

**CITY OF OKANOGAN
COUNCIL AGENDA
November 21st, 2023 7:00 P.M.
Council Chambers, also available via Zoom**

Meeting ID: 830 0208 9303

One tap mobile: 1-253-215-8782

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **PUBLIC HEARING**
Ordinance No.1226 2024 Budget
3. **APPROVAL OF AGENDA and CONSENT AGENDA**
(Approval of Consent Agenda passes all routine items indicated by an asterisk (*) on the agenda. Consent agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to the general agenda and taken up in the order that it appears.)
4. * **EXCUSE COUNCILMEMBERS**
5. * **APPROVAL OF MINUTES**
November 7th, 2023 – Council Meeting Minutes
6. * **APPROVAL OF VOUCHERS**
7. **PUBLIC COMMENT**
This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name, street address, and briefly voice your comments.
8. **DEPARTMENT HEAD REPORTS**
9. **COMMITTEE REPORTS**
10. **UNFINISHED BUSINESS**
Ordinance No. 1226 2024 Budget – 2nd Reading

Resolution No. 2023-05 – Charter Franchise Resolution – 2nd Reading
11. **NEW BUSINESS**

Progress Estimate No. 2 Simple Solutions

The City of Okanogan is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible.

Please contact the City Clerk's Office by Noon on any meeting date for assistance.

Waive minor irregularity Oak Street Improvements

Contract Award Oak Street Improvements

12. * **CORRESPONDENCE**

13. **PUBLIC COMMENT**

This is an opportunity for the public to express their concerns, opinions, or suggestions to the Mayor and Council on any matter concerning the city. Please state your name, street address, and briefly voice your concerns.

14. **COUNCILMEMBER'S COMMENTS**

15. **MAYOR'S REPORT**

16. **ADJOURNMENT**

BUILDING DEPARTMENT REPORT

CITY COUNCIL MEETING

NOVEMBER 21ST, 2023

Okanogan office:

- Organize Okanogan filing systems & uploading old permits to new software – *ongoing*.
- Working with Ecology and Planning Department to update Shoreline/floodplain ordinance to reflect new FEMA changes.

Permitting Activity:

- Issued Permit CB-23-2036 New Roof for City's Sewer Plant Office BLDG.
- Issued Permit CB-23-2037 New Weather station @ City's Cemetery
- Issued Permit RBF-23-2037 for new addition @ 963 1st South
- Issued Permit RB-23-2038 New roof @ 825 4th North
- Issued Permit RP-23-2039 New Sewer line @ 429 2nd North
- Issued Permit CB-23-2040 New Structure (OVOC) @ 439 2nd South
- Issued Permit CB-23-2041 New roof @ 670 2nd South
- Issued Permit RB-23-2042 New roof @ 934 5th South

Inspections:

- Final Inspection for Airplane Hangar Permit CB-23-2001
- Footing Inspection @ OVOC 439 2nd South
- Roof Framing inspection @ 934 5th South
- Roof Framing inspection @ 670 2nd South
- Foundation inspection @ OVOC 439 2nd South
- Final inspection for permit CB-21-1838 @ 2135 Elmway
- Sheetrock inspection/Fire-rated @ 505 4th South (warming shelters)
- Steel Framing inspection @ Okanogan School Classroom Addition

Enforcement:

- Working with Blue Mountain Motel on a sewage back-up.

Substantial Development Permit SDP (Shoreline/Floodplain):

- Drafting a Notice of application for an SDP for the County Sheriff/Morgue Building at Railroad Ave – *Should have the notice out by first week of December for comment period then will be bringing to Council for approval.*

Conditional Use Permit CUP:

- New CUP application for a home addition @ 1288 1st Avenue South – *Under Review/Pending*

Department Head Report

Fire Department

November 21, 2023

Fire Department

- Updated information in the reporting system
- Performed minor repair and maintenance to apparatus and station.
- Performed minor repair and maintenance to small tools and equipment and station
- Updated Department Stats- 226 calls currently
- Worked on Department inventory

Inspections

Walk through and Fire Inspection of the Okanogan Community Homeless Shelter- **SO-KA-409800**
Walk through and Fire Inspection of Northwest Wholesale

Training

- Truck checks
- Officers Meeting
- Business Meeting
- Classroom Fire Behavior

Fire Calls

- Activated Alarm-4
- Motor vehicle accident- 1
- Motor vehicle fire- 1
- Brush Fire- 2
- Structure Fire- 1
- EMS Assist-2
- Other- 3
- Haz-Mat- 0

Events

Will be attending the Farm Lights Festival and Lighted Tractor Parade

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DEPARTMENT HEAD REPORT

Public Works

November 21, 2023

Since the last Department Head Report to the Okanogan City Council, the Public Works Department has:

Water Department

- Performed customer service as needed
- Performed weekly inspections of wells, reservoirs, and booster stations
- Performed routine maintenance as needed
- Performed water meter changeout as needed

Wastewater Department

- Performed daily testing and record keeping
- Performed vegetation management
- Performed customer service as needed
- Performed routine maintenance
- Performed utility locates as needed
- Monitoring the reroofing project

Street Department

- Performed street cleaning operations
- Performed vegetation management
- Performed hot mix asphalt patching
- Performed hauling and placing the Community Christmas Tree
- Performed placing American Flags downtown for Veterans Day

Parks/Cemetery/Pool/City Hall/Airport

- Performed vegetation management
- Performed storing picnic tables for the season
- Performed pouring & setting headstones as needed
- Performed mowing & trimming at the Cemetery

Shop

- Performed vehicle & equipment maintenance
- Performed snow blower repairs & maintenance
- Performed street sweeping equipment repairs & maintenance
- Performed motor grader repairs & maintenance

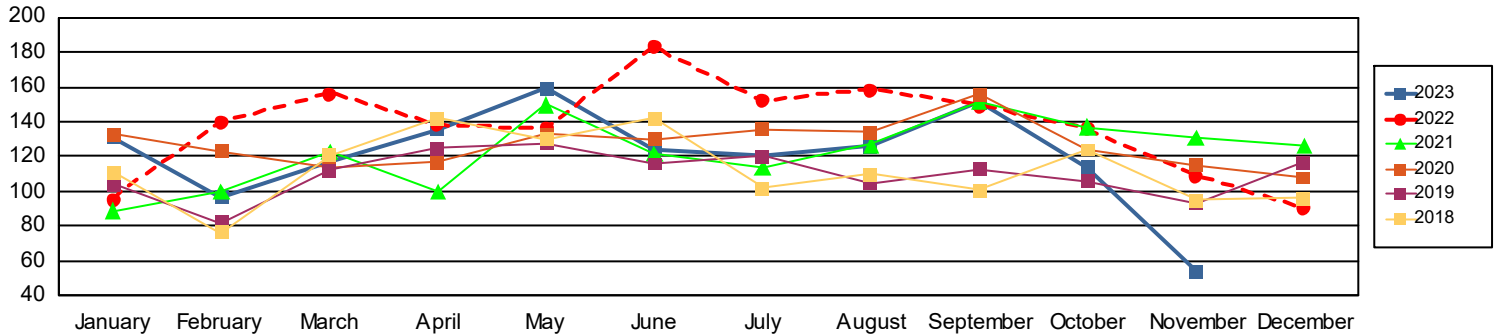
Other

- Attended leadership & management training for Evergreen Rural Water of Washington
- Performed annual inventory
- Public Works held a monthly safety meeting



Okanogan County Sheriff's Office

Okanogan - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **101**
- Thefts in last 30 days: **6**
- Burglary / Trespass in last 30 days: **4**
- Assaults / Disputes in last 30 days: **9**
- Traffic incidents in last 30 days: **8**
- Total City Incidents YTD: **115**

Traffic Stops: **41**

Law Incidents - Last 30 Days OCSO

TRESPASSING	2ND	OKANOGAN	S23-07267
ACCIDENT HITRUN	2ND	OKANOGAN	S23-07335
FOUND PERSONS	2ND	OKANOGAN	S23-07593
MISSING PERSON	3RD	OKANOGAN	S23-07547
RUNAWAY JUVNILE	3RD	OKANOGAN	S23-07542
SUSPICIOUS	MAPLE	OKANOGAN	S23-07013
SUSPICIOUS	MAPLE	OKANOGAN	S23-07250
MAL MISCHIEF	PINE	OKANOGAN	S23-07238
SUSPICIOUS	PINE	OKANOGAN	S23-07248
WEAPON OFFENSE	PINE	OKANOGAN	S23-07558
FRAUD	2ND	OKANOGAN	S23-07175
ALARM BURGLARY	PINE	OKANOGAN	S23-07503
CITIZEN ASSIST	MONROE	OKANOGAN	S23-07035
CIVIL	ELMWAY	OKANOGAN	S23-07265
CITIZEN DISPUTE	4TH	OKANOGAN	S23-07280
BREATHING	4TH	OKANOGAN	S23-07617
DWLS	HIGHWAY 20	OKANOGAN	S23-07312
AGENCY REFERRAL	3RD	OKANOGAN	S23-07342
DOMESTIC DISPUT	MONROE	OKANOGAN	S23-07450
CITIZEN ASSIST	MONROE	OKANOGAN	S23-07506
WELFARE CHECK	MONROE	OKANOGAN	S23-07551

ANIMAL STRAY	1ST	OKANOGAN	S23-07122
ANIMAL NOISE	1ST	OKANOGAN	S23-07379
PARKING PROBLEM	MAPLE	OKANOGAN	S23-07282
SUSPICIOUS	RODEO TRAIL	OKANOGAN	S23-07600
SUSPICIOUS	2ND	OKANOGAN	S23-07435
WARRANT ARREST	2ND	OKANOGAN	S23-07426
DOMESTIC DISPUT	5TH	OKANOGAN	S23-07497
DISABLED VEHICL	2ND	OKANOGAN	S23-07286
CITIZEN ASSIST	3RD	OKANOGAN	S23-07002
CITIZEN ASSIST	4TH	OKANOGAN	S23-07603
ANIMAL ABUSE	2ND	OKANOGAN	S23-07340
ACCIDENT HITRUN	2ND	OKANOGAN	S23-07643
SUSPICIOUS	3RD	OKANOGAN	S23-07361
SUSPICIOUS	1ST	OKANOGAN	S23-07355
THEFT OTHER	1ST	OKANOGAN	S23-07438
VIN INSPECTION	ELMWAY	OKANOGAN	S23-07088
ACCIDENT NONINJ	ELMWAY	OKANOGAN	S23-07518
VIN INSPECTION	ELMWAY	OKANOGAN	S23-07632
ATTEMPT-LOC NT	ELMWAY	OKANOGAN	S23-07065
VEHICLE PROWL	5TH	OKANOGAN	S23-07127
EXTRA PATROL	5TH	OKANOGAN	S23-07201
911 ABUSE	3RD	OKANOGAN	S23-07363
TRAFFIC HAZARD	ELMWAY	OKANOGAN	S23-06978
TRESPASSING	ELMWAY	OKANOGAN	S23-07168
UTILITY PROBLEM	3RD	OKANOGAN	S23-06997
DWLS	1ST	OKANOGAN	S23-07287
MISSING PERSON	5TH	OKANOGAN	S23-07300
CITIZEN ASSIST	5TH	OKANOGAN	S23-07633
DELIVER MESSAGE	GORDON	OKANOGAN	S23-07501
FOUND PROPERTY	5TH	OKANOGAN	S23-07195
ACCIDENT NONINJ	5TH	OKANOGAN	S23-07445
CIVIL	MILL	OKANOGAN	S23-07106
SUSPICIOUS	ELMWAY	OKANOGAN	S23-07596
VEHICLE PROWL	1ST	OKANOGAN	S23-07163
ANIMAL STRAY	4TH	OKANOGAN	S23-07105
SUSPICIOUS	1ST	OKANOGAN	S23-07508
RUNAWAY JUVNILE	7TH	OKANOGAN	S23-07162
JUVENILE PROB	7TH	OKANOGAN	S23-07208
ANIMAL PROBLEM	4TH	OKANOGAN	S23-07276
WELFARE CHECK	5TH	OKANOGAN	S23-07370
NOISE COMPLAINT	1ST	OKANOGAN	S23-07307
NOISE COMPLAINT	ELMWAY	OKANOGAN	S23-07110
INTOXICATION	QUEEN	OKANOGAN	S23-07119
WELFARE CHECK	5TH	OKANOGAN	S23-07612
SUSPICIOUS	5TH	OKANOGAN	S23-07631
CITIZEN ASSIST	5TH	OKANOGAN	S23-07015
SUSPICIOUS	5TH	OKANOGAN	S23-07061
EXTRA PATROL	5TH	OKANOGAN	S23-07188
FOUND PROPERTY	5TH	OKANOGAN	S23-07465
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07017
DISORDERLY	2ND	OKANOGAN	S23-07176
ANIMAL STRAY	5TH	OKANOGAN	S23-06982
FOUND PROPERTY	2ND	OKANOGAN	S23-07125
HARASSMENT	5TH	OKANOGAN	S23-07512
VEHICLE PROWL	ROSE	OKANOGAN	S23-07505

FIRE OTHER	IONE	OKANOGAN	S23-07031
911 ABUSE	LINDEN	OKANOGAN	S23-07412
ANIMAL STRAY	3RD	OKANOGAN	S23-07057
THREATENING	CONCONULLY	OKANOGAN	S23-07372
THREATENING	2ND	OKANOGAN	S23-07564
THEFT OTHER	CONCONULLY	OKANOGAN	S23-07401
SUSPICIOUS	OAK	OKANOGAN	S23-07242
OVERDOSE	OAK	OKANOGAN	S23-07301
WELFARE CHECK	2ND	OKANOGAN	S23-07481
ANIMAL VICIOUS	2ND	OKANOGAN	S23-07082
RECOVERED PROP	HIGHWAY 20	OKANOGAN	S23-07034
CITIZEN ASSIST	ELMWAY	OKANOGAN	S23-07439
AGENCY REFERRAL	4TH	OKANOGAN	S23-07143
JUVENILE PROB	2ND	OKANOGAN	S23-07207
THEFT OTHER	1ST	OKANOGAN	S23-07158
TRESPASSING	ELMWAY	OKANOGAN	S23-07378
JUVENILE PROB	1ST	OKANOGAN	S23-07526
DOMESTIC DISPUT	2ND	OKANOGAN	S23-06972
DOMESTIC DISPUT	2ND	OKANOGAN	S23-06975
THREATENING	2ND	OKANOGAN	S23-07322
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07331
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07456
SUSPICIOUS	KING	OKANOGAN	S23-07520
DOMESTIC DISPUT	2ND	OKANOGAN	S23-07539
CITIZEN ASSIST	2ND	OKANOGAN	S23-07592

EMS Calls - Last 30 Days

LIFELINE EMS

23

SICKNESS	E23-04709
ALARM MEDICAL	E23-04725
MEDICAL	E23-04727
MEDICAL	E23-04733
MEDICAL	E23-04747
MEDICAL	E23-04754
SICKNESS	E23-04797
DIABETIC PROBLM	E23-04828
MEDICAL	E23-04841
ALARM MEDICAL	E23-04844
SEIZURE	E23-04853
OVERDOSE	E23-04884
TRANSFER PATIEN	E23-04918
ABDOMINAL	E23-04928
SICKNESS	E23-04943
MEDICAL	E23-04944
FALL	E23-04953
DOMESTIC DISPUT	E23-05001
MEDICAL	E23-05071
MEDICAL	E23-05091
SICKNESS	E23-05103
FALL	E23-05109
BREATHING	E23-05132

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03

5

FIRE OTHER	F23-01943
ACCIDENT INJURY	F23-02003
OVERDOSE	F23-02012
FIRE OTHER	F23-02052
UTILITY PROBLEM	F23-02113

OMAK FIRE

1

ACCIDENT INJURY	F23-02004
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MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, City Clerk Treasurer

Date: November 8th, 2023

Subject: Ordinance No. 1226 - 2024 Budget

Attached, for a second reading, is Ordinance No. 1226. An Ordinance adopting the 2024 Budget of the City of Okanogan, Washington for the year 2024.

The Budget & Finance Committee held Budget Workshops on October 3rd and 10th, 2023 to review the City's proposed budget. These Budget Workshops provided an opportunity to review revenue and expenditure expectations. The 2024 preliminary budget based on these workshops has been available in the Clerk's Office since October 30th, 2023.

An Open Public Hearing will be held on November 7th and November 21st, 2023 to hear public, mayor, council, and staff input on the preliminary 2024 budget.

This budget can be amended or modified prior to final adoption to reflect the public input that is received and the wishes of the Mayor and Council.

Suggested Motion: **I move to adopt Ordinance No. 1226.**

ORDINANCE NO. 1226

AN ORDINANCE OF THE CITY OF OKANOGAN, WASHINGTON, ADOPTING THE BUDGET OF THE ENSUING FISCAL AND CALENDAR YEAR OF 2024

WHEREAS the Okanogan City Council held a public hearing on 2024 Revenue Sources, 2024 Fee Schedule and Ad Valorem Taxes for the 2024 Budget on October 17th, 2023; and

WHEREAS the Okanogan City Council on November 7th, 2023 did authorize a one percent increase in the tax levy amount for 2024; and

WHEREAS the Okanogan City Council held Budget Workshops on the proposed 2024 Budget on October 3rd and October 10th, 2023 respectively: and

WHEREAS the Okanogan City Council held a preliminary public hearing on the 2024 Budget for the City of Okanogan on November 7th, 2023: and

WHEREAS the Okanogan City Council held a final public hearing on the 2024 Budget for the City of Okanogan on November 21st, 2023

THE CITY COUNCIL OF THE CITY OF OKANOGAN, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION No. 1 **BUDGET ADOPTED.** The final budget of the City of Okanogan for the year 2024, as fixed and determined by the City Council following public hearings as outlined above and which final budget is now on file in the office of the City Clerk Treasurer, and identified by this reference, made a part thereof, at the fund level listed below is hereby adopted as the final budget of the City of Okanogan for the Year of 2024.

SECTION No. 2 **SUMMARY OF BUDGET.** A summary of the totals of estimated revenues and appropriations for each separate fund and aggregate totals for all such funds combined as contained in said adopted budget as follows:

2024 Budget by Fund

#	Fund	Expenditure	Revenue
001	Current Expense	\$ 4,689,442.00	\$ 4,689,442.00
101	Tourist Promotion	\$ 188,716.00	\$ 188,716.00
102	Streets	\$ 1,253,114.00	\$ 1,253,114.00
104	Cemetery	\$ 108,735.00	\$ 108,735.00
105	Flood Control	\$ 29,688.00	\$ 29,688.00
106	County Fire Chiefs' Compressor	\$ 4,378.00	\$ 4,378.00
107	ARPA	\$ 1,017,223.00	\$ 1,017,223.00
110	Fire Dept. Equipment Reserve	\$ 108,443.00	\$ 108,443.00
113	Airport Cumulative Reserve	\$ 3,594.00	\$ 3,594.00
115	Cumulative Reserve	\$ 826,886.00	\$ 826,886.00
116	Sports Park Cumulative Reserve	\$ 38,744.00	\$ 38,744.00
146	Municipal Airport	\$ 617,465.00	\$ 617,465.00
216	Bond Reserve USDA	\$ 14,373.00	\$ 14,373.00
307	Capital Facilities	\$ 378,304.00	\$ 378,304.00

319	Public Works Equipment Reserve	\$ 207,639.00	\$ 207,639.00
401	Sanitation	\$ 826,266.00	\$ 826,266.00
402	Water	\$ 4,333,075.00	\$ 4,333,075.00
403	Sewer	\$ 2,793,387.00	\$ 2,793,387.00
404	Sewer Cumulative Reserve	\$ 343,124.00	\$ 343,124.00
405	Sewer Renewal & Replacement	\$ 43,516.00	\$ 43,516.00
406	Water Asset Reserve	\$ 351,892.00	\$ 351,892.00
407	Water Replacement & Maintenance	\$ 35,786.00	\$ 35,786.00
408	Construction	\$ 130,672.00	\$ 130,672.00
630	Fiduciary	\$ 12,353.00	\$ 12,353.00
704	Cemetery Endowment	\$ 40,431.00	\$ 40,431.00
		\$ 18,397,246.00	\$ 18,397,246.00

SECTION No. 3 SALARIES, WAGES & BENEFITS. The salaries, wages and benefits set forth in detail, and attached in said final budget constitute the appropriation for the amount of salaries, wages and benefits to be paid to officers and employees of the city during 2024, and the numbers and classifications of positions anticipated to be filled.

SECTION No. 4 APPROPRIATION. The sums set forth in said final budget for the year 2024 as expenditures are hereby appropriated and itemized and classified as the authorized expenditures to be made by the City of Okanogan during the year 2024.

SECTION No. 5 PAYMENTS TO RESERVE FUNDS. At the close of the 2023 budget year, any unexpended funds remaining in the following Current Expense Fund (Fund No. 001) Line Items shall be:

- Repairs & Maintenance Pool, BARS No. 001.576.20.48.00;
- Repairs & Maintenance Parks, BARS No. 001.576.80.48.00;
- Repairs & Maintenance – Sports Complex, BARS No. 001.576.81.48.00;
- Office Machinery and Equipment, BARS No. 001.594.14.64.00;
- Fire Hall Bldg. Improvements, BARS No. 001.594.22.62.00

A voucher shall be prepared from the Current Expense Fund into the Cumulative Reserve Fund (Fund No. 115) and reflected as miscellaneous revenue in corresponding sub account within the Cumulative Reserve Fund:

- Cumulative Reserve – Miscellaneous/Immaterial 115.000.000.369.90.00

Reserve funds may be appropriated by the Council as needed to supplement normal revenues in years when it is necessary to fund extraordinary equipment replacement or repairs. The Clerk/Treasurer is directed to make these payments after adjusting for over-expended line items in the preceding repairs and maintenance accounts at the close of the 2023 Budget year without further action by the Council.

SECTION No. 6 EFFECTIVE DATE. This Ordinance shall become effective from and after its passage by the City Council, approval by the Mayor and five days after publication of this ordinance, or a summary, as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OKANOGAN this _____ day of _____, 2023

APPROVED:

Wayne Turner, Mayor

ATTEST:

Jessica Blake, City Clerk Treasurer

APPROVED:

W. Scott DeTro, City Attorney

Filed with City Clerk: _____

Passed by Council: _____

Date Published: _____

Date Effective: _____

Memorandum

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, City Clerk Treasurer

Date: November 15, 2023

Re: Resolution No. 2023-05 Franchise Agreement extension with Spectrum Pacific West, LLC

Attached for City Council Review is Resolution No. 2023-05 regarding an extension of a franchise agreement entitled “Franchise Agreement Extension City of Okanogan, Washington” between Spectrum Pacific West (successor-in-interest to Falcon Video Communications L.P.), locally known as Charter Communications and the City.

The current agreement expires on December 31, 2023 and the extension will continue the Franchise Agreement terms and conditions until December 31, 2033. It has been reviewed by the Contracting Committee, Staff, and the City Attorney. The Cable Act requires public notice of the renewal, which was completed as a legal announcement in the October 18th Chronicle. In addition, the resolution requires 2 readings, per the Cable Act.

Suggested Motion: I move to approve Resolution No. 2023-05.

Resolution 2023-05
FRANCHISE AGREEMENT EXTENSION
CITY OF OKANOGAN, WASHINGTON

WHEREAS, Spectrum Pacific West, LLC (successor-in-interest to Falcon Video Communications, L.P.) (“Grantee”) currently holds a Franchise Agreement (“Agreement”) with City of Okanogan, Washington (“Grantor”) which became effective on December 30, 2013; and

WHEREAS, the Agreement will expire by its terms on December 31, 2023; and

WHEREAS, Grantee filed timely notice of intent to renew its Agreement with the Grantor pursuant to section 626 of the Cable Communications Policy Act of 1984 (The “Cable Act”); and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Cable Franchise under applicable laws, and that the financial, legal, and technical ability of the Grantee is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

NOW, THEREFORE, BE IT RESOLVED, that the Grantee is willing to grant an extension of the current Agreement until December 31, 2033. Except as stated below, all other terms and conditions of the existing franchise shall remain the same. The parties continue to reserve all rights under the formal procedures of Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto.

In addition, the following amendment is made:

Section 15.5 is amended to reflect that a copy of notices to the Grantee pursuant to the Agreement shall be sent to:

Charter Communications, Inc.
Attn: Vice President, Local Government Affairs & Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

APPROVED this 21st day of November, 2023.

City of Okanogan, Washington

By: _____

Print Name: Wayne L. Turner

Title: Mayor

ACCEPTED this ____ day of _____, 2023.

Spectrum Pacific West, LLC
By Charter Communications, Inc., Its Manager

By: _____

Print Name: _____

Title: _____

FRANCHISE AGREEMENT
OKANOGAN, WASHINGTON

This Franchise Agreement is between the City of Okanogan, Washington, hereinafter referred to as the "Grantor" and Falcon Video Communications, L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Affiliates" shall means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person
- B. "Board/Council" shall mean the governing body of the Grantor.

- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- F. "Gross Revenues" shall mean any and all revenues received in any manner by Grantee and/or its Affiliates and in accordance with generally accepted accounting principles, that are Cable Operators of the Cable System including, but not limited to: (1) all cable service fees; (2) late fees, returned check charges; (3) installation and reconnection fees; (4) upgrade and downgrade fees; (5) local advertising revenue; 6) home shopping commissions; (7) converter and remote control rental fees; (8) lockout device fees; and (9) guides. Gross Revenues shall not include: (1) any taxes, fees or assessments of general applicability, such as the FCC user fee, franchise fee or utility fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Public School" shall mean any accredited public school operated within the Service Area and limited to elementary, junior high school, and high school.
- I. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- I. "State" shall mean the State of Washington.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.10.

2.4 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other

equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall provide Notice (pursuant to Section 15.5) to the Grantee of an annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Notice shall include detailed and sufficient information for the Grantee, at its discretion, to make any and all necessary changes. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area commencing ninety (90) days after the Grantee's receipt of Grantor's Notice.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all time employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76 of the FCC's rules and regulations as may, from time to time, be amended.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with FCC regulations.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and

zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.3.1 Payments not to be offset against taxes or vice-versa. The parties agree that the compensation and other payments to be made pursuant to this Section 8 and any other provision of this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all taxes of general applicability or other fees or charges (including any fees or charges which may be imposed on the Grantee for the use of poles, rights-of-way, conduits or similar facilities that may be owned or controlled by the Grantor) which the Grantee or any affiliated Person shall be required to pay to the Grantor.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The

Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fee under Federal law. Franchise fees may be passed through to

Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. In lieu of a franchise fee audit, which is costly for the Grantor, Grantee shall provide, upon request, a statement certified by Grantee's representative as to the accuracy of the franchise fee payments.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records as are reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person. The Grantor, its agents, employees, representatives or any other Person who has access to records provided by the Grantee shall sign Grantee's nondisclosure agreement prior to records review.

SECTION 13

13.1 Free Drops. Grantee may provide on a voluntary basis, without charge and within the Service Area, one drop activated for Basic Cable Service to all elementary and secondary public school classrooms and public libraries.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such

default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.6 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, in the County in which the

Grantor is located, or the U.S. District Court of Eastern Washington, which shall have the power to review the decision of the board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on any competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other

authorization with any appropriate government entity. This agreement is executed in duplicate originals.

15.5 Notices. Unless otherwise provided by Federal, State or Local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested or by nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means.

As set forth above, notice served upon the Grantor shall be delivered or sent via certified mail, return receipt requested, to:

City of Okanogan
120 Third Ave., North
Okanogan, WA 98840

And every notice served upon Grantee shall be delivered or sent certified mail, return receipt requested, to:

Attn: Director, Government Relations
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

With a copy sent via regular mail to:

Attn: Vice President, Government Relations
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

Grantor and Grantee shall be responsible to promptly notify the other in writing of any change of address.

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights

of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. This Franchise shall expire on December 31, 2023, unless extended in by the mutual agreement of the parties.

Considered and approved this 17th day of Dec., 2013

City of Okanogan, Washington

Signature: [Signature]

Name/Title Michael Blake / Mayor

Accepted this 30th day of December, 2013, subject to applicable Federal, State and local law.

Falcon Video Communications, L.P, I/k/a Charter Communications

By: Charter Communications VII, LLC its General Manager

By: Charter Communications Inc., its Manager

By: [Signature]

Printed Name: Mark E. Brown

Title: Vice President, Government Affairs

Charter Communications

MEMORANDUM

To: Okanogan City Council and Mayor Turner

From: Jessica Blake, City Clerk Treasurer

Date: November 17, 2023

Subject: Progress Estimate No. 2 Simple Solutions
Okanogan Omak Pavement Maintenance

Attached is Progress Estimate No. 2 for the Okanogan Omak Pavement Maintenance being funded by the Transportation Improvement Board and the Cities of Okanogan and Omak for \$69,091.52

Schedule A – Okanogan - \$3,948.00

Schedule B - Okanogan Tero Portion -\$1,032.72

Schedule C – Omak - \$64,110.80

Schedule D – Omak Tero Portion - \$0.00

The contract is currently 60% complete. Work has been suspended on this project until weather allows in the spring of 2024.

Recommended Motion: I move that the City issue payment to Simple Solutions for Progress estimate No. 2



November 16, 2023

Ms. Jessica Blake
Clerk-Treasurer
City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

SUBJECT: PROGRESS ESTIMATE 2, OKANOGAN-OMAK PAVEMENT
MAINTENANCE
CITY OF OKANOGAN, OKANOGAN COUNTY, WASHINGTON
G&O #23835.00

Dear Ms. Blake:

We have enclosed Progress Estimate 2 for this project. Please retain a copy for the City files and also provide a copy to the Contractor with the payment. The amount due the Contractor and the amount to be deposited in the retainage account are as follows:

	<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Amount Earned this Period</u>
City of Okanogan	\$ 4,731.68	\$ 249.04	\$ 4,980.72
City of Omak	<u>\$60,905.26</u>	<u>\$3,205.54</u>	<u>\$64,110.80</u>
Totals	\$65,636.94	\$3,454.58	\$69,091.52

Please call me if you have any questions or concerns regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in cursive script, appearing to read 'Tim DeVries'.

Tim DeVries, P.E.

TDV/cah
Encl.

PROGRESS ESTIMATE 2
NOVEMBER 10, 2023

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
OCTOBER 11, 2023 TO OCTOBER 25, 2023

PROJECT:
CITY OF OKANOGAN
OKANOGAN-OMAK PAVEMENT MAINTENANCE
G&O JOB NUMBER #23835

CONTRACTOR:
SIMPLE SOLUTIONS
418 BENTON STREET
OMAK, WA 98841

BID ITEMS					QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
SCHEDULE A - CITY OF OKANOGAN									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$16,735.28	0.00%	50.00%	\$0.00	\$8,367.64	50%
2	Project Temporary Traffic Control	1	LS	\$14,045.00	0.00%	50.00%	\$0.00	\$7,022.50	50%
3	Sawcutting	3,280	CY	\$3.00	1,316.00	1,969.00	\$3,948.00	\$5,907.00	60%
4	Crack Sealing	44,970	CY	\$0.52	0.00	17,382.00	\$0.00	\$9,038.64	39%
5	Crack Routing	9,900	CY	\$0.55	0.00	0.00	\$0.00	\$0.00	0%
6	Pavement Repair	1,040	CY	\$85.00	0.00	0.00	\$0.00	\$0.00	0%
Subtotal, Schedule A							\$3,948.00	\$30,335.78	
SCHEDULE B - CITY OF OKANOGAN (TERO PORTION)									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$3,004.89	0.00%	90.00%	\$0.00	\$2,704.40	90%
2	Project Temporary Traffic Control	1	LS	\$3,830.40	0.00%	100.00%	\$0.00	\$3,830.40	100%
3	Crack Sealing	10,530	LF	\$0.52	1,986.00	17,153.00	\$1,032.72	\$8,919.56	163%
Subtotal, Schedule B							\$1,032.72	\$15,454.36	

PROGRESS ESTIMATE 2
NOVEMBER 10, 2023

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
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PROJECT:
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SIMPLE SOLUTIONS
418 BENTON STREET
OMAK, WA 98841

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD		AMOUNT TO DATE
SCHEDULE C - CITY OF OMAK									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$12,187.95	50.00%	50.00%	\$6,093.98	\$6,093.98	50%
2	Project Temporary Traffic Control	1	LS	\$15,865.00	50.00%	50.00%	\$7,932.50	\$7,932.50	50%
3	Sawcutting	740	LF	\$3.00	47.00	47.00	\$141.00	\$141.00	6%
4	Crack Sealing	103,600	LF	\$0.52	93,181.00	110,563.00	\$48,454.12	\$57,492.76	107%
5	Pavement Repair	270	SY	\$85.00	17.52	17.52	\$1,489.20	\$1,489.20	6%
Subtotal, Schedule C							\$64,110.80	\$73,149.44	
SCHEDULE D - CITY OF OMAK									
1	Mobilization, Cleanup, and Demobilization	1	LS	\$11,995.98	0.00%	90.00%	\$0.00	\$10,796.38	90%
2	Project Temporary Traffic Control	1	LS	\$9,200.00	0.00%	100.00%	\$0.00	\$9,200.00	100%
3	Sawcutting	2,400	LF	\$3.00	0.00	2,682.00	\$0.00	\$8,046.00	112%
4	Crack Sealing	17,500	LF	\$0.52	0.00	22,833.00	\$0.00	\$11,873.16	130%
5	Pavement Repair	830	SY	\$85.00	0.00	860.39	\$0.00	\$73,133.15	104%
Subtotal, Schedule D							\$0.00	\$113,048.69	

PROGRESS ESTIMATE 2
NOVEMBER 10, 2023

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
OCTOBER 11, 2023 TO OCTOBER 25, 2023

PROJECT:
CITY OF OKANOGAN
OKANOGAN-OMAK PAVEMENT MAINTENANCE
G&O JOB NUMBER #23835

CONTRACTOR:
SIMPLE SOLUTIONS
418 BENTON STREET
OMAK, WA 98841

		PROJECT COSTS	
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$69,091.52	\$231,988.27
SALES TAX (PER W.S. REVENUE RULE 171)	0.00%	\$0.00	\$0.00
TERO (SCHEDULES B AND D ONLY)	0.00%	\$0.00	\$0.00
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$69,091.52	\$231,988.27
LESS 5% RETAINED (BEFORE TAX)		\$3,454.58	\$11,599.42
TOTAL EARNED TO DATE LESS RETAINAGE			\$220,388.85
<u>LESS AMOUNTS PREVIOUSLY PAID</u>			
PROGRESS ESTIMATE 1			\$154,751.91
TOTAL PAYMENT NOW DUE:		\$65,636.94	\$65,636.94
ORIGINAL CONTRACT AMOUNT (WITHOUT TAX)	\$385,301.50		
CONTRACT PERCENTAGE TO DATE	60%		

PROGRESS ESTIMATE 2
NOVEMBER 10, 2023

CITY OF OKANOGAN
OKANOGAN COUNTY
WASHINGTON

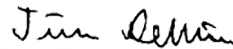
PROGRESS ESTIMATE PERIOD
OCTOBER 11, 2023 TO OCTOBER 25, 2023

PROJECT:
CITY OF OKANOGAN
OKANOGAN-OMAK PAVEMENT MAINTENANCE
G&O JOB NUMBER #23835

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418 BENTON STREET
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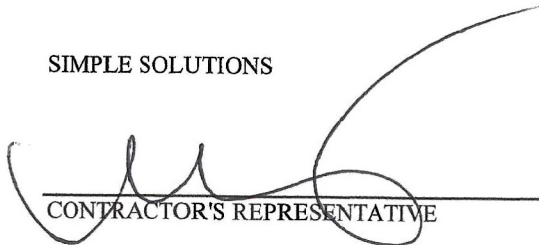
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
TRUE AND CORRECT STATEMENT OF THE
WORK PERFORMED UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.


TIM DEVRIES, P.E.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES.)

SIMPLE SOLUTIONS


CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	TERO	RETAINAGE (5%)	TOTAL PAYMENT
1	AUGUST 29, 2023 TO OCTOBER 10, 2023	\$162,896.75	0.00%	\$0.00	\$0.00	\$8,144.84	\$154,751.91
2	OCTOBER 11, 2023 TO OCTOBER 25, 2023	\$69,091.52	0.00%	\$0.00	\$0.00	\$3,454.58	\$65,636.94
TOTAL:		\$231,988.27		\$0.00	\$0.00	\$11,599.42	\$220,388.85

MEMORANDUM

To: Okanogan City Council, and Mayor Turner

From: Shawn Davisson, Director of Public Works
Jessica Blake, Clerk/Treasurer

Date: November 15, 2023

Subject: Waive Minor Irregularity Oak Street Improvements

On November 8, 2023 a bid opening was conducted by Gray & Osborne, Inc. on behalf of the City of Okanogan for the subject project.

The apparent low bidder (Rudnick & Sons LLC) submitted the Local Agency Proposal Bond originally included in the contract provisions and signed that they acknowledged receipt of Addendum 3. Shortly after the bid opening, a Rudnick & Sons LLC representative called when he realized that his employee had not replaced the bond with the revised proposal bond per Addendum 3. They then provided the proposal bond included in Addendum 3 within the hour.

After reviewing and discussing this item with our city attorney and Gray & Osborne, we have determined it to be minor and immaterial and urge the council to waive this issue as a minor irregularity so we can move forward with the award.

Suggested Motion: I move that the City of Okanogan waive the issue for Rudnick & Sons LLC of a corrected Proposal Bond as a minor irregularity.

CITY OF OKANOGAN

OKANOGAN COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

OAK STREET IMPROVEMENTS

FEDERAL AID PROJECT NO.: STPUS-9202(001)

CONTRACT NO.: TA-7352

TIB NO.: 6-E-881(I11)-1

G&O #22856

SEPTEMBER 2023



Gray & Osborne, Inc.

CONSULTING ENGINEERS

CITY OF OKANOGAN

OKANOGAN COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

OAK STREET IMPROVEMENTS

FEDERAL AID PROJECT NO.: STPUS-9202(001)

CONTRACT NO.: TA-7352

TIB NO.: 6-E-881(I11)-1



10/2/2023



10/2/2023

G&O #22856
SEPTEMBER 2023



Gray & Osborne, Inc.

CONSULTING ENGINEERS

CALL FOR BIDS
CITY OF OKANOGAN
OAK STREET IMPROVEMENTS
ENGINEER'S ESTIMATE \$427,500

Sealed Proposals will be received by the undersigned at the City of Okanogan, 120 Third Avenue North, Okanogan, Washington 98840 up to 11:00:59 a.m.; local time on Wednesday, November 8, 2023, for furnishing the necessary labor, materials, equipment, and tools, thereof to construct Oak Street Improvements.

This contract provides for the improvement of ***approximately 420 LF of Oak Street, between 2nd Avenue and the bridge over the Okanogan River, including, but not limited to, subgrade repair, plane and HMA overlay of the surface, curb, gutter, and sidewalk replacement, surface restoration, signing and striping, traffic control, adjustment of utility structures, illumination,*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be physically complete within 45 working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of the City Clerk, Okanogan, Washington.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "City of Okanogan" and in an amount of not less than five percent (5%) of the total Proposal amount.

The City of Okanogan, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bid Documents for this project are available free-of-charge at the following website: <http://gobids.grayandosborne.com>. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the Bidders List. For assistance, please call (509) 453-4833. Contract questions shall be directed only to the office of the Project Engineer.

Financing of the Project has been provided by City of Okanogan, Washington, the Washington State Transportation Improvement Board, and STBG funds. The City of Okanogan expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities in any Proposal.

(Signed)

JESSICA BLAKE
CITY CLERK/
TREASURER

**CONTRACT PROVISIONS
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CITY OF OKANOGAN
OAK STREET IMPROVEMENTS**

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PART 6. APPENDIX

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Appendix B – Required Contract Provisions Federal-Aid
Construction Contracts

PART 1
BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 – P-6)
- b. Local Agency Certification for Federal-Aid Contracts (272-040A) (Page P-7)
- c. Non-Collusion Declaration (272-036I) (Page P-8)
- d. Local Agency Subcontractor List (271-015A), if applicable (Page P-9)
- e. Disadvantaged Business Enterprise Bid Item Breakdown Form (272-054) (Page P-10)
- f. Disadvantaged Business Enterprise Utilization Certification (272-056) (Page P-12)
- g. Disadvantaged Business Trucking Credit (272-058) (Page P-14)
- h. Disadvantaged Business Enterprise Written Confirmation Document (422-031) (Page P-16)
- i. Certificate of Compliance with Wage Payment Statutes (Page P-17)
- j. Local Agency Proposal – Signature Page (272-036K) (Page P-18)
- k. Local Agency Proposal Bond (Page P-19)

2. SUPPLEMENTAL BIDDER CRITERIA

The Contractor shall submit to the Contracting Agency the completed bids and/or supplemental bid documentation in accordance with Section(s) 1-02.6 and 1-02.9.

3. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificate of Insurance (d.) is to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Local Agency Contract (Pages C-1 – C-2)
- b. Local Agency Performance Bond (Page B-1)
- c. Local Agency Payment Bond (Page B-2)
- d. Certificate of Insurance

OAK STREET IMPROVEMENTS
STPUS 9202(001)

PROPOSAL

City of Okanogan
120 Third Avenue North
Okanogan, Washington 98840

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a certified check, bank draft, cashier's check or Proposal bond made payable to the Contract Agency is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Contract Agency an amount equal to five percent of the amount bid.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 45 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Contract Agency reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization	1 LS	\$ <u>25,000</u>	\$ <u>25,000</u>
2.	Minor Change	1 EST	\$10,000.00	\$10,000.00
3.	ADA Features Surveying	1 LS	\$ <u>550-</u>	\$ <u>550-</u>
4.	SPCC Plan	1 LS	\$ <u>500-</u>	\$ <u>500-</u>
5.	Project Temporary Traffic Control	1 LS	\$ <u>16,000-</u>	\$ <u>16,000-</u>
6.	Excavation, Embankment and Grading, Incl. Haul	480 CY	\$ <u>36-</u>	\$ <u>17,280-</u>
7.	Crushed Surfacing Base Course	390 TN	\$ <u>38-</u>	\$ <u>14,820-</u>
8.	Crushed Surfacing Top Course	250 TN	\$ <u>37-</u>	\$ <u>9,250-</u>
9.	Planing Bituminous Pavement	2,730 SY	\$ <u>4-</u>	\$ <u>10,920-</u>
10.	HMA Cl. 3/8" PG 64H-28	330 TN	\$ <u>180-</u>	\$ <u>59,400-</u>
11.	HMA for Pavement Repair Cl. 3/8" PG 64H-28	90 TN	\$ <u>230-</u>	\$ <u>20,700-</u>
12.	Adjust Manhole	3 EA	\$ <u>500-</u>	\$ <u>1,500-</u>
13.	Adjust Catch Basin	6 EA	\$ <u>400-</u> ER	\$ <u>2,400-</u>
14.	Trench Excavation Safety Systems	1 LS	\$ <u>5-</u>	\$ <u>5-</u>
15.	Adjust Valve Box	3 EA	\$ <u>425-</u>	\$ <u>1,275-</u>
16.	Adjust Meter Box	2 EA	\$ <u>560-</u>	\$ <u>1,120-</u>
17.	Erosion Control and Water Pollution Prevention	1 LS	\$ <u>700-</u>	\$ <u>700-</u>
18.	Top Soil Type A	6 CY	\$ <u>175-</u>	\$ <u>1,050-</u>

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	Seeding, Fertilizing and Mulching	40 SY	\$ <u>47⁻</u>	\$ <u>1,880⁻</u>
20.	Cement Conc. Traffic Curb & Gutter	680 LF	\$ <u>52⁻</u>	\$ <u>35,360⁻</u>
21.	Cement Conc. Driveway Entrance Type 1	20 SY	\$ <u>120⁻</u>	\$ <u>2,400⁻</u>
22.	Cement Conc. Driveway Entrance Type 2	200 SY	\$ <u>90⁻</u>	\$ <u>18,000⁻</u>
23.	Cement Conc. Sidewalk	460 SY	\$ <u>83⁵⁰</u>	\$ <u>38,410⁻</u>
24.	Cement Conc. Curb Ramp Type Parallel A	2 EA	\$ <u>2,800⁻</u>	\$ <u>5,600⁻</u>
25.	Cement Conc. Curb Ramp Type Perpendicular A	1 EA	\$ <u>3,000⁻</u>	\$ <u>3,000⁻</u>
26.	Illumination System	1 LS	\$ <u>76,000⁻</u>	\$ <u>76,000⁻</u>
27.	Permanent Signing	1 LS	\$ <u>3,100⁻</u>	\$ <u>3,100⁻</u>
28.	Pain Line	960 LF	\$ <u>1⁻</u>	\$ <u>960⁻</u>
29.	Painted Stop Line	70 LF	\$ <u>3²⁵</u>	\$ <u>227⁵⁰</u>
30.	Painted Crosswalk Line	440 SF	\$ <u>3⁻</u>	\$ <u>1,320⁻</u>
31.	Painted Traffic Arrow	1 EA	\$ <u>375⁻</u>	\$ <u>375⁻</u>
32.	Temporary Pavement Marking – Short Duration	960 LF	\$ <u>1⁻</u>	\$ <u>960⁻</u>

Subtotal:\$ 380,106²⁵Washington State Sales Tax (0% Per W.S. Revenue Rule 171):.....\$ 0.00TOTAL CONSTRUCTION COST:\$ 380,106²⁵**Note: A bid must be received on all items. If any unit prices or extensions are left blank, they will be entered as \$0.00.**

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: RUDNICK AND SONS LLC

Address: 61 EAST DRY COULEE ROAD, OKANOGAN, WA 98846

Telephone No. 509-979-7423 Fax No. _____

Contact Person for this Project: BRANDON RUDNICK

E-mail: RUDNICKSONS@GMAIL.COM

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

5 YEARS

Gross dollar amount of work currently under contract: 2.4 MIL.

Gross dollar amount of contracts currently not completed: 900,000.00

General character of work performed by firm: EXCAVATION

List of five major projects of a similar nature which have been completed by the Contractor within the last five years and the gross dollar amount of each project, together with the Contract Agency's name and telephone number, and the Engineer's name:

Project Name	Amount	Contract Agency	Phone	Engineer's Name
4 TH STREET	264,000	TONASKIET	509-328-6066	VERELA PERAZA
LOWER PINE STREET	280,000	OKANOGAN	509-453-4833	GANDOO
5 TH STREET SIDEWALK	259,000	OMAK	509-453-4833	GANDOO
TWISP OVERLAY	380,000	TWISP	541-969-7802	TIO ENGINEERING
CASCADE LOOP	224,000	TWISP	509-328-6066	VERELA

PROPOSAL - Continued

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

160 KOBELCO EXCAVATOR, 55 KOBELCO MINI EXCAVATOR
420 CAT BACKHOE, CAT SKID STEER, STEERING WATERTRUCK - 2000 GAL.
Bank Reference: BANNER BANK, MORGAN KING RLY, WENATCHEE

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

3 FOREMANS, 3, 4 AND 5 YEARS

Identify who will be the general superintendent and/or project superintendent on this project. Also, list the number of years each person identified has been with firm.

ADAM KEEN

Have you changed bonding companies within the last three years? NO

If so, why? _____

Have you ever been a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? NO

Identify the proceeding and parties and describe the claims asserted by all parties. _____

What was the disposition of the case? _____

Do you have any outstanding payments due to the Department of Revenue? NO

If yes, explain. _____

Bidder agrees that the Contract Agency shall have the right to obtain credit reports.

X
Yes No

PROPOSAL - Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount
TRAFFIC CONTROL	16000
EXCAVATION	30000
TOP SOIL	
SEEDING	
SEED UNDER DRAIN GRILL	
1 1/2" ROUN	
5/8" TOP CORNERS	
PERM SIGNAGE	

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is 689-664-00 ;
Dept. of Licensing Contractor's Registration No. is RUDNISC820 maw ;
Unified Business Identifier Number is 604-220-164 ;
Excise Tax Registration Number is 83-0718444 ; and
Employment Security Account Number is 000414221003 .

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

PROPOSAL - Continued

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL - Continued

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Oak Street Improvements

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Work to be performed

Neppol Electric & Controls, LLC
Street Lighting / Illumination Systems

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

Subcontractor Name

Work to be performed

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A
Revised 06/2020

PROPOSAL - Continued



**Washington State
Department of Transportation**

**Disadvantaged Business Enterprise
(DBE) Bid Item Breakdown Form**

1. Contract Number TA-7352	2. Contract Name Oak Street Improvements
3. Prime Contractor Rudnick and Sons	4. Prime Contractor Representative Name Brandon Rudnick
5. Prime Contractor Representative Phone Number 509-879-7423	6. Prime Contractor Representative Email

Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Column 3 Full/Partial (See Instructions)	Column 4 Quantity (See Instructions)	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8 Dollar Amount to be Applied Towards Goal (See Instructions)
Neppel Electric	26	Full	1	Illumination System	59,800	\$9,800	59,800
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
Subtotal:						\$ 0.00	\$ 0.00
TOTAL UDBE Dollar Amount:						\$ 0.00	\$ 0.00

59,800

PROPOSAL - Continued

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

PROPOSAL - Continued



**Washington State
Department of Transportation**

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3. The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.**

Box 1: _____ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2

[illegible]

Disadvantaged Business Enterprise	9%
Condition of Award Contract Goal	Box 3

Total DBE Commitment Dollar Amount 59,300
Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

PROPOSAL - Continued

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
 - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal. See Note 1, Note 2, Note 3. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four. See Note 1, Note 2, Note 3, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder may only claim 50% of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder may only claim 60% of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

Note 3: For Work sublet to a Broker the bidder may only claim the fees paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee \%}) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. This value must equal or exceed the COA Contract goal amount written in Box 3 or;

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the Disadvantaged Business Enterprise Participation specification in the Contract for more information.

PROPOSAL - Continued



Washington State
Department of Transportation

**Disadvantaged Business Enterprise
(DBE) Trucking Credit Form**

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal.
Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name 0
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email	Date	

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email	Date	

PROPOSAL - Continued

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

PROPOSAL - Continued



Washington State
Department of Transportation

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

**THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.**

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: Oak Street Improvements

Bidder's Business Name: Rudnick & Sons LLC

DBE's Business Name: Neppel Electric & Controls, LLC

Description of DBE's Work: Item #26 Illumination

Dollar Amount to be Applied Towards DBE Goal: \$59,800.00

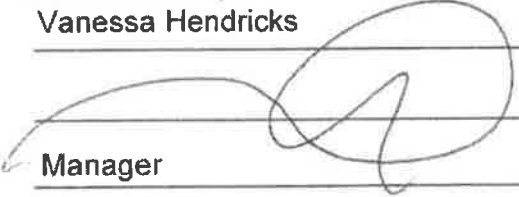
Dollar Amount to be Subcontracted to DBE*:

*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): Vanessa Hendricks

Signature: 

Title: Manager

Address: 1415 Wheeler Rd. Date: 11/08/2023

Moses Lake, WA

PROPOSAL - Continued



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 4, 2023, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

RUDNICK AND SONS LLC
Bidder's Business Name

B. Rudnick
Signature of Authorized Official*

BRANDON RUDNICK
Printed Name

VICE PRESIDENT
Title

11-4-2023 OKANOGAN
Date City

WA
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒ LLC

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PROPOSAL - Continued

Local Agency Proposal –

Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contain herein.

A proposed guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	☐	In the Amount of _____
Cashier's Check	☐	_____ Dollars
Certified Check	☐	(\$ _____) Payable to the City of Okanogan
Proposal Bond	☒	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1, 2 & 3

Signature of Authorized Official(s)

Proposal Must Be Signed →

B. Rudnick
C. Rudnick

Firm Name

RUDNICK AND SONS LLC

Address

61 EAST DRY COWLEE RD
OKANOGAN, WA 98846

State of Washington Contractor's License No. RUDNISL820M W

Federal ID No 83-0718444

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Okanogan will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

PROPOSAL - Continued

Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we, Rudnick & Sons LLC

of Okanogan as principal, and the Merchants National Bonding, Inc.
a corporation duly organized under the laws of the State of ~~Washington~~ ^{Iowa}, and authorized to do business in
the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full
and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work
hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents. The condition of this
bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the
following highway construction, to wit:

Oak Street Improvements


said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be
awarded to said principal, and if said principal shall duly make and enter into and execute said contract
and shall furnish bond as required by Town the within a period of twenty (20) days from and after said
award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall
remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed
and sealed this 8th day of November, 2023.

Rudnick & Sons LLC


(Principal)

Merchants National Bonding, Inc.

(Surety)


Theresa A. Lamb, (Attorney-in-fact)

DOT Form 272-001A EF
07/2011

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andy D Prill; Chad M Epple; Dana Brown; Daniel Keen; Dean R Young; Emma C Doleshel; Heather L Allen; Jennifer Schultz; Jim S Kuich; Jim W Doyle; Michael A Murphy; Natalie C Chau; S M Scott; Steve Wagner; Theresa A Lamb

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of April, 2023.



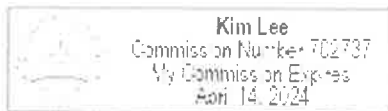
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of April, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of November, 2023.



William Warner Jr.
Secretary

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Rudnick & Sons LLC

of Okanogan as principal, and the Merchants National Bonding, Inc.

a corporation duly organized under the laws of the state of Iowa,
and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF OKANOGAN** in the full
and penal sum of five percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

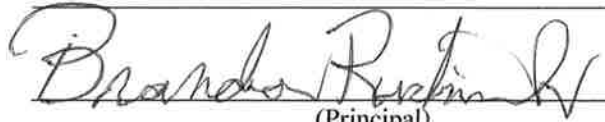
OAK STREET IMPROVEMENTS

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF OKANOGAN** within
a period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this 8th day of November, 2023.

Rudnick & Sons LLC


(Principal)

Merchants National Bonding, Inc.

(Surety)


Theresa A. Lamb (Attorney-in-fact)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andy D Prill; Chad M Epple; Dana Brown; Daniel Keen; Dean R Young; Emma C Doleshel; Heather L Allen; Jennifer Schultz; Jim S Kuich; Jim W Doyle; Michael A Murphy; Natalie C Chau; S M Scott; Steve Wagner; Theresa A Lamb

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of April, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 17th day of April, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of November, 2023.



William Warner Jr.
Secretary

MEMORANDUM

To: Okanogan City Council, and Mayor Turner

From: Shawn Davisson, Director of Public Works

Date: November 17, 2023

Subject: Contract Award Oak Street Improvements Project

On November 8, 2023 a bid opening was conducted by Gray & Osborne, Inc. on behalf of the City of Okanogan for the subject project. Six bids were received; the lowest responsive bidder (\$380,062.50) Rudnick & Sons LLC is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to perform the work the project will require.

Based on Gray & Osborne Inc.'s assessment it is proposed the City of Okanogan award Rudnick & Sons LLC the Oak Street Improvements project.

Suggested Motion: I move that the City of Okanogan award the Oak Street Improvements project to Rudnick & Sons LLC contingent on funding agency approval.



November 17, 2023

Ms. Jessica Blake
Clerk-Treasurer
City of Okanogan
120 3rd Avenue North
Okanogan, Washington 98840

SUBJECT: REVIEW OF BIDS, OAK STREET IMPROVMENTS
CITY OF OKANOGAN, OKANOGAN COUNTY, WASHINGTON
G&O #22856

Dear Ms. Blake:

On Wednesday, November 8, 2023, the City of Okanogan received 6 responsive bids for the Oak Street Improvements. The responsive bids ranged from \$380,062.50 to \$622,129.50. The Engineer's Estimate was \$427,500.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1. Rudnick & Sons, LLC (Okanogan, Washington)\$380,062.50
Engineer's Estimate.....\$427,500.00
2. Selland Construction, Inc. (Wenatchee, Washington)\$461,467.51
3. Burley Products, Inc. (Post Falls, Idaho)\$480,160.00
4. Pipkin Inc. (Wenatchee, Washington)\$535,320.00
5. KRCI, LLC (East Wenatchee, Washington).....\$580,782.50
6. Granite Construction Company (Wenatchee, Washington).....\$622,129.50

The lowest responsive bidder, Rudnick & Sons, LLC, of Okanogan, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Rudnick & Sons, LLC, of Okanogan, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.



Ms. Jessica Blake
November 17, 2023
Page 2

Based on our evaluation, we recommend that the project be awarded contingent on funding agency approval to the lowest responsive, responsible bidder:

Rudnick & Sons, LLC
61 East Dry Coulee Road
Okanogan, Washington 98840

Please contact us if you have any questions and/or require additional information.

Sincerely,

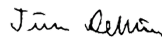
GRAY & OSBORNE, INC.

A handwritten signature in black ink, appearing to read 'Tim DeVries'. The signature is fluid and cursive, written in a professional style.

Tim DeVries, P.E.

TDV/cah
Encl.

cc: Mr. Brian Pearson, P.E., Local Programs Engineer, WSDOT North Central Region

	BIDDER			ENGINEER'S ESTIMATE		RUDNICK & SONS, LLC		SELLAND CONSTRUCTION, INC.		BURLY PRODUCTS INC., DBA JR CONSTRUCTION		PIPKIN INC., DBA PIPKIN CONSTRUCTION		KRCL, LLC		GRANITE CONSTRUCTION COMPANY	
	BIDDER ADDRESS					61 East Dry Coulee Road Okanogan, WA 98840		P.O. Box 119 Wenatchee, WA 98807		3999 St. Joe Avenue Post Falls, ID 83854		P.O. Box 3181 Wenatchee, WA 98807		125 S.E. McGee Street East Wenatchee, WA 98802		323 North Miller St. Wenatchee, WA 98801	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					689,664-00		348,394-04		910,542-00		879,334-00		110,251-00		572,672-04	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					RUDNISL820MW		SELLAC*372NO		JRCONC*812QK		PIPKIC*066JA		KRCILL*943DZ		GRANICC916DL	
	BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Mobilization	1 LS	\$39,000.00	\$39,000.00	\$25,000.00	\$25,000.00	\$16,250.00	\$16,250.00	\$40,000.00	\$40,000.00	\$63,000.00	\$63,000.00	\$50,000.00	\$50,000.00	\$60,500.00	\$60,500.00	
2	Minor Change	1 EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
3	ADA Features Surveying	1 LS	\$2,500.00	\$2,500.00	\$550.00	\$550.00	\$680.00	\$680.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	
4	SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$600.00	\$600.00	\$500.00	\$500.00	
5	Project Temporary Traffic Control	1 LS	\$30,000.00	\$30,000.00	\$16,000.00	\$16,000.00	\$43,000.00	\$43,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$52,400.00	\$52,400.00	\$95,500.00	\$95,500.00	
6	Excavation, Embankment and Grading, Incl. Haul	480 CY	\$80.00	\$38,400.00	\$36.00	\$17,280.00	\$110.00	\$52,800.00	\$40.00	\$19,200.00	\$110.00	\$52,800.00	\$80.00	\$38,400.00	\$185.00	\$88,800.00	
7	Crushed Surfacing Base Course	390 TN	\$60.00	\$23,400.00	\$38.00	\$14,820.00	\$42.00	\$16,380.00	\$36.00	\$14,040.00	\$30.00	\$11,700.00	\$60.00	\$23,400.00	\$65.00	\$25,350.00	
8	Crushed Surfacing Top Course	250 TN	\$60.00	\$15,000.00	\$37.00	\$9,250.00	\$205.00	\$51,250.00	\$37.00	\$9,250.00	\$125.00	\$31,250.00	\$90.00	\$22,500.00	\$160.00	\$40,000.00	
9	Planing Bituminous Pavement	2,730 SY	\$5.00	\$13,650.00	\$4.00	\$10,920.00	\$5.50	\$15,015.00	\$9.00	\$24,570.00	\$8.00	\$21,840.00	\$7.00	\$19,110.00	\$5.15	\$14,059.50	
10	HMA Cl. 3/8" PG 64H-28	330 TN	\$150.00	\$49,500.00	\$180.00	\$59,400.00	\$180.00	\$59,400.00	\$190.00	\$62,700.00	\$170.00	\$56,100.00	\$208.00	\$68,640.00	\$210.00	\$69,300.00	
11	HMA for Pavement Repair Cl. 38" PG 64H-28	90 TN	\$200.00	\$18,000.00	\$230.00	\$20,700.00	\$230.00	\$20,700.00	\$190.00	\$17,100.00	\$215.00	\$19,350.00	\$275.00	\$24,750.00	\$305.00	\$27,450.00	
12	Adjust Manhole	3 EA	\$800.00	\$2,400.00	\$500.00	\$1,500.00	\$850.00	\$2,550.00	\$400.00	\$1,200.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$2,500.00	\$7,500.00	
13	Adjust Catch Basin	6 EA	\$800.00	\$4,800.00	\$400.00	\$2,400.00	\$1,300.00	\$7,800.00	\$400.00	\$2,400.00	\$1,000.00	\$6,000.00	\$1,450.00	\$8,700.00	\$1,500.00	\$9,000.00	
14	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$5.00	\$5.00	\$0.01	\$0.01	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$600.00	\$600.00	\$500.00	\$500.00	
15	Adjust Valve Box	3 EA	\$800.00	\$2,400.00	\$425.00	\$1,275.00	\$600.00	\$1,800.00	\$300.00	\$900.00	\$1,500.00	\$4,500.00	\$925.00	\$2,775.00	\$950.00	\$2,850.00	
16	Adjust Meter Box	2 EA	\$600.00	\$1,200.00	\$560.00	\$1,120.00	\$850.00	\$1,700.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00	
17	Erosion Control and Water Pollution Prevention	1 LS	\$1,400.00	\$1,400.00	\$700.00	\$700.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$750.00	\$750.00	
18	Top Soil Type A	6 CY	\$80.00	\$480.00	\$175.00	\$1,050.00	\$150.00	\$900.00	\$100.00	\$600.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00	\$600.00	\$3,600.00	
19	Seeding, Fertilizing and Mulching	40 SY	\$20.00	\$800.00	\$47.00	\$1,880.00	\$20.00	\$800.00	\$20.00	\$800.00	\$55.00	\$2,200.00	\$150.00	\$6,000.00	\$24.25	\$970.00	
20	Cement Conc. Traffic Curb & Gutter	680 LF	\$50.00	\$34,000.00	\$52.00	\$35,360.00	\$50.25	\$34,170.00	\$55.00	\$37,400.00	\$50.00	\$34,000.00	\$61.00	\$41,480.00	\$45.00	\$30,600.00	
21	Cement Conc. Driveway Entrance Type 1	20 SY	\$100.00	\$2,000.00	\$120.00	\$2,400.00	\$105.00	\$2,100.00	\$90.00	\$1,800.00	\$240.00	\$4,800.00	\$250.00	\$5,000.00	\$75.00	\$1,500.00	
22	Cement Conc. Driveway Entrance Type 2	200 SY	\$100.00	\$20,000.00	\$90.00	\$18,000.00	\$105.00	\$21,000.00	\$90.00	\$18,000.00	\$160.00	\$32,000.00	\$175.00	\$35,000.00	\$75.00	\$15,000.00	
23	Cement Conc. Sidewalk	460 SY	\$80.00	\$36,800.00	\$83.50	\$38,410.00	\$84.00	\$38,640.00	\$81.00	\$37,260.00	\$96.00	\$44,160.00	\$110.00	\$50,600.00	\$64.00	\$29,440.00	
24	Cement Conc. Curb Ramp Type Parallel A	2 EA	\$3,000.00	\$6,000.00	\$2,800.00	\$5,600.00	\$2,075.00	\$4,150.00	\$2,500.00	\$5,000.00	\$6,500.00	\$13,000.00	\$4,500.00	\$9,000.00	\$1,800.00	\$3,600.00	
25	Cement Conc. Curb Ramp Type Perpendicular A	1 EA	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$4,200.00	\$4,200.00	\$1,800.00	\$1,800.00	
26	Illumination System	1 LS	\$60,000.00	\$60,000.00	\$76,000.00	\$76,000.00	\$44,000.00	\$44,000.00	\$125,000.00	\$125,000.00	\$51,000.00	\$51,000.00	\$79,000.00	\$79,000.00	\$59,800.00	\$59,800.00	
27	Permanent Signing	1 LS	\$2,510.00	\$2,510.00	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$5,400.00	\$5,400.00	
28	Paint Line	960 LF	\$3.00	\$2,880.00	\$1.00	\$960.00	\$3.30	\$3,168.00	\$3.00	\$2,880.00	\$3.25	\$3,120.00	\$3.50	\$3,360.00	\$3.00	\$2,880.00	
29	Painted Stop Line	70 LF	\$10.00	\$700.00	\$3.25	\$227.50	\$6.25	\$437.50	\$10.00	\$700.00	\$7.00	\$490.00	\$7.25	\$507.50	\$6.00	\$420.00	
30	Painted Crosswalk Line	440 SF	\$8.00	\$3,520.00	\$3.00	\$1,320.00	\$4.25	\$1,870.00	\$6.00	\$2,640.00	\$4.25	\$1,870.00	\$5.00	\$2,200.00	\$4.00	\$1,760.00	
31	Painted Traffic Arrow	1 EA	\$200.00	\$200.00	\$375.00	\$375.00	\$425.00	\$425.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$400.00	\$400.00	
32	Temporary Pavement Marking - Short Duration	960 LF	\$1.00	\$960.00	\$1.00	\$960.00	\$1.70	\$1,632.00	\$2.00	\$1,920.00	\$1.50	\$1,440.00	\$3.50	\$3,360.00	\$2.50	\$2,400.00	
	Subtotal			\$427,500.00		\$380,062.50		\$461,467.51		\$480,160.00		\$535,320.00		\$580,782.50		\$622,129.50	
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	TOTAL CONSTRUCTION COST			\$427,500.00		\$380,062.50		\$461,467.51		\$480,160.00		\$535,320.00		\$580,782.50		\$622,129.50	
	Sealed bids were opened at the City of Okanogan, 120 Third Avenue North, Okanogan, Washington 98840 on Wednesday, November 8, 2023, at 11:00:59 p.m. (local time).																
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.																
																	
	TIM DEVRIES, P.E.																

DATE: 11/2023
DRAWN: CH
CHECKED: TD
APPROVED: TD

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Okanogan/Oak Street Improvements	Project Number: 22856
Bidder's Business Name: Rudnick & Sons	Bid Submittal Deadline: 11:00:59 a.m. 11/8/2023
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number: RUDNISL820MW	Status: Active: Yes ☒ No ☐
Effective Date (must be effective on or before Bid Submittal Deadline): 07/16/2018	Expiration Date: 07/16/2024
Current UBI Number	
https://secure.lni.wa.gov/verify/	
UBI Number: 604220166	Account: Open ☒ Closed ☐
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number: 689,664-00	Account Current: Yes ☒ No ☐
Employment Security Department Number	
Employment Security Department Number: 000814221003	
• Has Bidder provided account number on the Bid Form? Yes ☒ No ☐ • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes ☐ No ☒	
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/	
Tax Registration Number: 83-0718444	Account: Open ☒ Closed ☐
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal for Required Clause or Signed Certification Form) Yes ☒ No ☐	
Not Disqualified from Bidding	
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☒	
Public Works Requirements Training	
https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement ☒ Has Completed Training ☒ Has Not Completed Training ☐	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes ☐ No ☒	
Checked by:	
Name: Tim DeVries, P.E.	Date: 11/9/2023

Contractors

RUDNICK & SONS LLC

Owner or tradesperson

Principals
RUDNICK, BRANDON
MICHAEL, PARTNER/MEMBER
Doing business as
RUDNICK & SONS LLC

645 Valley Mall Pkwy
Ste 200
E Wenatchee, WA 98802
509-824-6227
DOUGLAS County

WA UBI No.
604 220 166

Business type
Limited Liability Company

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

RUDNISL820MW

Effective — expiration

07/16/2018— 07/16/2024

Bond

Western Surety Co

\$12,000.00

Bond account no.

63664874

Received by L&I

07/16/2018

Effective date

06/01/2018

Expiration date

Until Canceled

Insurance

Liberty Mutual Ins Co

\$1,000,000.00

Policy no.

BKS58866055

Received by L&I

03/30/2023

Effective date

06/01/2018

Expiration date

06/01/2024

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

Women Business Enterprise (WBE)

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

Account is current.

689,664-00

Doing business as

RUDNICK & SONS LLC

Estimated workers reported

Quarter 3 of Year 2023 "11 to 20 Workers"

L&I account contact

T5 / BETTY WHALIN (360) 902-5137 - Email: VABE235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Completed the training on 1/28/2020

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



Home Search Data Bank Data Services Help

< Core Data



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

RUDNICK & SONS LLC Active Registration

Unique Entity ID CAGE/NCAGE
SFTCFN2X8EE9 8QF36

Expiration Date
Apr 18, 2024

Physical Address Mailing Address

61 E Dry Coulee RD
Okanogan, Washington
98840-8208, United States

All Awards

Version

Current Record

BUSINESS INFORMATION

URL
(blank)

Division Number
(blank)

State/Country of
Incorporation
**Washington, United
States**

Registration Dates

Initial Registration
Date

Sep 4, 2020

Apr 19, 2023

CAGE Legal Business Name

(blank) (blank)

(blank) (blank)

Entity Dates

Fiscal Year End Close
Date

Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to [USAspending.gov](https://www.usaspending.gov) for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Limited Liability Company

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset 
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 8QF36

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Ceinwyn Rudnick, CFO

Address
61 E Dry Coulee RD
Okanogan, Washington 98840
United States

Government Business

Primary Point of Contact

Ceinwyn Rudnick, CFO

Address
61 E Dry Coulee RD
Okanogan, Washington 98840
United States

[Feedback](#)

Our Website

[About This Site](#)[Our Community](#)[Release Notes](#)[System Alerts](#)

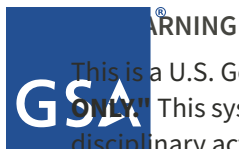
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SAM.gov

An official website of the U.S. General Services Administration

**CITY OF OKANOGAN
COUNCIL MINUTES
November 7, 2023**

CALL TO ORDER

The Regular Meeting of the Okanogan City Council was called to order by Mayor Turner at 7:00 p.m.

OPEN RECORD PUBLIC HEARING: Ordinance No. 1226 - 2024 Budget

Mayor Turner opened the Public Hearing at 7:01p.m. by stating the purpose of the hearing is to take relevant testimony on the City's 2024 Proposed Budget.

Mayor Turner provided for any challenges to the Council's jurisdiction. There were none stated.

Mayor Turner provided the opportunity for the disclosure of any conflicts of interest or appearance of fairness issues or disclose any pertinent information. There was none stated.

Mayor Turner provided the opportunity for the disclosure of any ex-parte communication, such that everyone will have the benefit of the information. There were none stated.

Mayor Turner asked if there was anyone present who wished to challenge any of the Council, or himself as the Hearing Chairman, for conflicts of interest or appearance of fairness issues in conducting this hearing. There were none stated.

Mayor Turner opened the testimony portion of the hearing at 7:02 p.m. with the presentation of the Staff Report and then will provide for any Petitioners who desires to speak the opportunity, then those who signed in the opportunity to present testimony and then anyone present to present testimony, stating your name and address clearly please. There was no public present.

Mayor Turner asked for Staff to provide a Staff Report. Clerk-Treasurer Blake provided the Staff Report and reviewed the information provided to the council.

Mayor Turner provided an opportunity for the Council to ask direct questions. There were none stated.

Mayor Turner provided an opportunity for Petitioners and Staff to rebut. There were no Petitioners and no Staff rebuttal offered.

Mayor Turner provided the opportunity for discussion amongst the Council. There was none.

Mayor Turner closed the hearing portion of the meeting at 7:03 p.m. and stated that during the business portion of the meeting the Council may discuss the ordinance.

The following were:

Present: Mayor Wayne L. Turner Councilmembers: Lisa Bauer, Robert Gillespie, John Lyles, Greg Oyler, Eric Lind Sr., and Denise Varner.

Also Present: Clerk/Treasurer Jessica Blake, Deputy Clerk/Treasurer Susan Stewart, Public Works Director Shawn Davisson, Fire Chief Brad Armstrong, and Building Official/Permit Administrator Bryan Forbus.

Excused: Robert Chilcote

Mayor Turner announced Councilmember Chilcote contacted him and asked to be excused due to preparing for a medical procedure tomorrow.

Bauer moved, seconded by Lind to excuse Chilcote. Seeing no objections raised, Chilcote will be excused.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mayor Turner asked if there were any changes to the Agenda or Consent Agenda. Gillespie moved, seconded by Varner to approve the Agenda and Consent Agenda as presented. Mayor Turner asked if there were any objections to the motion. Seeing no objection raised, the motion passed without objection.

EXCUSE COUNCILMEMBERS

There were no pre-excused Councilmembers on the Agenda or Consent Agenda.

APPROVAL OF MINUTES

The Minutes of the Regularly Scheduled Council Meeting of October 17, 2023 were approved with passage of the Consent Agenda.

APPROVAL OF VOUCHERS

Claims Vouchers numbered 53979 through 54034 dated November 7, 2023 in the amount of \$354,691.41, a Debit Card Transaction dated October 10, 2023 in the amount of \$75.00, and a Debit Card Transaction dated October 7, 2023 in the amount of \$160.59, Payroll Checks numbered 53909 through 53923 and 53963 through 53978 and two direct deposit runs in the amount of \$126,225.87 were approved with the Consent Agenda.

PUBLIC COMMENT

Mayor Turner opened the floor for Public Comment. Seeing none offered, Public Comment was closed.

DEPARTMENT HEAD REPORTS

Public Works Director Davisson submitted a written report and in addition announced the following:

- ❖ The pavement preservation project has been suspended for the season
- ❖ Monitoring process on the airport pilot's lounge/hangar demolition which is now complete
- ❖ The airport fencing project has been completed
- ❖ Corey Christie has completed CDL training
- ❖ Performing winter equipment maintenance and repairs
- ❖ Attended IACC Conference in Wenatchee

Fire Chief Armstrong submitted a written report and had nothing further to add.

Clerk's Office submitted a written report and in addition announced the following:

- ❖ Deputy Clerk-Treasurer Stewart attended the Development Committee and Volunteer Firefighters Board of Trustees Meeting in her place.

Okanogan County Sheriff's Office submitted a written report.

Building Official/Permit Administrator Forbus reported the following:

- ❖ 5 new permits issued for small projects since the last Council Report
- ❖ Working with Okanogan County Sheriff's Office on the Substantial Development within the Shoreline Permits for the County Morgue Project

COMMITTEE REPORTS

Development & Physical Facilities Committee Report

Chairman Lyles reported the Development & Physical Facilities Committee met on Thursday, November 2nd to discuss annexation requests from Okanogan County and the Okanogan Senior Citizens Center. Those in attendance were Committee Chair John Lyles, Committee Member Robert Gillespie, Mayor Wayne L. Turner, and staff members Chris Johnson and Susan Stewart. Those present reviewed the requested annexations and discussed the process and potential additional annexations. The Committee and Mayor agree with the requests for annexation and support moving the process forward. Planner

Chris Johnson will prepare the Ordinance for Council approval and present it at a later date.

UNFINISHED BUSINESS

Ordinance No. 1224 Ad Valorem 1% Property Tax Increase for 2024 -2nd Reading

Mayor Turner introduced Ordinance No. 1224: Ad Valorem 1% Property Tax Increase for 2024 for a 2nd Reading.

Varner moved, seconded by Lyles to adopt Ordinance No. 1224.

There was no discussion.

Ayes: Lind, Sr., Bauer, Varner, Gillespie, Lyles, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

Ordinance No. 1225 2024 Fee Schedule – 2nd Reading

Clerk-Treasurer Blake introduced Ordinance No. 1225: 2024 Fee Schedule.

Lind, Sr. moved, seconded by Bauer to adopt Ordinance No. 1225.

There was no discussion.

Ayes: Gillespie, Lyles, Lind, Sr., Varner, Bauer, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

NEW BUSINESS

Ordinance No. 1226 2024 Budget – 1st Reading

Mayor Turner introduced Ordinance No. 1226 2024 Budget – 1st Reading.

Lyles moved, seconded by Varner to advance Ordinance No. 1226 to the November 21st, 2023 Regular Council Meeting for a second reading.

Mayor Turner asked if there were any objections to the motion. Seeing none raised, the motion passed without objection.

Resolution No. 2023-04 -Sole Source Fuel

Clerk-Treasurer Blake introduced Resolution No. 2023-04-Sole Source Fuel.

Oyler moved, seconded by Bauer to approve Resolution No. 2023-04.

There was a brief discussion.

Ayes: Varner, Gillespie, Lyles, Lind, Sr., Bauer, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

2024 Petroleum Services Award to Whitley Fuel

Clerk-Treasurer Blake introduced 2024 Petroleum Services Award to Whitley Fuel, LLC.

Lind, Sr., moved, seconded by Varner that the City of Okanogan award Whitley Fuel, LLC, the Petroleum Products contract for fiscal year 2024.

There was a brief discussion.

Ayes: Lyles, Bauer, Oyler, Varner, Gillespie, and Lind, Sr.

Noes: None

Motion carried: 6 Ayes: 0 Noes

Resolution No. 2023-05 Charter Franchise Resolution- 1st Reading

Clerk-Treasurer Blake introduced Resolution No. 2023-05 Charter Franchise Resolution 1st Reading.

Gillespie moved, seconded by Lind, Sr., to advance Resolution No. 2023-05 to the November 21st, 2023 Regular Council Meeting for a second reading.

There was a brief discussion.

Mayor Turner asked if there were any objections to the motion. Seeing none offered, the motion passed without objection.

Library Building Use and Maintenance Agreement

Clerk-Treasurer Blake introduced renewal of the Library Building Use and Maintenance Agreement.

Varner moved, seconded by Lyles to approve the proposed Building Use and Maintenance Agreement provided by the North Central Regional Library and authorize Mayor Turner to sign the agreement.
There was a brief discussion.

Ayes: Lind, Sr., Bauer, Lyles, Varner, Gillespie, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

A-1 Asbestos Project Completion

Mayor Turner introduced the A-1 Asbestos Project Completion.

Oyler moved, seconded by Lind, Sr., that the City accept the A1 Asbestos abatement project as complete and direct staff to close out this project.

There was a brief discussion.

Ayes: Bauer, Gillespie, Lyles, Lind, Sr., Oyler, and Varner

Noes: None

Motion carried: 6 Ayes: 0 Noes

4th Ave Pavement Repair Project Completion

Mayor Turner introduced the 4th Avenue Pavement Repair Project Completion.

Lind, Sr., moved, seconded by Bauer that the City accept the North 4th Avenue repaving project as complete and direct staff to close out this project.

There was a brief discussion.

Ayes: Oyler, Varner, Gillespie, Bauer, Lyles, and Lind, Sr.

Noes: None

Motion carried: 6 Ayes: 0 Noes

Ellensburg Fence Airport Fence Project Completion

Mayor Turner introduced the Airport Fence replacement Project Completion.

Lyles moved, seconded by Varner that the City accept the Airport Fence replacement project as complete and direct staff to close out this project.

There was a brief discussion.

Ayes: Lind, Sr., Bauer, Varner, Gillespie, Lyles, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

Quadiant Postage Meter Rental Agreement

Clerk-Treasurer Blake introduced the Quadiant Postage Meter Rental Agreement.

Bauer moved, seconded by Gillespie to approve the Postage Meter Rental Agreement and authorize Mayor Turner to sign the agreement.

There was a brief discussion.

Ayes: Lyles, Lind, Sr., Varner, Bauer, Oyler, and Gillespie

Noes: None

Motion carried: 6 Ayes: 0 Noes

Department of Revenue Business Licensing Services Agreement

Clerk-Treasurer Blake introduced the Department of Revenue Business Licensing Services Agreement.

Lind, Sr., moved, seconded by Bauer to approve the Business Licensing Services Agreement and authorize Mayor Turner to sign the agreement.

There was a brief discussion.

Ayes: Lind, Sr., Bauer, Varner, Gillespie, Lyles, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

Public Works Board Construction Loan Award Acceptance – 3rd Ave Utility Improvements

Clerk-Treasurer Blake introduced the Public Works Board Construction Loan Award Acceptance.

Bauer moved, seconded by Varner to approve the Public Works Board Construction Loan award for 3rd Ave Utility Improvements and authorize Mayor Turner to sign the necessary contract documents.

There was a brief discussion.

Ayes: Bauer, Oyler, Gillespie, Lyles, Lind, Sr., and Varner

Noes: None

Motion carried: 6 Ayes: 0 Noes

Airport Demo Project Completion

Clerk-Treasurer Blake introduced the Airport Demo Project Completion.

Lind moved, seconded by Lyles to accept the Airport Hangar/Pilots Lounge Demo Project as complete and direct staff to close out this project.

There was a brief discussion.

Ayes: Gillespie, Lyles, Lind, Sr., Varner, Bauer, and Oyler

Noes: None

Motion carried: 6 Ayes: 0 Noes

PUBLIC COMMENT

Mayor Turner opened the floor and invited Public Comment. Seeing none offered, Public Comment was closed.

COUNCILMEMBER'S COMMENT

Varner announced November 29th 2023 at 5:30 is the Farm Lights Parade come down and support your community, there will be free hot dogs and hot cocoa at Rawsons.

MAYOR'S REPORT

Mayor Turner announced the following:

Planner Johnson, Building Official Forbus, and him participated in a virtual meeting with Washington State Patrol regarding their desire to conduct some updates to their property on Patrol Street, they have an easement across City of Okanogan real property, Planner is in discussions with the State Patrol and Pape' to rewrite the easement and to protect the city wellhead.

May be attending meetings remotely for December 2023 – January 2024.

ADJOURNMENT

There being no further business before the Council, the Meeting was adjourned at 7:43 p.m.

Minutes taken and prepared by Deputy Clerk-Treasurer Susan Stewart

APPROVED:

Wayne L. Turner, Mayor

ATTEST:

Jessica Blake, Clerk Treasurer