
AGENDA
OMAK CITY COUNCIL MEETING
Monday, December 2, 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 November 18, 2019
2. Approval of Claims and Payroll

F. OLD BUSINESS:

1. Ord. 1885 – 2nd Read - Final 2020 Budget 

G. NEW BUSINESS:

1. Ord. 1886 – Non-Union Salary Schedule 
2. Res. 79-2019 – Approve Sole Source Firefighting Equipment 
3. Res. 80-2019 – Approve 2020 Fuel Bid 
4. Res. 81-2019 – Approve Amendment No. 8 – Gray & Osborne - Asotin Street Stormwater Imprv. 
5. Res. 82-2019 – Approve Right of Way Easement to PUD No. 1 of Okanogan County 

H. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: November 18, 2019

Subject: * Final Read * Ordinance 1885 Adopting the 2020 Budget

The Attached Ordinance 1885- Adopting the Budget for the City of Omak, Washington, for the Fiscal Year Ending December 31, 2020, is forwarded for your consideration.

This Ordinance adopts the budget for fiscal year 2020. The 2020 Budget document fairly estimates all revenues and expenditure, necessary to perform essential government services.

This document has not changed since the First Reading at our November 18, 2019 Council Meeting. Overall expenditure is up significantly from the 2019 budget due to the Public Works projects in Streets, Storm, Water, and Sewer. The Equipment Rental Capital fund will also spend close to 1 million on equipment replacement.

Revenues and Beginning Fund Balances are adequate to fund all anticipated expenditures. City utility rates were increased 2%. Tax revenues have been estimated at slightly lower levels than the 2019 budget. There is a high probability that Tax Revenues will be exceeded if the many construction projects in que complete construction in fiscal 2020.

Overall, this is good budget that will help direct us in maintaining a high level of service to our citizens.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1885

AN ORDINANCE ADOPTING THE BUDGET FOR THE
CITY OF OMAK, WASHINGTON, FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2020

WHEREAS, the Mayor of the **CITY OF OMAK**, Washington completed and placed on file with the City Clerk, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said **CITY** for the fiscal year ending December 31, 2020, and notices were published that the Council of the said **CITY** would meet on the 18th day of November, 2019, at the hour of 7:00 P.M. for the final 2020 budget Public Hearing in the Council Chambers at the City Hall of said **CITY**, for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of Omak an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the **CITY OF OMAK** for the purposes set forth in said budget; and

WHEREAS, the estimated expenditures set forth in said budget being all necessary to carry on the government of said **CITY** for said year and being sufficient to meet the various needs of said **CITY** during said period.

NOW, THEREFORE, the City Council of the **CITY OF OMAK** do ordain as follows:

Section 1. The budget for the **CITY OF OMAK**, Washington for the Year 2020 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Omak Final 2020 Budget, copies of which are on file in the Office of the City Clerk.

Section 2. Estimated resources for each separate fund for the City of Omak, and aggregate expenditures for all such funds for the year 2020 are set forth in summary form, as shown in "Exhibit A", and are hereby appropriated for expenditure at the fund level during the Year 2020 as set forth in the City of Omak Final 2020 Budget.

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. The ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 2nd
day of December, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM

Michael Howe, City Attorney

1ST Reading: _____
2nd Reading: _____
Filed with City Clerk: _____
Passed by City Council: _____
Date Published: _____
Date Effective: 1/1/2020

On the _____ day of _____, 2019, the City Council of the City
of Omak passed Ordinance No. 1885, which was published in full text on the date
stated above.

Dated this _____ day of _____, 2019.

Connie Thomas, City Clerk

Exhibit "A"

ORDINANCE 1885
2020 CITY OF OMAK BUDGET

SUMMARY OF REVENUES AND EXPENDITURES BY FUND

Fund	Beginning Fund Balance	2020 Revenue	2020 Expenditures	Ending Fund Balance
Current Expense Fund	\$ 1,523,077	\$ 3,983,363	\$ 4,467,210	\$ 1,039,231
Special Revenue Funds				
City Streets	\$ 410,953	\$ 2,004,315	\$ 2,237,948	\$ 177,321
Cemetery	\$ 12,613	\$ 84,495	\$ 70,527	\$ 26,581
Library	\$ 48,650	\$ 147,887	\$ 140,897	\$ 55,640
Hotel/Motel Tax	\$ 148,873	\$ 161,500	\$ 222,855	\$ 87,518
Block Grant	\$ 108,467	\$ 500	\$ 108,967	\$ -0-
Stampede Arena	\$ 257,810	\$ 77,500	\$ 66,088	\$ 269,222
Drug Enforcement	\$ 2,672	\$ 6,050	\$ 5,600	\$ 3,122
Total Special Revenue Funds	\$ 990,038	\$ 2,482,247	\$ 2,852,882	\$ 619,404
Capital Improvement Fund				
Real Estate Excise Tax	\$ 103,032	\$ 40,750	\$ -0-	\$ 143,782
Proprietary Funds				
Water	\$ 1,219,135	\$ 2,688,025	\$ 2,859,072	\$ 1,048,088
Water Reserve	\$ 487,891	\$ 4,250	\$ -0-	\$ 492,141
Sewer	\$ 2,844,928	\$ 3,115,000	\$ 5,591,831	\$ 368,097
Sewer Reserve	\$ 1,031,285	\$ 10,000	\$ 300,000	\$ 741,285
Garbage	\$ 186,805	\$ 1,218,625	\$ 1,228,099	\$ 177,331
Storm Drain	\$ 204,300	\$ 712,367	\$ 725,806	\$ 190,861
Airport	\$ 89,341	\$ 772,685	\$ 762,182	\$ 99,844
Total Proprietary Funds	\$ 6,063,685	\$ 8,520,952	\$11,466,990	\$ 3,117,647
Internal Service Funds				
Equipment Rental Operations	\$ 66,746	\$ 811,338	\$ 752,870	\$ 125,214
Equipment Rental Capital Purchases	\$ 1,157,521	\$ 323,371	\$ 926,152	\$ 554,740
Total Internal Service Funds	\$ 1,224,267	\$ 1,134,709	\$ 1,679,022	\$ 679,954
Fiduciary Funds				
State Building Permit Fees	\$ 299	\$ 225	\$ -0-	\$ 524
State Agency Deposits	\$ 1,252	\$ -0-	\$ -0-	\$ 1,252
Total Fiduciary	\$ 1,551	\$ 225	\$ -0-	\$ 1,776
Permanent Funds				
Cemetery Endowment	\$ 170,949	\$ -0-	\$ -0-	\$ 170,949
Revolving Travel Fund				
Advanced Travel	\$ 2,000	\$ -0-	\$ -0-	\$ 2,000
Total All Funds	<u>\$10,078,599</u>	<u>\$16,162,246</u>	<u>\$20,466,104</u>	<u>\$ 5,774,743</u>

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: December 2, 2019

Subject: Ordinance 1886 Non-Union Salary Schedule

The Attached Ordinance 1886- Establishing the Salary Schedule for All Non-Union Personnel for Fiscal Year 2020, is forwarded for your consideration.

This Ordinance Establish the Non-Union Salaries. Wages were compared to the AWC salary survey and compared to the 2019 average high salaries of cities with a population of 2500-7500 statewide. Consideration was given for the 12-month average of the monthly CPI-W from July 2018 through June 2019. CPI was calculated at 2.05%

Based on the available information a 3% increase was identified as an equitable increase for all non-represented full-time employee's and temporary police positions. Medical benefits, longevity, PT Public Works and stipend pay are unchanged.

Minimum wage will increase from \$12.00 to \$13.50 in 2020. This \$1.50 increase was used for the increase to all classifications of pool employees.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1886

**AN ORDINANCE ESTABLISHING THE SALARY SCHEDULE FOR
ALL NON-UNION PERSONNEL FOR FISCAL YEAR 2020**

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. The salaries of "non-union" personnel are established and effective as of January 1, 2020, and are outlined in the 2020 Salary Schedule, which is shown as "Attachment A".

Section 2. Effective January 1, 2020, the City of Omak shall provide 100% medical coverage through AWC Asuris Northwest Health, Healthfirst 250 Plan; 100% dental coverage through Washington Dental Service, Plan C; family vision coverage at a \$25 deductible through Vision Service Plan with a variable premium cost based upon the number of dependents covered, and \$10,000 worth of life insurance coverage through Standard Insurance Life Insurance, for all full-time "non-union" employees only. Premiums for the medical and dental coverage for enrolled and qualified family members will be paid at 30% premium cost from the employee, and 70% premium cost from the City.

Section 3. Effective January 1, 2020, the Salary Schedule for positions in the "non-union" employee group will increase by 3.0% from the 2019 rate.

Section 4. Effective January 1, 2020, the Pool Manager will be paid \$17.00; Pool Shift Supervisor will be paid \$14.00 and the Pool WSI will be paid the Washington State Minimum Wage Rate of \$13.50 per hour for 2020.

Section 5. Any other ordinance or section thereof that may be in conflict with the above section is hereby repealed.

Section 6. This ordinance shall be in full force and effect on and after the date of its passage, approval by the Mayor and publication as required by law.

PASSED AND APPROVED 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

Filed with City Clerk: _____
Passed by City Council: _____
Date Effective: 1/1/2020

On the _____ day of _____, 2019, the City Council of the City of Omak
passed Ordinance No. 1886.

DATED this _____ day of _____ 2019.

Connie Thomas, City Clerk

Non-Union Employee 2020 Salary Schedule Attachment "A"

Department	Description	Annual Salary	Monthly Salary	Hourly Wage
<u>Elected Officials</u>	Mayor	\$ 15,600	\$ 1,300	N/A
	City Council-\$200 per meeting	N/A		
<u>Full-Time Administrative</u>	City Administrator	\$ 99,960	\$ 8,330	N/A
<u>Municipal Court</u>	Municipal Court Judge	\$ 11,400	\$ 950	N/A
<u>Full-Time Department Heads</u>	Police Chief	\$ 85,944	\$ 7,162	Exempt
	Fire Chief	\$ 84,324	\$ 7,027	Exempt
	City Clerk	\$ 77,172	\$ 6,431	Exempt
	Public Works Director	\$ 82,308	\$ 6,859	Exempt
	Probationary Dept. Head (88% of salary for position)			Exempt
<u>Full-Time Administrative Staff</u>	Building Official	\$ 67,584	\$ 5,632	Exempt
	Assistant Public Works Director	\$ 68,616	\$ 5,718	Exempt
	Deputy Clerk	\$ 54,528	\$ 4,544	\$ 26.22
	Probationary Admin. Staff (88% of salary for position)			
<u>Full-Time Office Staff & Police Secretary</u>				
Grade 5	0-6 months employment	\$ 34,512	\$ 2,876	\$ 16.59
Grade 4	After 6 months employment	\$ 40,644	\$ 3,387	\$ 19.54
Grade 3	After 2 years employment	\$ 42,672	\$ 3,556	\$ 20.52
Grade 2	After 3 years employment	\$ 44,736	\$ 3,728	\$ 21.51
Grade 1	Upon supervisor's recommendation and City Council approval	\$ 46,752	\$ 3,896	\$ 22.48
<u>Full-Time Code Enforcement/Animal Control</u>				
Grade 5	0-6 months employment	\$ 35,760	\$ 2,980	\$ 17.19
Grade 4	After 6 months employment	\$ 37,788	\$ 3,149	\$ 18.17
Grade 3	After 2 years employment	\$ 42,252	\$ 3,521	\$ 20.31
Grade 2	After 3 years employment	\$ 45,348	\$ 3,779	\$ 21.80
Grade 1	Upon supervisor's recommendation	\$ 48,564	\$ 4,047	\$ 23.35

Part-time Temporary/Seasonal Employees

Hourly Wage

Pool Manager	\$17.00
Pool Shift Supervisor	\$14.00
Pool WSI	Current WA St. Minimum Wage \$13.50 per Hour
Temporary Police Officer	\$25.12
Stampede Temporary Police	\$33.18
Seasonal or Part/time Public Works Employees	\$15.00

Volunteer Firefighters

Drills-Per Practice	\$15.00
Fires-Per Call	\$20.00

Stipen

Police Dept. Permanent Part-Time Records Clerk

	<u>Hourly Wage</u>
Grade 5 0-6 months employment	\$15.55
Grade 4 After 6 months employment	\$17.12
Grade 3 After 2 years employment	\$19.33
Grade 2 After 3 years employment	\$20.34
Grade 1 Upon supervisor's recommendation and City Council approval	\$21.41

Longevity for this position will be calculated based on years in service, and added to the Employee's hourly rate per the following scale:

		<u>Added to Hourly Rate</u>
5 years	\$35 per month	\$.20
10 years	\$70 per month	\$.40
15 years	\$105 per month	\$.61
20 years	\$150 per month	\$.87

Monthly Longevity for Full-Time Employees with the exception of Department Heads:

5 years	\$35 per month
10 years	\$70 per month
15 years	\$105 per month
20 years	\$150 per month

MEMORANDUM

To: Cindy Gagnè, Mayor

From: Kevin Bowling, Fire Chief

Date: December 2, 2019

Subject: Resolution 79-2019 – Approve Sole Source Fire Fighting Equipment

Replacement of aging fire fighting turnout gear is included in the proposed 2020 budget. This resolution would authorize the purchase of the gear so the manufacturer can begin to assemble the order. We would not take delivery of purchase until 2020.

The Department is currently using gear manufactured by Globe Products. It is a benefit to the department to maintain the uniformity of our gear and we wish to continue the use of Globe Products. LN Curtis and Sons is the exclusive distributor of Globe Products.

I approve this Resolution and recommend its approval

RESOLUTION NO. 79-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A SOLE SOURCE PURCHASE FOR GLOBE FIREFIGHTING TURNOUT CLOTHING FROM LN CURTIS & SONS.

WHEREAS, the Omak Fire Department needs to update firefighting turnout clothing; and

WHEREAS, to stay uniform with existing clothing it is the desire to purchase Globe products; and

WHEREAS, LN Curtis and Sons, headquartered in Oakland, California is the exclusive authorized distributor for all Globe products in the State of Washington.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak; that purchase for firefighting turnout gear from LN Curtis Sons, a copy of the quote attached hereto as "Exhibit A" is hereby approved.

INTRODUCED and passed this _____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



November 19, 2019

To Whom It May Concern:

This letter is to confirm that LN Curtis & Sons, headquartered in Oakland, California, is our exclusive authorized distributor for **all Globe products** in the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming for Globe Manufacturing Company, LLC.

GLOBE MANUFACTURING COMPANY is a 130-year old family owned and operated business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits, Cairns Protective Clothing, Globe EMS, LLC and Globe FootGear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

LN Curtis & Sons and Globe Manufacturing Company, LLC have been strong partners for many years. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim

Mark Dolim
National Sales Manager

MD/nms

37 LOUDON ROAD, PITTSFIELD, NH 03263 | 800.232.8323 603.435.8323 | GLOBE TURNOUT GEAR.COM

GLOBE MANUFACTURING COMPANY, LLC | GLOBE MANUFACTURING COMPANY-OK, LLC
GLOBE LIFELINE, LLC | GLOBE FOOTWEAR, LLC | GLOBE CARES, LLC

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 02, 2019

Subject: Resolution 80-2019 Approving 2020 Fuel Bid

The attached Resolution No. 80-2019, Acceptance of Bid and Approval of Contract Between Whitley Fuel LLC and the City of Omak for 2020 Petroleum Product Needs, is forwarded for your consideration.

The City advertised for 2020 fuel bids in the Omak Chronicle. Sealed bids were open and read aloud on November 22, 2019 at the hour of 3:00pm. Two Bids were received.

During the calculation of the bids an addition error was discovered. Due to the error, Coleman oil has withdrawn their bid. Whitley Fuel has been determined to be the lowest responsive responsible bidder.

The attached Resolution will award the contract to Whitley fuel for 2020 fuel purchased.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 80-2019

**ACCEPTANCE OF BID AND APPROVAL OF CONTRACT
BETWEEN WHITLEY FUEL LLC AND THE CITY OF OMAK
FOR 2020 PETROLEUM PRODUCT NEEDS**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the bid received from Whitley Fuel LLC for 2020 petroleum products, is hereby accepted. The bid tabulation sheet attached hereto as Exhibit "A", and the contract agreement, attached hereto as Exhibit "B", between the **CITY OF OMAK**, a municipal corporation, and **WHITLEY FUEL LLC** a private corporation, are hereby approved. The Mayor is hereby authorized and directed to execute the contract for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____,
2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Bid Tabulation Sheet

PROJECT TITLE: 2020 Fuel Bids
DEPARTMENT: Public Works, Fire, Police
DATE: November 22, 2019
TIME: 3:00 PM

Contractors:	Whitley Fuel (per gallon bid)	Coleman. (per gallon bid)	
Premium Unleaded	2.8642	2.9184	
Regular Unleaded	2.2616	1.912	<u>Coleman corrected</u> 2.282
Mid-Level Unleaded	2.3929	2.0433	2.4133
Diesel #2	2.5563	2.5801	

Bids were opened and read at 3:00 p.m. on November 22, 2019.

Witness:


 Connie Thomas, City Clerk


 KEN WEARS, PW Dir.

* Coleman oil withdrawn Bid letter dated 11/25/19 ✓



11/25/2019

City Of Omak
PO BOX 72
Omak, WA 98841

Dear Todd McDaniel, City Administrator

As per my email, I inadvertently subtracted the margin from the base price instead of adding it.
Please accept this letter as a request to withdraw Coleman Oil's bid.

Thank You

A handwritten signature in cursive script that reads "Missy Sarbacher".

Missy Sarbacher
Price and Supply Analyst
Coleman Oil Company LLC

ATTACHMENT "A"

Bidders are to specify on the Bid Price Schedule one Oil price Information Service (OPIS) reference city for each product, OPIS is a published by United Communications Group, 9737 Washington BLVD. Suite 200 Gaithersburg, MD 208778. Bidders are to specify a firm fixed price also referred to as per Gallon Markup for each fuel listed. Per Gallon Markup shall include all costs for Overhead, profit, delivery, taxes, ect, and excluding Washington state sales tax and excise tax as may be applicable that are the responsibility of the bidder.

Bids evaluation will consider total price*, contractor's qualifications, ability to deliver, capacity to deliver, proximity of fueling sites, and all other pertinent information that ensure safe reliable fueling operations.

CITY OF OMAK
2020 PETROLEUM PRODUCTS

	EST. Vol	Rack City	Branded or non-branded	OPIS Price as Published 11/5/2019	Mark up	Price*
Premium Ethanol Free	250	Spokane	branded	2.7334	.185	2.9184
Regular Unleaded	10,000	Spokane	branded	2.097	.185	1.912
Mid Range Unleaded	30000	Spokane	branded	2.2283	.185	2.0433
Diesel No. 2	6000	Spokane	branded	2.3751	.205	2.5801

* Excluding Washington state sales & excise tax

VOLUMES ARE IN GALLONS AND PRICES IN DOLLARS PER GALLON.

ALL BIDS SHALL BE FOR A SELF SERVICE DELIVERY SYSTEM

THE FOLLOWING DEVIATIONS FROM BID SPECIFICATIONS ARE INCLUDED IN MY BID:

FIRM NAME: Coleman Oil Collc
 MAILING ADDRESS: PO Box 1308 Lewiston ID 83504
 PHONE NUMBER: 888 799 2000
 RESPONSIBLE OFFICER: Missy Sarbacher
 Signature: Missy Sarbacher (Please print)
 Date: 11/15/19
 Title: Analyst

CFU located at OMAK Travel Plaza
800 E Riverside Dr OMAK WA

ATTACHMENT "A"

Bidders are to specify on the Bid Price Schedule one Oil price Information Service (OPIS) reference city for each product, OPIS is published by United Communications Group, 9737 Washington BLVD. Suite 200 Gaithersburg, MD 208778. Bidders are to specify a firm fixed price also referred to as per Gallon Markup for each fuel listed. Per Gallon Markup shall include all costs for Overhead, profit, delivery, taxes, ect, and excluding Washington state sales tax and excise tax as may be applicable that are the responsibility of the bidder.

Bids evaluation will consider total price*, contractor's qualifications, ability to deliver, capacity to deliver, proximity of fueling sites, and all other pertinent information that ensure safe reliable fueling operations.

**CITY OF OMAK
2020 PETROLEUM PRODUCTS**

	EST. Vol	Rack City	Branded or non-branded	OPIS Price as Published 11/5/2019	Mark up	Price*
Premium Ethanol Free	250	Spokane	Phillips 66-B	2.3596	.5046	2.8642
Regular Unleaded	10,000	Spokane	Phillips 66-B	2.097	.1646	2.2616
Mid Range Unleaded	30000	Spokane	Phillips 66-B	2.2283	.1646	2.3929
Diesel No. 2	6000	Spokane	Phillips 66-B	2.3751	.1812	2.5563
* Excluding Washington state sales & excise tax						

VOLUMES ARE IN GALLONS AND PRICES IN DOLLARS PER GALLON.

ALL BIDS SHALL BE FOR A SELF SERVICE DELIVERY SYSTEM

THE FOLLOWING DEVIATIONS FROM BID SPECIFICATIONS ARE INCLUDED IN MY BID:

FIRM NAME: Whitley Fuel LLC
 MAILING ADDRESS: PO Box 907, Okanogan WA 98840
 PHONE NUMBER: 509 422 3128
 RESPONSIBLE OFFICER: Brian H Whitley
 (Please print)
 Signature: [Signature] Date: 11/22/19
 Title: Manager

INVITATION TO BID
CITY OF OMAK
PETROLEUM BID FOR 2020

The City of Omak is seeking bids for supplying the 2020 FUEL REQUIREMENTS for the City.

Sealed bids will be received by the City Clerk of the City of Omak, P. O. Box 72, 2 North Ash, Omak, WA 98841, until 3:00 p.m., November 22, 2019.

Bid specifications and bid forms can be obtained from the City Clerk's Office, at the above address or by calling (509) 826-1170.

City of Omak

Connie Thomas
City Clerk

INFORMATION TO BIDDERS

Estimated requirements for the petroleum products for 2019 are as follows:

UNLEADED FUEL	10,000 GALLONS
MID-GRADE UNLEADED FUEL	3,500 GALLONS
SUPER UNLEADED – Ethanol Free	250 GALLONS
DIESEL FUEL	6,000 GALLONS

All bids shall be on the first grade petroleum products of major companies such as Chevron, Shell, Arco, Texaco, Mobile, Exxon, or equal, and shall be named in the "Oil Price Information Service." The successful bidder will be required to document his monthly statements and invoices to the satisfaction of the City of Omak with the OPIS prices used in calculating his invoice prices. All bids shall contain:

- 1) Provision for a secure single card system with a monthly computer printout of products purchased during the past month; and
- 2) Ability to purchase petroleum products at other locations outside of the Omak area.

All bids shall be in conformance with bidding specifications, which are available at the office of the Omak City Clerk.

The contract shall be let under the terms of RCW 35A.40.210, to the lowest responsible bidder; taking into consideration, in addition to the price, the ability, capacity and skill to perform the contract; the character, integrity, experience and efficiency of the bidder; previous and existing compliance with laws relating; and such other information as may be secured having a bearing on the decision to award the contract.

The City of Omak reserves the right to accept any portions of the items bid excluding others, whenever such is in the best interest of the city, to accept or reject any or all bids, and to waive minor informalities.

CITY OF OMAK PETROLEUM CONTRACT - TERMS AND CONDITIONS

CONTRACT PERIOD - Initial contract shall commence on the 1st day of January, 2020 and be terminated on the 31st day of December, 2020.

SCOPE - This bid is for the purchase of fuels utilizing a self-service fuel dispensing system. The following shall be included in this bid as mandatory items:

- 1) Regular Unleaded gasoline
- 2) Mid-Grade Unleaded gasoline
- 3) Premium Unleaded Ethanol Free gasoline
- 4) Diesel Fuel No. 2

BID PRICES - Bidders shall bid their fuel prices on Attachment A. **BID PRICES ARE TO BE EXCLUSIVE OF ALL SALES TAX AND EXCISE TAXES THAT ARE THE RESPONSIBILITY OF THE BIDDER. BID PRICES ARE TO BE BASED ON THE OPIS PRICES THAT ARE PUBLISHED IN THE OPIS PRICE PUBLICATION DATED NOVEMBER 5, 2019.**

PRICE ESCALATION - Contract prices will be allowed to increase or decrease after bid opening and during the terms of the contract. All contract price adjustments shall be based solely on the change in the Vendor's certified supplier's listed price for ONE of the following cities: Seattle, Spokane or Pasco, as reported in the weekly publication, Oil Price Information Service (OPIS). No other price changes method (such as referencing your own posted price list or your supplier's price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid non-responsive.

Bidder shall specify his certified supplier and the price adjustment reference city (Seattle, Spokane, or Pasco) to be used for contract price adjustment on Attachment A. One supplier and one reference city may be specified by each bidder for each product bid. If OPIS does not list the supplier, or one or more supplier product prices for a reference city, the listed average price for that city shall be issued.

Any upward or downward change in the certified supplier's prices from one OPIS publication to the next will be added to or subtracted from the previous contract price. The effective date of the price change will be on the Monday following the date of the OPIS publication which reflects the price change.

The first price adjustment shall be based on the difference in the prices from the OPIS prices established on **December 24, 2019**. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be **January 1, 2020**. The successful bidder will be required to document his monthly invoices from the OPIS statements used in calculating said invoices, to the satisfaction of the City of Omak. If it appears that an error has occurred on any OPIS issue, the publisher shall be contacted for clarification.

Approved price changes or other amendments to the contract shall be documented through the use of a "Contract Change Notice."

All contract fuel price changes shall be on a cents per gallon basis.

Requests for price increases to compensate for other increases in the cost of doing business, other than OPIS price changes will not be considered.

Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to the city or result in prices, which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, the cities reserve the sole right to cancel this

contract upon giving the Vendor ten (10) days notice. The City shall not be responsible for any costs or lost profits resulting from such contract cancellation.

QUALIFICATIONS OF THE BIDDER: At the time of the bid opening, bidder must be an established refiner, distributor or dealer with facilities, personnel and equipment to perform all requirements herein.

CERTIFICATION OF SUPPLIER: Bidders, other than refiners of the products bid, shall submit with their bid a letter from their supplier or copy of current supply contract certifying that the volumes and products offered are available to the bidder.

NON-EXCLUSIVE CONTRACT: This is a non-exclusive contract whereby Omak may, in case of emergency or special circumstances purchase from any service station.

KEY CARD OR OTHER SELF-DELIVERY METHODS: Bidders shall select to bid as a self delivery system. Bidders shall provide for a secure single card system with a monthly computer printout of products purchased during the past month; and ability to provide petroleum products at other locations outside of the Omak area.

DEVIATIONS: Deviations from any part of the "Invitation to Bid" must be clearly noted and explained in compliance detail on bidder's return bid documents.

METHOD OF AWARD: Bidders are to bid a single per gallon price for each category listed. Bid prices shall be evaluated as being in effect on the date of bid opening.

CONTRACTOR:

CITY OF OMAK, a municipal corporation

Whitley Fuel LLC
Company Name

Cindy Gagne, Mayor

Ba
Signed

Date

11/22/19
Date

ATTEST:

Connie Thomas, City Clerk

ATTACHMENT "A"

Bidders are to specify on the Bid Price Schedule one Oil price Information Service (OPIS) reference city for each product, OPIS is published by United Communications Group, 9737 Washington BLVD. Suite 200 Gaithersburg, MD 208778. Bidders are to specify a firm fixed price also referred to as per Gallon Markup for each fuel listed. Per Gallon Markup shall include all costs for Overhead, profit, delivery, taxes, ect, and excluding Washington state sales tax and excise tax as may be applicable that are the responsibility of the bidder.

Bids evaluation will consider total price*, contractor's qualifications, ability to deliver, capacity to deliver, proximity of fueling sites, and all other pertinent information that ensure safe reliable fueling operations.

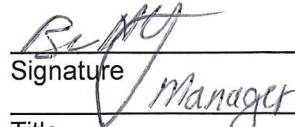
CITY OF OMAK
2020 PETROLEUM PRODUCTS

	EST. Vol	Rack City	Branded or non-branded	OPIS Price as Published 11/5/2019	Mark up	Price*
Premium Ethanol Free	250	Spokane	Phillips 66-B	2.3596	.5046	2.8642
Regular Unleaded	10,000	Spokane	Phillips 66-B	2.097	.1646	2.2616
Mid Range Unleaded	30000	Spokane	Phillips 66-B	2.2283	.1646	2.3929
Diesel No. 2	6000	Spokane	Phillips 66-B	2.3751	.1812	2.5563
* Excluding Washington state sales & excise tax						

VOLUMES ARE IN GALLONS AND PRICES IN DOLLARS PER GALLON.

ALL BIDS SHALL BE FOR A SELF SERVICE DELIVERY SYSTEM

THE FOLLOWING DEVIATIONS FROM BID SPECIFICATIONS ARE INCLUDED IN MY BID:

FIRM NAME: Whitley Fuel LLC
 MAILING ADDRESS: PO Box 907, Okanogan WA 98840
 PHONE NUMBER: 509 422 3120
 RESPONSIBLE OFFICER: Brian H Whitley
 (Please print)
 Signature:  Date: 11/22/19
 Title: Manager

V. Felton

1) SUPPLIER QUESTIONNAIRE:

The following information is to be furnished and may be used in reviewing bidder's delivery and service capabilities and overall qualifications.

Indicate which one of the following best defines your company's activity and the number of years you have been in this business under the present name.

CHECK ONE: Refiner _____ Brand Jobber No. of Years 30+

Distributor _____ No. of Years _____
Other _____ No. of Years _____

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: December 2nd, 2019

Subject: **Resolution No. 81-2019** Approving Amendment No.8 with G&O for Asotin Street and Railroad Avenue Stormwater System Improvements.

The Attached Resolution: **81-2019, A Resolution of the Omak City Council Approving Amendment No. 8 to the Professional Engineering Services Agreement with Gray & Osborne, Inc. for Asotin Street and Railroad Avenue Stormwater System Improvements.** is forwarded for your consideration.

The Cities Engineering Consultant has written up the Scope of Work for the design engineering services, as are explained in detail in Exhibit A & B. The project is to design and construction administrative services for the Asotin Street and Railroad Avenue Stormwater System Improvements project.

I support this resolution.

RESOLUTION NO. 81-2019

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 8 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR ASOTIN STREET AND RAILROAD AVENUE STORMWATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution 74-2019; and

WHEREAS, it is necessary to secure professional engineer consulting services for the Asotin Street and Railroad Avenue Stormwater System Improvements; and

WHEREAS, the scope of work and engineering cost for providing these services is \$102,000.00, as shown in the attached.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that **Amendment No. 8 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" 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

**AMENDMENT NO. 8
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, 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 – Asotin Street and Railroad Avenue Stormwater System Improvements

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: 
(Signature)

By: _____
(Signature)

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

Name: _____
(Print)

Date: 11/27/19

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

CITY OF OMAK ASOTIN STREET AND RAILROAD AVENUE STORMWATER SYSTEM IMPROVEMENTS

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for design and construction administration services for the Asotin Street and Railroad Avenue Stormwater System Improvements project. It is our understanding that the project consists of the replacement of approximately 1,650 feet of 12-inch and 15-inch storm drain pipe with new CPEP and PVC storm drain pipe. We understand that the project also includes the replacement of catch basins and storm drain manholes within the project area, stormwater lift station improvements including electrical, controls, and pump replacement, and restoration of surfaces disturbed during construction. It is our understanding that the work will be funded through a combination of CDBG grant and program income funds.

More specifically, the work will include:

TASK 1 – DESIGN ENGINEERING SERVICES

Project Management – This task will include the following:

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

Environmental NEPA/SEPA/Section 106 Consultation – The objective is to examine the project relative to the State Environmental Policy Act (SEPA), National Environmental Policy Act (NEPA), and Section 106 of the National Historic Preservation Act. This task will include the following:

- Provide environmental assessment of the project area to satisfy NEPA requirements for analysis of the environmental impacts of construction and operations of the project. This assessment will be prepared to satisfy CDBG funding program requirements for eligibility. All costs for publication to meet public notice requirements will be paid for by the City. It is our understanding that the City will contract with its historical and archaeological consultant for any historical and archaeological survey work required.
- Prepare SEPA expanded checklist for the project area, and where applicable, present mitigation measures. Checklists shall be prepared for use by the City to assist making a threshold determination regarding the proposed improvements. The preparation of an Environmental Impact Statement (EIS), if required, is not included in this scope. All costs for

publication and circulation of the Notice of Determination of Non-Significance, as applicable, will be paid for by the City.

- Coordinate work as needed with the City's historical and archaeological survey consultant.
- Coordinate with appropriate regulatory agencies to determine environmental study needs and to satisfy agency requirements.

Design Survey – The objective is to establish vertical and horizontal control necessary for the design and construction of the project that includes identifying existing utilities, alignment, structures and other related work. We will team with BDK Engineering, LLC, to accomplish design survey work. This task will include the following:

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

Preliminary Design – The objective is to develop preliminary design concepts and construction drawings at preliminary design phase (35%). Design plans and specifications will be prepared in City-approved format and will be developed to satisfy CDBG program requirements. This task will include the following:

- Prepare preliminary plans at a scale of 1"=20'. These Plans will incorporate City design standards, as applicable.
- Incorporate available utility record drawing information, plat map (property line) and rights-of-way information.
- Prepare preliminary specifications, to include proposal, contract, and bonding requirements.
- Provide preliminary construction cost estimate.
- Determine and describe local, state, and federal permits, and licenses required for construction of the proposed improvements. Prepare and submit said permits and approval applications prior to completion of design. The City will pay any permit and approval review fees.

- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.
- Review preliminary plans, specifications, and cost estimates with the City.

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

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

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

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

TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES

Project Management – The objective is to act as liaison between the City and the Contractor through the course of construction. This task will include the following:

- The City's instructions to the Contractor will be issued through the Engineer who will have authority to act on behalf of the City to the extent provided in the Contract Documents.
- Coordinate, review project costs, and provide cost information and supporting cost documentation to the City Clerk to aid in any audits.
- Assist the City in community relations to include responding to questions and concerns of the public regarding the proposed project construction.

Preconstruction Conference – The objective is to coordinate and conduct a preconstruction conference for the project. This task will include the following:

- Coordinate and conduct a preconstruction conference and prepare and distribute meeting minutes to attendees.

Construction Staking – The objective is to provide construction staking in accordance with the Contract Documents. We will team with BDK Engineering, LLC, to accomplish design survey work. This task will include the following:

- Establish intermediate elevation benchmarks and/or control points, as needed, to check work at the project site.
- Provide offset alignment staking and benchmarks for grade control to assist the Contractor in construction of the project.
- Provide two offset stakes for each structure to be constructed.

Construction Contract Administration – The objective is to provide contract administration support services during construction of the project. This task includes the following:

- Coordinate and conduct on-site construction meetings every two weeks or as may be required by on-site construction activities with the Contractor and the City. Prepare and distribute minutes of meetings to all attendees.
- Review the Contractor's monthly progress payment requests and prepare monthly progress estimates based on the Resident Inspector's judgement of the value of work completed during the pay period.

- Represent the City's interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization of the City and funding agency.
- Provide notices of substantial and physical completion and recommend final acceptance of the project. Obtain bonds, warranties, and record drawings from the Contractor. Prepare the "Certificate of Completion of Public Works Contract" form and assist the City with release of the retained percentage or retainage bond.

Office Engineering – The objective is to provide engineering support services for the project during construction. This task includes the following:

- Review shop drawings and submittals for compliance with design intent and general conformity to the Contract Documents.
- Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract Documents.
- Respond to the Contractor's requests for information (RFIs), questions, and provide interpretation of the Contract Documents that address and clarify design intent. Maintain records of telephone meetings concerning design intent.
- Estimate the added or reduced cost of changes during the course of construction to be used in negotiation of change orders. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- Issue weekly reports to the City and Contractor with respect to construction time consumed on the project.
- Prepare record drawings from field observations and information provided by the Contractor.

Resident Construction Inspection – The objective is to provide resident construction inspection for the project to monitor conformance of the Contractor's work with the Contract Documents. This task includes the following:

- Provide resident construction inspection to monitor conformance of the Contractor's work with the Contract Documents.
- Prepare and maintain daily logs, lists of construction deficiencies or other construction issues, weekly schedule reports, job site photos, quantity measurements, and correspondence for the project.

- Review and comment on the Contractor's construction schedule. Monitor the Contractor's progress in relation to the schedule for the project.
- This scope of work is based on providing part-time inspection services during construction of the project for 25 consecutive working days (200 hours). An amendment to this agreement shall be executed to reimburse the Engineer for inspection time required beyond this limit, should the allowable inspection time be exceeded.

BUDGET

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

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

REQUIRED FEDERAL STANDARD PROVISIONS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ACCESS TO RECORDS CLAUSE

The city/town/county, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the contract for the purposes of making audit, examination, excerpts, and transcriptions.

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the City/Town/County or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three (3) years after final audit of the city/town/county's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the city/town/county shall request a longer period of record retention.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794)

CONFLICT OF INTEREST PROVISION

Interest of Consultant and Employees:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, SECTION 3

COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND
BUSINESS OPPORTUNITIES CLAUSE

(Applies to Contracts over \$100,000)

- (a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these provisions.

- (c) The Consultant will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EXHIBIT "C"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Omak
Asotin Street and Railroad Avenue Stormwater System Improvements*

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Electrical Eng. Hours	Field Inspector Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
Task 1 - Design Engineering						
Project Management		4				
Environmental		4	40			
Preliminary Design	2	8	8	24		32
Final Design	2	20	48	40		108
Bid and Award Services		8	24	8		
Task 2 - Construction Administration						
Project Management		4				
Preconstruction Conference		4	4			
Construction Contract Administration		4	24	8		
Office Engineering		4	48	16		8
Resident Construction Inspection					200	
Hour Estimate:	4	60	196	96	200	148
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$93 to \$135	\$120 to \$190	\$81 to \$145	\$50 to \$132
Estimated Fully Burdened Billing Rate:*	\$150	\$140	\$130	\$170	\$100	\$130
Fully Burdened Labor Cost:	\$600	\$8,400	\$25,480	\$16,320	\$20,000	\$19,240

Total Fully Burdened Labor Cost:	\$ 90,040
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 4,117
Subconsultant:	
BDK Engineering, LLC	\$ 7,130
Subconsultant Overhead (10%)	\$ 713
TOTAL ESTIMATED COST:	\$ 102,000

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 02, 2019

Subject: Resolution 82-2019 Approving PUD Easement at Omak Airport

The attached Resolution No. 82-2019, Approving a Right of Way Easement to the Public Utility District No. 1 of Okanogan County, is forwarded for your consideration.

Existing operations and planned development at the Omak Airport require fiber communication connections and new power supply. The PUD requires an easement to install and maintain the infrastructure to support these services.

The City and the PUD discussed several routes that could be used to make service connections. Connecting at Bid-A-Wee and running north along Ross Canyon Made the most sense to connect the existing and future facilities. The PUD is installing fiber the entire length and installing power conduit from Bid-A-Wee to a junction box across from the new DNR well site. This will save us approximately 1400' feet of anticipated trenching costs in the DNR project.

Mick revised the PUD's initial agreement because of the easement's proximity to the airport.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 82-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK
APPROVING A RIGHT OF WAY EASEMENT TO PUBLIC UTILITY DISTRICT
NO. 1 OF OKANOGAN COUNTY**

WHEREAS, the City of Omak requires reliable power and communications services at the Omak Municipal Airport to support its essential functions; and

WHEREAS, the Public Utilities District No. 1 of Okanogan County (PUD) is the provider of these services and requires a dedicate right of way easement to install and maintain the necessary lines and equipment to provide our required services; and

WHEREAS, the PUD has requested a 25 easement along the western side of Ross Canyon Road from Bide-A-Wee Road, north to Airport Road; and

WHEREAS, the legal description and rights of use are contained within the Right of Way Easement agreement associated with PUD work order #20190617.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak the Right of Way Easement between the City of Omak and Public Utility District No. 1 of Okanogan County, a copy of which is attached hereto and marked as Exhibit "A", for the installation and maintenance of power and communication equipment is hereby approved and the Mayor is authorized and directed to execute said document on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2019.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

When recorded return to:

Public Utility District No. 1 of Okanogan County
P. O. Box 912
Okanogan, WA 98840

RIGHT OF WAY EASEMENT

Grantor: City of Omak, a municipal corporation
Grantee: Public Utility District No. 1 of Okanogan County
Legal Description: E ½ SE
Additional legal(s) on page:
Assessor's Tax Parcel ID#3426112002
Reference Nos. of Related Documents:

For valuable consideration CITY OF OMAK convey(s) and warrant(s) to PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY, STATE OF WASHINGTON, a municipal corporation, its successors and assigns, the right to construct, reconstruct, excavate and maintain underground electrical and communications distribution systems consisting of wires, transformer vaults, and associated fixtures consistent with PUD Work Order #20190617 as depicted in Exhibit A attached hereto to be located along and under the following described property in Okanogan County, State of Washington, to wit:

THE EASTERLY 25 FEET OF THE EAST HALF OF THE
SOUTHEAST QUARTER, SECTION 11, TOWNSHIP 34 NORTH,
RANGE 26 EAST, W.M.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF
WASHINGTON.

Together with rights to:

1. remove without liability brush, trees, lawn shrubbery and other obstructions that interfere or may interfere with construction, maintenance and operation of the electrical facilities;
2. lease, sublease or issue use permits on the Public Utility District's underground facilities for telephone, television and other communication systems.

The easement described in this instrument shall be a covenant running with the land and shall be for the benefit and use of the Grantee, its successors and assigns.

STATE OF WASHINGTON)
 : ss
County of Okanogan)

On this day personally appeared before me, a Notary Public in and for said county and state, _____, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

_____ (printed name)
Notary Public in and for the State of _____
My Commission expires: _____

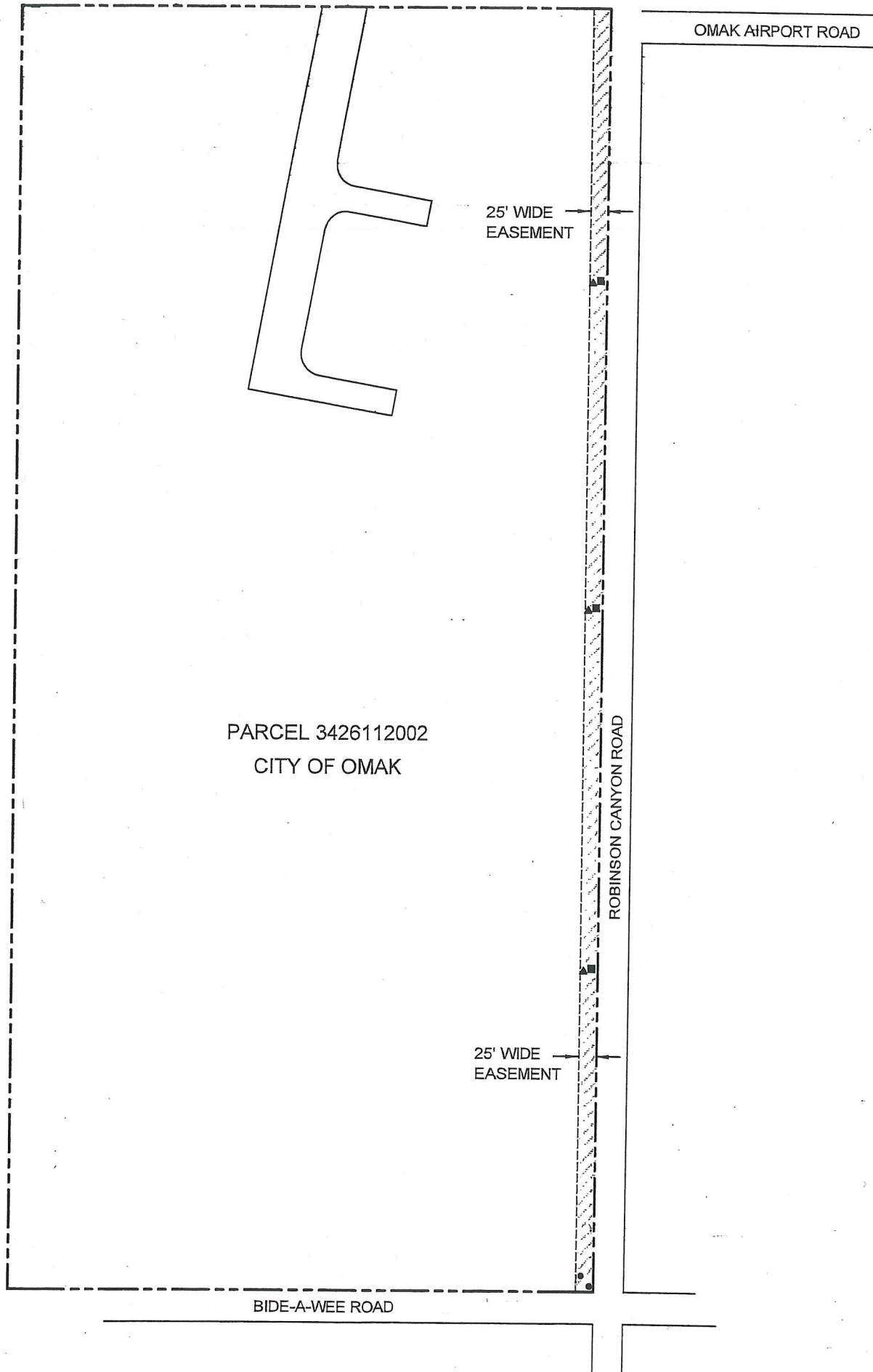
EXHIBIT "A"



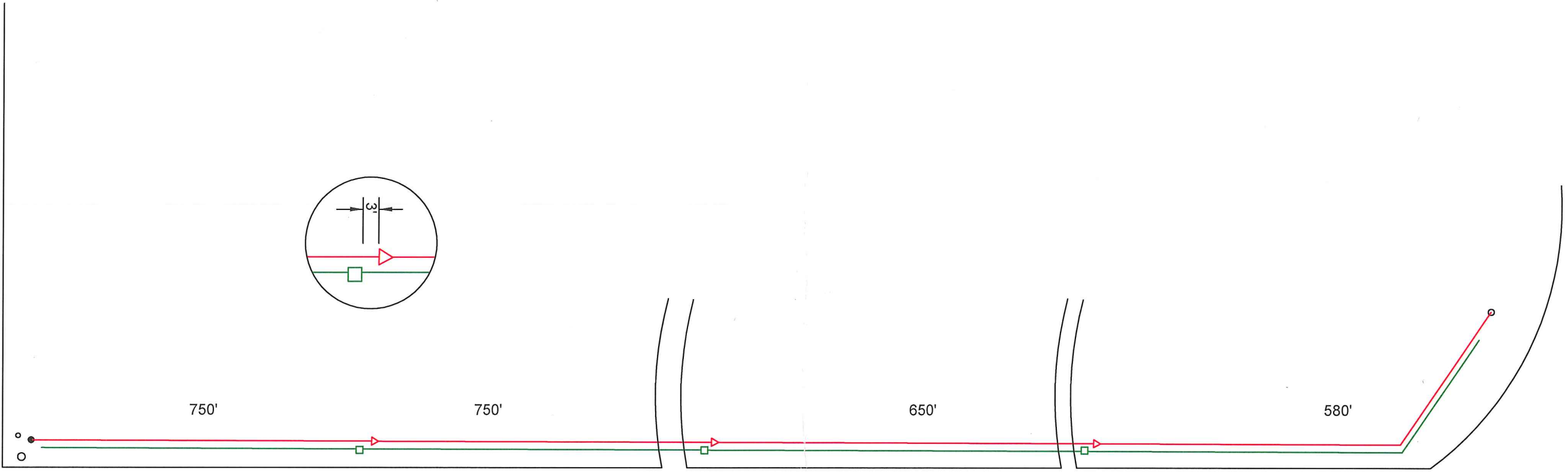
T34, R26, S11

LEGEND

- Power/Fiber Pole
- Electrical Junction
- ▲ Fiber Pedestal



AIRPORT



ROBINSON CANYON

AIRPORT RD

BIDE-E-WEE

LEGEND

- ▲ FIBER PEDESTAL
- ELECTRIC VAULT
- (1) 2" FIBER CONDUIT
- (3) 2" ELECTRIC CONI