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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, February 3, 2020 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**







**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA:**

1. Approval of minutes from January 21, 2020
2. Approval of Claims and Payroll

**G. NEW BUSINESS:**

1. Res. 08-2020 – Approve Purchase of Frontier Flex-Wing Mower through WA State Purch Co-Op 
2. Res. 09-2020 – Accept the Wastewater Treatment Facility HVAC Improvements as Complete 
3. Res. 10-2020 – Approve Purchase of Two Replacement Pumps for Wal-Mart Lift Station 
4. Res. 11-2020 – Approve Agreement with Vision Forms for Outsourcing City Utility Statements 
5. Res. 12-2020 - Franchise Agreement with Okanogan Valley Disposal for Housing Auth Property 
6. Res. 13-2020 – Approve Partnership with Dept. of Revenue for Business Licensing Service 

**H. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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

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# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: February 3rd, 2020

Subject: **Resolution No. 08-2020** Approving the purchase of one Flex-Wing Mower.

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The attached Resolution: **08-2020, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF FRONTIER FLEX-WING MOWER THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

This purchase will replace the Woods mower # 369 scheduled for replacement. And we would like to use it as the trade-in as attached here in the quote.

The replacement for the Woods mower is a Frontier Flex-Wing mower, which is the lowest cost option through the state procurement cooperative. The purchase is through Washington Tractor, a bona fide state vendor for \$14,584.52.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 08-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF FRONTIER FLEX-WING MOWER THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**

**WHEREAS**, the City's 2020 Budget provides for an Equipment Rental capital outlay expenditure for the purchase of a batwing mower for use in the Public Works Department; and

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

**WHEREAS**, the equipment is available through the State Purchasing Cooperative from Washington Tractor Inc, a bona fide State Purchasing vendor, contract: WA Lawn and Grounds 05218 (PG 4S CG 22) for \$14,584.52; and

**WHEREAS** the Purchasing Policy and Procedures Manual provides for the purchase of this equipment through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of the Frontier Flex-Wing mower, a copy of the quote attached as Exhibit "A" is hereby approved, and the authorizes the purchase.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,  
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

**Matthew Rawson-s0933**

Washington Tractor, Inc.  
1 Patrol Street  
Okanogan, WA 98840

Tel: 509-422-3030

Fax: 509-422-6275

Email: [mrawson@washingtontractor.com](mailto:mrawson@washingtontractor.com)

The John Deere Government Sales Team



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Washington Tractor, Inc.  
 1 Patrol Street  
 Okanogan, WA 98840  
 509-422-3030  
 okanogan@washingtontactor.org

**Quote Summary**

**Prepared For:**

City Of Omak  
 Po Box 72  
 Omak, WA 98841  
 Business: 509-826-9216

**Delivering Dealer:**

Washington Tractor, Inc.  
 Matthew Rawson-s0933  
 1 Patrol Street  
 Okanogan, WA 98840  
 Phone: 509-422-3030  
 mrawson@washingtontactor.com

**Quote ID:** 21060651  
**Created On:** 10 January 2020  
**Last Modified On:** 15 January 2020  
**Expiration Date:** 28 February 2020

Equipment Summary	Selling Price	Qty	Extended
Frontier FM2015R Flex-Wing Grooming Mower with Pneumatic Tires Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: January 7, 2019	\$ 17,979.22 X	1 =	\$ 17,979.22
<b>Equipment Total</b>			<b>\$ 17,979.22</b>

Trade In Summary	Qty	Each	Extended
2005 WOODS 9180RD - 995597	1	\$ 4,500.00	\$ 4,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,500.00
<b>Trade In Total</b>			<b>\$ 4,500.00</b>

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 17,979.22
	Trade In	\$ (4,500.00)
	SubTotal	\$ 13,479.22
	Sales Tax - (8.20%)	\$ 1,105.30
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 14,584.52

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Washington Tractor, Inc.  
1 Patrol Street  
Okanogan, WA 98840  
509-422-3030  
okanogan@washingtontractor.org

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Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 14,584.52</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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*Confidential*



**JOHN DEERE**

# Selling Equipment

Quote Id: 21060651      Customer Name: CITY OF OMAK

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Washington Tractor, Inc.  
1 Patrol Street  
Okanogan, WA 98840  
509-422-3030  
okanogan@washingtontractor.org

## Frontier FM2015R Flex-Wing Grooming Mower with Pneumatic Tires

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price \*

Price Effective Date: January 7, 2019

\$ 17,979.22

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0432XF	FM2015R Flex-Wing Grooming Mower with Pneumatic Tires	1	\$ 21,532.00	16.50	\$ 3,552.78	\$ 17,979.22	\$ 17,979.22
<b>Total Selling Price</b>			<b>\$ 21,532.00</b>		<b>\$ 3,552.78</b>	<b>\$ 17,979.22</b>	<b>\$ 17,979.22</b>

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 3rd, 2020

Subject: **Resolution No. 09-2020** Accepting the WWTF HVAC Improvements as Complete.

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The attached **Resolution 09-2020, A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE WWTF HVAC IMPROVEMENTS AS COMPLETE**, is forwarded for your consideration.

Attached is the recommendation accepting the project as Complete for the Waste Water Treatment Plant heating ventilation and air conditioning, "HVAC" Improvements. This Resolution will allow the city to close out the project.

I support this Resolution ask for Council approval.



**RESOLUTION NO. 09-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL  
ACCEPTING THE WWTF HVAC IMPROVEMENTS AS COMPLETE**

**WHEREAS**, the City of Omak contracted with Don Kruse Electric, Inc., for the Waste Water HVAC Improvements as authorized by City Council Resolution No. 27-2018; and

**WHEREAS**, the City's Engineering Consultant, Gray & Osborne, has provided construction inspection and contract administration services for this project; and

**WHEREAS**, the project was determined to be physically complete on January 28, 2020; and

**WHEREAS**, the Engineering Consultant and Public Works Staff have determined that the contract has been completed in accordance with the plans, specifications, and contract documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL OF OMAK, WASHINGTON**, that the contract with Don Kruse Electric, Inc. for the WWTF HVAC Improvements, is hereby accepted as complete and the Mayor is authorized and directed to take all necessary actions to close out the project.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Gray & Osborne, Inc.**

CONSULTING ENGINEERS



January 28, 2020

Mr. Todd McDaniel  
City Administrator  
City of Omak  
2 N. Ash Street  
Omak, Washington 98841

**SUBJECT: FINAL PROGRESS ESTIMATE 3, PROJECT ACCEPTANCE, AND  
RELEASE OF RETAINAGE, WWTF HVAC IMPROVEMENTS  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #17012**

Dear Mr. McDaniel:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

## 1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate 3, which is the final progress estimate for this project. One progress estimate is for the City's files and the other copy should be forwarded to the contractor with the payment. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$8,890.47	\$430.74	\$4,394.80

## 2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete **after** the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification number for each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington

180 Iron Horse Court Yakima, Washington 98901 (509) 453-4833 Fax (509) 453-5953



Mr. Todd McDaniel  
January 28, 2020  
Page 2

State Employment Security Department.

After the City has accepted the project, please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

### 3. RELEASE OF RETAINAGE

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City's files and the other copy should be forwarded to the Contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/tlf  
Encl.

cc: Mr. Thad Brady, Kruse Electric, Inc., w/encl.  
Mr. Ken Mears, Public Works Director, City of Omak, w/encl.

**FINAL PROGRESS ESTIMATE NO. 3**  
**JANUARY 27, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 27, 2019 TO JANUARY 27, 2020

PROJECT:  
 CITY OF OMAK  
 WWTF HVAC IMPROVEMENTS  
 G&O JOB NUMBER #17012

CONTRACTOR:  
 DON KRUSE ELECTRIC, INC.  
 PO BOX 2088  
 OMAK, WA 98841

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD		AMOUNT TO DATE
1	Mobilization and Demobilization	1	LS	\$1,000.00	25.00%	100.00%	\$250.00	\$1,000.00	100%
2	Unexpected Site Changes	1	CALC	\$5,000.00	30.80%	30.80%	\$1,540.00	\$1,540.00	31%
3	HVAC and Electrical Demolition	1	LS	\$8,000.00	0.00%	100.00%	\$0.00	\$8,000.00	100%
4	HVAC Modifications	1	LS	\$43,232.00	0.00%	100.00%	\$0.00	\$43,232.00	100%
5	Electrical, Controls, and Instrumentation	1	LS	\$34,124.00	20.00%	100.00%	\$6,824.80	\$34,124.00	100%
<b>CHANGE ORDERS:</b>									
CO1	See Change Order 1 (Sales Tax Increase updated below)								

PROJECT COSTS		PROJECT COSTS	
AMOUNT THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE
\$8,614.80	\$87,896.00	\$8,614.80	\$87,896.00
\$706.41	\$7,207.47	\$706.41	\$7,207.47
\$0.00	\$0.00	\$0.00	\$0.00
\$9,321.21	\$95,103.47	\$9,321.21	\$95,103.47
\$430.74	\$4,394.80	\$430.74	\$4,394.80
	<b>\$90,708.67</b>		<b>\$90,708.67</b>

**TOTAL EARNED TO DATE LESS RETAINAGE**

**LESS AMOUNTS PREVIOUSLY PAID**

PROGRESS ESTIMATE 1 \$45,166.10  
 PROGRESS ESTIMATE 2 \$36,652.10

**TOTAL PAYMENT NOW DUE: \$8,890.47**

**FINAL PROGRESS ESTIMATE NO. 3**  
**JANUARY 27, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 FEBRUARY 27, 2019 TO JANUARY 27, 2020

PROJECT:  
 CITY OF OMAK  
 WWTF HVAC IMPROVEMENTS  
 G&O JOB NUMBER #17012

CONTRACTOR:  
 DON KRUSE ELECTRIC, INC.  
 PO BOX 2088  
 OMAK, WA 98841


ORIGINAL CONTRACT AMOUNT  
 CONTRACT AMOUNT WITH CHANGE ORDERS  
 CONTRACT PERCENTAGE TO DATE

\$91,356.00  
~~\$0.00~~ **191,356.00** **TE**  
 96%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A  
 TRUE AND CORRECT STATEMENT OF THE  
 WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.  
  
 DAVID G. ELLIS, P.E.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN  
 ACCORDANCE WITH RCW 39.12 PREVAILING WAGES.

DON KRUSE ELECTRIC, INC.  
  
 CONTRACTOR'S REPRESENTATIVE

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	DECEMBER 3, 2018 TO JANUARY 25, 2019	\$43,765.60	8.20%	\$3,588.78	\$0.00	\$2,188.28	\$45,166.10
2	JANUARY 26, 2019 TO FEBRUARY 26, 2019	\$35,515.60	8.20%	\$2,912.28	\$0.00	\$1,775.78	\$36,652.10
3	FEBRUARY 27, 2019 TO JANUARY 27, 2020	\$8,614.80	8.20%	\$706.41	\$0.00	\$430.74	\$8,890.47
<b>TOTAL:</b>		\$87,896.00		\$7,207.47	\$0.00	\$4,394.80	\$90,708.67

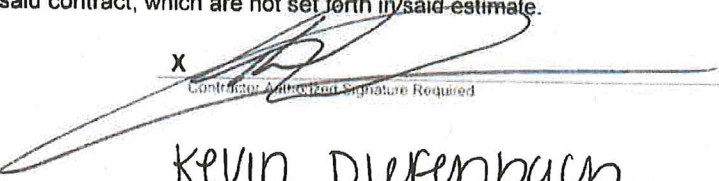
# Final Contract Voucher Certificate

Contractor <b>Don Kruse Electric, Incl</b>			
Street Address <b>40 Copple Rd. #A</b>			
City <b>Omak</b>	State <b>WA</b>	Zip <b>98841</b>	Date <b>January 27, 2020</b>
Project Number (Owner) <b>17012</b>			
Job Description (Title) <b>WWTF HVAC Improvements</b>			
Date Work Physically Completed <b>January 27, 2020</b>		Final Amount (including Sales Tax) <b>\$95,103.47</b>	

### Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Omak nor have I rented or purchased any equipment or materials from any employee of the City of Omak; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Omak for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Omak from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X   
Contractor Authorized Signature Required  
**Kevin Dufenbach**  
Type Signature Name

Subscribed and sworn to before me this 28th day of January 2020

Kateleen Moran Notary Public in and for the State of Washington

Residing at Omak, Washington 98840

### City of Omak Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date \_\_\_\_\_

X   
Project Engineer

X \_\_\_\_\_  
City of Omak

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Omak for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.



Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

**Date:** January 27, 2020

**Contractor's UBI Number:** 601798882

Name & Mailing Address of Public Agency
City of Omak 2 N. Ash Street, P.O. Box 72 Omak, WA 98841 UBI Number: 243000002

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b> WWTF HVAC Improvements	<b>Contract Number</b>	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> Removal and replacement of existing HVAC equipment and ductwork at the City's wastewater treatment facility, including installation of new electrical, controls and instrumentation.		
<b>Federally funded transportation project?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b> Don Kruse Electric, Inc.	<b>E-mail Address</b> thadb@dkeinc.net	<b>Affidavit ID*</b>
<b>Contractor Address</b> P.O. 2088, Omak, WA 98841		<b>Telephone #</b> 509-826-4301
<b>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</b> <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
<b>Name:</b> _____		<b>Bond Number:</b> _____
<b>Date Contract Awarded</b> April 2, 2018	<b>Date Work Commenced</b> December 3, 2018	<b>Date Work Completed</b> January 27, 2020
<b>Date Work Accepted</b>		
<b>Were Subcontracters used on this project? If so, please complete Addendum A.</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$	<u>91,356.00</u>		
Additions (+)	\$	<u>0.00</u>		Liquidated Damages \$ <u>0.00</u>
Reductions (-)	\$	<u>3,460.00</u>		Amount Disbursed \$ <u>90,708.67</u>
<b>Sub-Total</b>	\$	<u>87,896.00</u>		Amount Retained \$ <u>4,394.80</u>
Sales Tax Rate		<u>8.2</u> %		
<small>(If various rates apply, please send a breakdown)</small>				
Sales Tax Amount	\$	<u>7207.47</u>		
<b>TOTAL</b>	\$	<u><u>95,103.47</u></u>		<b>TOTAL \$</b> <u><u>95,103.47</u></u>

**NOTE: These two totals must be equal**

<b>Comments:</b>
------------------

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

**NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS** until receipt of all release certificates.

**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_







**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4**  
**JANUARY 28, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JANUARY 28, 2020

PROJECT:  
 CITY OF OMAK  
 WWTF HVAC IMPROVEMENTS  
 G&O JOB NUMBER #17012

CONTRACTOR:  
 DON KRUSE ELECTRIC, INC.  
 PO BOX 2088  
 OMAK, WA 98841

BID ITEMS			QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization and Demobilization	1 LS	\$1,000.00	0.00%	100.00%	\$0.00	\$1,000.00	100%
2	Unexpected Site Changes	1 CALC	\$5,000.00	0.00%	30.80%	\$0.00	\$1,540.00	31%
3	HVAC and Electrical Demolition	1 LS	\$8,000.00	0.00%	100.00%	\$0.00	\$8,000.00	100%
4	HVAC Modifications	1 LS	\$43,232.00	0.00%	100.00%	\$0.00	\$43,232.00	100%
5	Electrical, Controls, and Instrumentation	1 LS	\$34,124.00	0.00%	100.00%	\$0.00	\$34,124.00	100%
<b>CHANGE ORDERS:</b>								
CO1 See Change Order 1 (Sales Tax Increase updated below)								

		PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE	
<b>SUBTOTAL EARNED TO DATE</b>	\$0.00	\$87,896.00	
<b>SALES TAX</b>	\$0.00	\$7,207.47	8.20%
<b>MATERIALS ON HAND</b>	\$0.00	\$0.00	
<b>TOTAL</b>	\$0.00	\$95,103.47	
<b>LESS 5% RETAINED (BEFORE TAX)</b>	(\$4,394.80)	\$0.00	
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>		\$95,103.47	
<b>LESS AMOUNTS PREVIOUSLY PAID</b>			
PROGRESS ESTIMATE 1		\$45,166.10	
PROGRESS ESTIMATE 2		\$36,652.10	
FINAL PROGRESS ESTIMATE 3		\$8,890.47	
<b>TOTAL PAYMENT NOW DUE:</b>		\$4,394.80	

**RELEASE OF RETAINAGE PROGRESS ESTIMATE NO. 4**  
**JANUARY 28, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY  
 WASHINGTON

PROGRESS ESTIMATE PERIOD  
 JANUARY 28, 2020

PROJECT:  
 CITY OF OMAK  
 WWTF HVAC IMPROVEMENTS  
 G&O JOB NUMBER #17012

CONTRACTOR:  
 DON KRUSE ELECTRIC, INC.  
 PO BOX 2088  
 OMAK, WA 98841

ORIGINAL CONTRACT AMOUNT  
 CONTRACT AMOUNT WITH CHANGE ORDERS  
 CONTRACT PERCENTAGE TO DATE

\$91,356.00  
 \$91,356.00  
 96%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A  
 TRUE AND CORRECT STATEMENT OF THE  
 WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.



DAVID G. ELLIS, P.E.

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL			MATERIALS ON HAND	RETAINAGE (5%) PAYMENT	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT			
1	DECEMBER 3, 2018 TO JANUARY 25, 2019	\$43,765.60	8.20%	\$3,588.78	\$0.00	\$2,188.28	\$45,166.10
2	JANUARY 26, 2019 TO FEBRUARY 26, 2019	\$35,515.60	8.20%	\$2,912.28	\$0.00	\$1,775.78	\$36,652.10
3	FEBRUARY 27, 2019 TO JANUARY 27, 2020	\$8,614.80	8.20%	\$706.41	\$0.00	\$430.74	\$8,890.47
4	JANUARY 28, 2020	\$0.00	8.20%	\$0.00	\$0.00	-\$4,394.80	\$4,394.80
<b>TOTAL:</b>		\$87,896.00		\$7,207.47	\$0.00	\$0.00	\$95,103.47

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: February 3rd, 2020

Subject: Resolution 10-2020 Sewer lift station pumps purchase.

---

The attached Resolution; 10-2020, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A BRAND SPECIFIC SOLE SOURCE PURCHASE OF TWO REPLACEMENT PUMPS WITH WHITNEY EQUIPMENT, is forwarded for your consideration.

Two replacement pumps are needed for the Wal-Mart lift station. Currently, one pump has failed, and the second is in great need of repair, although functioning at a minimal rate. After discussions with the supplier about repairs versus replacement, it is more favorable to purchase two new pumps instead. This purchase is funded in the 2020 Budget.

The purchase of the pumps matches our existing facilities for ease of operation and interchangeable options.

I support this Resolution and Urge its adoption.

**RESOLUTION NO. 10-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A BRAND SPECIFIC  
SOLE SOURCE PURCHASE OF TWO REPLACEMENT PUMPS WITH WHITNEY  
EQUIPMENT**

**WHEREAS**, sanitary lift station pumps at the Wal-Mart lift station are aged and failing; and

**WHEREAS**, Public Works desires to purchase Flygt pumps for compatibility and interchangeability with existing lift station; and

**WHEREAS**, Whitney Equipment Company, Inc. is the sole source authorized provider of Flygt pumps in our region.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL OF OMAK, WASHINGTON**, that the sole source brand-specific purchase of two replacement pumps with Whitney Equipment Company Inc., a copy of the quote attached hereto as Exhibit "A," is approved.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# WECI

Whitney Equipment Company, Inc

## EXHIBIT A

### Quote

**WECI Service Department**  
16120 Redmond-Woodinville Road NE  
Suite 3  
Woodinville WA 98072  
United States

Quote#: **43581**  
Quote Date: **01/22/20**  
Quote Expires:  
Customer #: **OMAK**

Sales Rep.: **Randy McDowell**  
Terms: **NET30 - Net 30 Days**  
Ship-To #: **Omak City Shops**

Bill To: **City of Omak**  
PO Box 72  
Omak, WA 98841  
United States

Ship To: **City of Omak**  
230 Columbia St  
Omak, WA 98841  
United States

Phone **(509) 826-1170** Fax:

Contact: **Wayne**  
Phone:

Ship Via: **WECI Delivery**  
FOB:

Line #	Item	Description	Site	Qty, UOM	Price, UOM	Extended Price
1	30850921397	CP436-3 3/230/3 50' FLS FM FV	SVC	1.00 EA	5,355.0000 EA	5,355.00
<b>To be converted to a N-463 Impeller</b>						
2	7692602	KIT, IMPELLER N MT CODE 463/466 HC	SVC	1.00 EA	1,085.0000 EA	1,085.00
3	AM - FIELD	Field Labor and/or Travel-Time - Aaron Moser	SVC	1.00 EA	650.0000 EA	650.00

**Delivery of new pump, removal of existing.**

Sub-Total:	<b>7,365.00</b>
Misc. Charges:	<b>0.00</b>
Freight:	<b>0.00</b>
Tax:	<b>581.38</b>
Total:	<b>7,671.38</b>



# WECI

Whitney Equipment Company, Inc

## Quote

**WECI Service Department**  
16120 Redmond-Woodinville Road NE  
Suite 3  
Woodinville WA 98072  
United States

Quote#: **43558**  
Quote Date: **01/16/20**  
Quote Expires: **02/15/20**  
Customer #: **OMAK**

Sales Rep.: **Randy McDowell**  
Terms: **NET30 - Net 30 Days**  
Ship-To #: **1**

Bill To: **City of Omak**  
PO Box 72  
Omak, WA 98841  
United States

Ship To: **Omak WWTF**  
Omak WWTF  
635 S Fir St  
Attn: Nancy Morter  
Omak, WA 98841  
United States

Phone **(509) 826-1170** Fax:

Contact: **Wayne**  
Phone:

Ship Via: **OCEAN-Ocean/Ground**  
FOB:

Line #	Item	Description	Site	Qty, UOM	Price, UOM	Extended Price
1	30850700047	NP463-3 3/230/3 50' FM FLS FV	SVC	1.00 EA	6,950.0000 EA	6,950.00
<b>Walmart LS Replacement Pump</b>						
2	FREIGHT	Freight Shipping and Handling	FREIGHT	1.00 EA	150.0000 EA	150.00

Shipping charges are estimated and prepay and add  
Lead time: Approx. 10-12 weeks ARO via ocean/ground  
\*Air-freight option available, 6-8 weeks, \$300\*

Sub-Total:	7,100.00
Misc. Charges:	0.00
Freight:	0.00
Tax:	582.20
Total:	7,682.20

## NP 3085 MT 3~ Adaptive 463

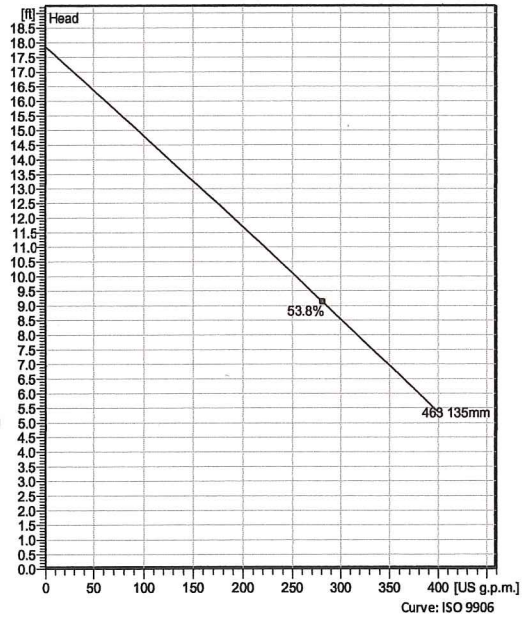
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.



### Technical specification



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



### Configuration

<b>Motor number</b> N3085.070 15-10-4AL-W 2KW	<b>Installation type</b> P - Semi permanent, Wet
<b>Impeller diameter</b> 135 mm	<b>Discharge diameter</b> 3 1/8 inch

### Pump information

<b>Impeller diameter</b> 135 mm
<b>Discharge diameter</b> 3 1/8 inch
<b>Inlet diameter</b> 80 mm
<b>Maximum operating speed</b> 1405 rpm
<b>Number of blades</b> 2

### Materials

<b>Impeller</b> Hard-Iron™
<b>Stator housing material</b> Grey cast iron

**Project**  
Block 0

**Created by**  
**Created on** 1/16/2020

**Last update**

## NP 3085 MT 3~ Adaptive 463

### Technical specification



#### Motor - General

<b>Motor number</b> N3085.070 15-10-4AL-W 2KW	<b>Phases</b> 3~	<b>Rated speed</b> 1405 rpm	<b>Rated power</b> 2.7 hp
<b>Approval</b> FM	<b>Number of poles</b> 4	<b>Rated current</b> 8.3 A	<b>Stator variant</b> 62
<b>Frequency</b> 50 Hz	<b>Rated voltage</b> 230 V	<b>Insulation class</b> H	<b>Type of Duty</b> S1

#### Motor - Technical

<b>Power factor - 1/1 Load</b> 0.79	<b>Motor efficiency - 1/1 Load</b> 75.9 %	<b>Total moment of inertia</b> 0.451 lb ft <sup>2</sup>	<b>Starts per hour max.</b> 30
<b>Power factor - 3/4 Load</b> 0.72	<b>Motor efficiency - 3/4 Load</b> 77.1 %	<b>Starting current, direct starting</b> 41 A	
<b>Power factor - 1/2 Load</b> 0.59	<b>Motor efficiency - 1/2 Load</b> 75.2 %	<b>Starting current, star-delta</b> 13.7 A	

**Project**  
Block

0

**Created by**  
Created on

1/16/2020

**Last update**



# NP 3085 MT 3~ Adaptive 463

## Performance curve

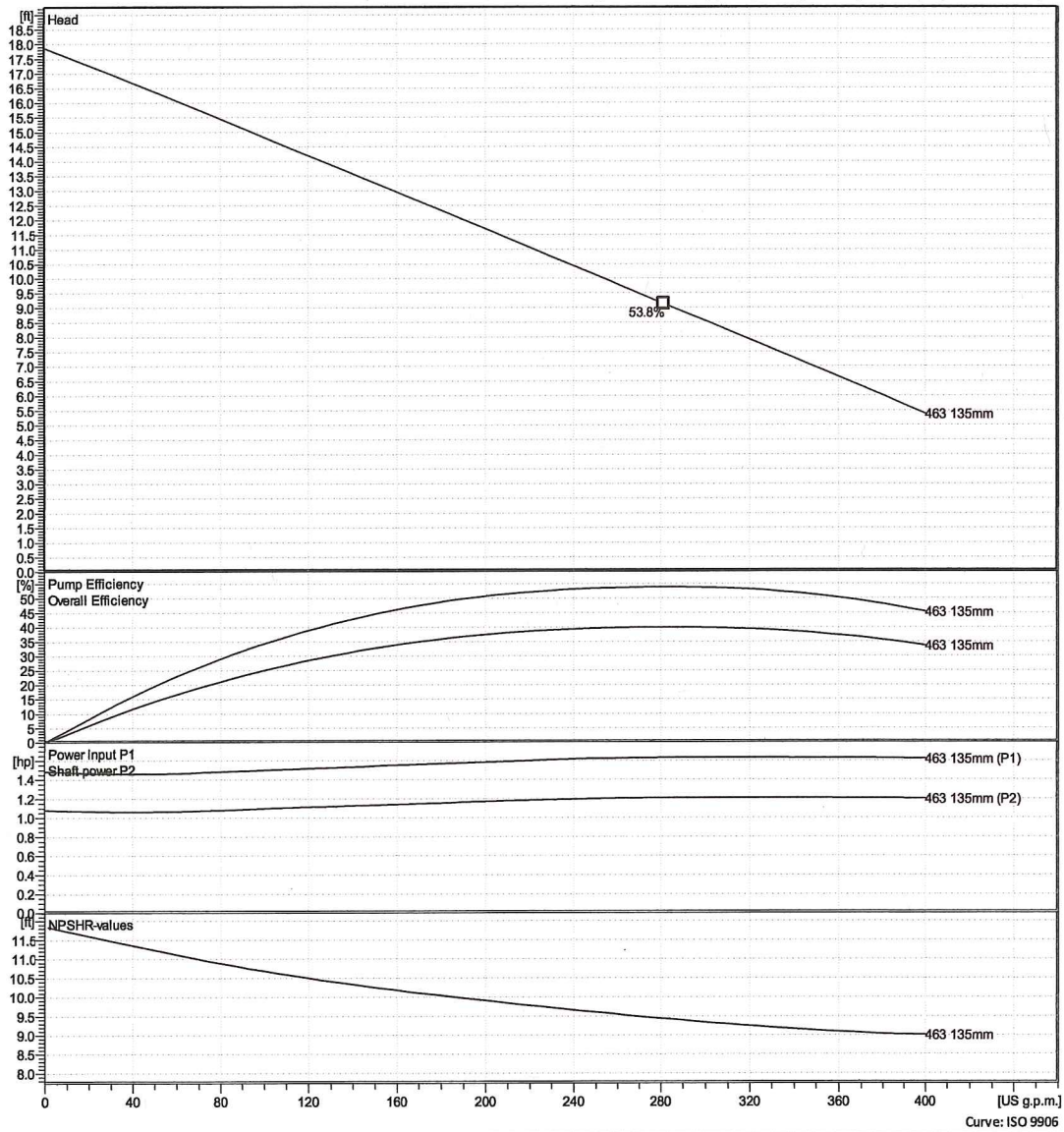


### Duty point

Flow

Head

Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft<sup>3</sup>, 1.6888E-5 ft<sup>2</sup>/s



Project

Block 0

Created by

Created on 1/16/2020

Last update

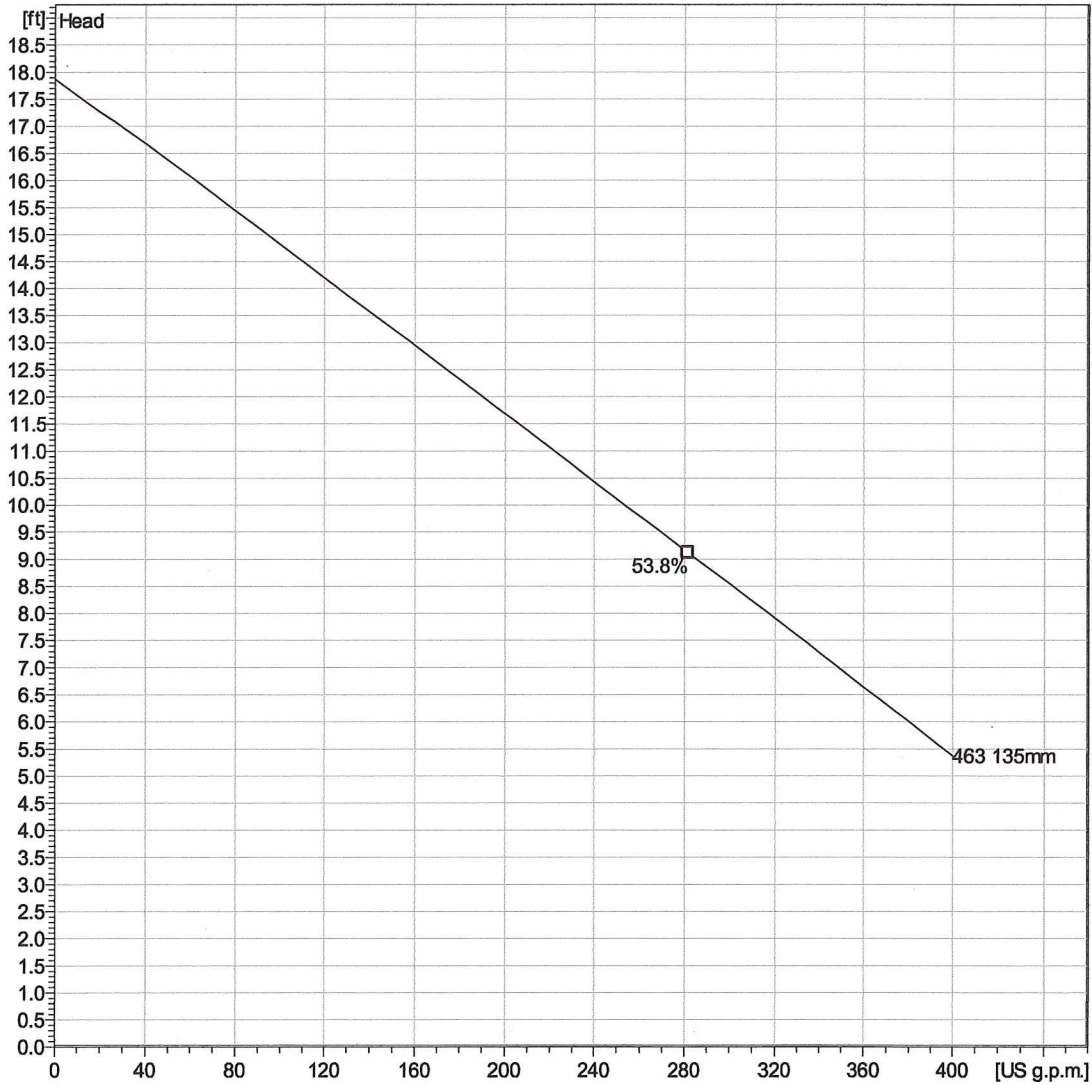
Curve: ISO 9905

# NP 3085 MT 3~ Adaptive 463

## Duty Analysis



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Curve: ISO 9906

### Operating characteristics

Pumps/Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
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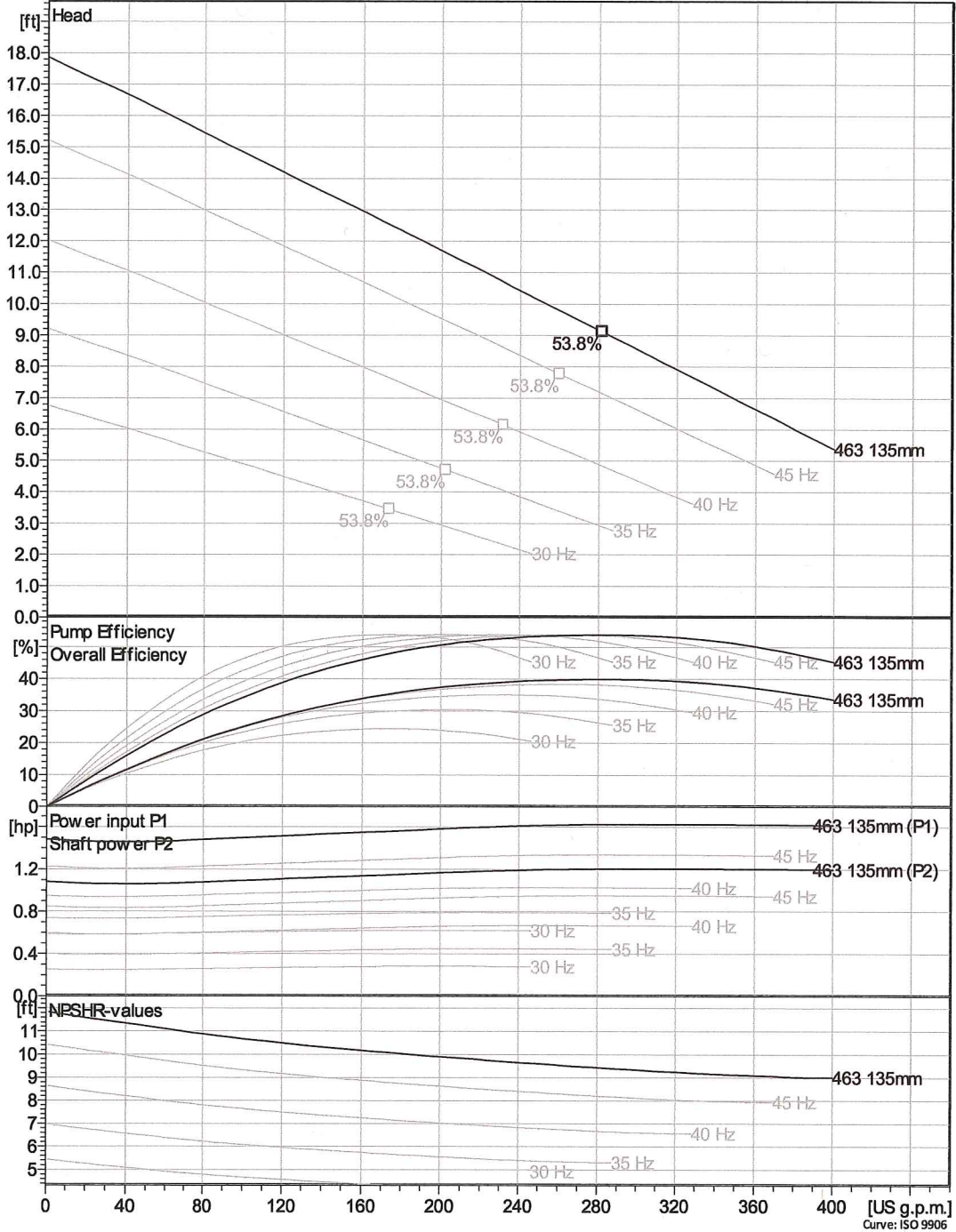
Project	Created by	Last update
Block 0	Created on 1/16/2020	

# NP 3085 MT 3~ Adaptive 463

## VFD Curve



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft³, 1.6888E-5 ft²/s



Project		Created by		Last update
Block	0	Created on	1/16/2020	

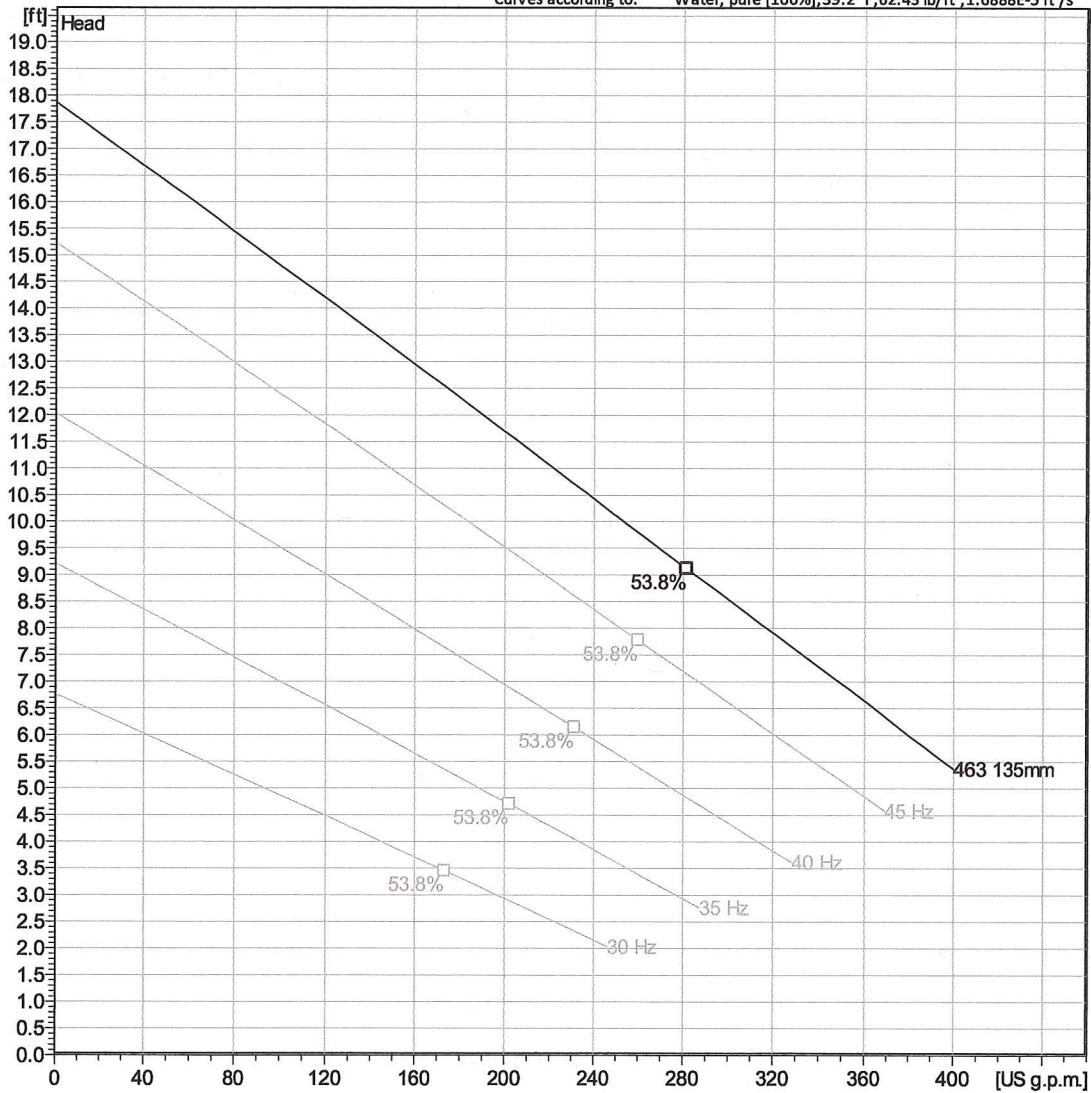
Curve: ISO 9906

# NP 3085 MT 3~ Adaptive 463

## VFD Analysis



Curves according to: Water, pure [100%], 39.2 °F, 62.43 lb/ft<sup>3</sup>, 1.6888E-5 ft<sup>2</sup>/s



Curve: ISO 9906

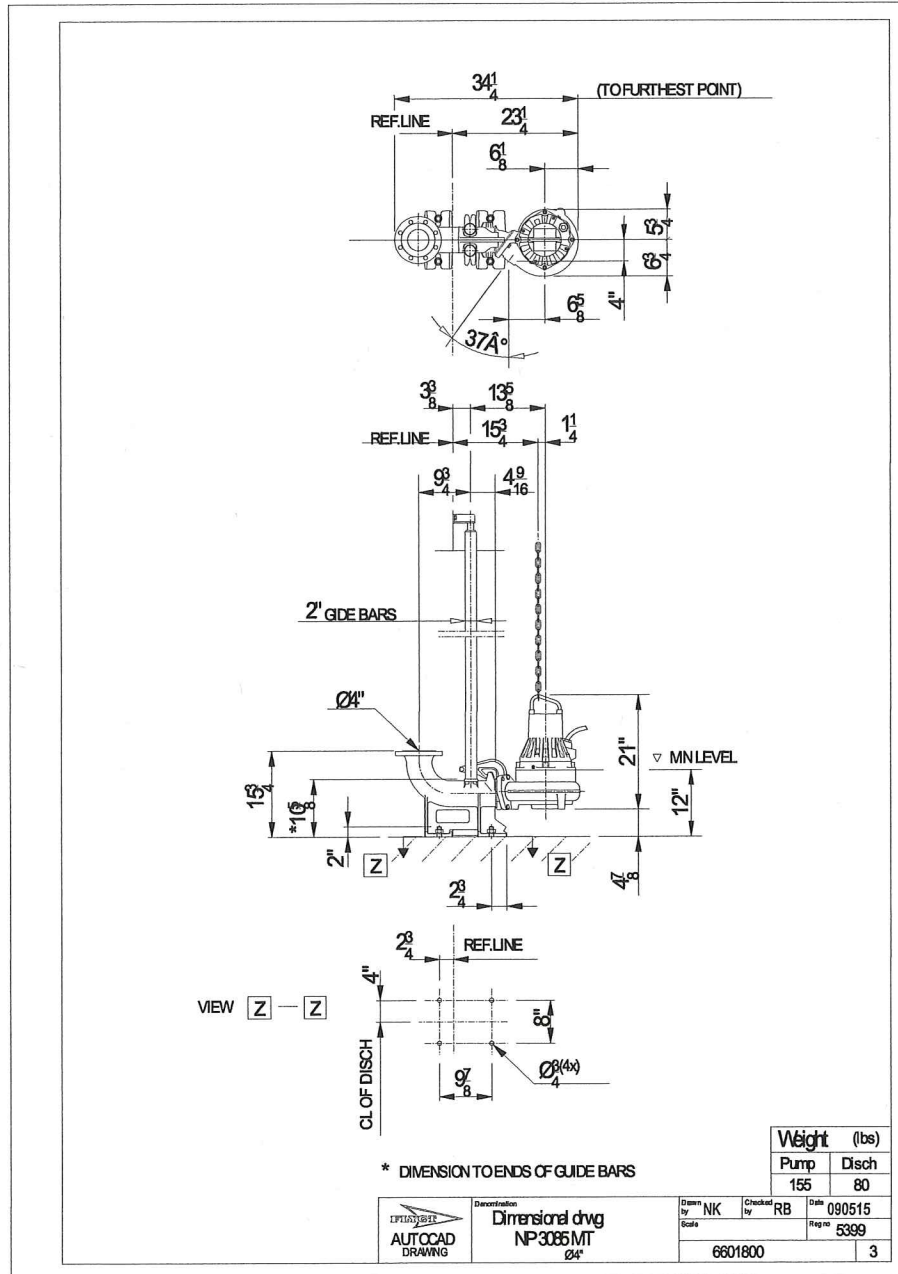
### Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
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Project		Created by		Last update
Block	0	Created on	1/16/2020	

# NP 3085 MT 3~ Adaptive 463

## Dimensional Drawing



Project  
Block 0

Created by  
Created on 1/16/2020


Last update



INTEROFFICE MEMORANDUM

---

**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK 

**SUBJECT:** RESOLUTION 11-2020 – OUTSOURCING COLLATE & MAIL UTILITY STATEMENTS

**DATE:** FEBRUARY 3, 2019

---

The attached Resolution 11-2020-A **RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A SERVICE AGREEMENT WITH VISION FORMS TO OURSOURCE UTILITY BILLING STATEMENTS** is presented to you for your review and consideration.

I would like to outsource the collation and mailing of our utility billing statements and penalty notices to Vision Forms. Our lease for our postage/folder inserter machines has expired and I think it's an opportune time to outsource this task. In the long run, I think there will be a savings to the city if we outsource. I know our postage costs will be considerably less because they are able to combine multiple statements into one envelope thus reducing quantity from the estimate 2,100. We will no longer be paying a lease/maintenance for a folder inserter machine that we only use for our bill run; and rather than 2-3 days of employee time spent fighting equipment, her time will be used toward the higher skilled tasks.

I approve this resolution and respectfully request adoption.

**RESOLUTION NO. 11-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A SERVICE AGREEMENT WITH VISION FORMS TO OUTSOURCE UTILITY BILLING STATEMENTS**

**WHEREAS**, the City of Omak contracts with Vision Municipal Solutions LLC for our Financial Management Software packages and IT Services, Vision Forms is a division of their company; and

**WHEREAS**, the Finance Department would like to outsource the collating and mailing of our utility statements and penalty notices; and

**WHEREAS**, Vision Forms is a responsible, qualified and competent entity able to compile and setup our current data with ease to export; and

**WHEREAS**, outsourcing will reduce expenses for postage, equipment lease, envelopes and forms; and

**WHEREAS**, the attached Service Agreement with Vision Forms provides for outsourcing services.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak, Washington, that the **Service Agreement with Vision Forms**, a private corporation, a copy of which is attached hereto as Exhibit "A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City; and the City Clerk is authorized and directed to attest her signature.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Vision Forms**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [info@visionms.net](mailto:info@visionms.net)

# EXHIBIT A

## Service Agreement for Vision Forms for:

### City of Omak

This purchase agreement dated August 5, 2019 between City of Omak, located at 2 N. Ash, Omak, WA 98841 and Vision Forms, located at 307 W. Francis Ave, Spokane, WA. 99205 when signed, confirms the purchase of the following Vision Forms Services. Pricing listed is valid until August 30, 2019:

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2100	<b>Utility Statement Automation – Single Sided</b> <b>Duplex Backer (Optional)</b> <b>#9 Return Envelope (Optional)</b>  <b>Includes:</b> Form 8 1/2" x 11" Processing Data Processing CASS Certification Laser Imaging Cutting, Folding, & Inserting First Class Pre-Sorting Delivery to USPS #10 Double Window Envelope Postage  <b>Also included:</b>  House-Holding (comingling statements to like-addresses) Audit Report Creation (indicate bad & forwarding addresses) Automated Email Notification (per run) Post Net Bar Codes & Optional OCR Scan Line  Additional fees apply if Vision creates the form. Typically, our charge is \$.13.5/Single Sided, \$.15.5/Double Sided. Note: Additional Postage potentially increase with quantities above a single page.	.75 .08 .03	\$1575.50
1	Setup Fee (Includes Form Setup & Secure Network Access) – One Time		\$400.00
2100	Postage Deposit (Average Statements * \$.45)	.45	\$945.50





## Vision Forms

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [info@visionms.net](mailto:info@visionms.net)

## Service Agreement between City of Omak and Vision Forms

This Service Agreement "Agreement" is made effective on the date noted below by and between **Vision Forms** and **City of Omak**.

### Terms of Agreement:

This agreement starts on the date signed by both parties. Agreement shall automatically be renewed monthly unless 30 days prior notice is given by either party.

Whereas, **City of Omak** desires to have a responsible, qualified and competent entity to process, collate and mail billings and **Vision Forms** desires to obtain the right and privilege to provide such services;

Now, Therefore **City of Omak** and **Vision Forms** agree as follows:

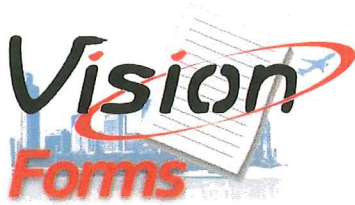
**City of Omak** shall provide **Vision Forms** with billing data via direct download to a secure FTP site or other acceptable magnetic media form at the rate of approximately 2100 bills per cycle.

### Scope of Service:

- a) Billing Forms as approved by **City of Omak**
- b) **City of Omak** shall receive an E-mail to confirm receipt of each data file, the number of billings contained in the file and the total billing amount to confirm the integrity of the data received
- c) Processing which shall include: compilation of data, processing of data including redirection of flagged accounts, **CASS** certification and bar coding of addresses, imaging of variable data and statement onto a single sheet of 20# statement stock, perforated for remittance
- d) Folding and insertion of statement with #9 return envelopes (optional) into double window #10 envelope
- e) Monthly mailing of statements with first class, pre-sorted postage at the lowest qualified rates  
Postage included except for flats and foreign mail
- f) Statements shall be processed within 48 hours of receipt of approved billing data from **City of Omak**
- g) Billing statements will be processed according to biller schedule

### Payment:

In consideration for this service, **City of Omak** will pay the rate of seventy-five (75) cents per piece mailed at a minimum of one hundred dollars (\$100) per billing to **Vision Forms** or the rate of seventy-eight (78) cents per piece if the #9 return envelope is included. **City of Omak** will pay **Vision Forms** \$400 for a one-time setup fee. The rate per/piece is subject to change based on postage, paper, and processing impacts. Programming customizations will be quoted on a per-job basis at the rate of \$150.00 per hour.



## Vision Forms

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [info@visionms.net](mailto:info@visionms.net)

### Increases in Postage and Paper Costs:

Should USPS postage rates rise during the Agreement period, the amount **City of Omak** will pay per billing shall increase by the corresponding amount of the postage increase only. **Vision Forms** shall notify **City of Omak** at least one month in advance of any postage increase and shall detail the amount of the increase and its effective date. Also, should paper prices increase beyond the point that **Vision Forms** can absorb, we will notify **City of Omak** about any necessary adjustments.

### Postage Deposit:

**City of Omak** shall pay a deposit for postage equal to one month's total billing cost to **Vision Forms**. Deposit amount shall be fully refunded **City of Omak** after any outstanding amounts owed to **Vision Forms** have been submitted at the termination of the Agreement. The deposit must be paid in full prior to first mailing and is subject to increase if initial estimate significantly increases.

### Billing Method:

**Vision Forms** shall submit invoices to **City of Omak** as services are performed. Invoices shall detail the dates of data files billed, number of bills processed, number of inserts processed, cost per billing and insert, and grand total. Invoices shall be sent to Email [conniet@omakcity.com](mailto:conniet@omakcity.com). Invoices submitted by **Vision Forms** shall be paid within thirty days of receipt of invoice. If **City of Omak** elects to cancel the payment agreement, all monies will become due at the point of cancellation.

### Contact Personnel:

The contact person for **Vision Forms** shall be John Engebretson at (509) 315-3755, and the backup person shall be Jordan Engebretson at (509) 316-0779. The contact person at **City of Omak** shall be Connie Thomas at (509) 826-1170.

### Indemnification

**Vision Forms** shall indemnify, defend, and hold harmless the **City of Omak**, its agents, and employees from and against all liability arising from in whole or part from negligent acts or omissions of **Vision Forms**, its agents, officers, or employees.

### Security/Privacy:

#### *Security*

Our partner, Wright Enterprises, partners with EasyStreet, an advanced data hosting ISP, to manage all inbound and outbound customer communications. EasyStreet Pro's Co-location services provide us with a fully managed, redundant network infrastructure. Their managed network provides connectivity through multiple entrances to the Internet backbone via multiple separate, fiber-based, fault-tolerant networks. Routers between our co-location rack and the Internet are redundant, minimizing potential single points of failure. EasyStreet's multi-million-dollar Data Center is a national-class facility hardened with multiple layers of reliability and protection.



**Vision Forms**

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: [www.visionms.net](http://www.visionms.net) Email: [info@visionms.net](mailto:info@visionms.net)

They've engineered it to avoid any single point of failure in connectivity, power, fire or air conditioning. Inside the Data Center, they've taken every precaution to assure the safety of our servers, starting with a dedicated power feed.

**Physical security**

The facilities are manned by EasyStreet personnel 24/7. They are monitored for intrusion detection with internal alarming and an external security service. Entrance is by card key\*. All access is logged, and cameras provide additional surveillance. The Data Center is located on a flat stable ground with no known faults, flood plains, flight paths or other geological threats. Cabinets and racks are bolted to the foundation for seismic stability. Overhead anchored ladders provide additional vertical stability. All cabling is overhead.

*Privacy*

Vision Forms values our customers and respects your privacy and the security of your personal information. Typically, no data is transferred through our Servers and therefore not accessible by Vision personnel. In the situation that it is necessary for Vision Forms to assist in the transfer of your data the below applies.

- We will use personal information you provide only for purposes consistent with the reason you provided it.
- When we provide personal information to companies that perform services for us, such as Wright Enterprises, we require those companies to protect the information in the same manner as Vision Forms. These service companies cannot use your personal information for any other purpose than the reason you provided it to Vision Forms.
- We do not sell any of the information collected or stored.

**Entire Agreement:**

This Agreement constitutes the entire Agreement between **City of Omak** and Vision Forms. It supersedes all prior communications, agreements, contracts and promises, either oral or written, by **City of Omak** and Vision Forms. No modification of the terms of this Agreement shall be effective unless agreed to in writing by both **City of Omak** and Vision Forms.

**Acceptance of Agreement:**

**Vision Forms, LLC.**



Accepted By (Signature)

Craig Lodgard

Printed Name

Member

Title:

8/5/2019

Date

**City of Omak**

Accepted By (Signature)

Printed Name

Title

Date

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: February 03, 2020

Subject: **Resolution 12-2020 Approving PUD Utility Line Easement and Agreement.**

---

The Attached Resolution No. 12-2020, Approving a Utility Line Easement and Agreement to the Public Utility District No. 1 of Okanogan County (PUD), is forwarded for your consideration.

The City Council of the City of Omak has approved Resolution 03-2020, a Resolution initiating the Vacation of City Right-Of-Way and set a Public Hearing date for February 18, 2020 at 7:00 PM. at the regularly held City Council meeting.

It has been determined the PUD has previously installed utilities in the portion of Jonathan Ave. that is to be vacated. The PUD requires an Easement to install and maintain the infrastructure.

The PUD has drafted a Utility Line Easement and Agreement which has been revised and approved by Mick Howe, City Attorney.

I support this resolution and Urge its Adoption.

**RESOLUTION NO. 12-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK  
APPROVING A UTILITY LINE EASMENT AND AGREEMENT TO THE PUBLIC  
UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY**

**WHEREAS**, citizens of the City of Omak require reliable power and communications services at Parcel No. 3426250113 to support its essential functions as residential housing; and

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

**WHEREAS**, the PUD has requested a 30 feet easement along the northern side of Parcel No. 3426250113; and

**WHEREAS**, the legal description and rights of use are contained within the Utility Line Easement and Agreement attached hereto.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**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

### UTILITY LINE EASEMENT AND AGREEMENT

Grantor: City of Omak  
Grantee: Public Utility District No. 1 of Okanogan County  
Legal Description: See Exhibit A  
Additional legal(s) on page:  
Assessor's Tax Parcel ID#:  
Reference Nos. of Related Documents:

The Grantor, CITY OF OMAK, a municipal corporation, and the Grantee, PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY, a municipal corporation, hereby agree as follows:

#### RECITALS

- A. Grantor is owner of certain real property in Okanogan County legally described in Exhibit A, and depicted in Exhibit B, attached hereto and by this reference incorporated herein. (referred to herein as "Grantor's Property").
- B. Grantee currently maintains electrical facilities within said property, as depicted in Exhibit C attached hereto, under the terms of a franchise agreement. Grantor intends to vacate the Property and prior to doing so desires to convey an easement to Grantee for the continued right to maintain electrical facilities within the Property.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, Grantor and Grantee do hereby agree as follows:

1. Utility Line Easement. The Grantor hereby conveys and warrants to Grantee, and its successors and assigns, an easement for construction, maintenance, repair and replacement of electrical overhead and/or underground electric distribution and transmission systems consisting of wires, transformer vaults, poles and associated fixtures ("Electrical Facilities"), and for access thereto, said easement to be thirty (30) feet in width, over, under, across and upon the Grantor's Property legally described in Exhibit A attached hereto (herein "Utility Line Easement").

This Utility Line Easement shall also allow the Grantee to ( a) remove brush, trees and other obstructions that may interfere with the construction, maintenance and operations of the Electrical Facilities; and (b) make connections to and extensions from the Electrical Facilities crossing the Grantor's property.

2. Restrictions on Use of Easement. The Grantee's use of the Utility Line Easement shall be restricted to use by the officers, directors, commissioners, employees, agents, contractors and/or representatives of the Grantee.

3. Repair. The Grantee shall repair any damage to the Grantor's Property arising from the Grantee's exercise of any of the rights granted to it pursuant to this instrument.

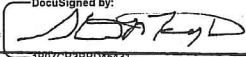
4. Permanent Easement. The benefits and burdens of the easement granted and imposed with this instrument shall run with the Grantor's property. The benefits and burdens granted and imposed pursuant to this instrument shall be subject to restrictions, reservations, rights-of way and easements apparent or of record.

DATED this \_\_\_\_ day of January, 2020.

GRANTOR City of Omak:

GRANTEE Public Utility District No. 1  
of Okanogan County

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

DocuSigned by:  
  
1897C838B03831...  
By \_\_\_\_\_  
Steven N. Taylor, General Manager

STATE OF WASHINGTON )

: ss

County of Okanogan )

I certify that I know or have satisfactory evidence that Cindy Gagne is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Omak to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
(printed name)  
Notary Public in and for the State of Washington residing at  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

EXHIBIT A

LEGAL DESCRIPTION OF VACATION

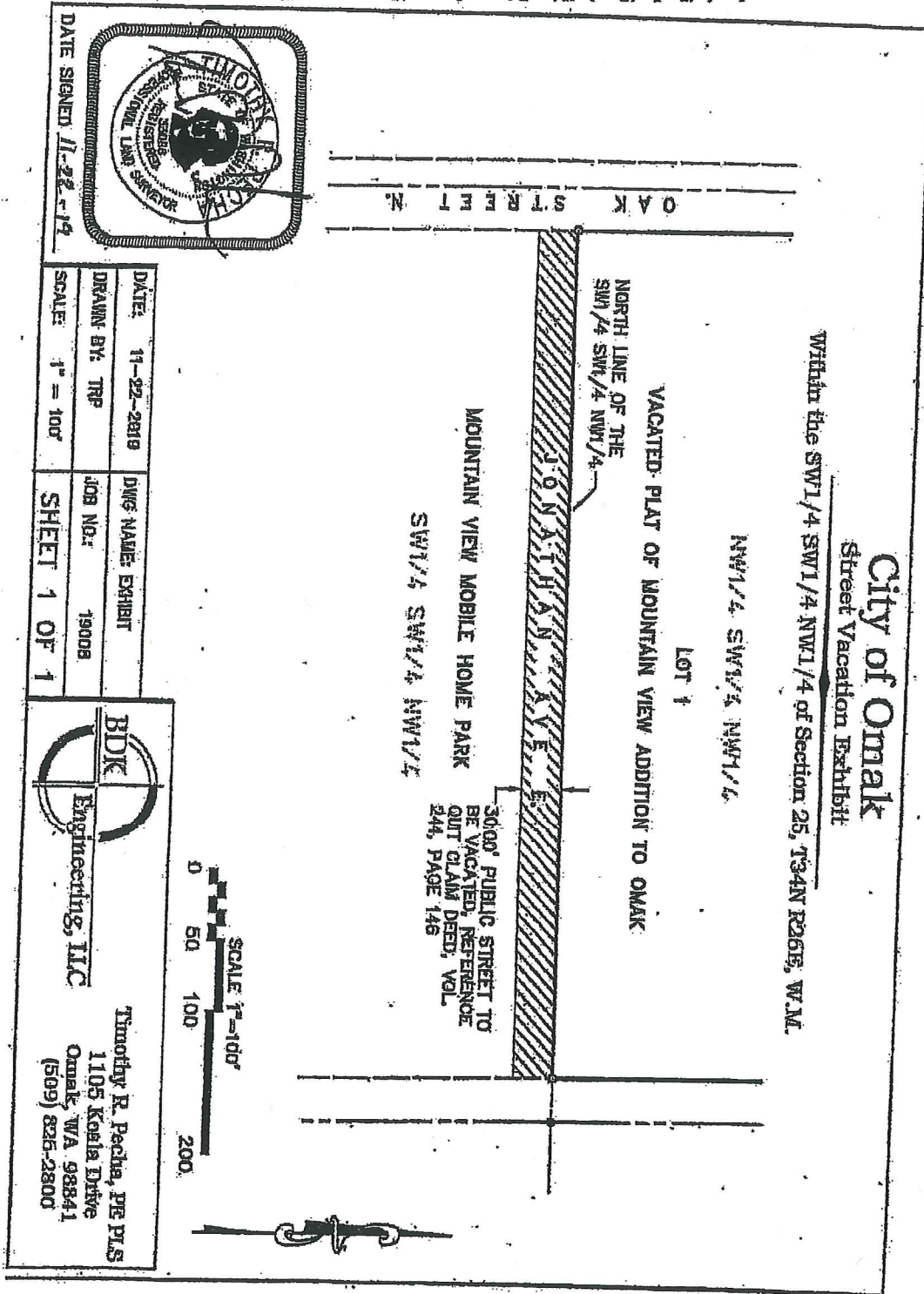
**LEGAL DESCRIPTION**  
Street Vacation of Jonathan Ave East

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.



EXHIBIT B

MAP OF AREA TO BE VACATED



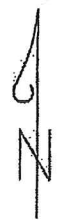
**City of Omak**  
 Street Vacaton Exhibit  
 Within the SW1/4 SW1/4 NW1/4 of Section 25, T34N R26E, W.M.

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

EXHIBIT C



PARCEL #8851700010

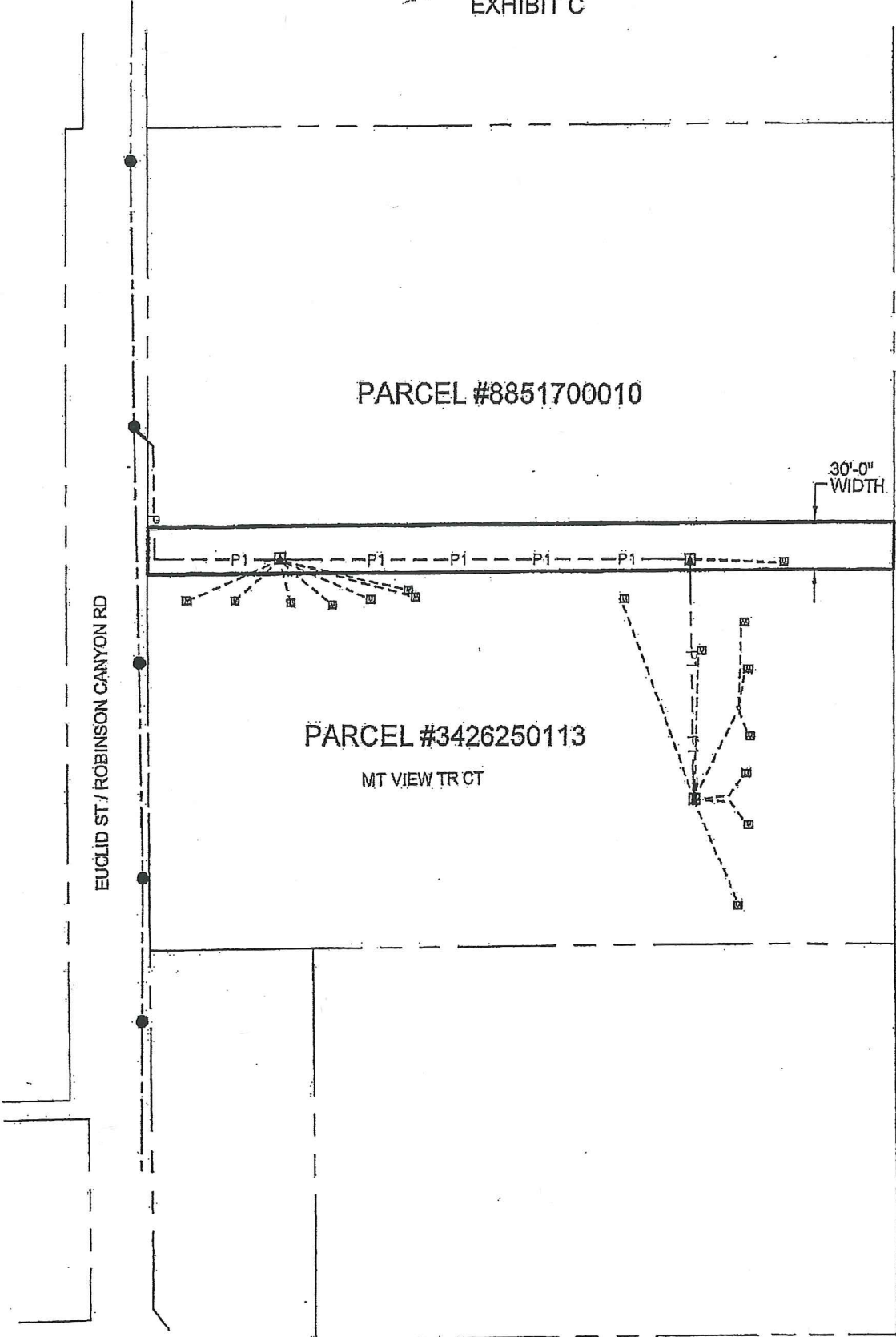
30'-0"  
WIDTH

EUCLID ST / ROBINSON CANYON RD

PARCEL #3426250113

MT VIEW TR CT

HWY 215 97A



## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: February 3, 2020

Subject: Resolution 13-2020 Business Licensing Partnership with DOR

The attached Resolution No. 13-2020, Authorizing an Agreement Between the City of Omak and the Washington State Department of Revenue for Business Licensing Services, is forwarded for your consideration.

RCW 35.09.020 requires the city to partner with the Department of Revenue (DOR) to issue city business licenses. Last year we issued an intent to partner with the DOR so that we can continue the issuance of city business licenses.

The DOR has been working with other cities and they are now ready to get us on board. It appears the process will go very quickly, and we may be ready to go live as early as July. Once implemented the city business licenses will be issued online through the DOR portal.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 13-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE DEPARTMENT OF REVENUE FOR BUSINESS LICENSING SERVICES**

**WHEREAS**, RCW 35.09.020 requires that cities partner with the Department of Revenue for the issuance of city business licenses; and

**WHEREAS**, by agreement the Department of Revenue will act as an agent for the purpose of collecting, processing, and distributing information, licenses, and fees related to city business licensing; and

**WHEREAS**, Department of Revenue will assist the city in the implementation and inclusion into the state business licensing program; and

**WHEREAS**, upon completion of the inclusion into the States Business Licensing program, business operating within the incorporated city limits of Omak will be required to obtain an annual City Business Licenses through the Department of Revenue's licensing portal.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the agreement between the City of Omak and the Washington State Department of Revenue for Business Licensing Services (K1837), a copy of which is attached hereto as Exhibit "A", is hereby approved and the Mayor is authorized and directed to execute the same for and on behalf of the City.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Mike Foth, Mayor Pro-Tem

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

BUSINESS LICENSING SERVICES AGREEMENT

EXHIBIT A

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of Omak
	("Revenue")	("Partner")
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 72 Omak, WA 98841
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	2 N Ash Street Omak, WA 98841
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	Cindy Gagne/Mayor (509) 826-1170 mayor@omakcity.com

II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW."

III. Effective Date

This Agreement is effective as of (check one) :  (mm/dd/yyyy).  
the date of the last signature  of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

#### V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
  - The Business License Application and other forms and processes established by Revenue;
  - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
  - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

#### VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

#### VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

#### VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

#### IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

#### X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous

- A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. **Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. **No Waiver.** The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. **Assignment and Delegation.** Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. **Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. **Survival.** Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. **No third party beneficiaries.** This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. **Amendments.** No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. **Merger and integration.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. **Changes in law.** The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.



*IN WITNESS WHEREOF*, this Agreement is executed effective as of the date specified above.

State of Washington  
Department of Revenue  
Business Licensing Services

Partner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Template approved as to form

Approved as to form

\_\_\_\_\_  
On File  
Kelly Owings,  
Assistant Attorney General for Washington State

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT A**  
**CONFIDENTIALITY AND DATA SHARING**  
**AGREEMENT**

**I. Purpose and Scope**

The following provisions establish the terms under which the Department of Revenue ("Revenue") and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the "Agreement").

**II. Definitions**

- A. "Confidential Licensing Information" (CLI) has the same meaning as "Licensing Information" under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. "Confidential Tax Information" (CTI) has the same meaning as "Return," "Tax Information," and "Taxpayer Identity" under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. "Confidential" refers to data classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. "Portable Devices" refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. "Portable Media" refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. "Data" refers to individual pieces of information.
- G. "Cloud" refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of "cloud" can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. "Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. "Complex Password" or "Complex Passphrase" refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

**III. Data Classification, Authorized Use, Access, and Disclosure**

- A. **Data Classification:** Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. **Permitted Uses:** Business licensing information may be used for official purposes only.
- C. **Permitted Access:** Business licensing information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. **Permitted Disclosure:** Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
  - 1) Ordered under any judicial or administrative proceeding; or
  - 2) Otherwise expressly authorized by Revenue in writing.

#### **IV. Confidentiality**

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. **Ensuring Security:** Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

#### **V. Statutory Prohibition Against Disclosure; Confidentiality Agreement**

- A. **Criminal Sanctions.** RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

#### **VI. Breach of Confidentiality**

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

#### **VIII. Data Security**

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
  - 1) **Workstation hard disk drives**
    - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
    - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
    - c) Workstations must be maintained with current anti-malware or anti-virus software.
    - d) Software and operating system security patches on workstations must be kept current.

- 2) Network servers
  - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
  - b) Data on disks mounted to such servers must be located in a secure physical location.
  - c) Servers must be maintained with current anti-malware or anti-virus software.
  - d) Software and operating system security patches on servers must be kept current.
- 3) Backup tapes or backup media
  - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
  - b) Backup devices, tapes, or media must be kept in a secure physical location.
  - c) Backup tapes and media must be encrypted.
  - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.
- 4) Cloud Storage
  - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
  - b) Revenue and Partner will, at a minimum, meet the following requirements:
    - i. Encrypt the data at rest and in transit.
    - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
    - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
  - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
  - b) Staff will not email information provided by Revenue to anyone outside of City staff.
  - c) Staff shall only access Revenue information on a City network computer.
  - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

**B. Protection of Data in Transit**

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

### **IX. Data Segregation**

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

### **X. Data Breach Notification**

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

### **XI. Disposition of Data**

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

### **XII. Data Destruction Procedures**

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
  - 1) Incinerate the disc(s); or
  - 2) Shred the discs.
- B. Magnetic tape(s)
  - 1) Degauss;
  - 2) Incinerate; or
  - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
  - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
  - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
  - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
  - 4) Physically destroy disk(s)

D. Portable media

- 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3times using either random or single character data;
- 2) For solid state hard drives and devices, use a "secure erase" utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
  - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
  - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider's procedures to permanently delete the files and folders.

\*\*\*\*end\*\*\*\*\*