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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Tuesday, February 18, 2020 – 7:00 PM**

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- A. **CALL TO ORDER**
- B. **FLAG SALUTE**
- C. **CITIZEN COMMENTS**
- D. **CORRESPONDENCE AND MAYOR'S REPORT**  
1. Vote to Designate Mayor Pro-Tempore
- E. **CONSENT AGENDA:**  
1. Approval of minutes from February 3, 2020  
2. Approval of Claims
- F. **PUBLIC HEARING:**  
1. Vacation of Jonathan Ave Street Right-of-Way
- G. **NEW BUSINESS:**  
1. Jennifer Hoffpaur – Lego Robotics Presentation  
2. Ord. 1888 – Vacating Right of Way – Jonathan Avenue East Abutting 614 Oak Street   
3. Res. 14-2020 – Approve Intergovernmental Cooperative Purchasing Agreement - Sourcewell   
4. Res. 15-2020 – Approve Purchase of Sewer Vac Truck   
5. Res. 16-2020 – Approve Stampede MOA 
- H. **OTHER BUSINESS:**  
1. Council Committee Reports  
2. Staff Reports

 Action by City Council

**ORDINANCE NO. 1888**

**AN ORDINANCE VACATING A 30 FEET PORTION OF RIGHT OF WAY OF  
JONATHAN AVENUE EAST ABUTTING 614 OAK STREET**

**WHEREAS**, the necessary statutory process was initiated to vacate a 30 feet wide portion of public right of way, the legal description as shown on attached "**Exhibit A**", and incorporated herein as though fully set forth; and

**WHEREAS**, Omak City Council approved Resolution 03-2020 on January 6, 2020, allowing the petition for street right of way vacation to proceed and setting a public hearing date; and

**WHEREAS**, the City Clerk gave the statutory notice of the pendency of action by mailing and posting notices as required by law; and

**WHEREAS**, a Staff Report, "**Exhibit B**" attached hereto, was prepared recommending approval; and

**WHEREAS**, a public hearing on said petition was set for the 18th day of February 2020, at 7:00 p.m. in the Omak City Council Chambers, Omak City Hall, Omak, Okanogan County, Washington; and

**WHEREAS**, said public hearing was held as noticed; and

**WHEREAS**, the City Council of the City of Omak found it to be in the public interest to vacate the above-described right of way; and

**WHEREAS**, no written objections were filed pursuant to RCW 35.79.020,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The 30-foot wide strip of dedicated public right of way abutting 614 Oak Street as shown on attached "**Exhibit A**" is hereby vacated.

**Section 2.** Fee title to said property shall belong to the owner of the property to the south, abutting the said vacated strip.

**Section 3.** The city shall retain easement rights over or under, as necessary, of said vacated right of way.

**Section 4.** A certified copy of this ordinance shall be recorded in the Office of the Auditor of Okanogan County.

**Section 5.** This ordinance shall become effective after passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

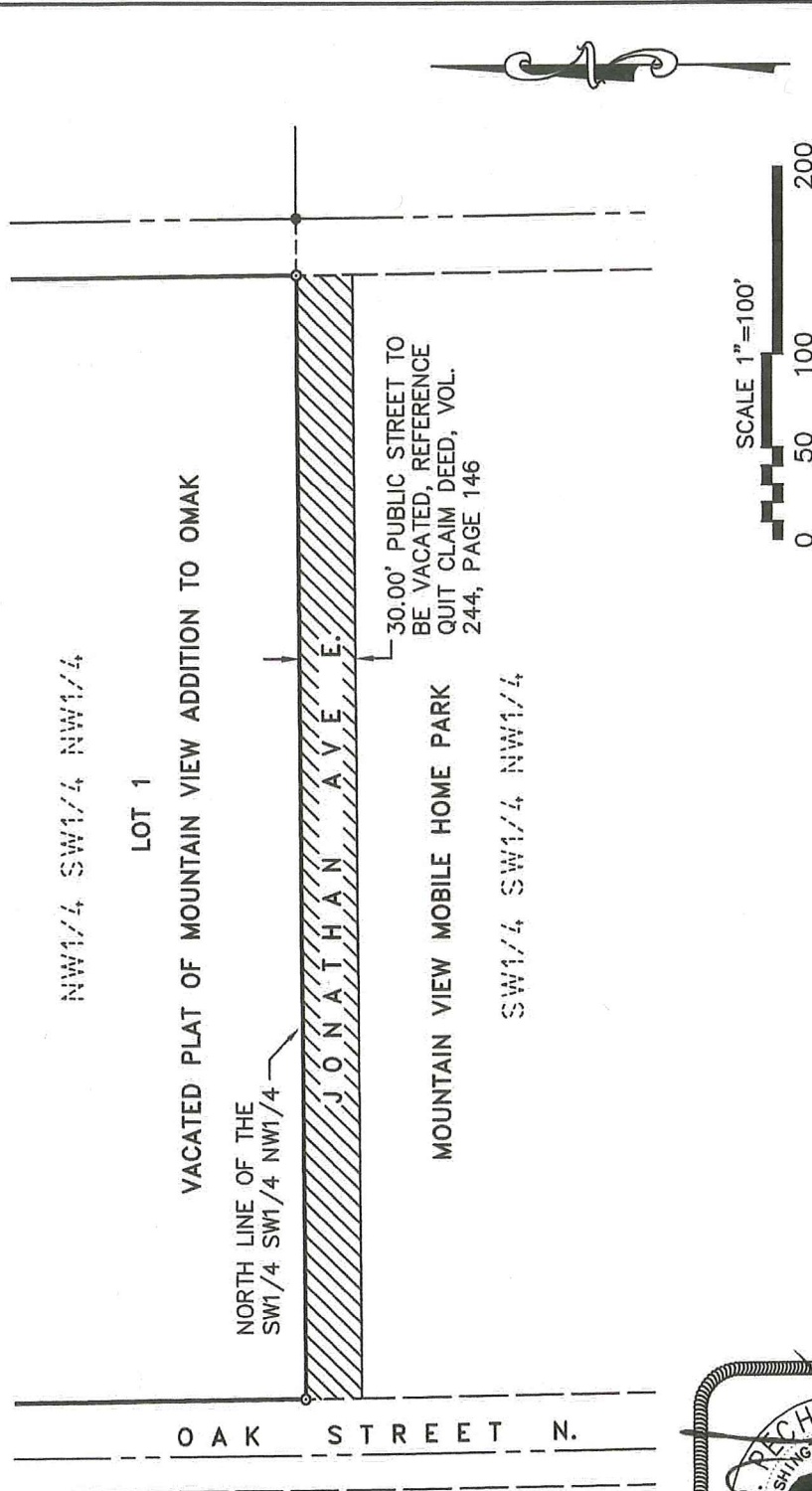
**- LEGAL DESCRIPTION -**  
**Street Vacation of Jonathan Ave East**

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.

# City of Omak

## Street Vacation Exhibit

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



LOT 1

VACATED PLAT OF MOUNTAIN VIEW ADDITION TO OMAK

NORTH LINE OF THE SW1/4 SW1/4 NW1/4

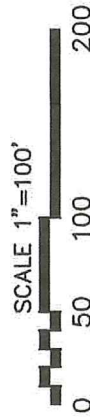
JONATHAN AVE. E.

30.00' PUBLIC STREET TO BE VACATED, REFERENCE QUIT CLAIM DEED, VOL. 244, PAGE 146

MOUNTAIN VIEW MOBILE HOME PARK

SW1/4 SW1/4 NW1/4

OAK STREET N.



**BDK**  
Engineering, LLC

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

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

DATE SIGNED 11-22-19

## Staff Report

To: Mayor Cindy Gagne and Omak City Council

From: Tyler Wells, Building Official / Permit Administrator

Date: February 18, 2020

Subject: Initiation to vacate a portion of Jonathan Avenue Right of Way

At the January 6, 2020 City Council meeting the City Council of the City of Omak approved Resolution No. 03-2020. Initiating the vacation of a portion of Jonathan Avenue Right-Of-Way between Oak Street and Pine Street.

The City Council adopted Resolution No. 03-2020 at that meeting and set a public hearing date for February 18, 2020.

Public Hearing notice was posted in three public places in the City, posted in a conspicuous place on the portion of street to be vacated, and all abutting property owners also receive notice via certified mail. The notice was published in the Omak-Okanogan County Chronicle on January 15, 2020 as required by law.

### **BACKGROUND:**

On July 3, 2017 at the regularly held city council meeting the City accepted a Notice of Intent to commence annexation proceedings from Nancy Nash-Mendez of the Housing Authority of Okanogan County (HAOC) and Suzanne Obermeyer representing the Office of Rural and Farmworker Housing regarding a proposed annexation in the City for Okanogan County Assessor Parcel No. 8851700010, for multi-housing units for the community. The Petition for Annexation was accepted by Omak City Council and forwarded to the Omak Planning Commission for review and comment.

On April 1, 2019 at regularly held city council meeting the City council of the City of Omak accepted and approved the preliminary Planned Development with recommendation and conditions from the Omak Planning Commission. Preliminary approval is conditioned on the HAOC dedicating sixty (60) feet of property along the south property line of Parcel No. 8851700010 to the City. 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.

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 Jonathan Avenue right-of-way. A thirty (30) feet right-of-way along 9<sup>th</sup> Avenue East, now identified as Jonathan Avenue was deeded for the purpose of a Public Street, Okanogan County recording 594865, February 21, 1973, vol.244, Pg. 146. The City has determined that improvements from the development of Okanogan County Assessor Parcel

No. 3426250113 are encroaching into the dedicated right-of-way for Jonathan Avenue. With the addition of the sixty (60) feet of right-of-way dedicated to the City by the HAOC as a condition of the approval of the Planned Development, the original thirty (30) feet of dedicated right-of-way encroached upon by the improvements on Parcel No. 3426250113 is no longer needed by the City.

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.

Omak City Council and staff finds it is in the public interest (to protect our housing inventory) to vacate the right-of-way as legally described in "Attachment A" hereto, and will provide legal posted and mailed notice to all 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.

**Administrator Analysis:**

Mangat properties 1 LLC is the legal owner of Parcel #3426250113. ***Zoned Residential Multifamily (RM)***

**11.24.040 Council may not proceed if property owners object.**

In all cases, the city shall be prohibited from proceeding further with the process if fifty percent or more of the abutting property owners file written objection to the proposed vacation with the city clerk/treasurer prior to the time of hearing.

**Mangat Properties 1 LLC and Housing Authority of Okanogan County are the only abutting property owners and have raised no objections to the ROW vacation petition**

**11.24.050 Report, investigations and recommendations to city council.**

Upon resolution of the city council to set a public hearing to consider a petition, all requests for street vacation, whether by petition or by council initiation, shall be submitted to the public works director who shall prepare a report and recommendations to the city council. The public works director shall investigate and report on at least the following:

(a) Ownership of the property abutting on the street or portion sought to be vacated. Proof of ownership of abutting property by the title insurance or certificates may be required, such proof to be furnished by, and at the expense of the petitioners upon request of the city clerk;

**Proof of ownership has been confirmed by the City Clerk**

(b) Whether and in what respect the public may be benefited or harmed by the vacation;

**There is no apparent negative impact to the public if the vacation were to be granted rather the public would benefit in the form of maintaining and protecting our housing inventory.**

(c) Whether the public benefit of the area's use is insufficient to justify the cost of maintenance;

**There will be no cost of maintenance for the City.**

(d) Which property or properties will be directly benefited or adversely affected by the vacation, and in which way;

**There are no apparent negative impacts.**

(e) What effect the vacation will or may have upon property served or which might be served by said vacated street, and whether said street has been opened or constructed, and if so, to what standard;

**The thirty (30) feet of right-of-way to be vacated has not been developed. The new sixty (60) feet of right-of-way dedicated, will be constructed and maintained to the City of Omak standards.**

(f) How said street relates to other streets and highways, and whether other portions of the Subject Street or alley have already been vacated;

**The vacation of the proposed right-of-way will have no affect on other portions of the right-of-way. There are no other portions of the right-of-way that have been vacated.**

(g) Whether the substitution of an alternate way would be more useful to the public;

**The public will benefit by maintaining and protecting our housing inventory.**

(h) Whether future changes in conditions may increase public use or need;

**The granting of the vacation will have a positive impact and effect on future public use and need.**

(i) How the street or alley sought to be vacated became a public right-of-way;

**A thirty (30) feet of right-of-way along 9<sup>th</sup>. Avenue East, now identified as Jonathan Avenue was deeded for the purpose of Public Street, Okanogan County recording 594865, February 21, 1973 Vol. 244, Pg. 146.**

(j) Whether any utilities now exist in said street, or whether such street may be reasonably necessary for future utility uses;

**Okanogan County PUD has some primary and secondary power lines in the portion of right-of-way to be vacated. All City utilities will be developed in new sixty (60) feet of right-of-way dedicated from HAOC.**



(k) The necessity or desirability of the city retaining an easement or the right to exercise and grant easements for emergency vehicle access and construction, repair and maintenance of public utilities and services over the land sought to be vacated.

**The City of Omak and PUD No.1 of Okanogan County have entered into a Utility Line Easement and Agreement for maintenance purposes. All existing easements shall be clearly delineated on the final site map.**

**11.24.060 Criteria for council decision.**

(a) The city council shall not vacate any street, alley or parts thereof if any portion thereof abuts any body of salt or fresh water unless the vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage, or launching sites, park, viewpoint, recreational or educational purposes or other public uses.

**Not Applicable**

(b) The city shall not vacate any previously dedicated right-of-way unless, upon all the facts presented in public hearing, it concludes that:

(1) Granting the vacation will not conflict with the general purpose and objectives of the city's comprehensive plans for land use, transportation, utilities, drainage, parks, trails and open space;

**There is no conflict.**

(2) The vacation will provide a public benefit or be for a public purpose;

**No negative affect to the public but rather a benefit to the public**

(3) Vacation of the right-of-way will not adversely affect the street pattern or circulation of the immediate area or the community as a whole;

**There are no apparent adverse affects to the immediate area or the community as a whole.**

(4) The right-of-way to be vacated is not contemplated or needed for future public use;

**There are no anticipated future needs for the subject property at this time.**

(5) There is at least one alternate mode of ingress and egress meeting city standards for emergency services available to all abutting owners, even if less convenient than the existing right-of-way;

**Emergency services will not be impacted and no negative impact to site ingress/egress**

(6) Provision has been made for utility easements where needed to construct, repair and maintain public utilities and services;

**City utilities will not be affected in the area to be vacated (see 11.24.050 (k) above).**

(7) The request for vacation was not initiated to correct a condition created by the applicant in violation of city ordinance;

**Not Applicable**

(8) The vacation will maintain or create straight and continuous right-of-way lines on at least one side for the full block.

**The vacation will create straight and continuous right-of-way lines on at least one side of the full block**

**11.24.070 City council decision.**

At the conclusion of the public hearing, the city council may take the following action:

(a) Pass a motion of intent to vacate all or a portion of the requested vacation, stating that the city council will, by ordinance, grant the vacation with no conditions;

(b) Pass a motion of intent to vacate all or a portion of the requested vacation stating that the city council will, by ordinance, grant the vacation by means of an ordinance to be effective upon payment of fees and satisfaction by the applicant of all other stated conditions within specified time periods; or

(c) Pass a motion denying the proposed vacation.

**11.24.080 Granting—Conditions.**

If the city council decides to grant all or a portion of the vacation, such action shall be made by ordinance with such conditions or limitations as the city council deems necessary and proper to preserve any desired public use, benefit or interest, such as, but not limited to, reserving within the portion of the street or alley which is vacated (1) easements for access, construction, repair and maintenance of public utilities; (2) easements for trails; and (3) easements for other public needs.

**11.24.120 Waiving compensation—Other governmental agencies, entities, jurisdictions.**

Where vacation or transfer of a public way is applied for by or on behalf of a nonprofit entity or another governmental agency, entity or jurisdiction, or where the city council finds that approval of the vacation provides substantial public benefit, it may waive any compensation except filing fees normally required by this chapter. A transfer or vacation of property on which compensation has been waived under this section shall be accompanied by a covenant providing that the

city shall be compensated at current fair market value at the time of any future sale or lease of the subject property by such other governmental agency, entity or jurisdiction.

**An Appraisal is not required at this time as the right-of-way is now considered as surplus to the City.**

**Finding of Facts:**

1. A proper petition for vacation was filed in accordance with RCW Chapter 35.79 Hearing-Ordinance of Vacation and OMC Chapter 11.24 Street Vacations.
2. Ownership has been confirmed by the City Clerk pursuant to OMC Section 11.24.040.
3. The Council did pass Resolution 03-2020 fixing the date of the hearing and providing notice thereof.
4. Proper notice of said hearing was given.
5. The vacation is in conformance with OMC Chapter 17.32 Design Standards.
6. The right of way is not designated by the Comprehensive Plan as needed.
7. The right of way does not abut a body of water.

**Recommendation:**

With the additional sixty (60) feet of right-of-way dedicated to the city by the Housing Authority of Okanogan County, the right-of-way proposed for vacation could be considered as surplus to the City.

Staff recommends that the city council approve the motion by ordinance, and the City reserve an easement for access, construction, repair and maintenance of public utilities.

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: February 18, 2020

Subject: Resolution 14-2020 approving a cooperative purchase agreement with Sourcewell

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The Attached Resolution 14-2020, A Resolution of the Omak City Council approving an Intergovernmental Cooperative Purchasing Agreement Between the City of Omak and Sourcewell, is forwarded for your consideration.

This Agreement will assist the city with purchase and procurement of goods and services. This will be similar to the Department of Enterprise and King County Directors' Association (KCDA). This program gives us another avenue to research and procure goods and services at the best available value & pricing.

Chapter RCW 39.34 encourages the use of cooperative agreement to facilitate efficiencies in local government.

This is a no cost agreement that will automatically renew annually.

I approve this resolution and urge its Adoption

**RESOLUTION NO. 14-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN  
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN  
THE CITY OF OMAK AND SOURCEWELL**

**WHEREAS**, Chapter 39.34 RCW permits local governments to enter into cooperatives with other localities for mutual advantage; and

**WHEREAS**, The Source well, a subdivision of the State of Minnesota, provides an eligible cooperative purchasing program that will benefit the City of Omak with various goods and service purchases; and

**WHEREAS**, this is no cost agreement that will be automatically renewed annually until terminated by either party.

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby resolve that the Intergovernmental Cooperative Purchasing Agreement, attached hereto as "Attachment A" between the CITY OF OMAK, a municipal corporation and Sourcewell, a political subdivision of the State of Minnesota, is hereby approved.

The Mayor is hereby authorized and directed to execute the same for and on behalf of the City.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

# EXHIBIT A

## SOURCEWELL INTERLOCAL AGREEMENT

This Agreement, made effective on the date hereof, is between the Sourcewell (formerly National Joint Powers Alliance) and the City of Omak (hereinafter referred to as "Governmental Unit").

### Recitals

- A. Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3; and
- B. Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members following a competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services; and
- C. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies through Minn. Stat. § 471.59; and
- D. Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America; and
- E. Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and
- F. Governmental Unit and Sourcewell desire to enter into this Interlocal Agreement for the purpose of Governmental Unit accessing available contracts for goods and services from Sourcewell Awarded Vendors.

Sourcewell and the Governmental Unit hereby agree as follows:

### Agreement

1. Sourcewell will make its contracts for goods and services and/or other Sourcewell services available to the Governmental Unit. The Governmental Unit will be a Sourcewell Service Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through Sourcewell to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.

5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.

6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.

7. To purchase goods and services from Sourcewell contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of Sourcewell contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the Sourcewell contract. The Governmental Unit will not use the goods available under Sourcewell contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.

9. There shall be no financial remunerations by the Governmental Unit to Sourcewell for the use of Sourcewell procurements, contracts or agreements or the payment of any fees to Sourcewell. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.

10. The Sourcewell contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

IN WITNESS, WHEREOF, the parties have executed this Interlocal Agreement effective the day and year written below.

Governmental Unit

Sourcewell

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

Its Mayor, Cindy Gagné  
TITLE

Its \_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**SOURCEWELL AGREEMENT**

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and the City of Omak (hereinafter referred to as the "Member").

**Agreement**

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**Member Name**

**Sourcewell**

By \_\_\_\_\_  
Its Mayor, Cindy Gagné  
TITLE

\_\_\_\_\_  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**MEMBER INFORMATION**

Indicate an address to which correspondence may be delivered.

Organization Name\* City of Omak

Address\* P.O. Box 72

City Omak

State/Province Code Wa ZIP code\* 98841

Country USA

Employer Identification Number 91-6001262

Website omakcity.com

Contact person\* (First, Last) Todd McDaniel

Job Title\* City Administrator

Job Role\* Administration

E-mail\* admin@omakcity.com

Phone\* 509.826.1170

**Organization Type:**

**Government**

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

**Education**

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

**Non-Profit (Please include documentation demonstrating non-profit status)**

- Church
- Medical Facility
- Other

**REFERRED BY**

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show \_\_\_\_\_
- Search Engine/Web Search

**RETURN COMPLETED AGREEMENT TO:**

Sourcewell  
202 12<sup>th</sup> Street NE  
P.O. Box 219  
Staples, MN 56479

877-585-9706  
membership@sourcewell-mn.gov

*\*Denotes required information*

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: February 18, 2020

Subject: Resolution 15-2020 approving purchase of Sewer Vac Truck.

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The Attached Resolution 15-2020, A Resolution of the Omak City Council approving a purchase of a Sewer Vac Truck, is forwarded for your consideration.

The existing vac truck in the ER fleet is due for replacement. The mechanics have evaluated its current condition and recommend its replacement on schedule.

Public Works has reviewed the various specifications, operations and costs of comparable equipment. Three trucks were tested in the field. Sewer vac trucks are complex vehicles that are used for cleaning sanitary lines, sanitary wells and hydro excavation. The GAPVAX MC Series was selected for its ability to best meet the needs of the Public Works departments. Equipment was evaluated for price, operation, routine maintenance, parts and service availability.

This purchase will be made in accordance with RCW 39.34 the Interlocal Cooperation Act. Sourcewell, a subdivision of the state of Minnesota, has an active purchasing contract with GAPAX for the MC Series truck. This process allows us to "piggyback" onto their contracts for purchases of goods and services. This save us the time, effort, and expense of establishing specifications, advertisement, and the formal bid process. The Sourcewell contract was let as a Request for Proposal.

This type of purchase through a purchasing cooperative has only recently become an option for small cities. Interlocal Cooperative ACT 39.34 allows members of a cooperative to satisfy their bidding and proposal process as long as the awarding agency follow their statute requirements. I have vetted this through the City Attorney, MRSC, and other local jurisdictions.

I approve this resolution and urge it Adoption

**RESOLUTION NO. 15-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A SEWER VAC TRUCK.**

**WHEREAS**, the Public Works Department has determined the need to replace our existing sewer vacuum and hydro excavation truck; and

**WHEREAS**, the Department has evaluated different brands of equipment for operation, price, and serviceability; and

**WHEREAS**, the MC series sewer vacuum truck manufactured by GAPVAX was selected as the most suitable equipment to meet the needs of the Public Works Department; and

**WHEREAS**, Sourcewell, a cooperative purchasing agency of the State of Minnesota, has a current contract with GAPVAX for the purchase of the desired equipment; and

**WHEREAS**, the Revised Code of Washington, Chapter 39.34 encourages the use of cooperative agreements to increase the efficiencies of local governments; and

**WHEREAS**, necessary funds for the purchase of this equipment has been appropriated in the City of Omak's 2020 Budget; and

**WHEREAS**, the regional dealer for GAPVAX equipment, ONE.7, Inc., has provided pricing and purchase information in accordance with Sourcewell contract No. 122017-GPV.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a GAPVAX sewer vac truck from One.7, Inc., a copy of the quote attached hereto as Exhibit "A" is hereby approved, and the mayor is authorized to effect all necessary action for the purchase of this equipment.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

SOURCEWELL CONTRACT NO. 122017-GPV



---

**PREPARED BY**

1Point7 Inc

Barry Stonebraker - barry@1point7.com

---

**PREPARED FOR**

Wayne Beetchenow

City of Omak  
2 N Ash St  
Omak, WA,

# QUOTE

**GapVax**



**QUOTE ID**  
20031 (January 28, 2020) REV 1

.43860

**PRICING FROM**  
12/31/2019



	OPTION DESCRIPTION	NOTES	QTY
<b>CHASSIS OPTIONS</b>			
CHA001	WESTERN STAR 4700SF 6 X 4 - 370 HP - 62,000 LB. GVWR - AUTO	MODEL YEAR 2020	1
	CUMMINS L9 RATED FOR 370 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
<b>DEBRIS BODY OPTIONS</b>			
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AND WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1	DEBRIS BODY FLUSH OUT SYSTEM		1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A6A	TRASH PUMP - STANLEY 4" 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A11B	FILTER SCREEN FOR PUMP OFF SYSTEM (SHORT BOX)	REQUIRES A5 OR A6	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A21B	ADD FOLDING LADDER EXTENSION	REQUIRES A21	1
A22A	GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1
A37A	UPGRADE BODY INLET CANNON TO 12" HX STYLE WITH 4" CLEANOUT		1
A39	LONG POLE HOLDER TO ACCOMMODATE (3) 12' CLAM DIGGERS		1
<b>WATER TANK OPTIONS</b>			
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR OF TANK		STANDARD
B23A	GALVANIZED BAFFLES IN THE WATER TANK		1

<b>VACUUM SYSTEM OPTIONS</b>		
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS	STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN	STANDARD
STD	6" SAFETY VACUUM RELIEF	STANDARD
STD	EMERGENCY STOP FUNCTION FOR VACUUM	STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG	1
<b>WATER SYSTEM OPTIONS</b>		
STD	TRI-PLEX WATER PUMP SYSTEM	STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE	STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT	STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES	STANDARD
STD	SET WASHDOWN CIRCUIT TO 800 PSI	1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI	1
D27A	10 GPM 2500 PSI HYDRAULICALLY DRIVEN PUMP	1
D4A	UPGRADE TO URACA MULTIFLOW VALVE - SET WASHDOWN CIRCUIT TO 800 PSI	1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT	2
D8	EXTRA HANDGUN CONNECTION WITH 50' X 1/2" HOSE	HOSE REEL NOT INCLUDED 1
D18	AIR OUT SYSTEM FOR HX CIRCUIT	1
D21	WATER RECIRCULATION VIA AUTOMATIC TRANSMISSION	1
D25B	100' X 1/2" HAND GUN REEL FOR HX SYSTEM	1
D35B	1/2" HX LANCE WITH 6' EXTENSION AND RIPSAW NOZZLE	1
<b>BOOM OPTIONS</b>		
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION	STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE	STANDARD
STD	DUAL 4" LIFT CYLINDERS	STANDARD
STD	CAB PROTECTION RACK	STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION	1
E7	3/16" HEAVY DUTY BOOM ELBOW WITH 6" FORMED CHANNEL RADIUS	1
<b>HOSE REEL OPTIONS</b>		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION	STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI	STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS	STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED	1
F11	AUTOMATIC HOSE LEVEL WINDER	1
F16A	DOUBLE ROLLER ON AUTO LEVEL WIND	1
<b>CONTROLS, GUAGES, ACCESSORIES OPTIONS</b>		
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP	STANDARD
STD	WEATHER-TIGHT CONTROL PANEL MOUNTED AT FRONT HOSE REEL	STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP	STANDARD
STD	EMERGENCY STOP DE-ENERGIZE WATER PUMP AND BREAK VACUUM	STANDARD



STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS	STANDARD
G2B	<b>G2B CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES:</b>	1
	LOW WATER SHUTDOWN PROTECTION	1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION	1
	ENGINE OVERSPEED PROTECTION	1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS	1
G6	BLOWER TEMPERATURE GAUGE WIRED TO VACUUM RELIEF	1
G14	BODY UP LIGHT	1
G15	TAILGATE UP LIGHT	1
G16	BOOM UP LIGHT	1
	OMNEX T110 WIRELESS REMOTE	STANDARD
G21B	WIRELESS REMOTE WITH BOOM, VACUUM AND HX WATER ON/OFF	1
<b>LIGHTING</b>		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS	STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES	STANDARD
H1	ONE STROBE LIGHT FRONT - WHELEN L10 SUPER LED	1
H2	ONE STROBE LIGHT REAR - WHELEN L10 SUPER LED	1
H5B	(2) BOOM WORK LIGHTS - HELLA OPTILUX LED WORK LIGHTS (PN: LHT022429)	1
H6B	(2) REAR WORK LIGHTS - HELLA OPTILUX LED WORK LIGHTS (PN: LHT022429)	1
H7BA	(2) SIDE WORK LIGHTS - HELLA OPTILUX LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)	1
H10	HAND SPOTLIGHT WITH 25' CORD	1
H15C	WHELEN ION SUPER LED FLASHERS - 8 LIGHT HEADS	1
	2 ON EACH SIDE FRONT @ 90 DEGREES, 2 ON EACH SIDE REAR	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK	1
<b>STORAGE OPTIONS</b>		
STD	25' FIRE HOSE BASKET	STANDARD
STD	TWO (2) GALVANIZED STEEL TUBE TRAYS	STANDARD
16C-DS	ALUMINUM, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE	1
19B	48" TOOL BOX - ALUMINUM, 48" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE	1
113	TUBE RACK - FOUR TUBE RACK - NON-FOLDING	1
110	HAND GUN HOLDER - TOP OF CURBSIDE TOOL BOX	1
114	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	1
116A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE	1
117A	NOZZLE RACK - SIX (6) NOZZLES, 1"	1
120A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG	1
126B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
<b>CHASSIS OPTIONS</b>		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD

STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD	
J0	FRONT BUMPER - MAY NOT BE REQUIRED IN ALL STATES	1	
J3	TOW HOOKS FRONT	1	
J4B	TOW HOOKS REAR - FRAME MOUNTED	1	
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES	1	
J18	REMOTE LUBE OF TAILGATE LIFT COMPONENTS AND TAILGATE LOCKS	1	
<b>PAINT OPTIONS</b>			
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD	
STD	PAINT BODY WHITE	STANDARD	
STD	PAINT FRAME AND PARTS BLACK	STANDARD	
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD	
STD	FLEET FINISH	STANDARD	
<b>MISCELLANEOUS OPTIONS</b>			
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD	
STD	TIGER TAIL HOSE GUIDE	STANDARD	
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD	
M3	FILL HOSE 25' X 2 1/2"	1	
M5	LEADER HOSE 10' X 1"	1	
M8G	1" PIRHANA SEWER HOSE - 2,500 PSI X 600 FT PLASTIC (ORANGE) (PN: HOS022393)	1	
M13	HYDRANT WRENCH	1	
M27	TIGER TAIL (TOTAL OF TWO)	1	
M29	ONE CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR, TV-505A	1	
M33	ADAPTER: 8" MALE TO 6" MALE CAMLOCK	1	
<b>CUSTOM OPTIONS</b>			
**	NOTE: Option D8 / D7a - Mount washdown reel at front of truck curbside.	Replace bumper tool box	1
***	Mount washdown gun holder on front curbside bumper.		1
****	4 tube non-folding rack mounted on curbside debris body		1



## PRICING SUMMARY

<b>PRICE OF BASE UNIT WITH OPTIONS</b>		<b>\$ 456,949.79</b>
<b>DISCOUNT</b>		<b>\$ 3,000.00</b>
<b>DELIVERY</b>		<b>\$ 7,800.00</b>
<b>ESTIMATED SUBTOTAL</b>		<b>\$ 461,749.79</b>
<b>SALES TAX</b>	8.7%	39,493.63
<b>FEDERAL EXCISE TAX (BODY)</b>	N/A	\$ -
<b>FEDERAL EXCISE TAX (CHASSIS)</b>	N/A	\$ -
<b>TOTAL PRICE (PER UNIT)</b>		<b>\$ 461,749.79</b>

ALL PRICES ARE IN US DOLLARS

493,443.42

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

\*\*\* FOB DESTINATION \*\*\* TERMS - NET, 15% DOWN \*\*\*

FOB N/A ✓

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please return a signed copy to [barry@1point7.com](mailto:barry@1point7.com)

# GapVax Incorporated

## Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property, and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance of this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder. GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses, delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

**Authorized Distributors:**



## One.7, Inc., in Ravensdale, Washington

We're committed to bringing customers and specialized [equipment \(/trucks-street-sweepers-for-sale-wa-ca-az-nv-ak-nj-ut-xAllInventory\)](#) together. With a combined 48 years of experience in the industry, you can bet we know what we are looking for in this type of equipment!

One.7 was formed in 2005 when we decided to move out of the family owned street maintenance business, which was started in 1982, to become Equipment Dealers. Throughout the years, it became difficult to find a good quality used air and mechanical sweeper, parking sweeper, commercial sweeper, push broom sweeper, drain cleaning equipment or even vector trucks. The Dealership was formed with the intention of providing good quality Street Maintenance and Environmental Equipment you can count on!

### One.7 Story as told by Tina McDonough

Go exactly 1.7 miles...

Mid January 2005 my husband (Cory) and I were invited by one of our best friends (you know who you are!) to his home in Telluride for a ski trip! We went with another couple as well and flew from Seattle, WA to Denver, CO and then took another plane into Montrose. We proceeded to get a rental car and with the directions our friend had given us and set out on our journey to his home. His directions were very specific when we turned off the main road go exactly 1.7 miles and we would find his home.



**First truck ever sold at One.7**

friendships with the most amazing people.

Needless to say 1.7 miles came and went many times and we did not immediately find his home. Keep in mind we are now on a gravel road covered with snow and have gone up and down every road. After taking turns driving and pushing the odometer button and clocking 1.7 miles, still no Luck! Thankfully after hours of driving we ran into a local who gave us directions and low & behold we finally made it almost 4 hours later! This ended up being the joke of our entire trip. We joked, "I will be there in 1.7 seconds, I should be down the hill in 1.7 minutes!" We even joked that it would make a great company name some day! We even signed his guest book upon leaving with the One.7 name and wrote "someday!"

Little did we know that at the end of that very month our life would forever take a different path with both of us leaving a family business to take on the challenge to become a dealership. When we decided to start our own business we got together with a bunch of close friends and talked about great company names and ultimately and unanimously agreed upon One.7. One.7 was formed officially on February 10, 2005, and has been a blessing, a journey and more than we could have ever imagined.

Some people think we are a radio station when we call and many ask to hear the "unique story" of the name. Telling the story will never get old and always puts a smile on our faces each and every time! The customers, vendors and friends we have met along the way have enriched our lives and has forged lifetime relationships and

CONTACT US (/SEND-US-AN-EMAIL-WITH-ANY-COMMENT-WA-CA-AZ-NV-AK-NJ-UT--XCONTACT)

One.7 is conveniently located near the areas of Maple Valley, Hobart, Trude, and Franklin.

## CONTACT US

27034 SE Kent Kangley Road  
Ravensdale, WA (Washington) 98051  
Phone: 425.413.1211 (tel:4254131211)

## QUICK LINKS

INVENTORY (/TRUCKS-STREET-SWEEPERS-FOR-SALE-WA-CA-AZ-NV-AK-NJ-UT--XALLINVENTORY) | FINANCING (/BUY-A-SWEEPER-VACUUM-TANK-SERVICE/TRAINING (/REPAIR-YOUR-SWEEPER-VACUUM-TANK-SEWER-HYDRO-EXCAVATOR-TRUCK-WITH-CERTIFIED-TECHNICIANS-WA-CA-AZ-NV-A RENTALS (/RENT-IN-ADVANCE-WA-CA-AZ-NV-AK-NJ-UT--RENTALS) | ABOUT US (/INFORMATION-ABOUT-US-WA-CA-AZ-NV-AK-NJ-UT--INFO) CONTACT US (/SEND-US-AN-EMAIL-WITH-ANY-COMMENT-WA-CA-AZ-NV-AK-NJ-UT--XCONTACT)

## HOURS

MON - FRI 8:00AM - 4:30PM  
SAT - SUN BY APPOINTMENT

## CONNECT

 (<https://www.facebook.com/One.7Inc>)

 (<https://www.youtube.com/channel/UCeXpbsYf1NP4Hzd19STmeJA>)

 (/join-our-mailing-list-wa-ca-az-nv-ak-n

POLICY (/READ-OUR-POLICY-STATEMENT--XPOLICY) | PRIVACY (/READ-OUR-PRIVACY-STATEMENT--XPRIVACY) | TERMS (/READ-OUR-TERMS-AND-CONDITIONS--XTERMS) | SITE MAP (/DEFAULT.ASP?PA  
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## MEMORANDUM

To: Cindy Gagné, Mayor  
From: Todd McDaniel, Administrator  
Date: February 18, 2020  
Subject: Resolution 16-2020 Stampede MOA

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The Attached Resolution 16-2020, a Resolution of the Omak City Council approving a Memorandum of Agreement between the City of Omak, the Omak Stampede, Inc., the Colville Confederated Tribes, the Horse Owners and Jockeys Association, and the Omak Stampede Indian Encampment for the 2020-2021 Omak Stampedes, is forwarded for your consideration.

This is a 2 year MOA that is agreed upon by the parties that make up the Omak Stampede. It is slightly modified from last year.

Changes were made to better identify each party's independent role in securing sponsorships and vendor agreements. Additional signature lines were included for the Owners and Jockey's and Indian Encampment.

I recommend this Resolution and urge its adoption

**RESOLUTION NO. 16-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OMAK, THE  
OMAK STAMPEDE, INC., THE COLVILLE CONFEDERATED TRIBES, THE  
HORSE OWNERS AND JOCKEYS ASSOCIATION, AND THE OMAK  
STAMPEDE INDIAN INCAMPMENT FOR THE 2020 AND 2021 OMAK  
STAMPEDES**

**WHEREAS**, the City of Omak, the Omak Stampede Inc., the Colville Confederated Tribes, the Horse Owners, and Jockeys Association and the Omak Stampede Indian Encampment Committee have operated under a Memorandum of Agreement regarding the duties and responsibilities of each of the respective organizations for many years; and

**WHEREAS**, the Memorandum of Agreement has proven an effective way for all of the parties to work together for the purpose of hosting a safe and entertaining event each year known as the Omak Stampede and Suicide Race; and

**WHEREAS**, the proposed 2020-2021 agreement is slightly modified from the previous versions; and

**WHEREAS**, these modifications have been discussed and agreed upon by all participating parties.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that the **2020 & 2021 Memorandum of Agreement Between the City of Omak, the Omak Stampede, Inc., the Colville Confederated Tribes, the Horse Owners, and Jockeys Association and the Omak Stampede Indian Encampment Committee**, a copy of which is attached hereto and marked Exhibit "A", is hereby approved and the Mayor is authorized and directed to execute that document on behalf of the City.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# EXHIBIT A

2020-2021

## MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF OMAK

THE OMAK STAMPEDE, INC.

THE COLVILLE CONFEDERATED TRIBES

THE HORSE OWNERS AND JOCKEYS ASSOCIATION

THE OMAK STAMPEDE INDIAN ENCAMPMENT

**THIS AGREEMENT**, made and entered into by and between the City of Omak, Okanogan County, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as "The City" and the Confederated Tribes of the Colville Reservation, a federally recognized Indian Tribe, hereinafter referred to as "The Tribes", and Omak Stampede Inc, a nonprofit services corporation of the State of Washington, hereinafter referred to as "The Stampede", and the Horse Owners and Jockeys Association hereinafter referred to as "Owners and Jockeys Association", and the Omak Stampede Indian Encampment hereinafter referred to as "The Indian Encampment".

**WITNESSETH:**

**WHEREAS**, it is the desire of the parties to enter into this agreement,

**NOW THEREFORE**,

**IT IS HEREBY AGREED BY THE PARTIES** as follows:

### **ARTICLE I**      **GENERAL CONSIDERATIONS**

1. The parties recognize that to produce the Omak Stampede, they must consider each party's needs when making or proposing any changes to the East Side Park or the events that make up the Omak Stampede.

To accomplish continuing communication between the parties, Tribal and Stampede representatives will be appointed to the City Park Board as openings occur. Also, three seats on the Omak Stampede Board of Directors will be available to consist of one Tribal member from the Owners and Jockey's Association (Pete Palmer), one Tribal Member from the Indian Encampment (Vince McDonald), and one Colville Business Council member from the Omak District (Norma Sanchez). On or before November 11<sup>th</sup> of each calendar year, the Owners and Jockeys Association, the Indian Encampment and the Omak District Colville Business Council members shall each select one of their members to serve a two-year term as an Omak

Stampede Board member. These representatives will have the same voting rights as Stampede Board members.

2. The Stampede President shall act as the liaison to the Colville Business Council. This person will attend Colville Business Council sessions when requested by the Colville Business Council to provide updated information and respond to questions from Colville Business Council Members.
3. This Agreement applies to the 2020-2021 Omak Stampede events. This Agreement shall be reviewed by all Parties within 60 days after each Stampede. Any changes to this Agreement will be negotiated during review sessions. If all parties agree, a new Agreement will be signed for the following year.
4. The parties agree that nothing in this Memorandum of Agreement may be construed as in any way limiting the jurisdiction of the Tribes, and that the Tribes, by its participation in this Memorandum of Agreement, in no way grants any of its jurisdictional authority to the City or to any other municipality or County or entity, or to the State of Washington.
5. Except as expressly provided in this agreement no party has the authority to bind any other party to its agreements, including but not limited to vendor agreements, sponsorship agreements, or any other agreement to which a party is not specifically a signatory.
6. No Party is a vendor of any other Party, unless there is a separate vendor agreement.

## ARTICLE II

### PARK LAYOUT

1. The parties agree and hereby adopt the "Park Utilization Plan for the Omak Stampede," attached hereto and incorporated as Exhibit "A" to this agreement. The Utilization Plan represents the agreed utilization layout of the Eastside Park during the Omak Stampede. This utilization plan serves as an overlay layer to the overall Eastside Park Plan and only applies to the 6 days preceding and the 4 day Omak Stampede event.
2. The Owners and Jockeys Association may use the area immediately east of the Stampede arena to park, stage, prepare and treat their horses as shown on Exhibit "A". Horseshoe Park shall be reserved for camping and parking by the Owners and Jockeys Association (See Exhibit "A"). One Director parking spot for a 40 foot semi & trailer, in the Northwest corner of the Horseshoe Park will be reserved for use by Omak Stampede, Inc. This camping and parking shall be restricted to the 6 days preceding and the 4 day Omak Stampede event. The area outside of the fence will be reserved for official parking (i.e. emergency vehicles, directors, elders and drummers).
3. The Eagle Staff carrier may use the Owners and Jockeys Association stock area for parking their truck and trailer. Any other party wishing to park in this area must get prior approval from the Owners and Jockeys Association. All Royalty will be located at the A-frame area at the Northeast corner of the East Side Park. (See Exhibit "A").

4. Owners, Jockeys, Royalty, City Crews, and emergency vehicles will be allowed exclusive access to the A-frame area via a temporary access road running from South of the Veterans Memorial and parallel to Highway 97.
5. The Tribal Stick game area will occupy the left outfield area of the Ross McCormack baseball field as indicated on the attached utilization plan. The stick game area is temporary and shall only be used for this purpose 6 days preceding and the 4 day Omak Stampede event. Following the Stampede, the Indian Encampment shall return this area to its original condition.
6. Elders, all disabled persons, and stick game players will be allowed to park on the grass on the Ross McCormack baseball field with access to the dance area permitted through openings in the outfield fence. Additional parking areas will be provided to accommodate Tribal members and their guests The Jack Rowe baseball field and Encampment/Dance area up to, but not on, the new soccer fields.
7. Cars and pickups without campers will be allowed to park on the grassy areas of all baseball fields. Semi-trucks, RV's, and travel trailers will not be allowed to park on any portion of existing baseball fields.
8. The City will maintain water service and electrical service to the encampment area as provided. The City will make a good faith effort to provide water and electrical service which is reasonably adequate to meet the needs of Encampment vendors and visitors.
9. The City will reserve two (2) RV camping spaces (spaces 23 &24) within the Carl Precht Memorial RV Park for the Owners & Jockeys Association Veterinarian and Rescue Boat operators and three (3) camping spaces(spaces 53, 54 & 55) for the Indian Encampment. The two spaces reserved for the Owners and Jockey's Association will be available to them from the Sunday before the Stampede through the Sunday of the Stampede to allow the Suicide Race Vet and the Rescue Boat Crew to be onsite during the Practice and Elimination Races the weekend before the Stampede. The three spaces reserved for the Encampment will be available from Sunday night, prior to Stampede through Sunday night of the Stampede Weekend. The camping fees for these spaces will be waived as a matter of intergovernmental cooperation and in consideration of the benefits realized by the City in having these activities included in the community's signature event.
10. Any future changes to existing baseball fields by the City may include the use of stabilization material that will allow parking cars and light trucks on the grassy area of said fields. This will assure necessary parking for Stampede functions. (See Exhibit "B." proposed Eastside Park Site Plan).
11. The Indian Encampment will lay out parking spaces in advance of the Stampede access and compliance with the above policy.

12. The parties agree that any changes to the current park plan will not occur without written notification to the parties of this agreement. When a public hearing is to be held in reference to the East Side Park all parties to this agreement will be notified of said hearing.
13. Omak Stampede, Inc will provide adequate portapottys in the Encampment, and the Owners and Jockeys Association staging areas.
14. Concessions around the sides of the Encampment Dance area shall be open to Tribal member vendors and to other vendors if space is available. (See Exhibit "A").
15. During the operation of the Encampment, beginning on Wednesday morning, through Sunday evening, the Indian Encampment shall be responsible for cleaning and maintenance of the restrooms and showers in the restroom facility nearest to the Dance Arbor. In consideration for providing these services, the proceeds of the coin boxes from the shower operations in said facility will be turned over to the Indian Encampment at the close of the event.

### **ARTICLE III      FINANCIAL AGREEMENT**

1. The Stampede, Indian Encampment and the Owners and Jockeys Association will work together to design, produce, & sell the Booster Buttons. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work cooperatively on this enterprise. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work together to provide additional sales outlets for the Booster Buttons and provide volunteers to sell buttons during The Stampede. Sale proceeds in excess of amounts already committed by this agreement will be divided among The Stampede, Indian Encampment, and the Owners & Jockeys Association at those parties' discretion, but should reflect the effort expended by each group on button sales.
2. The Stampede will provide the Suicide Race participants with a total purse for all four races of \$6,500.00. Additionally, The Stampede will pay \$25.00 per horse per performance to the horse owner for the parade of horses in the arena before each race up to a total of \$2,000. Another \$6,500.00 will be added to the Suicide Race purse from Booster Button proceeds, and will be guaranteed regardless of profits. In return for allowing ticket holders access to the dike, The Stampede will pay an additional \$1,000.00 to the Owners and Jockeys Association. The additional \$1,000.00 payment is for the 2020-2021 Omak Stampede only. The sum of \$14,000.00 will be available by The Stampede to the Owners and Jockeys Association no later than 5:00 p.m. on Thursday of Stampede week. The Owners and Jockeys Association will be responsible for payment to all Owners and Jockeys of the Suicide Race. The Stampede will provide to the Owners and Jockeys Association the additional monies for the parade of horses upon notification by the Owners and Jockeys Association to The Stampede of the amount due.

3. The Stampede will provide \$8000.00 to the Tribal Indian Encampment annually. The sum of \$8,000.00 from the Omak Stampede will be available to the Tribal Indian Encampment by no later than 5:00 p.m. on Thursday of Stampede week. Omak Stampede, Inc., agrees to provide the Indian Encampment, at no charge, four hundred booster buttons to be sold by the Tribal Indian Encampment. The proceeds from the sale of these booster buttons will be solely the property of the Indian Encampment. In addition, The Stampede will pay the Owners & Jockeys Association \$1,600.00 by no later than 5:00 p.m. on the Thursday following Stampede. This sum will be disbursed by the Owners & Jockeys Association to Colville Tribes, for services rendered during Stampede.
4. The Owners and Jockeys Association will hire and pay for any veterinarian services required for the Suicide Race.
5. The Owners and Jockeys Association and The Stampede will pay for and/or provide any suicide race course maintenance or improvement.
6. The Colville Tribal Parks and Recreation Department will provide water rescue boats and rescue personnel during suicide race practice and during all four races.
7. All parties agree that a booster button or current day's rodeo ticket will allow customers on the dike area and/or top of the hill to view the Suicide Race for the 2020-2021 events only.

#### **ARTICLE IV**

##### **COPYRIGHT "SUICIDE RACE"**

1. The Stampede agrees that the Owners and Jockeys Association may use the term "World Famous Suicide Race" for fund raising, and public relations work.
2. No individual, concessionaire, group or entity that is not associated with The Tribe, The Stampede, The Indian Encampment, Owners and Jockeys Association may use the term "Suicide Race" without permission from The Stampede.
3. The Stampede program director will work with The Tribes' designee to assure that all images, pictures, symbols and articles referencing to The Tribe are used appropriately in all Stampede publications for the event and or rodeo, including but not limited to the annual rodeo program. The Tribes' designee will have reasonable time to review proposed images, pictures, symbols and articles prior to their submission for publication, and the designee shall have the authority to reject any such images, pictures, symbols, articles or portions thereof. Rejected material will not be submitted for publication.

**ARTICLE V      PLANNING AND IMPROVEMENTS**

1. It is recognized that The Omak Stampede event benefits all parties and their constituents. Because of the complex nature of dealing with these entities, and because all possible future issues cannot be addressed in this agreement, the parties agree to consider each other as "favored partners". This term shall refer to the fact that The Omak Stampede event cannot function without cooperation between the parties. When future issues occur, each party shall make a good faith effort to negotiate equitable solutions.

**ARTICLE VI      SUICIDE RACE**

1. The Owners and Jockeys Association shall meet with the Stampede Rodeo Committee each year all qualified race horse owners and jockeys shall receive a pass to enter the Rodeo stands during the Rodeo and Suicide Race activities plus one companion pass for each rodeo performance. If a horse owner qualifies more than one horse, the same number of passes shall be given for each horse qualified.
2. The foregoing is limited to a total of 25 packets to be provided to the Owners and Jockeys for their distribution to the qualified horses.
3. After each race, horses and their jockeys and owners shall exit from the arena through the timed event box into the Owners and Jockeys staging area. Security personnel provided by The Stampede and the Owners and Jockeys Association will be positioned to keep spectators away from horses. The pass identified in #2 above will permit all horse owners and jockeys access to the dike area and the Owners and Jockeys staging area and arena if necessary.
4. The Owners and Jockeys Association will provide two horse ambulances/trailers. One ambulance/trailer will be in the designated area on the dike. The backup ambulance/trailer area will be determined prior to race time.
5. The Owners & Jockeys Association and The Indian Encampment will provide drummers and singers for an honor song for the riders during the Grand Entry portion of the Rodeo Event.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year above written,

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City of Omak

Date

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Omak Stampede, Inc.

Date

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Colville Confederated Tribes

Date

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Horse Owners and Jockeys Association

Date

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Omak Stampede Indian Encampment

Date