
AGENDA
OMAK CITY COUNCIL MEETING
ZOOM Meeting
Monday, November 15, 2021 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS





D. CORRESPONDENCE AND MAYOR'S REPORT

1. Affirm Appointment of Betty Cleveland to the Library Board

E. CONSENT AGENDA:

1. Approval of minutes from November 1, 2021 & November 8, 2021, Budget Workshop
2. Approval of Claims

F. NEW BUSINESS:

1. Alyssa Collins, Omak Branch Librarian
2. Sarah Grooms
3. Res. 56-2021 - Approve Extension of Planning Contract through 2022 – Highlands Associates 
4. Res. 57-2021 - Designate Official Newspaper for 2022 
5. Res. 58-2021 – Approve Agreement with Public Surplus Seller & PayMac, Inc. 
6. Res. 59-2021 – Approve Public Works Contract with Lees & Duke Excavating – House Cleanup 
7. Ord. 1908 – 1st Read – Adopting the Final 2022 Budget

G. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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

**The City of Omak is inviting you to a scheduled Zoom meeting
Monday, November 15th, 2021 @ 7:00pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/84549244151?pwd=YWkvUmFoYVRJUnJnVW9kV2RKQmpYdz09>

Meeting ID: 845 4924 4151

Passcode: 270878

One tap mobile

+12532158782,,84549244151#,,,,*270878# US (Tacoma)

+16699006833,,84549244151#,,,,*270878# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 845 4924 4151

Passcode: 270878

Find your local number: <https://us02web.zoom.us/j/84549244151?pwd=YWkvUmFoYVRJUnJnVW9kV2RKQmpYdz09>



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: November 15, 2021

Subject: Resolution 56-2021 – To Extend Highlands Associates Planning Contract

The attached Resolution No. 56-2021, A Resolution of the Omak City Council of the City of Omak Renewal of the Planning Agreement with Highlands Associates for 2022, is submitted for your review.

Kurt Danison of Highlands Associates has been providing planning and land use guidance to the City of Omak for more than 20 years. In 2019, Council approved Resolution 73-2019 which included amendments to staff time hourly rates and mileage rates. This Resolution is to extend that contract for 2022 and there are no context changes. If approved, the contract will terminate December 31, 2022.

I support this Resolution and request Council approval.

RESOLUTION NO. 56-2021

**RENEW THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HIGHLANDS ASSOCIATES AND THE CITY OF OMAK
FOR PROFESSIONAL PLANNING SERVICES IN 2022**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Professional Services Agreement for 2020, approved by Resolution 73-2019 on November 18, 2019, between the **CITY OF OMAK**, a municipal corporation and **KURT DANISON dba HIGHLANDS ASSOCIATES**, a private consultant; is hereby renewed with no context changes from January 1, 2022, through December 31, 2022, and at the continued rate of \$72.00 per hour plus 25% share in overhead costs. These services in 2022 are budgeted at \$29,500 with offsetting project revenue of \$12,500.

NOW, THEREFORE, BE IT RESOLVED, this resolution is approved, and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____ 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

COPY

COPY

RESOLUTION NO. 73-2019

**A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HIGHLANDS ASSOCIATES AND THE CITY OF OMAK FOR
PROFESSIONAL PLANNING SERVICES IN 2020**

WHEREAS, the City of Omak entered into a Professional Services Agreement with KURT DANISON dba HIGHLANDS ASSOCIATES for planning services in December of 2010, as approved by Resolution 81-2009; and,

WHEREAS, Resolution 81-2009 has been extended by Resolution annually since 2009; and

WHEREAS, the Compensation and Payments in Section 4, A were reviewed by the City of Omak and Highlands Associates; and

WHEREAS, Highlands Associates proposed an increase of \$2 for all staff time hourly rates, mileage 0.58/mile and no context changes, effective January 1, 2020 through December 31, 2020.


NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak that the 2010 agreement Compensation and Payments to the contract between the City of Omak and Highlands Associates is hereby amended, a copy of which is attached hereto as Exhibit is "A".

PASSED AND APPROVED this 18th day of November, 2019.

SIGNED:


Cindy Gagné, Mayor

ATTEST:


Connie Thomas, City Clerk

APPROVED AS TO FORM:


Michael Howe, City Attorney

**AGREEMENT BETWEEN THE
CITY OF OMAK AND
HIGHLANDS ASSOCIATES**

THIS AGREEMENT made and entered into by and between the City of Omak, hereinafter referred to as "CITY" and Kurt Danison, doing business as Highlands Associates hereinafter referred to as "CONSULTANT", witnesses that:

WHEREAS, CITY and CONSULTANT are desirous of entering into an agreement to formalize their relationship; and

WHEREAS, it would be beneficial to CITY to utilize CONSULTANT as an independent entity to accomplish the services set forth herein and such endeavor would tend to best accomplish the objectives of the local land use planning.

NOW THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. CONSULTANT'S Basic and Additional Services:

A. The CONSULTANT agrees to provide the CITY the following Basic Services:

- 1) Identifying and analyzing problems and recommending improvements to land use and environmental planning systems or practices that build the CITY's management capacity;
- 2) Provide assistance, advice and guidance to the CITY'S Planning Commission, City Council, Staff and Land Use Examiner, regarding land use permitting and current and long range planning issues (includes: annexations, long and short plats, variances, conditional uses, zoning and comprehensive plan map amendments, shoreline permits, intergovernmental coordination, geographic information system mapping, building permits and related permitting and land use approval processes).
- 3) Provide assistance for various transportation related projects.

B. Additional services, such as preparation of plan amendments, planning documents and grant requests, are beyond the CONSULTANT'S Basic Services. However, such services may be provided if confirmed in writing by the Mayor.

C. CONSULTANT agrees to provide its professional services in accordance with generally accepted standards of its profession.

2. CITY Responsibilities:

A. The CITY agrees to provide the CONSULTANT with all the information, surveys, comments, reports, and professional recommendations requested by the CONSULTANT in order to provide its professional services. CONSULTANT may reasonably rely on the accuracy and completeness of these items.

B. CITY agrees to provide the items described in Article 2.A. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the CONSULTANT'S services.

3. Agreement Period: The effective date of this Agreement shall be January 1, 2020. The termination date of this Agreement shall be December 31, 2020.

4. Compensation and Payments:

A. The CITY shall reimburse the CONSULTANT for the services described in Section 1 A above according to following rates unless otherwise agreed to by the CONSULTANT and CITY.

<u>Staff Time (hourly rate):</u>		<u>Direct Charges:</u>	
Principal Planner	\$72.00	Mileage	\$0.58/mile
Senior Associate Planner	\$62.00	Copies	\$0.10/each (single-side)
Associate Planner	\$57.00	Faxes	\$1.00/page
Assistant Planner	\$52.00	Telephone	at cost
Clerical	\$42.00	meals, lodging	at cost
Overhead/Profit/Indirect Rate	25%		

B. Additional Services: Additional services shall be billed at the same rates unless otherwise agreed to by the CONSULTANT and CITY.

C. The CONSULTANT shall prepare an invoice when requesting payment for services and, if appropriate, a statement indicating the type of Additional Services rendered including hours used and direct charges. The CITY shall, within 30 days of receipt of such invoice, remit a check to the CONSULTANT for the amount requested on the CONSULTANT'S invoice or statement unless otherwise agreed upon by both parties.

D. A service charge of 1.5% per month will be charged on all amounts due more than 30 days.

5. Evaluation and Monitoring:

A. The CONSULTANT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the CITY that is pertinent to the intent of this Agreement.

B. The CONSULTANT shall provide the CITY with a monthly statement of service rendered on or before the 10th day of the month, following the month in which the services were rendered. Said statement shall include an itemized listing of services rendered, the CONSULTANT name and title of who performed the service and the time allocated for said services.

C. The CITY or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the CITY or the State Auditor may deem necessary, all the CONSULTANT'S records with respect to all matters covered in this Agreement. Such representative shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three years from the date final payment is made hereunder.

6. Equal Employment Opportunity: The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

7. Modifications: The CONSULTANT and the CITY may, from time to time, request changes in the Basic Services or add Additional Services to the duties to be performed by the CONSULTANT. Any such changes that are mutually agreed upon by the CITY and the CONSULTANT shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

8. Assignment: The CONSULTANT shall not assign nor transfer any interest in this contract without the prior written consent and approval of the CITY.

9. Status of Consultant: The CONSULTANT is an independent contractor operating for its own account and is in no way and to no extent an employee or agent of the CITY. The CONSULTANT shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The CONSULTANT, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Agreement.

10. Records, Documents, And Reports: The CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all hourly charges and direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by CITY personnel and other personnel duly authorized by the CITY or the Office of the State Auditor. The CONSULTANT will retain all books, records, documents, and other material relevant to this Agreement for three years after expiration and the Office of the State Auditor, or any person duly authorized by the CITY shall have full access to and the right to examine any of said materials during said period.

11. Indemnity Agreement:

A. The CONSULTANT shall hold the CITY harmless from, and shall indemnify the CITY against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the CONSULTANT, its agents, employees or subcontractors, arising out of or in connection with the performance of this agreement.

B. The CONSULTANT shall be required to indemnify the CITY in those cases where damages have been caused by the concurrent negligence of the CITY and the CONSULTANT, its agents, employees or subcontractors. In those cases, the liability of the CONSULTANT for indemnifications shall be limited to that portion of the damages caused by the negligence of the CONSULTANT, its agents, employees or subcontractors.

C. The CONSULTANT has no duty to indemnify the CITY where damages were caused by the negligence of the CITY.

12. Special Provisions:

A. This Agreement is the entire and integrated agreement between the CITY and CONSULTANT and supercedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and CONSULTANT. Neither party may assign this Agreement without the other party's written permission.

B. Notwithstanding any other term in this Agreement, CONSULTANT shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

C. The parties agree that in the event a civil action is instituted by either party to enforce any of these terms and conditions of this agreement, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorneys fees in such suit or action and upon any appeal therefrom.

D. The CONSULTANT shall provide evidence of comprehensive general liability insurance, which includes but is not limited to, operations of the CONSULTANT, commercial general liability and blanket limited contractual liability with limits of not less than:

1) Comprehensive General Liability

Bodily Injury and/or Property Damage: \$1,000,000.00 each occurrence

2) Automobile Liability

Bodily Injury and/or Property Damage: \$300,000.00 each occurrence

The CITY shall be named as an additional insured as respects to this agreement. In conjunction therewith, the CONSULTANT shall furnish a certificate of such insurance to the CITY at the time of execution of this agreement.

3) Professional Liability

The CONSULTANT shall provide Professional Errors and Omissions Liability insurance, which shall provide coverage for any negligent professional acts, errors or omissions for which the consultant is legally responsible, with limits of not less than:

Professional Errors & Omissions \$1,000,000.00 each occurrence

The CONSULTANT shall furnish a certificate of such insurance to the CITY at the time of execution of this agreement.

13. CONSULTANT reserves the right to include representations of documents, data and systems resulting from this Agreement in its promotional and professional materials.

14. Dispute Resolution: CITY and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or the applicable law would bar dispute.

15. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Okanogan County, Washington.

16. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

17. Administration:

A. CONSULTANT'S representative shall be Kurt E. Danison.

B. CITY'S representative shall be the City Administrator of the City of Omak.

City of Omak/Highlands Associates
2020 Agreement for Services

IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement
as of the date and year written below.

CITY OF OMAK

BY *Cindy Gagne*

Cindy Gagné, Mayor

CONSULTANT

BY *Kurt E. Danison*

Kurt E. Danison, Owner/Principal
Highland Associates
P.O. Box 1431
Okanogan, WA. 98840
(509) 422-5030

Date: 11.18.19

Date: 12/3/18



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: November 15, 2021

Subject: Resolution 57-2021 – Designating Official Newspaper for 2022

The attached Resolution No. 57-2021, A Resolution Designating an Official Newspaper for the City of Omak in 2022, is forwarded for your consideration.

The Omak-Okanogan Chronicle and The Wenatchee World were contacted to seek interest in providing the city newsprint services for 2022. Bids were received back by both newspapers. Omak-Okanogan Chronicle submitted a bid of \$10.25 per column inch and The Wenatchee World bid a rate of \$20.00 per column inch. I recommend the bid be awarded to the Omak-Okanogan Chronicle.

I support this Resolution and urge its Adoption.

RESOLUTION NO. 57-2021

**A RESOLUTION DESIGNATING AN OFFICIAL NEWSPAPER
FOR THE CITY OF OMAK IN 2022**

WHEREAS, RCW 35.21.875 provides as follows:

“Each city and town shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city or town and have the qualifications prescribed by Chapter 65.16. RCW.”; and

WHEREAS, RCW 35.23.352 (7) provides as follows:

“Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.”; and

WHEREAS, the newspaper designated below meets the requirements prescribed by Chapter 65.16 RCW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, as follows:

Section 1. The following newspaper is hereby designated the official newspaper of the City of Omak for 2022: **The Omak-Okanogan County Chronicle.**

PASSED BY THE CITY COUNCIL this _____ day of _____, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Connie Thomas

From: Teresa Myers <tmyers@omakchronicle.com>
Sent: Wednesday, October 27, 2021 10:30 AM
To: Connie Thomas
Cc: Teresa Myers
Subject: Omak Okanogan County Chronicle BID FOR THE CITY OF OMAK OFFICIAL NEWSPAPER IN 2022

[External Email]

Connie, the Chronicle would like to offer a bid of \$10.25 per column inch of legal advertising if it is designated an official newspaper for the City of Omak in 2022. Please let me know if you require further documentation. Teresa Myers.

Teresa Myers, Publisher
Omak-Okanogan County Chronicle & The Good Life Magazine
509.826.1110 ext. 122
www.omakchronicle.com



From: Connie Thomas <clerk@omakcity.com>
Sent: Monday, October 25, 2021 9:10 AM
To: Teresa Myers <tmyers@omakchronicle.com>
Subject: ACCEPTING BIDS FOR THE CITY OF OMAK OFFICIAL NEWSPAPER IN 2022
Importance: High

Good morning Teresa,
It's that time of the year where the City of Omak is asking for a bid from the Omak Chronicle for legal advertising. This will be for 2022 services. Bids should be in a "per column inch" cost basis. Bids should be submitted to me, by email by 4:00 PM, Friday, November 5, 2021.

Please let me know if you have any questions.

Connie Thomas, CMC
City Clerk
clerk@omakcity.com
509-826-1170

Public Records Disclosure Notice

Messages sent to and from this email address may be subject to the Washington State Public Records Act
RCW 42.56

THE WENATCHEE WORLD

November 3, 2021

Connie Thomas, CMC
City Clerk
City of Omak
P.O. Box 72
Omak, WA 98841

Regarding: Bids for the City of Omak official legal newspaper

Connie,

The Wenatchee World welcomes the opportunity to submit a bid for designation as the legal newspaper of record for the City of Omak.

The Wenatchee World's current paid circulation in Okanogan County is approximately 487 newspapers each weekday and 656 newspapers each weekend. This includes mail delivery to our paid subscribers as well as over-the-counter sales in the county. Our total paid print circulation is 9,808 daily and 11,430 for the weekend.

In addition, all of our legal notices are posted at no additional charge on www.wapublicnotices.com, a site hosted by the Washington Newspaper Publishers Association. This extends our reach well beyond our physical newspaper edition and allows for greater readership of legal notices.


We accept ads by email to: legals@wenatcheeworld.com

We publish Tuesday, Wednesday, Thursday, and Saturday, our deadline for submissions is 11:00 a.m., two publishing days in advance. Affidavits of publication are produced and mailed on the date of last publication.

We propose a rate of \$20.00 per column inch (weekday or Saturday). The Wenatchee World will be changing the width of our columns for the new year. Our page size will remain the same, but the width of legal ads will increase and the rate listed here has been increased by the same, offsetting percentage such that the price for the space is equal before and after the change, only the shape of our legal ads will change.

We greatly value a potential association with the City of Omak. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,


Sean Flaherty,
Publisher
flaherty@wenatcheeworld.com
(509) 664-7136


Christian Barragan,
Advertising/Sales Associate
barragan@wenatcheworld.com
(509) 664-7132

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears
Public Works Director

Date: November 15, 2021

Subject: **Resolution No. 58-2021** Approving the Public Surplus Seller Agreement and the PayMac Inc. Agreement for Payment Processing.

The attached Resolution: **58-2021, A Resolution of the Omak City Council Approving Public Surplus Seller Agreement and the PayMac Inc. Agreement for Payment Processing, is forwarded for your consideration.**

The agreements will allow the City of Omak to sell surplus items through the public surplus online auction and receive payments for sold items through PayMac, Inc.

There is no cost to the City of Omak for using this service, and the City Attorney has reviewed both agreements.

I support this Resolution and recommend its approval.

RESOLUTION NO. 58-2021

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING, THE PUBLIC SURPLUS SELLER AGREEMENT, AND THE PAYMAC, INC. AGREEMENT FOR PAYMENT PROCESSING

WHEREAS, The City of Omak has the need to dispose of surplus equipment; and

WHEREAS, Public Surplus is an online bidding auction which stores and facilitates online transactions for governmental bodies to sell surplus goods; and

WHEREAS, PayMac, Inc., collects and distributes funds for Public Surplus of the sale of governmental goods.

WHEREAS, Public Surplus allows the Public Works Department a more consistent way of handling the annual surplus items with a more advantageous venue.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, that the Public Surplus Sellers Agreement and PayMac, Inc. Agreement for Payment Processing, attached hereto as Exhibit "A" are approved. The Mayor is authorized to execute this agreement on behalf of the City.

PASSED AND APPROVED this ____ day of _____, 2021.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

Public Surplus Seller Agreement

Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**", "**We**" "**Us**"), provides online bid boards, auctions and stores and facilitates other online transactions on www.publicsurplus.com and other websites (collectively, the "**Site**") for governmental bodies and others ("**Sellers**" or "**You**") to sell surplus goods and other property and assets to buyers of all types ("**Buyers**"). As a condition to accessing and using the Site and receiving the benefit of Public Surplus' services provided through the Site and otherwise (the "**Services**"), Public Surplus requires that You review and accept this Seller Agreement (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH PUBLIC SURPLUS. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING OUR SITE AND USING OUR SERVICES

1.1. Eligibility. You may only use our Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

1.2. Seller Affirmations in Connection with Offers and Sales. In using our Site and Services, You agree as follows:

- (a) No contingency to Your sales offer exists other than those stated in the listing at the time of sale.
- (b) You will be responsible for delivering property sold using Your username and password.
- (c) You are fully capable of transferring title to the property offered for sale in a timely manner.
- (d) You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- (e) You are dealing in good faith and are not attempting to defraud, cheat, or wrong Public Surplus or any Buyer.

1.3. Accuracy and Nature of Your Information. You are solely responsible for all information You provide to Us or other users on our Site ("Your Information"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through our Site.

1.4. Fees. Public Surplus charges no fees for You to register to list property for sale on the Site. However, You will owe a transaction fee for each sale through the Site. Other fees may apply for other Services as shown on the Site. Our fees may change from time to time. You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. If Your payment method fails or Your account is past due, We may collect fees owed using other collection mechanisms.

1.5. You agree not to attempt any action that may disrupt our Site or our Services. Among other things, You agree that (i) Your Information and all other input on our Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use our Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of our Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce our web pages or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

1.6. User Password. During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify Public Surplus immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

1.7. Obligation to Ensure Compliance with this Agreement. You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms, and provisions of this Agreement, including but not limited to the covenants contained in sections 1.5 and 7.8 of this Agreement. You acknowledge that You will be responsible and liable for any damages, claims, liabilities, and expenses of any kind suffered by Public Surplus or any of Our affiliated companies arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

1.8. Consent to E-Mail Correspondence from Public Surplus. You hereby agree that We may send future correspondence to

You via electronic mail ("e-mail") that notifies You of sales opportunities or other matters that We believe may interest You. Any e-mail correspondence to You (i) will be clearly and conspicuously identified as sent by Public Surplus; and (ii) will clearly and conspicuously display a functioning return e-mail address to enable You to reply to Public Surplus.

1.9. Electronic Signature. You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on our Site, in the terms and conditions section of the Site, or any other section where they may appear.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on our Site or otherwise accessing our Site and Services in any way, You represent, warrant and agree to the following:

2.1. Shipment. At the close of an auction in which You have a winning bidder, You agree to make the property immediately available for pickup and/or shipment.

2.2. Deposits. We reserve the right to require an earnest money deposit prior to or during the listing on certain items at our sole discretion. Any such deposits will be retained and applied in Public Surplus' discretion.

2.3. Legal Compliance. You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of our Site and Services and the offer and sale of property. You hereby release Us from any liability arising out of Your breach of this provision. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on our Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Payment Processing Services Under Separate Agreement with Affiliate. In the event that You elect to have Our affiliate, PayMac, Inc ("PayMac"), receive and process on Your behalf payments made by Buyers (the "**Processing Services**"), You agree to the provisions set forth in this Agreement and in a separate agreement with PayMac.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. You will not hold Public Surplus responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We are not a traditional auctioneer and We are not the Buyer of property sold through our Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, our Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS, AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PUBLIC SURPLUS DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PUBLIC SURPLUS DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PUBLIC SURPLUS MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PUBLIC SURPLUS MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PUBLIC SURPLUS EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. Public Surplus is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and our Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that Public Surplus is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that Public Surplus endorses the linked site. You use the links at Your own risk.

4.5. Release. If You have a dispute with a Buyer or any other Seller or user of our Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of our Site without our involvement, and We will have no liability whatsoever arising from

communications made or transactions effected through our Site. If You are a California resident, You waive California Civil Code Â§1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4.6. Indemnity. You agree to indemnify, defend and hold harmless Public Surplus from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third party.

5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use our services.

6. TERMINATION OR SUSPENSION

Public Surplus reserves the right to suspend or terminate Your access to our Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to our Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with our Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

7. MISCELLANEOUS

7.1. Changes to Site and Services. Public Surplus reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. Public Surplus cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through our Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Surplus or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Utah in connection with any dispute or claim involving Public Surplus.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of Public Surplus to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between You and Public Surplus is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, documents, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, Buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of **feedback** regarding the Site or Services ("Feedback"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title, and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus

and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. You agree not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner. You will indemnify and hold Us harmless, as provided for previously in this Agreement, from any claim or demand made by a third party due to or arising out of your violation of any law or rights of a third party.

7.10. Trademarks. The Site and Public Surplus' tradenames, domain names and logos found on the Site are trademarks or service marks of Public Surplus. No display or use of such marks may be made without the express written permission of Public Surplus. All other designated trademarks or service marks are the property of their respective owners.

7.11. Assignment. This Agreement may not be assigned by You or by operation of law to any other person, persons, firms or corporations without the express written approval of Public Surplus. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by Public Surplus in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Surplus with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between You and Public Surplus, and supersedes any previous agreements, whether oral or in writing, between You and Public Surplus relating to the subject matter hereof. Public Surplus may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representative. Any oral statement or representation by any representative of Public Surplus changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Surplus unless agreed to, in writing, by Public Surplus.

PayMac, Inc.

Agreement for Payment Processing

PayMac, Inc. ("**PayMac**", "**We**" "**Us**") processes payments made by buyers of all types ("**Buyers**") for surplus goods and other property and assets sold by a governmental body or other party ("**Seller**" or "**You**") through online bid boards, auctions and stores, and other online transactions on www.publicsurplus.com and other websites (collectively, the "**Site**") operated by our affiliate, The Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**").

If elected by You, PayMac will agree to receive and process payments made by Buyers and forward to You the amounts paid, in accordance with the terms set forth below. As a condition to accessing and using the Site and receiving the benefit of the payment processing services provided through the Site and otherwise (the "**Services**"), PayMac requires that You review and accept this Agreement for Payment Processing (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING THE SITE AND USING THE SERVICES

1.1. Eligibility. You may only use the Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

1.2. Seller Agreement with Public Surplus. By using our Site and the Services, You acknowledge, agree, and confirm that You have agreed to the form of the separate Seller Agreement with Public Surplus on the Site that is required to be accepted by you upon registration upon the Site (the "**Seller Agreement**"). In the event of any inconsistency between the provisions of this Agreement and the Seller Agreement, this Agreement will govern.

1.3. Seller Affirmations in Connection with Offers and Sales. In using the Site and Services, You agree as follows:

- a. You will be responsible for delivering property sold using Your username and password.
- b. You are fully capable of transferring title to the property offered for sale in a timely manner.
- c. You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- d. You are dealing in good faith and are not attempting to defraud, cheat, or wrong PayMac or any Buyer.

1.4. Accuracy and Nature of Your Information. You are solely responsible for all information You provide to Us or other users on the Site ("**Your Information**"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through the Site.

1.5. Fees. Fees apply for the Services available through the Site. Our fees may change from time to time as specified on the Site or by written communication to You (by e-mail or otherwise). You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. You agree that the fees and any taxes due may be deducted and retained by Us from any payment amounts processed by Us. If Your payment method fails or Your account is past due, We may collect the fees and taxes owed using other collection mechanisms.

1.6. No Disruption to The Site or Services. You agree not to attempt any action that may disrupt the Site or the Services. Among other things, You agree that (i) Your Information and all other input on the Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use the Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of the Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce the Site or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on the Site infrastructure.

1.7. User Password. During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify PayMac immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

1.8. Obligation to Ensure Compliance with this Agreement. You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms and provisions of this Agreement, including but not limited to the covenants contained in sections 1.6 and 7.8 of this Agreement. You acknowledge that You will be responsible and liable for any damages, claims, liabilities, and expenses of any kind suffered by PayMac arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

1.9. Electronic Signature. You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on the Site, in the terms and conditions section of the Site, or any other section where they may appear.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on the Site or otherwise accessing the Site and Services in any way, You represent, warrant and agree to the following:

2.1. Shipment. At the close of an auction in which You have a winning bidder, You agree to make the property available for prompt pickup and/or shipment.

2.2. Deposits. Public Surplus and PayMac reserve the right to require an earnest money deposit prior to or during the listing on certain items at their sole discretion. Any such deposits will be retained and applied in their discretion.

2.3. Legal Compliance. You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of the Site and Services and the offer and sale of property. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on the Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Scope of Payment Processing Services. In the event that You elect to have Us receive and process on Your behalf payments made by Buyers, You agree to the provisions set forth in this Agreement relating thereto. You understand and agree as follows:

- a. The Services do not include risk or fraud management, dispute management, collection agency services, or electronic checks;
- b. We will not perform Services with respect to transactions prohibited by the applicable laws or by bank, financial institution, or credit card association bylaws or rules;
- c. We will not provide Services with incomplete transaction information or if transaction information cannot be confirmed;
- d. We will only perform Services for domestic credit cards; and
- e. You will not engage any other person to perform Services while we are providing them under this Agreement.

3.2 Buyer Steps & Procedures for Payment. We will receive and process payments on Your behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures (including but not limited to PCI Security Standards). Among other things, the payment for each successful bid must be made (a) to Public Surplus or PayMac, (b) by certain means (credit cards, wire transfers, etc.) specified on the Site that vary based upon the amount of the payment, (c) in a timely manner as specified on the Site, and (d) in a single payment by a single authorized means (no partial payments, multiple payments, or payment by two different means allowed).

3.3. Sales Tax Processing. If You elect, We will under the conditions specified in this Agreement, agree to receive sales tax payments made by Buyers and remit the sales tax payments to the applicable sales tax authority in the state in which You are located (the "**State**"). You understand and agree as follows:

- a. We will receive and remit to the State sales tax amounts paid by Buyers only if and to the extent of the amount of sales tax with respect to a particular transaction is added to the price and other payments otherwise payable by the Buyers.
- b. We rely on You to inform us of the applicable sales tax rate and to provide us with Your applicable tax identification number. You hereby authorize and direct Us to remit payment of the sales tax amounts directly to the applicable sales tax authority in the State using the tax identification number that You provide to Us.
- c. Except for remitting funds we receive as payment for sales tax to the extent such funds exceed the price and other payments due from the Buyers, We will have no responsibility or liability for ensuring that payments are received and collected as required under all applicable laws or for making payment to any governmental body or authority entitled to sales or use tax payments.
- d. We will receive and process sales tax payments on Your behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures.

3.4. Liability and Risk of Loss for Failure to Pay, Charge Backs, and Other Items. You will bear the burden and risk of any and all loss, liability, and exposure arising from any of the following circumstances: (a) a Buyer does not make a payment, (b) a charge back occurs with respect to a payment made, (c) a payment is not made in good funds, (d) a check does not clear, (e) a refund to a Buyer is made, (f) fraud, deception, misrepresentation, or any other impropriety occurs with respect to a transaction or a payment, (g) the action, inaction, refusal, or delay of any bank, financial institution, or credit card association in processing any payment transaction, (h) the assessment of any fees, fines, or penalties by a bank, financial institution, or credit card association relating to a charge back or other matter, or (i) any other cause results in payment not being credited for a transaction involving Your property. Because PayMac is merely processing payments for You, You understand that We assume no responsibility, burden, or risk of loss whatsoever for any of such circumstances. You expressly agree that We may offset the amounts arising from any such circumstances against other amounts payable by Us to You. You also agree that we may charge an extra processing fee if we make refunds relating to sales of Your property. You understand that the level of charge backs, fraud, or other circumstances may cause Us to decide to terminate rendering the Services under this Agreement.

3.5. PayMac Not A Seller, Nor A Collection Agency; No Consignment. You acknowledge and agree that PayMac does not (a) assume the role of seller of Your property, (b) make any representations or statements about Your property, (c) act as a collection agency to collect monies unpaid by Buyers, (d) take consignment of Your property, nor (e) undertake or assume any other role or responsibility not contemplated by this Agreement. You agree that You and Your employees and representatives will not make any statements or act in any way inconsistent with PayMac's limited role under this Agreement.

3.6. PayMac Payment to You. PayMac will keep records of all amounts received in good funds on Your behalf. Except as provided in paragraph 3.7, PayMac will make payment to You monthly (unless otherwise agreed) of amounts received (net of fees, offsets, and any taxes). Unless otherwise agreed by Us, You agree that payment will only be made by Automated Clearing House (ACH) deposits to an account specified and properly maintained by You. You agree to provide promptly the authorizations needed for such ACH deposits and to be responsible and liable for any and all fees relating to such ACH deposits. You also agree to monitor the account and the deposits therein. You will bear the burden of any and all loss, liability, and risk of loss arising from any fraud, theft, mistake, or deception involving such ACH deposits, unless they arise from fraud, mistake, or deception by Us or our employees or agents.

3.7. Minimum Amount Required for Payment. PayMac will make payment to You, as set forth above, of all amounts received (net of fees, offsets, and any taxes) on Your behalf, so long as the total amount received exceeds \$100. We will not make payments to You of \$100 or less. Where any amount or amounts received on Your behalf do not exceed \$100, payment will be made to You upon receipt of additional funds that bring Your balance in excess of \$100. PayMac will own the interest on any balance held because it does not exceed \$100. However, when You close Your account with Public Surplus and Us, any remaining balance will be paid to You, regardless of the minimum balance requirements stated above.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. You will not hold PayMac responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We and Public Surplus are not traditional auctioneers and We are not the Buyer of property sold through the Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety, or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the Site, the Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PayMac DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PayMac DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PayMac MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PayMac MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PayMac EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. PayMac is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and the Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that PayMac is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that PayMac endorses the linked site. You use the links at Your own risk.

4.5. Release. If You have a dispute with a Buyer or any other Seller or user of the Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of the Site without our involvement, and We will have no liability whatsoever arising from communications made or transactions effected through the Site. If You are a California resident, You waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4.6. Indemnity. You agree to indemnify, defend and hold harmless PayMac from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third party.

5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important

community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use the Services.

6. TERMINATION OR SUSPENSION

PayMac reserves the right to suspend or terminate Your access to the Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to the Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with the Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

7. MISCELLANEOUS

7.1. Changes to Site and Services. PayMac may modify, suspend, or terminate any aspect of the Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. PayMac cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through the Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in Your registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by PayMac or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This agreement is governed by the laws of the State of Nevada without regard to any conflict of law provisions. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Nevada in connection with any dispute or claim involving PayMac.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of PayMac to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between You and PayMac is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, blueprints, specifications, computer or intellectual property programs, methods of doing business, **data in Public Surplus' databases (including but not limited to databases containing bidders, buyers and other users of the Site and their names and contact information)**, systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of feedback regarding the Site or Services ("**Feedback**"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title, and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. You agree not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner. You will indemnify and hold Us harmless, as provided for previously in this Agreement, from any claim or demand made by a third party due to or arising out of your violation of any law or rights of a third party.

7.10. Trademarks. The Site and PayMac' tradenames, domain names and logos found on the Site are trademarks or service marks of PayMac. No display or use of such marks may be made without the express written permission of PayMac.

7.11. Assignment. This Agreement may not be assigned by You or by operation of law to any other person, persons, firms or corporations without the express written approval of PayMac. Any purported assignment in violation of this provision will be void. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by PayMac in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of PayMac with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between You and PayMac, and supersedes any previous agreements, whether oral or in writing, between You and PayMac relating to the subject matter hereof. PayMac may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representatives. Any oral statement or representation by any representative of PayMac changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on PayMac unless agreed to, in writing, by PayMac.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: November 15th, 2021

Subject: **Resolution No. 59-2021** Approving Public Works Contract with Lees & Duke Excavating, LLC. for South Main Street House Cleanup.

The attached **Resolution 59-2021, A Resolution of the Omak City Council Approving the Public Works Contract with Lees & Duke Excavating, LLC. for South Main Street House Cleanup**, is forwarded for your consideration.

Lees & Duke Excavating, LLC has submitted a quote and agreed to the Public Works Contract to remove the debris outside of the house located at 510 South Main Street and the boarding up of all lower-level windows and doors.

Discussions with Lees & Duke Excavating, LLC and the Scope of Work have been completed and are attached.

I recommend this resolution.

RESOLUTION NO. 59-2021

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PUBLIC WORKS CONTRACT WITH LEES & DUKE EXCAVATING, LLC FOR SOUTH MAIN STREET HOUSE CLEANUP

WHEREAS, the property at 510 South Main, Omak Washington has been determined to be an unsafe public nuisance and abatement is needed to remedy its condition; and

WHEREAS, the Public Works Department requires the help for the removal of debris and to secure the structure from unpermitted entry; and

WHEREAS, two quotes were received for the needed service and Lees & Duke, LLC provided the lowest cost quote; and

WHEREAS, A Public Works Contract has been prepared that identifies the scope and terms of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Public Works Contract, a copy of which is attached as **Exhibit "A"**, be awarded to Lees & Duke, LLC, with a quoted amount of \$8,234.88 and that the Mayor is authorized to execute all documents necessary.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

PUBLIC WORKS CONTRACT

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

**Lees & Duke Excavating, LLC
25-D Cherry Lane
Okanogan WA 98840**

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

WITNESSETH:

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

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

South Main Street House Cleanup

\$8,234.88

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

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

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

a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

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

Executed by the Contractor this 9th day of November, 2021

CONTRACTOR: Lees & Duke Excavating, LLC

By: Mike Duke Signature Owner Title

PRINTED NAME: Mike Duke

ADDRESS: 25-D Cherry Lane Rd.

Okanogan WA City State 98840 Zip

PHONE: 509-429-2731

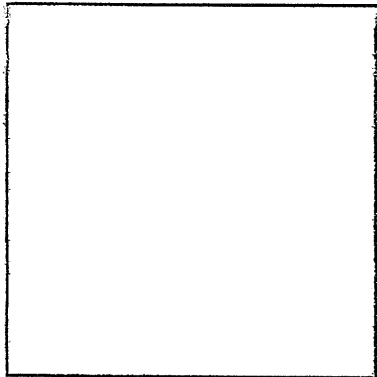
FAX Number: Ø

State of Washington Contractor's License Number: LEESDDE970K8

Federal Tax I.D. Number: 77-0599512 UBI Number: 602 292 836

Executed this _____ day of _____, 2021

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

510 South Main Abatement

Scope of Work:

1. Clean-up of all garbage, debris and rubbish from the property and around the burned home and dispose of at approved landfill.
2. Provide receipts to the Omak Building Official from landfill.
3. Tear down back porch roof structure as to prevent collapse.
4. Board up all windows and doors on the main level of the home as to prevent unwanted entry into the home with 7/16 OSB or other sturdy material.
5. This shall not include removal of any vehicles or truck canopies on the property.
6. Complete these above tasks on or before December 3, 2021.

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: November 15, 2021

Subject: Ordinance 1908 Adopting the 2022 Budget

The Attached Ordinance 1908 - Adopting the Budget for the City of Omak, Washington, for the Fiscal Year Ending December 31, 2022, is forwarded for your consideration.

This a "Two Read" Ordinance to adopt the budget for fiscal year 2022. The 2022 Budget document fairly estimates all revenues and expenditure, necessary to perform essential government services.

Budget workshops were held, October 25th and November 8th. The Final Budget Public Hearing was held during this November 15th meeting.

There are no significant changes to this document since the November 8th Budget Workshop.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1908

**AN ORDINANCE ADOPTING THE BUDGET FOR THE
CITY OF OMAK, WASHINGTON, FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2022**

WHEREAS, the Mayor of the **CITY OF OMAK**, Washington completed and placed on file with the City Clerk, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said **CITY** for the fiscal year ending December 31, 2022, and notices were published that the Council of the said **CITY** would meet on the 15th day of November, 2021, at the hour of 7:00 P.M. for the final 2022 Budget Public Hearing in the Council Chambers at the City Hall of said **CITY** or via public teleconferencing, for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of Omak an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the **CITY OF OMAK** for the purposes set forth in said budget; and

WHEREAS, the estimated expenditures set forth in said budget being all necessary to carry on the government of said **CITY** for said year and being sufficient to meet the various needs of said **CITY** during said period.

NOW, THEREFORE, the City Council of the **CITY OF OMAK** do ordain as follows:

Section 1. The budget for the **CITY OF OMAK**, Washington for the Year 2022 is hereby adopted at the fund level in its final form and content as set forth in the document entitled **City of Omak Final 2022 Budget**, copies of which are on file in the Office of the City Clerk.

Section 2. Estimated resources for each separate fund for the City of Omak, and aggregate expenditures for all such funds for the year 2022 are set forth in summary form, as shown in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the Year 2022 as set forth in the **City of Omak Final 2022 Budget**.

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. The ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR this 6th day of December, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM

Michael Howe, City Attorney

1ST Reading: _____
2nd Reading: _____
Filed with City Clerk: _____
Passed by City Council: _____
Date Published: _____
Date Effective: 1/1/2022

On the _____ day of _____, 2021, the City Council of the City of Omak passed Ordinance No. 1908, which was published in full text on the date stated above.

Dated this _____ day of _____, 2021.

Connie Thomas, City Clerk

Ordinance 1908 Exhibit "A"
2022 City of Omak Final Budget

Summary of Fund Balance, Revenues and Expenditures

Fund#	Fund Name	Beginning Fund Balance	2022 Revenue	2022 Expenditure	Ending Fund Balance
1	Current Expense	\$ 2,096,699.90	\$ 5,298,570.07	\$ 6,397,762.64	\$ 997,507.33
102	City Streets Fund	\$ 153,874.17	\$ 1,865,777.81	\$ 1,998,770.00	\$ 20,881.98
103	Cemetery Fund	\$ 55,176.07	\$ 71,860.00	\$ 82,571.67	\$ 44,464.40
104	Library Fund	\$ 52,934.41	\$ 146,962.00	\$ 153,148.71	\$ 46,747.70
105	Hotel-Motel Tax Fund	\$ 198,587.98	\$ 150,776.55	\$ 307,990.00	\$ 41,374.53
106	Affordable Housing	\$ 22,454.23	\$ 18,025.00	\$ 0.00	\$ 40,479.23
109	Block Grant Fund	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
110	Stampede Arena Redev. Fnd	\$ 264,906.80	\$ 74,645.00	\$ 66,463.00	\$ 273,088.80
111	Drug Enforcment Fund	\$ 9,755.69	\$ 6,005.00	\$ 5,300.00	\$ 10,460.69
	Total Special Revenue Funds	\$ 757,689.35	\$ 2,334,051.36	\$ 2,614,243.38	\$ 477,497.33
301	Capital Improvement Fund	\$ 138,920.22	\$ 50,100.00	\$ 0.00	\$ 189,020.22
401	Water Fund	\$ 1,502,853.42	\$ 7,675,845.75	\$ 8,618,602.57	\$ 560,096.60
402	Sewer Fund	\$ 1,746,938.20	\$ 3,479,750.00	\$ 5,185,289.34	\$ 41,398.86
403	Garbage Fund	\$ 307,876.06	\$ 1,339,440.00	\$ 1,353,002.86	\$ 294,313.20
405	Storm Drain Utility	\$ 197,096.74	\$ 200,565.00	\$ 171,944.01	\$ 225,717.73
406	Airport	\$ 495,513.74	\$ 583,535.00	\$ 756,413.00	\$ 322,635.74
411	Water Reserve Fund	\$ 495,011.90	\$ 3,605.00	\$ 0.00	\$ 498,616.90
412	Sewer Reserve Fund	\$ 1,047,209.13	\$ 7,622.00	\$ 650,000.00	\$ 404,831.13
	Total Prprietary Funds	\$ 5,792,499.19	\$ 13,290,362.75	\$ 16,735,251.79	\$ 2,347,610.15
501	Equipment Rental Operations	\$ 208,837.71	\$ 668,166.90	\$ 852,873.00	\$ 24,131.61
508	EQ Rental Capital Purchases	\$ 847,201.82	\$ 415,904.00	\$ 484,089.00	\$ 779,016.82
	Total Internal Service Funds	\$ 1,056,039.53	\$ 1,084,070.90	\$ 1,336,962.00	\$ 803,148.43
631	State Bldng Permit Fees	\$ 379.00	\$ 772.50	\$ 1,151.50	\$ 0.00
632	State Agency Deposits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Total Fiduciary Funds	\$ 379.00	\$ 772.50	\$ 1,151.50	\$ 0.00
633	Revolving Advanced Travel	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 2,000.00
700	Cemetery Endowment	\$ 170,948.98	\$ 0.00	\$ 0.00	\$ 170,948.98
	Total of Funds	\$ 10,015,176.17	\$ 22,057,927.58	\$ 27,085,371.31	\$ 4,987,732.44