
AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 18, 2024 – 7:00 PM

A. CALL TO ORDER

B. CITIZEN COMMENTS

C. CORRESPONDENCE AND MAYOR'S REPORT

1. Affirmation of Appointment to the Omak Library Board – Carol Carder

D. CONSENT AGENDA

1. Approval of Minutes from March 4, 2024
2. Approval of 2024 Claims and February 2024 Manual Checks

E. NEW BUSINESS

1. Res. 27-2024 – Appr. Interlocal Agreement with Okanogan County Public Works ☒
2. Res. 28-2024 – Appr. Contract - Okanogan County for Airport Hangar Expansion ☒
3. Ord. 1939 – Grant Nonexclusive Franchise for Telecommunication Services ☒

F. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 18, 2024

Subject: **Resolution No. 27-2024** Approving Interlocal Agreement with Okanogan County

The Attached Resolution No. 27-2024, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT** Interlocal Agreement with Okanogan County, is forwarded for your consideration.

This resolution is a interlocal Agreement with Okanogan County to use our Vac Truck and qualified employees to clean storm water systems. The labor and equipment cost will be tracked through PubWorks and billed to Okanogan County after the work is completed.

We are requesting approval of this resolution.

RESOLUTION NO. 27-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND
THE OKANOGAN COUNTY PUBLIC WORKS DEPARTMENT**

WHEREAS, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

WHEREAS Okanogan County is in need of specialized equipment for cleaning of storm systems; and

WHEREAS, the City of Omak has the labor and equipment resources to assist Okanogan County in this work; and

WHEREAS, Okanogan County will be charged the current hourly rate of pay (including overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak. Hourly rates will be applied to the mobilization of equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and Okanogan County, a copy of which is attached hereto as "Exhibit A", for the cleaning of a storm line and basins, is approved. The Mayor is authorized to execute the same on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

INTERLOCAL AGREEMENT FOR ASSISTING NEIGHBORING CITY, TOWN OR COUNTY

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and Okanogan County, a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Okanogan County, is in need of the City of Omak's assistance to:

Cleaning catch basins, storm pipe and culverts

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish mutual aid to Okanogan County, at a time when they are requesting assistance with either the City of Omak equipment, personnel or both, in the realm of the operation and maintenance of the City, Town or County's infrastructure or protection of their citizens.

2. **SCOPE:** This agreement shall allow the following activities:
- A. The use of equipment or machinery owned by the City of Omak
 - B. The use of a qualified City of Omak operator for said equipment or machinery.

3. **COST:** The charges for the services and equipment provided shall be billed to Okanogan County, based on the current hourly rate of pay (Including Overtime if necessary) for the employees involved, including benefit costs to the City, and the hourly rate for the machinery or equipment, as established by the City of Omak.

Vac Truck Hourly Rate:	\$88.50
Operator Hourly Rate:	\$53.91

4. **PAYMENT:** Payment for these services will be billed to Okanogan County, upon completion of the project, and payment must be received within thirty (30) days of receipt.

5. **DURATION OF AGREEMENT – TERMINATION:** This agreement shall remain in force until the incident described above has ended, or until cancelled by either party in writing.

6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

8. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

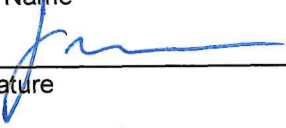
9. HOLD HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

10. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED, Okanogan County,

APPROVED, CITY OF OMAK:

Josh Thomson
Print Name

Signature
Okanogan Co. Engineer/ P.W. Director
Title
3/11/24
Date

Print Name

Signature

Title

Date

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Todd McDaniel

Date: March 18, 2024

Subject: **Resolution 28-2024** Approving a Grant with Okanogan County for Omak Airport Hangar Expansion

The Attached, Resolution 28-2024, Approving A Contract Between the City of Omak and Okanogan County for Omak Airport Hangar Area Expansion Project Planning Only Grant, is forwarded for your consideration.

The Hangar Expansion project was selected as one of the highest priority projects within Okanogan County during the 2023 Infrastructure Prioritization process and has been selected for funding with county .09 dollars.

The County receives tax money that is designated for public infrastructure projects. For the past several years this tax money has been maintaining debt service on past projects that included the Stampede Arena. This year's surplus money was available to fund a few of the top prioritized projects.

Our project will design two taxi lanes to service additional hangar building sites, just south of the existing firebase. This technical service will be preformed by our contract engineers to ensure future improvements tie into existing improvements and conform with Federal Aviation guidelines.

The construction portion of this project is listed in our Airport Capital Improvement plan and construction is contingent on the availability of Federal Aviation funding.

I recommend the passage of this Resolution.

RESOLUTION NO. 28-2024

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF OMAK AND
OKANOGAN COUNTY FOR OMAK AIRPORT HANGAR AREA EXPANSION
PROJECT- PLANNING ONLY GRANT**

WHEREAS, Okanogan County has the authority, to impose and use, taxes to finance public facilities in accordance with RCW 82.14.370; and

WHEREAS, the Omak Airport Hangar Area Expansion Project was selected for award of County 0.09 funding through an application, scoring, and prioritization process; and

WHEREAS, this County 0.09 funding will provide for the completion of a site a layout plan, a grading plan, design and bid specifications for hangar site and taxi lane improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Contract between the City of Omak and Okanogan County, a copy of which is attached hereto as "Exhibit A", for Omak Airport Expansion Project Planning Only grant, is approved. The Mayor is authorized to execute the same on behalf of the City, and the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

CONTRACT

**Between
OKANOGAN COUNTY, WASHINGTON
And
CITY OF OMAK
Omak Airport Hanger Area Expansion
Project-Planning Only**

THIS CONTRACT is made between Okanogan County-123 5th Ave North, Room 150, Okanogan, WA 98840 (the "COUNTY"), and the City of Omak, PO Box 72, Omak, WA 98841. (the "RECIPIENT").

WHEREAS, the RECIPIENT'S AIRPORT HANGER AREA EXPANSION PLANNING ONLY PROJECT (PROJECT) meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT'S PROJECT implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Okanogan County; and

WHEREAS, the County adopted an Overall Economic Development Policy for funding projects via Resolution No. 117-2023 which includes an application, scoring and prioritization process by the Infrastructure Committee by providing a funding recommendation to the BOCC for project funding and prioritization decision; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Okanogan County to be a rural "distressed county" in need of public facilities, the Board of Okanogan County Commissioners enacted Ordinance No. 1998-7 which imposed a sales and use tax under RCW 82.14.370(4) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Infrastructure Fund No. 117 within the COUNTY budget to finance public facilities within Okanogan County; and

WHEREAS, finding Okanogan County a "rural county" in need of additional "public facilities" financing, the Board of County Commissioners enacted Ordinance No. 1999-2 increasing the locally retained sales and use tax rate to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance 2007-5 further increasing the locally retained sales and use tax rate under Ordinance No. 1998-7 to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Okanogan County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its PROJECT; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

A total of One Hundred Forty Thousand Dollars (\$140,000) has been pledged within the Okanogan County Infrastructure Fund No. 117 to assist the RECIPIENT with their "public facilities" improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 1/2024 through 12/2026 – One Hundred Forty Thousand dollars (\$140,000)

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only as provided in Section 4. Payment Provisions.

2. USE OF FUNDS

The RECIPIENT shall use these COUNTY funds solely for reimbursement of expenses provided for in Section 3. Scope of Work in conformance with the requirements of RCW 82.14.370 and other applicable legal requirements.

3. SCOPE OF WORK

See Attachment A.

4. PAYMENT PROVISIONS

Funds shall be disbursed to the Recipient by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation to include paid invoices detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. CONTRACT PERIOD

The term of this CONTRACT and the performance of the parties hereto

shall commence the 1st day of January, 2024. It will continue in effect through the 15th of December, 2026 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted, including but not limited to PROJECT site visits.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds within the time period or in accordance with state Law and/or the provisions of this CONTRACT, the COUNTY reserves the right to reallocate obligated funds to other eligible projects.
- B. RECIPIENT agrees to return any and all funds provided under this CONTRACT, including any penalties and interest, if the RECIPIENT uses the funds outside the limitations set forth in Section 2 USE OF FUNDS and Section 3 SCOPE OF

WORK.

Use of funds outside the limitations in Sections 2 and 3 include any finding, by the COUNTY or other state or federal agency, that the funds distributed pursuant to this CONTRACT violate any state or federal laws or regulations, or that RECIPIENT used or is using the funds for a purpose other than what was originally described in its application of funds.

RECIPIENT agrees to hold COUNTY harmless and indemnify COUNTY for any losses caused by RECIPIENT's use of the funds outside the limitations in Sections 2 and 3.

8. PREVAILING WAGES

If Prevailing Wages are applicable to the work provided under this CONTRACT then RECIPIENT shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the COUNTY. Unless otherwise authorized by the Department of Labor and Industries, each invoice submitted by a RECIPIENT for payment on the PROJECT shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

9. NONDISCRIMINATION

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW - Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. - the Americans with Disabilities Act (ADA) as amended.

10. COMPLIANCE WITH APPLICABLE LAW

The RECIPIENT and all subcontractors of RECIPIENT shall comply with, and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); and safety and health regulations. In the event of the RECIPIENT's or a subcontractor's noncompliance or refusal to comply with any law or policy, the COUNTY may rescind, cancel, or terminate the contract in whole or in part and the RECIPIENT may be declared by the COUNTY ineligible for further Infrastructure Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. The RECIPIENT is responsible for any and all costs or liability arising from the RECIPIENT's failure to so comply with applicable law.

10. EMPLOYMENT RELATIONSHIPS

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold

themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT'S subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT'S compensation, and have been mutually negotiated by the parties.

B. **Participation County - No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT'S indemnity obligations under the Contract.

C. **Survival of RECIPIENT'S Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to 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 parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **TERMINATION OF CONTRACT**

A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.

B. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

17. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a

modification to replace the unacceptable provision(s) as soon as possible.

18. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

19. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Okanogan County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

20. **PUBLIC RECORDS ACT**

This CONTRACT and all public records associated with this CONTRACT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the RECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the RECIPIENT of the request and of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in

compliance with this section, the Public Records Act or an order of a court of competent jurisdiction.

21. **ADMINISTRATION**

The following individuals are designated administrators of this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Laleña "Lanie" Johns, Clerk of the Board
Administrative Officer
Okanogan County
123 5th Ave N, Rm 150
Okanogan, WA 98586
Telephone: (509) 422-7105
Email: ljohns@co.okanogan.wa.us

For the RECIPIENT: City of Omak
Cindy Gagné, Mayor, or
Todd McDaniel, City Administrator
PO Box 72
Omak, WA 98841
Telephone: 509-826-1170
Cell:
Email: admin@omakcity.com or
publicworks@omakcity.com

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

DATED at Okanogan, Washington this _____ day of _____ 2024.

RECIPIENT
City of Omak

Authorized Official Date

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON



Jon Neal, Chairman



Andy Hover, Member



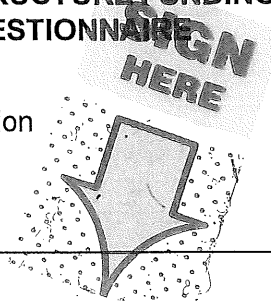
Chris Branch, Member

ATTEST:

Laleña Johns, Clerk of the Board

ATTACHMENT A

OKANOGAN COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING
QUESTIONNAIRE



Project Name: Omak Airport Hanger Area Expansion

Applicant: City of Omak

Signature of person authorizing submittal: _____

Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan).

Yes(X) No()

Hanger Area Improvements are included in our City
Comprehensive plan and more detailed in FAA approved Airport
Layout Plan (ALP)

1. Briefly describe your project:

South Hanger Development Taxi lane Phase I-Design – This project will produce design drawings, specification and bid documents, for hangar expansion, connection to existing taxiways, and consideration for future hangar expansions. Project will produce a “shovel Ready” project for addition of two hangar taxi lanes.

2. Describe the current status of your project: (Include work completed or in progress)

No work has been completed on the project at this time. This work will be contracted to City “On Call” Airport Engineers. We expect work to be completed this year.

3. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

This project lies within a distressed county and enhances our regional transportation system. These improvements will promote the construction of private, public, and Commercial hangars, that will increase airport activity and cause direct and indirect economic benefits.

4. Total project cost: \$ 150,000 EST.

5. Amount of County Infrastructure (.09) funding award: \$140,000

6. Is this a phased project? Yes (x) No (X)(Describe)

This project is “standalone” project to complete necessary documentation and procedures to solicit for construction. A separate project for construction of the taxi way hanger improvements will be

scheduled upon completion of this design phase.

7. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

No other funding sources will be needed for this design project. FAA funding is expected for the construction of this project.

- | | | |
|----|--|--------|
| 8. | Have you applied for any other sources to complete your funding? Yes() (List) | No(X) |
| | Source Amount | Status |

9. Describe project specific employment benefits as follows:

16 Additional	FTE During Design/Construction
0.5 Additional	FTE Employed by Facility when complete
0.0 Additional	FTE hired as a direct result of this project
0.5 Retained	FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

The design and the construction of this project is not anticipated to directly create any new FTE positions other than those that are driven by physical construction of the improvements. FTE demand for the operations and maintenance of new facilities is minimal over time. The indirect benefit will be significant in aggregate, but difficult to quantify.

0 Additional 0 Retained	Businesses Created by Facility when complete Businesses as a direct result of this project
----------------------------	---

10. What quantifiable outcomes are you going to track to measure the success of this project:

Completed Design, specifications and Bid documents. New hangars: 3-5 hangars spaces in 5 years, 10-15 spaces in 15 years, 20-25 spaces in 20 years.

11. Describe any other economic benefits of this project:

1. **Job Creation:** Building and maintaining airport hangars create employment opportunities. Construction workers, engineers, and maintenance staff are needed during the development phase. Once operational, hangars may employ additional personnel for services like aircraft maintenance, fueling, and administration.
2. **Increased Revenue:** Hangars generate revenue through leasing fees. Aircraft owners pay to rent space in the hangars, which contributes to the airport's income. This revenue can be reinvested in airport infrastructure, safety enhancements, and community programs.
3. **Business Attraction:** Well-equipped hangars attract aviation-related businesses. Companies providing services such as aircraft repair, charter flights, or pilot training may establish operations near the airport. These businesses contribute to the local economy by hiring staff, purchasing supplies, and paying taxes.
4. **Tourism and Trade:** Airports with hangars facilitate tourism and trade. Tourists arriving by private planes can explore the area, visit local attractions, and spend money on accommodations, dining, and activities. Additionally, hangars enable cargo transport, supporting businesses that rely on efficient logistics.

5. **Emergency Services:** Hangars play a crucial role in emergency response. Medical evacuation flights, firefighting aircraft, and search-and-rescue operations benefit from well-maintained hangars. Having these facilities ensures timely assistance during critical situations.
6. **Property Value:** A thriving airport with hangars enhances property values in the vicinity. Real estate near airports tends to appreciate due to improved infrastructure, accessibility, and economic activity. Homeowners and businesses benefit from this positive impact.
7. **Community Connectivity:** Hangars connect the local community to regional and national networks. They allow residents to access distant locations conveniently, fostering business relationships, educational opportunities, and cultural exchanges.

12. List any other information you feel is pertinent to this application:

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Todd McDaniel

Date: March 18, 2024

Subject: **Ordinance 1939** Granting a Franchise to Concept Communications

The Attached, Ordinance 1939, Granting Concept Communications, LLC. a Nonexclusive Franchise for the Provisions of Telecommunications Services within the City of Omak and Stating the Effective Date, is forwarded for your consideration.

Concept Communications has Recently acquired NCI Data and intends to provide fiber connections to subscribers with the Incorporated City limits. Public Works is currently reviewing fiber plans from Concept Communication for the installation of fiber within City public right-of-way.

The City Attorney has reviewed this agreement.

I recommend the passage of this Resolution.

ORDINANCE NO.1939

**AN ORDINANCE GRANTING TO CONCEPT COMMUNICATIONS, LLC
A NONEXCLUSIVE FRANCHISE FOR THE PROVISION OF
TELECOMMUNICATIONS SERVICES WITHING THE CITY OF OMAK
AND STATING AN EFFECTIVE DATE**

WHEREAS, Concept Communications, LLC, hereinafter referred to as “Grantee”, seeks to provide telecommunications services within the City of Omak; and

WHEREAS, Grantee has applied for a telecommunications franchise pursuant to RCW 35.99 and the City of Omak has reviewed said application and has determined that it meets all the requirements of the City subject to the terms and conditions stated herein; and

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

Section 1. This ordinance will be known as the Concept Communications, LLC Franchise Ordinance. Within this document, it will also be referred to as “this Franchise” or “the Franchise”.

Section 2. Grant of Franchise. The City hereby grants to Grantee a nonexclusive franchise to use the public rights of way within the City to provide telecommunications services, subject to the provisions of this ordinance, the provisions of the Omak Municipal Code, and state statutes, specifically RCW 35.99.

Section 3. Term. The term of this Franchise will be for ten (10) years, commencing with the effective date of this Ordinance.

Section 4. Franchise Area. The Grantee is authorized by this Franchise to make reasonable and lawful use of the public rights of way within the boundaries of the City of Omak or as these boundaries may be extended in the future.

Section 5. Rights and Obligations.

A. Grantee’s facilities shall not inconvenience the public use of the rights of way.

B. Grantee shall obtain necessary permits; follow all local state and federal laws; cooperate with the Grantor to maintain safe conditions in the rights of way; provide necessary information to the Grantor and obtain written permission before using any structure owned by the Grantor or any other third party.

C. Grantor shall construct and maintain their facilities at their own expense.

D. When reasonably necessary for construction or emergencies, the Grantor may require Grantee to relocate facilities at their own expense.

E. Grantee shall comply with all applicable ordinances, construction code, regulations and standards and shall cooperate with the Grantor to ensure that Grantee's telecommunication facilities do not inconvenience the public use of the rights of way or adversely affect the public health, safety, or welfare.

Section 6. Insurance.

A. Grantee will maintain in full force and effect the following liability insurance policies that protect the Utility Operator and the City, as well as the City's officers, agents, and employees:

a. Comprehensive general liability insurance with limits not less than:

i. Five million dollars (\$5,000,000) for bodily injury or death to each person.

ii. Five million dollars (\$5,000,000) aggregate including collapse, explosions, underground hazards, and products completed operations.

b. Commercial automobile liability insurance for owned, non-owned and hired vehicles with a limit of three million dollars (\$3,000,000) combined single limit.

c. Worker's compensation within statutory limits and employer's liability with limits of not less than one million dollars (\$1,000,000).

d. Liability insurance will name as additional insured the City and its officers, agents, and employees. Additional insured coverage will be for both ongoing operations and products and completed operations, on forms acceptable to the City. Coverage will be Primary and Noncontributory. Waiver of Subrogation endorsement, in a form acceptable to the City, will be provided for general liability and worker's compensation. Grantee shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf.

B. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Washington.

The insurance will be without prejudice to coverage otherwise existing. The coverage must apply as to claims between insureds on the policy. The insurance will not be canceled or materially altered without thirty (30) days prior written notice first being given to the City. If the insurance is canceled or materially altered, the Utility Operator will obtain a replacement policy that complies with the terms of this section and provide the City with a replacement certificate of insurance. The Utility Operator will maintain continuous uninterrupted coverage, in the terms and amounts required.

C. The Grantee will maintain on file with the City a certificate of insurance certifying the coverage required above.

Section 7. Performance Surety. Upon the effective date of this Agreement, the Licensee will furnish proof of the posting of a faithful performance bond running to the City with good and sufficient surety approved by the City in the sum of Thirty Thousand Dollars (\$30,000) conditioned that the Licensee will well and truly observe, fulfill, and being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Grantee, their representative or contractor. Licensee will pay all premiums charged for the bond and will keep the bond in full force and effect at all times throughout the term of the Agreement, including, if necessary, the time required for removal of all of Licensee's Facilities installed in the Public Rights of Way. The Bond may be released on the 5-year anniversary of this agreement at the sole discretion of the City, provided the Grantee has demonstrated the ability to comply with utility construction requirements. The bond will contain a provision that it will not be terminated or otherwise allowed to expire without thirty days prior written notice first being given to the City. The bond will be reviewed and approved as to form by the City Attorney.

City may, in the event of any construction which is likely to be substantially greater than \$30,000, or in the event the City's cost to complete or repair such construction upon Grantee's failure to perform the same would be greater than \$30,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Grantee applies for permits to perform work within the City. Grantee will provide to City all necessary documentation demonstrating Grantee's cost estimation in a format acceptable to the City.

Section 8. Sale of Subscriber Lists Prohibited. Grantee will comply with 47 U.S.C. § 222 relating to customer proprietary network information (CPNI) and protect its confidentiality in accordance with that statute and with the Washington Utilities and Transportation Commission's rule at WAC 480-120-202.

Section 9. Revocation or Termination. The City may terminate or revoke the

franchise granted for any of the following reasons:

- a. Violation of any of the material provisions of this Franchise.
- b. Misrepresentation in the Franchise application or a rights of way construction application;
- c. The Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City;
- d. Failure to pay taxes, compensation, fees or costs due to the City after final determination by the City of the taxes, compensation, fees or costs;
- e. Failure to restore the ROW as required by this Ordinance or other applicable state and local laws, ordinances, rules and regulations;
- f. Failure to comply with technical, safety and engineering standards related to work in the ROW; or
- g. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance or operation of the Utility Facilities.

Section 10. Franchise Acceptance. Within thirty (30) days of the passage of this Ordinance by City Council, Grantee will file with the City certificates of insurance and an unconditional written statement accepting the terms and conditions of this Franchise grant. Failure to fulfill this requirement will nullify and void this Ordinance, and any and all rights of Grantee to own or operate a telecommunications facility within the Franchise Area under this Ordinance will be of no force or effect.

Section 11. Franchise Nonexclusive. The Franchise hereby granted is not exclusive, and will not be construed as any limitation on the right of the City to grant rights, privileges and authority to other persons or corporations or to itself to make any lawful use of the City rights of way.

Section 12. Effective Date. This ordinance shall become effective from and after passage by the council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2024.

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:

1ST Reading _____

Date Published: _____

Date Effective: _____

On the _____ day of _____, 2024, the City Council of the City of Omak
passed Ordinance No. 1939.

DATED this ____ day of _____ 2024.

Connie Thomas, City Clerk