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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**March 4, 2019 – 7:00 PM**

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 **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 February 19, 2019
2. Approval of Claims and Payroll

**F. NEW BUSINESS:**

1. Presentation – WSDOT – US 97 Omak Area Transportation Study
2. Res. 18-2019 – Approve Settlement Agreement – Jonathan Right of Way 
3. Res. 24-2019 – Approve Agreement with Northwest Vital Records-Storage Services 
4. Res. 25-2019 – Accepting the Contract for Runway Narrowing as Complete 
5. Res. 26-2019 – MOU with Wenatchee Valley College 
6. Res. 27-2019 – G&O Amendment – Waste Load Assessment 

**OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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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 [clerk@omakcity.com](mailto:clerk@omakcity.com) in order to be provided assistance.

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## MEMORANDUM

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To: Omak City Council

From: Jenn Saugen, PE  
Christina Wollman, AICP

Date: March 4, 2019

RE: US 97 Omak Area Transportation Study

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### INTRODUCTION

The Washington State Department of Transportation (WSDOT) commissioned this transportation planning study and feasibility analysis to identify improvements along the United States Route (US) 97 corridor near Omak, Washington. The study will identify strategies to improve traffic safety and operations within the study corridor and recommend preferred alternatives within a final report. The study area focuses on US 97 from the 12 Tribes Casino entrance to Sand Flat Road, including the following intersections:

- US 97 and Sandflat Road
- US 97 and Shumway Road
- US 97 and Engh Road
- State Route (SR) 215 (Riverside Road) and Quince Street
- US 97 and Dayton Street
- US 97 and 12 Tribes Casino entrance

Non-motorized study areas are focused in the vicinity of SR 155 and the elementary school, and the corridor between the Rodeo Grounds and the 12 Tribes Casino. The study intersections and non-motorized focus areas are illustrated in Figure 1.

The planning study began in December 2018 and will be completed by the end of June 2019. Public outreach is scheduled for April, with additional stakeholder and public review opportunities in June.

### PROJECT OBJECTIVES

The project is a planning-level study, consistent with WSDOT Practical Solutions and Integrated Scoping guidance. The project has four objectives:

- Reach consensus on the most pressing transportation needs in the project area;
- Identify the most cost-effective projects or other actions to address those needs;
- Prioritize a multi-year investment plan that can be readily implemented as funding becomes available; and,
- Realize strong community buy-in.

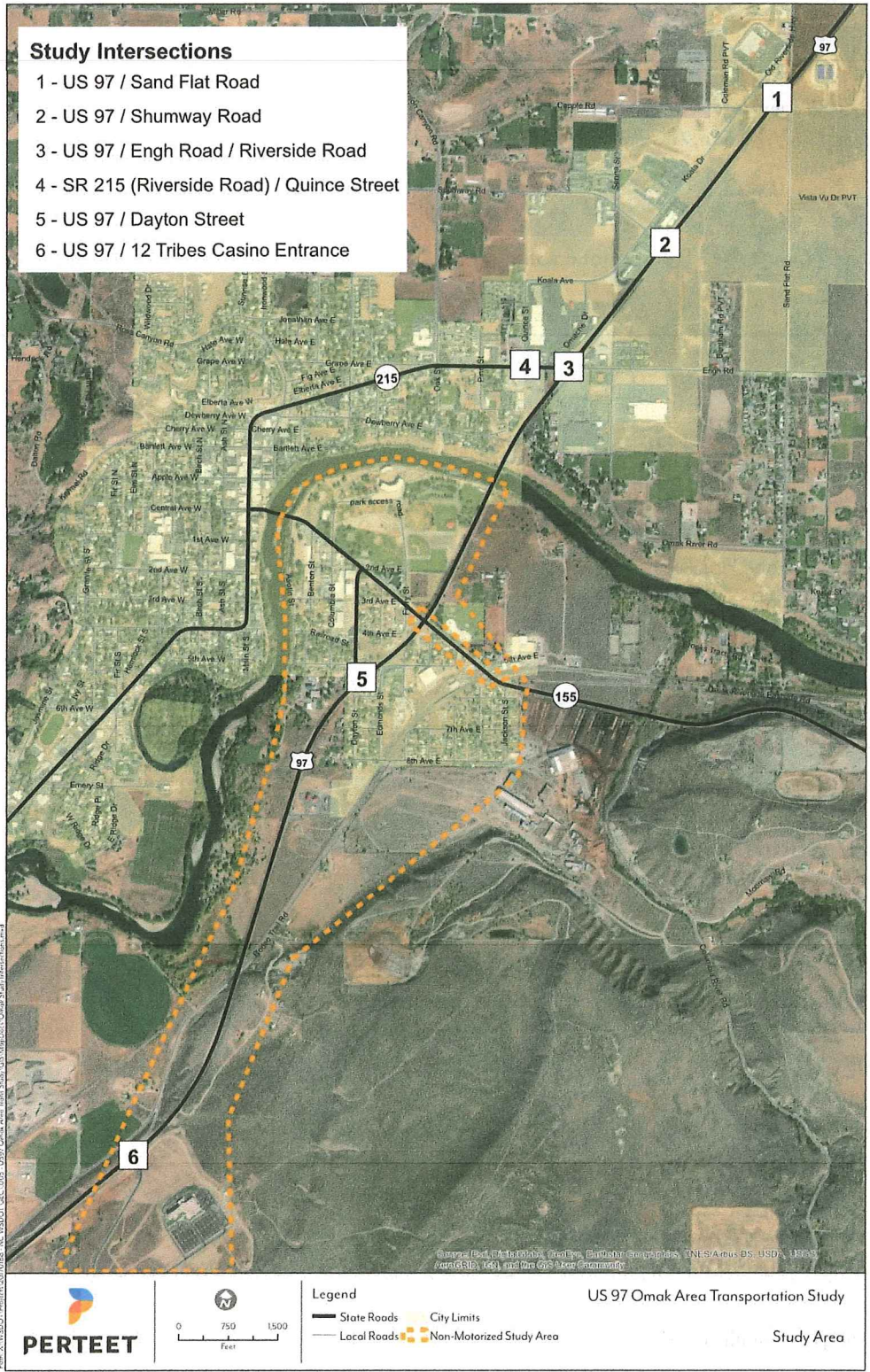


Figure 1. Study Area and Study Intersections.

## MEMORANDUM

### PROJECT PARTICIPANTS

Stakeholders representing many of Omak’s community service groups and transportation interests actively participate in the project. A list of organizations participating as stakeholders is shown in Table 1. A stakeholder kickoff meeting was held on January 24, 2019. During this meeting, the consultant team explained the project scope, summarized the information that had been collected, and shared the results of the current conditions traffic models. Stakeholders also participated in a round robin session as an opportunity to give input regarding observations, concerns, and opportunities in the study area; stakeholder feedback is reflected in the needs summary shown in Table 2. After the meeting, stakeholders participated in an optional field trip to all of the study locations as an opportunity to provide more specific information to the consultant team.

Stakeholders participated in a Practical Solutions workshop on March 4, 2019 to finalize major needs, review preliminary strategies, and identify options for further analysis. Workshop highlights will be summarized during the City Council presentation.

Table 1. Stakeholder member organizations.

Organizations	
City of Omak	Tollefson Construction
Okanogan County Public Works	TranGO
Omak School District	The Economic Alliance
Omak School Board	Omak Chamber of Commerce
The Confederated Tribes of the Colville Reservation	Okanogan Farm Bureau

### PUBLIC ENGAGEMENT

The public will be engaged through a public open house to be held at City Hall on April 25, 2019. During the open house, the project team will share corridor strategies in order to gather the public’s input on the preferred alternatives. The same information will be presented through an online open house, which will provide opportunity for the public to participate at their convenience. The online open house will be active for two months. All public outreach materials will be prepared in English and Spanish.

### PROJECT SUMMARY

The project commenced with the collection of existing data, including growth rates, planned projects, as-built intersection plans, collision data, Level of Service standards, and existing traffic data within the study area. Turning movement counts were collected at the study intersections in order to develop current condition models for each of the study intersections. The current conditions model provides a snapshot of how an intersection is operating during the morning and evening rush hours and provides a baseline measurement to which future conditions can be compared.

The project team has recently developed future conditions models for years 2025 and 2040. The future conditions models were combined with stakeholder input, field observations, and the current conditions model results to identify the needs at each study locations. The needs and contributing factors for each study location are summarized in Table 2.

**MEMORANDUM**

In the coming weeks, the project team will refine and analyze options for each study location to share with the public and stakeholders through the online and public open house. The input received will be used to help determine the recommended strategy for each intersection, non-motorized focus area, and the entire corridor. Preliminary findings and recommendations will be shared with the stakeholders, public, and council at the beginning of June 2019. The corridor report will be completed by the end of June 2019.

**NEEDS SUMMARY**

The following needs and contributing factors have been identified by the consultant team and stakeholders through discussion, observation, and data analysis.

**Table 2. Needs Summary.**

Study Area	Needs, Contributing Factors, and Considerations
1 – US 97 and Sand Flat Road	<ul style="list-style-type: none"> <li>● The intersection may experience modest congestion in 2040 during the morning and evening commutes.</li> <li>● Future intersection traffic volumes will be heavily influenced by timing and amount of nearby growth:               <ul style="list-style-type: none"> <li>○ The school district property east of the intersection.</li> <li>○ Commercial developments west of US 97</li> <li>○ Residential development east of US 97</li> </ul> </li> </ul>
2- US 97 and Shumway Road	<ul style="list-style-type: none"> <li>● The intersection will remain generally uncongested in 2040 during the morning and evening commutes.</li> <li>● Future intersection traffic volumes will be heavily influenced by timing and amount of nearby growth:               <ul style="list-style-type: none"> <li>○ Commercial development west of US 97</li> <li>○ Residential development east of US 97</li> </ul> </li> </ul>
3 – US 97 and Engh Road	<ul style="list-style-type: none"> <li>● The City received grant funding to construct an additional westbound lane on Engh Road that will continue through the intersection to Omache Drive.</li> <li>● The level of congestion at the intersection is influenced by adjacent roads and driveways.</li> <li>● Most vehicle trips to the retail center east of US 97 must use this intersection.</li> <li>● Stakeholders identified the lunch hour as the most congested time at this intersection.</li> <li>● High pedestrian use at this intersection.</li> <li>● Future traffic volumes will be heavily influenced by timing and amount of commercial and residential development to the northeast of the intersection.</li> </ul>
4 – SR 215 (Riverside Road) and Quince Street	<ul style="list-style-type: none"> <li>● By 2040, vehicles on Quince Street may experience modest congestion.</li> <li>● No sidewalks from Quince Street to Omache Drive.</li> <li>● Making a left turn onto Riverside Road is difficult due to the prevalence of driveways and traffic.</li> </ul>

## MEMORANDUM

Study Area	Needs, Contributing Factors, and Considerations
5 - US 97 and Dayton Street	<ul style="list-style-type: none"><li>• The intersection will remain generally uncongested in 2040.</li><li>• Pedestrian crossing to a non-motorized trail to the elementary school.</li><li>• High pedestrian use in this vicinity to destinations including the community center, school, and Tribal Trails.</li><li>• No sidewalks from Dayton Street to Omak Avenue.</li><li>• Three crashes involving pedestrians or bicyclists have occurred near this intersection within the past five years.</li></ul>
6 – US 97 and 12 Tribes Casino Entrance	<ul style="list-style-type: none"><li>• In 2040, the intersection will remain generally uncongested.</li><li>• Future growth near the casino and along Rodeo Trail Road may increase use of the intersection.</li><li>• Pedestrians cross US 97 in this area.</li></ul>
Non-Motorized Travel and Facilities	<ul style="list-style-type: none"><li>• Very few pedestrian facilities exist along US 97 within the study corridor, even though there is frequent pedestrian use.</li><li>• The only option for pedestrians crossing the river is to walk across the US 97 or SR 155 bridges. Both bridges are narrow and neither has good pedestrian facilities. A pedestrian bridge is planned for construction alongside SR 155 through the Connecting Washington program.</li><li>• Pedestrians frequently travel along US 97 between the rodeo grounds and the 12 Tribes Casino. They must use the road shoulder as there is not a pathway.</li><li>• High pedestrian usage at the Engh Road intersection is reported, especially after busses bring farm workers for shopping trips. These shoppers traverse by foot between the Omache Drive and Engh Road retail centers.</li><li>• Stakeholders are concerned about the school crossing facilities at the elementary school. Concerns included visibility, no sidewalk on the opposite side of the street, and no control over the flashing lights.</li></ul>

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: February 4, 2019

Subject: **Resolution No. 18-2019** Jonathan ROW Agreement

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The attached Resolution: **18-2019- A Resolution of the City Council of the City of Omak Washington Approving a Settlement Agreement to Resolve Right of Way Issues**, is forwarded for your consideration.

This agreement resolves the issues of the encroachments along the Jonathan ROW. Specifically, along the Mangat Properties trailer park.

The Housing Authority provided preliminary survey in 2018 for a proposed housing development to the north of the Managat Properties. At this time 9 housing units and their supporting infrastructure were found to be encroaching on the dedicate ROW.

Our planning documents indicate the need for a 60' ROW between Quince (Omache Mall) and Oak Street (North Elementary.) Rather than displacing the existing residence with an order to vacate ROW, Alternate remedies were pursued.

This agreement perfects this section of the 60' Jonathan ROW. In this agreement the City is agreeing to vacate the existing 30' ROW in exchange for an adjacent 60' ROW to be dedicated by the Housing Authority, during the Annexation process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 18-2019**

**A RESOLUTION OF THE CITY COUNCIL OF OMAK, WASHINGTON, APPROVING A SETTLEMENT AGREEMENT TO RESOLVE RIGHT OF WAY ISSUES**

**WHEREAS**, substantial encroachment was discovered on the Jonathan Avenue right of way along parcel number 3426250113; and

**WHEREAS**, enforcement to clear encroachments would negatively impact existing housing inventory. Alternate remedies were considered; and

**WHEREAS**, the Housing Authority of Okanogan, Shackette Credit Shelter Trust, Mangat Properties 1 LLC, and the City of Omak have negotiated an agreement that nullifies the need to clear the encroachment; and

**WHEREAS**, this agreement is consistent with the Greater Omak Area Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Settlement Agreement to Resolve Right of Way Issues, between the City of Omak and Housing Authority of Okanogan and Shackette Credit Shelter Trust, and Mangat Properties 1 LLC, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# EXHIBIT A

## SETTLEMENT AGREEMENT TO RESOLVE RIGHT OF WAY ISSUES

Comes now the City of Omak, a municipal corporation of the State of Washington; Housing Authority Okanogan, a municipal corporation of the State of Washington; Mangat Properties 1, LLC, a Washington limited liability company; and Shackette Credit Shelter Trust, for purposes of resolving right of way issues, as set forth herein.

### WITNESSETH:

**Whereas**, Shackette Credit Shelter Trust owns property shown in Exhibit A and referred to as Okanogan County Parcel No. 8851700020, legally described as Lot 2, Mountain View Mobile Home Park Short Plat Second Addition, Okanogan County, State of Washington; and

**Whereas**, Housing Authority Okanogan owns property shown in Exhibit A and referred to as Okanogan County Parcel No. 8851700010, legally described as: Lot 1, Mountain View Mobile Home Park Short Plat Second Addition, Okanogan County, State of Washington; and

**Whereas**, Mangat Properties 1, LLC, owns property shown in Exhibit A and referred to as Okanogan County Parcel No. 3426250113, legally described as: North half Southwest quarter Southwest quarter Northwest quarter, Township 34, Range 26 E.W.M., less roadway, all in Okanogan County, State of Washington; and

**Whereas**, the City of Omak has a dedicated 30-foot right of way lying between the above described properties owned by Housing Authority Okanogan and Mangat Properties 1, LLC, as shown in Exhibit A; and

**Whereas**, the mobile home tenants on the above properties owned by Mangat Properties 1, LLC, have encroached on the above said 30-foot right of way (i.e., shown on attached Exhibit A as "30' RW TO BE VACATED"); and

**Whereas**, Housing Authority Okanogan has plans and funding to immediately commence development of its above described real property and as a condition thereof the City of Omak is requiring a full 60-foot right of way as shown on attached Exhibit A; and

**Whereas**, all parties were reluctant to order vacation of encroachments on the existing right of way and pursued alternative remedies;

**Now, therefore, to remedy the situation and provide the necessary right of way, all parties have decided and agreed that:**

(1) Housing Authority Okanogan will grant to the City of Omak by Right of Way Deed the southerly 60 feet of its above described property as and for the needed right of way;

(2) Housing Authority Okanogan will acquire, by an amendment to Short Plat 93-08 (the "Short Plat Amendment"), the southerly 30 feet of the above described property owned by Shackette Credit Shelter Trust. Shackette Credit Shelter Trust shall be paid the sum of \$24,500.00, which funds shall be provided by Mangat Properties 1, LLC, and, further, Mangat Properties 1, LLC shall bear all of the costs associated with the Short Plat Amendment, including but not limited to, title, survey, application and legal costs. The Short Plat Amendment shall (1) move the Lot 1 and Lot 2 boundary by 30 feet as described above; (2) limit the irrigation line maintenance easement to Lot 2 (as amended); (3) limit the note regarding potable water to Lot 2 (as amended).

(3) as a final step, the City of Omak agrees to commence a vacation of the existing 30-foot right of way shown on Exhibit A attached, the consideration for which will be the trade of the additional 30-foot dedication of right of way from Housing Authority Okanogan.

It is further agreed by all parties that all of the above actions shall occur without delay and shall be expedited so as to allow Housing Authority Okanogan to move forward with its housing development project without delay.

**City of Omak, a municipal corporation:**

By: \_\_\_\_\_  
Cindy Gagne, Mayor

**Shackette Credit Shelter Trust:**

By \_\_\_\_\_  
Barbara Shackette

**Housing Authority Okanogan, a municipal corporation:**

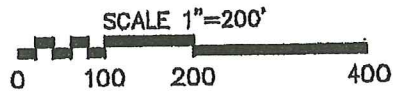
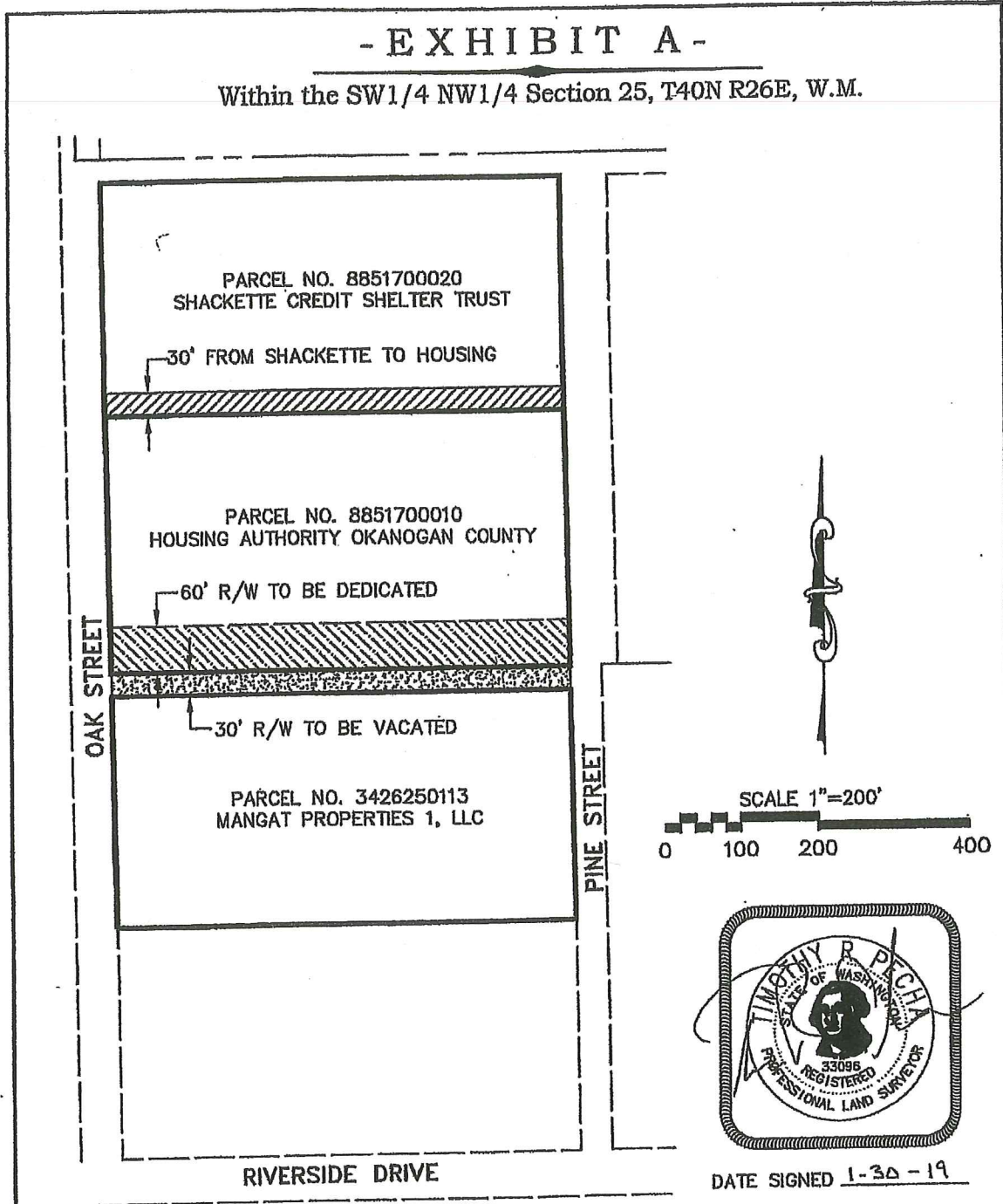
By \_\_\_\_\_  
Nancy Nash Mendez, Executive Director

**Mangat Properties 1, LLC, a Washington limited liability company:**

By \_\_\_\_\_

**- EXHIBIT A -**

Within the SW1/4 NW1/4 Section 25, T40N R26E, W.M.



DATE SIGNED 1-30-19

DATE: 01-30-2019	DWG NAME: AGREEMENT EXHIBIT A
DRAWN BY: TRP	JOB NO.: 18052
SCALE: 1" = 200'	SHEET 1 OF 1



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






**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK   
**SUBJECT:** RESOLUTION 24-2019-NORTHWEST VITAL RECORDS  
AGREEMENT

**DATE:** MARCH 4, 2019

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The attached **Resolution 24-2019-A Resolution Approving Storage and Service with Northwest Vital Records, Inc.**, is presented to you for your review and consideration.

Prior to 2011, the City of Omak uses Northwest Vital Records for our recycling and shredding services. This company has reached out to us on several occasions proposing offsite storage solutions for files. Because our onsite storage room is reaching capacity, staff discuss offsite storage. We have determined the bulk of our storage contains permanent payroll records, Annual Reports and building records. The Annual Reports date back to the 30's and payroll records date back to the 50's. Because these two records are accessed so rarely, it would be ideal to have these offsite and free space in our storage room. Northwest Vital Records has offered an incentive through April 1, 2019. They will pick up all our records and securely transport them to their facility in Spokane and electronically index them at no cost. The cost to store a standard box is .30¢ a month. I estimate we will transport and store about 20-30 boxes at this time for a maximum monthly charge of \$9.00. Please be aware that future file transports will cost the City. I have attached their process and charge list for you to review.

I approve this Resolution and respectfully request your adoption.

**RESOLUTION NO. 24-2019**

**A RESOLUTION FOR STORAGE AND SERVICE  
WITH NORTHWEST VITAL RECORDS CENTER, INC.**

**WHEREAS**, the City of Omak desires to enter into an agreement with Northwest Vital Records Center, Inc. for storage and service; and

**WHEREAS**, currently the City of Omak has an agreement with Northwest Vital Records, Inc for destruction and recycling of paper, Resolution 33-2015; and

**WHEREAS**, the City is required to maintain records in accordance with the Office of the Secretary of State, Washington State Archives, Local Government Records Retention Schedule; and

**WHEREAS**, the City of Omak retains records onsite in a limited storage space some records are permanent and date back to the 1930's; and

**WHEREAS**, City Staff desires to contract with Northwest Vital Records Center, Inc. to store offsite, our least accessed permanent records to free up storage space; and

**WHEREAS**, Northwest Vital Records Center, Inc. will transport select files from Omak City Hall to their secure storage facility located in Spokane, Washington and expedite record retrieval at our request; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON** does hereby approve a **Storage and Service Agreement** with Northwest Vital Records Center, Incorporated, a copy of which is attached as "Exhibit A", to provide offsite storage services. The Mayor is hereby authorized to execute the contract and the City Clerk is directed to attest her signature.

**INTRODUCED AND PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

---

Michael D. Howe, City Attorney

# Northwest Vital Records Center, Inc.

## EXHIBIT A

# “Information Management Specialists”



PO Box 2199  
Spokane WA  
99210

(509)326-9128  
(800)441-6963  
Fax (509)744-3832

www.nwvrc.com

### STORAGE AND SERVICE AGREEMENT

Northwest Vital Records Center, Inc.(Company) hereby agrees to accept for storage, property from:

(client)

and provides services under its management, subject to all the terms and conditions, including those on the reverse side. Client agrees to pay Company for storage and services according to Company’s current rate schedule or any revisions agreed to by both parties. The attached schedule of rates is incorporated in and made part of this agreement.

Additional Attachments:	

Client \_\_\_\_\_

Billing \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

FAX \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NORTHWEST VITAL RECORDS CENTER, INC.

Authorized Signature

Date

Service Start Date



# Northwest Vital Records Center, Inc.

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99210

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## "Information Management Specialists"



### TERMS AND CONDITIONS

Unless modified by specific provisions set forth in the Original Signed Agreement, the following terms and conditions shall apply to this Agreement:

1. Access to deposited Material
  - a) Deposited material and information contained in said material shall be delivered only to Client's agent(s) identified in the Company's standard authorization forms. Authority granted to any person on the Company's standard authorization forms shall constitute the Client's representation that the identified persons have full authority to order any service for removal of the client's material, and to deliver and receive such material. Such order may be given in person, by telephone, by fax, by e-mail, or in writing.
  - b) When stored materials are ordered out, a reasonable time shall be given to the Company to carry out said instructions, and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotion, or other reasons beyond the Company's control or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
2. Liability & Limitations of damages
  - a) The company shall not be liable for any loss of or damage to stored material, however caused, unless such loss and damage results from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances: The Company is not liable for loss or damage which could not have been avoided by the exercise of such care. The Company shall be liable only for the property damage due solely to the Company's negligence, and the liability for the Company for said damages shall be limited to \$ .50 per unit of stored materials.
  - b) In no event shall the Company be liable for any consequential or incidental damages.
  - c) The Client understands and acknowledges that normal deterioration and aging of all media occurs with time.
3. Lien  
The company shall have a lien on all stored material for the charges and/or any advances made under this agreement. All expenses incurred in the collecting of charges and advances, including reasonable attorney fees, shall be added.
4. Non-Payment  
If the client fails to pay the charges of the Company for a period of thirty days, the Company may, after giving notice, at its option, refuse access to stored materials, until arrears have been paid and at its option request a deposit against charges and advances. In the event the Company takes action pursuant to this section it shall have no liability to the Client or anyone claiming by or through the client. Nothing herein shall preclude the Company from pursuing other remedies by statute or otherwise.
5. Storage and Services  
All charges for storage and service under this agreement shall be specified in this agreement or its attachments if any. Initial rate charged for storage and services will be valid for time specified. Any and all changes in rates for storage and services must be agreed to by both parties in writing.
6. Renewal/Cancellation  
This Agreement shall automatically be renewed for successive terms of (1) one year until either party shall cancel it by giving the other written notice of its election to cancel, at least (90) days prior to the expiration of the then existing term of (1) one year. Upon renewal The Agreement is bound by the then current terms and conditions of the company. Upon receipt of notice of cancellation received by the Company, the Company will levy a charge of the standard rate for the retrieval of such materials and assess a charge for the permanent removal of said materials based on then current charge set by the Company. In the event that additional services were provided by the Company without compensation and termination occurs within the first three years of this agreement, those services would be reimbursed to the company at the then going rate for said services.
7. Destruction of Useless Records  
Upon written instructions from the Client, the Company may destroy stored material. The Client releases the Company from all liability by reason of the destruction of such stored materials pursuant to such authority.
8. Title Warranty  
The Client agrees that it is the owner or legal custodian of the stored materials and has full authority to store said materials in accordance with the terms of this Agreement. In the event the Company should be made a party in any litigation by reason of having possession of the material, the Client agrees to indemnify and hold the Company harmless from any and all liability which may result from said possession and to pay all costs and attorney's fees incurred in connection therewith.
9. Indemnification  
The Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees that the Company may suffer or incur as a result of claims, demands, cost or judgements against it arising out of its relations with the Client or third parties pursuant to this Agreement, unless caused by negligence of the Company.
10. Restricted items  
The Client shall not, at any time, store with the Company any narcotics or materials considered to be highly flammable, explosive, toxic, radio-active, organic material which may attract vermin or insects or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in a closed area. The Company reserves the right to refuse acceptance of any material for reason of Clients failure to comply with the Company's operating procedures.
11. Modification; Assignment  
This agreement binds the heirs, executors, administrators, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate) without written consent of both parties, which shall not be unreasonably withheld or delayed.

# Northwest Vital Records Center, Inc.

124 S Wall St.  
Spokane WA 99201

(509)326-9128  
(800)441-6963  
FAX 325-7234  
www.nwvrc.com

## "Your Records Management Specialist"



## HOW DOES IT WORK?

There are no charges for "setting up" the account or the initial pick-up and transport of documents. Nor is there ever a charge to add or return boxes to storage.

All stored boxes are bar coded and their locations are logged into the NWVRC computerized records tracking system. The inventory sheets are completed by the customer (with NWVRC assistance if required) and a copy is held by both parties. NWVRC maintains computerized inventory control on all boxes and/or files accessed, in transit, returned, and remaining in storage.

We guarantee the confidentiality of all records placed in storage at the NWVRC. Locks and alarms protect the facilities. Access to the material stored in the vaults is allowed only to individuals on a signature authorization list, and is strictly enforced. It is the customer's responsibility to keep the list current, adding or deleting names as required. With advance approval, authorized individuals can come to NWVRC and personally view or retrieve a file or box. They will be escorted at all times by an NWVRC employee to ensure that no other customer's records are compromised.

NWVRC couriers are on duty 24 hours a day so the records are available at all times. Customers are provided contact information to request a box or a file. Routine, non-urgent requests are delivered on our company courier's daily run. If required, a special "rush" delivery can be made during normal working hours. For an "emergency" delivery (after normal working hours, or on weekends or holidays) customers can call a phone number that is monitored after-hours by our NWVRC personnel. Web access is available to retrieve your documents electronically.

# Northwest Vital Records Center, Inc.

124 S Wall St.  
Spokane WA 99201

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FAX 325-7234  
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## "Your Records Management Specialist"



### Authorization for Access

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Company Officer: \_\_\_\_\_

Name & Title: \_\_\_\_\_

The following individuals shall be considered having authority to order any and all disposition of the contents of this account by personal access, telephone, e-mail, fax or web access until further notice:

Authorized Persons Name (Print or Type)	Signature
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Addition to previous Authorization

VOIDS all previous authorizations

# Northwest Vital Records Center, Inc.

124 S Wall St.  
Spokane WA 99201

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## "Your Records Management Specialist"



### PROCEDURES FOR RECORDS RETRIEVAL

Northwest Vital Records Center courier service is available 24 hours a day, every day of the year, so your records and media are always accessible. Please use the following information to arrange for a delivery:

#### **Regular Scheduled (or Rush) during business hours:**

For access to your records during our normal business hours (8AM to 5PM) Monday through Friday, you may call (509) 326-9128 or (800) 441-6963, e-mail us at [vitalrecords@nwvrc.com](mailto:vitalrecords@nwvrc.com) or request via our Web Access program. (sign-up required for Web Access)

#### **Emergency / After-hours:**

For Emergency / After-hours access please call our on-duty courier at (509) 879-0275. If you need to fax information, first contact the on-duty courier and then fax to (509) 344-5008. The on-duty courier will be able to retrieve and deliver your records to you.

Remember, the records or media can only be released to those whose names appear on the current Authorization for Access list. So please advise all key people of these procedures.

# Northwest Vital Records Center, Inc.

PO Box 2199  
Spokane WA  
99210

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(800)441-6963  
Fax (509)744-3832

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### RECORDS STORAGE AND SERVICES

#### RECORDS STORAGE

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#### SERVICES

File Retrieval	\$ 1.00 per file/box
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# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
Administrator

Date: March 4, 2019

Subject: Resolution No. 25-2019 Accepting the Contract for runway Narrowing  
as Complete

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The attached Resolution: **25-2019, A RESOLUTION OF THE CITY COUNCIL OF OMAK, ACCEPTING THE CONTRACT FOR REHABILITATE RUNWAY AND RUNWAY LIGHTING PROJECT AT THE OMAK MUNICIPAL AIRPORT AS COMPLETE,** is forwarded for your consideration.

The Runway Narrowing project with Scarsella Brothers, Inc. was considered physically complete on September 23, 2018. At this time the Airport was reopened for the benefit of the public.

Along with our Airport consultants, we have now determined that the project has been completed in accordance with the plans and specifications. This Resolution will enable the mayor to sign all necessary documents for the close out of the construction phase of this project with Scarsella Brothers, Inc.

The overall project includes work related to the Airports Geographical Information System. J-U-B is tasked with completing the remaining portion of this project.

I support this Resolution and recommend its approval

**RESOLUTION NO. 25-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK ACCEPTING THE CONTRACT FOR REHABILITATE RUNWAY AND RUNWAY LIGHTING PROJECT AT THE OMAK MUNICIPAL AIRPORT AS COMPLETE**

**WHEREAS**, the City of Omak awarded a contract for construction of the Rehabilitate Runway and Runway Lighting project at the Omak Municipal Airport to Scarsella Brothers, Inc. by passage of Resolution No. 50-2017 on August 7, 2017; and

**WHEREAS**, this project was determined to be physically complete after the September 23, 2018 inspection by the Federal Aviation Administration; and

**WHEREAS**, this project has been completed satisfactorily in accordance with the contract, plans, specifications and Change Order No. 1-3; and

**WHEREAS**, the City's consultant and Public Works have reviewed all work, and all required tests and certifications and recommend that the City accept the project as complete; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Construction Contract with Scarsella Brothers, Inc. for the Rehabilitate Runway and Runway lighting project is hereby accepted as complete and the Mayor is authorized and directed to take all necessary actions to close out the project.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**J-U-B ENGINEERS, INC.**

J-U-B COMPANIES



**THE  
LANGDON  
GROUP**



**GATEWAY  
MAPPING  
INC.**

February 28, 2019

Ms. Cindy Gagné  
Omak Mayor  
2 N. Ash St.  
Omak, WA 98841

**RE: OMAK MUNICIPAL AIRPORT – REHABILITATE RUNWAY AND RUNWAY LIGHTING PROJECT**

Dear Ms. Gagné:

A review of the above referenced project with the original plans and specifications has been completed under our supervision. The work accomplished under contract between the City of Omak and Scarsella Brothers, Inc. is determined to be complete. Therefore, we recommend that the City accept the Project.

This acceptance does not relieve this contractor of any responsibilities or guarantees stated within the original contract. Following acceptance of the project by the City and receipt of affidavits from the contractor and subcontractors, the Notice of Completion of Public Works Contract will be sent to the Department of Revenue, the Department of Labor and Industries, and the Department of Employment Security.

We have also enclosed a Notice of Acceptance for publication. Please insert the date of acceptance and make arrangements for publication in compliance with RCW 39.08.030.

Should there be any questions, please don't hesitate to call me.

Sincerely,

**J-U-B ENGINEERS, Inc.**

  
Lewis J. Lott  
Project Manager

Enc: Notice of Completion of Public Works Project



**CITY OF OMAK  
NOTICE OF ACCEPTANCE OF WORK**

**REHABILITATE RUNWAY AND RUNWAY LIGHTING PROJECT**

At a regular meeting held on \_\_\_\_\_, the City of Omak accepted the work completed on the **Rehabilitate Runway and Runway Lighting Project** under contract with **Scarsella Brothers, Inc.**

Pursuant to RCW 39.08.030, the statutory period for filing of all liens and claims against the Contractor's Payment Bond becomes effective on the above date.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
Administrator

Date: March 4, 2019

Subject: **Resolution No. 26-2019** MOU with Wenatchee Valley College

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The attached Resolution: **26-2019, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING A MEMORANDUM OF AGREEMENT WITH WENATCHEE VALLEY COLLEGE,** is forwarded for your consideration.

Title IX of the United States Education Amendments of 1972, specifically SSB 5518, requires the College to enter into cooperative agreements with local law enforcement to resolve sexual assault complaints.

This agreement formally recognizes the cooperation between the Omak PD and the Wenatchee Valley College. This agreement has been satisfactorily reviewed by the Police Chief.

I support this Resolution and recommend its approval

**RESOLUTION NO. 26-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT WITH WENATCHEE VALLEY COLLEGE**

**WHEREAS**, Wenatchee Valley College provides higher educational opportunities from their Campus located in the City of Omak; and

**WHEREAS**, Title IX of the United States Education Amendments recognizes the need for the cooperation between education campus administrations and local law enforcement agencies; and

**WHEREAS**, this agreement formally recognizes the commitment of the City of Omak and the Wenatchee Valley college to cooperatively respond and resolve sexual assault complaints.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Omak hereby approves the Memorandum of Agreement between the City of Omak and Wenatchee Valley College as shown on Exhibit "A", attached hereto.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Memorandum of Understanding  
Between the Wenatchee Valley College and the City of Omak Police Department**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Wenatchee Valley College ("WVC"), and the City of Omak Police Department ("OPD"). This MOU is meant as a guide to help formalize the commitment of the parties to work together to provide the effort and support required to aid the overall response to sexual assault at the Omak WVC Campus. The parties share the goal of preventing sexual assault at WVC and the broader community, and responding appropriately to victims of sexual assault. This MOU is intended to allow WVC to meet its obligations to resolve sexual assault complaints promptly and equitably under Title IX of the United States Education Amendments of 1972 and requirements of SSB 5518, §5.

**I. Description of the Parties**

- a. Wenatchee Valley College Omak Campus is located in downtown Omak and is operated by the Wenatchee Valley College District # 15.
- b. The City of Omak a Municipal Corporation.

**II. History of Collaborative efforts**

The parties have historically collaborated on sexual violence prevention at WVC. This MOU builds on the previous efforts to provide the best available services to victims and training relevant personnel.

**III. The Role of WVC**

WVC agrees to:

- a. Identify a central point of contact with respect to this MOU. The WVC point of contact shall be the Title IX Administrator;
- b. Provide training to its employees about: the federal and state requirements for WVC in responding to sexual assault; WVC's Code of Conduct, policies and procedures in responding to sexual assault and the educational and other accommodations that can be provided to victims of sexual assault. Additionally, WVC will take care to train its employees in the differing status of offenses (e.g. sexual misconduct and assault) as defined and investigated by WVC as compared to similar criminal (or non-criminal) offenses;
- c. Provide to its employees and students printed and online materials about reporting options, including information about how to file a complaint with WVC and how to report a crime to campus Security or Omak Police Department(OPD);

- d. Collaborate and coordinate with OPD with respect to investigations, so as to allow the OPD to promptly and efficiently investigate and / or seek prosecution of all matters reported to them and allow WVC to promptly and equitably investigate all matters reported to it;
- e. Inform the OPD about the reporting obligations of WVC employees and identify those employees with whom students can speak confidentially;
- f. Inform the OPD about WVC investigations in matters where the claimant/victim is known or suspected to have made a criminal report (consistent with WVC's legal obligation to promptly investigate);
- g. Ensure the availability of its contacts (as provided for herein) and its Title IX Administrator to meet regularly with the OPD; and
- h. Collaborate with OPD on prevention approaches and activities.

IV. The Role of the City

The City agrees to:


- a. Identify a central point of contact for WVC and with respect to this MOU. Generally, the City's point of contact will be its appointed Police Chief;
- c. Collaborate with WVC on training and resources for sexual assault prevention as well as general prevention approaches and activities;
- d. Collaborate and coordinate with WVC with respect to investigations so as to allow the OPD to promptly and efficiently investigate and /or seek possible prosecution of matters reported to them and allows WVC to promptly and equitably investigate all matters reported to it;

VI. Miscellaneous

- a. Nothing herein shall be interpreted to limit or restrict each of the party's legal, jurisdictional or other obligations with respect to the subject matter of this MOU;
- b. The parties understand that each of them has or may have interim obligations with respect to interim or long term safety and security of their respective constituents. For example, despite an ongoing OPD investigation, WVC may be required to engage in interim actions or dismiss a student for safety / security concerns despite an ongoing OPD investigation. This MOU is intended, in part, to facilitate discussion in advance of and as part of such activities; and

- c. The parties agree to meet as necessary to discuss and effectuate any amendments necessary to this MOU.
- d. Parties may withdraw from this MOU without cause upon notifying the other party in writing 30-days prior to withdrawal.
- e. This MOU will automatically renew each year on the anniversary date that it was originally signed, unless a party has withdrawn their participation in the MOU.

Wenatchee Valley College

 2/25/19  
Dr. Jim Richardson, President                      Date

City Of Omak

\_\_\_\_\_  
Cindy Gagné, Mayor                                      Date

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
Administrator

Date: March 4, 2019

Subject: **Resolution No. 27-2019** G&O Amendment Waste Load Assessment

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The attached Resolution: **26-2019, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING AGREEMENT WITH GRAY & OSBORNE INC.** is forwarded for your consideration.

In compliance with our National Pollution Elimination System Permit (NPDES), the Wastewater Treatment Plant is required to submit a Waste Load Assessment report. Gray & Osborne has the expertise and credentials to assist the city in the completion of this report.

This report evaluates our current loading and discharges to ensure our facility can handle existing and future demands

I support this Resolution and recommend its approval

**RESOLUTION NO. 27-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 4  
TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY &  
OSBORNE, INC. FOR WASTELOAD ASSESSMENT**

**WHEREAS**, the City of Omak selected Gray & Osborne, Inc. to provide On-Call Engineering Services by approval of Resolution 24-2018; and

**WHEREAS**, it is necessary to secure professional engineer consulting services to assist in the additional work associated with City's need for a Waste Load Assessment for the sewer treatment plant; and

**WHEREAS**, the scope of work and engineering cost for providing these services is \$2,180 as shown on the attached Exhibit "B".

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, that **Amendment No. 4 to the Contract for Professional Engineering Services** between the City of Omak and Gray & Osborne, Inc. a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved, and the Mayor is authorized to execute this document on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# EXHIBIT A

**AMENDMENT NO. 4  
TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
G&O JOB NO. 20190.40**

THIS AMENDMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency), April 2, 2018 for additional services related to the Agency's On-Call Engineering Services.

City of Omak – Waste Load Assessment

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

**GRAY & OSBORNE, INC.**

**CITY OF OMAK**

By: Michael B. Johnson  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

Name: \_\_\_\_\_  
(Print)

Date: 2/22/19

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

"Equal Opportunity/Affirmative Action Employer"

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

**CITY OF OMAK  
2019 WASTELOAD ASSESSMENT**

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>
Project Management	2	2	
Data Analysis and Report	2	2	8
Hour Estimate:	4	4	8
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$113 to \$145
Estimated Fully Burdened Billing Rate:*	\$150	\$135	\$130
Fully Burdened Labor Cost:	\$600	\$540	\$1,040

Total Fully Burdened Labor Cost: \$ 2,180  
Direct Non-Salary Cost:  
Mileage & Expenses (Mileage @ current IRS rate) \$ -  
**TOTAL ESTIMATED COST: \$ 2,180**

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

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **CITY OF OMAK PROFESSIONAL ENGINEERING SERVICES**

This Scope of Work presents the professional engineering services requested by the City of Omak for completion of the City's Waste Load Assessment as required by Section S4.F of the City's NPDES Permit.

More specifically, the work will include:

#### **ENGINEERING SERVICES**

##### **Project Management**

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

##### **Data Analysis and Report**

- Data acquisition from the Ecology PARIS website.
- Entry of data into the required Ecology report Format.
- Submittal of the Report to the City. It is assumed that the City will submit the report to Ecology.

#### **SCHEDULE**

The services described herein will be completed within three weeks of the Notice to Proceed.

#### **BUDGET**

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