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

 **ORIGINAL**

A. CALL TO ORDER

B. FLAG SALUTE









C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from January 22, 2019
2. Approval of Claims and Payroll

F. NEW BUSINESS:

1. Res. 11-2019 – Increase Petty Cash for Omak Municipal Court 
2. Res. 12-2019 – Approve Intergovernmental Agr. with Okanogan County & Housing Authority 
3. Res. 13-2019 – Approve Purchase of Two Fleet Pickups through WA State Purchasing 
4. Res. 14-2019 – Approve Chg. Order No. 1 – WWTF HVAC Imprv. – Don Kruse Electric 
5. Res. 15-2019 – Approve Sole Source Purchase of Apple Street Storm Pump 
6. Res. 16-2019 – Approve Purchase of a Pick-Up Crane – Titan Truck Equipment Company 
7. Res. 17-2019 – Approve Purchase of Police Vehicle through WA State Purchasing Co-Op 
8. Res. 18-2019 – Approve Settlement Agreement – Jonathan Right of Way 

OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 Action by City Council

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 in order to be provided assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
Administrator

Date: February 4, 2019

Subject: Resolution 11-2019 Increasing Petty Cash

The attached Resolution No. 11-2019 Increasing the Petty Cash for the Omak Municipal Court and Repealing all Previous Resolutions pertaining to Petty Cash Amounts, is forwarded for your consideration.

This resolution identifies the actual petty cash amounts that each department will be responsible for. This resolution also provides for an additional \$500.00 that the Court will hold in its new checking account at Washington Mutual. By maintaining a minimum \$500.00 in this account the courts will enjoy no-fee banking.

The amount held in the Court bank account will be included in the city financials under an new Ending Fund Balance line of 001.508.80.00.20

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 11-2019

**A RESOLUTION INCREASING THE PETTY CASH FOR THE
OMAK MUNICIPAL COURT AND REPEALING ALL PREVIOUS
RESOLUTIONS PERTAINING TO PETTY CASH AMOUNTS**

WHEREAS, the City of Omak has a need for petty cash in City departments for making of change, payment of miscellaneous small expenses and maintaining checking account balance; and

WHEREAS, these amounts have been set by previous Council action, through Resolution 31-2009, and it is the desire to compile the authorized amounts in one resolution for easier access; and

WHEREAS, in 2016 all petty cash amounts, including \$2000.00 in the Travel Fund, were identified in the City's financial software; and

WHEREAS, an additional \$500.00 of petty cash is needed for deposit into the Court checking account to be eligible for the non-fee services through Washington Federal Bank.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: The petty cash amount for the City of Omak departments shall be as follows, recognizing \$2000.00 in Travel Fund and recognizing an additional \$500.00 to be deposited in the Courts Checking account.

Department	Amount
City Hall Cash Drawers	\$ 300.00
City Hall Petty Cash	\$ 150.00
Police Dept. Petty Cash	\$ 75.00
Municipal Court Cash Drawer	\$ 100.00
Municipal Court Checking	\$ 500.00
Police Department Cash Drawer	\$ 100.00
Drug Revolving Fund	\$2,000.00
Travel Fund	\$2,000.00
Total	\$5,225.00

Section 2: All other resolutions that set petty cash amounts are hereby repealed.

INTRODUCED AND PASSED BY THE OMAK CITY COUNCIL this _____ day
of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
Administrator

Date: February 4, 2019

Subject: Resolution 12-2019 Intergovernmental agreement

The attached Resolution No. 12-2019 Approving an Intergovernmental Agreement Between Okanogan County and City of Omak and the Housing Authority of Okanogan County, is forwarded for your consideration.

The Okanogan Housing Authority of Okanogan (HA) has proposed a development currently just outside of Omak's incorporated city limits. The HA is in the process of Annexing this development parcel into the Omak City limits to benefit from our services. Prior to Annexation we requested that the HA use our Planned Development process to ensure development and improvements will meet Omak's land use and Construction Standards.

This agreement gives the City the authority to operate outside of jurisdiction until the annexation is complete.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 12-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN OKANOGAN COUNTY AND CITY OF OMAK AND HOUSING AUTHORITY OF OKANOGAN COUNTY

WHEREAS: The Housing Authority owns parcel #8851700010, in the unincorporated portion of Okanogan County located adjacent to the city limits of the City of Omak (the "Property"). The Housing Authority intends to build a multi-family complex (the "Project") on the Property which is a permitted land use activity in accordance with Okanogan County Code 17A.220 District Use Chart. The Property is located within the City of Omak proposed expansion area, and

WHEREAS: The Housing Authority has petitioned the City of Omak to annex the Property for obtaining city utilities to serve the Project. The City of Omak Council has conditionally approved the annexation pending a review of the final Project to determine the complex is built to acceptable city standards. To facilitate oversight of the permitting and construction activities for the Project the City has asked the County to allow the City to assume lead agency status for purpose of permit review and construction oversight of the Project, and

WHEREAS, RCW 39.34.080 Contracts to perform governmental activities which each contracting agency is authorized to perform allows, states "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Omak hereby approves the Intergovernmental Agreement Between Okanogan County and City of Omak and Housing authority of Okanogan, a copy of which is attached hereto as Exhibit "A". The Mayor is authorized to execute the Agreement on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

**Intergovernmental Agreement
between
Okanogan County
and
City of Omak
and
Housing Authority of Okanogan County**

This Intergovernmental Agreement ("the Agreement") is made and entered into between Okanogan County (hereinafter known as County), the City of Omak (hereinafter known as City) and the Housing Authority of Okanogan County (hereinafter known as Housing Authority) regarding lead agency status for application review and permit approval for the Housing Authority's proposed affordable housing Project located on parcel #8851700010.

RECITALS

WHEREAS: Okanogan County is a political subdivision of the State of Washington; formed in accordance with Article XI of the Washington State Constitution with the powers granted by Title 36 of the Revised Code of Washington, and

WHEREAS: City of Omak is a non-charter code city as defined in the Revised Code of Washington 35A.11. with the powers granted by Title 35A of the Revised Code of Washington, and

WHEREAS: The Housing Authority of Okanogan County is a public body corporate with the powers granted by the Revised Code of Washington 35.82, and

WHEREAS: the County, the City and Housing Authority have jurisdiction to enter into this Agreement as provided in RCW Title 36 Counties, RCW Title 35A Cities and Towns, RCW 35.82 Housing Authority Laws, and RCW Chapter 39.34 (Interlocal Cooperation Act), and

WHEREAS: the County has authority over land use and building within the unincorporated portions of Okanogan County, and

WHEREAS: the Housing Authority owns parcel #8851700010 which is an 4.55 acre parcel in the unincorporated portion of Okanogan County located adjacent to the city limits of the City of Omak (the "Property").. The Housing Authority intends to build a multi-family complex (the "Project") on the Property which is a permitted land use activity in accordance with Okanogan County Code 17A.220 District Use Chart. The Property is located within the City of Omak proposed expansion area, and

WHEREAS: the Housing Authority has petitioned the City of Omak to annex the Property for the purpose of obtaining city utilities to serve the Project. The City of Omak Council has conditionally approved the annexation pending a review of the final Project to determine the complex is built to acceptable city standards. To facilitate oversight of the permitting and construction activities for the Project the City has asked the County to

allow the City to assume lead agency status for purpose of permit review and construction oversight of the Project, and

WHEREAS, RCW 39.34.080 Contracts to perform governmental activities which each contracting agency is authorized to perform allows states "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties, and

WHEREAS, the County, City and Housing Authority have each reviewed and approved this Agreement, and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, County, City, and Housing Authority agree as follows:

1. The County through this Agreement assigns the responsibility for permit review and Project oversight to the City for the duration of the Project. The County shall not be entitled to any fees or payments associated with the Project except for the County share of any sales tax collected for the Project.
2. The City shall be responsible for all permit review and Project inspection during the course of the Project. The City shall be entitled to any fees or payments collected in accordance with the Cities adopted fee schedules or any other fees or payments authorized by law.
3. The Housing Authority shall be required to adhere to the City's permit requirements and construction standards as required by the City in connection with the Project.
4. Eligible expenses: All parties are responsible for their own costs associated with the review and adoption of this Agreement.
5. Payments: The Housing authority is responsible for all fees and payments required by the City.
6. Coordinated Effort: The County, City, and Housing authority will cooperate as needed to execute this Agreement.
7. Goods and Services Compliance: The City and Housing Authority are responsible for adhering to all applicable laws for obtaining the goods and services necessary to implement this Agreement.
8. Termination: Any party may terminate this Agreement by giving the other parties written notice by e-mail or mail, at least 90 days in advance of termination date, to the appropriate address as noted below. Termination of this Agreement under this section becomes effective after the County/City has reviewed the status of the Project and has communicated to the Housing Authority all requirements necessary to continue the Project to completion. In the event of termination the Housing authority will be responsible for all fees and payments owed the City in connection with the project through the date of termination of the Agreement and any additional fees and payments required by the City to continue utility service to the Project.

Notices are to be sent to:

Okanogan County Commissioners Office
123 5th Ave. North, Suite 150
Okanogan, WA 98840
ljohns@co.okanogan.wa.us

City of Omak
PO Box 72
Omak, WA 98841
admin@omakcity.com

Housing Authority of Okanogan County
431 5th Ave West
Omak, WA 98841
nancy@okanoganhousing.org

9. **Records Maintenance:** City and the Housing Authority shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein and each agrees to make the same available for inspection as needed during usual business hours. All work products to include but not be limited to documents, maps, charts, graphs, and mailing lists created as a result of the utility connections and services contemplated under this Agreement is the property of the City. Nothing in this Agreement prohibits the Housing Authority from retaining copies of all such work products.
10. **Indemnification:** All parties shall defend, protect, and hold harmless the other parties from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) in connection with performance of this Agreement.
11. **Agreement Alterations and Amendments:** County, City and Housing Authority may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind County, City and Housing Authority.
12. **All Writings Contained Herein:** This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
13. **Governance:** This Agreement is entered into pursuant to and under the authority granted by RCW 36 Counties, RCW 35A Cities and Towns, RCW 35.82 Housing Authorities Law; and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules; and
 - b. Any other provisions of the Agreement, including materials incorporated by reference.

14. Effective Date: The effective date of this Agreement is February 1, 2019 and will expire upon the latest of December 31, 2024 or, upon Project completion, or upon completion of the annexation; or unless terminated earlier at the written election of all parties.

Okanogan County Board of County Commissioners

Chairman

City of Omak

Mayor

Housing Authority of Okanogan County

Executive Director

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears
Public Works Director

Date: January 29, 2019

Subject: **Resolution No. 13-2019** Approving the purchase of two fleet pickups.

The attached Resolution: **13-2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO FLEET PICKUPS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

The replacements for the two fleet trucks are 2019 Ford F150 regular cab, 4wd pickups that were selected as the least cost option through the state procurement cooperative. One of the trucks includes side rail toolboxes to facilitate park tools and equipment. These purchases will be made through Columbia Ford, a bona fide state vendor.

These Purchases combined are \$62,301.82 and are adequately funded in the 2019 Budget.

I support this Resolution and recommend its approval.

RESOLUTION NO. 13-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO FLEET PICKUPS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE.

WHEREAS, the City's 2019 Budget provides for an Equipment Rental capital outlay expenditure for the purchase of two fleet pickups for use in the public works department; and

WHEREAS, vehicle selection was based on considerations of department specification, performance, serviceability, uniformity and cost as determined by the Public Works Director; and

WHEREAS, the equipment is available through the State Purchasing Cooperative from Columbia Ford, a bona fide State Purchasing vendor, in the combined amount of \$62,301.82; and

WHEREAS, the Purchasing Policy and Procedures Manual provides for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of two fleet pickups, a copy of the quotes is attached as Exhibit "A" is hereby approved, and authorizes the purchase.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

EXHIBIT A

2019 Equipment Rental Purchase – 2 Fleet Pickups

Attached are the Quotes for the purchase of Two 2019 4x4 Fleet Pickups.

The City has budgeted \$63,000 to purchase Two Fleet Pickups, 508.594.48.64.54

The Quotes are through the Washington State Department Enterprise Services

(As listed in the City of Omak Purchasing Policy and Procedures Manual Resolution 04-2013)

The Quotes are for 2019 Ford F150 ½ Ton Regular Cab 4x4 Pickups with V-8 Engines and Tow Package comparable to fleet pickups purchased in previous years. One Pickup includes side rail toolboxes to facilitate park tools and equipment.

It is the recommendation of the Public Works Equipment Rental Department to Purchase Two 2019 Ford F150 ½ Ton Regular Cab 4x4 Pickups with options listed in the Quotes to meet the specialized needs of the Department of Personnel and Equipment Transport .

The Total for the Two Pickups is \$62,301.82

There has been \$63,000 Budgeted for 2019

**E/R CAPITAL OUTLAY
EXPENDITURE REQUESTS 2019
FUND 508**

CAPITAL OUTLAY

Total: \$69,500

508.594.48.64.54

**2019 ½ Ton Fleet Pickups – Two (2)
2019: \$63,000 NEW LINE ITEM**

It is the request of the ER Department to budget \$63,000 for the replacement of these two pickups for the 2019 year. This amount will cover any unforeseen expenses that may occur in the event that the quote structure of the state bid changes for the 2019 year.

508.594.48.64.55

**Hoist – Pick-Up Crane
2019: \$6,500 NEW LINE ITEM**

The City Maintenance Shop would like to make a budget request to purchase a Bumper Mount Pick-Up Crain to help facilitate construction and maintenance work. It would replace the crane in the #262 pickup that was replaced in 2018. The crane system out of the #262 pickup no longer meets OSHA or ANSI Safety Guideline Requirements. It has been recommended NOT to mount a crane into the aluminum bed of the new fleet pick-ups. It would give the ability to do on sight repair to many of the City's facilities, including the sewer lift stations, Sewer Treatment Plant, Airport, Cemetery, Parks and Water Well locations.

Equipment Rental

From: NOREPLY@des.wa.gov
Sent: Friday, January 11, 2019 2:06 PM
To: Equipment Rental
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-1-298 - OMAK, CITY OF - 22407

Vehicle Quote Number: 2019-1-298

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: OMAK, CITY OF - 22407
 Email: er@omakcity.com

Quote Notes:
 Vehicle Location: OMAK

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0830-001	2019 Ford F150 4WD	1	\$24,391.00	\$24,391.00
2019-0830-011	Regular Cab, 4WD, 141WB, 8 ft box, 3.3L V6 PFDI (290HP) (18/23/20 MPG) (FFV Capability) (6390# GVWR, 1920# Payload, 3.73 RAR) (F1E/100A/99B/446/141WB/413)	1	\$278.00	\$278.00
2019-0830-017	Alternative Engine: 5.0L V8 (395HP) (16/22/18 MPG) (in lieu of 3.3L V6 PFDI) (Flex Fuel Capability) (Includes Auto Start-Stop, 10-speed automatic transmission with selectable drive modes) (REG CAB 122WB: 6400#/1840#/3.31 RAR) (REG CAB 141WB: 6950#/2320#/3.31 RAR) (EXT CAB 145WB: 7050#/2200#/3.31 RAR) (CREW CAB 145WB: 7000#/2080#/3.31 RAR) (995/44G)	1	\$1,928.00	\$1,928.00
2019-0830-046	Cloth Seats: 40/20/40 Front Seat (All Cabs) (Not available with Special Services Vehicle SSV #66S or XLT Trim) (TTCG)	1	\$0.00	\$0.00
2019-0830-064	Black Platform Running Boards (Available with all cabs and trim levels) (18B)	1	\$243.00	\$243.00
2019-0830-080	Integrated Trailer Brake Controller (Must also order Class IV Trailer Hitch #53B or Trailer Tow Package #53A) (included with Max Trailer Tow Package #53C) (67T)	1	\$266.00	\$266.00
2019-0830-082	Trailer Tow Package #A (53A) (includes smart trailer tow connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar) (If ordered with 2.7L EcoBoost, 3.5L EcoBoost or 5.0L V8, also includes auxiliary transmission oil cooler and engine oil cooler) (if ordered with 3.3L V6 Gas Engine,	1	\$576.00	\$576.00

changes rear axle ratio from 3.55 to 3.73) (Not available with XL Mid-Level Trim #101A or XLT Trim Levels #300A/301A) (53A)

Quote Totals

Total Vehicles:	1
Sub Total:	\$27,682.00
8.4 % Sales Tax:	\$2,325.29
Quote Total:	\$30,007.29

Equipment Rental

From: NOREPLY@des.wa.gov
Sent: Friday, January 11, 2019 1:59 PM
To: Equipment Rental
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-1-296 - OMAK, CITY OF - 22407

Vehicle Quote Number: 2019-1-296

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 187

Dealer Email: orders@colford.com

Organization Information

Organization: OMAK, CITY OF - 22407

Email: er@omakcity.com

Quote Notes:

Vehicle Location: OMAK

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0830-001	2019 Ford F150 4WD	1	\$24,391.00	\$24,391.00
2019-0830-011	Regular Cab, 4WD, 141WB, 8 ft box, 3.3L V6 PFDI (290HP) (18/23/20 MPG) (FFV Capability) (6390# GVWR, 1920# Payload, 3.73 RAR) (F1E/100A/99B/446/141WB/413)	1	\$278.00	\$278.00
2019-0830-017	Alternative Engine: 5.0L V8 (395HP) (16/22/18 MPG) (in lieu of 3.3L V6 PFDI) (Flex Fuel Capability) (Includes Auto Start-Stop, 10-speed automatic transmission with selectable drive modes) (REG CAB 122WB: 6400#/1840#/3.31 RAR) (REG CAB 141WB: 6950#/2320#/3.31 RAR) (EXT CAB 145WB: 7050#/2200#/3.31 RAR) (CREW CAB 145WB: 7000#/2080#/3.31 RAR) (995/44G)	1	\$1,928.00	\$1,928.00
2019-0830-046	Cloth Seats: 40/20/40 Front Seat (All Cabs) (Not available with Special Services Vehicle SSV #66S or XLT Trim) (TTCG)	1	\$0.00	\$0.00
2019-0830-064	Black Platform Running Boards (Available with all cabs and trim levels) (18B)	1	\$243.00	\$243.00
2019-0830-080	Integrated Trailer Brake Controller (Must also order Class IV Trailer Hitch #53B or Trailer Tow Package #53A) (included with Max Trailer Tow Package #53C) (67T)	1	\$266.00	\$266.00
2019-0830-082	Trailer Tow Package #A (53A) (includes smart trailer tow connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar) (If ordered with 2.7L EcoBoost, 3.5L EcoBoost or 5.0L V8, also includes auxiliary transmission oil cooler and engine oil cooler) (if ordered with 3.3L V6 Gas Engine,	1	\$576.00	\$576.00

changes rear axle ratio from 3.55 to 3.73) (Not available with XL Mid-Level Trim #101A or XLT Trim Levels #300A/301A) (53A)

2019-0830-342 Side rail box - drop door (90L x 16W x 18H) (DRIVER SIDE) (Fits 8ft bed only) (Buyers 1701565-D) (TB342)	1	\$1,055.00	\$1,055.00
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2019-0830-343 Side rail box - drop door (90L x 16W x 18H) (PASSENGER SIDE) (Fits 8ft bed only) (Buyers 1701565-P) (TB343)	1	\$1,055.00	\$1,055.00
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Quote Totals

Total Vehicles:	1
Sub Total:	\$29,792.00
8.4 % Sales Tax:	\$2,502.53
Quote Total:	\$32,294.53

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 29, 2019

Subject: **Resolution No.14-2019** Approving Change Order No.1 with Don Kruse Electric and City of Omak for WWTF HVAC Improvements.

The attached **Resolution 14 -2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN DON KRUSE ELECTRIC AND THE CITY OF OMAK FOR THE WWTF HVAC IMPROVEMENTS**, is forwarded for your consideration.

Attached please find Change Order No. 1 for the Waste Water Treatment Facility HVAC Improvements. This change order is to change the contract language for the Washington State sales tax increase from 8.1% to 8.2% that was effective on April 1st, 2018. The Contract was signed before the new tax rate was in effect and this change will be reflected on Progress Estimate No.1 and all subsequent progress estimates on the project.

I support this Resolution and request Council approval.

RESOLUTION NO. 14 -2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN DON KRUSE ELECTRIC AND THE CITY OF OMAK FOR THE WWTF HVAC IMPROVEMENTS

WHEREAS, the City of Omak awarded the contract for the Waste Water Facility HVAC Improvements to Don Kruse Electric by Resolution 27-2018; and

WHEREAS, the Washington State sales tax rate changed from 8.1% to 8.2% effective April 1st, 2018; and

WHEREAS, representatives of the City of Omak, Don Kruse Electric and the City's consultants, Gray and Osborne, Inc., have negotiated this Change Order to fairly resolve the issue encountered.

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

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



EXHIBIT A

January 29, 2019

Mr. Todd McDaniel
City Administrator
City of Omak
P.O. Box 72
Omak, Washington 98841

SUBJECT: CHANGE ORDER 1 TRANSMITTAL
WWTF HVAC IMPROVEMENTS
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #17012

Dear Mr. McDaniel:

Four copies of Change Order 1 for the above-referenced project are enclosed, which have been signed by the Engineer and the Contractor. If the documents meet with the City's approval, the City should sign each change order.

Upon executing the change order, retain one copy for your files, return two copies to Don Kruse Electric, and one copy to Gray & Osborne, Inc., to my attention.

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

Encl.

cc: Mr. Ken Mears, Public Works Director, City of Omak, w/encl.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 29, 2019

Subject: **Resolution No. 15-2019**.Purchase approval of Apple Street storm pump.

The attached **Resolution 15-2019**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING, SOLE SOURCE, PURCHASE OF APPLE STREET STORM PUMP**, is forwarded for your consideration.

Attached is a quote from PumpTech Inc. for an ABS Storm Water pump. This will replace the pump that failed in the Apple Street storm pump station. PumpTech Inc. is the Sole Authorized Distributor of ABS pumps and attached is the letter from the manufacturer.

The cost of the replacement pump is \$29,528.87. This will leave funds available to possibly rebuild the pump that failed after it is inspected.

I support this Resolution and request Council approval.

RESOLUTION NO. 15-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING, SOLE SOURCE,
PURCHASE OF APPLE STREET STORM PUMP**

WHEREAS, the Apple Street storm pump has failed during the 2018 high water event; and

WHEREAS, the original manufacturer of the pump is Sulzer/ABS and PumpTech Inc., has been designated as the sole provider of original equipment; and

WHEREAS, Resolution 70-2011 has designated ABS pumps as the brand specific equipment; and

WHEREAS, purchase of equipment has been provided for in the 2019 budget.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, approves sole source purchase of Apple Street storm pump from PumpTech Inc, attached as "Exhibit A" in the estimated amount of \$ 29,528.87.

PASSED AND APPROVED this _____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



EXHIBIT A

PumpTech Inc.
 209 S Hamilton Rd
 Moses Lake, WA 98837
 Phone: 509-766-6330
 Fax: 509-766-6331
 nstark@pumptechnw.com

Sales Quotation

Customer#: 0110600

TO:
 Wayne
 Omak, City of
 PO Box 72
 Omak, WA 98841
 Fax: 509-826-6531

Salesperson: Nathan Stark / Jason Haughton
Lead Time: 8-12 Week
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY
Project Name: ABS XFP206J-CB2.320

Quote #: 0141882
Date: 1/18/2019
Expires: 2/17/2019

Item		Price	Qty	Extend
Replacement Pump	Quote for a replacement of the ABS AFW230-6, SN #B0140 pumps. Please note some of the wear parts for this AFW pump are no longer available. -----	0.00		0.00
XFP 206J-CB2	ABS XFP 206J-CB2.320 PE210/6 28HP 460V 3Ph 1180RPM	24,091.00	1.00	24,091.00
Labor - Onsite Test Tech w/Ins	Estimated Portal Portal Travel, Removal and install of the Pump -----	200.00	16.00	3,200.00
Freight	FOB: ORIGIN-PRE PAY AND ADD	0.00	1.00	0.00

SubTotal 27,291.00

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

Sales Tax: 2,237.87

Total: 29,528.87



STANDARD TERMS & CONDITIONS

SHIPMENT

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

CONDITIONS OF SALE

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation .

PUMPTECH INC is not responsible for delay, disruption, consequential or liquidated damages of any sort, unless Purchaser requests and receives a quotation which includes pricing and terms for such damages.

CREDIT APPROVAL AND PAYMENT TERMS

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. In some circumstances PUMPTECH, INC. may require Progress Payments. Progress payments are due and payable on receipt of invoice. "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the Purchase Order or in the agreement:

- a. 15% - Fifteen percent on receipt of approved drawings
- b. 30% - Thirty percent with order of major components
- c. 20% - Twenty percent on receipt of major components at our facility
- d. 30% - Thirty percent upon shipment
- e. 5% - Five percent on start up

A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

WARRANTY

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

TAXES

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

(Purchaser's signature)

Printed Name & Title

(Date)

SULZER

ABS USA
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

PumpTech Inc.
12020 SE 32nd Street, Suite 2
Bellevue, WA 98005
PH: 425-644-8501

Date May 10, 2018

Subject: PumpTech Inc. as Contracted ABS Representative

To Whom it May Concern:

The purpose of this letter is to confirm that PumpTech Inc., with a main office located in Bellevue, WA, is the Sole Authorized Distributor for the Sulzer/ABS municipal wastewater collections and treatment markets. In those markets, PumpTech is the sole authorized distributor for our XFP Pumps, Piranha Grinder Pumps, XRW Mixers, HST aeration equipment and Controls for the states of Washington, Oregon and the Pacific Time Zone region of Idaho. In addition to Bellevue, PumpTech has sales, service and inventory locations in Canby, Oregon and Moses Lake, Washington.

Should you have any questions regarding this contracted territory please feel free to contact me.

Sincerely,



Richard A. Barile
Regional Sales Manager
Municipal Wastewater, U.S. Western Region



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 30, 2019

Subject: **Resolution No. 16-2019**. Approving purchase of a bumper mounted pick-up crane.

The attached **Resolution 16-2019**, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF BUMPER MOUNTED PICK-UP CRANE**, is forwarded for your consideration.

Attached are three quotes for a bumper mounted pick-up crane. This crane is used to lift sewer pumps from the cities lift stations for routine maintenance and repairs.

The Equipment Rental Department recommends the purchase from Titan Truck Equipment Company for \$5,723.78. Which is under the 2019 budgeted amount.

I support this Resolution and request Council approval.

RESOLUTION NO. 16-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF BUMPER MOUNTED PICK-UP CRANE

WHEREAS, the City's 2019 Budget provides funding for the purchase of a Bumper Mount Pick-up Crane; and

WHEREAS, cranes were evaluated for price, performance, and operation by the Equipment Rental Department; and

WHEREAS, three quotes were received from the vendors that could provide the desired equipment; and

WHEREAS, the recommendation has been made to purchase from Titan Truck Equipment Company in the amount of \$5,723.78.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the purchase of a Bumper Mounted Pick-up Crane, from Titan Truck Equipment Company, a copy of the quote attached as Exhibit "A", is hereby approved, and purchase is authorized.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Titan Truck Equipment Co., Inc.

605 N. Fancher Rd.
 Spokane Valley, WA 99212
 (509) 535-4310
Toll Free: 1-800-445-4807
 Equipment Fax: (509) 755-5040

Quote # TT-1130

Quote valid for 30 days
 Quote Date: 1/29/2019

Quote Provided by:
Ed Heck
 Sales Manager
 Cell Phone: 509-755-5037 Ext 1108
 Email: edh@titantruck.com



Special Instructions

Vehicle Information

2018 Ford F-150
 SRW, 56
 VIN # Enter
 Condition: Enter

Customer Information

City Of Omak
 Enter Customer Address Enter Customer City, Enter Customer State Enter
 Contact Name: Enter Customer, Contact Name
 End User: Enter End User If Available

Qty	Item Description	Part Number	Serial Number	Part Charge	Exended Charge	HRS	Labor Charge	*Estimated* Freight Charges	Itemized Total
1	Sto-Away	A008-0817		\$ 4,031.25	\$ 4,031.25	0.00	\$ -	\$ -	\$ 4,031.25
1	W.R. Kit	043-0817		442.50	442.50		-		\$ 442.50
1	post lock mast	040-0817		246.25	246.25		-		\$ 246.25
1	bigl winch	024-0817		230.00	230.00		-		\$ 230.00
1	third boom setting	042-0817		65.00	65.00		-		\$ 65.00
1	Shipping			275.00	275.00		-		\$ 275.00
Subtotals				\$ 5,290.00	\$ 5,290.00	0.00	\$ -	\$ -	\$ 5,290.00

rate per hr \$ 95.00
Quote Total \$ 5,290.00

ALL PRICING IS LESS ANY APPLICABLE TAX CHARGES UNLESS OTHERWISE NOTED



9306 Grand Blvd.
 Crown Point, IN 46307
 USA
 Tel: 800-622-9797
 Fax: 219-947-2503

Wednesday, January 09, 2019

To: Chas
 City of Omak
 220 Columbia Street
 Omak, WA 98841
 USA

RFQ #:
 Quotation #: 0694973832CS
 Please refer to this number when
 ordering

Phone: 509-826-9216

Fax:

E-mail: er@omakcity.com

PRICE QUOTE

Item	Description	Qty	Unit Price	Subtotal
1.00	<p>S.R.5A BUMPER CRANE - A008-0817</p> <p>1,500# LIFTING CAPACITY FOR A 2018 FORD F150 PICKUP TRUCK WITH AN ALUMINUM PICKUP BED. This bumper crane will bolt on and fit full size Chevy C/K series; Ford "F" series; Dodge Ram and Nissan Titan and Sprinter Van with a standard bed of an approximate width of 77".</p> <p>INCLUDES: **Class 4 Receiver Hitch; 12,000 lb. pull / 1,200 lb. tongue weight shall be built-in. The receiver hitch is upgradeable to a class 5 receiver hitch by the Upfitter running angle iron from the tabs at the back of the receiver hitch up to the frame of the truck. **Brackets to up fit to the truck, wiring harness, all mounting hardware, emergency shut off button, a water proof control switch with an indicator light to indicate the power is on to the control plug while not in use, and an on/off toggle switch, hand guard with hazard warning areas, grease ports for bearings and pulleys, owners manual with install, operation, safety, parts, & maintenance instructions. **Two Boom Heights Settings **License plate lights **Cam lock Port **Standard Outrigger Leg **GALVANIZED STEEL CABLE - 50' **Non skid surfacing for lid (If lid is ordered) **Plastic hand control</p> <p>NOTE: THE STANDARD BOOM SETS UP ON THE PASSENGER SIDE OF VEHICLE - CAN REQUEST A REVERSED UNIT WHICH THE BOOM WOULD SET UP ON THE DRIVERS SIDE. IF THIS CRANE IS GOING TO COVER EXISTING BACK UP AND TAIL LIGHTS THEN THE ICC BACKUP LIGHTS & ICC TAIL LIGHTS WILL NEED TO BE ORDERED. **360 DEGREE ROTATION UPON REQUEST **OPTIONAL WIRELESS HAND REMOTE AVAILABLE</p>	1	\$4,031.00	\$4,031.00 Taxable: 0
2.00	<p>W.R. KIT- O43-0817</p> <p>This option is an aluminum locking lid and aluminum bottom panels that encloses the bumper frame and protects the winch drives from anything that might come up from your wheels of your truck.</p>	1	\$442.00	\$442.00 Taxable: 0

Item	Description	Qty	Unit Price	Subtotal
3.00	POSI-LOCK MAST - O40-0817 This option will enable the operator to press down on a lever and lock the crane into place every 22 ½ degrees throughout its rotation and stay locked in position until the lever is shifted and the operator has taken control of the load.	1	\$246.00	\$246.00 Taxable: 0
6.00	B.L.G.L. WINCH - O24-0817 This option is needed for doing ANY below ground lifting. We prepare the winch to have a positive cable attachment if you were to get to the last wrap of cable it would do a reverse wrap and will not come off the drum. On the standard winch the cable is only on there with a set screw which is fine for lifting from the ground up, because you always have 4-5 wraps of cable left on the drum.	1	\$230.00	\$230.00 Taxable: 0
7.00	THIRD BOOM SETTING - O42-0817 This feature shall allow an approximate maximum boom height to a standard crane.	1	\$65.00	\$65.00 Taxable: 0
8.00	SHIPPING FEE TO ZIP CODE 98841 VIA BEST WAY - 180-0000 ++++++ Please inform us if the following is not available: A dock or a forklift must be available at the origin and the destination or a lift gate pickup delivery fee will be applied to your invoice. If delivering to a residence then additional fees will apply that are not included on this quote. Prices subject to change without notice. **Fuel Surcharge calculations are based on the weekly Fuel Surcharge Index. The actual Fuel Surcharge on your bill may differ from this quote. **The freight charges above are based on the information you provided. Please verify this information for accuracy.	1	\$612.50	\$612.50 Taxable: 0
Total				\$5,626.50

Terms & Conditions	
Proposed Shipping Date Approximately 5-8 weeks	Payment Terms
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	This Quotation is valid until 2/8/2019.

Thank you for your inquiry!



NELSON TRUCK
EQUIPMENT CO., INC.

NELSON TRUCK EQUIPMENT CO., INC.
20063 84th AVE S.
Kent, WA 98032
Ph (253)395-3825
Fax (253)395-0368

Quotation

DATE 1/15/2019

Customer: CITY OF OMAK
Address:
City:
Attention: CHAD
Phone:
Fax:
Email:

TRUCK:
WHEELBASE:
CA:
ROOF (IF APP
OTHER:

Nelson Truck Equipment is pleased to provide the following quotation to provide the following equipment and services

ITEM	Part	QUAN	UNIT COST	LABOR	FREIGHT	TOTAL
STOAWAY CRANE SR5A	A008-0817	1	\$3,933.80		\$241.64	\$4,175.44
WR KIT	043-0817	1	\$488.80			\$488.80
POSI LOCK MAST	040-0817	1	\$271.70			\$271.70
BLGL WINCH	024-0817	1	\$254.80			\$254.80
THIRD BOOM SETTING	042-0817	1	\$72.80			\$72.80

SALES TAX \$526.35
TOTAL PRICE \$5,789.89

This quote good for 30 days unless stated here. Quote good until ___/___/___.

Terms are C.O.D. unless an established account

Sincerely,

Geoffrey Strother

Equipment Division Manager
Nelson Truck Equipment Co., Inc.
Email Equipment@nelsontruck.com

**E/R CAPITAL OUTLAY
EXPENDITURE REQUESTS 2019
FUND 508**

CAPITAL OUTLAY

Total: \$69,500

508.594.48.64.54

**2019 ½ Ton Fleet Pickups – Two (2)
2019: \$63,000 **NEW LINE ITEM****

It is the request of the ER Department to budget \$63,000 for the replacement of these two pickups for the 2019 year. This amount will cover any unforeseen expenses that may occur in the event that the quote structure of the state bid changes for the 2019 year.

508.594.48.64.55

**Hoist – Pick-Up Crane
2019: \$6,500 **NEW LINE ITEM****

The City Maintenance Shop would like to make a budget request to purchase a Bumper Mount Pick-Up Crain to help facilitate construction and maintenance work. It would replace the crane in the #262 pickup that was replaced in 2018. The crane system out of the #262 pickup no longer meets OSHA or ANSI Safety Guideline Requirements. It has been recommended NOT to mount a crane into the aluminum bed of the new fleet pick-ups. It would give the ability to do on sight repair to many of the City's facilities, including the sewer lift stations, Sewer Treatment Plant, Airport, Cemetery, Parks and Water Well locations.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Chief Koplín

Date: February 4, 2019

Subject: **Resolution No. 17-2019** Approving the purchase of police car

The attached Resolution: **17-2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A POLICE DEPARTMENT VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

The Purchase of a Police Car is provided for in the 2019 budget. Originally, we had hoped to acquire an all-wheel drive SUV. Due to production delays and price increases, we have decided to go with an all-wheel drive Dodge Charger.

This new car will replace one of the two remaining Crown Vic's and will be included in the Equipment Rental replacement program.

I support this Resolution and recommend its approval.

RESOLUTION NO. 17-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A POLICE DEPARTMENT VEHICLE THROUGH THE WASHINGTON STATE
PURCHASING COOPERATIVE.**

WHEREAS, the City's 2019 Budget provides for a Current Expense capital outlay expenditure for a Police Department Vehicle; and

WHEREAS, vehicle selection was based on considerations of Police Department specification, performance, serviceability, uniformity and cost as determined by the Police Chief; and

WHEREAS, the equipment is available through the State Purchasing Cooperative from Northsound Dwayne Lane, a bona fide State Purchasing vendor, in the amount of \$43,706.30; and

WHEREAS, the Purchasing Policy and Procedures Manual provides for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of a Police Department Vehicle from Northsound Dwayne Lane, a copy of the quotes which is attached hereto as Exhibit "A" is hereby approved and, authorizes the purchase.

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

EXHIBIT A

Vehicle Quote Number: 2019-1-781

[Create Purchase Request requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Northsound Dwayne Lane (W1675)
10515 Evergreen Way
Everett WA 98204

Dealer Contact: Mike O'Donnell
Dealer Phone: (425) 551-4905 Ext:
Dealer Email: fleet@dwaynelane.com

Organization Information

Organization: OMAK, CITY OF - 22407

Email: er@omakcity.com

Quote Notes:

Vehicle Location: Omak

Color Options & Qty

Bright Silver Metallic Clear Coat (PS2) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0503-001	2019 Charger Police	1	\$23,950.00	\$23,950.00
2019-0503-011	2019 Charger Police AWD (LDEE48) (29A) Upgrade. Only available with (EZH) 5.7L V8, Engine upgrade (EZH) 5.7L V8 is included.	1	\$2,250.00	\$2,250.00
2019-0503-018	Additional lighting, Front Reading/Maps lights (LBG)	1	\$75.00	\$75.00
2019-0503-019	Deactivate Rear Doors and Windows. Power Rear Door Lock Linkages and Control Knobs Deleted, (Shipped in Trunk) Front Operated Power Locks (CW6)	1	\$75.00	\$75.00
2019-0503-028	Entire Fleet Alike Key (FREQ 3) (GXE)	1	\$140.00	\$140.00
2019-0503-036	Different size Tire 245/55R18 BSW Performance Tires (TYL): Goodyear Brand (TZA)	1	\$180.00	\$180.00
2019-0503-039	Spotlight, 6 inch LED Clear Lens, Pillar Mounted LEFT side (Factory) (LNX, LNF)	1	\$360.00	\$360.00
2019-0503-043	Full-size Tire Relocation Bracket Kit (TBH).	1	\$145.00	\$145.00
2019-0503-201	Spare Wheel, Additional, NO Tire, includes TPMS Valve	1	\$240.00	\$240.00

2019-0503-501	Patrol Package Base Prep, Lamp Prewire Group (PD1-1), DEALER INSTALLED, SIMILAR to Factory Patrol Package Base Prep (AYE). More Flexible for aftermarket adds, shorter leadtime, and is less expensive. Includes: Front and Rear Wire Harness, Power distribution Center, Siren speaker and bracket, Trunk tray and cooling fan. Requires Delete Spare Tire (TBF) or Full-size Tire Relocation Bracket Kit (TBH). (DLR) BEST VALUE	1	\$1,850.00	\$1,850.00
2019-0503-502	Charger Console Package includes Havis 17" Console C-VS-0809, Cupholder, Arm Rest, and Motion Slide Device for mounted computer dock (CConsolePkg). (DLR)	1	\$1,350.00	\$1,350.00
2019-0503-503	Able 2 Triple Accessory Outlet (ACC-1). Installed on Console. Requires Charger Console Package (CConsolePkg). (DLR)	1	\$98.00	\$98.00
2019-0503-504	Ready for the Road Package for Police or Fire, for Marked Car (RR-Marked), DEALER Installed, includes: Whelen DUO Liberty 2 Light Bar, 2 DUO Grill Lights, Siren Speaker, and CARBIDE Siren Amp. Requires Patrol Package Base Prep, Lamp Prewire Group (PD1-1) and requires Havis Console Package (HConsolePkg). (DLR)	1	\$6,100.00	\$6,100.00
2019-0503-509	Seat, Rear AEDEC Prisoner seat, Center pull seat belt, Factory seatbelts shipped in truck (CARCG121220). (DLR)	1	\$750.00	\$750.00
2019-0503-511	Vehicle Partition, with Recess Panel and Sliding Window, Lower extension panels, and Dual Weapons Rifle Rack with 1 Universal Adjustable and 1 Shotgun (Setina 10RP-DTRAIL). (DLR)	1	\$1,400.00	\$1,400.00
2019-0503-512	Setina TPO Door Covers (DK0100DUR11). Recommended with all Partition options. (DLR)	1	\$275.00	\$275.00
2019-0503-513	Vehicle Push Bumper HD Aluminum (Setina PB400). (DLR)	1	\$495.00	\$495.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$39,733.00
10.0 % Sales Tax:	\$3,973.30
Quote Total:	\$43,706.30

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: February 4, 2019

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

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 the above said 30-foot right of way; 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; and

Whereas, all parties are reluctant to order vacation of infringements on the existing right of way and have pursued alternative remedies;

Now, therefore, all parties have decided and agreed that:

(1) Housing Authority Okanogan will grant to the City of Omak the southerly 60 feet of its above described property as and for the needed right of way, via a Plat Dedication;

(2) Housing Authority Okanogan will acquire by boundary line adjustment 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

(3) as a final step, the City of Omak agrees to commence a vacation of the south half of the aforementioned existing 30-foot right of way, 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:

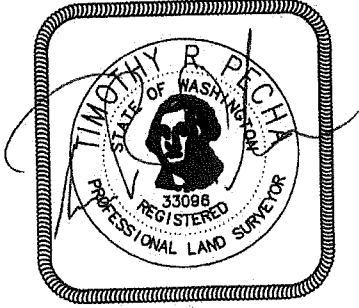
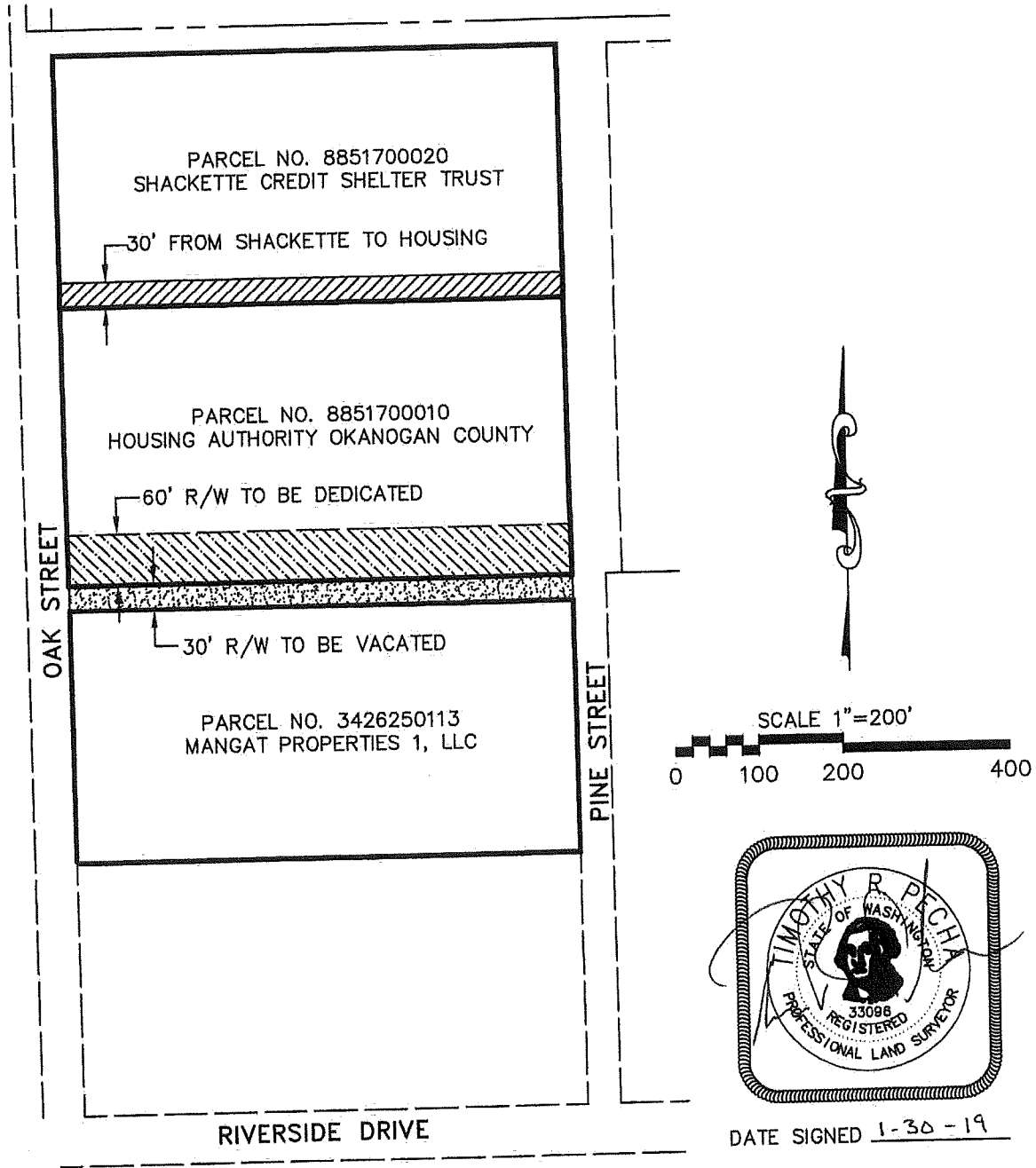
By _____
Nancy Nash Mendez, Executive Director

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

By _____

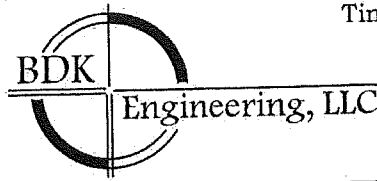
- EXHIBIT A -

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



January 30, 2019

City of Omak
PO Box 72
Omak, WA 98841

Mayor Gagne and Council Members,

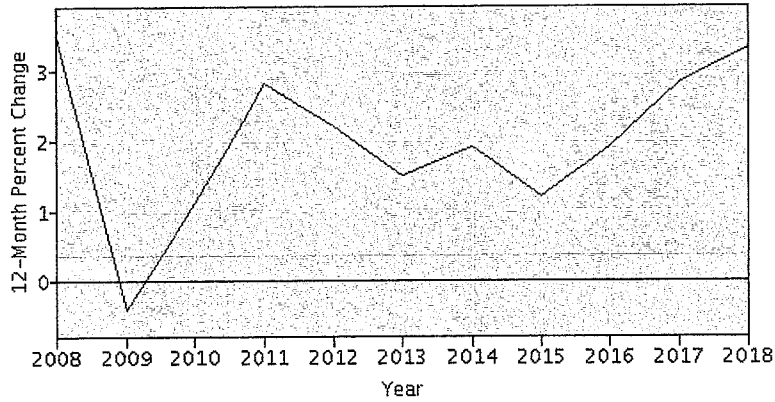
Please accept this letter per Item 20.0 Escalation Clause. CPI All Items West Urban, monthly average change from November 2017 to October 2018, has been reported and calculated at 3.0416%.

As of March 15, 2019, the landfill rates will increase from \$74 per ton to \$81.50 per ton. This is an increase of 10%. This increase only affects a portion of our operating costs. Therefore, we propose a 3% CPI increase to offset our increased tipping and operational costs beginning April 1, 2019.

We take great pride in offering professional service while keeping our rates as low as possible for the residents and commercial accounts in the City of Omak. We are proud to be able to absorb the increased tipping fees within the annual CPI Adjustment. Since 2012 we have requested minimal increases generally correlating with rising health insurance and labor costs.

The team at Sunrise Disposal values our relationship with the City of Omak and we look forward to continuing this strong relationship. Thank you very much and if there are any questions or concerns we would be happy to discuss them at any time?

Sincerely,
Dion Gotti
Finance Manager - Sunrise Disposal



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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2008	3.8	3.5	3.7	3.5	3.7	4.9	5.3	4.9	4.3	3.3	1.0	0.0	3.5	3.9	3.1
2009	0.1	0.3	-0.5	-0.7	-1.1	-1.4	-2.0	-1.3	-0.8	-0.3	1.2	2.2	-0.4	-0.6	-0.2
2010	1.9	1.4	1.6	1.5	1.3	0.6	0.8	0.7	0.5	0.6	0.9	1.3	1.1	1.4	0.8
2011	1.4	1.9	2.6	3.0	3.2	3.1	2.9	3.0	3.5	3.4	3.2	2.7	2.8	2.6	3.1
2012	2.6	2.5	2.4	2.1	2.0	2.0	1.8	2.1	2.2	2.5	1.9	1.7	2.2	2.3	2.0
2013	1.7	2.0	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1	2.9	2.6	2.5	2.5	2.7	2.9	2.9	3.1	3.1	2.8	2.8	2.9
2018	3.1	3.1	3.2	3.2	3.5	3.6	3.6	3.6	3.4	3.5	3.3	3.1	3.3	3.3	3.4

12 month average
3.0416
✓
1/30/19

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