
AGENDA
OMAK CITY COUNCIL MEETING
Monday, January 6, 2020 – 7:00 PM



A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Michael Howe, City Attorney - Oath of Office for Councilmembers





-  Steve Clark
-  Barry Freel
-  Dave Womack
-  Walt Womack

2. Affirm Appointment of Barry Hansen to the Omak Planning Commission

E. CONSENT AGENDA:

- 1. Approval of minutes from December 16, 2019**
- 2. Approval of 2019 & 2020 Claims and December '19 Payroll**

G. NEW BUSINESS:

- 1. Res. 01-2020 – Approve Grant Agreement with WA State TIB – 5th Ave, Benton, US97 Sidewalk** 
- 2. Res. 02-2020 – Approve Agreement with AWC for Workers' Compensation Safety Alliance Progs.** 
- 3. Res. 03-2020 - Vacating Jonathan Right-of-Way – Housing Authority of Okanogan County** 
- 4. Res. 04-2020 – Approve Agreement with OK CDL Training – Eastside Park Use** 

H. 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.

ORIGINAL



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Main body of the document containing several paragraphs of handwritten text. The text is very faint and difficult to read, but appears to be organized into distinct sections or paragraphs.

Handwritten text at the bottom of the page, possibly a signature, date, or footer, which is also mostly illegible.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: January 6th, 2020

Subject: **Resolution No. 01-2020** TIB 5th Ave., Benton to US 97 sidewalk project.

The attached **01-2020 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 5TH AVENUE, BENTON STREET TO US 97 SIDEWALK PROJECT, TIB PROJECT NUMBER P-E-987(P04)-1;** is forwarded for your consideration.

The Transportation Improvement Board has awarded a grant for a new 5-foot wide sidewalk, curb and gutter to be installed to complete the gap between the existing pedestrian path and the community center. Storm drainage facilities or swales will be added to collect and infiltrate stormwater. As stated in the resolution, TIB funds for this project are \$244,150.00, which is 95% of the total project, and 5% will be the match from the City of Omak.

I approve of this resolution and urge adoption.

RESOLUTION NO. 01-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 5TH AVENUE, BENTON STREET TO US 97 SIDEWALK PROJECT, TIB PROJECT NUMBER P-E-987(P04)-1

WHEREAS, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for the 5th Avenue, Benton St. To US 97 sidewalk project; and

WHEREAS, the total costs for this project estimated at \$257,000.00; and

WHEREAS, the Transportation Improvements Board will provide grant funds of 95% of this project equalling \$244,150.00; and

WHEREAS, the City of Omak will provide the additional 5% match of \$12,850.00 for the completion of the project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Omak, Washington accepts the grant with the Washington State Transportation Improvement Board, for the 5th Avenue, Benton Street to US 97 Sidewalk Project, a copy of which is attached hereto as Exhibit "A," and the Mayor authorized to execute the agreement on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Washington State
Transportation Improvement Board

EXHIBIT A

RECEIVED
DEC 02 2019
CITY OF OMAK

November 22, 2019

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem P.E.
City of Sumner

Sue Dreier
Pierce Transit

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mark Kulaas
Douglas County

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Steve Roark, P.E.
WSDOT

Councilmember Mike Todd
City of Mill Creek

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Mr. Ken Mears
Public Works Director
City of Omak
Post Office Box 72
Omak, WA 98841-0072

Dear Mr. Mears:

Congratulations! We are pleased to announce the selection of your project, 5th Avenue, Benton St to US 97, TIB project number P-E-987(P04)-1.

Total TIB funds for this project are \$244,150.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Gloria Bennett, TIB Project Engineer, at (360) 586-1143 or e-mail GloriaB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



Transportation Improvement Board

Project Funding Status Form

Agency Name: **OMAK**
Project Name: **5th Avenue**
Benton St to US 97

TIB Project Number: **P-E-987(P04)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OMAK	12,850	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	12,850	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City of Omak
P-E-987(P04)-1
5th Avenue
Benton St to US 97

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Omak
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 5th Avenue, Benton St to US 97 (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Omak, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$244,150 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 6, 2020

Subject: **Resolution 02-2020**- AWC Safety Alliance agreement

The attached Resolution 02-2020, Approving a Participation Agreement Between the City of Omak and the Association of Washington Cities for Workers' Compensation Safety Alliance Program, is forwarded for your consideration.

AWC has assisted the city with the administration of our L&I claims through their "Retro Program." Due to higher 3-year claim averages, we are no longer eligible to be part of this pool program.

AWC can continue to provide us service through their "Safety Alliance" program. This program continues to provide the same services at the same cost of the "Retro Program." The only real difference in the two programs is the ability to participate in the rebate program that is offered through the "Retro Program."

I would expect our three-year claims average to go down over the next year. In 2021 we should meet the eligibility requirements to rejoin the "Retro Pool."

It is also worth noting that our L&I rates for 2020 have gone up significantly due to our loss ratios and L&I rate formulations. We are working with AWC to see how we can get these claim ratios down, by better utilization of a return to work policy and risk management services.

I support this Resolution and recommend its approval.

RESOLUTION NO. 02-2020

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING A PARTICIPATION AGREEMENT BETWEEN THE CITY OF OMAK AND THE ASSOCIATION OF WASHINGTON CITIES FOR WORKERS' COMPENSATION SAFETY ALLIANCE PROGRAM

WHEREAS, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS, the Association of Washington Cities (AWC) has provided services in the administration of Labor and Industries (L&I), loss prevention, and risk management through their "Retro Pool" program; and

WHEREAS, the City's three-year L&I claims history exceeds the requirements for eligibility in AWC's "Retro Pool" program; and

WHEREAS, AWC can continue to provide LNI services to the City by enrollment in their "Safety Alliance" program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the "Safety Alliance" Participation Agreement between the City of Omak and the Association of Washington Cities, a copy of which is attached hereto as Exhibit "A", is approved. The Mayor is authorized and directed to execute the same on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Association of Washington Cities Workers' Compensation Retro Program Safety Alliance

EXHIBIT A

Participation Agreement

As a member in good standing with the Association of Washington Cities

City of Omak

Member name

006,607-00

L&I account number

Enrolls by this agreement as a member in the Association of Washington Cities Retro Program Safety Alliance ("Safety Alliance") to administer workers' compensation claims made to the Washington State Department of Labor and Industries ("L&I").

The Safety Alliance offers Association of Washington Cities ("AWC") member and associate member jurisdictions the ability to have professional claims management and loss prevention services without sharing in the risk of assessments nor the reward of refunds as in the AWC Workers' Comp Retro Pool ("Retro Pool").

1. Mission and goals of the Safety Alliance:

Mission

- A. Professional management of all L&I claims;
- B. Proactive risk management; and
- C. A forum for innovative techniques in risk reduction.

Goals

- A. Be the premier workers' compensation program in the State of Washington;
- B. Achieve and maintain the highest standards for comprehensive employee safety programs; and
- C. Provide financial stability and exceptional stewardship of public resources.

2. Administration & management of the Safety Alliance:

AWC is responsible for the day-to-day operation of the Safety Alliance, which include:

- A. Assisting program participants in reducing the frequency and severity of industrial injuries;
- B. Educating program participants in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system, Risk Console;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services.

- F. Representation at the Board of Industrial Insurance Appeals (BIIA) through mediation.
- G. Providing assistance with abatement and appeals of DOSH citations.
- H. Gathering required information and submitting Stay at Work (SAW) reimbursement requests with L&I.
- I. Maintaining the OSHA Injury and Illness log for all members.

Safety Alliance Member agrees to:

- A. Remain a member of the Safety Alliance through the annual term of this agreement;
- B. Abide all Retro Program Policies as adopted by the AWC Retro Board;
- C. Comply with all applicable laws, rules and regulations set forth by L&I;
- D. Participate in safety and loss prevention programs available as a Safety Alliance member, including striving to have at least one field employee complete training to become a Retro Safety Coordinator;
- E. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- F. Maintain membership in the Association of Washington Cities through the year for each year of Safety Alliance participation;
- G. Provide notification 30 days before the end of the term if the service program member wishes to terminate the automatic renewal of the agreement.
- H. Non-payment of service fees as agreed will result in termination from the program.

6. Safety Alliance Service Fee:

Safety Alliance members are required to pay program fees of 6.5% of premium to join the Safety Alliance Program. Safety Alliance members do not participate in the "good performance rebate" available to Group Retro Pool members.

7. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

8. Term of agreement:

The term of this agreement is one year, effective on January 1, 2020, and renewing automatically each subsequent year unless the AWC Retro Safety Alliance is notified in writing thirty days prior to the start of the year that the Safety Alliance member wishes to terminate agreement.

Authorized by AWC Retro Program Safety Alliance member:

(Printed name)

(Title)

(Signature)

(Address/Street)

(City/Town applicant)

(Date)

Authorized by AWC Retro Program Safety Alliance:

Peter B. King

(Title)

(Signature)

(Address/Street)

(Form revised 12-15-16)

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 6, 2020

Subject: Resolution 03-2020 Vacating Johnathan ROW Housing Authority

The attached **Resolution No. 03-2020, Initiating the Vacation of City Right-of-Way**, is forwarded for your consideration.

This resolution initiatives the vacation of a 30', of unimproved ROW that runs along the north property line of Mangat Properties trailer court at 615 N. Oak Street. This ROW will be replaced by a 60' ROW that will be dedicated to the City from the Housing Authority of Okanogan County, upon final approval of their Planned Development. As a result of the 60' dedication, the 30' existing ROW is surplus to the City's needs.

The new dedication and request for vacation are a result of encroachments that exist withing the existing 30' ROW. Through an agreement with the adjacent property owners, land was purchased and exchanged to protect existing housing inventory and make way for the new Housing authority Development.

In the end, Jonathan ROW will be 60' in width. It will be located 30' north of its original alignment as it leaves Oak Street and will transition back to it's original alignment to the east at Pine Street.

I support this Resolution and Urge its Adoption.

**CITY OF OMAK
OKANOGAN COUNTY, WASHINGTON
RESOLUTION NO. 03-2020**

A RESOLUTION INITIATING THE VACATION OF CITY RIGHT-OF-WAY

WHEREAS, Jonathon Avenue right-of-way lying east of Oak Street, north of the north property line of Okanogan County Assessor Parcel No. 3426250113, west of the westerly boundary of the dedicated right-of-way for Pine Street, and south of the south property line of Okanogan County Assessor Parcel No. 8851700010 (as it existed on January 1, 2019); and

WHEREAS, a thirty (30) feet of right-of-way along 9th Avenue East, now identified as Johnathan Avenue was deeded for the purpose of a Public Street, Okanogan County recording 594865, February 21, 1973, vol, 244, pg 146; and

WHEREAS, the City has determined that improvements from development of Okanogan County Assessor Parcel No. 3426250113 are encroaching into the dedicated right-of-way for Jonathan Avenue; and

WHEREAS, the Housing Authority of Okanogan County (HAOC) acquired Okanogan County Assessor Parcel No. 8851700010 in November of 2016; and

WHEREAS, the HAOC has submitted an application for a Planned Development of its aforementioned property; and

WHEREAS, the City entered into a Settlement Agreement with Mangat Properties 1 LLC, and Shackette Credit Shelter Trust by Resolution 18-2019 to mitigate the need for removal of improvements encroaching into the Johnathan Avenue right-of-way; and

WHEREAS, preliminary approval of the Planned Development was granted by the Omak City Council on April 1, 2019; and

WHEREAS, said preliminary approval is conditioned on the HAOC dedicating sixty (60) feet of property along the south property line of Okanogan County Assessor Parcel No. 8851700010 to the City; and

WHEREAS, the preliminary approval also requires that Jonathan Avenue and appurtenant improvements be constructed within the newly dedicated sixty (60) feet right of way adjoining HAOC property; and

WHEREAS, with the addition of the sixty (60) feet of right-of-way dedicated to the City by the HAOC as a condition of approval of the Planned Development, the original thirty (30) feet of dedicated right-of-way, encroached upon by the improvements on Okanogan County Assessor Parcel No. 3426250113, is no longer needed by the City; and

WHEREAS, the City of Omak pursuant to Chapter 35.79 RCW may initiate by resolution the vacation of any street or alley or any part thereof when it is in the public interest; and

WHEREAS, the Omak City Council finds it is in the public interest to vacate the right-of-way as legally described in "Attachment A" hereto, and desires to provide posted and mailed notice to owners of lots, tracts, or parcels adjoining the right-of-way to be vacated as shown on the rolls of the Okanogan County Assessor and set a public hearing in order to act upon the vacation; and

WHEREAS, at the time of said hearing and passing of an ordinance vacating said right-of-way, a deed transferring ownership of thirty (30) feet of the right-of-way for Jonathan Avenue between Oak Street and the right-of-way for Pine Street, be provided to the owner(s) of the property abutting said right-of-way.

NOW THEREFORE, the City of Omak City Council resolves as follows:

1. The hearing on the petition to vacate thirty (30) feet of the right-of-way for Jonathon Avenue between Oak Street and Pine Street will be held in front of the City Council at 7:00 pm or as soon thereafter as possible on February 18, 2020 and the City Clerk of the City of Omak is instructed to proceed with all proper notice according to state law.

Passed by the City Council on this _____ day of _____, 20____

APPROVED:

Cindy Gagné, Mayor
City of Omak

ATTEST:

City Clerk, Connie Thomas

APPROVED AS TO FORM:

Michael D. Howe
City Attorney

ATTACHMENT A
LEGAL DESCRIPTION OF VACATION

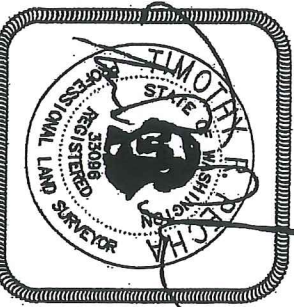
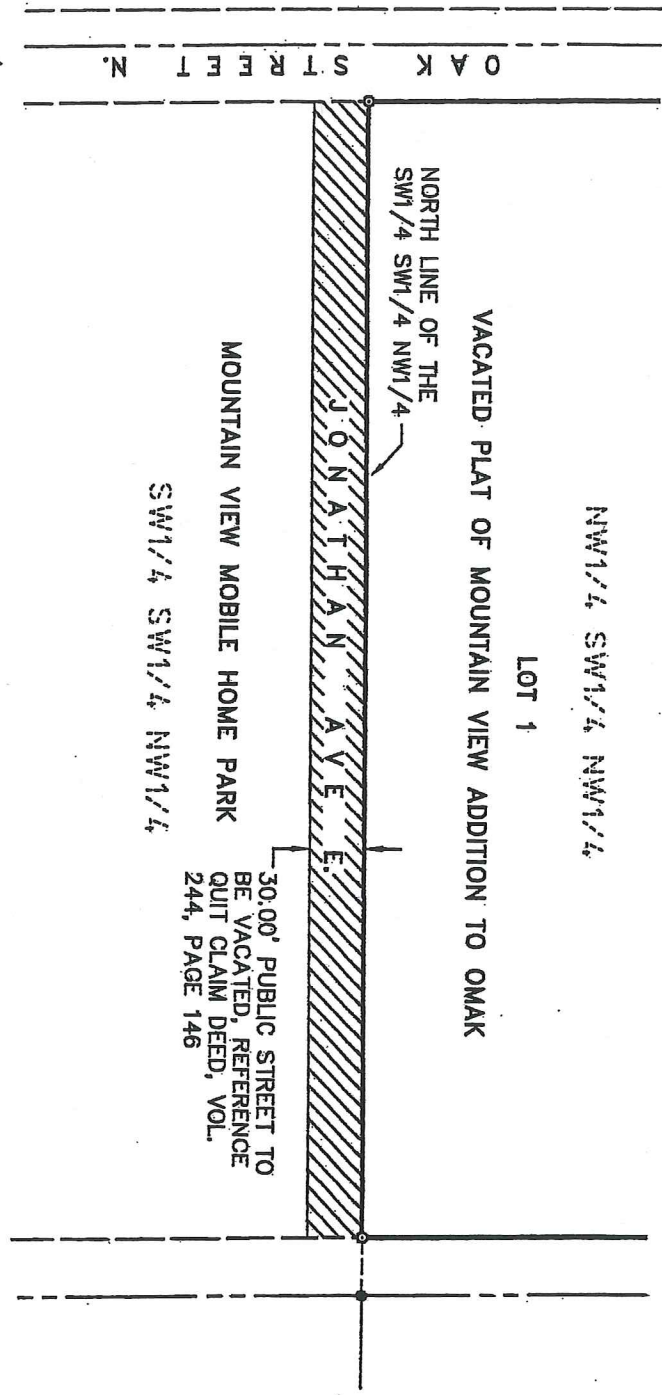
- LEGAL DESCRIPTION -
Street Vacation of Jonathan Ave East

The North 30.00 feet of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 25, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, EXCEPT the East 30.00 feet and the West 30.00 feet thereof.

ATTACHMENT B
MAP OF AREA TO BE VACATED

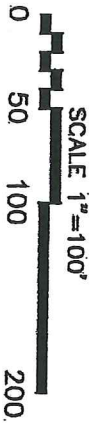
City of Omak
Street Vacation Exhibit

Within the SW1/4 SW1/4 NW1/4 of Section 25, T34N R26E, W.M.



DATE SIGNED 11-22-19

DATE:	11-22-2019	DWG NAME:	EXHIBIT
DRAWN BY:	TRP	JOB NO.:	19008
SCALE:	1" = 100'	SHEET	1 OF 1



BDK
Engineering, LLC

Timothy R. Pecha, PE PLS
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MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: January 6, 2020

Subject: **Resolution 04-2020** - OK CDL PARK USE

The attached Resolution **04-2020, Approving an Agreement Between the City of Omak and OK CDL Training**, is forwarded for your consideration.

The City has had a long-standing verbal agreement for truck training and certification. First with Art Nordang Trucking and now with OK CDL Training.

Park Board and Park Committee requested we enter into a formal agreement to limit the City's liability and garner fair compensation for park use. Public works negotiated the terms of the agreement and the City Attorney has made good review.

I support this Resolution and recommend its approval.

RESOLUTION NO. 04-2020

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT BETWEEN THE CITY OF OMAK AND OK CDL TRAINING

WHEREAS, the City of Omak has had a long-standing verbal agreement for use of the large parking lots in Eastside Park with OK CDL Training, and both parties are desirous of having the agreement in writing; and

WHEREAS, a mutual agreement has been drafted that defines the roles and responsibilities of both parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Agreement between the City of Omak and OK CDL Training, LLC., a copy of which is attached hereto as Exhibit "A", for Eastside Park use, is approved and the Mayor is authorized to execute the same on behalf of the City.

INTRODUCED AND APPROVED by the City Council of the City of Omak this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

AGREEMENT FOR USE OF CITY OF OMAK EASTSIDE PARK BY OK CDL DRIVING SCHOOL

This agreement is made this _____ day of January 2020 between the City of Omak and the OK CDL TRAINING SCHOOL.

WHEREAS, The City of Omak and OK CDL TRAINING, have had a longstanding verbal agreement for use of the large parking lots in Eastside Park with OK CDL TRAINING and both parties are desirous of having the agreement in writing.

NOW, THEREFORE, BEGINNING ON January 1st, 2020, OK CDL TRAINING agrees to maintain a one-million-dollar liability insurance policy naming the City of Omak as additionally insured and schedule park uses with City Hall two weeks prior to use.

It is recognized that the parks best use is for the recreation and enjoyment of the public. The Public Works Director shall retain the right to reject or terminate any scheduled or non-scheduled uses that is deemed to conflict with the best use and safety of the public.

The agreement shall be effective beginning January 1st, 2020, through December 31, 2020 and will remain in force annually, until terminated by either party upon thirty days written notice of termination.

OK CDL Training shall remit an annual fee of one thousand dollars and proof of insurance to the City of Omak, prior to the annual renewal date of this agreement.

OK CDL TRAINING assumes all risks and hazards associated with their use of the Eastside Park, and waive all claims or legal actions, financial or otherwise, against the City of Omak and/or the City's employees.

The City of Omak will allow reasonable access to the Eastside Park parking areas to OK CDL Training, for the purpose of training and certifying commercial truck drivers.

CITY OF OMAK

OK CDL TRAINING, LLC

Mayor Cindy Gagné

Date _____

Date _____

Approved as to form:

City Clerk Connie Thomas

