
REVISED
AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 21, 2022 – 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 March 7, 2022
2. Approval of 2022 Claims

G. NEW BUSINESS:

1. Legislative Report - Mara Machulsky
2. Res. 21-2022 - Surplus of a 1991 E-One Fire Engine 
3. Res. 22-2022 - Approving Public Works Contract with Don Kruse – WWTP HVAC 
4. Res. 23-2022 - Approving the Purchase of Water Meter Materials 
5. Kevin Newport – Candidate for Okanogan County Sheriff

H. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or, accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

The City of Omak is inviting you to a scheduled Zoom meeting
Monday, March 21st, 2022 @ 7:00pm

Connie Thomas is inviting you to a scheduled Zoom meeting.

Topic: City Council Meeting

Time: Mar 21, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85871883213?pwd=VUZuRndhbTBocUNoaGdydUdIYno1QT09>

Meeting ID: 858 7188 3213

Passcode: 135581

One tap mobile

+12532158782,,85871883213#,,, *135581# US (Tacoma)

+16699006833,,85871883213#,,, *135581# 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 (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 858 7188 3213

Passcode: 135581

Find your local number: <https://us02web.zoom.us/j/85871883213?pwd=VUZuRndhbTBocUNoaGdydUdIYno1QT09>

MEMORANDUM

**TO: Omak City Council
Cindy Gagne, Mayor**

FROM: Kevin Bowling, Omak Fire Chief

DATE: March 21, 2022

Subject: Resolution No. 21-2022 Surplus Fire Department Engine

The Omak Fire Department has deemed surplus a 1991 E-One fire engine that has reached the end of its 30 year replacement cycle. The engine will be sold to a local Fire Department.

I support this resolution and recommend council approval.

Kevin Bowling
Omak Fire Chief

RESOLUTION NO. 21-2022

**A RESOLUTION PROVIDING FOR THE DISPOSAL OF A FIRE ENGINE
DEEMED TO BE SURPLUS TO THE NEEDS OF THE CITY OF OMAK**

WHEREAS, a 1991 E-One Fire Engine owned by the City has reached the end of its 30 year replacement cycle and is deemed obsolete and no longer desired by the City; and

WEHEREAS, a replacement engine has been purchased and upon its delivery, it is in the best interest of the City to declare 1991 E-One Engine surplus and sold to another local fire department; and

WHEREAS, the Fire Chief has reviewed current vehicle and market conditions and values the 1991 E-One engine at \$25,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, the following item is declared surplus to the needs of the City and shall be sold to another local fire department. 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.

Item 1. 1991 E-One Fire Engine
VIN# 4S7AT9L02MC003237

PASSED AND APPROVED this _____ day of _____, 2022

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D Howe, City Attorney

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: March 21, 2022

Subject: **Resolution No. 22-2022** Approving the Public Works Contract with Don Kruse Electric, Inc.

The attached **Resolution 22-2022, a Resolution of the Omak City Council Approving the Public Works Contract with Don Kruse Electric for Replacement of HVAC Unit at the Wastewater Treatment Plant**, is forwarded for your consideration.

This is a contract to replace the HVAC unit in the RAS building at the sewer plant. The current unit is failing, and this purchase is funded in the 2022 budget.

Don Kruse Electric was the only response quote we received for this work

I support this Resolution and recommend its approval.

RESOLUTION NO. 22-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PUBLIC WORKS CONTRACT WITH DON KRUSE ELECTRIC FOR REPLACEMENT OF HVAC UNIT AT THE WASTEWATER TREATMENT PLANT

WHEREAS, The City of Omak has the need to have the HVAC unit at the RAS building replaced; and

WHEREAS Don Kruse Electric was selected to perform the needed work; and

WHEREAS, a Public Works Contract has been prepared to identify the terms, conditions, scope of the project.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, That the Public Works Contract between the City of Omak and Don Kruse Electric, a copy of which is attached hereto as **Exhibit "A"**, for the replacement of the RAS building HVAC is approved. The Mayor is authorized to execute all necessary documents.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

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

**DON KRUSE ELECTRIC INC
PO BOX 2088
OMAK, WA 98841**

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:

RAS BUILDING HVAC REPLACEMENT

\$8,068.69

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, 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 City of Omak Public Works 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 _____, 2022

CONTRACTOR: _____

By: _____
Signature Title

PRINTED NAME: _____

ADDRESS: _____

City State Zip

PHONE: _____

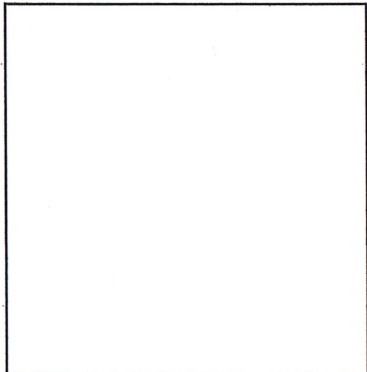
FAX Number: _____

State of Washington Contractor's License Number: _____

Federal Tax I.D. Number: _____ UBI Number: _____

Executed this _____ day of _____, 2022

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

DON KRUSE ELECTRIC INC.
PO Box 2088
Omak, WA 98841



Omak Waste Water
Treatment Plant
ATTN: Jesus

January 24, 2022

Proposal good for 30 days from above date.

PROPOSAL #P22009
Omak, Wa
HVAC Proposal

Thank you for allowing us to provide you with this Proposal. Providing quality workmanship and reliable service to all of our customers is our first and foremost mission. This proposal and associated attachments are the sole work product of Don Kruse Electric Inc. Whether accepted or not, all work product from Don Kruse Electric Inc. shall be kept in confidence and will not be shared with any entities. As such, all work product from Don Kruse Electric shall not be given to any other entity as reference for bid.

We feel the following proposal will satisfy your requirements of Need & Performance:

SCOPE OF WORK PROPOSED:

We Agree to Provide/Install the Following:

- Carrier 18,000 btuh Ductless Heat Pump
- 1) Carrier 18,000btuh Ductless Highwall Head
- Remote control style controller for each indoor head
- Lineset, linehide to conceal exposed linesets pad and pump-ups
- Power to systems
- Start-up and test of systems
- All wages are to be paid at Washington State Prevailing Wage Rate
- Washington State Electrical Permit

PROPOSAL LIMITATIONS:

Contract does not include or provide for:

➤ If concrete boring is required to properly install system it will be an extra charge.

➤ This proposal is based upon straight time labor and unobstructed access to the areas work will be completed in.

Removal of any obstruction: Materials, Fixtures, Structural, Insulation...etc, are the sole responsibility of the General Contractor/Owner. Any request by the purchaser for obstruction removal or overtime work shall be

considered an extra above and beyond the "Base Cost" of this proposal, unless otherwise specified and agreed to in the scope of work.

Updating any previously installed equipment or Ductwork if required to achieve Local & State code compliance, unless specified and agreed to in the scope of work.

Patching of roofing material to seal roof curb to existing roof, unless specified and agreed to in the scope of work.

Provision of any job specific Additional Bonding or Insurance not specified or agreed to in the scope of work.

Don Kruse Electric Inc. shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.

Any Provision of new or replacement circuits for primary power to the system components or for upgrading existing circuits to code compliance.

Any provision or installation of a new Primary Electrical Service that may end up being required to complete installation.

Don Kruse Electric Inc. shall not be held liable for any damage done to finished surfaces; Floors, Counters etc., during any removal phase of work proposed unless otherwise specified and agreed to in the scope of work.

Protection of finished surfaces is the sole responsibility of the General Contractor/Owner.

Provision of any Staging or man-lift equipment required to complete scope of work.

Washington State Prevailing or Federal Davis / Bacon wage rates. If either Prevailing or Davis / Bacon wage rate are required, the total price of the labor contained in this proposal will have to be recalculated at the appropriate trade rates.

Startup or commissioning of equipment for the purpose of providing heat in home to facilitate completion. Doing so will permanently Void all Warranties Associated with any equipment listed in the scope of work.

Any carpentry (structural or trim), plastering, patching or painting required to complete job unless otherwise specified and agreed to in the scope of work.

Any penetrations in wood/concrete/brick/cinder-block walls, floors or ceilings unless otherwise specified and agreed to in the scope of work.

Any additions or modifications required by local officials that may be required to conform to building or mechanical codes.

Any Warranty service or repair of equipment or materials due to improper operation, negligence or lack of repair notification. Repairs for such circumstances are not considered part of the "Base Cost", and will be billed out as an "Extra Cost" at time and materials as specified by terms in "Increased Costs".

Service or repair of any gas appliance beyond controls.

All Warranty service or repairs required during any payment delinquency period of the contract will become billable at time and materials, and will remain so billable until contract payment requirements have been met.

Any omission or addition to the scope of work after proposal acceptance. Provisions in this contract document will take precedence over all other documents related to this specific proposal document.

TERMS:

INCREASED COSTS: The total price specified in this proposal is based upon labor, material and equipment costs ("Base Costs") in effect on the date hereof. Don Kruse Electric Inc. shall be reimbursed for all costs incurred in excess of Base Costs, plus reasonable overhead and profit, provided such excess costs are incurred for reasons beyond the control of Don Kruse Electric Inc.. If the equipment or materials included in this proposal become unavailable for reasons beyond the control and without the fault of Don Kruse Electric Inc., then in the case of unavailability Don Kruse Electric shall be excused from furnishing said equipment or materials or be reimbursed for the difference between the cost of the equipment or materials unavailable and the cost of a reasonable available substitute thereof.

ON SITE CONDITIONS: Proposal price is strictly contingent upon having unobstructed access to all areas and equipment required to complete work. Any labor required to remove obstruction or gain access will be billed out as an "Extra Cost" unless otherwise specified and agreed to in the scope of work. Purchaser also agrees to ensure Don Kruse Electric Inc. with all reasonably required field utilities, (electricity, toilets, water, safe ingress and egress to the job-site), unless otherwise specified and agreed to in the scope of work.

LOSS, DAMAGE OR DELAYS: Owner shall defend, indemnify, and hold harmless Don Kruse Electric Inc., and it's subcontractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses and expenses arising from the project and/or the contract to the extent caused by the fault of the Owner, Owners consultants, design professionals, agents or condition of Owners property. Don Kruse Electric Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond it's control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, wildlife, theft, corrosion, floods, freeze-ups, strikes, lock-outs, riot, explosions, differences with workman, quarantine, legal restrictions, delays in transportation, malicious mischief. **IN NO EVENT SHALL DON KRUSE ELECTRIC INC. BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**

REMITTANCES: All invoices shall be due and payable in United States currency, free of exchange, collection, or any charges upon receipt or as otherwise agreed upon and set forth by Don Kruse Electric Inc. in the payments section of this proposal.

PAYMENT: The Purchaser listed above hereby agrees to make the total payment of:

Sub-total.....	\$ 7,443.44
<u>Sales tax.....</u>	<u>\$ 625.25</u>
Total.....	\$ 8,068.69

Payment 100% due upon completion of above work. Any delays in completion of work that is beyond the control of Don Kruse Electric Inc. will require the purchaser to make timely progress payments based on the percentage of work completed.

It is our pleasure to provide you with superior service and workmanship!

ACCEPTANCE:

This proposal shall become a binding Contract between the purchaser and Don Kruse Electric Inc. when accepted in writing by the Purchaser and when subsequently approved in writing by an officer of Don Kruse Electric Inc. By acceptance of this Contract, the Purchaser agrees to be bound by the above terms and conditions unless otherwise indicated herein. Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

This proposal is good for a period of 30 days from the above posted date. If you wish to proceed with this work, please completely review the terms and conditions, sign and return Original proposal to Don Kruse Electric Inc. via mail or FAX (509)-826-2749. Contract execution will not begin until this signed Proposal has been received.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS contract at Omak Washington, on the date herein indicated.

DATE

AUTHORIZED REPRESENTATIVE

DATE

DON KRUSE ELECTRIC INC.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 21, 2022

Subject: Resolution 23-2022- Approving, The purchase of Water Meter Materials.

The Attached **Resolution 23-2022, a Resolution of the City Council of the City of Omak, Approving Purchase Water Meter Materials,** is forwarded for your consideration.

This Purchase is for water meter pit setters and extensions.

The Water Department needs to add meter pit setters and related parts to restock inventory on hand. These materials are used for replacements, repairs, and new installation. Attached is a quote for various sizes need to be restocked.

I support this resolution and recommend its approval

RESOLUTION NO 23-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF WATER METER MATERIALS FOR THE WATER DEPARTMENT

WHEREAS, the City's 2022 Budget provides funding for the purchase of Office and Operating Supplies for the Water Department; and

WHEREAS, three vendors were contacted; and

WHEREAS, consolidated Supply Co. is the only responsive quote; and

WHEREAS, the recommendation has been made for materials delivered by Consolidated Supply Co. in the amount of \$5,899.51.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, that the purchase of Water Meter Materials, from Consolidated Supply Co., a copy of the quote attached as Exhibit "A", is hereby approved.

DATED this _____ day of _____, 2022.

APPROVED:

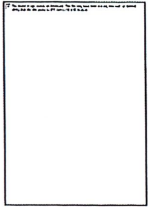
Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

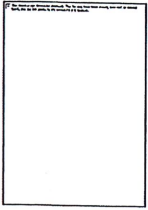


Job:
RFQ - C/O OMAK LIST 3/2/22

Bid: S010725347
Bid Date: 03/02/2022

WENATCHEE, WA 98801

Line	Order Qty	U/M	Description	Unit Price	Ext Price	PN
====	=====	===	=====	=====	=====	=====
			15"X8" MCCULLOUGH SHELL EXTENSION W/ SIDE LOCKING LID SE1508 *Special - Subject to Restock Fee*			
	2			52.384	\$104.77	1320831
			MUELLER SE1504 15"X4" MCCULLOUGH SHELL EXTENSION USED W/ SIDE LOCKING LID *Special - Subject to Restock Fee*			
2	2	ea		33.058	\$66.12	100577
			15"X6" MCCULLOUGH SHELL EXTENSION USED W/ SIDE LOCKING LID MUELLER SE1506 *Special - Subject to Restock Fee*			
3	2	ea		41.970	\$83.94	100613
			MUELLER 700178-1 18" LID W/KEY SLOT, MARKED WATER & HOLE FOR TOUCH READER MCCULLOUGH *Special - Subject to Restock Fee*			
4	2	ea		100.849	\$201.70	1301793
			MUELLER 700177-1 15" LID W/KEY SLOT, MARKED WATER & HOLE FOR TOUCH READER MCCULLOUGH *Special - Subject to Restock Fee*			
5	4	ea		67.456	\$269.82	1301791
			MUELLER 330CS1848LBBSN 1"X48" TALL THERMAL COIL SINGLE METER BOX			
6	1	ea		766.144	\$766.14	1194951
			MUELLER 203CS1548LBBSN 5/8"X3/4" 48" TALL THERMAL COIL SINGLE METER BOX MCCULLOUGH *Special - Subject to Restock Fee*			
7	3	ea		497.663	\$1,492.99	1589844
			790325 MCCULLOUGH 24"X4" INSULATION PAD W/ NYLON ROPE *Special - Subject to Restock Fee*			
8	3	ea		135.405	\$406.22	1300417
			MUELLER 500VB2448FVB EZ VAULT *Special - Subject to Restock Fee*			
9	1	ea		1,623.551	\$1,623.55	1300951
			SE1808 18"X8" MCCULLOUGH SHELL EXTENSION FOR SIDE LOCKING LID MUELLER *Special - Subject to Restock Fee*			
10	1	ea		65.330	\$65.33	131682
			SE1812 18"X12" MCCULLOUGH SHELL EXTENSION FOR SIDE LOCKING LID MUELLER *Special - Subject to Restock Fee*			
11	1	ea		91.546	\$91.55	131899
			15"X12" MCCULLOUGH SHELL EXTENSION USED W/ SIDE LOCKING LID MUELLER SE1512 *Special - Subject to Restock Fee*			
12	1	ea		70.876	\$70.88	152993
			MUELLER 700098-1 18" RING FOR 21", 24" & 27" MCCULLOUGH METER VAULT G HAILEY SPEC			
13	1	ea		258.183	\$258.18	10413
			MUELLER 790153 18"X4" THICK INSULATING PAD W/ NYLON STRAP HANDLE MCCULLOUGH			
14	5	ea		42.396	\$211.98	287311



Job:
RFQ - C/O OMAK LIST 3/2/22

Bid: S010725347
Bid Date: 03/02/2022

WENATCHEE, WA 98801

Line	Order Qty	U/M	Description	Unit Price	Ext Price	PN
15	7	ea	MUELLER 790022 15"X4" THICK INSULATING PAD MCCULLOUGH	26.620	\$186.34	7226
Subtotal					\$5,899.51	

Bid Total					\$5,899.51	