walking path, playground, landscaping and lighting. Mr. Thompson introduced Roger Tucker, Architect with Environmental Works which is a non-profit community design center. Mr. Tucker explained the key design concepts to the Commissioners. The site is located at Oak, Jonathan and Pine Street. It will be developed with paving, new sidewalk, street trees, water and sewer infrastructure. Mr. Tucker used visual boards to help explain the site location, unit structures and development layout.

Chairwoman Harrison introduced Kurt Danison, Contract Planner for the city, who will provide the staff report (attached). Mr. Danison read into the record the Revised Preliminary Staff Report dated 3/4/2019. The staff report included the project description and the chronology. He said that one of the conditions require the annexation not be filed and recorded until the preliminary approval of a Planned Development has been granted. The Housing Authority working with the

## DRAFT

Office of Rural and Farmworker Housing, initiated a series of pre-application conferences with City Staff to better understand the requirements and process for approval of a Planned Development by the City. As a side note, he said, had the property had already been in the city, the zoning of residential multi-family would not require a public hearing because it's allowed out right in that zone. The reason for the hearing this evening is that the property is being annexed into the city. One of the conditions placed on the annexation was the review and approval of the planned development. He reviewed the applicable codes and city standards, SEPA, critical Areas and Shorelines and stated that the Planning Commission Public Hearing is part of the report, which is taking place tonight. Mr. Danison said that materials were sent out to a list of agencies. That list is retained in the project file. Three comments were received. One from Ken Mears, Public Works Director, another from Gwen Clear of the Department of Ecology and William Gould of Washington State Department of Transportation. The city did receive a new comment yesterday from the Department of Social and Health Services in support of the project. All the comments are held in the project file and the Planning Commissioners have received copies. Mr. Danison went on to read the recommendations by Planning Staff which include conditions and findings. He concluded by saying that the City of Omak has no ability to discriminate against housing. The city by law cannot make a distinction of what is being built, who is building it and who will live in it. It would be against Federal Law for the city to discriminate. If citizens have concerns about the type of housing that is being built in Omak and the money that's paying for it, this is not the forum. It's not something the city or the Planning Commission have anything to do with. He said that Federal and State programs provide money for this type of housing and that would be the appropriate place to direct those type of questions and concerns. Chairwoman Harrison opened the floor for comments from the audience. She asked the audience to use the microphone and identify themselves.

### Pat Huff - 715 Quince Street #2226

Ms. Huff introduced herself to the Planning Commission. Her concern is that she lives almost directly behind and center of the development. She wants to know what the Housing Authority is going to do regarding privacy. Will there be an onsite manager that can handle noise or other complaints? She asked how close the houses will be built to Horizon Estates.

#### Linda Harris – 715 Quince Street

Ms. Harris lives at Horizon Estates. She would like to know if there will be fencing between Horizon Estates and the new development. She is concerned about citizens walking through Horizon Estates. She asked about fencing or shrubs for privacy.

#### Nancy Nash-Mendez - Housing Authority of Okanogan

Mrs. Nash-Mendez thanked both Ms. Huff and Ms. Harris for their concerns. The Housing Authority provides safe and affordable housing. There will be a 24/7 manager onsite who will be highly qualified.

#### Roger Tucker, Architect with Environmental Works

Mr. Tucker used the visual aid to show the distance between the farthest east building and Horizon Estates. He said there will be approximately 140' between the Horizon Estates back fence and the most eastern group of houses. They have purposely pushed the development as far west as they could. In addition there will be a path along the perimeter of the development. They don't have a plan for privacy fencing but will have a landscaping buffer. He did point out that there is a grade change up to where the homes are. So, the homes will be higher and looking over Horizon Estates, so a fence would not help.

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#### Pat Huff - 715 Quince Street #2226

Ms. Huff asked where the designated senior housing would be in the development. Mr. Tucker said the senior housings will be down the center. Ms. Huff explained that Horizon Estates is a quiet community and asked about the increase in noise. Mr. Tucker said they are trying to create a sense of community. The core of the development, the playground and community center is set in the center. The units on the outside will then be a buffer. She asked when construction would begin, and Mr. Tucker said it would begin in June or July with a twelve-month construction period.

Chairwoman Harrison asked if the Planning Commission had any questions of the proponent, staff or public regarding any of the issues presented? Member Hansen asked about the right of ways in and out and North School and asked how that would be mitigated. Mr. Danison said that the development is not right across the street and it will help with Jonathan connecting to Pine Street for an alternate way out. He doesn't think it will be a tremendous impact. Commissioner Mundinger asked for clarification on the number of units. There are forty-six units with one community center. Commissioner Potter asked about how many onsite parking spaces there were. Mr. Danison said code requires one and a half parking spaces per unit and the development plans exceed the requirements.

Chairwoman Harrison closed the public testimony portion of the public hearing at 7:55 p.m.

Chairwoman Harrison opened the subject for discussion by the Planning Commission. She explained that if the Planning Commission agrees with the staff recommendation, they may adopt or (adopt with modifications) its conditions, finding and conclusions as a basis for their action. Member Hansen stated that it looks like everyone has done their job leading up to this point. He recognized the support given by different agencies and the County which is good thing. The members of the Planning Commission did not have anything further to add. A motion was made by Commissioner Hansen that the Commission recommend preliminary approval of the Meadow Point Planned Development to the City Council subject to conditions and findings contained in the staff report. Commissioner Potter seconded the motion which passed unanimously.

Contract Planner Kurt Danison explained that the next step in the process is the Planning Commission recommendation will be presented to the Omak City Council by a Letter of Transmittal. The recommendation will be an agenda item for the March 18, 2019 Council meeting. At that meeting Council will accept the recommendation of the Planning Commission and set and agenda item for the April 1, 2019. At that meeting, the agenda will include an action item to either approve or deny and or modify the preliminary planned development. If Council grants preliminary approval of the planned development, that same evening, Council will adopt an Ordinance finalizing the annexation bringing the property into the City. Staff will prepare a notice of the action that was taken and those that provided testimony this evening and entities that submitted written comments have standing. Those with standing have fourteen days to appeal the Council's decision if they choose to do so. Once the preliminary approval has been granted, it allows the Housing Authority to move forward with the project. Member Hansen wanted to add that, the Planning Commission holds public hearings and it's not often they see this kind of a turnout. It's important to the Planning Commission to receive feedback and he appreciates those that came out tonight.

# DRAFT

Approval of Minutes - January 2, 2019 Meeting

Commissioner Mundinger moved, seconded by Commissioner Hansen, to approve the January 2, 2019 meeting minutes. Motion carried.

**Discussion of Meeting Date and Time Change** 

The Commissioners asked what date and time were settle on. City Clerk Thomas said it was the second Tuesday of the month at 5pm. Administrator McDaniel explained to the members that this change will be done by Ordinance which will continue for future Commissioners. After some discussion, the Commissioners wanted to see how the time change would work for them. They asked that a special meeting be published for Tuesday, April 2, 2019 at 5:30pm. They ask that this item be on the next meeting agenda.

#### **Other Business:**

Mr. Danison told the Commissioners that the Washington State Department of Transportation (WSDOT) commissioned Perteet, Inc. to conduct a transportation planning study to identify improvements along US 97 corridor near Omak. The study focuses on US 97 from the 12 Tribes Casino entrance to Sand Flat Road. He said that on April 25, 2019 they will be sharing that information at a Public Open House at Omak City Hall. He will ensure the Planning Commission receives information on the time.

As there was no further business, the meeting was adjourned at 8:14 p.m.

SIGNED:	
Sheila Harrison, Chair	Connie Thomas, City Clerk
Sheha Hailison, Chair	Comme Thomas, City Clerk

# CITY OF OMAK STAFF REPORT MEADOW POINT PLANNED DEVELOPMENT

TO:

PLANNING COMMISSION

FROM:

KURT DANISON, CONTRACT PLANNER

SUBJECT: REVISED PRELIMINARY STAFF REPORT (REVISIONS MADE 3/7/19 AFTER

PUBLIC HEARING IN RED)

DATE:

3/4/2019

CC:

HOUSING AUTHORITY OF OKANOGAN COUNTY - PD19-01

\*\*\*\*\*\*\*\*\*

**Applicant:** Housing Authority of Okanogan County

Parcel #: 8851700010

# **Project Description:**

The Housing Authority of Okanogan County (HAOC), as required as a condition of annexation into the City, has submitted an application for approval of a Planned Development (Chapter 18.48 OMC), to develop a 4.50 acre site, located off the east side of Oak Street just north of the Mountain View Mobile Home Park, into a multi-family complex with 46 units housing up to 178 people. The applicant proposes dedication of up to 60' of right-of-way, construction of the north ½ of Jonathon Avenue Street, extensions of existing water and sewer mains to serve the property, dedication of approximately 30% of the site as "open space", developing on-site stormwater management improvements, installing underground power and improving the street frontages on Oak Street and Jonathon with pedestrian access, landscaping and street improvements.

# Chronology:

Representatives of the HAOC contacted the City in the summer of 2017 with discussions centered on annexation and permitting requirements for the subject property. HAOC subsequently purchased the subject property and initiated annexation proceedings with letter of intent presented to the City Council on June 5, 2017.

The Council accepted the letter and the HAOC submitted a petition for annexation on July 3, 2017 and the City Council set a public hearing for the August 7, 2017 Council Meeting. At the conclusion of the hearing, the City Council approved the annexation subject to the following conditions:

1. That recording of the annexation ordinance with the Okanogan County Auditor is subject to submittal, review and preliminary approval of a planned Development permit for the property. Upon council granting preliminary approval to Meadow Point, the ordinance completing the annexation may be adopted.

- 2. That any new streets required for the development of the property be constructed within existing City rights-of-way whenever possible. Provision contained in the conditions of approval.
- 3. That the owners, heirs or assigns of the subject property shall be responsible for any extension of streets, sidewalks, or utilities associated with development of the annexed property. Provision contained in the conditions of approval.
- 4. That plans for streets, utilities, sewer, storm drainage fire suppression and any other proposed and/or required improvements shall be prepared by Washington State registered professional engineer and submitted and review and approval by the City Public Works Director and any other agency or department as appropriate (e.g.: electricity, cable, irrigation), in writing prior to construction. Provision contained in the conditions of approval.
- 5. All improvements shall be inspected by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer. Provision contained in the conditions of approval.
- 6. That if the property contains any existing wells and/or water/irrigation rights, the owners agree to negotiate in good faith, terms for transfer of any said wells and water rights to the City of Omak. The HAOC has shares in the Okanogan Irrigation District which cannot be transferred to the City. The planned development will design, install and maintain an irrigation system for outdoor watering using OID water. Cross connection control measures are required to keep the OID irrigation and City domestic water systems separate.
- 7. That any easements required for extension of city utilities shall be granted to the City in a manner acceptable to the City and petitioner. Provision contained in the conditions of approval.
- 8. That if any archaeological material or human remains are encountered during the course of this undertaking, all activity will cease immediately and the Tribal Historic Preservation Officer of the CCT will be contacted as soon as possible. Activity on the undertaking will not resume until satisfactory arrangements have been made between the applicant and the Tribal Historic Preservation Officer. The state and federal funding sources for the planned development have specific requirements that must be met by the HAOC.
- 9. That the owner will assume all or any portion of the existing city or town indebtedness in the area proposed to be annexed. There are no City debts specific to the project site.

Since one of the conditions required that the annexation not be filed and recorded until preliminary approval of a Planned Development has been granted, the HAOC, working with the Office of Rural and Farmworker Housing (ORF), initiated a series of pre-application conferences with City Staff to better understand the requirements and process for approval of a Planned Development by the City.

Concurrently, the City initiated discussions with Okanogan County on preparation of an Intergovernmental Agreement (IGA) which grants the City jurisdiction to review and grant preliminary approval to a development project prior to the annexation. The IGA was approved by the City and County on February 11, 2019. In addition, as a result of existing encroachments

into City right-of-way on property adjoining the HAOC property, another agreement, this one between the HAOC, the Shackett Credit Shelter Trust (owner of the property to the north and seller of the property to OHAC, and Mangat Properties 1, LLC (owner of the Mountain View Mobile Home Park, purchased from Shackett) and the City is being finalized. The purpose of this agreement is for the Shackett Credit Shelter Trust to deed an additional 30' of property along the HAOC's northern boundary via a plat amendment (under review by Okanogan County) to the HAOC resulting in the HAOC dedicating 60' of right-of-way to the City for the new segment of Jonathon Avenue (a proposed condition of approval for the Meadow Point Planned Development). The agreement also includes language related to the right-of-way being encroached upon by the Mountain View Mobile Home Park.

An application and related materials for the Planned Development was submitted on January 15, 2019 and determined to be complete on January 18, 2019.

A public hearing before the Planning Commission was set for March 6, 2019 with a Notice of Application (published in Omak Chronicle on January 30, 2019 and posted on the project site) and Notice of Public Hearing (published in Omak Chronicle on February 20 and February 27 2019). The formal comment period ends at the Public Hearing on March 6, 2019.

## Applicable Codes and City Standards:

The application and public hearing for the proposed planned development is required by Chapter 18.48 of the Omak Municipal Code. The review process for the preliminary approval of a planned development permit is set forth in 19.05.020 OMC. Preliminary approval of a Planned Development Permit is a Type IV action.

## SEPA, Critical Areas and Shorelines:

Preliminary approval of a Planned Development Permit is subject to review under the State Environmental Policy Act (SEPA) and review for potential impacts to designated critical areas (Chapter 18.20 OMC). The project does not lie within shoreline jurisdiction.

The applicant submitted a SEPA Checklist as part of the application materials accepted as complete on January 18, 2019. The SEPA Administrator issued a Determination of Non-Significance (DNS) on January 18, 2019 which was published in the Omak Chronicle on January 30, 2019 with the required appeal period ending on February 20, 2019. No comments or appeals were received.

A review of the City's critical areas designation maps finds that the subject property is within a designated Moderate and High Potential Aquifer Recharge areas. Compliance with the Aquifer Recharge standards in Chapter 18.20 OMC requires all stormwater runoff to be retained and treated on-site in compliance with the provisions of the Eastern Washington Stormwater Management Manual.

# Planning Commission Public Hearing:

The City of Omak Planning Commission is holding an open record public hearing on March 6, 2019.

#### Comments Received:

The application and related materials were mailed or e-mailed to commenting agencies (see list in project file) and a notice provided to adjoining landowners on January 18, 2019. As of the date this staff report was prepared, comments had been received from the following: Ken Mears (Public Works Director), Gwen Clear (Department of Ecology) and William Gould (WSDOT). It is important to note that the written comments are not due until March 5, 20169 and the comment period is open until the March 6, 2019 Public Hearing.

Copies of all comments are contained in the project file.

#### Commenting Agent or Individual: Ken Mears, Omak Public Works Director

**Nature of Comment:** The comments from Public Works represent a review completed by Public Works, Building, Fire Department and Administrative Staff. A copy of the staff report prepared by Mr. Mears is attached hereto.

**Response:** Conditions recommended by Public Works will be required as part of the preliminary approval of the PD.

## Commenting Agent or Individual: Gwen Clear, Department of Ecology

**Nature of Comment:** Ecology's comments pertain to fugitive dust, potential soil contamination from past agricultural activities and maintaining stormwater on-site. A copy of Ecology's comments is attached hereto.

**Response:** Conditions based on Ecology's comments will be required as part of the preliminary approval of the PD, specifically on-site stormwater management is required in compliance with the Eastern Washington Stormwater Management Manual, best management practices will be required to mitigate potential impacts to air quality and testing for potential soil contamination will be required consistent with regulations required by the projects state and federal funding sources.

# Commenting Agent or Individual: William Gould, Washington Department of Transportation

**Nature of Comment:** WSDOT comments noted that traffic from the project will access SR 215 off of Oak Street. No problems are anticipated, however it was suggested if a traffic study was required, that intersection, due to its complex nature, should be included. A copy of the WSDOT's comments is attached hereto.

Response: A requirement for traffic study has not been considered.

# Commenting Individuals: Pat Huff and Linda Harris, residents of Horizon Estates

**Nature of Comments:** Both women were concerned about noise and loss of privacy. They asked how far the development would be from their homes, whether there would be a privacy fence and would there be on-site management.

**Response:** The applicant noted that between the 60' of city R/W and the nearest buildings in the planned development would be another 50' to 60' further west meaning the distance between the women's homes and Meadow Point housing will be approximately 150'. The applicant also noted that the community areas, including playground, will be located at the center of the complex with two rows of buildings between that activity center and the open space and R/W separating Meadow Point from Horizon Estates. The applicant noted that there would be a perimeter trail, stormwater swales and landscape buffering along the project's eastern property line but at present, no fence was included in the plans. Finally the applicant stated that there would be a full-time on-site manager employed by the HAOC.

# Recommendation by Planning Staff:

Planning staff recommends that the Planning Commission take the following action:

Move to recommend *preliminary*<sup>1</sup> approval of the Meadow Point Planned Development to the City Council subject to the following conditions and findings:

#### **Conditions:**

- 1. That an amendment to the Mountain View Mobile Home Park Short Plat-2nd Addition be approved which moves the southerly lot line of Lot 2 thirty (30) feet to the north thus moving the north lot line of Lot 1 thirty (30) feet to the north.
- 2. That prior to construction, all utilities and related improvements be engineered in accordance with specifications provided by the City and/or the Okanogan County PUD and/or the Okanogan Irrigation District, plans approved by appropriate entity, connection fees paid, improvements constructed and inspected in compliance with approved plans. Initial specific requirements based on preliminary plans submitted to the City of Omak include:

#### Water

- a. The existing 8" water main on Oak Street is shown on the plan sheet as being on the eastside of Oak Street when it is on the westside of the street. Plans need to be corrected to show actual location of water main.
- b. A new fire hydrant is required at the north edge of the trailer court during water main construction. The city will supply the additional hydrant and needed materials, and coordinate with the future contractor.
- c. Two additional mainline water valves on Oak Street and Jonathan Avenue East must be included in the water main project for additional isolation control.
- d. The water existing 8" water main in Oak Street be extended north to the end of the property and include additional fire hydrant with water main tee that is then blind-flanged for future development. In reference to Omak Municipal Code 17.32.040 (d)(2) Utilities, and per the Water System Plan pg. 1-14 Table 1-9. Omak Municipal Code 9.04 500-580 System Extensions should be followed.
- e. An 8" water valve and mainline cross to Pine Street intersection for future growth and extension to connect at Quince Street must be constructed.
- f. Requirements for cross-connection control must be followed to ensure separation of irrigation water from the City's water system.

#### Sanitary Sewer

- a. The city will accept PVC or HDPE sewer pipe on the development.
- b. Sewer mains and manholes shall be constructed per city construction standards.
- c. After construction, the city will maintain sewer lines and manholes within the Right of Way on Jonathan Avenue East and Pine Street. All others will be considered private and maintained by the property owner.

<sup>&</sup>lt;sup>1</sup> - Staff added the clarification that only preliminary approval be granted in accordance with Chapter 19.05 OMC, with final approval contingent upon satisfying the conditions of approval.

#### Street Lighting

a. An overhead "LED" street light must be installed on the corner of Oak Street and Jonathan Avenue East. Refer to Okanogan County PUD for type, size, and standards.

#### **Traffic Control Signs**

- a. Stop sign with street names affixed on top "Oak St. N." "Jonathan AVE E." "Pine St. N." white lettering on a green background, and per Manual on Uniform Traffic Control Devices-FHWA shall be acquired and installed.
- b. No Parking signs shall be acquired and installed on Jonathan Avenue East and signage as needed on Oak Street.

#### Streets

- a. Jonathon Street shall be extended to connect with the existing Pine Street in order to provide required access.
- 3. That provisions of the International Fire Code required by the City of Omak Fire Chief be integrated into final plans and specifications for water and access improvements.
- 4. That plans and specifications for street and pedestrian improvements be provided to the City for review and approval prior to construction and that any pavement on Oak Street (Robinson Canyon) disturbed during construction be repaired and approved by the City of Omak Public Works Director.
- 5. That all improvements to public infrastructure be built and/or bonded prior to final approval of the Meadow Point Planned Development.
- 6. That all mitigation measures in the SEPA checklist submitted with the application are implemented and maintained for the life of the project.
- 7. That best management practices to used to eliminate fugitive dust during construction.
- 8. That soil testing shall be required consistent with the regulations of the project's state and federal funders.
- 9. That improvements and other aspects of the project described in the Project Narrative submitted with the application be implemented.
- 10. That all requirements for final plat stated in 17.24 OMC be completed.
- 11. That any development/use of said parcel must comply with the regulations for the zoning district applied to the property.
- 12. That all construction be completed in compliance with applicable requirements of the International Building Code and proper permits obtained.
- 13. Any proposed bond for incomplete utility extensions must comply with 17.46 OMC, and be approved prior to final development plan approval;

# Findings of Fact and Conclusions of Law:

The Planning Commission finds and concludes the following:

- 1. The City, Okanogan County and the HAOC have signed an Intergovernmental Agreement that allows the City to process the request for preliminary approval of the planned development prior to final action on the formal annexation.
- 2. The City, by Resolution 28-97, authorized the Okanogan County Housing Authority to "develop, own, and operate subsidized housing within the City of Omak and to function as a Housing Authority within the City of Omak for any other housing programs for which it may qualify."
- 3. Preliminary approval of the planned development is a condition of annexation.
- 4. The Housing Authority of Okanogan County (HAOC) is the legal owner of the property.
- 5. The applicant has shown a public need for housing in the community; the proposal directly addresses that need.
- 6. The development proposal for a 46-unit multi-family development is consistent with the comprehensive plan designation and uses allowed by zoning for the subject property.
- 7. Development through the Planned Development Permit will create approximately 3.15 acres of developed property and approximately 1.35 acres of open space. The proposed density of 10.22 units per acre is consistent the comprehensive plan.
- 8. Approximately 30% of the project site will be dedicated permanent open space. Proposed open space uses include a community garden, a children's playlot, stormwater swales and a walking trail.
- 9. Long-term maintenance of open space will be the responsibility of the HAOC.
- 10. Development of the property will not displace public recreation opportunities.
- 11. The proposal does not contemplate development of land identified in the comprehensive plan as unsuitable because of steep slopes, floodplain or wetlands.
- 12. The proposal will not adversely affect wildlife habitat identified in the comprehensive plan for special consideration.
- 13. The development site is essentially flat and will not pose risks of inappropriate stormwater runoff. Development of the property is subject to City and state requirements for stormwater management.
- 14. The development will create additional impervious surfaces. A plan for managing stormwater runoff, developed by a licensed civil engineer, is required.
- 15. The applicant submitted a conceptual landscaping plan addressing active and passive areas along with landscaping of dedicated open space.
- 16. The volume of additional vehicle travel is consistent and compatible with the transportation element of the comprehensive plan.
- 17. The proposal includes on-site and off-site improvements to pedestrian facilities. Such improvements will provide more transportation choices to City residents.
- 18. The applicant demonstrated through a preliminary utility plan that the development will be adequately served by water, sewer and electrical service.
- 19. The planning commission finds that the information provided by the applicant demonstrates that the proposal will not have an adverse effect on health, safety and

- general welfare of the community and that an overwhelming public benefit will result from the project.
- 20. The property has access to City water and sewer.
- 21. The project is consistent with the goals, policies and intent of the Comprehensive Plan.
- 22. The project is consistent with the requirements of Chapter 18, Zoning Code.
- 23. All requirements for processing a Type IV Permit stated in Chapter 19.05 OMC were followed.
- 24. That a public notice of the application and determination of non-significance was published in the Omak Chronicle on January 30, 2019.
- 25. A notice of the public hearing was published in the Omak Chronicle on February 20 and 27, 2019.
- 26. That the applicant posted the property on January 30, 2019.
- 27. That an open record public hearing was held by the Omak Planning Commission on March 6, 2019.

# **MEMORANDUM**

To:

Cindy Gagné, Mayor

From:

Ken Mears, Public Works Director

Date:

March 18, 2019

Subject:

Resolution No. 28-2019 Pulsar pool chlorine sole source purchase.

The Attached Resolution: <u>28-2019</u>, <u>A resolution of the Omak City Council</u> <u>Approving Sole Source</u>, <u>Brand Specific</u>, <u>pool chemical purchase in excess of \$5000.00 with Aquatic Specialty Services Inc.</u>, is forwarded for your consideration.

We are preparing for the 2019 pool season and seeking to purchase our yearly supply of chlorine tablets.

Our Pulsar equipment recommends the use of proprietary chlorine tablets. We have tried other products in the past with poor results. Aquatic Specialty Services is the sole vendor of the proprietary product.

This would be a Brand Specific, Sole Source purchase, over \$5000.00 requiring Councils Approval.

I support this resolution and urge its passage.

#### **RESOLUTION NO. 28-2019**

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE, BRAND SPECIFIC POOL CHEMICAL PURCHASE IN EXCESS OF \$5,000.00 FROM AQUATIC SPECIALTY SERVICES, INC.

**WHEREAS**, the City of Omak Municipal Pool has a need for pool chemicals for the proper operation of the pool facility; and

**WHEREAS,** the current chlorine feed system recommends the use of brandspecific Pulsar Calcium Hypochlorite tablets and other products have been tried with poor results; and

**WHEREAS,** Aquatic Specialty Services, Inc. is the regional vendor for the Pulsar Calcium Hypochlorite tablets; and

**WHEREAS**, this purchase exceeds five thousand dollars (\$5,000.00), which requires Omak City Council approval.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak approves sole source, brand-specific purchase of Pulsar Hypochlorite tablets attached as "EXHIBIT A" for the Omak Municipal Pool, from Aquatic Specialties Services, Inc.,

PASSED AND APPROVED this	, 2019.
	SIGNED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael D. Howe, City Attorney

# **EXHIBIT A**

AQUATIC SPECIALTY SERVICES, INC 1605 SOUTH 93RD STREET #EF, SEATTLE, WA 98108		ESTIMATE	· · · · · · · · · · · · · · · · · · ·	5688	
206-275-0694 phone 206 275-2229 Fax Aquaticspecialtyservices.com				-	
Business License 602-161-542			Terms		Date
Contractors License AQUATSS996Q6			Net 15	1/29/2019	
Client:		Ship	o to:		
City of Omak			f Omak		
P.O. Box 72			City Shop		
Omak, WA. 98841 509-826-6531			olumbia Street		
Attn:Wayne Beetchenow			Wa 98841 arred 509-304-4930		

Washington State Public Works Act requires that workders be paid prevailing wage rates when employed on public works projects, and on public building service maintenance contracts. All sales are subject to Net 30 terms, unless otherwise stated. All credit card payments are subject to 3% additional processing fee. All returns are subject to restocking fees plus all freight. Chemicals are not returnable. Balances past due are subject to accrue 1% finance charge monthly. All change orders must be submitted in writing. Under no circumstances will provider be responsible for or buyer be entitled to consequential damages arising out of any delays in performance. All uncertainties are billable per term. Warranty complies with manufacturer fo period of 1 year and claim period 4 months. All freight is billable. A Purchase Order may be applicable, a deposit may be applicable and signature to process order.

Item	Description	Qty	Price Each	Total
30045 +16 30553 17	Pulsar Briquettes 1001bs Pulsar Granular 50# (They only have the 501bs now) Shipping & Handling will go on the pallets with the briquettes	26 2 1	238.00 114.00 35.00	6,188.00T 228.00T 35.00T
SIGNATURE REQU *Signature & Date Re	IRED & DATE: equired Acknowledging terms of Aquatic Specialty Services,	Inc Sub	total	\$6,451.00
	be provided and required to be signed by appropriate authorork and or the owner of the property.	rized Sale	s Tax (8.2%)	\$528.99
* Resellers Permit rec	uired when applicable	Tot	al	\$6,979.99



Lonza Commercial Division 661 W Rhea Rd San Tan Valley, AZ 85143

March 7<sup>th</sup>, 2019

City of Omak PO Box 72 Omak, WA 98841

Re: Pulsar® Chlorinating Systems and related briquettes

To Ken Mears,

Please be advised that **Aquatic Specialty Services** is Lonza/Arch Chemicals, Inc. sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for the state of Washington

If you have any further questions regarding this matter please feel free to give me a call.

Sincerely,

Alan Wing

Regional Sales Manager CCH Western Regional Sales Manager Pulsar

Lonza ICMS - Commercial

ACRI

602-503-8812

Alan.wing@lonza.com

# **MEMORANDUM**

To:

Cindy Gagné, Mayor

From:

Ken Mears, Public Works Director

Date:

March 18, 2019

Subject:

Resolution No. 29-2019 contract for VFD replacements.

The Attached Resolution: **29-2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE CONTRACT WITH BECKSTEAD ELECTRIC INC. FOR RAS/VFD REPLACEMENTS,** is forwarded for your consideration.

The 6 Variable Frequency Drives (VFD) that are in the RAS (return activated sludge) building have been in use since 2000. Two (2) have completely failed. The 4 others are showing signs of failure and are difficult to adjust and program. The Public Works Department solicited three proposals and the lowest is from Beckstead Electric Inc. for \$8,480 plus sales tax of 8.2% and permitting cost. This upgrade is currently in the 2019 City Budget and will be much lower than previously expected.

We are requesting approval of this resolution.

#### **RESOLUTION NO. 29-2019**

# A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CONTRACT WITH BECKSTEAD ELECTRIC, INC. FOR RAS/VFD REPLACEMENTS

WHEREAS, there is a need to replace the failing variable speed drives (VFD) in the Return Activated Sludge (RAS) building at the wastewater treatment plant; and

WHEREAS, proposals were sought in accordance with RCW 35.23.352, and

WHEREAS, three proposals were received and evaluated by the Public Works Department; and

WHEREAS, Beckstead Electric, Inc. was selected as the low-cost provider for the needed equipment and installation; and

WHEREAS, the Public Works Director has recommended the award of the contract to Beckstead Electric, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the contract for RAS/VFD replacements, between the City of Omak and Beckstead Electric, Inc., a copy of which is attached hereto as Exhibit "A", is approved. The Mayor is authorized and directed to execute all necessary contract documents.

<b>DATED</b> thisday of	, 2019.
	APPROVED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael D. Howe, City Attorney

DATED this

**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

#### Beckstead Electric, Inc. 92 – 9<sup>th</sup> Street Wenatchee, WA 98801-1578

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:

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:

#### RAS/VFD REPLACEMENT \$9,175.36 + ELECTRICAL PERMIT

in accordance with the most recent and approved Electrical 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.
- 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.
- It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
- 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 \$9,175.36 + electrical permit, 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

file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this 14th day of March, 2019

	CONTRACTOP. Be kstead Electric  By:	Title
	PRINTED NAME: Bryan	Beckstead
	ADDRESS: 92 9th St	
	Wenatchee City	WA 9801 State Zip
	PHONE: 509-663-1148	
State of Washing	ton Contractor's License Number: _E	BECKSE*IO66PO
	Number: 91-1570954	
*****	**************	*************************************
Executed this	day of	, <u>2019</u>
		CITY OF OMAK
		Cindy Gagné, Mayor
		ATTEST:
		Connie Thomas, City Clerk

# **RAS/VFD Replacement**

# **SCOPE OF WORK**

# March 14, 2019

This project will involve Six New ABB 7.5HP Drives installed and programmed by Beckstead Electric, Inc. at the City of Omak Sewage Treatment Plant.

The Omak Public Works Department requires the service of a licensed contractor for the RAS/VFD Replacement in accordance with the most recent Electrical Standards.

Materials and Labor: \$8,480.00 See attached: The Bid/Quote Form from Beckstead Electric, Inc.

Tax: \$695.36 (8.2%)

Total \$9,175.36 + Electrical Permit



# **BECKSTEAD ELECTRIC, INC.**

Industrial • Commercial • Residential Contracting 92 – 9th Street, Wenatchee, WA 98801-1578 Phone (509) 663-1148, Fax (509) 665-0502

e-mail: beinc@becksteadelectric.com

**DATE:** February 21, 2019

**Quote #:** 2019-52 Revised

PROPOSAL

LICENSE:

BECKSE\*1066PO

**CONTRACTOR:** 

Russ Beckstead

TO:

City of Omak

**OFFICE:** 

CELL:

EMAIL:

wwtp@omakcity.com

ATTN: Jesus Arciniega

**JOB:** VFD Replacement

Replacement of existing drives with new ABB 7.5HP drives. Reuse all existing field wiring.

Material & Labor: \$8,480.00 + Permit + Tax

Payable as follows: Amount due upon completion. Projects that are longer in duration will be invoiced monthly based on progress completed and payment is due upon receipt of invoice. A 1.5% monthly service charge will be issued to invoices past 30 days due. This quote includes a 3% discount for cash or check payments. If paying by credit card the discount will be added back into the quoted amount.

Authorized Signature	Robbi Beckstead (TC)	
ACCEPTANCE OF PROPOS	L: The prices, specifications and conditions are satisfactory and are hereby accept	oted
	ork as specified. Payment will be made as outlined above.  opy upon acceptance of this proposal.	
Signature	Date	

# **MEMORANDUM**

To:

Cindy Gagné, Mayor

From:

Ken Mears, Public Works Director

Date:

March 18, 2019

Subject:

Resolution No. 30-2019 A Resolution Authorizing Sale of Pick-Up

The Attached Resolution: <u>30-2019</u>, <u>A RESOLUTION AUTHORIZING THE SALE OF SURPLUS TO STAMPEDE</u>, INC., is forwarded for your consideration.

Equipment Rental truck #223 was replaced in 2018 making the 2002 Chevrolet pickup truck surplus. Stampede, Inc. is wanting to purchase this surplus truck for use at the Stampede Grounds and is asking to purchase the truck from the City. Equipment Rental has looked into the comparable surplus prices that have been received in the past and attached a blue book value to this resolution.

The City of Omak Municipal Code 2.80.030(a)(3) gives the Mayor of the city authorization to dispose of the surplus by "Negotiated sale to one or more designated buyers.

We are requesting approval of this resolution.

## **RESOLUTION 30-2019**

# A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY TO STAMPEDE INC.

WHEREAS, Equipment Rental routinely purchases new equipment to replace equipment that is nearing it useful life; and

**WHEREAS**, a 2002 Chevrolet pick-up, 1GCEK14V72Z268201, was replaced in 2018 and determined to be property surplus to the needs of the City; and

WHEREAS, OMC 2.80.030(a) authorizes the sale of surplus property through negotiated sale; and

WHEREAS, Equipment Rental has reviewed recent auction results and national value information, and have placed a value on this vehicle at \$3,400.00; and

**WHEREAS,** Stampede, Inc., a non-profit contractor for the City of Omak, desires to purchase this vehicle at the established price.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, of the City of Omak, authorizing the sale of surplus property to Stampede, Inc. The Mayor is authorized to execute all necessary documents to effect this sale.

day of, 201	NCIL OF THE CITY OF OMAK, this9.
	APPROVED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael D. Howe, City Attorney

I, Means do hereby certify that the above described property is valued at \$500.00 or more and said property will be disposed of in the following manner:
A. Public Auction
B. Solicitation of written bids
C. Negotiated sale to one or more designated buyers
D. Transfer to another agency of government at or below
reasonable market price.
Department Head Signature Date
APPROVAL:
I, Cindy Gagne, Mayor of the City of Omak do hereby approve of the disposition of the above described surplus property as certified by the department head and as per Omak Municipal Code Chapter 2.80.
Date:
Signature:
Mayor

# CITY OF OMAK ASSET MAINTENANCE FORM II (Surplus Property)

COMPLETING FORM: Wayne Beetchenow DATE: Feb 13, 2019
PROPERTY NAME: 2002 Chevrolet pickup truck OR DESCRIPTION
<b>PROPERTY ID:</b> 223 <b>E/R #:</b> 223 <b>LICENSE #:</b>
MODEL #: Silverado 1500 SERIAL #: 1GCEK14V72Z268201
LOCATION: DEPT: Equipment Rental
VENDOR NAME: Original \$ 27,500.00
I, do hereby certify that the above described property is <b>valued at \$500.00 or less</b> . The property is no longer of public use to the City of Omak and the disposal of the property would be in the best interest of the City of Omak.  Department Head Signature  Date
I, hereby certify that this property is no longer of public use to the City of Omak and that the estimated value of the property is  \$ This property shall be transferred or sold to another governmental entity to be used solely by that entity.  Department Head Signature Date
1



#### INTEROFFICE MEMORANDUM

TO:

MAYOR GAGNÉ

OMAK CITY COUNCIL

FROM:

CONNIE THOMAS, CITY CLERK

SUBJECT:

RESOLUTION 31-2019-WEBSITE REDESIGN, HOSTING &

**SUPPORT** 

DATE:

MARCH 18, 2019

The attached Resolution 31-2019-A Resolution Approving Website Redesign, Hosting and Support with Municipal Code Corporation (Municode)., is presented to you for your review and consideration.

The current website platform for the City of Omak is hosted by NCI Datacom. The platform is obsolete, non-compliant and unable to be supported by NCI. I evaluated five proposals and viewed webinars. I concluded that all the companies can offer the City a quality website including support services but, I chose Municode as they provided the lowest proposal in the amount of \$5,500. The City of Okanogan is also using Municode and they are happy with the service. The project cost is well under the \$8,000 requested in the 2019 Budget.

Beginning in 2020, the City will be responsible for an annual fee of \$1,500 which includes hosting, maintenance, and customer support. Municode has provided me additional information as to what the annual fee supports (attached). After five years, the annual fee will increase by 5%.

I approve this Resolution and respectfully request your adoption.

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

#### 1) Compliance and Best-Practices Updates

When new ADA compliance standards are initiated, or new "best practices" improvements are activated, sites under our hosting service are in an optimal position for us to make those updates quickly and efficiently should those updates be desired by Omak.

#### 2) Google Site Map Submission

Every time the Omak website is updated by any member of the Omak staff, we submit the Omak site-map to Google so that they can crawl the site and index it for Search Engine Optimization. This ensures optimal search results for content on the Omak website.

#### 3) Data Center

We host the Omak website in a secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365. The data center hosts federal, state, and local government websites that require the highest security standards including Fed RAMP, FISMA, PCI, HIPAA, and SSAE 16. The Omak website will be maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.

#### 4) M Data transmission

Our data center relies on several backup ISPs, including: Telia, PCCW, GTT, Zayo, and Yellow Fiber. We guarantee up to 1 Terabyte of data transfer per month.

#### 5) Redundant high-availability failover (optional)

We have the capability of providing premium hosting service levels by offering a mirrored copy of the Omak site on a separate infrastructure and time zone. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

#### 

We apply security updates to the Omak Drupal-based CMS whenever updates are posted. The Omak website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

#### 7) • Web transmission security

The Omak website will be secured with SSL to encrypt transmission of data. We will SSL-enable every page on your website for maximum security.

#### 8) • User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a <u>two-factor authentication option</u> using Google Authenticate if that should be something you are interested in pursuing.

#### 9) Data Backup

We back up Omak's data in multiple time zones. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

#### 10) \P Guaranteed Uptime

Municode will guarantee web server uptime of 99.99%. In the event this service level is not met within a given month, Omak will receive a credit for that month's service.

## RESOLUTION NO. 31-2019

# A PROFESSIONAL SERVICES AGREEMENT BETWEEN MUNICIPAL CODE CORPORATION (MUNICODE) AND THE CITY OF OMAK FOR WEBSITE REDESIGN, HOSTING, AND SUPPORT

**WHEREAS**, the City of Omak requires Professional Services for the redesign, hosting and support of the City's website; and

**WHEREAS,** our current website is obsolete, non-compliant and no longer support by our internet provider; and

WHEREAS, five proposals were evaluated for price, support, functionality and usability; and

**WHEREAS,** Municode was selected for its ability to best provide the redesign, hosting and support needs for the City; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, Washington that the **Professional Services Agreement**, attached hereto between the CITY OF OMAK, a municipal corporation, and <u>MUNICIPAL CODE CORPORATION</u>, is hereby approved. The Agreement will renew annually.

INTRODUCED and passed this	day of	_, 2019.
	APPROVED:	
	Cindy Gagne, Mayor	
ATTEST:	APPROVED AS TO FORM:	
Connie Thomas, City Clerk	Michael Howe, City Attorney	

# WEBSITE REDESIGN, HOSTING, AND SUPPORT

for Omak, Washington

**Exhibit A** 



WEBSITE DESIGN WITH LOCAL GOVERNMENT IN MIND





Bob Geiger
PO Box 2235 Tallahassee, FL 32316
801-643-1806 Bgeiger@municode.com

## LETTER OF INTEREST

8.27.18

Omak City Hall 2 N Ash St., PO Box 72 Omak, WA 98841

Dear Website Selection Team:

Thank you for the opportunity to present Omak with our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is opensource, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner with Omak on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilder

President, Municode Web

# **CONTENTS**

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# **QUALIFICATIONS**

### **Company Profile**

Municode's mission is to connect public sector organizations with their communities. We provide local government agencies with solutions that promote transparency and efficiency such as custom website design, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned Corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is

conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode's website division (formerly Aha Consulting), was founded in 2008



with a focus on improving a municipality's image and profile, providing simple-to-use online tools for self-service, and allows non-technical staff to easily post information on the site. Our "keep it simple" and "attention to detail" priorities have proven extremely successful and we have quickly gained the confidence of municipalities across the country. We have retained that trust and confidence by placing extra emphasis on superior customer support. We listen to your concerns.

It is no coincidence that cities, towns, and other local government agencies across the country are increasingly switching from other well-known municipal website providers to Municode. It is also no coincidence that we have an industry leading 98% customer retention rate. We truly value our customers who place their trust and confidence in us. We are committed to handling each customer with honesty and integrity. We work daily to earn and keep your trust.

**4,500**Municipal Clients

66 Years
Serving Municipalities

180 Million
Citizens using our solutions





## REFERENCES AND DESIGN EXAMPLES

# **Standard Designs**

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

# **Aurora Oregon**

https://www.ci.aurora.or.us

Population: 1,003

Kelly Richardson, City Recorder/Clerk

503-678-1283

recorder@ci.aurora.or.us

# Senoia Georgia

https://senoia.com Population: 3,328

Debby Volk, City Clerk 770-599-3679 dvolk@senoia.com

# **Onancock Virginia**

http://www.onancock.com Population: 1,263

Bill Kerbin, Town Manager 757-787-3363 wkerbin@onancock.com

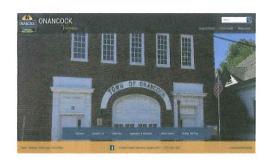
#### **Polson Montana**

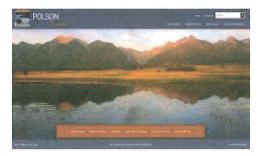
https://www.cityofpolson.com Population: 4,488

Kyle Roberts, City Planner 406-883-8213 cityplanner@cityofpolson.com





















## **Custom Designs**

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly — usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.** 

# **Chehalis Washington**

http://ci.chehalis.wa.us/ Population: 7,259

Judy Schave, HR / Risk Manager 360-345-1042

jschave@ci.chehalis.wa.us





# **Coburg Oregon**

http://www.coburgoregon.org/ Population: 1,035

Anne Heath, Finance Director 541-682-7870 anne.heath@ci.coburg.or.us





# **Vancouver Washington**

http://www.cityofvancouver.us/ Population: 161,791

Jim Reed, Web Content Manager 360-487-8710 jim.reed@cityofvancouver.us





### **Estacada Oregon**

http://www.cityofestacada.org/

Population: 2,695

Matt Lorenzen, Economic Development Manager 503-630-8275 x206

lorenzen@cityofestacada.org









# **Cannon Beach Oregon**

http://www.ci.cannon-beach.or.us/

Population: 1,690

Rusty Barrett, IT Director 503-436-8093

rbarrett@ci.cannon-beach.or.us





# **Washougal Washington**

http://www.cityofwashougal.us/

Population: 14,095

Theo Gomez, 360-835-8501 x508

theo.gomez@cityofwashougal.us





## **Cottage Grove Oregon**

http://www.cottagegrove.org/

Population: 9,686

Richard Meyers, City Manager 541-942-5501

citymanager@cottagegrove.org





# **Yacolt Washington**

http://www.townofyacolt.com/

Population: 1,566

Cindy Marbut, Town Clerk

360-686-3922

cindy.marbut@townofyacolt.com





# **Stanwood Washington**

http://www.ci.stanwood.wa.us/

Population: 6,231

Amanda Slattery, Administrative Assistant

360-629-2181 x4505

amanda.slattery@ci.stanwood.wa.us









# **WEBSITE FEATURES**

Municode WEB was designed for local governments by experts in local government. It utilizes Drupal, an open source platform that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

0.0	(Fine)	600		
KAN	/ Ka	COL	-eat	ures
8 6 6 A			P C C	MI CO

- Responsive Mobile Friendly Design
- Simple Page Editor
- Best-in-Class Search Engine
- ADA/Section 508 Compliance
- Social Media Integration

- Unlimited Online Fillable Forms
- Emergency Alerts
- Meeting Agendas/Minutes/Videos
- Event Calendar
- Page Versioning / Audit Trail

#### **Additional Base Features**

- Web Page Categories create a page once, have it show up in multiple places
- Department Micro-sites (sites-within-a-site)
- Rotating Banners and Headline Articles
- Online Job Postings
- Online Bid/RFP Postings
- O Photo Album Slideshows
- Google Maps Integration
- Resource/Document Center
- Image auto-scaling and resizing
- Site Metrics (Google Analytics)
- Content Scheduling (Publish Today, Unpublish Tomorrow)
- Unlimited User logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Online Payments

- Latest News / Press Releases
- Anti-spam controls
- Email Harvesting Protection
- Broken Link Finder
- Dynamic Sitemap
- Support for Windows, Mac, Linux
- Video integration (YouTube, Vimeo, etc.)
- Client owns rights to all data
- Organization/Staff Directory
- Frequently Asked Questions (FAQs)
- Ordinances and Resolutions
- Google Translate
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer Friendly Pages
- RSS Feeds Inbound/Outbound

#### **Optional Features**

- O Email Subscriptions / Notifications
- O Parks and Trails Directory
- Projects Directory
- Property Locator (Commercial/Industrial)
- O Business Directory
- Specialty sub-site graphic designs
- O Design refresh every 4 years
- Custom development



# **Online Payments (Municode PAY)**

Municode PAY is a highly-flexible and comprehensive electronic payment solution that lets you collect and process multiple types of payments from multiple channels – quickly and efficiently. Once deployed within your organization, you will be able to accept payment via the web or through your own customer service agents.

#### Easy for your community to use

Provide your residents and business owners the payment options that empower them to pay you anytime, anywhere, the way that makes the most sense for them.

- · Online quick-pay option
- Mobile payments & alerts
- Choose from multiple funding sources: Credit Card, Debit Card, Electronic Check

#### Easy for you to manage

Your staff will have 24/7 access to the industry's most comprehensive administrative portal to provide customer support before, during and after payment processing. We provide industry-leading reporting and other tools for overall payment management.

- Schedule or cancel payments on citizen's behalf
- Capture and process payments in real-time or batch modes
- Flexible settlement and reconciliation options tailored to your needs
- Complete accounting and settlement functions that integrate with finance and general ledger systems
- Role- and privilege-based security rights for your staff
- Streamlined financial processes including collection, payment & settlement
- Comprehensive reports exportable in multiple formats (HTML, PDF, CSV and Excel)

#### **Flexible Pricing Model**

We will work with you to find the right pricing model for your needs. We can provide both a citizen convenience fee model or a more aggressive municipal absorbed fee model. For this proposal, we have included both the customer convenience fee model and municipal absorbed fee model for you to compare.

Total Fee = Transaction Fees + Annual Service Fee

#### **Transaction Fees**

- a) Municipal Absorbed Fee Model: \$0.80 + merchant processing fees OR
- b) Citizen Convenience Fee Model: TBD depends on type of payments and average transaction amount

#### Annual Service Fee only applies if < 365 transactions per year (1 per day average)

- a) >365 transactions per year annual service fee waived
- b) < 365 transactions per year \$400





# **MEETING AND AGENDA MANAGEMENT (OPTIONAL)**

<u>Municode Web includes a standard feature to post meeting agendas and minutes</u>. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, autogenerated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

# **Key Project Deliverables**

- BOARD/COMMITTEE SETUP configure as many boards as you need no limit
- MEETING TEMPLATE DESIGN design one or more meeting templates to your custom specifications
- TRAINING
- WORKFLOW setup custom agenda item approval workflows
- USERS/ROLES/PERMISSIONS create and configure unlimited user accounts
- ANNUAL SERVICE 99.95% up-time guarantee, data backups, disaster recovery
- SUPPORT 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

#### **Standard Features**

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- O Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets

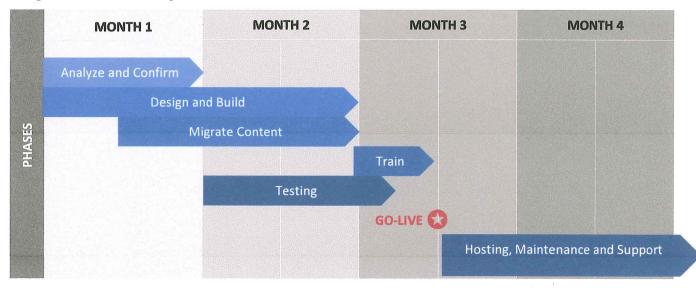
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Voting/Roll Call
- Integration with Municode Web calendar



### PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 6 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

### **Project Timeline Sample**



# **Client Responsibilities**

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ✓ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.





# **Project Phase Descriptions**

# **Phase 1: Analyze and Confirm Requirements**

#### Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

#### **Organizational Overview Inventory/Survey:**

Municode will provide an organizational overview document for you to complete as part of this assessment.

#### **Website Design Meeting:**

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

### **Deliverables**

- Summary assessment sheet
- Organization Survey
- Website design specification sheet (graphic design and information / navigation design)

# Phase 2: Design and Build phase

#### **Design Concept Creation and Approval (Custom Designs):**

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

#### Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

### **Deliverables**

- Design concepts
- Finalized design (Photoshop PSD)
- Functional beta website with approved design
- Content migration



# **Phase 3: Migrate Content**

#### **Content Finalization and Departmental Acceptance**

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

<u>Meeting Agendas and Minutes:</u> Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes\_061516.pdf, etc.)

<u>Standard Web Pages:</u> A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

#### **Deliverables**

- Content creation and migration
- Departmental content 'signoff'

# Phase 4: Staff Training

#### **Staff Training**

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

#### **Deliverables**

- On-site (if applicable)
- Web teleconference
- Videos and User guides

# **Phase 5: Testing**

#### **Municode Functional Testing**

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

#### **Acceptance Testing**

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

#### **Deliverables**

- Completing Testing Checklists
- Site acceptance by client

#### Go Live 🗘

#### Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

#### **Deliverables**

Accepted Final Live Website





# Hosting, Maintenance and Customer Support

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

#### Data Center

We host your website in a secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365. The data center hosts federal, state, and local government websites that require the highest security standards including Fed RAMP, FISMA, PCI, HIPAA, and SSAE 16. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.

#### Data transmission

Our data center relies on several backup ISPs, including: Telia, PCCW, GTT, Zayo, and Yellow Fiber. We guarantee up to 1 Terabyte of data transfer per month.

#### Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and time zone. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

#### Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

#### Web transmission security

Your website will be secured with SSL to encrypt transmission of data. W we will SSL-enable every page on your website for maximum security.

#### User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also off a <u>two-factor authentication option</u> using Google Authenticate if that should be something you are interested in pursuing.

#### Data Backup

We back up your data in multiple time zones. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

#### Guaranteed Uptime

Municode will guarantee web server uptime of 99.99%. In the event this service level is not met within a given month, you will receive a credit for that month's service.





# **Maintenance and Customer Support**

#### **24x7 Customer support:**

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

#### Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

#### Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

#### ★ Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.





# **PROJECT COSTS**

# **Design, Development, and Implementation Phase**

\$4,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with standard design
- Content migration: 25 standard pages and 5 years meeting minutes
- Training: web teleconference, video training series, user guides

# **Annual Hosting, Maintenance, and Customer Support**

\$1,500/ year

- 10GB disk space and up to 1 terabyte data transfer per month
- 99.9% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

# **Additional Website Options**

☐ Custom Design	\$2500
☐ Meetings and Agenda Management Solution	\$3200 per year
☐ Email Subscriptions / Notifications	\$600 per year
☐ Parks and Trails Directory	\$200 per year
☐ Projects Directory	\$200 per year
☐ Property Listings (Commercial/Industrial)	\$200 per year
☐ Business Directory	\$200 per year
☐ On-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
☐ Custom Feature Development	\$125 per hour or fixed bid quote

# **PAYMENT SCHEDULE**

# **Traditional Payment Schedule**

• Year 1

•	Sign contract – 50% of project costs	\$2,000
0	Implement design and features – 50% project costs	\$2,000
•	Conduct training (site moved to production / annual support begins)	\$1,500
	Total	\$5,500

- Years 2-4
  - \$1500 per year
- Annual hosting and support increases in year 5 by five percent. It increases in subsequent years according to the prevailing consumer price index (CPI)
- Payment schedule will be adjusted accordingly based on selected optional features

# **Interest Free Payment Schedule**

2, 3, or 4-year interest-free payment plan available upon request





# **Services Agreement**

This agreement ("AGREEMENT") is entered between Omak Washington ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

- 1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice
- **2. Compensation**. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- **3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- **4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- **5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- **6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- **7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- **8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- **9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information





relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

- (b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.
- 10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.
- 11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.
- **12. Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Washington without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:			
Municipal Code Corporation			
Ву:	Brian Gilder		
Title:	President, Website Division		
Accepte	ed by:		
Ву:			
Title:			
Date:			

# **MEMORANDUM**

To:

Cindy Gagné, Mayor

From:

**Todd McDaniel** 

**City Administrator** 

Date:

March 18, 2019

Subject:

Ordinance No 1875 - Amend OMC - Library Board Meeting times

The Attached Ordinance 1875, <u>An Ordinance Amending Section 2.24.035 of the Omak Municipal Code, Library Board Meeting Times</u>, is forwarded for your consideration.

City Code recognizes the Library Board meeting on the second Monday of each month at 9:30 am. The Board has found it more convenient to meet in the afternoon.

This Ordinance changes the meeting time to 1:30 pm on the same designated day.

We are requesting approval of this Ordinance.

March 11th, 2019

To: Todd McDaniel Mayor Cindy Gange Connie Thomas

From: Omak Library Board

# **Special Request:**

The Omak Library Board would like to hereby officially request a change of time for their regular monthly meetings from 9:30 am, as stated in the Omak Code, to 1:30 pm.

The meetings would continue to be on the same day of the month, which is the second Monday of each month, except if the Monday falls on a holiday; in which case the meeting would be held on the next day, Tuesday.

The meetings will continue to be held in the Pioneer Room of the Library, except for a special occasion. In that case, proper notification will be made to the public.

Sincerely, Omak Library Board Members

> Lonaine Derig Betsy Rainsferd Cynthia Jolleyson Jusan Padak

**Signatures** 

8 2 C/1

Ordinance 1875 March 18, 2019 Page 1 of 2

# ORDINANCE NO. 1875

# AN ORDINANCE AMENDING SECTION 2.24.035 OF THE OMAK MUNICIPAL CODE LIBRARY BOARD MEETING TIMES

WHEREAS, The Library Board plays an essential role in providing public library services to the City of Omak; and

WHEREAS, the Library Board has identified a more convenient time to meet.

THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO ORDAIN as follows:

**Section 1.** Section 2.24.035 of the Omak Municipal Code which reads as follows:

### 2.24.035 Meetings

Regular Meetings of the Library Board of the City of Omak shall be held on the second Monday of each month at the hour of nine-thirty a.m. in the Omak City Library, Okanogan, Washington.

# Is hereby amended to read as follows:

#### 2.24.035 Meetings

Regular Meetings of the Library Board of the City of Omak shall be held on the second Monday of each month at the hour of **one-thirty p.m**. in the Omak City Library, Okanogan, Washington

**Section 2.** This ordinance shall become effective after its passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

PASSED BY THE CITY COUNCIL this	s day of	, 2019.
	APPROVED:	
	Cindy Gagné, Mayor	

Ordinance 1875 March 18, 2019 Page **2** of **2** 

ATTEST:	
Connie Thomas, City Clerk	
APPROVED AS TO FORM:	
Michael D. Howe, City Attorney	
Filed with City Clerk:	
	, 2019, the City Council of the City of Omak
Dated thisday of	, 2019.
Connie Thomas, City Clerk	