

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Monday, June 15, 2020 – 7:00 PM**

---

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA:**

1. Approval of minutes from June 1, 2020
2. Approval of Claims

**F. PUBLIC HEARING**

1. Six-Year Transportation Improvement Program for 2021-2026

**G. NEW BUSINESS:**

1. Res. 38-2020 – Approve Six-Year Transportation Improvement Program for 2021-2026 
2. Res. 39-2020 – Approve Contract with LiquiVision Technology for Reservoir Cleaning 
3. Res. 40-2020 – Approve 2020 Paint Striping Agreement with WSDOT 
4. Res. 41-2020 – Amending the City of Omak 2020 Fee Schedule 
5. Res. 42-2020 – Approve Cares Act Grant 20-6541C-27 through WA State Dept. of Commerce 
6. Res. 43-2020 - Approve Agreement with Economic Alliance – Cares Act Grant Funds 
7. Ord. 1891 – Amend Title 4 & 18 for Business Licensing 

**H. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

---

In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).  
If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

---

## Join the Zoom Meeting

Meeting ID: 835 0343 3301

Password: 070232

One tap mobile

+12532158782,,83503433301#,,1#,070232# US (Tacoma)

+16699006833,,83503433301#,,1#,070232# US (San Jose)

Dial by your location

---

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 835 0343 3301

Password: 070232

Find your local number: <https://us02web.zoom.us/j/kc1N8cD0rD>

# MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Ken Mears, Public Works Director

Date: June 15th, 2020

Subject: **Resolution: 38-2020** A Resolution of the Omak City Council Approving the Six-year Transportation Improvement Program for 2021-2026.

---

The attached **Resolution: 38-2020 A Resolution of the Omak City Council Approving the Six-Year Transportation Improvement Program for 2021 to 2026**, is forwarded for your consideration.

The City is required to update and submit a publicly approved Six-Year Transportation Improvement Plan annually. This updated plan was reviewed and sent out to the Infrastructure Committee. The changes from last year's program were edited by the current projects that will be completed before 2021, and the funding cost estimates were updated and included a recent crosswalk request at Riverside Dr. and Quince. Gray & Osborne has assisted with the revisions, codes, and cost estimate updates.

I support this Resolution and request its approval.

**RESOLUTION NO. 38-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM FOR 2021-2026**

**WHEREAS**, the City Council of the City of Omak held a statutorily required public hearing on the 2021-2026 Six-Year Transportation Improvement Program on June 15th, 2020; and

**WHEREAS**, the City Council has reviewed and considered each project on the proposed Six-Year Transportation Improvement Program for 2021-2026.

**NOW, THEREFORE BE IT RESOLVED**, by the Omak City Council of the City of Omak, Washington, Do Hereby Resolve that the Six-Year Transportation Improvement Program for 2021 to 2026, a copy of which is attached hereto as Exhibit "A", is approved. The City Clerk is authorized to submit this plan to the Washington State Department of Transportation, Okanogan Council of Governments RTPO, and the Okanogan County Transportation Council, on behalf of the City of Omak.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
County: Okanogan  
MPO/RTPO: OCOG RTPO

N Inside      Y Outside

Functional Class	06	Priority Number	1	B. STIP ID		Amendment		Resolution No.		Improvement Type	03	Utility Codes	P S T W	Total Length	0.050 CE	Environmental Type		RW Required	Yes
				G. Structure ID	WA-01427	Adopted													
				A. PIN/Project No.		Quince Street Roundabout													
				C. Project Title		SR-215 / Riverside Drive													
				D. Road Name or Number		SR-215 & Quince St. Intersection to SR-215 & Quince Street Intersectin													
				E. Begin & End Terminal		Construct roundabout at intersection of SR-215 and Quince Street.													
				F. Project Description															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	STP(US)	25,312		0	162,188	187,500
P	RW	2021	STP(US)	32,438		0	5,062	37,500
P	CN	2022	STP(US)	1,102,875		0	172,125	1,275,000
Totals				1,160,625		0	339,375	1,500,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	187,500	0	0	0	0	0	0	0	0	0
PE	187,500	0	0	0	0	0	0	0	0	0
RW	37,500	0	0	0	0	0	0	0	0	0
CN	0	1,275,000	0	0	0	0	0	0	0	0
Totals	225,000	1,275,000	0	0	0	0	0	0	0	0



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside      Y Outside

Functional Class	07	Priority Number	2	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	G. Structure ID WA-11357	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	21	Utility Codes	Total Length	Environmental Type	RW Required	No
				Safe Pedestrian Crosswalks to Need for added High Visibility Crosswalks at Riverside Drive and Quince NW corner and SR/155 East School Crossing at Garfield.												

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0		0	40,000	40,000
Totals				0		0	40,000	40,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
ALL	40,000	0	0	0	0
Totals	40,000	0	0	0	0





# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	4	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				East Leg Shumway Road Shumway Road Highway 97 to Sandflat Road Construct east leg of Shumway - Highway 97 Intersection to connect to Sandflat Road and a new N-S Connecting Street to the East of Enterprise Drive.	WA-01431					01	P	0.300	CE	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	STP(US)	129,750		0	20,250	150,000
P	RW	2022	STP(US)	43,250		0	6,750	50,000
P	CN	2023	STP(US)	735,250		0	114,750	850,000
Totals				908,250		0	141,750	1,050,000

Expenditure Schedule Phase	Funding				
	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
RW	0	50,000	0	0	0
CN	0	0	850,000	0	0
<b>Totals</b>	<b>150,000</b>	<b>50,000</b>	<b>850,000</b>	<b>0</b>	<b>0</b>





# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	5	B. STIP ID G. Structure ID WA-01430				Hearing	Adopted	Amendment	Resolution No.	Improvement Type	01	Utility Codes	W	Total Length	0.050 EA	Environmental Type	No	RW Required	No
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description				Coppie Road and US 97 Sandflat Road Highway 97 Intersection to MP 0.05 Pave and install curb and gutter on portion of Sandflat Road adjoining City property in conjunction with Okanogan County to complete the requirements for access to the County Shop Building.																	

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	27,115	27,115
P	CN	2024		0		0	207,885	207,885
Totals				0		0	235,000	235,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
PE		0	0	27,115	0	0
CN		0	0	0	207,885	0
Totals		0	0	27,115	207,885	0



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
County: Okanogan  
MPO/RTPO: COOG RTPO

Y Outside

N Inside

Functional Class	07	B. STIP ID		Amendment		Resolution No.		Improvement Type	07	Utility Codes	CPSTW	Total Length	0.080 CE	Environmental Type		RW Required	Yes
Priority Number	6	G. Structure ID WA-07428		Hearing		Adopted		<p>A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin &amp; End Terminal F. Project Description</p> <p>Jasmine Street Intersection Phase II Jasmine Street Intersection with SR-215 and Jasmine Street to SR-215 &amp; Jasmine Street Intersection Realign Jasmine Street to eliminate dangerous 4 way collection of traffic at Jasmine, the Hospital parking and emergency entrances and SR-215. Open Haussier Road to connect with SR-215 and close Jasmine Intersection.</p>									

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0		84,375	9,375	93,750
P	RW	2021		0		16,670	2,080	18,750
P	CN	2022		0		566,675	70,825	637,500
Totals				0		667,720	82,280	750,000

Phase	1st		2nd		3rd		4th		5th & 6th	
	ALL	Totals	ALL	Totals	ALL	Totals	ALL	Totals	ALL	Totals
ALL	112,500	112,500	637,500	637,500	0	0	0	0	0	0
Totals	112,500	112,500	637,500	637,500	0	0	0	0	0	0





# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	8	<b>A. PIN/Project No.</b> <b>B. STIP ID</b> <b>C. Project Title</b> <b>D. Road Name or Number</b> <b>E. Begin &amp; End Terminal</b> <b>F. Project Description</b>				Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				C. Structure ID WA-01432  Ross Canyon Reconstruction Phase 2 Ross Canyon Road Ironwood Street to City Limits Reconstruction and widening of Ross Canyon Road with curbs and gutters and sidewalks on both sides.								04	CG OP PS TW	0.600	CE	No

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		129,750		0	20,250	150,000
P	CN	2023		735,250		0	114,750	850,000
Totals				865,000		0	135,000	1,000,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	PE	CN	PE	CN	PE	CN	PE	CN	PE	CN
PE	0	0	150,000	0	0	0	0	0	0	0
CN	0	0	0	0	850,000	0	0	0	0	0
Totals	0	0	150,000	0	850,000	0	0	0	0	0





# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	08	Priority Number	10	B. STIP ID		Amendment		Resolution No.		Improvement Type	03	Utility Codes	C P T	Total Length	0.620 EA	Environmental Type		RW Required	Yes
				G. Structure ID	WA-01446	Adopted													
				<p>A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin &amp; End Terminal F. Project Description</p> <p>Sandfiat Road Sandfiat Road Ength Road to Coppel Road Reconstruction of roadway to city standards including widening and installation of sidewalks</p>															

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	STP(US)	140,562		0	21,938	162,500
P	RW	2023	STP(US)	28,112		0	4,388	32,500
P	CN	2024	STP(US)	955,825		0	149,175	1,105,000
Totals				1,124,499		0	175,501	1,300,000

Expenditure Schedule	1st	2nd	3rd	4th	5th & 6th
Phase					
PE	0	0	162,500	0	0
RW	0	0	32,500	0	0
CN	0	0	0	1,105,000	0
Totals	0	0	195,000	1,105,000	0



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

Functional Class	09	Priority Number	11	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	04	Utility Codes	COPST W	Total Length	0.180 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-01444																		
				A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description Central Avenue Reconstruction Phase II Central Avenue Cedar Street to Fir Street Reconstruct and overlay roadway from Cedar to Fir Street. Reconstruct the storm drain system from Cedar to Fir Street.																			

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL			2025		0	TIB	150,000	100,000	250,000
Totals						0		150,000	100,000	250,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	250,000
Totals	0	0	0	0	250,000



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

<b>Functional Class</b>	09	<b>Priority Number</b>	12	<b>A. PIN/Project No.</b>		<b>B. STIP ID</b>		<b>Hearing</b>		<b>Adopted</b>		<b>Amendment</b>		<b>Resolution No.</b>		<b>Improvement Type</b>	03	<b>Utility Codes</b>	C P S W	<b>Total Length</b>	0.300 CE	<b>Environmental Type</b>		<b>RW Required</b>	No
				<b>C. Project Title</b>	Fourth Avenue Reconstruction	<b>G. Structure ID</b>	WA-01442																		
				<b>D. Road Name or Number</b>	Fourth Avenue																				
				<b>E. Begin &amp; End Termini</b>	Cedar Street to Jasmine/Granite Street																				
				<b>F. Project Description</b>	Storm Drain reconstruction, Reconstruct Roadway from Cedar Street to Jasmine/Granite Street Intersection																				

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0	TIB	720,000	80,000	800,000
				0		720,000	80,000	800,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	Totals	0	Totals	0	Totals	0	Totals	0	Totals	800,000
ALL	0	0	0	0	0	0	0	0	0	800,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>800,000</b>





# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak

County: Okanogan

MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	00	Priority Number	13	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				SR97 Pedestrian Bridge SR 97 MP291.90 to MP291.96 Installation of pedestrian and equestrian bridge under the SR 97 Bridge to provide a safe traffic separated route for non-motorized traffic needing to cross the Okanogan River from Eastside Park going north.	WA-01450					28	P	0.060	CE	No

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0	WSDOT	150,000	0	150,000
P	CN	2024		0	WSDOT	1,350,000	0	1,350,000
			Totals	0		1,500,000	0	1,500,000

Expenditure Schedule Phase	Expenditure Schedule				
	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	150,000	0
CN	0	0	0	1,350,000	0
Totals	0	0	0	1,500,000	0



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

Y Outside

N Inside

<b>Functional Class</b>	09	<b>Priority Number</b>	14	<b>A. PIN/Project No.</b> <b>C. Project Title</b> <b>D. Road Name or Number</b> <b>E. Begin &amp; End Terminal</b> <b>F. Project Description</b>	<b>B. STIP ID</b>  <b>C. Structure ID</b>	<b>Hearing</b>	<b>Adopted</b>	<b>Amendment</b>	<b>Resolution No.</b>	<b>Improvement Type</b>	<b>Utility Codes</b>	<b>Total Length</b>	<b>Environmental Type</b>	<b>RW Required</b>
				Quince Street Extension Quince Street Koala AVE to Shumway Road Extend Quince Street to connect Koala Street and Shumway Road. Include curb, gutter and sidewalks both sides.	WA-01423					01	COPST W	0.250 CE		Yes

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2025		0	OTHER	400,000	100,000	500,000
				<b>Totals</b>	<b>0</b>		<b>400,000</b>	<b>100,000</b>	<b>500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	151215500A	SR 155 SP/Omak - Bridge Replacement SR-155 Spur 80.40 to 80.48 Replace SR-155 Spur Bridge to correct width and alignment problems with existing structure.	WA-01424					08	S W	0.080	EIS	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	BR	2,500,000		0	0	2,500,000
P	RW	2024	BR	500,000		0	0	500,000
P	CN	2024	BR	22,000,000		0	0	22,000,000
Totals				25,000,000		0	0	25,000,000

Expenditure Schedule Phase	1st					2nd					3rd					4th					5th & 6th				
	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside      Y Outside

<b>Functional Class</b>	09	<b>Priority Number</b>	16	<b>B. STIP ID</b>		<b>Hearing</b>		<b>Adopted</b>		<b>Amendment</b>		<b>Resolution No.</b>		<b>Improvement Type</b>	04	<b>Utility Codes</b>	C P S T W	<b>Total Length</b>	1.570 CE	<b>Environmental Type</b>		<b>RW Required</b>	Yes
				<b>A. PIN/Project No.</b>																			
				<b>C. Project Title</b>																			
				<b>D. Road Name or Number</b>																			
				<b>E. Begin &amp; End Termini</b>																			
				<b>F. Project Description</b>	Shurway Road Improvements Shurway Road/ Ironwood Street Ross Canyon Road to U.S. 97 Reconstruct roadway. Install bike lanes on each side, sidewalk on one side, and storm drainage improvements.																		
				<b>G. Structure ID</b>	WA-11211																		

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025	STP(US)		4,108,750	TIB	641,250	0	0	4,750,000
Totals					4,108,750		641,250	0	0	4,750,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	0	4,750,000
Totals		0	0	0	0	4,750,000



# Six Year Transportation Improvement Program From 2021 to 2026

Agency: Omak  
 County: Okanogan  
 MPO/RTPO: OCOG RTPO

N Inside  
 Y Outside

Functional Class	04	Priority Number	17 / 2924(003)	B. STIP ID	WA-01400	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	03	Utility Codes	C O P S T W	Total Length	0.150 CE	Environmental Type	CE	RW Required	Yes
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description				Engh Road/SR 215(Riverside DR) Intersection Improvements  Appx. 250' West of River Road to Omache DR Widen and provide three lane profile west bound, drainage, signal modification, ADA, permanent Signing and other work.															

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN		2021	STP(US)	442,475		0	118,525	561,000
Totals					442,475		0	118,525	561,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
CN		561,000	0	0	0	0
Totals		561,000	0	0	0	0

Grand Totals for Omak	Federal Funds	State Funds	Local Funds	Total Funds
	33,972,899	4,164,470	1,908,631	40,046,000

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: June 15th, 2020

Subject: **Resolution No. 39-2020** Approving the Contract with LiquiVision Technology for Reservoir Cleaning and Inspection.

---

The attached **Resolution 39-2020, A Resolution of the Omak City Council Approving a Contract with LiquiVision Technology For Reservoir Cleaning and Inspection**, is forwarded for your consideration.

The Reservoirs need to be cleaned and inspected occasionally for quality control and condition status for budget planning.

The Competitive bid process is not required (RCW 35.23.352) due to the total amount of the project.

LiquiVision Technology submitted an estimate to perform the work for \$14,352.58.

This project has been funded in the 2020 Capital Outlay budget.

I support this Resolution and recommend Council approval.

**RESOLUTION NO. 39-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CONTRACT WITH LIQUIVISION TECHNOLOGY FOR RESERVOIR CLEANING AND INSPECTION**

**WHEREAS**, there is a need for cleaning and inspection of the reservoirs; and

**WHEREAS**, the competitive bid process is not required in accordance with RCW 35.23.352; and

**WHEREAS**, LiquiVision Technology was sought to provide the needed materials, labor and expertise of this project; and

**WHEREAS**, the Public Works Director, has recommended the award of the contract to LiquiVision Technology.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK**, that the Contract for Reservoir Cleaning and Inspection be awarded to LiquiVision Technology, a copy of the proposal attached hereto as Exhibit "A", with an estimated proposal total of \$14,352.58. The Mayor is authorized and directed to execute, and the Clerk is authorized to attest all necessary contract documents.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# EXHIBIT A

## Reservoir Cleaning and Inspection

### SCOPE OF WORK

June 5, 2020

This project will involve the Cleaning and Inspection of all of our Reservoirs

The Omak Public Works Department requires the service of a licensed diving service for the cleaning and inspection of our reservoirs.

**Work performed must be completed no later than Nov 30<sup>th</sup>, 2020. Anticipated Notice to Proceed will be submitted if approved by City Council on or before June 17<sup>th</sup>, 2020.**

**Materials and Labor: \$13,245.00 See attached: Estimate From LiquiVision**

**Tax: \$1,112.58 (8.4%)**

**Total \$14,352.58**





# LiquiVision Technology

711 Market Street  
 Klamath Falls, OR 97601  
 Phone: (541) 883-6473  
 Fax: (541) 883-1361

## Billing/Change Order/Estimate Form

Corey Wilder  
 City of Omak  
 P.O. Box 72  
 Omak, WA 98841

3/4/2020  
 Wk: 509-826-1170  
 Em: water@omakcity.com  
 \*WA110320R6T\_

Team Leader: \_\_\_\_\_  
 Diver #2: \_\_\_\_\_

Diver #1: \_\_\_\_\_  
 Diver #3: \_\_\_\_\_

Tank	Type	Dia. or LxW (Feet)	Hgt. (Feet)	Maximum Calculated Capacity (Gallons)	Surface Area (S.F.)	Price for Diver Inspection Only	Price for Diver Cleaning & Inspection	Date Work Done
Mobilization Charge – Flat charge to mobilize and demobilize to your location.							\$545	
1. Riverside Rectangular	BG Concrete	65x50	15	365,000	3,250		\$2,300	
2. Riverside Round	PBG Concrete	77	22	765,959	4,654		\$2,500	
3. South Hill	PBG Concrete	65	20	496,202	3,317		\$2,300	
4. Ross Canyon 1	OG Concrete	50	20	293,610	1,963		\$1,900	
5. Ross Canyon 2	OG Concrete	65	20	496,202	3,317		\$2,300	
6. Coleman Butte	OG Welded	70	20	575,476	3,847		\$2,300	
Price reflects Prevailing wage rates. Pricing is contingent on all work being completed on the same trip.								
Subtotal							\$14,145	
Multitank Discount (after the first two tanks).							(\$900)	
Total							\$13,245	
							<b>*Plus sales tax if applicable</b>	
Itemize work:				Time or Quantity:		Extended:		
Sales Tax if any:								
Total								
Authorization Signature: _____								
<b>Estimation of cost for recommendations that LVT can perform.</b>								
Recommendations:				Estimated Labor		Total Estimate		
Total								



# LiquiVision Technology

711 Market Street  
Klamath Falls, OR 97601  
Phone: (541) 883-6473  
Fax: (541) 883-1361

3. Unless specified in quote detail we clean all submerged horizontal and angled berms or sloped surfaces 35 degrees or less. Surfaces exceeding this angle such as the walls can be cleaned but must be listed separately in the quote detail or estimated by the divers upon inspection. We do not clean surfaces that are out of the water.
4. If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify you of the problem and reserve the right to add on to the quote based on our estimate of the additional time it will take to complete the work. Charges for time delays are **\$200** per hour. This paragraph only applies to any problems that are your responsibility (i.e. rescheduling with less than 2 business days notice, set up and start of work before cancelation, etc.) Charge for going remote (if required and not addressed in advance) is **\$550** per hour.
5. For coating repair in steel tanks we use a two part underwater epoxy. Each rust nodule or area of coating defect is wire brushed to bare metal and epoxy is applied over the area. The epoxy chemically bonds to the steel, displaces water, and remains intact with a greater bond than the original coating. All of our repair, sealing and coating materials meet or exceed NSF 60 & 61 standards. Repairs are done at the districts direction for the rate of **\$550** per hour and **\$40** per tube of Manus or epoxy.
6. If dechlorination is required it will be charged at **\$15.00** per hour. If filtration is required then the filter bags will be charged at **\$200.00** per bag. Unless specified LVT does not remove the bags they become the districts responsibility to dispose of.
7. If payment is not made within sixty days of the date of the invoice, an interest charge of 3% shall begin to accrue each month on the unpaid balance. This interest will continue to accrue each month until the balance is paid in full. To avoid any interest charges, payment must be received or postmarked within the sixty days following the date of the invoice. Statements will be sent each month to reflect the new balance.

Our cleaning procedure is accomplished utilizing our proprietary vacuum cleaner, the "LiquiVac™" (Patented). The LiquiVac™ pumps an average of 200 gallons per minute. It has a rotating soft bristle brush that scrubs the floor clean and removes all sediment without creating turbidity in your tank. This is the only way to ensure that all biofilm is removed from the interior surfaces without getting any of it mixed into the water column. This system also enables us to clean walls.

In a conscious effort to preserve our nations natural resources LVT will provide our reports to the district on USB flash drives. If you require a printed and bound copy of the reports please notify our office staff. There will be an additional fee of \$125 per copy.

In over 20 years of providing diving services we continue to treat every customer as if they were our only customer. We are dedicated to accomplishing every job with the utmost professionalism, safety and efficiency.

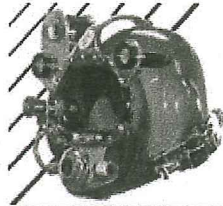
Please sign this quote and FAX both pages back to us with an approximate time frame of when you would like the work done. If you have any questions please give us a call. We look forward to working with you.

Quote is valid for 90 days. Upon signature the work shall be accomplished at a mutually acceptable date within one year.

Sincerely,

Patty Bowers  
General Manager

I find the above and preceding page of contingencies and procedures acceptable.	
Accepted by:	Date:
Signature:	Title:



# LiquiVision TECHNOLOGY DIVING SERVICES

Office/Mailing Address  
711 Market Street  
Klamath Falls, OR 97601

Phone: (800) 229-6959 Fax: (541) 883-1361  
liquivision@divingservices.com  
www.divingservices.com

Western Operations  
835 Market Street  
Klamath Falls, OR 97601

Corey Wilder  
City of Omak  
P.O. Box 72  
Omak, WA 98841

3/4/2020  
Wk: 509-826-1170  
Em: water@omakcity.com  
\*WA110320R6T\_

We are pleased to provide you the following firm quotation and outline of the conditions of our services.

Tank	Type	Dia. or LxW (Feet)	Hgt. (Feet)	Maximum Calculated Capacity (Gallons)	Surface Area (S.F.)	Price for Diver Inspection Only	Price for Diver Cleaning & Inspection	Price for Additional Sediment Per Hour
Mobilization Charge - Flat charge to mobilize and demobilize to your location.							\$545	\$550
1. Riverside Rectangular	BG Concrete	65x50	15	365,000	3,250		\$2,300	
2. Riverside Round	PBG Concrete	77	22	765,959	4,654		\$2,500	
3. South Hill	PBG Concrete	65	20	496,202	3,317		\$2,300	
4. Ross Canyon 1	OG Concrete	50	20	293,610	1,963		\$1,900	
5. Ross Canyon 2	OG Concrete	65	20	496,202	3,317		\$2,300	
6. Coleman Butte	OG Welded	70	20	575,476	3,847		\$2,300	
<b>Price reflects Prevailing wage rates.</b>								
<b>Pricing is contingent on all work being completed on the same trip.</b>								
Subtotal							\$14,145	
Multitank Discount (after the first two tanks).							(\$900)	
<b>Total</b>							<b>\$13,245</b>	

\*Plus sales tax if applicable

### Scope of Work:

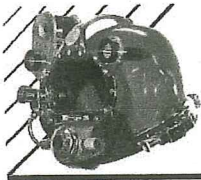
Removal of accumulated sediment from the floor of the tank. The effluent will be disposed of at the districts direction. A final and comprehensive inspection will be performed documenting the condition of the entire structure and recorded on DVD. Written documentation with digital pictures, descriptions of the images and any recommendations will be provided to the district on a USB flash drive.

Our bids are based on a variety of factors that pertain to the length of time it takes to accomplish our work. The main consideration is the amount of sediment that has to be removed, **4" of normal sediment** is included in this bid.

**Initials**                      Please initial the line items below to verify that you have reviewed them.

- \_\_\_\_\_ Entry hatch on top of the tank is at least 18" diameter.
  - \_\_\_\_\_ The water level is kept within ten (10) feet of the top of the tank.
  - \_\_\_\_\_ Tank dimensions are correct.
  - \_\_\_\_\_ Scope of work is correct.
  - \_\_\_\_\_ Customer has disclosed prevailing wage requirements to Liquivision Technology, Inc.
- This job requires rates to be paid at prevailing wage: Yes \_\_\_\_\_ No \_\_\_\_\_

1. Placement and disposal of effluent removed from the tank is done at the direction of the Customer.
2. Quotes for cleaning assume that the sediment is normal material (such as silt, flocculated material, insects, manganese, rust, etc.) found in potable water tanks that is easily removed by our vacuum system. If the sediment is difficult to remove such as large amounts of concrete chips, gravel, sand, rocks, detached coating debris, etc., then our hourly rate shall apply for each hour (over the first hour) for removing this material.



# LIQUIVISION TECHNOLOGY DIVING SERVICES

711 Market Street  
Klamath Falls, OR 97601  
Toll Free: (800) 229-6959  
Phone: (541) 883-6473  
Fax: (541) 883-1361  
liquivision@divingservices.com

## POTABLE WATER STORAGE TANK INSPECTION, CLEANING, and REPAIR

### STANDARDS AND QUALIFICATIONS SUMMARY

#### STANDARD:

Use of Divers:

#### REASON FOR STANDARD:

This allows the water tank to be left in service, full of water and in full operation during inspection, cleaning, or repairs procedures. This saves considerable time, money, and resources. The old method of cleaning tanks required emptying them and sending a crew inside the confined space to accomplish the task. This was costly, time consuming, and inconvenient.

*Our method of using divers will save up to 70% in cost and time.*

Compliance with  
Regulatory Agency  
Standards:

A must in today's world of DEQ, EPA, State Health Departments, or OSHA, fines and regulatory compliance red tape. More importantly, municipalities are faced with the threat of lawsuits over a myriad of issues. An important area of concern is the maintenance of drinking water systems and the dangers and costs associated with this maintenance. We comply with all of the regulations and standards that we have identified, as follows:



LVT Diver Support Trailer houses control panels with two T.V. screens, two DVR recorders and live voice communications between the diver and dive controller.

- OSHA CFR1910.401(A)(2)(LV)(B) - Commercial Diving Standards
- OSHA CFR 1910(g)(t) - Commercial Diving Operations
- OSHA CFR 1910.00 - Safety and Health Requirements
- OSHA CFR1910.146 - Permit Required Confined Spaces
- CALOSHA TITLE 8, SEC. 6050-6063 - California Commercial Diving Standards
- CALOSHA TITLE 8, SEC. 5156-5159 - California Confined Space Regulations
- NIOSH 87-113 - Confined Air Space Regulations
- NACE - National Association of Corrosion Engineers
- ANSI/AWWA D101-53(R86) - Inspecting and Repairing Steel Water Storage Tanks
- ANSI/AWWA D102 - Painting and Inspecting Steel Water Storage Tanks
- ANSI/AWWA C652-92 Disinfection of Water Storage Facilities
- ANSI/AWWA D104-91 (C) - Inspection of Impressed Current Cathodic Protection Systems
- ANSI/AWWA D130-97(M25) - Maintenance of Flexible Membrane Covers and Linings
- ASTM D3359-92a - Testing of Coating Adhesion to Metallic Substrates
- NSF 60/61 - Approved For Use in, or in contact with, Potable Water

All Dive Maintenance Technicians are required to know, understand and abide by these regulations, as well as meet any other regulatory requirements, at all times.

### Variable Volume Dry Suit:



Diver in Dry Suit and Hard Hat

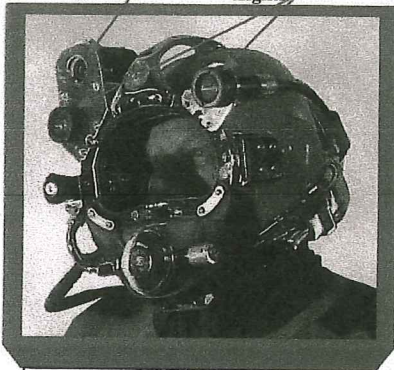
This is an ANSI/AWWA standard. A Dry Suit keeps the Diver's body from having any contact with the water column. From a regulatory agency standpoint and from a common sense approach it is apparent that if the diver's body comes in contact with the water then contamination of the water is a potential.

LVT utilizes commercial grade dry suits constructed of heavy vulcanized rubber material that is resistant to tearing or puncture to ensure integrity and isolation of the diver from the water column. This material is also much more suitable for disinfection with a high chlorine solution. By virtue of the fact that this material is smooth and non-porous it is less conducive to harboring bacteria or other micro-organisms that may survive chemical disinfection.

A variable volume dry suit enables the diver to adjust the amount of air inside the suit to accomplish positive buoyancy. This enables him to ascend or descend and achieve vertical mobility.

### Diving Hard Hat:

Camera Lights



DSI Superlite 27 Dry Hard Hat, mates to Dry Suit

The commercial diving hard hat keeps the Diver's head and neck from having any contact with the water column. It prevents the diver from contaminating the water column with saliva or mucous.

In addition to contamination issues a hard hat allows the diver to have live full-time voice communication with surface personnel. This is possible due to the fact that he does not have to hold a regulator mouthpiece between his teeth. Therefore, the microphone and speakers mounted inside the hard hat are as functional as they would be out of the water.

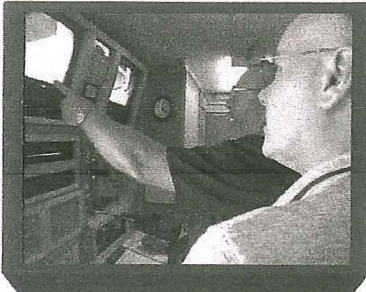
Another advantage of the hard hat is that it allows for mounting live full-time video camera and lights on the outside of it. This allows the diver to constantly video all of his work without the need to use his hands to hold the camera or lights.

A hard hat diver has his air supply pumped to him via an air hose from the surface.

A hard hat diver has his air supply pumped to him via an air hose from the surface. This enables him to have virtually unlimited air and time underwater. The air hose is part of several cables that form the "umbilical". In addition to the air hose the diver is connected to the surface with a video cable, two electrical cables for his lights, a communication cable for the radio, and a second air hose for emergency or other uses. The umbilical is practically indestructible with approximate pull strength of 6,000 pounds.

The commercial diver hard hat, in itself is not an ANSI/AWWA standard, however, a surface or external supplied air system is a requirement. OSHA regulations require that commercial divers have their air supply compressor monitored or tested for maximum carbon monoxide levels every 6 months or in the case of air supply cylinders have each batch of cylinders tested when filled. LVT exceeds this requirement by constantly monitoring all air supplied to the diver whether by the compressor or by the backup high pressure cylinders.

**Full-Time Voice Communication:**



District personnel watching LVT inspection.

This is an OSHA or CALOSHA requirement. The system allows for constant communication between the diver, and all surface personnel. The dive controller in the support trailer and the dive tender at the tank entrance point can communicate at all times. In addition, municipal employees can communicate with the diver at any time. It is apparent that full time communication with the diver is an important safety factor. But for purposes of a more efficient inspection, cleaning, and repair program this enables the diver to immediately discuss any observations he makes inside the tank. Full time voice communication also allows for, and is the only way to have accurate voice input live on video when recording.

**Live Full-Time High Resolution Color Video:**

Allows for constant viewing of diver's work and observations made. This has apparent safety considerations as well. It is impossible for the diver to do a haphazard job or cause high turbidity in the water column while he is under constant visual scrutiny. If a contractor cleans a tank without live video and then goes back and video tapes the interior subsequent to the work, it is impossible to tell whether you have observed a complete cleaning of the whole tank or not. That is why LVT uses full time live video in conjunction with live voice communication and recorded simultaneously with visual record.

Additionally, municipal employees can view every observation that the diver makes at the time the observation is made. Any questions can be answered or directions given to the diver by radio communication.

**Dedicated Equipment And Disinfection:**

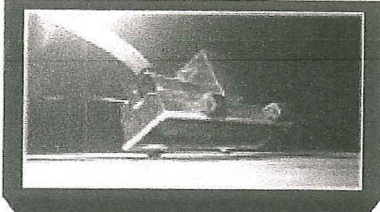


Diver being disinfected with 200 ppm chlorine solution.

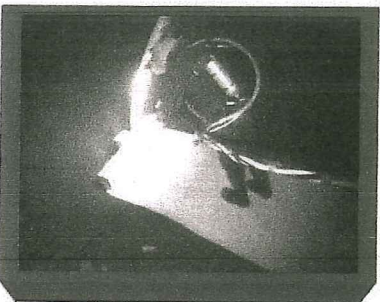
This is an ANSI/AWWA standard. All of the equipment utilized by LVT's divers is disinfected with a 200 ppm chlorine solution prior to entering a drinking water tank. In addition all of the diver's equipment is dedicated only to use in drinking water tanks. When the equipment is not in use it is stored in a clean area and kept away from contamination.

**\*PLEASE NOTE THAT LVT HOLDS A SERVICE PATENT ON THIS TYPE OF SYSTEM, ANY OTHER CLAIMS BY ANY COMPETITORS STATING THEY HAVE A SIMILAR DEVICE IS PATENT INFRINGEMENT\***

### Cleaning with the LiquiVac™:



LiquiVac's™ rotating brush



Diver cleaning with the LiquiVac™

LVT's unique patented cleaning device is the only of its kind in the industry. Floor Cleaning is performed using our patented LiquiVac® underwater vacuum system. This system was designed and built for the specific purpose of cleaning drinking water tanks. The LiquiVac® has a rotating, soft bristle brush that is completely enclosed in the aluminum housing. The brush scrubs the floor clean while the vacuum neatly removes the sediment. By not creating turbidity, the LiquiVac® helps to maintain the water quality. The LiquiVac® also removes the biofilm growth underneath the sediment that other cleaning methods leave behind.

In the past, it was virtually impossible to allow a tank to remain in-service while the walls were cleaned because of the amount of turbidity created while brushing them. Now, the LiquiVac's® unique design allows it to be used on the walls as well. With other options, such as column cleaning and pipeline cleaning, you can choose to avoid the strain of draining the tank and still achieve a thorough cleaning.

If you have intakes or outfalls that need inspected or dredged, then LiquiVision Technology has the equipment and expertise to perform the work. Our dive boat, dive platform, and 4" floating dredge can be mobilized to your site in order perform these services. When inspecting these areas we use the same high resolution video recording and reports that you will find in our tank inspections.

LVT has the ability and expertise to also clean reclaimed water tanks, raw water tanks, waste water structures, collector wells, intakes/outfalls, and grit chambers.

### Filter Bags:



LVT filter bags are 75' long and 3' wide.

Filter bags are an effective solution for capturing the sediment and other debris that is removed from your tank. The effluent is pumped into a bag. The bag allows the water to seep through its pores while the sediment and other material stay trapped in the bag. After all of the water has run off then the bag with the sediment and other debris can be hauled to a disposal site.

LVT can also dechlorinate discharged water with our dechlorination diffuser.

### Repairs:

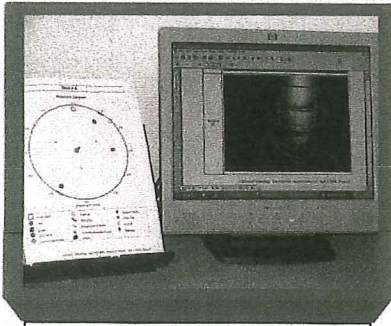


Inspection Standards:

LiquiVision Technology utilizes NSF approved materials for all coating rehabilitations and repairs. For coating repair in steel tanks we use a two part underwater epoxy. Each rust nodule or area of coating defect is wire brushed to bare metal and epoxy is applied over the area. The epoxy chemically bonds to the steel, displaces water, and remains intact with a greater bond than the original coating. LiquiVision Technology also performs retrofitting of new and existing appurtenances, renovation projects, and component modifications.

*With periodic inspection, cleaning, and touchup work, a steel tank can remain in service for many decades without major renovation.*

All inspections follow a standardized check-list including the following:



Inspection Reports are generated and provided to the customers via USB thumb drives or paper bound.

- Exterior Tank Overall Appearance and Condition
- Exterior Ladder
- Side Vents & Screens
- Entry Hatch
- Roof Vents & Screens
- Interior Ladder
- Interior Walls & Coating
- Floor and Coating
- Floor to Wall Seams
- Floor Seams and integrity of any previous repairs
- Chlorine Injection System
- Manual Level Indicator
- Fill/Discharge
- Overflow
- Scour
- Man Entries
- Water Tap
- Cathodic Protection
- Support Columns
- Ceiling
- Measurement of Sediment and Debris

*The maximum interval for periodic inspections of the tank interior should normally be 3 years. It is usually advisable to wash out the tank at the time of inspection.*

#### **Standards, Procedures**

**and Safe Practices Manual:** This manual is required by OSHA and CALOSHA and must be present and available to all divers at each location. LVT has compiled and publishes a Standards, Procedures and Safe Practices manual that is followed by all employees. A copy of the manual is kept in all dive support vehicles and is available for inspection at any time. All LVT personnel are required to be knowledgeable of this manual and are required to follow it at all times.

This manual describes in much greater detail all of the above standards and includes many more that are not addressed in this summary. It includes copies of all regulatory agency standards and regulations.

#### **Summary:**

In over 35 years of providing commercial diving services, LiquiVision Technology continues to satisfy every customer as if they were our only customer. We are dedicated to accomplishing every job with utmost professionalism, safety, and efficiency. Satisfaction is guaranteed! We have proven that our patented technology and methods are the superior system for cleaning, and many of our customers use us as a "sole source" annually.

#### **Qualifications:**

LiquiVision Technology holds the following certifications:

- OR General Contractors License # 127877
- WA General Contractors License # 967KQ
- CA General Contractors License # 812752
- ID General Contractors License # 012188-D-4
- Underwater Bridge Inspector



## PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**LiquiVision Technology  
711 Market Street  
Klamath Falls, OR 97601**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

#### Reservoir Cleaning and Inspection

\$ 14,352.58

in accordance with the most recent and American Water Works Association Standards, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.

8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the Omak P.W. Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

**IN WITNESS, WHEREOF**, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

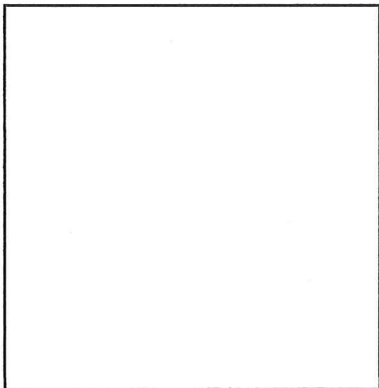
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number. \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

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

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: May 20th, 2020

Subject: **Resolution No. 40-2020** WSDOT Agreement for 2020 Street Striping.

---

The Attached Resolution: **40-2020, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE MAINTENANCE AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR 2020 STREET STRIPING**, is forwarded for your consideration.

The Washington State Department of Transportation annually provides the equipment, labor, and materials for street striping on specific streets in Omak. This year they have offered that service for an estimated amount of \$10,600. The 2020 budget includes the funded amount under Traffic Control for striping.

We are requesting approval of this resolution.

**RESOLUTION NO. 40-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE  
MAINTENANCE AGREEMENT WITH WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION FOR 2020 STREET STRIPING**

**WHEREAS**, the City of Omak needs for yearly street striping services to provide lane delineations for the City roadway system; and

**WHEREAS**, the Washington State Department of Transportation, by agreement, can provide the necessary equipment, labor, and materials for City street striping; and

**WHEREAS**, the estimated cost of service is \$10,600.00

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2020 street striping services, a copy of which is attached hereto and marked Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



<p><b>Maintenance Agreement</b> Work by WSDOT for Other State, Federal, and Local Governmental Agencies</p>	<p>Agency and Billing Address  City of Omak P.O. Box 72 Omak, WA 98841-0072</p>
<p>Agreement Number JB3180</p>	<p>Contact Name/Phone # Wayne Beetchenow / (509) 826-1390</p>
<p>Federal Tax ID # 916001262</p>	<p>Estimated Costs \$10,600</p>
<p>Description of Work Paint stripe City streets per the attached Exhibit(s) and the MUTCD.</p>	

This Agreement is entered into by and between the Washington State Department of Transportation (WSDOT) and the above named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties".

**Recital**

1. The Agency has requested and WSDOT has agreed to perform certain work as described above.

Now Therefore, pursuant to chapter 39.34 RCW,

It Is Hereby Agreed As Follows:

**1. General**

- 1.1 WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the Agency.
- 1.2 The Agency agrees, in consideration of the faithful performance of the above described work to be done by WSDOT, to reimburse WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

**2. Payment**

- 2.1 The estimated cost of the work is stated above. The Agency agrees to set aside funds for payment to WSDOT in this amount.
- 2.2 The Agency agrees to pay WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done
- 2.3 If the Agency is a county or city, the Agency agrees that if it does not make payment as provided under the terms of this Agreement, the Agency authorizes WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the Agency.
- 2.4 The Agency agrees further that if payment is not made to WSDOT within thirty (30) days from receipt of WSDOT's invoice, WSDOT may charge late fees and/or interest in accordance with Washington State Law.

**3. Increase in Cost**

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the Agency of increased costs as they become known.

**4. Right of Entry**

4.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the work described above.

**5. Termination Clause  
(Check the Appropriate Box Below)**

5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the Agency for work completed by WSDOT as of the effective date of

5.2 This Agreement will terminate upon completion of the work described herein.

**6. Disputes and Venue**

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT's Secretary of Transportation or designee and the Agency's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

**7. Modification**

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

In Witness Whereof, the parties hereto have executed this Agreement as of the party's date signed last below.

Requesting Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____



Exhibit "A"  
JB3180  
CITY OF OMAK

February 14, 2020

Greg Boatright,  
Assistant Local Program Engineer  
Washington State Department of Transportation  
North Central Region  
Wenatchee, WA 98801-1156

Dear Mr. Boatright,

The City of Omak is requesting that your agency paint and stripe the designated streets in the City of Omak for 2020. The 2019 colored map has been attached, as we would like to copy what was done in 2019. Coding designated center line, center line with fog line, three – lane "turn" with fog lines.

Please contact me if you have any questions.

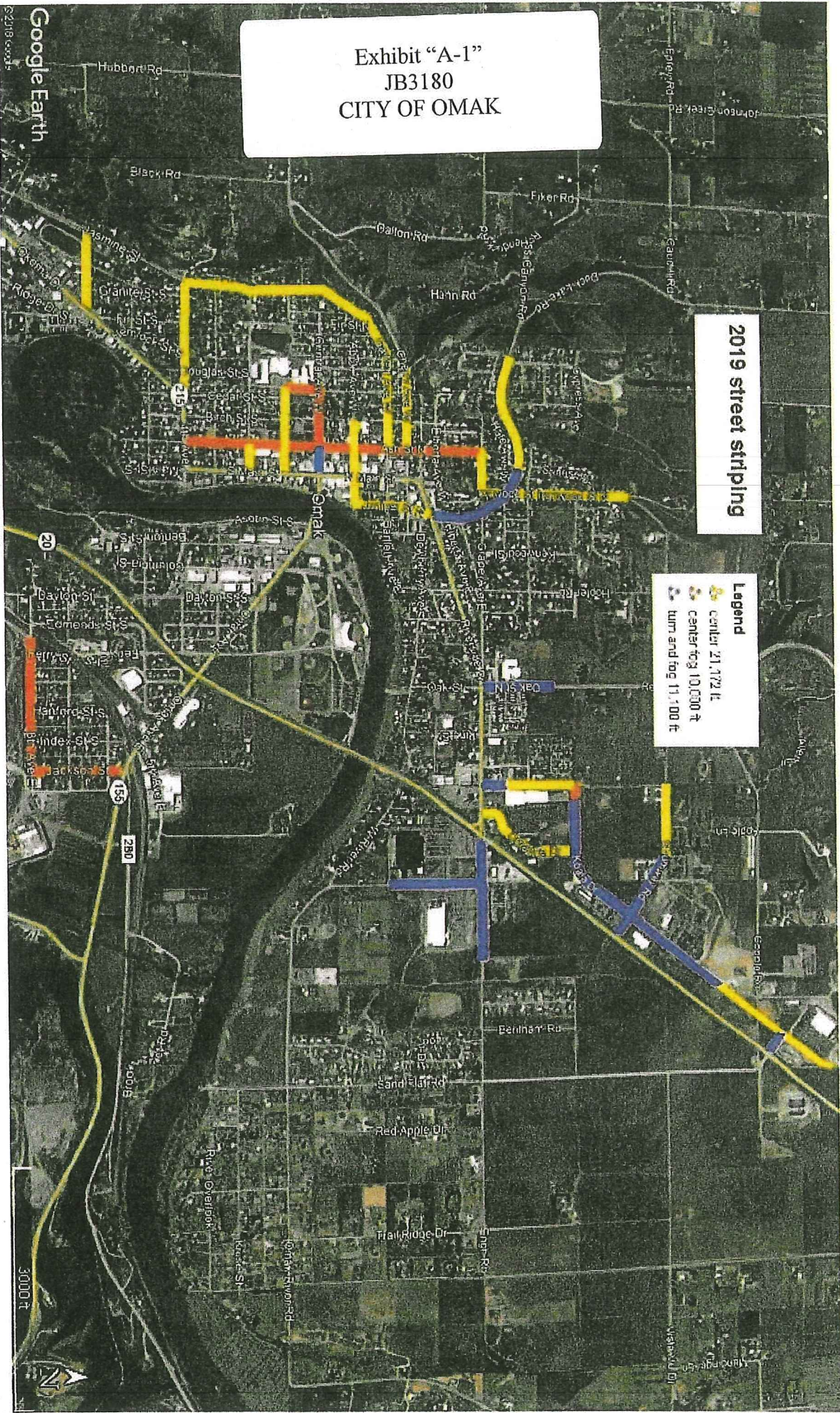
Sincerely,

Wayne Beetchenow  
City of Omak  
Assistant Public Works Director  
apwd@omakcity.com  
P.O. Box 72  
Omak, WA 98841  
(509) 826-1390

Exhibit "A-1"  
JB3180  
CITY OF OMAK

2019 street striping

- Legend**
- center 21,172 ft
  - center fog 10,000 ft
  - turn and fog 11,100 ft



Google Earth

3000 ft





## MEMORANDUM

To: Omak City Council  
Cindy Gagne', Mayor

From: Todd McDaniel, City Administrator

Date: June 15, 2020

Subject: Resolution 41-2020 Amending Fee Schedule

---

The attached Resolution 41-2020 - Amending the City of Omak 2020 Fee Schedule, is forwarded for your consideration.

This Resolution corrects rates set for the RV Park Rentals. The rates as identified in the fee schedule became askew when the 2/10th sales tax went up April 1, 2020. To keep the total charges in whole numbers, rates were reduced slightly.

Rates for new business licenses was reduced to \$10 and a fee of \$10 was added to the schedule for annual renewal of business licenses. These changes were prompted by the inclusion into the State licensing program and the desire to have annual renewals to ensure the information on business operating within the city is current.

I approve this Resolution and urge its adoption.

**RESOLUTION NO. 41-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL AMENDING THE CITY OF OMAK  
2020 FEE SCHEDULE**

**WHEREAS**, the City Council of the City of Omak sets the fees for permits and/or services; and,

**WHEREAS**, the City Council established the Fee Schedule for 2020 and effective dates for various fees by passage of Resolution No. 78-2019; and

**WHEREAS**, a two tenths sales tax increase was approved by the voters of Okanogan County; and

**WHEREAS**, due the to the increase of the Sales tax the RV Park Rental Rates need to be correctly identified in the fee schedule; and

**WHEREAS**, the City has partnered with the State Department of Revenue for Business Licensing Services, in accordance with RCW 35.90.020; and

**WHEREAS**, to facilitate the changes in the city's licensing program the new license fee has been reduced and an annual renewal fee has been included.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, do hereby adopt the amended **2020 City of Omak Fee Schedule** attached to this Resolution as Exhibit "A":

**Section 1.** Resolution No. 78-2019 is hereby repealed the day after the passage of Resolution 41-2020.

**PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**FINAL**  
**CITY OF OMAK FEE SCHEDULE 2020**

CATEGORY	FEE
<b><u>ADULT ENTERTAINMENT BUSINESS LICENSES</u></b>	
1) Application fee	100.00
2) Adult cabaret – annual license	500.00
3) All other - annual license	250.00
<b><u>AIRPORT FEES</u></b>	
<b>1) Tie down fees -</b>	
Non-Comercial, Light single and twin, Based Aircr Monthly	\$15.00 per month
Commercial - Standard tiedown space                      Weekly	\$20 per Week
Non-uniform space                      Weekly	\$0.01 per Square foot
<u>(landing fees included in tie down rates)</u>	
2) Hangar lease rate	\$0.10 per sq. ft. per year minimum of \$20.00 per month
3) Fuel	
100LL	Wholesale price including taxes plus \$ .50 per gallon
JETA	Wholesale price including taxes plus \$ 1.00 per gallon
Fuel Flowage FEE	\$0.10 per gallon
4) Commercial scheduled carriers landing fee	\$100.00 per month
<b><u>ANIMAL ABUSE</u></b>	
a. Inflicts unnecessary suffering or pain upon an animal	\$500.00
b. Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure.	\$500.00
c. Abandons the animal	\$500.00
<b><u>ANIMAL FEES</u></b>	
1) Impound fees	\$50.00
2) Boarding fee per day	\$25.00
3) Redemption fee for animals other than dogs	Actual cost of impound plus \$60.00/day
4) Animal Licenses-Neutered/Spayed	\$10.00
5) Animal Licenses – Unneutered/Unspayed	\$150.00
6) Animal Licenses – Neutered/Spayed-owner 60 years of age or older	\$5.00
7) "Animal Fancier Permit" Non-refundable Application Fee	\$25.00
8) "Animal Fancier Permit" Issuance Fee	\$100.00 per year
9) Late animal license fee (purchased after Jan. 31 <sup>st</sup> )	\$25.00
10) Replacement license	\$5.00
<b><u>ANIMAL VIOLATIONS</u></b>	
1) Failure to license animal 1st offense	\$250.00
2) Failure to license animal 2nd offense	\$500.00
3) Failure to license animal - All subsequent violations	\$500.00
4) Misuse of license tag	\$250.00
5) Animal at large 1st offense	\$250.00

<b>6)</b> Animal at large 2nd offense	\$500.00
<b>7)</b> Animal at large - All subsequent violations	\$500.00
<b>8)</b> Dog charging	\$250.00
<b>9)</b> Dog chasing vehicles	\$250.00
<b>10)</b> Animal destroying private property	\$250.00
<b>11)</b> Animal scattering refuse	\$250.00

CATEGORY	FEE
<b>ANIMAL VIOLATIONS (cont'd)</b>	
12) Animal depositing fecal matter	\$50.00
13) Dog biting 1st offense	\$500.00
14) Dog biting --All subsequent violations	\$500.00
15) More than two dogs at residence w/out "Animal Fancier Permit"	\$150.00 per excess dog
16) More than three dogs at residence with "Animal Fancier Permit"	\$150.00 per excess dog
17) More than three cats at residence (per cat)	\$100.00
20) Public nuisance (bark/whine)	\$500.00
21) Allowing vicious dog/animal at large	\$500.00

<b>AUDITOR FILING FEES</b>	Actual costs as set by Okanogan County
----------------------------	---

<b>BANK FEES - NSF check fees</b>	\$35.00
In addition, if two (2) NSF checks from the same party are received for payment of any City service within a 6 month period, the customer will not be allowed to pay for any City services by check for a period of three (3) years.	

<b>Invoice Cloud E-Check Rejection Fee</b>	\$15.00
--	---------

<b>BICYCLE REGISTRATION (For lifetime of bicycle)</b>	\$ 10.00 *
*If bicycle is impounded, registration must be purchased before it is returned.	

**CATEGORY**

**BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE**

**Total Valuation**

**Permit Fee**

\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof
Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed for work required to be corrected by prior correction notice and not completed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one half hour)	\$50.00 per hour
Additional Plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	\$50.00 per hour
Plan Review Fee – Commercial Building Permit: A plan review fee of 65% of the above building permit fee shall be added to the cost of each commercial building permit	65% of building permit fee
Plan Review Fee – Residential Building Permit: A plan review fee of 25% of the above building permit fee shall be added to the cost of each residential building permit	25% of building permit fee
Third Party Review Fee (i.e., sprinkler/alarm systems, utilities)	Actual Costs

CATEGORY	
<b>BUSINESS REGISTRATION FEE</b>	<b>\$25.00</b>
New License Registration	\$10.00
Annual Renewal	\$10.00
<b>CEMETERY FEES</b>	
<u>Grave Fee</u>	
Adult Grave	\$850.00
Infant Grave	\$800.00
Cremains Grave	\$500.00
<u>Opening &amp; Closing Fees:</u>	
Adult Grave	\$850.00
Infant Grave	\$800.00
Cremains Grave	\$500.00
1) Opening/closing fees for burials on Saturday, Sunday, or holiday or with less than 48 hours notice	
Adults	\$1,000.00
Infants	\$950.00
Cremains	\$650.00
Extra charge for winter burial	\$100.00
<u>Headstone setting fees</u>	
16" x 36"	\$250.00
12" x 24"	\$250.00
8" x 16"	\$200.00
Metal receptacle for flowers	\$20.00 plus sales tax

CATEGORY	
<b>COPIES OF CITY RECORDS</b>	
1) Audio tape	Actual cost & postage
2) Comprehensive plans (includes park, water, sewer, shoreline, capital fa	Actual cost & postage
3) Disk – copy to disk	Actual cost & postage
4) Ordinance & resolutions - first copy	No charge
5) Copies (all Departments)	First 30 pages free-31 pages or more at \$.15 for each page
6) Photographs	Actual cost & postage

<b>DANCE PERMIT</b>	<b>\$25.00</b>
---------------------	----------------

<b>DEMOLITION PERMIT FEE</b>	<b>\$100.00</b>
------------------------------	-----------------

FILL AIR BOTTLES BY FIRE DEPARTMENT	FEE
1) 30 minute low air pressure bottle	\$3.00
2) 45 to 60 minutes high air pressure bottle	\$5.00
3) SCUBA Bottles	\$5.00

4) Large bottles for Cascade Systems	\$10.00
<b>FIRE PERMITS</b>	<b>FEE</b>
Aerosol products	\$25.00
Aircraft refueling vehicles	\$25.00
Aircraft repair hangar	\$25.00
Asbestos removal	\$25.00
Automobile wrecking yard	\$25.00
Battery sys – install/operate stationary lead-acid battery system	\$25.00
Bowling pin or alley refinishing	\$25.00
Burn Permits	\$10.00
Carnivals & fairs	\$25.00
Cellulose nitrate film storage	\$25.00
Cellulose nitrate storage (more than 25 pounds)	\$25.00
Combustible fiber storage	\$25.00
Combustible material storage	\$25.00
Commercial rubbish handling operation	\$25.00
Compressed gases	\$25.00
Cryogenes	\$25.00
Dry cleaning plants	\$25.00
Dust producing operations	\$25.00
Explosives or blasting agents	\$25.00
Fireworks	\$100.00
Flammable liquid pipeline operation or excavation	\$50.00
Flammable or combustible liquid/tank	\$25.00
Fumigation or thermal insecticide	\$25.00
Garages – repair motor vehicles	\$25.00
Hazardous materials	\$25.00
High-piled combustible storage	\$25.00
Junkyards	\$25.00
Liquefied petroleum gases	\$25.00
Lumberyards	\$25.00
Magnesium working	\$25.00
Matches – manufacture/storage	\$25.00
Open-flame device for maintenance	\$25.00
Organic coats	\$25.00
Ovens, industrial baking or drying	\$25.00
Parade floats	\$10.00
Radioactive materials	\$25.00
Refrigeration equipment	\$25.00
Spraying or dipping	\$25.00
Tank vehicles	\$25.00
Tents/canopies & temporary membrane	\$25.00
Tire recapping	\$25.00
Tire storage (excess of 1,000 cu ft)	\$25.00
Waste material handling plant	\$25.00
Welding & cutting operations	\$25.00
Wood products	\$25.00
Floor dry - Per 25 lb. Bag	\$5.00
Containment boom - 3" x 20'	\$20.00
Absorbent pads - 18" x 18"	\$1.00



Various – Foam per gal \$15.00

**CATEGORY**

<b>LAND USE FEES (Plus Actual Cost for Hearing Examiner Publication/Filing Fees and all Fees are non-refundable)</b>	
1) Annexation petition	\$200.00
2) Appeal Fee Processing (in addition to all incurred actual costs)	\$300.00 + Actual Cost
3) Binding site plan	\$500.00
4) Boundary line adjustment	\$75.00
5) Comprehensive plan amendment – <b>Application Fee</b>	\$500.00
6) Conditional Use Permit – Application Fee	\$400.00
7) Large Lot Segregation Process Fee (non-refundable)	\$100.00
8) Large Lot Segregation Completed Application Fee	\$100.00
9) Parcel Consolidation	\$75.00
10) SEPA checklist – DNS - <b>Processing</b>	\$175.00
11) Shoreline Plan conditional use permit	\$600.00
12) Shoreline Plan – Statement of exemption	\$25.00
13) Shoreline Plan - substantial development permit	\$500.00
14) Shoreline Plan - variance permit	\$600.00
15) Short Plat Subdivision Process fee (non-refundable)	\$100.00
16) Short Plat Subdivision completed application fee	\$200.00
17) Short Plat Subdivision per lot	\$25.00
18) Street Petition to Vacate Right-of-Way/Easement	\$125.00
19) Regular subdivision Process fee (non-refundable)	\$100.00
20) Regular Subdivision completed application fee	\$600.00
21) Regular Subdivision per lot fee	\$75.00
22) Variance to Zoning Code	\$300.00

23) Zoning Amendment or rezone - Application	\$500.00
<b>CATEGORY</b>	<b>FEE</b>
<b>LIBRARY ROOM RENTAL RATE</b>	<b>\$ 10.00/hour</b>

<b>MECHANICAL PERMIT FEES</b>	
Permit Issuance and Heaters	
1. For the issuance of each mechanical permit	\$23.50
2. For issuing each supplemental permit for which the original permit has not expired, been cancelled or finalized.	\$7.25
<b>Unit Fee Schedule</b>	
<i>(Note: The following do not include permit-issuing fees)</i>	
1. <b>Furnaces.</b> For the installation or relocation of each of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$14.80
<ul style="list-style-type: none"> <li>▪ For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)</li> <li>▪ For the installation or relocation of each floor furnace, including vent</li> <li>▪ For the installation or relocation of each</li> </ul>	\$18.20

2. <b>Appliance Vents.</b> For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.25
---	--------

CATEGORY	FEE
----------	-----

**MECHANICAL PERMIT FEES (continued)**

**Unit Fee Schedule**

**(Note: The following do not include permit-issuing fee)**

3. <b>Repairs or Additions.</b> For the repair of alteration of , or addition to each heating appliance, refrigeration unit, cooling unit absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$13.70
--	---------

**4. Boilers, compressors and absorption systems**

▪ For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000Btu/h (29.3 kW)	\$14.70
▪ For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.15
▪ For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5kW), or each absorption system over 500,000 Btu/h (146.6kW) to and including 1,000,000 Btu/h(293.1kW)	\$37.25
▪ For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 Kw)	\$55.45
▪ For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$92.65

5. <b>Air handlers.</b> For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$10.65
--	---------

▪ For each air-handling unit over 10,000 cfm (4719 L/s)	\$18.10
---	---------

6. <b>Evaporative Coolers.</b> For each evaporative cooler other than portable type	\$10.65
---	---------

CATEGORY	FEE
<b>MECHANICAL PERMIT FEES (continued)</b>	
<b>7. Ventilation and Exhaust.</b>	
<ul style="list-style-type: none"> <li>▪ For each ventilation fan connected to a single duct</li> </ul>	\$7.25
<ul style="list-style-type: none"> <li>▪ For each ventilation system which is not a portion of any heating or air-condition system authorized by a permit</li> </ul>	
<ul style="list-style-type: none"> <li>▪ For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood</li> </ul>	\$10.65
<b>8. Incinerators.</b>	
<ul style="list-style-type: none"> <li>▪ For the installation or relocation of each domestic-type incinerator</li> </ul>	\$18.20
<ul style="list-style-type: none"> <li>▪ For the installation or relocation of each commercial or industrial-type incinerator</li> </ul>	\$14.50
<b>9. Miscellaneous</b>	
<p>For each appliance or piece of equipment regulated by the Mechanical Code but classed in other appliance categories, or for which no other fee is listed in the table</p>	\$10.65
<p>When Chapter 13 is applicable, permit fees for fuel gas piping shall be:</p> <p>Gas Piping System;</p> <ul style="list-style-type: none"> <li>• For each gas piping system of one to four outlets</li> </ul>	\$4.75
<ul style="list-style-type: none"> <li>• For each additional outlet exceeding four, each</li> </ul>	\$1.10
<p>When Chapter 14 is applicable, permit fees for process piping shall be as follows:</p> <ul style="list-style-type: none"> <li>▪ For each hazardous process piping system (HPP) of one to four outlets</li> </ul>	\$5.00
<ul style="list-style-type: none"> <li>▪ For each hazardous process piping system of five or more outlets, per outlet</li> </ul>	\$1.00
<ul style="list-style-type: none"> <li>▪ For each non-hazardous process piping system (NPP) of one to four outlets</li> </ul>	\$2.00
<ul style="list-style-type: none"> <li>▪ For each non-hazardous piping system of five or more outlets, per outlet</li> </ul>	\$0.50
<b>10. Other Inspections and Fees</b>	
<ul style="list-style-type: none"> <li>▪ Inspections outside of normal business hours, per hour (minimum charge – two hours)</li> </ul>	\$50.00
<ul style="list-style-type: none"> <li>▪ Re-inspection fees assessed under provision of Section 116.6, per inspection</li> </ul>	\$50.00
<ul style="list-style-type: none"> <li>▪ Inspections for which no fee is specifically indicated, per hour (minimum charge – one half hour)</li> </ul>	\$50.00

▪ Additional plan review required by changes, additions or revisions to plan or to plans for which an initial review has been completed (minimum charge – one-half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved.

\$50.00

CATEGORY	FEE
<b>MOBILE HOME PERMITS</b>	
1. Single Wide in Mobile Home Park	\$210.00
2. Double Wide in Mobile Home Park	\$235.00
3. Triple Wide in Mobile Home Park	\$260.00
4. Single Wide on individual lot	\$300.00
5. Double Wide on individual lot	\$335.00
6. Triple Wide on individual lot	\$370.00

CATEGORY	FEE
<b>NOTARY FEE Per Document</b>	<b>\$10.00</b>

<b>PAWNBROKER LICENSE</b>	
1. Initial fee	\$25.00
2. Annual fee	\$10.00
3. Per employee	\$10.00

<b>PEDDLER LICENSE – per year</b>	<b>\$25.00</b>
<b>CATEGORY</b>	<b>FEE</b>
<b>PLUMBING PERMIT FEES</b>	
<b>Permit Issuance</b>	
1) For issuing each permit	\$20.00
2) For issuing each supplemental permit	\$10.00
<b>Unit Fee Schedule (in addition to items 1 &amp; 2 above):</b>	
1) For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$7.00
2) For each building sewer and each trailer park sewer	\$20.00
3) Rainwater systems – per drain (inside building)	\$7.00
4) For each cesspool (where permitted)	\$25.00
5) For each private sewage disposal system	\$40.00
6) For 3ach water heat and/or vent	\$7.00
7) For each gas-piping system of one to five outlets	\$5.00
8) For each additional gas piping system outlet, per outlet	\$1.00
9) For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$7.00
10) For each installation, alteration or repair of water piping and/or water treating equipment, each	\$20.00
11) For each repair or alteration of drainage or vent piping, each fixture	\$7.00
12) For each lawn sprinkler system on any on meter including backflow protection devices therefore	\$7.00
13) For atmospheric-type vacuum breakers not including in item 12. 1 - 5	\$5.00
For atmospheric-type vacuum breakers not including in item 12. over 5, each	\$1.00
14) For each backflow protective device other than atmospheric type vacuum breakers: 2 inch (51mm) diameter and smaller	\$7.00
Over 2 inch (51 mm) diameter	\$15.00
15) For each gray water system	\$40.00
16) For initial installation and testing for a reclaimed water system	\$30.00
17) For each medical gas piping system serving one to five inlet(s) (outlet(s) for a specific gas	\$50.00
<b>Other inspections and Fees:</b>	
1) Inspections outside of normal business hours	\$50.00 per hr.
2) Re-inspection fee	\$50.00 per hr.
3) Inspections for which no fee is specifically indicated	\$50.00 per hr.

4) Additional plan review required by changes, additions, or revisions to approved plans (minimum charge – one half hour)	\$50.00 per hr.
---	-----------------

CATEGORY	FEE
<b>POLICE DEPT FEES</b>	
1) Background check letter	\$20.00
2) Fingerprints 2 card maximum	\$10.00
3) Each additional fingerprint card	\$5.00
4) School employee background check (includes postage)	\$11.00
5) Paper process service	\$20.00
6) Specialized training by state certified instructor	\$ 50.00 per hour
7) Polygraph examinations	\$200.00
8) Vehicle Impounds	\$100.00 per vehicle

<b>PUBLIC SWIMMING POOL FEES</b>	
1) Swimming Pool Daily Admission	
▪ Child under 18 yrs of age	\$2.00
▪ Adult	\$3.00
2) Swimming Pool Season Pass	
▪ Child	\$50.00
▪ Adult	\$75.00
▪ Family	\$175.00
3) Swimming Lessons	
▪ Child or Adult	\$20.00
▪ Without Season Swim Pass	\$40.00
4) Pool Rental	
▪ One hours (After Hours Monday - Saturday Only)	\$75.00
▪ Two hours ( <b>Minimum</b> )	\$150.00
▪ Four hours	\$220.00

<b>RV PARK FEES</b>	
1) Full hookup- per night	
All RV Sites	<del>\$29.82 + Taxes = \$33/night</del> <b>\$29.76</b>
All RV Sites with Current Good Sam Membership	<del>\$26.84 + Taxes = \$29.70/night</del> <b>\$26.78</b>
2) Tents per night	<del>\$18.12 + Taxes = \$20.00/night</del> <b>\$18.03</b>
3) Showers – each	\$0.75
4) Winter Rates – Electrical Connection Only	\$25.30 + Taxes = \$28.00/night
Winter Rates-Electric Only with current Good Sam Membership	\$22.77 + Taxes = \$25.20/night
5) RV Reservation Cancellation Fee	\$10.00
* Customer will receive a full refund less cancellation fee if the cancellation is received at lease 1 day before the arrival date.	
* No refunds if cancellation is less than 7 days prior to the 1st day of the Stampede Event. A cancellation fee will apply.	



**SIGN PERMIT FEES**

**Fee based upon Valuation  
and Permit Fee from  
Building Permit & Plan  
Review Schedule**

**STREET CLOSURE FEES**

**\$75.00**

**TAXI CAB LICENSE**

1) Annual license	\$30.00
2) 1/2 year after July 1st per cab	\$15.00
3) Chauffeur Fee-(per vehicle)	\$15.00

CATEGORY		FEE
<b>UTILITY SERVICES:</b>		<b>2% Increase</b>
<b>Garbage Collection Rates</b>		<b>Effective March 16, 2020</b>
<b>Residential Service Description Per Month</b>		<b>Amount</b>
One 20 gallon mini can-(no Admin fee) **Customer 65 years of age or older only		\$10.75
One (1) can – low income seniors (no Admin Fee)		\$11.11
One (1) Can		\$13.41
65 Gallon Cart –maximum weight of 95 lbs.		\$18.81
95 gallon cart – maximum weight of 130 lbs.		\$23.57
Occasional extra (per unit)		\$3.83
15' to 50' carryout charge		\$5.09
50' to 100' carryout charge		\$8.45
<b>Commercial Service Description</b>		<b>Amount</b>
<b>Pickup One (1) time Per Week</b>		
One (1) Can		\$14.42
65 gallon cart - maximum weight of 95 lbs.		\$18.97
95 gallon cart- maximum weight of 130 lbs.		\$23.74
Occasional extra		\$3.83
15' to 50' carryout charge		\$5.09
50' to 100' carryout charge		\$8.45
<b>Commercial Service Description</b>		<b>Amount</b>
<b>Pickup Two (2) times Per Week</b>		
65 gallon cart - maximum weight of 95 lbs.		\$36.47
95 gallon cart- maximum weight of 130 lbs.		\$45.76
Occasional extra		\$3.83
15' to 50' carryout charge		\$10.16
50' to 100' carryout charge		\$16.90
<b>Commercial Service Description</b>		<b>Amount</b>
<b>Pickup Three (3) times Per Week</b>		
65 gallon cart - maximum weight of 95 lbs.		\$53.82
95 gallon cart - maximum weight of 130 lbs.		\$67.91
Occasional extra		\$3.83
15' to 50' carryout charge		\$15.24
50' to 100' carryout charge		\$25.35

CONTAINER SERVICE		AMOUNT
Pickup One Time Per Week		Monthly Rate
1 yard		\$82.13
1 ½ yard		\$99.57
2 yard		\$117.05
3 yard		\$178.84
4 yard		\$214.69
6 yard		\$277.39
20 yard plus Disposal Fee		\$606.71

30 yard plus Disposal Fee		\$692.72
<b>Pickup Two Times Per Week</b>		<b>Monthly</b>
		<b>Rate</b>
1 yard		\$129.41
1 ½ yard		\$164.71
2 yard		\$200.02
3 yard		\$300.27

4 yard		\$343.24
6 yard		\$515.33
20 yard plus Disposal Fee		\$918.38
30 yard plus Disposal Fee		\$1,065.86

**CONTAINER SERVICE (Continued)**

**AMOUNT**

<b>Pickup Three Times Per Week</b>		<b>Monthly Rate</b>
1 yard		\$168.85
1 ½ yard		\$222.59
2 yard		\$276.30
3 yard		\$421.61
4 yard		\$474.65
6 yard		\$688.72
<b>Pickup Four Times Per Week</b>		<b>Monthly Rate</b>
1 yard		\$234.16
1 ½ yard		\$293.35
2 yard		\$352.53
3 yard		\$543.27
4 yard		\$604.79
6 yard		\$862.12
<b>Pickup Five Times Per Week</b>		<b>Monthly Rate</b>
1 yard		\$306.21
1 ½ yard		\$367.57
2 yard		\$428.90
3 yard		\$664.42
4 yard		\$721.83
6 yard		\$1,210.28
<b>Pickup Six Times Per Week</b>		<b>Monthly Rate</b>
1 yard		\$385.08
1 ½ yard		\$445.12
2 yard		\$505.12
3 yard		\$785.64
4 yard		\$864.79
6 yard		\$1,322.03
<b>Commercial Drop Box Collections</b>		
<b>Size</b>	<b>Delivery Fee</b>	<b>Haul Rate</b>
10 yard	\$32.24	\$111.35
20 yard	\$32.24	\$133.64
30 yard	\$32.24	\$155.93
40 yard	\$32.24	\$178.20
<b>Temporary Collection Pickup One Time Per Week</b>		<b>Per Week Rate</b>
1 yard		\$19.11
1 ½ yard		\$23.16

<b>Daily Rental</b>
\$2.15
\$2.15
\$2.15
\$3.22

2 yard		\$27.22
3 yard		\$41.60
4 yard		\$49.94
6 yard		\$64.52
<b>Compactor Collection</b>		<b>Collection Rate</b>
2 yard – once per week		\$368.31
2 yard – two times per week		\$736.63
2 yard - three times per week		\$1,104.95
20 yard -once per week	Disposal Fees Additional	\$262.33
20 yard -two times per week	Disposal Fees Additional	\$524.69
30 yard- per pickup	Disposal Fees Additional	\$293.04
<b>Dual Pick-up System Compactors</b>		<b>Per Pick-up Rate</b>
20 yard	Disposal Fees Additional	\$332.35
30 yard	Disposal Fees Additional	\$371.34
<b>Pick-up and Delivery Charges</b>		<b>Per Pick-up Rate</b>
Cart system pickup and delivery charge		\$3.21
Container Service pick up and delivery for dumpsters		\$5.36

<b>CATEGORY</b>	<b>FEE</b>
-----------------	------------

**UTILITY SERVICES:**

**2% Increase  
Effective March 16, 2020**

**Sewer Collection Rates**

Service Description Per Month	Amount
Single-family residential	\$81.24
Multi-residential (occupied or not)	69.06 per unit
Commercial/Business – Oct 16-April 15	Greater of \$81.24 Minimum or \$7.18 per 100 cubic feet of actual water usage
Commercial/Business – April 16-Oct 15	Greater of \$81.24 Minimum or \$7.18 per 100 cubic feet of actual water usage
Food Service Establishments	<b>Charged same as Commercial/Business Rates</b>
Motels	<b>Charged same as Commercial/Business Rates</b>
Schools – Oct 16-April 15	<b>Charged same as Commercial/Business Rates</b>
Schools – April 16-Oct 15	<b>Charged same as Commercial/Business Rates</b>
Industrial Rates	\$7.27 per 1000 gallons of discharge plus \$.77 per lb. of BOD plus \$.79 per lb. of TSS - Minimum charge of \$81.24  (\$5.61/100 cubic feet or converted as shown to gallons)

**2% Increase  
Effective March 16, 2020**

**Storm Drain Rates**

Development Classification (Defined in OMC 9.12.030)	Monthly Charge
---	----------------

Undeveloped	NO Charge
Medium Development	\$4.37
Heavy Development	\$11.08
Very Heavy Development	\$16.64
<b>CATEGORY</b>	<b>FEE</b>

**UTILITY SERVICES:**

**2%**  
**Effective March 16, 2020**

**Water Rates**

<b>Residential Service (within the City)</b>	<b>Cubic Feet Minimum</b>	<b>Minimum Charge</b>
Over Minimum 1,000cf		\$.71/100 Cubit Feet Over Minimum
5/8 x 3/4 inch	1,000	\$33.34
3/4 inch straight	1,000	\$36.77
1 inch	1,000	\$39.07
1 1/2 inch	1,000	\$54.51
2 inch	1,000	\$77.49
3 inch	1,000	\$84.26
4 inch	1,000	\$91.20
6 inch or larger	1,000	\$123.77
<b>Commercial Service (within the City)</b>	<b>Cubic Feet Minimum</b>	<b>Minimum Charge</b>
Over Minimum 1,000cf		\$.71/100 Cubit Feet Over Minimum
5/8 x 3/4 inch	1,000	\$33.34
3/4 inch straight	1,000	\$36.77
1 inch	1,000	\$39.07
1 1/2 inch	1,000	\$54.51
2 inch	1,000	\$77.49
3 inch	1,000	\$84.26
4 inch	1,000	\$91.20
6 inch or larger	1,000	\$123.77
<b>Miscellaneous Services (within the City)</b>	<b>Minimum Charge</b>	<b>Cubic Feet Minimum</b>
Over Minimum 1,000cf		\$.71/100 Cubit Feet Over Minimum
Multiple Dwellings	Meter size minimum plus \$13.34 for each additional unit	1,000 + 400 for each additional unit
Multiple Businesses in one Building	Meter size minimum plus \$13.34 for each additional business	1,000 + 400 for each additional business
Motels (units occupied or not)	Meter size minimum plus \$10.01 per unit	1,000 + 300 for each additional unit

**After Hours Call Out** \$80.00

**Shut off fee-Delinquent Accts** \$40.00

**Hydrant Meter Permit (non-refundable)** \$50.00

**Hydrant Meter Damage Deposit** (Refundable upon return of meter device, complete and in good condition, and payment received for all water and meter rental charges) \$150.00

**Hydrant Meter Rental Charge** \$5.00 per day

<b>Deposit Required for Meter Testing</b>	<b>Charge</b>
5/8 x 3/4 inch	\$30.00

1 inch		\$50.00
1 ½ inch		\$60.00
2 inch		\$70.00

## Memorandum

To: Omak City Council  
Cindy Gagne, Mayor

From: Todd McDaniel  
City Administrator

Date: 6/15/2020

Subject: Resolution 42-2020 Department of Commerce CARES ACT GRANT

---

The attached Resolution 42-2020, Accepting Cares Act Grant 20-6541C-27 through the Washington State Department of Commerce, is forwarded for your consideration.

This grant agreement allows the City to get reimbursed for up to \$148,200.00 of costs expended in responding to the Covid-19 public health emergency.

Eligible cost can include any direct cost the city has incurred to respond to the emergency, as well as second-order costs, that may include economic support.

I support this Resolution and urge its adoption



**RESOLUTION NO. 42-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING A CARES ACT GRANT, 20-6541C-27, THROUGH THE WASHINGTON STATE DEPARTMENT OF COMMERCE**

**WHEREAS**, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries; and

**WHEREAS**, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (the "CRF") available under the CARES Act; and

**WHEREAS**, the City's share of the CRF is \$148,200.00; and

**WHEREAS**, grant funding must be used for necessary actions taken to respond to the COVID-19 public health emergency.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Grant Agreement 20-6541C-27 between the City of Omak and the Washington State Department of Commerce, a copy of which is attached hereto as Exhibit "A" is hereby accepted and The Mayor is authorized and directed to execute the same on behalf of the City.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A



## **Interagency Agreement with**

City of Omak

through

the Coronavirus Relief Fund for Local Governments

### **For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

## TABLE OF CONTENTS

### Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management .....	1
4.	Compensation .....	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Audit.....	2
9.	Debarment.....	3
10.	Laws .....	3
11.	Order of Precedence.....	4

### General Terms and Conditions

1.	Definitions .....	5
2.	All Writings Contained Herein.....	5
3.	Amendments.....	5
4.	Assignment .....	5
5.	Confidentiality and Safeguarding of Information.....	5
6.	Copyright.....	6
7.	Disputes.....	6
8.	Governing Law and Venue .....	6
9.	Indemnification.....	7
10.	Licensing, Accreditation and Registration .....	7
11.	Recapture .....	7
12.	Records Maintenance.....	7
13.	Savings .....	7
14.	Severability .....	7
15.	Subcontracting .....	7
16.	Survival .....	8
17.	Termination for Cause .....	8
18.	Termination for Convenience.....	8
19.	Termination Procedures .....	8
20.	Waiver.....	9

<b>Attachment A, Scope of Work .....</b>	<b>10</b>
<b>Attachment B, Budget &amp; Invoicing .....</b>	<b>12</b>
<b>Attachment C, A-19 Certification .....</b>	<b>13</b>
<b>Attachment D, A-19 Activity Report .....</b>	<b>15</b>

**FACE SHEET**

Contract Number: 20-6541C-277

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

<b>1. Contractor</b> City of Omak 2 North Ash Street Omak, Washington 98841-0072		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Todd McDaniel City Administrator (509) 826-1170 admin@omakcity.com		<b>4. COMMERCE Representative</b> Kari Sample Project Manager (360) 764-3090 Fax 360-586-5880 Kari.sample@commerce.wa.gov	
<b>5. Contract Amount</b> \$148,200.00	<b>6. Funding Source</b> Federal: X State: Other: N/A:	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$148,200.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	<b>Indirect Rate (if applicable):</b> 10.00%
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0007412-00	<b>12. UBI #</b> 243000002	<b>13. DUNS #</b> 097254569
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  _____ Cindy Gagné, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
- a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

### Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.





## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

CRF A-19 Activity Report  
INSTRUCTIONS

**INSTRUCTIONS:**

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>4 Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

## MEMORANDUM

To: Omak City Council  
Cindy Gagne', Mayor

From: Todd McDaniel, City Administrator

Date: June 15, 2020

Subject: Ordinance 1891 Amend Title 4 & 18 for Business Licensing

The attached Ordinance 1891 Adopting Amendments to Title 4 and Title 18 of the Omak Municipal Code relating to Business-Taxation, Regulations and Licensing, is forwarded for your consideration.

This Ordinance amends various sections of the code to recognize and clarify the City's Business Licensing Program. The passage of EHB 2005 set in motion events to consolidate how state and city business licenses are obtained. The new process will require that application and renewal of city business licenses, be made through the Washington State Department of Revenues (DOR), Business Licensing Online Portal.

The Clerks Office and the DOR are expecting to go live with the new program as early as July 21, 2020. Under the new program business' will be required to renew annual.

**ORDINANCE NO. 1891**

**AN ORDINANCE OF THE OMAK CITY COUNCIL, ADOPTING AMENDMENTS TO TITLE 4 AND TITLE 18 OF THE OMAK MUNICIPAL CODE RELATING TO BUSINESS-TAXATION, REGULATION AND LICENSING**

**WHEREAS**, State Engrossed House Bill 2005, Codified as RCW 35.90.020, requires that cities partner with the Department of Revenue for the issuance of city business licenses; and

**WHEREAS**, business license minimum threshold and definitions were adopted with Omak City Ordinance 1874; and,

**WHEREAS**, The City entered into agreement with the Washington State Department of Revenue (DOR) for business licensing services by resolution 13-2020; and,

**WHEREAS**, the Clerk's Office and the DOR have identified necessary changes and inclusions to Title 4 to administer the city's Business Licensing Program through the DOR.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1 Amend Section 4.08.020 Occupation license required-Application-term providing as follows:**

**4.08.020 Occupation license required—Application—Term.**

From thirty days after the passage of the ordinance codified herein or the first billing date of the utility, whichever is the later, no person, firm, or corporation shall engage in or carry on any business, occupation, act or privilege for which a tax is imposed by Sections 4.08.030-4.08.090, without first having obtained, and being the holder of a license so to do, to be known as an occupation license. Each such person, firm or corporation shall promptly apply to the city clerk for such license upon such forms as the clerk shall prepare and provide, giving such information as the clerk shall deem reasonably necessary to enable said clerk's office to administer and enforce this chapter; and, upon acceptance of such application by the clerk, the clerk shall thereupon issue such license to the applicant. Such occupation license shall be personal and nontransferable and shall be valid as long as the licensee shall continue in such business and shall comply with this chapter.

**Is hereby amended to read as follows**

**4.08.020 Occupation license required—Application—Term.**

From thirty days after the passage of the ordinance codified herein or the first billing date of the utility, whichever is the later, no person, firm, or corporation shall engage in or carry on any business, occupation, act or privilege for which a tax is imposed by Sections 4.08.030-4.08.090, without first having obtained, and being the holder of a license so to do, to be known as an occupation license. Each such person, firm or corporation shall promptly apply to the city clerk for such license upon such forms as the clerk shall prepare and provide, giving such information as the clerk shall deem reasonably necessary to enable said clerk's office to administer and enforce this chapter; and, upon acceptance of such application by the clerk, the clerk shall thereupon issue such license to the applicant. Such occupation license shall be personal and nontransferable and shall be valid as long as the licensee shall continue in such business and shall comply with this chapter. The occupation license required under this chapter is separate from the business license issued under chapter 4.20 OMC.

**Section 2 Amend Section 4.12.010 Permit- Owner of controller of premises to obtain providing as follows:**

**4.12.010 Permit—Owner or controller of premises to obtain.**

It is unlawful for any person, firm, corporation, club or association to rent, lease or permit to be used any hall, building, pavilion or other property owned or controlled by them for the purpose of conducting a public or quasi-public dance without first obtaining a permit therefor from the city clerk.

**Is hereby amended to read as follows**

**4.12.010 Permit—Owner or controller of premises to obtain.**

It is unlawful for any person, firm, corporation, club or association to rent, lease or permit to be used any hall, building, pavilion or other property owned or controlled by them for the purpose of conducting a public or quasi-public dance without first obtaining a permit therefor from the city clerk. The Permit required under this chapter is separate from and in addition to the business licenses issued under Chapter 4.20 OMC, which may also be required when applicable.

**Section 3 Amend Section 4.16.020 License Required-Fee providing as follows:**

**4.16.020 License Required-Fee.**

Every person, firm or corporation must first obtain a license from the city to carry passengers for hire from any point within the city. All for-hire licenses shall expire on December 31st of each year. The fee for such license shall be an annual fee set by resolution for each vehicle if granted prior to July 1st of the year, and can be prorated according to the fees set by resolution for each vehicle if granted after July 1st of such year.

The fee for a special event license shall be set by resolution for each vehicle and shall expire on December 31st of each year. No license granted hereunder shall be assignable or transferable.

**Is hereby amended to read as follows:**

**4.16.020 License Required—Fee.**

Every person, firm or corporation must first obtain a license from the city to carry passengers for hire from any point within the city. All for-hire licenses shall expire on December 31st of each year. The fee for such license shall be an annual fee set by resolution for each vehicle if granted prior to July 1st of the year, and can be prorated according to the fees set by resolution for each vehicle if granted after July 1st of such year.

The fee for a special event license shall be set by resolution for each vehicle and shall expire on December 31st of each year. No license granted hereunder shall be assignable or transferable. The licenses under this chapter are separate from and in addition to the business licenses issued under Chapter 4.20 OMC, which may also be required when applicable.

**Section 4 Amend Section 4.20.020 Definitions providing as follows:**

**4.20.020 Definitions.**

Except as otherwise expressly declared or clearly apparent from the context in which used, the following definitions shall be applied in construing the provisions of this chapter:

- (1) The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- (2) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis

business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (1) of this section. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:

(A) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(B) Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.

(C) Soliciting sales.

(D) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(E) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(F) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(G) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(H) Collecting current or delinquent accounts.

(I) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(J) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(K) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(L) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(M) Training or recruiting agents, representatives, independent contractors, brokers, or others, domiciled, or operating on a job in the city, acting on its behalf, or for customers or potential customers.

(N) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(O) In-store stocking or manipulating products or goods, sold to, and owned by a customer, regardless of where sale and delivery of the goods took place.

(P) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.



- (4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf engages in no other activities in or with the city but the following, it need not register and obtain a business license:
- (A) Meeting with suppliers of goods and services as a customer.
  - (B) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
  - (C) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
  - (D) Renting tangible or intangible property as a customer when the property is not used in the city.
  - (E) Attending, but not participating in, a trade show or multiple vendor events. Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.
  - (F) Conducting advertising through the mail.
  - (G) Soliciting sales by phone from a location outside the city.
- (5) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (4) of this section.

The city expressly intends that "engaging in business" includes any activity sufficient to establish nexus for purposes of applying the license fee under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

**Is hereby amended to read as follows:**

**4.20.020 Definitions.**

Except as otherwise expressly declared or clearly apparent from the context in which used, the following definitions shall be applied in construing the provisions of this chapter:

- (1) The term "business registration", "registration", "license", and "business license" as used in this chapter, are deemed synonymous.
- (2) "Business Licensing Service" or "BLS" means the office within Washington State Department of Revenue providing business licensing service to the city.
- (3) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- (4) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1) of this section. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(5) Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:

(A) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(B) Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.

(C) Soliciting sales.

(D) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(E) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(F) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(G) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(H) Collecting current or delinquent accounts.

(I) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(J) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(K) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(L) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(M) Training or recruiting agents, representatives, independent contractors, brokers, or others, domiciled, or operating on a job in the city, acting on its behalf, or for customers or potential customers.

(N) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(O) In-store stocking or manipulating products or goods, sold to, and owned by a customer, regardless of where sale and delivery of the goods took place.

(P) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(6) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf engages in no other activities in or with the city but the following, it need not register and obtain a business license:

(A) Meeting with suppliers of goods and services as a customer.

- (B) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
- (C) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
- (D) Renting tangible or intangible property as a customer when the property is not used in the city.
- (E) Attending, but not participating in, a trade show or multiple vendor events. Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.
- (F) Conducting advertising through the mail.
- (G) Soliciting sales by phone from a location outside the city.

(7) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (6) of this section.

The city expressly intends that "engaging in business" includes any activity sufficient to establish nexus for purposes of applying the license fee under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

**Section 5 Amend Section 4.20.030, (2) providing as follows**

- (2) Public utility companies.

**Is hereby amended to read as follows:**

- (2) Public utility companies identified in Chapter 4.08 OMC.

**Section 6 Amend Section 4.20.040 Registration application procedure providing as follows:**

**4.20.040 Registration application procedure.**

If the registrant represents a new business or desires to change the location of a currently registered business, he/she shall submit a completed application and the required registration fee to Omak City Hall. Prior to the issuance of the business registration, submitted application shall be reviewed by and proposed business location and building thereto inspected and approved by the fire chief, the building official, and the police chief. The business registration shall be issued only if the location and building are in compliance with building codes, fire codes, and zoning regulations of the city as those codes and regulations relate to existing and/or new structures.

**Is hereby amended to read as follows:**

**4.20.040 Registration application procedure.**

Application for a business license issued under this chapter is made through the Business Licensing Service (BLS) and must include all information required to obtain all the licenses requested, the total fee due for all licenses, and the application handling fee required under RCW 19.02.075. Prior to the issuance of the business license, the application will be reviewed by and the proposed business location and building thereto inspected and approved by the fire chief, the building official, and the police chief. The business license will be approved for issuance through BLS only if the location and building are in compliance with building codes, fire codes, and zoning regulations of the city as those codes and regulations relate to existing and/or new structures.

**Section 7      New Section 4.20.045**

4.20.045 Business license renewal – Penalties.

The business license issued under this chapter expires on the date established by the Business Licensing Service (BLS) and must be renewed on or before that date to continue to engage in business in the city after that date.

(1) Application for renewal of the license is made through BLS, and must include all information required to renew all licenses due for renewal, the total fees due for all licenses, and the renewal application handling fee required by RCW 19.02.075.

(2) The license term and respective fee amount may be prorated as necessary to synchronize the license expiration with that of the business license account maintained by BLS.

(3) Failure to complete the renewal by the expiration date will incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due.

(4) Failure to complete the renewal within 120 days after expiration will result in the cancellation of the license and will required submitting a new application, as provided for in this chapter, in order to continue to engage in business in the city.

**Section 8      Remove Section 4.20.050 Registration application content and business registration content**

~~4.20.050 — Registration application content and business registration content.~~

~~The application and business registration attached to the ordinance codified in this chapter and on file in the office of the city clerk as Exhibit A and Exhibit B are approved as the official forms for the city of Omak.~~

**Section 9      Amend Section 4.20.130 Home Occupation providing as Follows:**

**4.20.130      Home occupations.**

A home occupation when conducted as an accessory use to a dwelling in a residential zone shall be subject to the following limitations:

- (1) No exterior display shall be permitted;
- (2) No exterior storage of materials shall be permitted;
- (3) Exterior signs shall be restricted to those permitted in the zone in which the home occupation is located. There shall be no other exterior indication of the home occupation;
- (4) A home occupation which creates a nuisance because of noise, smoke, odor, dust, or gas or the generation of vehicle or pedestrian traffic is prohibited.

**Is hereby amended to read as follows:**

**4.20.130      Home occupations.**

A home occupation when conducted as an accessory use to a dwelling in a residential zone must comply with the licensing requirements of this chapter, and is subject to the requirements of both OMC 18.16.030, and the following limitations:

- (1) No exterior display shall be permitted;
- (2) No exterior storage of materials shall be permitted;

- (3) Exterior signs shall be restricted to those permitted in the zone in which the home occupation is located. There shall be no other exterior indication of the home occupation;
- (4) A home occupation which creates a nuisance because of noise, smoke, odor, dust, or gas or the generation of vehicle or pedestrian traffic is prohibited.

**Section 10 Amend Section 4.20.180 Sale/transfer of business-new registration required providing as follows:**

**4.20.180 Sale/transfer of business—New registration required.**

Upon the sale or transfer of any business which is registered pursuant to this chapter, the registration issued to the prior owner shall automatically expire on the date of such sale or transfer and the new owner shall apply for and obtain a new business registration prior to engaging in, conducting or operating the business.

**Is hereby amended to read as follows:**

**4.20.180 Sale/transfer of business—New registration required.**

Upon the sale or transfer of any business which is registered pursuant to this chapter, the registration issued to the prior owner shall automatically expire on the date of such sale or transfer and the new owner shall apply for and obtain a new business registration, as provided in this chapter, prior to engaging in, conducting or operating the business.

**Section 11 Amend Section 4.20.190 Fee Schedule providing as follows:**

**4.20.190 Fee schedule.**

On and after the effective date of the ordinance codified in this chapter, there is levied upon and shall be collected from every business engaging in business in the city a one-time registration fee. Such registration fee, payable in advance, is set by resolution.

**Is hereby amended to read as follows:**

**4.20.190 Fee schedule.**

On and after the effective date of the ordinance codified in this chapter, there is levied upon and shall be collected from every business engaging in business in the city a one-time registration and annual renewal fees. Such fees, payable in advance identified in the current City of Omak, Fee Schedule.

**Section 12 Amend Section 4.36.020 License -Required providing as follows:**

**4.36.020 License—Required.**

No contract investigative agency or private investigator shall operate, advertise, solicit, or in any way promise or inform anyone that they will perform such services in the city of Omak without receiving from the licensing official a license as provided in this chapter.

**Is hereby amended to read as follows:**

**4.36.020 License—Required.**

No contract investigative agency or private investigator shall operate, advertise, solicit, or in any way promise or inform anyone that they will perform such services in the city of Omak without receiving from the licensing official a license as provided in this chapter. The license required under this chapter is separate from an in addition to the business license issued under Chapter 4.20 OMC, which may also be required when applicable.

**Section 13 Amend Section 4.42.015 License-Required -Fee providing as follows:**

**4.42.015 License—Required—Fee.**

It is unlawful for any person to engage in the business of a pawnbroker or to conduct a pawnshop or to engage in the business of secondhand dealer as those items are defined in Section 4.42.010, without first having obtained a license to do so to be known and designated as “pawnbroker’s/secondhand dealer’s license.” The license fee for such license shall be set by resolution for the original application and the annual fee thereafter. A supplemental license fee for each employee or agent shall be charged as a one-time fee set by resolution and paid at the time the application is filed; provided there is no break in employment by the employee or agent with the licensee; provided, however, that the licensing requirements of this chapter shall have no application to casual nonbusiness sales of personal property or to yard sales so long as the person, firm or corporation conducting the yard sale does not conduct more than two such yard sales in any one calendar year for more than five days’ duration.

**Is hereby Amended to read as follows:**

**4.42.015 License—Required—Fee.**

It is unlawful for any person to engage in the business of a pawnbroker or to conduct a pawnshop or to engage in the business of secondhand dealer as those items are defined in Section 4.42.010, without first having obtained a license to do so to be known and designated as “pawnbroker’s/secondhand dealer’s license.” The license fee for such license shall be set by resolution for the original application and the annual fee thereafter. A supplemental license fee for each employee or agent shall be charged as a one-time fee set by resolution and paid at the time the application is filed; provided there is no break in employment by the employee or agent with the licensee; provided, however, that the licensing requirements of this chapter shall have no application to casual nonbusiness sales of personal property or to yard sales so long as the person, firm or corporation conducting the yard sale does not conduct more than two such yard sales in any one calendar year for more than five days’ duration. The licenses required under this chapter are separate from and in addition to the business license issued under Chapter 4.20 OMC, which may also be required if applicable.

**Section 14 Amend Section 4.44.060 Adult entertainment business license required providing as follow:**

**4.44.060 Adult entertainment business license required.**

It is unlawful for any person to conduct, manage, or operate an adult entertainment business unless such person is the holder of a valid and sustaining business license from the city to do so, obtained in the manner provided in this chapter.

**Is hereby Amended to read as follows:**

**4.44.060 Adult entertainment business license required.**

It is unlawful for any person to conduct, manage, or operate an adult entertainment business unless such person is the holder of a valid and sustaining business license from the city to do so, obtained in the manner provided in this chapter. The licenses required under this chapter are separate from and in addition to the business license issued under Chapter 4.20 OMC, which may also be required if applicable.

**Section 15 Amend Section 18.16.030, (a) providing as follows:**

- (a) Home businesses are allowed in all districts unless restricted otherwise

**Is hereby Amended to read as follows:**

- (a) Home businesses are allowed in all districts unless restricted otherwise and must obtain a business license issued under Chapter 4.20 OMC.

**Section 16** This Ordinance shall become effective after its 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 OMAK CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

Filed with City Clerk: \_\_\_\_\_

Passed by City Council: \_\_\_\_\_

Date Published: \_\_\_\_\_

Date effective: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2020, the City Council of the City of Omak passed Ordinance No. 1891.

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

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

# MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: June 15, 2020

Subject: Resolution 43-2020 Economic Alliance Cares Act

---

The Attached Resolution 43-2020 Approving an Agreement Between the City of Omak and the Economic Alliance. A Not for Profit Corporation of the State of Washington for Grant Funding Through the Cares ACT, is forwarded for your consideration.

The City will be eligible to be reimbursed up to \$148,200 in Cares Act grant funding. Funding can be used for the direct response to the COVID public health threat or for second-order effects of the emergency. Economic support for business that have been interrupted due to pandemic is an eligible second-order effect.

Economic Alliance was out early trying to help local business. They have received several applications from businesses in our Jurisdiction. Due to funding availability, some applicants are still waiting to be funded. Economic alliance is best positioned to get the grants out quickly and efficiently.

\$148,200 grant is substantially more than the City will need to offset our direct cost and make the safety and communications improvements; the Public Safety Committee has discussed. The expenditure window for this grant is from March 1 through October 31.

I approve this resolution and urge it Adoption



**RESOLUTION No. 43-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT BETWEEN CITY OF OMAK AND THE ECONOMIC ALLIANCE, A NOT FOR PROFIT CORPORATION OF THE STATE OF WASHINGTON FOR GRANT FUNDING THROUGH THE CARES ACT**

**WHEREAS**, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law providing for over \$2 trillion relief for American workers, families, and small businesses, and to preserve jobs for American industries; and

**WHEREAS**, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund (the "CRF") available under the CARES Act; and

**WHEREAS**, the City's share of the CRF is \$148,200; and

**WHEREAS**, the City desires to immediately allocate \$75,000 of the City's CRF funds to the Alliance for a Small Business Grant Program (the "Grant Program") to assist small businesses within the City of Omak; and

**WHEREAS**, RCW Chapter 39.34, entitled the Interlocal Cooperation Act, permits local governments, including alliance districts and cities, to make the most efficient use of their powers by enabling them to cooperate in order to provide services and facilities that "will accord best with geographic, economic, population and other factors influencing the needs and development of local communities"; and

**WHEREAS**, the City has determined that engaging with the Alliance for the disbursement of the CRF funds, pursuant to the terms below, would yield efficiencies not available to the City alone.

**NOW, THEREFORE, BE IT RESOLVED** by the Omak City Council, that Agreement, between the City of Omak and Economic Alliance, a copy of which is attached hereto as Exhibit "A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

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

---

**APPROVED:**

---

Cindy Gagné, Mayor

**ATTEST:**

---

Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

---

Michael D. Howe, City Attorney

DRAFT

**AGREEMENT BETWEEN CITY OF OMAK AND THE ECONOMIC ALLIANCE,  
A NOT FOR PROFIT CORPORATION OF THE STATE OF WASHINGTON  
FOR GRANT FUNDING THROUGH THE CARES ACT**

This Agreement (the "Agreement") is entered into between the City of Omak, Washington (the "City"), a political subdivision of the State of Washington, and the Economic Alliance, a not for profit corporation of the State of Washington (the "Alliance") the City and the Alliance are sometimes referred to as the "Parties," or individually as a "Party."

**NOW, THEREFORE**, in consideration of the premises and promises, terms and conditions set forth below, it is agreed as follows:

**ARTICLE I  
PURPOSE**

**1.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the City will provide grant funding to the Alliance.

**ARTICLE II  
GRANT FUNDING AND ALLIANCE'S USE OF FUNDS**

**2.1 Grant Funding.** The City agrees to provide the sum of \$75,000.00 to the Alliance from the City's share of its local CRF allotment (the "Grant Funds"), to be used for costs incurred by the Coronavirus public health emergency during the period of March 1, 2020, through October 31, 2020, and not accounted for in the Alliance budget approved as of March 27, 2020.

**2.2 Alliance's Use of Grant Funds.** Alliance shall use the Grant Funds in compliance with the Washington State Department of Commerce *Coronavirus Relief Funds for Local Governments Program Guidelines: CARES Act Funds for Local Governments in Washington State*, dated May 18, 2020, a copy of which is on file with each Party and is incorporated herein by this reference (the "Guidelines").

**2.2.01 Eligible Expenses.** Alliance shall ensure that the Grant Funds are used to cover costs that are necessary and eligible under any of six cost categories:

- (a) COVID-19-related medical expenses;
- (b) COVID-19-related public health expenses;
- (c) Payroll Expenses for those employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses of actions to facilitate compliance with COVID-19 public health measures;
- (e) Expenses associated with the provision of economic support related to the COVID-19 public health emergency; and
- (f) Any other COVID-19 related expense necessary to the function of government that satisfy the fund eligibility criteria.

**2.2.02 Ineligible Expenses.** Non-allowable expenditures of Grant Funds include, but are not limited to:

- (a) Expenses for the state share of Medicaid;

- (b) Damages covered by insurance;
- (c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- (d) Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds;
- (e) Reimbursement to donors for donated items or services;
- (f) Workforce bonuses other than hazard pay or overtime;
- (g) Severance pay; and
- (h) Legal settlements.

**2.2.03 Eligible Cost Test.** Alliance shall determine whether or not an expense is eligible using the Washington State Department of Commerce's five-part cost test as further detailed in the Guidelines. If all responses for the particular incurred cost are "true" for all five statements below, Alliance may deem the cost is eligible for the use of Grant Funds:

- (a) The expense is connected to the COVID-19 emergency;
- (b) The expense is "necessary;"
- (c) The expense is not to fill a shortfall in government revenues;
- (d) The expense is not funded through another budget line-item, allotment or allocation, as of March 27, 2020; and
- (e) The expense would not exist *but for* COVID-19 or would be for a "substantially different" purpose.

**2.3 Reimbursement.** The City shall pay the Grant Funds to Alliance on a reimbursement basis upon certification by Alliance of the eligibility of the expenses incurred for such work, so long as requests for reimbursement are submitted on or before October 15, 2020, to allow for the City's October 31, 2020 reporting deadline.

### ARTICLE III ADMINISTRATION

**3.1 Administration.** This Agreement shall be administered by Alliance with no administrative or overhead costs passed to the City.

**3.2 Criteria.** Alliance shall comply with the following criteria when identifying businesses eligible for Grant Funds:

- (a) Businesses with 20 or less full-time equivalent employees;
- (b) The business is situated in Omak, Washington;
- (c) The business has been in operation for longer than six-months;
- (d) The business has a valid Unified Business Identifier (UBI);
- (e) The business has completed an Application form, in a form acceptable to Alliance; and entered into an agreement with Alliance, in a form acceptable to Alliance; and.
- (f) The total amount of Grant Funds available to any one business shall not exceed \$5,000.00.

**3.3 Processing Reimbursements.** Alliance reimbursement submittals to the City shall be processed within fifteen days of receipt by the City. Alliance shall provide the City with copies of the Grant Funds Application forms and the applicant/Alliance agreements for each applicant Alliance approves to receive Grant Funds.

**ARTICLE IV  
EFFECTIVE DATE OF AGREEMENT**

**4.1 Duration.** This Agreement shall be effective only upon execution by the Parties and shall extend until the CRF allotment Grant Funds have been exhausted or October 31, 2020, whichever occurs first.

**ARTICLE V  
INDEMNITY**

**5.1 Claims.** Alliance agrees to indemnify, defend and hold the City, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an act or omission of Alliance's officers, directors, employees and agents relating to Alliance's performance of work funded by this Agreement.

**ARTICLE VI  
PERFORMANCE OF AGREEMENT**

**6.1 Compliance with All Laws.** Each Party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

**6.2 Maintenance and Audit of Records.** Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents and other materials for Six (6) years following the termination of this Agreement.

**6.3 Inspections.** Either Party or its designee may evaluate the performance of this Agreement through inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

**6.4 Improper Influence.** Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

**ARTICLE VII  
DISPUTES**

**7.1 Time.** Time is of the essence of this Agreement.

**7.2 Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**7.3 Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

**7.4 Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. Okanogan County shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

**ARTICLE VIII  
GENERAL PROVISIONS**

**8.1 Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

**8.2 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either Party to enter into this Agreement.

**8.3 Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the Parties.

**8.4 Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

**8.5 Photocopies.** Photocopies of signatures on this Agreement shall be considered the same as original signatures for all purposes.

Approved by the City of Omak, Washington the \_\_\_\_\_ day of June, 2020.

Approved by Economic Alliance the \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Mayor Cindy Gagné

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

DRAFT