
AGENDA
OMAK CITY COUNCIL MEETING
Zoom Meeting
Monday, July 20, 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 July 6, 2020
2. Approval of Claims

F. OLD BUSINESS:

1. Ord. 1892 – 2nd Read - Approve Budget Amendment – CARES Act – Current Expense Fund 
2. Res. 31-2020 – Authorize RCO YAF Grant Application – Skate Park 
3. Res. 32-2020 – Authorize RCO WWRP Grant Application – Skate Park 

G. NEW BUSINESS:

1. Res. 46-2020 - Approve Purchase of Radar & LED Stop Signs – Traffic Safety Supply 
2. Res. 47-2020 – Amend Lease with Federal Express – Office Space – Omak Airport Terminal 

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 for assistance.

City of Omak is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/87919261885?pwd=OGxzMkp2WW1DM2tGSGhUL3BucWErUT09>

Meeting ID: 879 1926 1885

Password: 200132

One tap mobile

+12532158782,,87919261885#,,,,0#,,200132# US (Tacoma)

+16699006833,,87919261885#,,,,0#,,200132# 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)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 879 1926 1885

Password: 200132

Find your local number: <https://us02web.zoom.us/j/kcMb9GUXZ4>

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: July 6, 2020

Subject: Ordinance 1892 Budget Amendment Cares Act

The Attached Ordinance 1892- Amending the 2020 Budget for the City of Omak, Recognizing Additional Revenue and Appropriating Additional Expenditure in the Current Expense Fund for Cares Act Grant, is forwarded for your consideration.

This Ordinance recognizes additional revenues of \$148,200 from the Cares Act Grant and appropriates a like amount in expenditure. There is no affect to the estimated Ending Fund Balance.

We split the expenditure amounts between four expenditure lines based on the expected use and guidance from the BARS Manual. So far, we have obligated \$75k for economic relief of small businesses. The remainder of the funds will be used to purchase small tools, supplies, minor facility upgrades, and other eligible uses related to the COVID 19 Health Emergency.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1892

**AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE CITY OF OMAK BY
RECOGNIZING ADDITIONAL REVENUE AND APPROPRIATING ADDITIONAL
EXPENDITURE FOR EMERGENCY CARES ACT GRANT**

WHEREAS, the City of Omak adopted the 2020 Budget by passage of Ordinance No. 1855 on December 2, 2020; and

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 of Omak accepted an agreement with the Washington state Department of Commerce to receive Care Act funding with Resolution 42-2020; and

WHEREAS, expenditures have been identified to respond to the COVID-19 public health emergency; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

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

Section 1. Ordinance No. 1855 adopting the 2020 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

Filed with City Clerk: _____

Passed by City Council:

1ST Reading _____

2nd Reading _____

Date Published: _____

Date Effective: _____

On the _____ day of _____, 2020, the City Council of the City of Omak
passed Ordinance No. 1892

DATED this ____ day of _____ 2020.

Connie Thomas, City Clerk

2020 BUDGET AMENDMENT ORDINANCE NO. 1892 ATTACHMENT "A"

Description	2020 Budget	Revenue	Expenditure	Revised Budget
Current Expense Fund 001				
Cares Act Grant Funds 001.333.21.00	\$ 0.00	\$148,200.00		\$ 148,200.00
Office and Operating 001.514.23.31	\$ 13,000.00		\$ 23,200.00	\$ 36,200.00
Small Tools and Equipment 001.518.30.35	\$ 1,500.00		\$ 30,000.00	\$ 31,500.00
Repairs and Maintenance 001.518.30.48	\$ 4,000.00		\$ 20,000.00	\$ 24,000.00
Cares Act Funds to Economic Alliance 001.558.70.40	\$ 0.00		\$ 75,000.00	\$ 75,000.00
Total Expenditures	\$4,467,209.50		\$148,200.00	\$ 4,615,409.50
Current Expense Fund Total	\$5,506,439.53			\$ 5,654,639.53

Current Expense Fund 001

This Ordinance recognizes an additional \$148,200 Revenue from the Cares Act grant and appropriates a like amount of expenditure with no affect to estimated Ending Fund Balance.

MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: July 20th, 2020

Subject: **Resolution No. 46-2020** Approving the purchase of two traffic control radar and four LED flashing stop signs.

The Attached Resolution: **46-2020, A Resolution of the Omak City Council Approving the Purchase of Two Traffic Control Radar Signs and Four LED Flashing Stop signs**, is forwarded for your consideration.

The 2020 Budget includes the purchase of two Traffic Control Radar Signs, and four LED Stop Signs. The stop signs will be installed on Ash and Central street. The radar signs will be installed at Jasmine Street and Ironwood. The radar signs display the speed of vehicles and includes the posting of required speed. The quote from Traffic Safety Supply is for \$15,042.31 and is within the 2020 budgeted amount.

I support this resolution.

RESOLUTION NO. 46-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO TRAFFIC CONTROL RADAR SIGNS AND FOUR LED FLASHING STOP SIGNS

WHEREAS, the 2020 budget provides for the purchase of two traffic control radar signs and four LED flashing stop signs; and

WHEREAS, the Public Works Department requested three quotes and received two; and

WHEREAS, the Infrastructure Committee met in 2019 and suggested that we purchase two per year for various locations; and

WHEREAS, Traffic Safety Supply has submitted a complete purchase quote as requested for a total of \$15,042.31, which is under the 2020 budgeted amount.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, approving the purchase of two traffic control radar signs and four LED stop signs from Traffic Safety Supply, the quote of \$15,042.31 attached hereto as Exhibit "A". 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



Traffic Safety Supply
 2324 SE Umatilla Street
 Portland, OR 97202
 Phone: (503) 235-8531
 Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00021853	07-08-20	C000858
Quote valid for 30 days.		

Bill To:

City of Omak
 PO Box 72
 Omak, WA 98841

Ship To:

City of Omak
 220 Columbia St
 Omak, WA, 98841

Contact Name: Wayne Beetchenow
 Phone Number: (509) 826-1390

Project: DRIVER FEEDBACK SIGN & STOP BLINKERSIGN **Freight Terms:** Prepaid

Product	Description	Quantity	Price	Extended Price
DP05279	SAFEPACE EV 12" RADAR FEEDBACK SIGN, YOUR SPEED/FULL MATRIX, 50W SOLAR, WHT HIP, 1 YR CLOUD *INCLUDES ONE YEAR OF CLOUD SERVICE FOR REMOTE PROGRAMMING. IF CUSTOMER CHOOSES TO RENEW AFTER THE FIRST YEAR, AN ANNUAL FEE WILL APPLY. IF CUSTOMER CHOOSES NOT TO RENEW, DATA COLLECTION WILL REMAIN AND CAN BE COLLECTED ONSITE VIA BLUETOOTH	2.00 EA	\$3,750.00	\$7,500.00
DP00875	BLINKERSIGN, R1-1, 30", STOP, DG3, RED, SOLAR, 24/7, SPM 13-WATT SOLAR, 14AH BATTERY	4.00 EA	\$1,568.00	\$6,272.00

All materials used in this contract are guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specifications herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order of instructions, and will become an extra charge over costs as mentioned in this contract.

Will call orders will be invoiced and customer will be notified upon completion.



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Brittnee Hernandez

SALES QUOTE

Quote Number	Date	Customer Number
SQN00021853	07-08-20	C000858
Quote valid for 30 days.		

Total Before Tax	\$13,772.00
DES Fee	\$104.67
Tax	\$1,165.64
Order Total	\$15,042.31

1. PRICING REFLECTS DISCOUNT ALLOWED ON WA STATE CONTRACT #04616 FOR INTELLIGENT TRANSPORTATION SYSTEM EQUIPMENT 2. THIS IS A DELIVERED PRICE TO OMAK, WA.
2. FURNISH ONLY, INSTALLATION NOT INCLUDED
3. SOLAR POWERED EQUIPMENT REQUIRES NO SHADING OR OBSTRUCTIONS
4. DRIVER FEEDBACK SIGN INCLUDES ONE YEAR OF FREE CLOUD SERVICE FOR REMOTE PROGRAMMING. IF CUSTOMER CHOOSES TO RENEW AFTER THE FIRST YEAR, AN ANNUAL FEE WILL APPLY. IF CUSTOMER CHOOSES NOT TO RENEW, DATA COLLECTION WILL REMAIN AND CAN BE COLLECTED ONSITE VIA BLUETOOTH
5. EQUIPMENT HAS NOT BEEN U.L TESTED. CUSTOMER SHALL ACCEPT RESPONSIBILITY OF CERTIFYING EQUIPMENT SHOULD IT BE REQUIRED
6. LEAD TIME IS 6-8 WEEKS ARO
7. LEAD TIME MAY BE SUBJECT TO CHANGE ARO

All materials used in this contract are guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specifications herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order of instructions, and will become an extra charge over costs as mentioned in this contract.

Will call orders will be invoiced and customer will be notified upon completion.

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: July 20, 2020

Subject: Resolution 47-2020 Extending FedEx Lease

The Attached **Resolution 47-2020, Amending a Lease with Federal Express Corporation for a 360 Square Foot Office Space in the Omak Municipal Airport Terminal Building**, is forwarded for your consideration.

FedEx has been a loyal tenant of the Omak Airport for many years. The current with lease with them is set to expire at the end of the year. They would like to extend their lease through May 31, 2025 and reserve an option for a three-year additional term beyond that if needed.

The initial term rate is \$480/month, an increase of \$80. If the three-year extension was exercised beyond 2025, the rate will be \$550/ month.

Mick reviewed the agreement. He suggested simplifying the formula, fixing the rate for the additional term. The changes were made and agreed upon by the FedEx representatives.

FedEx has been a good tenant, providing the city with needed revenue and presence at our Airport.

I approve this Resolution and urge it's adoption.

RESOLUTION NO. 47-2020

A RESOLUTION OF THE OMAK CITY COUNCIL AMENDING A LEASE AGREEMENT WITH FEDERAL EXPRESS CORPORATION FOR A 360 SQUARE FOOT OFFICE SPACE IN THE OMAK MUNICIPAL AIRPORT TERMINAL BUILDING

WHEREAS, the City of Omak has leased a portion of the Omak Airport Terminal to Federal Express Corporation (Fed Ex) for use as a dispatch center since January 1, 2010; and

WHEREAS, Resolution 38-2015 extended the term of the lease through December 31,2020; and

WHEREAS, Federal Express Corporation has requested to continue their lease with an intial term extending through May, 31, 2025, with an option to renew for an additonal three years period.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that the **Amendment to Lease Agreement** between **Federal Express Corporation (Lessee)** and the **City of Omak (Lessor)** a copy of which is attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to execute said document for and on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, Deputy Clerk

Michael D. Howe, City Attorney

EXHIBIT A

FedEx Lease #: 96-0210-007

KLSA
Omak, Washington
Hangar 2, Omak Municipal Airport

AMENDMENT TO LEASE

THIS AMENDMENT OF LEASE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between **FEDERAL EXPRESS CORPORATION** ("Lessee") and **CITY OF OMAK** ("Lessor").

RECITALS

Lessee originally occupied approximately 80 square feet of the main terminal building located at the Omak Municipal Airport commonly known as Omak Municipal Airport, Hangar 2, Omak, Washington 98841 in accordance with the terms of that certain original lease agreement dated October 13, 1995, as amended, between Lessee and Lessor.

Lessee moved and currently occupies approximately 360 square feet of the main terminal building ("Premises"), located at the Omak Municipal Airport commonly known as Omak Municipal Airport, Hangar 2, Omak, Washington 98841 in accordance with the terms of that certain new lease agreement dated December 16, 2009 ("Lease"), between Lessee and Lessor.

The Term of the Lease expires on December 31, 2020.

Lessee and Lessor now desire to extend the term of the Lease, adjust the Base Rent, and otherwise amend the Lease as set out below.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable considerations, the parties hereto agree to further amend the Amendment as set forth below:

1. The term shall be extended for fifty-three (53) months commencing effective as of January 1, 2021 and terminating on May 31, 2025 ("Extended Term").
2. (a) The monthly Base Rent for the Extended Term commencing on January 1, 2021 and terminating on May 31, 2025 will be Four Hundred Eighty Dollars (\$480.00).

Lessee shall make payments of monthly Base Rent on or before the first day of each month to the address set forth in Section 12 of the Lease or at such other address as Lessor may from time to time designate unless Lessee elects to make payments of monthly Base Rent in accordance with the terms of Section 2(b) of the Lease.

Lessee shall have the option to terminate the Lease at no cost any time following May 31, 2023, upon thirty (30) days written notice to Lessor.

3. Option to Renew. Lessee may renew the Term for one additional renewal term (a "Renewal Term") of three years as long as this Lease is in full force and effect and Lessee is not in monetary default in respect of the performance of any obligation it undertakes under the terms of this Lease both at the time that Lessee exercises the option and at the time the respective Renewal Term commences. Lessee will exercise that renewal option, if at all, by delivering written notice (the "Option Notice") to Lessor on or before the date that is 180 days in advance of the date on which the Term or first Renewal Term expires, as applicable. The provisions of the Lease will govern the relationship between the parties during the Renewal Term, except that the Base Rent for the Renewal Term will be \$550.00 per month.

4. Lessor and Lessee represent each to the other that the only broker used in connection with this Amendment is Clifford R. Fischer & Company, Inc. d/b/a Fischer & Company ("Fischer") to whom Lessor or Lessee are not expected to pay a commission on this transaction. Each party shall defend and indemnify the other from and against any claims, demands and actions brought by any broker or other finder to recover a brokerage commission or any other damages on the basis of alleged dealings with the indemnifying party contrary to the foregoing representation.

5. Other than as specifically provided in this Amendment, all defined terms of the Lease are ratified and confirmed and will remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties have signed this Amendment to Lease on the date first above written.

FEDERAL EXPRESS CORPORATION

CITY OF OMAK

By: 

By: _____

Name: Donna W. Cook

Name: _____

Title: Vice President

Title: _____

Date: 7/9/2020

Date: _____

**APPROVED LEGAL
DEPARTMENT**

By: CEH 7/7/2020