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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, August 21, 2023 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA**

1. Approval of Minutes from August 7, 2023
2. Approval of 2023 Claims and July '23 Manual Checks

**F. NEW BUSINESS**

1. Res. 66-2023 – Approve Purchase Agreement with Dell Technologies
2. Res. 67-2023 – Approve Sole Source Purchase Agreement with LexisNexis
3. Res. 68-2023 – Approve Agreements with Cascade Columbia River Railroad
4. Res. 69-2023 – Approve Interagency Agreement with DNR
5. Res. 70-2023 – Approve Agreement between Sunrise Disposal & SunOpta
6. Res. 71-2023 – Approve Award of Contract for Omak Skatepark Project

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



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

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# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

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## Memorandum

Date: August 21, 2023

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 66-2023

I am requesting support and approval for the acquisition of replacement computers for the City of Omak. The Police Department is following recommended replacement schedules for a portion of our portable computers. This purchase is consistent with our replacement schedule through Vision Services. This will also allow our Department to utilize a more effective platform for SECTOR e-cite. We are also purchasing two laptops that match our most recent purchasing for consistency in function. This purchase will also acquire two Dell Latitude 7220 (touch screen) a hybrid between a tablet and a laptop to determine if this platform is better utilized by the patrol officers. We have 6 laptops that have reached end of cycle/use from our Vision replacement schedule.

Upon evaluation of use of the 7220 more units will be acquired.

Dell Computers offers a state contract pricing, Contract Code C000000006563.

This request was budgeted in 2023 and I am asking for approval of this request. Cost is \$8,021.51 with tax included.

**RESOLUTION NO. 66-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH DELL TECHNOLOGIES**

**WHEREAS**, the Police Chief has worked with the Mayor, Administration and Department Heads; and

**WHEREAS**, there is a need replacing portable computers consistent with our repair and replacement schedule; and

**WHEREAS**, the acquisition of these computers will continue with efficient operation and function of the City of Omak; and

**WHEREAS**, the Chief of Police has evaluated different companies and has selected Dell Computers, offered through the State procurement cooperative; and

**WHEREAS**, this acquisition is consistent with the City of Omak mission.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase proposal Dell Computers, attached hereto as Exhibit "A", for the purchase and upfit of the Omak Police Department portable computers.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000157943402.1</b>	Sales Rep	Ryan Morgan
<b>Total</b>	<b>\$8,021.51</b>	Phone	(800) 456-3355, 80000
Customer #	73496247	Email	Ryan.Morgan@Dell.com
Quoted On	Aug. 03, 2023	<b>Billing To</b>	CONNIE THOMAS
Expires by	Sep. 02, 2023		CITY OF OMAK
Contract Name	Standard Governing Terms in Supplier's Quote		PO BOX 72
Contract Code	C000000006563		OMAK, WA 98841

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ryan Morgan

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
CONNIE THOMAS CITY OF OMAK 2 N ASH ST OMAK, WA 98841 (509) 826-1170	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$1,999.99	2	\$3,999.98
Dell Latitude 7220	\$1,699.99	2	\$3,399.98
<b>Subtotal:</b>			<b>\$7,399.96</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$621.55</b>
<b>Total:</b>			<b>\$8,021.51</b>

## Shipping Group Details

### Shipping To

CONNIE THOMAS  
CITY OF OMAK  
2 N ASH ST  
OMAK, WA 98841  
(509) 826-1170

### Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
<b>Dell Latitude 5430 Rugged</b>	<b>2</b>	<b>\$3,999.98</b>

Estimated delivery if purchased today:  
Aug. 18, 2023  
Contract # C000000006563

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	2	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	2	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	2	-
ME Lockout MOD - Manageability	631-ADED	-	2	-
8GB, 1x8GB, 3200 MHz DDR4 Non-ECC	370-AGTF	-	2	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	2	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	2	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	2	-
Intel AX210 WLAN Driver	555-BHCC	-	2	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	2	-
4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e), eSIM, Verizon, NMEA GPS port	556-BDVJ	-	2	-
Hot surface warning label	389-ECGC	-	2	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	2	-
65W Type-C EPEAT Adapter	492-BCXP	-	2	-
No Fingerprint, no Smartcard reader	346-BHQK	-	2	-
E4 Power Cord 1M for US	537-BBBL	-	2	-
Setup and Features Guide	340-CXCE	-	2	-
Dummy Airbay Cover	325-BEIV	-	2	-
ENERGY STAR Qualified	387-BBPC	-	2	-
Custom Configuration	817-BBBB	-	2	-
Dell Applications for Windows 11	658-BFIP	-	2	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	2	-
CrowdStrike Endpoint Prot Ent, Prevent Insight, EDR XDR, Device Ctrl, ThreatGraph, Essential Support 1yr	634-CCLH	-	2	-
No mic / no camera; Touch; WWAN/WLAN antennae; Pogo vehicle docking and RF passthrough	319-BBHU	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
No Option Included	340-ACQQ	-	2	-

Additional USB-A rear port	590-TFHR	-	2	-
Additional TBT/Type-C port	325-BEJZ	-	2	-
Rigid handle	750-ADPK	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	2	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	2	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Latitude 7220</b>		<b>\$1,699.99</b>	<b>2</b>	<b>\$3,399.98</b>

Estimated delivery if purchased today:  
Aug. 23, 2023  
Contract # C000000006563

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	2	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)	379-BDQV	-	2	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	2	-
No Microsoft Office License Included	658-BCSB	-	2	-
Intel Core i5-8365U with u-blox NEO-M8 GPS card 8GB Memory	338-BTPT	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	2	-
8GB 2133MHz LPDDR3 Memory	370-AFCZ	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNOD	-	2	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	2	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	2	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	2	-
DW5821E Snapdragon X20 4G/LTE Wireless WAN card for Verizon	556-BCDY	-	2	-
Dell WWAN Bracket Bar for Rugged	575-BCBR	-	2	-
2-cell 34wH) Lithium Ion Primary Battery	451-BCCD	-	2	-
45 Watt AC Adapter	450-AEHK	-	2	-
No Security Software	650-AAJS	-	2	-
No Media	620-AAOH	-	2	-
E4 Power Cord 1M for US	537-BBBL	-	2	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	2	-
No Secondary Battery	451-BCOI	-	2	-
Custom Configuration	817-BBBB	-	2	-
System Regulatory Label	389-DRXP	-	2	-
Regulatory Label (WWAN)	389-DRXR	-	2	-
Windows 10 Additional Software	658-BEPO	-	2	-
Shipping Material, Shuttle	340-AQMD	-	2	-
System Shipment, Latitude 72x2	340-AQME	-	2	-

Directship Info Mod	340-CKTD	-	2	-
No Option Included	340-ACQQ	-	2	-
ENERGY STAR Qualified	387-BBNJ	-	2	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	2	-
WLAN/WWAN Chassis No NFC	321-BEZE	-	2	-
Connector for I/O Expansion	750-ABNN	-	2	-
Mini Serial Port	325-BDNX	-	2	-
Hazardous Locations Certification	340-CNKH	-	2	-
No Security	461-AAHD	-	2	-
CrowdStrike Endpoint Prot Ent,Prevent Insight,EDR XDR,Device Ctrl,ThreatGraph,Essential Support 1yr	634-CCLH	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	2	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7005	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7006	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7040	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	2	-

<b>Subtotal:</b>	<b>\$7,399.96</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$621.55</b>
<b>Total:</b>	<b>\$8,021.51</b>

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.





# Dell ProSupport Plus



91%

less time to resolution  
with ProSupport Plus and

Up to  
72%

fewer steps in the  
support process

The most complete support service for PCs and tablets

## Everything you need to support PCs and tablets

ProSupport Plus is the most complete support service, it combines priority access to expert support, accidental damage repair, and proactive monitoring for automatic issue prevention and resolution.

It is designed to provide maximum support with minimal effort for you. As the first premium service for PCs and tablets<sup>1</sup> that automates support, ProSupport Plus prevents issues before they occur and quickly resolve issues when they do.

### Choose ProSupport Plus:

- Priority access to ProSupport engineers 24x7x365 to quickly resolve hardware and software issues
- Predictive analysis for issue prevention and optimization enabled by SupportAssist<sup>3</sup>
- Proactive monitoring, issue detection, notification and automated case creation for accelerated issue resolution enabled by SupportAssist
- Power to manage all your asset alerts from a single portal with Tech Direct or use tools you already use like Microsoft SCOM, Remedy, KACE and OpenManage Essentials
- System repair after a drop, spill or surge to protect your investment
- Hard drive retention after replacement to help secure your data<sup>1</sup>
- Dedicated Technology Service Manager, a single point of contact for issue resolution and monthly reporting<sup>4</sup>

Dell ProSupport Plus with SupportAssist significantly reduced time to resolve a failed hard drive.<sup>2</sup>



# Complete support with minimal effort

## Benefits:

- Resolve issues quickly with ProSupport engineers
- Increase productivity with proactive, automated support
- Avoid downtime with failure prevention
- Protect your investment with coverage for accidents
- Secure your data with hard drive retention



### Experts

- Priority access to ProSupport engineers
- Dedicated Technology Service Manager
- Collaborative support



### Insights

- Proactive issue detection
- Predictive failure prevention
- Monthly history and contract reporting



### Ease

- Automated case creation with notification
- Repair for drops, spills and surges
- Retain hard drive after replacement

## Dell SupportAssist Technology

With years of experience proactively monitoring datacenters, Dell is now bringing proactive and predictive automated support to PCs and tablets.

SupportAssist provides:

- Remote monitoring and automatic case creation
- Automated collection of system state data for diagnostics
- Predictive failure analysis and notification with case creation
- Ability to manage asset alerts from a single portal with Tech Direct

## Dell TechDirect

TechDirect is a self-service tool that allows you to manage multiple support cases and dispatch parts. It is available in 11 languages and can be accessed online, through a mobile application or APIs (Application Programming Interfaces). TechDirect is easy to use, convenient and flexible to fit your needs.

For more information, please contact your Dell representative or visit [Dell.com/ProSupportPlus](http://Dell.com/ProSupportPlus)

<sup>1</sup> SupportAssist is only available on Windows 7, 8, 8.1 and 10. Not available on Windows RT, Android or Google Chrome. Hard drive retention is not available on Chromebook or Venue tablets, except the Venue 11 Pro.  
<sup>2</sup> Based on Mar 2016 Principled Technologies test report, "Dell SupportAssist Provided Proactive Support for Hard Drive Failure", commissioned by Dell. Testing conducted in the United States. Actual results will vary. Full report: <http://facts.pt/Cr3tEy>  
<sup>3</sup> Predictive support available for hard drives and batteries  
<sup>4</sup> Available for customers with 500 or more ProSupport Plus Systems





# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

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## Memorandum

Date: August 21, 2023

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 67-2023

I am requesting support and approval for the acquisition of LexisNexis DORS Desk Officer Reporting System. Our Omak Police Officers are exceeding acceptable incident per officer ratios that is degrading service and reducing proactive discretionary policing. I have analyzed call data for several years since the beginning of the use of Spillman our RMS (Records Management System). The statistics and analysis of other law enforcement agencies has demonstrated that a call/incident load above 250 per officer degrades services and reduces proactive or discretionary policing. Our officers are averaging over 800 incidents per officer. Our Supervisors are exceeding 350 (they historically have been below 100).

Nothing is ever ideal but with most of our performing officers approaching 1100 calls/incidents I as the Chief have researched more efficient methods leveraging technology and innovation. The DORS also known as Coplogic is a platform that allows for online and self-reporting for low level requests for service. The system is the only one to integrate with our current RMS system so data and reporting for the FBI Uniform Crime Reporting UCR, and National Incident Based Reporting NIBRS maintains compliance.

The system will use a hyperlink and has a dedicated phone number to initiate reporting. This will allow for re-allocation from lower priority calls to increase proactive resources of our finite staffing levels. The system is available 24/7/365 and has demonstrated with the shift in generational communication to be desired. Ideally those time consuming reports and follow up can be directed to the DORS system and I am hoping to reduce direct officer reporting by 30%.



# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

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The system can be utilized for private property collisions that do not require a statutory response, loss prevention reports, found property, lost property, self reporting of privately towed vehicles, delayed reports, and insurance purpose reports.

Our City has evaluated staffing levels and we still have not achieved those levels recommended in 1998. I as the Chief am leveraging means and methods to address the ever increasing call volume that will allow for a more directed patrol approach to focus on impacting crime and deterring crime by increasing that pro-active, self-directed, and discretionary time that we are lacking with our present call and incident volumes.

The cost of this program is \$625 per month with a two year contract of \$15,000.00 plus tax.

This investment is less cost than an officer position in which we in addition to having the available budget we have recruitment and staff retention challenges.

The system will navigate the user through a guided reporting that very well may produce more consistent reporting as each type of available crime reporting is scripted. This will also allow for follow-up reporting and offers feedback to reports.

I recommend the approval of this investment in our public safety.

**RESOLUTION NO. 67-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH LEXISNEXIS**

**WHEREAS**, the Police Chief has worked with the Mayor, Public Safety Committee and

**WHEREAS**, there is a need to reduce the incidents per officer to allow for proactive patrol efforts; and

**WHEREAS**, the acquisition of this service will allow for a web-based crime reporting system known as (DORS) Desk Officer Reporting System; and

**WHEREAS**, the Chief of Police has evaluated different services and LexisNexis is the only provider and is sole source; and

**WHEREAS**, this acquisition is consistent with the City of Omak mission of utilizing technology to supplement police staffing.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase proposal LexisNexis, attached hereto as Exhibit "A", for the purchase and upfit of the Omak Police Department portable computers.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

Quote

LexisNexis® Coplogic Solutions Inc

1000 Alderman Drive  
Alpharetta, GA 30005



Quote: 475461.1.Omak WA PD - HQ

Quote: 475461.1.Omak WA PD - HQ

Term	Description	Price	Amount
Monthly (2 Years)	<b>LexisNexis® Desk Officer Reporting System</b> <ul style="list-style-type: none"> <li>Dedicated project manager and implementation assistance</li> <li>Operational/Procedural Directive templates</li> <li>A web-based training session with a live trainer</li> <li>Unlimited users, incident types, and report intake</li> <li>Unlimited customer support (phone and e-mail)</li> <li>Unlimited maintenance including every update and upgrade released</li> <li>Hosting in the LexisNexis® Secure Hosting Environment</li> </ul>	\$625.00	\$15,000.00
Quote Subtotal			\$15,000.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Jeremy Bringle  
jeremy.bringle@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name of Recipient \_\_\_\_\_

Omak Police Department  
8 Ash Street North  
Omak, Washington 98841

August 16, 2023

RE: Sole Source Letter for Omak Police Department

Dear Chief Dan Christensen,

The LexisNexis® Desk Officer Reporting System (“DORS”) is the wholly owned, intellectual property of LexisNexis Coplogic™ Solutions Inc. (“LexisNexis”). LexisNexis is the sole source for DORS licenses, ongoing support and maintenance services. DORS is able to interface with the Records Management Systems (RMS) vendors of most law enforcement agencies, including Motorola Spillman.

Designed for law enforcement, DORS automates the reporting process for incidents occurring within a law enforcement agency’s jurisdiction. DORS collects and gathers information from a wide variety of report types – such as minor vehicle accidents and other incident reports – from members of the general public (“Users”). All reports filed using DORS can be automatically imported into most records management systems, with accurate and appropriate UCR and NIBRS compliant coding. DORS also has the ability to provide a separate secure filing area and login to allow agency-designated personnel such as loss prevention officers, to file dynamically created agency report types (e.g., shoplifting report).

DORS was created with security in mind. All information submitted by Users is collected and transferred via a 128 bit encrypted SSL connection and uses the J2EE standard. An email is generated to the Users once the report has been submitted. The system does not rely on cookies or User permissions. DORS issues a temporary report number to the Users and places the temporary report into an administrative holding area for review and modification by the appropriate administrator within your department. The administrator logs into the system via a 128 bit encrypted SSL connection to approve, reject, edit or print reports as appropriate. Rejecting a report deletes it from the system and sends an appropriate email to the User. Approving the report issues an official case number that is pulled from an upper-block of reserved case numbers, places it in a queue to be exported to your designated records management systems, and sends an appropriate email to the user. DORS also allows agency administrators to download and print approved reports.

To the best of our knowledge, DORS is the only online reporting solution with the *Report Merge* functionality – a process that actively monitors inbound reports for possible duplicates or supplements, and enables the agency reviewer to either merge the report as a supplement, mark as a duplicate or continue as an original.


DORS is configurable and gives the agency the ability to allow citizens to choose from several languages including English, Spanish, and Simplified Chinese. DORS also has the ability to include additional languages at the agency’s discretion.

**There is currently no other off the shelf solution on the market that provides the exact same**

features, configurability, capabilities, and security framework as DORS. DORS and related services are not available from any other vendor.

If you have any questions or require additional information, please do not hesitate to contact Jeremy Bringle or me directly. Jeremy Bringle can be reached by phone at 678-849-5032 or via email at [Jeremy.Bringle@LexisNexisRisk.com](mailto:Jeremy.Bringle@LexisNexisRisk.com).

Respectfully,



Jason LaRue

Associate Vice President

317-201-9546 (direct)

[Jason.LaRue@lexisnexisrisk.com](mailto:Jason.LaRue@lexisnexisrisk.com)



“Agencies can create any incident type they can think of ... and are only limited by their imagination.”

—Randy Burkhammer, Director, LexisNexis® Coplogic™ Solutions



**To spark our imaginations, these are just some of the minor crash and incident report types collected online:**

• **Minor vehicle accidents and traffic collisions**

- Abandoned vehicle / property
- Accident (non-injury) / property damage only
- Additional property lists / supplements
- Assault / battery
- Attempted theft
- Bullying incident
- Burglary – residential / commercial
- Check fraud
- Child custody violations
- Courtesy reports
- Credit card fraud / abuse
- Crime tips – anonymous / gang intel, suspicious activity, etc.

- Damage to a vehicle
- Defrauding an innkeeper
- Disturbing the peace
- Documentation only
- Drug / narcotics activity
- Embezzlement
- Extra patrol request
- False impersonation
- Found property
- Fraud
- Harassing phone calls
- Hit & run
- Identity theft
- House watch requests
- Lost property
- Mail theft / stolen packages

- Missing person / livestock / animals
- Property / commercial theft
- Probation violation tip
- Supplements – to reports filed online or taken initially by an officer (ex. Additional stolen/lost property)
- Suspicious circumstances – “see something, say something”
- Theft
- Threats
- Traffic complaints
- Trespassing
- Vacation watch requests
- Vandalism
- Vehicle burglary or tampering
- Wanted person(s) tips
- Welfare fraud

To help us get even more creative, these are a few examples of 3.1.1., registrations and public works incident types collected online:

- Alarm permit registration
- Barking dog complaints
- Bicycle registration
- Graffiti clean up requests
- Illegal dumping
- Littering
- Lost/found animals
- Potholes/road hazards
- Private property registration
- Storm damage
- Street light outages
- Vulnerable person and autism registry

And the list can literally go on and on... these are just a few incident types collected online that require an agency issued user account:

- Code enforcement / violations
- Group home operators – runaway / missing / supplements - when kids return
- Pawn slips – pawn shop can submit pawned property through the system
- Shoplifting - security, mall security, loss prevention officers file online
- Tow sheets – tow companies can use the system to self-report towed vehicles

Using their creative imaginations, over 400 law enforcement agencies across North America collected over 965,000 minor crash and incident reports online, saving them over \$48 Million during 2017.\*

Your agency can join them today and begin offering greater service and convenience to your community while streamlining processes and saving resources.

To learn more please call 877.719.8806 or email [solutionsinquiry@lexisnexisrisk.com](mailto:solutionsinquiry@lexisnexisrisk.com)

*\*Based on agency provided figures*



#### About LexisNexis Risk Solutions

At LexisNexis Risk Solutions, we believe in the power of data and advanced analytics for better risk management. With over 40 years of expertise, we are the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results while upholding the highest standards for security and privacy. Headquartered in metro Atlanta USA, LexisNexis Risk Solutions serves customers in more than 100 countries and is part of RELX Group, a global provider of information and analytics for professional and business customers across industries. For more information, please visit [risk.lexisnexis.com](http://risk.lexisnexis.com).

The Desk Officer Reporting System is not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the Desk Officer Reporting System may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA. Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. Coplogic is a trademark of LexisNexis Claims Solutions Inc. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright © 2018 LexisNexis. NXR12306-00-0318-EN-US

COPLOGIC ONLINE REPORTING STATISTICS (01/01/2023 - 12/31/2022)

TUKWILA POLICE DEPARTMENT

<b>REPORT STATISTICS</b>									
	English	N/A	N/A	N/A	N/A	N/A	N/A	Rejected	Total
2302 - Vehicle Prowl	0	0	0	0	0	0	0	0	0
2921 - Vandalism greater than \$5,000	0	0	0	0	0	0	0	0	0
2922 - Vandalism \$751-\$5,000	0	0	0	0	0	0	0	0	0
2923 - Vandalism \$750 and below	0	0	0	0	0	0	0	0	0
3440 - Identity Theft	0	0	0	0	0	0	0	0	0
4250 - Hit and Run, Non-Injury/No Suspect	0	0	0	0	0	0	0	0	0
610C - Shoplifting Greater than \$5,000	0	0	0	0	0	0	0	0	0
610F - Theft from Vehicle Greater than	0	0	0	0	0	0	0	0	0
610H - Theft Greater than \$5,000	0	0	0	0	0	0	0	0	0
620C - Shoplifting \$751-\$5,000	0	0	0	0	0	0	0	0	0
620F - Theft from Vehicle \$751-\$5,000	0	0	0	0	0	0	0	0	0
620H - Theft \$751-\$5,000	0	0	0	0	0	0	0	0	0
630C - Shoplifting \$750 and Below	0	0	0	0	0	0	0	0	0
630F - Theft from Vehicle \$750 and Below	0	0	0	0	0	0	0	0	0
630H - Theft \$750 and Under	0	0	0	0	0	0	0	0	0
630L - Mail Theft	0	0	0	0	0	0	0	0	0
6410 - Lost Property	0	0	0	0	0	0	0	0	0
8600 - Harassing Phone Call	0	0	0	0	0	0	0	0	0
Extra Patrol Request	0	0	0	0	0	0	0	0	0
Parking Complaint	0	0	0	0	0	0	0	0	0
Traffic Complaint	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0

<b>ESTIMATED TIME AND COST SAVINGS</b>				
Total Reports	Estimated Hours Per Report if Taken By an Officer	Estimated Cost Per Report if Taken By an Officer (\$)	Total Hours Saved	Total Savings (\$)
0	1.50	55.00	0.00	0
<b>ESTIMATED YEAR TO DATE SAVINGS SINCE 01/01/2023</b>				
Year to Date Total Reports	Year to Date Hours Saved	Year to Date Total Savings(\$)		
774	1161.00	42,570		

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: August 21, 2023

Subject: Resolution 68-2023 Utility Easement Cascade Columbia Railroad

The attached Resolution No. 68-2023 Approving Agreements with Cascade and Columbia River Railroad Company is forwarded for your consideration.

New development requires upsizing a water main at the 8<sup>th</sup> street railroad crossing to facilitate the Improvements in the old mill site. This Resolution approves two agreements.

The first agreement amends the original crossing agreement by removing the reference to it and leaving all other terms intact.

The second agreement recognizes the installation and terms of the larger 12" main. The one-time costs associated with the installation agreement will be incurred or passed through to the developer.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 68-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AGREEMENTS  
WITH CASCADE AND COLUMBIA RIVER RAILROAD COMPANY**

**WHEREAS**, Cascade and Columbia River Railroad Company controls the main railroad line within the city of Omak; and

**WHEREAS**, the City of Omak operates a public water system that relies on existing utility easements through the railroad property for the operation of its water system; and

**WHEREAS**, new development requires the replacement of an 8” diameter pipe with a 12” diameter pipe to provide additional water flow; and

**WHEREAS**, to facilitate this upgrade Cascade and Columbia River Railroad Company is requiring that an amendment to the Original 1978 agreement recognizing the removal of the 8” line and entering into a new agreement for the installation of the 12” line.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the **FIRST AMENDMENT TO CROSSING AND WATER PIPELINE AGREEMENT**, between the City of Omak and Cascades and Columbia River Railroad Company, a copy of which is attached hereto and marked as Exhibit “A”, is hereby approved and the Mayor is authorized to execute said document on behalf of the City.

**NOW, THEREFORE BE IT FURTHER RESOLVED** by the City Council of the City of Omak that the **OCCUPANCY LICENSE AGREEMENT, PERMIT No. CSCD230622957**, between the City of Omak and Cascades and Columbia River Railroad Company, a copy of which is attached hereto and marked as Exhibit “B”, is hereby approved and the Mayor is authorized to execute said document on behalf of the City

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

---

Cindy Gagné, Mayor

**ATTEST:**

---

Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

---

Michael Howe, City Attorney

**FIRST AMENDMENT TO**  
**CROSSING AND WATER PIPELINE AGREEMENT**

This First Amendment (this "Amendment") to that certain to Crossing and Water Pipeline Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_ 2023, (the "Effective Date"), by and between **Cascade and Columbia River Railroad Company**, a Delaware corporation ("Railroad"), and **City of Omak**, ("Permittee"), individually, each a "Party" and together, the "Parties".

**WHEREAS**, Railroad and Permittee are parties, or permitted assigns and successors in interest to that certain Crossing and Pipeline Agreement (the "Original Agreement"), dated January 16, 1978, in respect to the permission to excavate for, construct, maintain and operate an 8-inch water pipeline and two crossings; and

**WHEREAS**, the Parties desire and agree to remove the crossing and the water pipeline there in from the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed by the Parties as follows:

1. As of the Effective Date, the any reference to the 8-inch pipeline crossing at Mile Post 95.28 is hereby removed from and is no longer covered under the Original Agreement, including any Exhibits thereto.
  
2. Except as expressly modified, supplemented, revised and/or amended herein, the terms and conditions of the Original Agreement remain in full force and effect and are hereby ratified, approved and confirmed.

*(Signatures on Following Page)*

In WITNESS WHEREOF, the parties hereto have executed this agreement as and of the day of the year first written above.

Railroad:

Permittee:

**Cascade and Columbia River  
Railroad Company**

**City of Omak**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**OCCUPANCY LICENSE AGREEMENT**

This Agreement ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Cascade and Columbia River Railroad Company** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 270, Jacksonville, FL 32224**, and **City of Omak** ("LICENSEE"), whose address is **City Hall, Omak, Washington 98841**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. LOCATION/DESCRIPTION.**

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A.  above ground  below ground
- B.  water pipeline  sewer pipeline  stormwater pipeline  cable tv wireline  fiber optic wireline
- communications wireline  power wireline

located at or near Mile Post **95.28, OROVILLE SUB Subdivision, Latitude: 48.400508, Longitude: -119.519861**, at or near **OMAK**, County of **OKANOGAN**, State of **WA**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

**UNDERGROUND WATER PIPELINE - 12" CARRIER, 18" CASING** including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), **placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

**Section 2. USE/PURPOSE/OWNERSHIP.**

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

**Section 3. FEE.**

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$740**. LICENSEE shall also submit a **one-time agreement processing fee** of **\$1000**, **engineering review fee** of **\$1750** and a **contractor right of entry fee** of **\$1750**, which shall be covered by a separate agreement known as **CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT**. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

**Section 4. TERM/TERMINATION.**

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. If this Agreement shall be terminated without cause by LICENSOR pursuant to this Section 4, and LICENSEE has complied with all of the terms and conditions of this Agreement, then LICENSOR shall refund to LICENSEE the unearned portion of the annual fee paid in advance (prorated on a monthly basis).

**Section 5. INDEMNITY/LIABILITY.**

5.1. LICENSOR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF EACH (HEREINAFTER COLLECTIVELY THE "LICENSOR INDEMNITEES"), SHALL not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND THE LICENSOR INDEMNITEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY. THE INDEMNITIES PROVIDED IN THIS SECTION 5 ARE SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE LICENSOR INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE, EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE LICENSOR INDEMNITEES AND THERE IS NO NEGLIGENCE OR FAULT ON THE PART OF LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 5 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT THE LICENSOR INDEMNITEES SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS THE LICENSOR INDEMNITEES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL THE LICENSOR INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR INDEMNITEES" AS USED IN THIS SECTION 5 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

**Section 6. RESERVED.**

**Section 7. RESERVED.**

**Section 8. ASSIGNMENT.**

Neither this Agreement nor the Occupancy herein granted may be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Upon approval by LICENSOR, LICENSEE shall satisfy any applicable transfer of rights or assignment fees in effect at that time.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

**Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.**

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 9, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by the Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports is required by law. This clause shall survive termination of this Agreement.

**Section 10. NOTIFICATION.**

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (866) 527-3499 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

**Section 11. RESERVED.**

**Section 12. ALTERATIONS/REPAIRS.**

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of the Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

**Section 13. RESERVED.**

**Section 14. INSURANCE.**

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

**Section 15. RESERVED.**



Copy to:

General Counsel  
Genesee & Wyoming Inc.  
20 West Avenue  
Darien, CT 06820  
legalnotices@gwrr.com

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

**Section 23. SPECIAL PROVISIONS.**

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

**Section 24. PRIOR AGREEMENTS.**

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

**Section 25. APPLICABLE LAW.**

This Agreement shall be governed by and construed under the laws of the State of WA without regard to the choice of law provisions thereof.

**Section 26. INTERPRETATION/SEVERABILITY.**

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**Section 27. HEADINGS.**

The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

**Section 28. CONSTRUCTION OF TERMS.** The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

**Section 29. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

**Section 30. CONFIDENTIALITY.**

The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.

*(Signature Page Follows)*

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

LICENSOR

**Cascade and Columbia River Railroad Company**

By: \_\_\_\_\_

Name:

Its:

LICENSEE

**City of Omak**

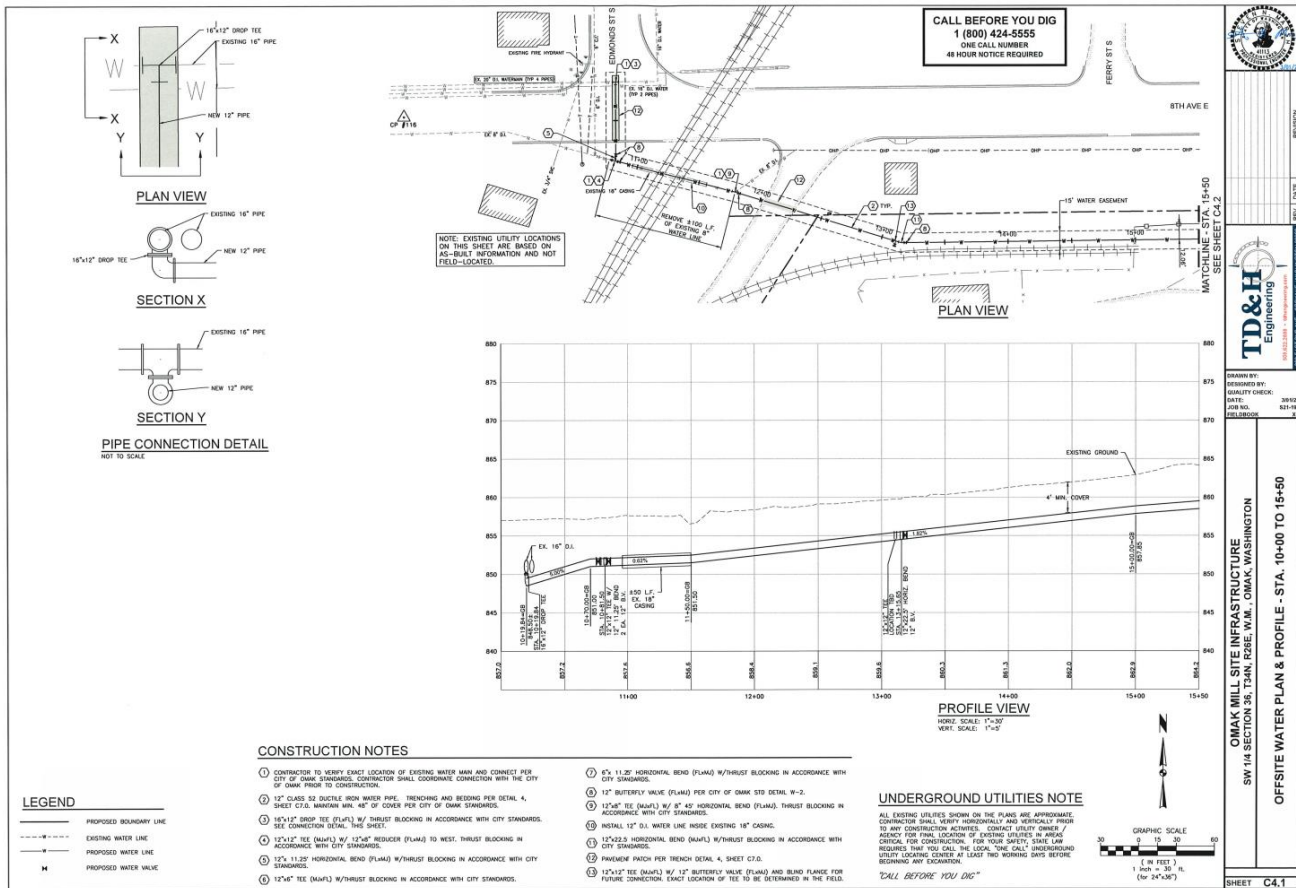
By: \_\_\_\_\_

Name:

Its:

EXHIBIT A

LICENSEE'S FACILITIES



LEGEND

- PROPOSED BOUNDARY LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- M PROPOSED WATER VALVE

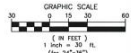
CONSTRUCTION NOTES

1. CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING WATER MAIN AND CONNECT PER CITY OF OMAK STANDARDS. CONTRACTOR SHALL COORDINATE CONNECTION WITH THE CITY OF OMAK PRIOR TO CONSTRUCTION.
2. 12" CLASS DUCTILE IRON WATER PIPE, TRENCHING AND BEDDING PER DETAIL 4, SHEET C1.0. MINIMUM MIN. 48" OF COVER PER CITY OF OMAK STANDARDS.
3. 15" x 12" DROP TEE (DUAL) W/ THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS. TEE CONNECTION DETAIL THIS SHEET.
4. 12" x 12" TEE (DUAL) W/ 12" x 48" REDUCER (PLAN) TO WEST, THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
5. 12" x 11.25" HORIZONTAL BEND (PLAN) W/ THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
6. 12" x 48" TEE (DUAL) W/ THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
7. 6" x 11.25" HORIZONTAL BEND (PLAN) W/ THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
8. 12" BUTTERFLY VALVE (PLAN) PER CITY OF OMAK STD DETAIL W-2.
9. 12" x 48" TEE (DUAL) W/ 48" x 48" HORIZONTAL BEND (PLAN), THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
10. METAL 12" D.I. WATER LINE HOSE EXISTING 18" CASING.
11. 15" x 22.5" HORIZONTAL BEND (DUAL) W/ THRUST BLOCKING IN ACCORDANCE WITH CITY STANDARDS.
12. PAVEMENT PATCH FOR TRENCH DETAIL 4, SHEET C1.0.
13. 15" x 12" TEE (DUAL) W/ 12" BUTTERFLY VALVE (PLAN) AND BLIND FLANGE FOR FUTURE CONNECTION. EXACT LOCATION OF TEE TO BE DETERMINED IN THE FIELD.

UNDERGROUND UTILITIES NOTE

ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY HORIZONTALLY AND VERTICALLY PRIOR TO ANY CONSTRUCTION ACTIVITIES. CONTACT UTILITY OWNER / AGENCY FOR FINAL LOCATION OF EXISTING UTILITIES IN FIELD. CALL FOR CONSTRUCTION PER YOUR STATE'S STATE LAW. REQUIRED THAT YOU CALL THE LOCAL "ONE CALL" UNDERGROUND UTILITY LOCATING CENTER AT LEAST TWO WORKING DAYS BEFORE BEGINNING ANY EXCAVATION.

"CALL BEFORE YOU DIG"



OMAK MILL SITE INFRASTRUCTURE  
SW 1/4 SECTION 36, T34N, R26E, W3M., OMAK, WASHINGTON  
OFFSITE WATER PLAN & PROFILE - STA. 10+00 TO 15+50

TD&H Engineering

DRAWN BY: [REDACTED]  
DESIGNED BY: [REDACTED]  
QUALITY CHECK: [REDACTED]  
DATE: 08/03/2023  
JOB NO. 230622957  
SHEET C4.1



EXHIBIT B

**SURVEY**

EXHIBIT C

**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees and shall name the Licensor Indemnitees as Additional Insureds**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor Indemnitees**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Licensor Indemnitees as the named insureds with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Licensor.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor Indemnitees**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licensor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on

or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licensor at the following address, or to such other address as the Licensor may hereafter specify:

Cascade and Columbia River Railroad Company  
C/O Genesee & Wyoming Railroad Services, Inc.  
13901 Sutton Park Drive South, Suite 270  
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licensor may require the Licensee to purchase additional insurance if the Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licensor will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement but shall be additional security therefor.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

**Omak**

Pipeline  
No. **227,549**

THIS AGREEMENT, made this **16th** day of **January**, 19 **78**, between

**BURLINGTON NORTHERN INC.**, a Delaware corporation, hereinafter called "Railroad," and **CITY OF OMAK**, a municipal corporation of the State of Washington,

whose post office address is **City Hall, Omak, Washington 98841,**

hereinafter called "Permittee."

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain and operate **an 8-inch water pipeline and two crossings,**

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof, and under the tracks of its railroad, as the case may be, at or near **Omak** Station, in the County of **Okanogan**, State of **Washington**, to be located as follows, to-wit:

**crossing at survey station 4936 + 90 - Mile Post 95 + 1,492 feet and crossing at survey station 4965 + 40 - Mile Post 95 + 4,342 feet**

as shown **in red** on the plat hereto attached, marked Exhibit "A", dated **December 8, 1977,** and by this reference thereto made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of **Ninety Dollars (\$90.00) per annua,**

also all taxes and assessments that may be levied or assessed against said facility. Railroad reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for payment shall in no way restrict Railroad's right of termination under Paragraph 9 hereof.

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair the facility placing the same in accordance with the specifications provided in application dated **November 30, 1977,** heretofore approved by the Railroad's Regional Manager Engineering.

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have

the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in the excavation, construction, any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee or any agent or contractor of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for construction, any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track, bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

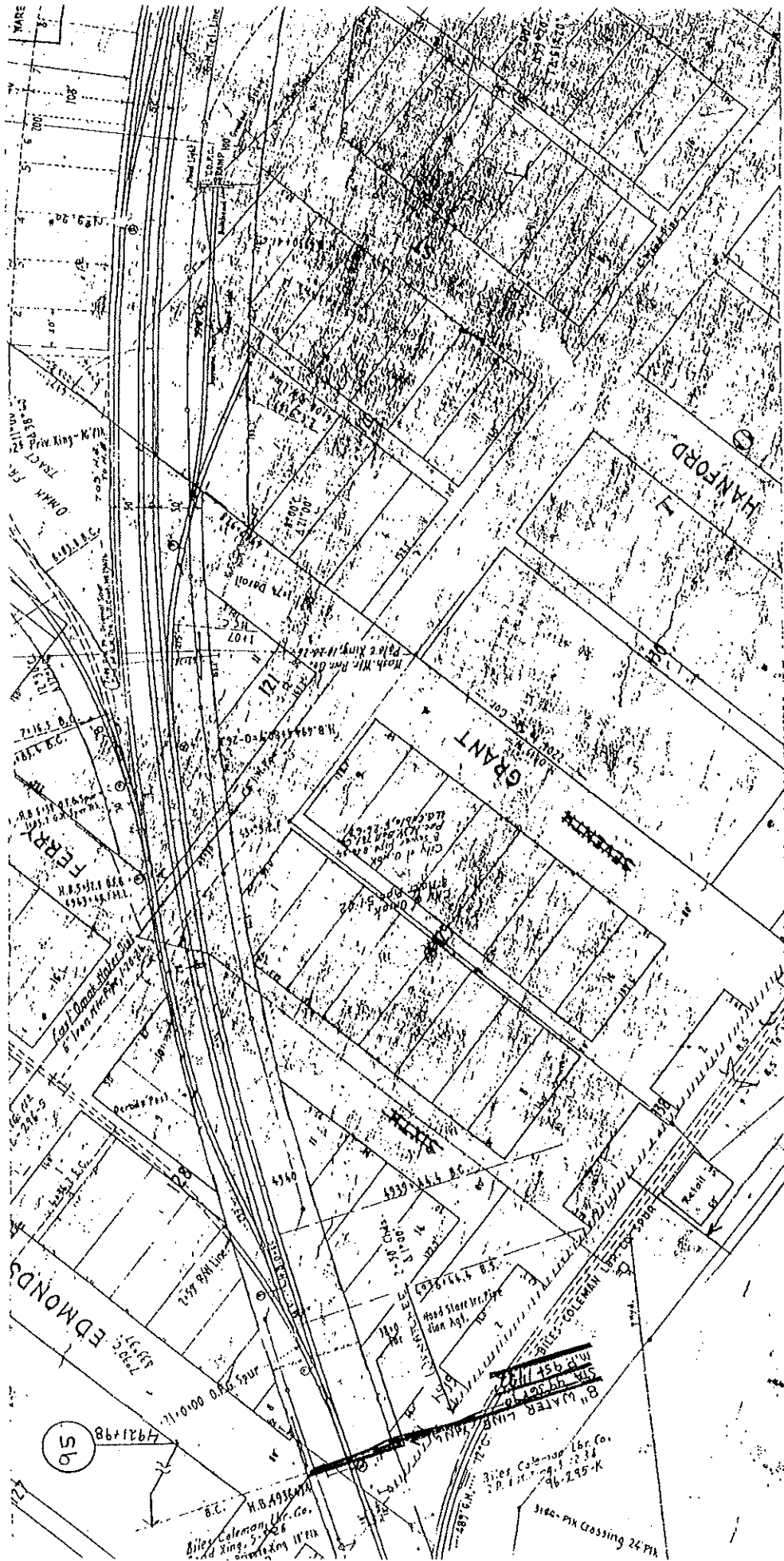
6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

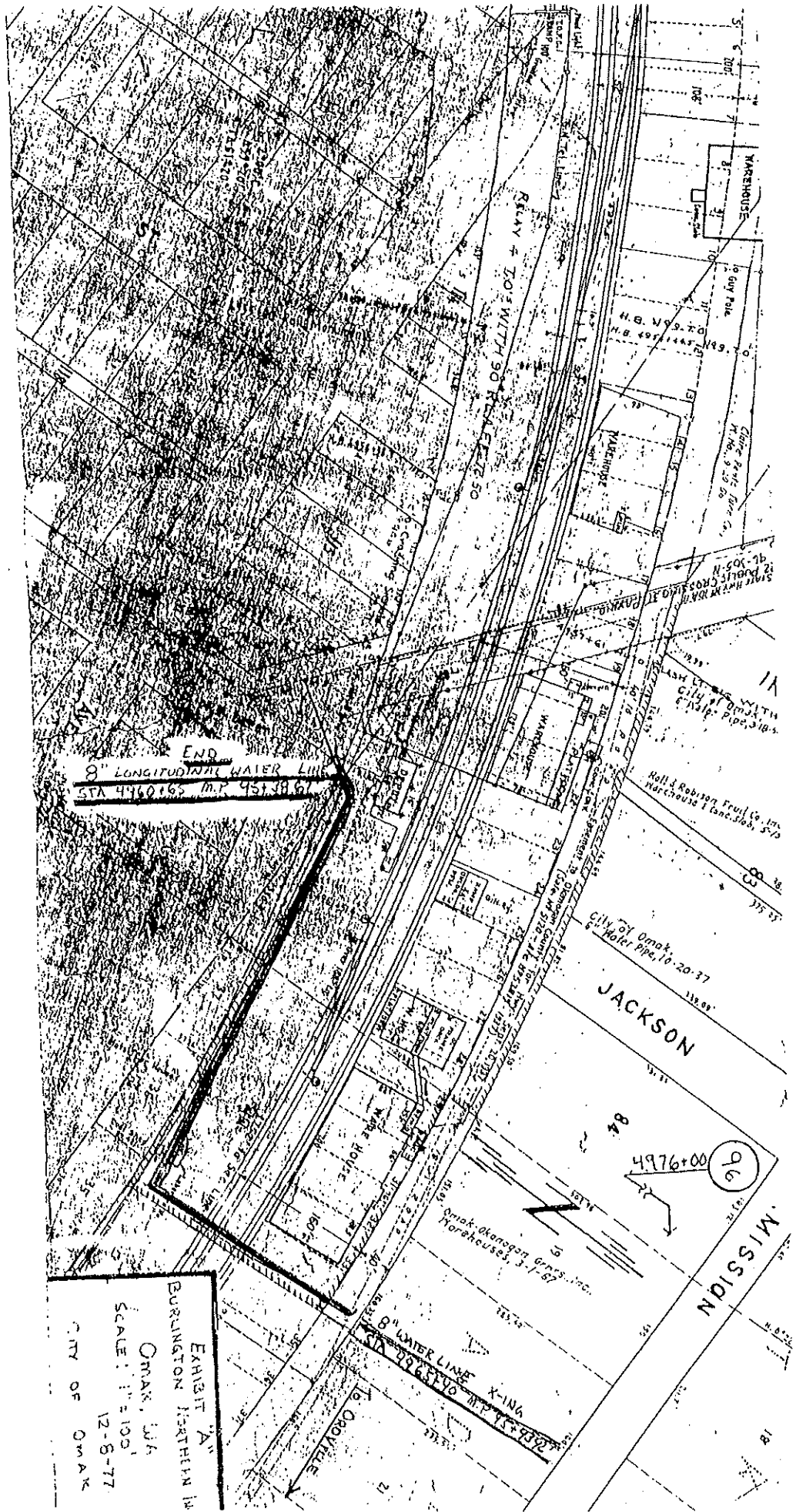
**Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railroad, its officers, employees or agents.**

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. It is expressly understood and agreed that Railroad may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days' notice in writing of its intention to cancel the same and at the expiration of such notice this license and permission shall terminate. Upon receipt of such notice and before the expiration thereof, Permittee, under the supervision and direction of the said Superintendent, or his authorized representative, shall remove the facility from the right of way of Railroad and restore the right of way and premises of Railroad in a manner and to such condition as shall be satisfactory to the said Superintendent of Railroad. If Permittee shall fail to remove the facility and restore the said right of way to such condition within said thirty (30) day period, Railroad at its option may remove the same and restore the said right of way to its previous condition, and Permittee shall pay the cost and expense thereof to Railroad.





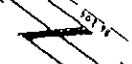
END  
 8" LONGITUDINAL WATER LINE  
 STA 4960+00 M.P. 95+38.6

EXHIBIT "A"  
 BURLINGTON HEATHEN IN  
 OMAK, WA  
 SCALE: 1" = 100'  
 12-8-77  
 CITY OF OMAK

JACKSON

MISSION

4976+00



8" WATER LINE X-INK  
 STA 4965+00 M.P. 95+38.6

Omak Storage & Warehouse, Inc.  
 Warehouse, 3-7-57

City of Omak  
 6" Water Pipe, 10-20-37

State Highway 10  
 Public Crossings

Hall & Robison Fruit Co.  
 Warehouse 1 Lane 304, 3-7-57

H.B.V. 2-7-70  
 H.B. 497+1443-148

WAREHOUSE

Relay + 700' WITH 90° KINK STA 4976+50

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel, Administrator

Date: August 21, 2023

Subject: Resolution 69-2023 Interagency Agreement with the DNR

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The Attached Resolution 69-2023, of the Omak City Council, Approving Interagency Agreement 95-105931 Between the Washington State Department of Natural Resources for Airport Water Infrastructure, is forwarded for your consideration.

This agreement allows for the reimbursement of costs for the airport water improvements. It will include completion of the reservoir project not funded by the initial Capital grant, additional water rights from the Duck Lake Aquifer, and other system improvements TBD for the benefit of the DNR.

I approve this resolution and, urge its adoption.



**RESOLUTION No. 69-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING  
INTERAGENCY AGREEMENT 93-105931 BETWEEN THE CITY OF OMAK  
AND THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES  
FOR AIRPORT WATER INFRASTRUCTURE.**

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

**WHEREAS**, the Department of Natural Resource has selected the Omak Airport as a potential site to construct a permanent facility; and

**WHEREAS**, the State Legislature has approved funding to the Department of Natural Resources to assist in the construction of water infrastructure that will be required for future development at the Omak Airport; and

**WHEREAS**, this project is mutually beneficial to the City of Omak and the Department of Natural resources; and

**WHEREAS**, an Interagency agreement has been prepared that adequately defines the roles and the responsibilities of the City of Omak and the Department of Resources.

**NOW, THEREFORE, BE IT RESOLVED** by the Omak City Council, that Interagency Agreement 93-105931, between the City of Omak and Washington State Department of Natural Resources, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized to execute the same for and on behalf of the City.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
NO. 93-105931

**PI:** 976  
**Funding Source:** State  
**Grant Funded:**  No  
**OMWBE:** Not Applicable  
**Procurement method:**  Exempt

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as the CITY.

DNR and City of Omak enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Omak  
Po Box 72  
Omak, WA 98841  
**Phone:** 509-826-6531  
**Email:** admin@omalccity.com

**IT IS MUTUALLY AGREED THAT:**

**1.0 Purpose.** The purpose of this Agreement is to construct a water tower to supply a connection with proposed land-use changes and planned improvements for a planned DNR facility, which is to be located adjacent to the Omak Municipal Airport and on land currently owned or managed by the City of Omak. This will provide DNR with the opportunity to construct a Regional Fire Response Center. The water tower is a prerequisite to any construction by the Department of Natural Resources because the water tower is necessary to provide sufficient flow to supply water pressure and volume to building fire suppression systems required by building code for any permitted construction at the site. Planned improvements within or immediately adjacent to the

Omak Municipal Airport must be compliant with the airport master plan and other related Federal Aviation Administration (FAA) and Washington State Department of Transportation (WSDOT) Aviation regulations and guidelines. The planned DNR facility must be consistent with FAA-approved airport master planning documents, and further, must comply with all applicable FAA and WSDOT regulations, standards, and guidelines in relation to the Omak Municipal Airport.

**2.0 Scope of Work.** The CITY will construct a water tower reservoir with sufficient flow to enable DNR to construct its Regional Fire Response Center. All services rendered along with work products and deliverables developed under this Agreement shall conform to applicable codes and standards, which include, but are not limited to, the following:

- All applicable State and Local Land-Use and other codes, standards, and guidelines as may be applicable to the proposed work.
- Applicable federal, state, and local land-use and environmental rules, including terms and conditions of any permits or approvals issued, or as may be applicable, to the planned work.
- Safety and Health Standards, Codes, Rules and Regulations as may be applicable to the planned work.
- 2021 International Building Code (IBC), 2021 International Mechanical Code, 2021 Fire Code, and Washington State Energy Code, including the current Washington State code amendments (as applicable).
- WADOH Water System Design Manual, December 2009 (or current edition).
- Okanogan County Public Health, On-Site Sewage Disposal Regulations, March 2008 (or current edition).
- 2010 ADA Standards for Accessible Design, or most current edition (as necessary).
- Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition and any amendments thereto (as necessary).
- Other applicable federal, state, or local laws, codes, or standards in relation to the planned work.

**3.0 Period of Performance.** The period of performance under this contract will be from July 1, 2023 to June 30 2025, or date of execution, whichever is later, through June 30, 2025.

**4.0 Payment.** The parties estimate that the cost of accomplishing the work will not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

**5.0 Billing Procedures.** CITY shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after

the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-105931
- B. The (e.g., monthly fixed cost, etc.) for each (month billed, deliverable, etc.
- C. The total number of hours worked for each employee.
- D. The total amount of taxes (if any)
- E. Any other relevant information.
- F. The total invoice charge.

**6.0 Records Maintenance.** The CITY shall maintain books, records, documents, and other evidence, to sufficiently document all direct and indirect costs incurred by CITY in providing the services. These records shall be available for inspection, review, or audit by personnel of the CITY, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The CITY shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**7.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**8.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**9.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**10.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days’ prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**11.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

**12.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

**13.0 Governance.** This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules.
- (2) Scope of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**14.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**15.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**16.0 Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

**17.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

## **18.0 Responsibilities of the Parties/Indemnification.**

To the fullest extent permitted by law, CITY shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CITY's obligation to indemnify, defend, and hold harmless includes any claim by the CITY's employees, representatives, any subcontractor or its employees, or any third party.

However, the CITY shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the CITY, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then the CITY's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the CITY, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The CITY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

**19.0 Insurance.** The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

## **OR**

Before using any of said rights granted herein and its own expense, the CITY shall purchase and maintain, [**optional:** or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The CITY shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The CITY shall also provide renewal certificates as appropriate during the term of this Agreement.

The CITY shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure Agreement No. 93-105931

of the CITY to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the CITY's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The CITY shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The CITY shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The CITY shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The CITY waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The CITY shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The CITY waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. The CITY waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

**ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or



nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If the CITY is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that The CITY's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the CITY is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The City waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

**20.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

## **21.0 Contract Management.**

<b>CONTRACTOR Contract Manager Information</b>	<b>DNR Contract Manager Information</b>
Todd McDaniel CITY P.O. Box 72 Omak, WA 98841 <i>Phone : 509-826-1170</i> <i>Email address: <a href="mailto:admin@omakcity.com">admin@omakcity.com</a>.</i>	Brian Eko Department of Natural Resources 1111 Washington St SE MS 47030 Olympia, WA 98504-7030 <i>Phone: 360-918-2598</i> <i>Email address: <a href="mailto:brian.eko@dnr.wa.gov">brian.eko@dnr.wa.gov</a></i>
<b>CONTRACTOR Project Manager Information</b>	<b>DNR Project Manager Information</b>
Todd McDaniel CITY P.O. Box 72 Omak, WA 98841 <i>Phone : 509-826-1170</i> <i>Email address: <a href="mailto:admin@omakcity.com">admin@omakcity.com</a>.</i>	Brian Eko Department of Natural Resources 1111 Washington St SE MS 47030 Olympia, WA 98504-7030 <i>Phone: 360-918-2598</i> <i>Email address: <a href="mailto:brian.eko@dnr.wa.gov">brian.eko@dnr.wa.gov</a></i>

**22.0 Subcontracts.** Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CITY OF OMAK**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

---

**Signature** **Date**  
Cindy Gagne

---

**Name**  
Mayor

---

**Title**

PO Box 72  
Omak WA 98441

---

**Address**

509-826-1170

---

**Telephone**

*BRULE BURKHART* 8/14/23

---

**Signature** **Date**  
Brule Burkhart

---

**Name**  
Director of Enterprise Services

---

**Title**

1111 Washington St SE MS 47030  
Olympia, WA 98504-7030

---

**Address**

360-902-1251

---

**Telephone**

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel, Administrator

Date: August 21, 2023

Subject: Resolution 70-2023 Sunrise Disposal- SunOpta Waste to Energy

---

The Attached Resolution 69-2023, Approving an Agreement Between Sunrise Disposal, Inc. and SunOpta is forwarded for your consideration.

SunOpta has requested special waste hauling services that do not fit neatly within our existing processes and agreements. We previously amended our agreements with the Okanogan County Solid Waste Management to facilitate this service request. Sunrise and SunOpta have negotiated the terms and rates for this service, and they have included the necessary fees that will be collected and remitted during the billing process.

I approve of this resolution and urge its adoption.

**RESOLUTION NO. 70-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN SUNRISE DISPOSAL AND SUNOPTA**

**WHEREAS**, the City of Omak is the sole provider of solid waste collection and disposal in the Omak incorporated city limits; and

**WHEREAS**, Sunrise Disposal is the sole contractor, contracted for the collection and hauling of residential and commercial waste within the city's jurisdiction; and

**WHEREAS**, SunOpta a commercial customer in the City of Omak, has specific disposal needs that cannot be delivered under the City's current policies and agreements; and

**WHEREAS**, Sunrise Disposal and SunOpta have fairly negotiated an agreement that mutually benefits each party and it incorporates the necessary rates and charges that will be billed by the City of Omak.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council for the City of Omak, Washington do hereby approve the agreement between Sunrise Disposal and SunOpta, attached hereto as exhibit "A." The Mayor is hereby authorized to execute the same for and on behalf of the City.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

July 24, 2023

## Agreement Between SunOpta and Sunrise disposal for the Diversion of waste to Spokane Waste to Energy

### Preamble:

The City of Omak is the sole provider of solid waste collection and disposal in the Omak Incorporated City Limits. The city is responsible for setting rates and ensuring safe reliable disposal services. The city is a member of the Okanogan County Solid Waste System. The mission of the Okanogan Solid Waste System is to ensure that current and future capacities exist for disposal of solid wastes generated within the County.

Sunrise Disposal is the sole contractor contracted by the City for the collection and hauling of residential and commercial waste within the city's Jurisdiction.

Sunopta has requested special disposal services to promote their business needs. Sunopta has negotiated the costs of service with Sunrise Disposal for their special services needs.

Beginning March 17, 2023 Sunrise Disposal, Inc will be providing solid waste hauling services for Sunopta, a business located within the City limits of Omak, WA, to Spokane's Waste to Energy Facility. The fee structure and expectations for performance of these duties are as followings.

- All waste from SunOpta Omak is to go to the Spokane Waste to Energy Plant. If for operational reasons, waste cannot go to Spokane Waste to Energy Plant, the Okanogan County Landfill will be used. Sunrise disposal will provide Sunopta with advanced notice and reasons for diversion. Disposal to the Okanogan County Landfill will be billed at the city's established rate.
- Waste delivered to the Spokane Waste to Energy Plant will be billed at the priced agreed upon between Sunopta and Sunrise Disposal, as approved by the City. All disposal costs due to Spokane Waste to Energy will be paid directly by Sunopta.
- Sunrise Disposal will submit an invoice to the city identifying the type of services provided and any tonnage receipts for waste delivered to Spokane Waste to Energy.
- The City of Omak will complete the billing for the disposal service. Billing costs for disposal not included in the city's annual fee schedule, will include an 8% administrative fee on the services supplied by Sunrise Disposal. Additionally, a fee equal to 25% of the total cost of the disposal fees that would have been incurred at the Okanogan County central Landfill if the waste was not diverted to the Spokane facility, will be collected, and remitted to Okanogan County Solid Waste division.


Fees due to Sunrise Disposal for diversion to Spokane Waste to energy:

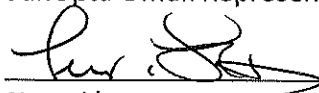
- Single container via rolloff truck roundtrip: \$1400.00
- Two containers via rolloff truck and trailer roundtrip: \$2100.00
- Sunrise Disposal will provide 40 or 45 yard containers. Rental rate: \$3.50 daily regardless of disposal location.

Dion Gotti

\_\_\_\_\_  
Dion Gotti – Sunrise Disposal, Inc.

 \_\_\_\_\_  
Signed/Date 7/28/2023

  
SunOpta Omak Representative

 \_\_\_\_\_  
Signed/Date 8/7/23

\_\_\_\_\_  
Cindy Gagné, Mayor

\_\_\_\_\_  
Signed/Date

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: August 21, 2023

Subject: **Resolution No. 71-2023** Approving an Award of contract for Omak Skatepark Project G&O #23843

---

The Attached Resolution: **71-2023, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AWARD OF THE CONTRACT FOR OMAK SKATEPARK PROJECT G&O #23843** is forwarded for your consideration.

This project is to construct a new skatepark within eastside park. RCO has approved \$418,465 in grant funds for the project.

Based on the evaluation and recommendation from G&O and City staff we recommend approval of the contract with Grindline Skateparks, Inc

We are requesting approval of this resolution.



**RESOLUTION NO. 71-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR OMAK SKATEPARK PROJECT G&O #23843**

**WHEREAS**, the Omak Skatepark Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, July 26, 2023 and again in the Omak Chronicle on August 2, 2023; and

**WHEREAS**, bids were received until 2:00 pm on Wednesday, August 16, 2023 and then opened and publicly read aloud; and

**WHEREAS**, a total of one bid was received; and

**WHEREAS**, the Cities Consulting Engineers, Gray & Osborne, have reviewed the submittals for the correctness of extensions of prices per unit and total cost, and it is their recommendation to award the contract to, Grindline Skateparks, Inc, as the low, responsive, responsible bidder for the contract work to be done, contingent upon Washington State Recreation and Conservation Office approval.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, that the Contract for Omak Skatepark G&O #23843, a copy of which is available for inspection in the Clerk's Office, be awarded to Grindline Skateparks, Inc, in the amount of \$518,984.17. The Mayor is authorized and directed to execute all necessary contract documents.

**PASSED AND APPROVED BY THE OMAK CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney



August 17, 2023

Mr. Todd McDaniel  
City Administrator  
City of Omak  
2 North Ash Street  
Omak, Washington 98841

SUBJECT: REVIEW OF BIDS, OMAK SKATEPARK  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #23843

Dear Mr. McDaniel:

On Wednesday, August 16, 2023, the City of Omak received one responsive bid and no non-responsive bids for the Omak Skatepark. The responsive bid was \$518,984.18. The Engineer's Estimate was \$382,706.65. The proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, this correction did not change the position of the low bidder. 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. | Grindline Skateparks, Inc. (Seattle, WA) ..... | \$518,984.18        |
|    | <b>Engineer's Estimate .....</b>               | <b>\$382,706.65</b> |

The lowest responsive bidder, Grindline Skateparks, Inc. of Seattle, 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, Grindline Skateparks, Inc. of Seattle, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Grindline Skateparks, Inc. and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.



Mr. Todd McDaniel  
August 17, 2023  
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, should sufficient funds be available and contingent upon Washington State Recreation and Conservation Office approval:

Grindline Skateparks, Inc.  
4619 14<sup>th</sup> Avenue SW  
Seattle, WA 98106

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


Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/cah  
Encl.  
By email

cc: Mr. Wayne Beetchenow, Public Works Director, City of Omak  
Mr. Brian Carpenter, Washington State Recreation and Conservation Office

	BIDDER			<b>ENGINEER'S ESTIMATE</b>	<b>GRINDLINE SKATEPARKS, INC.</b>	
	BIDDER ADDRESS				<b>4619 14<sup>th</sup> Avenue SW Seattle, WA 98106</b>	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				<b>028,317-00</b>	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER				<b>GRINDSI981PC</b>	
	BID BOND OR OTHER GOOD FAITH TOKEN				<b>5% BID BOND</b>	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1 LS	\$48,143.24	\$48,143.24	\$20,000.00	\$20,000.00
2	Minor Change	1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	Omak Skatepark	1 LS	\$278,095.25	\$278,095.25	\$425,969.23	\$425,969.23
	Subtotal			\$336,238.49		\$455,969.23
	TERO Fee @ 5%			\$16,811.92		\$22,798.46
	Sales Tax @ 8.4%			\$29,656.23		\$40,216.49
	<b>TOTAL CONSTRUCTION COST</b>			\$382,706.65		\$518,984.18
	Sealed bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841 on Wednesday, August 16, 2023, at 2:00 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.					
					<b>DENOTES MATHEMATICAL OR ROUNDING ERROR</b>	
	<b>DAVID G. ELLIS, P.E.</b>					

## 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.

<b>General Information</b>							
Owner/Project Name: <b>City of Omak - Omak Skatepark</b>	Project Number: <b>23843</b>						
Bidder's Business Name: <b>Grindline Skatepark, Inc.</b>	Bid Submittal Deadline: <b>August 16, 2023</b>						
<b>Contractor Registration</b>							
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>							
License Number: <b>GRINDSI981PC</b>	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): <b>10/03/2002</b>	Expiration Date: <b>10/10/2024</b>						
<b>Current UBI Number</b>							
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>							
UBI Number: <b>602 196 010</b>	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
<b>Industrial Insurance Coverage/Worker Compensation</b>							
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>							
Account Number: <b>028,317-00</b>	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
<b>Employment Security Department Number</b>							
Employment Security Department Number: <b>191402-00-5</b>							
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? <span style="float: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></li> </ul>							
<b>State Excise Tax Registration Number</b>							
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>							
Tax Registration Number: <b>602-196-010</b>	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
<b>Certification of Compliance with Wage Payment Statutes Clause Signed</b>							
(See Proposal for Required Clause or Signed Certification Form) <span style="float: right;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></span>							
<b>Not Disqualified from Bidding</b>							
<a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>							
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>							
<b>Public Works Requirements Training</b>							
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>							
Contractor: <table style="display: inline-table; vertical-align: middle;"> <tr><td>Is Exempt from this Requirement</td><td><input checked="" type="checkbox"/></td></tr> <tr><td>Has Completed Training</td><td><input type="checkbox"/></td></tr> <tr><td>Has Not Completed Training</td><td><input type="checkbox"/></td></tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
Is Exempt from this Requirement	<input checked="" type="checkbox"/>						
Has Completed Training	<input type="checkbox"/>						
Has Not Completed Training	<input type="checkbox"/>						
<b>Excluded Parties Listing System (Federal Funded Projects)</b>							
<a href="https://www.sam.gov/">https://www.sam.gov/</a>							
Does the Bidder have an Active Exclusion? <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>							
<b>Checked by:</b>							
Name: <b>Justin Wies</b>	Date: <b>08/16/2023</b>						

# Contractors

[Back](#)

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## GRINDLINE SKATEPARKS INC

### Owner or tradesperson

#### Principals

ROSHOLT, JENNIFER LOUISE, PRESIDENT

KLINEDINST, JAMES R, SECRETARY

MILLER, MONICA, TREASURER

FLUEGGE, MATHEW BRETT, CHIEF  
EXECUTIVE OFFICER

PALMER, DAVID LENT, DIRECTOR

HELMUTH-SHAPIRO, MICAH

SAMUEL, DIRECTOR

OWEN, ROBERT VINCENT, DIRECTOR

GIAQUINTA, EMILY GREER, DIRECTOR  
(End: 05/16/2022)

HUBBARD, ROGER MARK, PRESIDENT  
(End: 10/01/2018)

PALMER, DAVID LENT, DIRECTOR  
(End: 10/01/2018)

HILLDEBRAND, JOHN, SECRETARY  
(End: 10/24/2007)

**4619 14TH AVE SW  
SEATTLE, WA 98106  
KING County**

### Doing business as

**GRINDLINE SKATEPARKS INC**

### WA UBI No.

**602 196 010**

### Business type

**Corporation**

### Governing persons

**JENNIFER**

### ROSHOLT

ROB OWEN;  
JAMES KLINEDINST;  
MATT FLUEGGE;  
DAVE PALMER;  
MICAH HELMUTH SHAPIRO;  
MONICA MILLER;

## 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.

**GRINDSI981PC**

### Effective — expiration

**10/03/2002— 10/10/2024**

### Bond

Travelers Cas and Surety Co of America \$12,000.00  
Bond account no.  
**105772457**

Received by L&I Effective date  
**09/07/2012** **09/18/2012**  
Expiration date  
**Until Canceled**

#### Insurance

AIX Specialty Insurance Co \$2,000,000.00  
Policy no.  
**L12j07054300**

Received by L&I Effective date  
**07/06/2023** **07/07/2023**  
Expiration date  
**07/07/2024**

#### Insurance history

##### 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

No active certifications exist for this business.

##### Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

## 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  
**028,317-00**

**Account is current.**

Doing business as

**GRINDLINE SKATEPARKS INC**

Estimated workers reported

**Quarter 2 of Year 2023 "11 to 20 Workers"**

L&I account contact

**T0 / MICHELE GARRETT (360) 902-4620 - Email: GAMI235@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.

##### 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.





## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From:  To:

Penalty Due:

Wage Due:

[Download all debarment data](#)

Show  per page

Showing 0 records

FirstPreviousNextLast

Company Name UBI License Principals Status RCW Debar Begins Debar Ends Penalty Due Wages Due

There are no records that match your search criteria.

Show  per page

Showing 0 records

FirstPreviousNextLast



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All Words

e.g. 1606N020Q02

Select Domain  
**Entity Information**



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By




**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 123456789, Smith Corp

Grindline



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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**APPENDIX A**

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA  
AND SECTION 00 45 13 – SKATEPARK CONTRACTOR  
(OR SUBCONTRACTOR) QUALIFICATIONS**

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS  
OMAK SKATEPARK

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Omak by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 2.01.8 of the General Conditions shall be grounds for rejection of the bid. The City of Omak will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: Grindline Skateparks, Inc.

Address: 4619 14th Ave SW Seatte, WA 98106

Phone: 2069326414

Contact Person: James Klinedinst

2. **Delinquent State Taxes**

Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

08/14/23

(Date)



(Signature)

James Klinedinst

(Print Name)

Secretary

(Title)

**3. Subcontractor Responsibility:**


Instructions to Bidders: Check all boxes that apply

- The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.
- The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.
- The Bidder's subcontract form includes a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

08/14/23

(Date)



(Signature)

James Klinedinst

(Print Name)

Secretary

(Title)

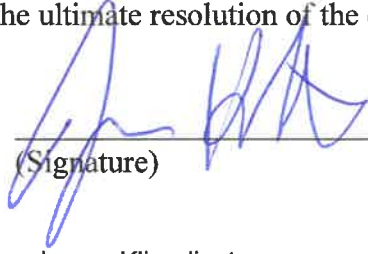
**4. Claims Against Retainage and Bonds:**

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

08/14/23  
(Date)

  
(Signature)

James Klinedinst  
(Print Name)

Secretary  
(Title)



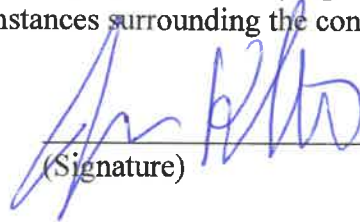
**5. Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

08/14/23  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

James Klinedinst  
\_\_\_\_\_  
(Print Name)

Secretary  
\_\_\_\_\_  
(Title)

**6. Termination for Cause/Termination for Default**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

08/14/23

(Date)



(Signature)

James Klinedinst

(Print Name)

Secretary

(Title)

**7. Lawsuits**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

08/14/23  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

James Klinedinst  
\_\_\_\_\_  
(Print Name)

Secretary  
\_\_\_\_\_  
(Title)

**8. Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

08/14/23  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

James Klinedinst  
\_\_\_\_\_  
(Print Name)

Secretary  
\_\_\_\_\_  
(Title)

**9. Capacity and Experience**

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

**A. Capacity**

i. Gross dollar amount of work currently under contract:

\$10,349,320

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ii. Gross dollar amount of contracts currently not completed:

\$6,366,143

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iii. 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:

Mini Excavator (owned), SKid steer (rented), shotcrete pump (owned), concrete boom pump (rented), roller (rented)

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iv. Number of superintendents on Bidder's staff:

8

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B. Experience

i. General character of work performed by firm:

Skatepark design and construction.

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ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Dave Palmer. 21 years.

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iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: \_\_\_\_\_

Travis Stombaugh

425-831-1900 tstombaugh@siviewpark.org

Owner is a Government Agency?  Yes  No

Superintendent's Name: Mike Swim

Project Name: Torguson Skatepark

Awarded Contract Amount: \$726,000

Final Contract Amount: \$726,000

Completion Date: February 2021

Project Description: Skatepark design and construction.

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#2 Owner's Name and Contact Information: Charlotte Mitchell, PE  
(509) 888-3662 cmittell@wenatcheewa.gov

Owner is a Government Agency?  Yes  No

Superintendent's Name: Dave Palmer

Project Name: Hale Park Skatepark

Awarded Contract Amount: \$279,000

Final Contract Amount: \$279,000

Completion Date: September 2019

Project Description: Skatepark design and construction.

#3 Owner's Name and Contact Information: Jason Brill  
jbrill@walkermacy.com +1 (206) 582-3874

Owner is a Government Agency?  Yes  No

Superintendent's Name: Mike Swim

Project Name: Civic Center Playfield Skatepark

Awarded Contract Amount: \$211,804

Final Contract Amount: \$211,804

Completion Date: July 2023

Project Description: Skatepark design and construction.

**SKATEPARK CONTRACTOR (OR SUBCONTRACTOR) PREQUALIFICATION STATEMENT**

The intent of the OWNER is to pre-qualify Skatepark Contractors (or Subcontractors) for this project who must have prior specialty skate park construction experience. This prequalification is required for specialty skate park items only. Other work normally performed by a general contractor (site grading, drainage, paving, concrete flatwork, etc.) that is considered site work does not require prequalification. This statement will determine the skatepark subcontractor's qualification for this project. In addition to skate park construction experience, firms must also demonstrate an ability to meet minimum guidelines as set in the SPECIAL PROVISIONS of the Contract Documents. Submission of this questionnaire does not constitute qualification. Qualification may be denied for any reason the Owner deems necessary for the successful completion of the project.

**SKATEPARK CONTRACTOR (OR SUBCONTRACTOR) INFORMATION**

COMPANY NAME (Full Legal Name)

Grindline Skateparks, Inc.

STREET ADDRESS

4619 14th Ave SW, Seattle, WA 98106

MAILING ADDRESS (If Different Than Above)

STATE /ZIP /PHONE

WA 98106 2069326414

CONTACT PERSON E-MAIL /FAX #

james@grindline.com 2069326840

FEDERAL TAX ID NO.

75-3041527

APPLICATION SUBMITTED BY:

James Klinedinst

Corporate Secretary

(Name)

(Title)

**DOCUMENTATION OF PROJECT EXPERIENCE**

The following forms shall be completed by each skatepark subcontractor.

- Skatepark Contractor (or Subcontractor) prequalification statement
- Skatepark Contractor (or Subcontractor) information
- Current skatepark project experience
- Past skatepark Project experience
- All attachments requested



**SKATEPARK CONTRACTOR (OR SUBCONTRACTOR) INFORMATION**

How many years has your organization been in business under your present name?

21 years

If the Skatepark Contractor (or Subcontractor) is a corporation, please provide the following:

State & Date of Incorporation: Washington April 8, 2002  
Contractor License # and Classification: GRINDS1981PC CC01  
Secretary / Treasurer's Name: James Klinedinst

If the Skatepark Contractor (or Subcontractor) is a partnership, please provide the following:

State & Date of Partnership \_\_\_\_\_  
Contractor License # \_\_\_\_\_  
General Partner(s) Names \_\_\_\_\_

If the Skatepark Contractor (or Subcontractor) is sole proprietor, or individually owned, please provide the following:

State, & Date of Ownership \_\_\_\_\_  
Primary Owner's Name & License # \_\_\_\_\_

**Please Check**

**YES NO**

- 1. Have you ever operated under any other names in the past?  
If so, name of organization \_\_\_\_\_
- 2. Has any owner, officer or partner of your organization ever been an owner, officer or partner of this or any other organization that failed to complete a construction contract or been charged liquidated damages? If yes, please provide additional information on a separate sheet.
- 3. Has your organization ever been denied, debarred, or suspended by a government agency with regard to licensing or award of contracts? If yes, please provide additional information on a separate sheet.
- 4. Does the organization owe back taxes to the IRS ? If so how much ? ? If yes, please provide additional information on a separate sheet.
- 5. Has your organization ever failed to qualify as a Skatepark subcontractor of any project? If yes, please provide additional information on a separate sheet.

**CURRENT SKATEPARK PROJECT EXPERIENCE**

Please provide a list of **all** concrete skatepark construction projects that are **in progress** by your organization or which are complete but have not been open and in operation for a period of at least one year. The projects listed must have a construction agreement. **PROJECT INFORMATION REQUIRED** – Please provide all information requested including the name, location, owner, address, size, percent of completion, designer, scope of work and a description of the projects.

**PAST COMPLETED SKATEPARK PROJECT EXPERIENCE**

The Skatepark Contractor (or Subcontractor), in order to be pre-qualified for this project must have completed **(10)** public concrete skate park facilities with a minimum skating area of **5,000 square feet** in the last **5 years. 2 must have been completed within the past 5 years.**

These parks must be open and in good operating condition for at least one year. Only those projects where the complete construction of the facility has been the sole responsibility of your firm can be included. Please provide detailed project information and verifiable references for each of these qualifying skatepark facilities.

The city reserves the right to waive minor irregularities regarding the skatepark subcontractor's requirements.

**PROJECT INFORMATION REQUIRED** – Please provide all information requested including the name, location, owner, address, size, percent of completion, designer, scope of work and a description of the projects.

**PROJECT PHOTO REQUIRED** – Please provide at least one (1) photo of each completed construction.

**ACI SHOTCRETE NOZZLEMAN CERTIFICATION**

The Skatepark Contractor's (or Subcontractor's) proposed Shotcrete Nozzle Operator(s) must be qualified under the ACI Shotcrete Nozzleman Certification Program and have at least (5) years of experience in shotcrete as applied to Skateparks. Contractors must provide proof of certification. Contractors must provide (5) project references (skateparks constructed by your company only) that the Shotcrete Nozzle Operator(s) was directly involved with applying shotcrete. Only qualified and approved Shotcrete Nozzle Operator(s) are permitted to perform shotcrete work on this project. Qualified and approved Shotcrete Nozzle Operator(s) must be onsite during all major shotcrete work. The Contract Administrator reserves the right to reject any Skatepark Contractors (or Subcontractors) with Shotcrete Nozzle Operator(s) that do not meet the required skills and experience criteria.

**Project #1** Judkins Skatepark - Seattle, WA  
ACI Certified Shotcrete Nozzleman Dave Palmer  
Reference name & contact number Kelly Goold (206) 684-7250

**Project #2** Issaquah Skatepark - Seattle, WA  
ACI Certified Shotcrete Nozzleman Dave Palmer  
Reference name & contact number Jennifer Fink 425 837-3322

**Project #3** Star Idaho Skatepark - Star, ID  
ACI Certified Shotcrete Nozzleman Dave Palmer  
Reference name & contact number Tom Erlebach 208 863 0195

**Project 4** Rhodes Park Skatepark - Boise, ID  
ACI Certified Shotcrete Nozzleman Dave Palmer  
Reference name & contact number Ken Fisher 208-867-3652

**Project 5** McVicker Park Skatepark - Lake Elsinore, CA  
ACI Certified Shotcrete Nozzleman Dave Palmer  
Reference name & contact number Johnathan O. Skinner (951) 674-3124

**Proof of ACI Nozzleman Certification Attached?**

YES NO

**HEAD CONCRETE FINISHER**

The Skatepark Contractor's (or Subcontractor's) proposed Head Concrete Finisher must have at least (5) years of experience in concrete finishing as applied to concrete skateparks. Contractors must be directly involved with finishing skatepark concrete in a lead role. Only qualified and approved Concrete Finishers are permitted to perform finishing work on this project. The Head Concrete Finisher must be onsite during all major finishing work. The Contract Administrator reserves the right to reject any contractors with a Head Concrete Finisher that does not meet the required skills and experience criteria.

**Project #1** Judkins Skatepark - Seattle, WA

Head Concrete Finisher Dave Palmer

Reference name & contact number Kelly Goold (206) 684-7250

**Project #2** Issaquah Skatepark - Seattle, WA

Head Concrete Finisher Dave Palmer

Reference name & contact number Jennifer Fink 425 837-3322

**Project #3** Star Idaho Skatepark - Star, ID

Head Concrete Finisher Dave Palmer

Reference name & contact number Tom Erlebach 208 863 0195

**Project 4** Rhodes Park Skatepark - Boise, ID

Head Concrete Finisher Dave Palmer

Reference name & contact number Ken Fisher 208-867-3652

**Project 5** McVicker Park Skatepark - Lake Elsinore, CA

Head Concrete Finisher Dave Palmer

Reference name & contact number Johnathan O. Skinner (951) 674-3124

**ADDITIONAL QUESTIONNAIRE & REQUIREMENTS**

Please accurately answer & provide for all the information requested utilizing a separate sheet as necessary.

**Please Check****YES NO**

- A. Has your firm excavated a below ground skate park structure and prepared it for shotcrete application?
- B. Has your firm placed transitional and radial shotcrete sculptures using approved methods including a smooth trowel finish?
- C. Does your firm possess all the necessary equipment, labor forces, and material suppliers to complete this project per plans and specifications within the given schedule?
- D. Has your firm fabricated, galvanized, and installed rolled/bent ornamental metal coping?
- E. Has your firm installed standard pool coping and tile?

F. Has your firm constructed custom concrete skate park features like:  
(mark those that apply)

- Stamped Brick     Integral Color     Sculptural artistic elements

**Please Check****YES NO**

- G. Has your firm performed any concrete skate park construction with workmanship issues, defects, or warranty problems, including having to repair or replace portions of work?
- H. Can your firm provide shop drawings and submittals for all of the required and specified materials on this project?

**SCHEDULE & SKATE PARK MANAGEMENT EXPERIENCE**

- 1. Please provide a detailed list, and resumes, identifying your firm's key personnel and management team that is responsible for the aforementioned skate park experience. Please include any owners, officers, managers, construction supervisors, or any other employee with the identified experience for the listed qualifying projects. Show that the individual directly responsible for the construction management of these projects will be the same individual utilized on this project and responsible for weekly reports, site meetings and quality control inspections. Substitutions of key personnel will not be allowed without written agreement from the Owner.

**Resumes Attached?**

YES NO

- 2. The Project Manager and/or Field Superintendent shall be considered a competent person per OSHA guidelines AND shall have completed and received certification for OSHA 30 training.

**OSHA 30 Certification Attached?**

YES NO

**This document must be notarized.** This pre-qualification statement will not be considered valid unless it is completed in its entirety and signed, dated, and notarized.

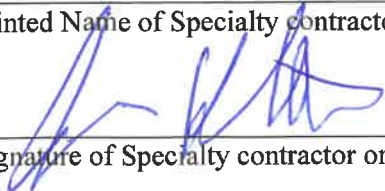
**The SKATEPARK CONTRACTOR or SUBCONTRACTOR (undersigned) hereby certifies and that all of the information contained in this document is true and correct to the best of their knowledge. I declare under penalty of perjury that the foregoing is correct.**

Grindline Skateparks, Inc.

\_\_\_\_\_  
Legal Business Name of Submitting Individual, Partnership, Limited Liability Company, or Corporation & Contractor License Number

James Klinedinst

\_\_\_\_\_  
Printed Name of Specialty contractor or Authorized Agent



\_\_\_\_\_  
Signature of Specialty contractor or Authorized Agent

**ACKNOWLEDGMENT OF CORPORATION**

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this 17th day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James Klinedinst**, to me known to be the **Corporate Secretary** of **Grindline Skateparks, Inc.**, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

Signature [Handwritten Signature]

Notary Public Printed Name: Monica L. Miller

My Commission Expires: 04-09-2024



**ACKNOWLEDGMENT OF INDIVIDUAL**

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this 17th day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James Klinedinst** personally known or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and seal the day and year first above written.

Signature [Handwritten Signature]

Notary Public Printed Name: Monica L. Miller

My Commission Expires: 04-09-2024



June 5, 2023

To Whom It May Concern:

Re: Grindline Skateparks, Inc.

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers")<sup>1</sup> to provide surety bonds for Grindline Skatepark, Inc. for over 15 years. During that time they have built and we have bonded projects in the multimillion Dollar range for a wide variety of owner.

Grindline Skateparks, Inc. currently has a bonding capacity of approximately \$5,000,000 for a single project. Their combined bonded and unbonded surety capacity is \$10,000,000 as measured by the value of uncompleted work. Specific project needs might take the single and aggregate program higher.

Please note that the decision to issue performance and payment bonds is a matter between Grindline Skateparks, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



Timothy Buhite  
Attorney-in-Fact

<sup>1</sup> Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



This card acknowledges that the recipient has successfully completed:

**30-hour Construction Safety and Health**

This card issued to:

**James Klinedinst**

David E Couch Jr

10/31/2019

Trainer Name

Date Issued

# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**DAVID L PALMER**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

**ACI Shotcrete Nozzleman, Wet Mix Process, Vertical Only**

Certified Date: 11/11/2019

Expires: 11/11/2024

Examiner of Record: Ted W Sofis

*John W. [Signature]*  
ACI Managing Director of Certification

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

**ACI Certification Results Report**  
**ACI Shotcrete Nozzleman: Wet Mix Process**

**Testing Session Information:**

Session: **194187**      Exam Date: **11/11/2019**      Exam Location: **Zelienople, PA**  
 ACI Sponsoring Group: **American Shotcrete Association**      Phone: **(248) 848-3780**  
 Examiner of Record: **Ted W Sofis**

**Examinee Information**

David L Palmer  
 4619 14TH AVE SW  
 SEATTLE, WA 98106

**Certification ID**  
**01164559**

**Status Information**

Certification Status: **CERTIFIED**      **ACI Shotcrete Nozzleman, Wet Mix Process, Vertical Only**

Certification Issue Date:      11/11/2019 Thru 11/11/2024

**ACI Comments:**

**Congratulations! You are now Certified. This is an accomplishment you can be very proud of and we will be happy to confirm this credential to anyone upon request. Enclosed is your wallet card and certificate attesting this accomplishment. In addition, a directory of all ACI Certified individuals can be found at [www.ACICertification.org](http://www.ACICertification.org). Note: If you wish to upgrade your certification to include the Overhead Position, you must pass the Overhead Position Performance Examination.**

**Overall Results**

<b>Vertical Perf Exam</b>	<b>PASS</b>
<b>Written Examination (or Work Exp. submitted for recertification)</b>	<b>PASS</b>

**Certification Designation Upgrade Results**

<b>Overhead Perf Exam</b>	<b>Not Submitted</b>
<b>Initial 500 Hrs.Work Experience for Nozzleman</b>	<b>PASS</b>

*The Detailed Subtest Results section on next (back) page.*

## Detailed Subtest Results

To pass the written examination you must score 75% or higher on the written examination.

<u>Qualification</u>	<u>P/F - Session</u>	<u>% Score</u>
Initial 500 Hrs. Work Experience for Nozzleman	PASS-CONV	100.00
Overhead Perf Exam		0.00
Vertical Perf Exam	PASS-194187	100.00
Written Examination (or Work Exp. submitted for recertification)	PASS-194187	93.33

If you have any questions about this program, or other ACI activity, please feel free to contact us at 248/848-3790.

**ACI Shotcrete Nozzleman, Wet Mix  
Process, Vertical Only**

**DAVID L PALMER**

Certification ID #01164559

Expires on: 11/11/2024



Verify at [CheckACI.org](https://www.checkaci.org)



## James Klinedinst

### Senior Project Manager

#### EDUCATION

**Post Graduate Project Management Program,**  
University of Washington

#### Engineering Technology

Western Washington University

#### PROFESSIONAL EXPERIENCE

##### 2005 - Present

**Senior Project Manager**  
Grindline Skateparks

##### 2017 - Present

Skatepark Assessment Specialist  
Grindline Skateparks

##### 20 Years of Construction Experience

##### OSHA 30 Certification

##### CESCL Certified Erosion & Sediment Control Lead

#### BIO

James works closely with the design and construction crews to bring projects in on schedule and on budget, with the quality of craftsmanship that Grindline is famous for. He is a highly skilled AutoCAD and Rhino technician with extensive insight towards graphic and drafting multimedia. James is responsible for cost estimating and construction estimating for bids. He works alongside the design team to cost estimate projects and produce real-time costing based on actual construction costs. James is ready to offer prompt response to anything that may arise during the bid and construction process. James has 18 years of skatepark experience and 300+ completed projects with his time at Grindline.

#### PROJECTS

##### 2023

Allegany, NY  
Vashon Island, WA Phase 2  
Cle Elum, WA  
Chehalis Tribe, WA  
Ephraim, UT  
Lincoln, NE  
Owego, NY  
Parklane, Portland, OR  
Enumclaw, WA  
Reading, PA  
Ridgefield, WA  
Muskegon, MI  
Pontiac, MI  
Petaluma, CA  
San Buenaventura, CA  
Tupelo, MS  
Gypsum, CO  
Vancouver, WA (Marshall Park)

##### 2022

Port Huron, MI  
Chelan, WA  
Boise, ID (Molenaar Park)  
Cle Elum, WA  
Hilo, HI  
Hurricane, WV  
Kamiah, ID  
Lockport, NY  
Meridian, MS  
Newton County, GA Phase 2 (Denny Dobbs)  
Ocean City, MD  
Oroville, CA  
Republic, WA  
San Juan Capistrano, CA  
Sammamish, WA  
Troy, NY  
Tucson, AZ (Cushing St)  
Valparaiso, IN  
Anacortes, WA  
Bainbridge Island, WA  
Edmonds, WA  
Ellicottville, NY

##### 2021

Greenfield, WI (The Turf Renovation)  
Anchorage, AK  
Salida, CO  
Wilkeson, WA (Bacon and Eggs)  
Auburn, NY  
Buffalo, NY Phase 3  
Black Diamond, WA  
Washington, DC  
Baltimore, MD  
Jamestown, NY  
Springville, NY  
Newton County, GA  
Seattle Center, WA  
Sun Prairie, WI  
North Bend, WA  
San Juan Capistrano, CA  
Dover, DE

##### 2020

Salem, MA  
Sun Prairie, WI  
Atlanta, GA  
Parklane Portland, OR  
Milwaukee, WI (TURF)  
ROC City Skatepark  
\*Galveston, TX  
Hudson, OH  
\*Zionsville, IN  
Hapeville, GA  
Wauwatosa, WI  
Wilmington, DE  
Zelienople, PA

##### 2019

Anchorage, AK  
Spokane, WA  
Kalama, HI  
\*Round Rock, TX  
Manchester, VT  
\*St. Helena, CA  
Adidas Corporate HQ, Portland, OR  
\*Ann Arbor, MI  
Lake Elsinore, CA  
Edmonds, WA  
Detroit, MI  
Oregon City, OR  
Cookeville, TN  
North Bend, WA  
Maple Valley, WA  
Wenatchee, WA

##### 2018

N. Houston BMX Park, TX  
Smithfield, UT  
Orcas Island, WA  
Chico, CA  
St Bernard Parish, LA  
Allentown, PA  
Bainbridge, WA  
Baltimore, MD  
Columbus, OH  
Maple Valley, WA  
Oklahoma City, OK  
Plymouth, MA  
Reading, PA  
Stony Point, NY

##### 2017

Issaquah, WA  
Palisade, CO  
Seattle "Lake City", WA  
Wilmington, OH  
Darrington, WA  
Sheboygan, WI  
Leavenworth, WA  
Lapwai, ID  
Bellevue, WA  
Pine Point, MN  
San Diego, CA  
Coeur d'Alene, ID  
Olympia, WA  
Madisonville, KY

##### 2016

Monroe, WA  
Amherst, NY  
Buckley, WA  
San Francisco 'Hilltop', CA  
Anaheim, CA  
Middleton, ID  
Lake Stevens, WA  
Sonoma, CA  
Bryan, TX  
Colfax, CA  
Boise, ID  
Ashdod, Israel  
Star, ID  
Marshfield, MA  
Union Gap, WA  
Coeur D' Alene, ID

##### 2015

Portage, WI  
Snoqualmie, WA  
Montague, MA  
Tuscaloosa, AL  
Kenmore, WA  
New Hanover County, NC  
McCook, NE  
Atlanta, GA  
Portland "Beech", OR  
Tuscon, AZ  
Pine Ridge, SD  
Wounded Knee, SD  
Hopkinsville, KY  
Amherst, NY  
Yellow Springs, OH  
Vista, CA  
Cypress, TX  
Oakland, CA  
Zelienople, PA  
Israel "Hadera"  
Israel "Netanya"

##### 2014

Baker, MT  
Tulalip Tribes, WA  
Marshfield, MA  
Issaquah, WA  
Louisville, KY  
Cave Junction, OR  
Wilkeson, WA  
Newburgh, NY  
Wilmington, DE

##### 2013

Philadelphia, PA  
Bingen, WA Phase II  
Carnegie, PA  
Arlington, TX  
Seattle "Benefit", WA  
Skatercity, Denmark  
Spring, TX  
Bob Burnquist, CA  
Corpus Christi, TX  
Scappoose, OR

**And More...**



## Matt Fluegge

Chief Executive Officer

### EDUCATION

**Post Graduate Project Management Program**  
University of Washington

**Bachelor of Landscape Architecture**  
Washington State University

### PROFESSIONAL EXPERIENCE

#### 2003 - Present

Principal Project Manager - Design  
Grindline Skateparks

#### 2003 - Present

Principal Project Manager - Build  
Grindline Skateparks

#### Qualifying Party for State Contractor's License

ID, OR, CA, AZ, HI, NM, WV, FL, NC, SC, LA, MS,  
MT, WA, VA, UT, GA, TN

#### OSHA 30 Certification

**CESCL Certified Erosion & Sediment Control Lead**  
WA/OR

### BIO

As Grindline's CEO, Matt has overall responsibility for managing the operations and administration for Grindline Skateparks. With 19 years of skatepark experience and 300+ projects completed, Matt ensures that all contract obligations are fulfilled and maintains a high level of communication with clients for the duration of their project. Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, and scheduling projects. Matt has extensive experience working with architects, engineers, surveyors, and artists on interdisciplinary design teams.

### PROJECTS

#### 2023

Allegany, NY  
Vashon Island, WA Phase 2  
Cle Elum, WA  
Chehalis Tribe, WA  
Ephraim, UT  
Lincoln, NE  
Owego, NY  
Parklane, Portland, OR  
Enumclaw, WA  
Reading, PA  
Ridgefield, WA  
Muskegon, MI  
Pontiac, MI  
Petaluma, CA  
San Buenaventura, CA  
Tupelo, MS  
Gypsum, CO  
Vancouver, WA (Marshall Park)

#### 2022

Port Huron, MI  
Chelan, WA  
Boise, ID (Molenaar Park)  
Cle Elum, WA  
Hilo, HI  
Hurricane, WV  
Kamiah, ID  
Lockport, NY  
Meridian, MS  
Newton County, GA Phase 2 (Denny Dobbs)  
Ocean City, MD  
Oroville, CA  
Republic, WA  
San Juan Capistrano, CA  
Sammamish, WA  
Troy, NY  
Tucson, AZ (Cushing St)  
Valparaiso, IN  
Anacortes, WA  
Bainbridge Island, WA  
Edmonds, WA  
Ellicottville, NY

#### 2021

Greenfield, WI (The Turf Renovation)  
Anchorage, AK  
Salida, CO  
Wilkeson, WA (Bacon and Eggs)  
Auburn, NY  
Buffalo, NY Phase 3  
Black Diamond, WA  
Washington, DC  
Baltimore, MD  
Jamestown, NY  
Springville, NY  
Newton County, GA  
Seattle Center, WA  
Sun Prairie, WI  
North Bend, WA  
San Juan Capistrano, CA  
Dover, DE

#### 2020

Salem, MA  
Sun Prairie, WI  
Atlanta, GA  
Parklane Portland, OR  
Milwaukee, WI (TURF)  
ROC City Skatepark  
\*Galveston, TX  
Hudson, OH  
\*Zionsville, IN  
Hapeville, GA  
Wauwatosa, WI  
Wilmington, DE  
Zelienople, PA

#### 2019

Anchorage, AK  
Spokane, WA  
Kalama, HI  
\*Round Rock, TX  
Manchester, VT  
\*St. Helena, CA  
Adidas Corporate HQ, Portland, OR  
\*Ann Arbor, MI  
Lake Elsinore, CA  
Edmonds, WA  
Detroit, MI  
Oregon City, OR  
Cookeville, TN  
North Bend, WA  
Maple Valley, WA  
Wenatchee, WA

#### 2018

N. Houston BMX Park, TX  
Smithfield, UT  
Orcas Island, WA  
Chico, CA  
St Bernard Parish, LA  
Allentown, PA  
Bainbridge, WA  
Baltimore, MD  
Columbus, OH  
Maple Valley, WA  
Oklahoma City, OK  
Plymouth, MA  
Reading, PA  
Stony Point, NY

#### 2017

Issaquah, WA  
Palisade, CO  
Seattle "Lake City", WA  
Wilmington, OH  
Darrington, WA  
Sheboygan, WI  
Leavenworth, WA  
Lapwai, ID  
Bellevue, WA  
Pine Point, MN  
San Diego, CA  
Coeur d'Alene, ID  
Olympia, WA  
Madisonville, KY

#### 2016

Monroe, WA  
Amherst, NY  
Buckley, WA  
San Francisco "Hilltop", CA  
Anaheim, CA  
Middleton, ID  
Lake Stevens, WA  
Sonoma, CA  
Bryan, TX  
Colfax, CA  
Boise, ID  
Ashdod, Israel  
Star, ID  
Marshfield, MA  
Union Gap, WA  
Coeur D' Alene, ID

#### 2015

Portage, WI  
Snoqualmie, WA  
Montague, MA  
Tuscaloosa, AL  
Kenmore, WA  
New Hanover County, NC  
McCook, NE  
Atlanta, GA  
Portland "Beech", OR  
Tuscon, AZ  
Pine Ridge, SD  
Wounded Knee, SD  
Hopkinsville, KY  
Amherst, NY  
Yellow Springs, OH  
Vista, CA  
Cypress, TX  
Oakland, CA  
Zelienople, PA  
Israel "Hadera"  
Israel "Netanya"

#### 2014

Baker, MT  
Tulalip Tribes, WA  
Marshfield, MA  
Issaquah, WA  
Louisville, KY  
Cave Junction, OR  
Wilkeson, WA  
Newburgh, NY  
Wilmington, DE

#### 2013

Philadelphia, PA  
Bingen, WA Phase II  
Carnegie, PA  
Arlington, TX  
Seattle "Benefit", WA  
Skatercity, Denmark  
Spring, TX  
Bob Burnquist, CA  
Corpus Christi, TX  
Scappoose, OR

And More...



## Dave Palmer

### Site Superintendent

#### PROFESSIONAL EXPERIENCE

**8 years** as a professional skateboarder.  
**20+ years** concrete skatepark construction.  
Founded Grindline in 2002.  
Foreman on over 80 Grindline skateparks.

#### BIO

Born and raised in Phoenix, Dave began riding skateboards at a young age which eventually led to an 8 year career as a professional skateboarder. In 1997, Dave switched gears and became involved in skatepark construction, becoming a member of the construction team that constructed the Vans skateparks across the nation. Soon after, Dave joined Rob Owen and Mark Hubbard to found Grindline Skateparks in 2002. Dave's strengths are his attention to detail, and his ability to stay under budget and on schedule while coming up with creative ideas for skatepark elements. Dave has been the foreman on some of our highest profile projects such as the world class Jamail Skatepark in Houston, TX and the Seattle Center Skateplaza. Dave's skateboard knowledge combined with his 20+ years of concrete construction experience allows him to come up with field alternates which can translate into plan ideas that value engineer and further improve our designs.

#### KEY PROJECTS

##### Jamail Skatepark Houston, TX

Dave served as the Foreman for the Lee and Joe Jamail Skatepark in downtown Houston in 2008. This 35,000 sq ft skatepark required coordination with the prime contractor and construction of a large world class facility in an active existing park. There were large underground pipes running through the site that had to be avoided during construction. The site is located in a former bayou and has a highly fluctuating water table level. Dave met the challenge of constructing this skatepark into an environmentally sensitive location and finished the project on time and within budget in June 2008.

##### Seattle Center Skatepark Seattle, WA

Dave was the Foreman on the Seattle Center Plaza Skatepark, which was one of the most challenging skatepark projects ever constructed. The park was constructed on top of an existing basement which serves as the kitchen facilities for Key Arena, a large venue for sporting and music events in Seattle. These facilities had to remain open throughout the construction. Construction needed to be coordinated around the various events that are constantly going on at the surrounding venues. Because of weight limitations of the existing roof, all the fill for the park is shaped out of foam.

##### Spring Park Skatepark Spring, TX

Dave Palmer successfully executed the challenge of leading the construction of North America's largest public concrete skatepark, completing the project—consisting of over 2200 cubic yards of concrete—in under 12 months. Dave formulated a plan to orchestrate two full crews working simultaneously on the project. One full crew to perform set up work, and another full crew chasing down the set up crew performing shotcrete & concrete. At peak times of the project Mr. Palmer was responsible for managing over 20 field crew members, monitoring both performance and quality. With the project also consisting of multiple integral concrete colors, acid staining, and other artistic features, a strategic plan had to be developed for pour sequencing.



Seattle Center Skatepark Seattle, WA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Northwest PO Box 833  Auburn WA 98071	CONTACT NAME: Kelly DeMerritt	PHONE (A/C, No, Ext): (800)726-8771		FAX (A/C, No): (866)728-9168
	E-MAIL ADDRESS: kelly-demerritt@leavitt.com			
INSURED Grindline Skateparks, Inc. 4619 14th Ave SW  Seattle WA 98106	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: AIX Specialty Insurance Company			12833
	INSURER B: Ohio Security Insurance Company			24082
	INSURER C: Admiral Insurance Company			24856
	INSURER D: Ategrity Specialty Insurance Company			16427
	INSURER E: Navigators Specialty Insurance Company			36056
INSURER F:				

**COVERAGES**

CERTIFICATE NUMBER: 23/24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			L12-J070543-01	7/7/2023	7/7/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS63417872 Written on Form CA0001	6/21/2023	6/21/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			L12J07054501 - 1st Layer  01-BXL-P00059626-1 - 2nd Layer	7/7/2023  7/7/2023	7/7/2024  7/7/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
							Per claim/Aggregate	\$ 5M/5M
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA Stop Gap Employers Liability L12-J070543-01	7/7/2023	7/7/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C E	Prof Liab, \$1M Faulty Workman Pollution Liability			E000001269614 SF23ECPU00081NC	1/12/2023 02/09/2023	1/12/2024 2/09/2024	Per Claim \$2,000,000 Per claim: \$5,000,000	Agg \$4,000,000 Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

matt@grindline.com

EXHIBIT OF INSURANCE

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Bush/KEDEME

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ACORD 25 (2014/01)

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INS025 (201401)







Si View Metro parks knew the existing skatepark at Torguson park was no longer meeting the needs of the community and when parks staff reached out to local skateboarders, they overwhelmingly recommended Grindline as the firm to design the replacement. Grindline collaborated with the community to design a nearly 13,000 sq. ft. concrete skatepark outfitted with exciting elements for all skill levels, as well as a central gathering area. The park consists of a one of a kind flow bowl, a pool style bowl, and a large street skate area to create 3 separate skating experiences. There is a progression of features throughout the park to easily provide users an ability to build their skills in an incremental fashion. Grindline was the lowest responsible bidder and was able to construct the park on schedule and budget during the challenging covid summer of 2020. The park opened to the public and has been getting rave reviews as one of the best skateparks in Western Washington.

# Torguson Skatepark

North Bend, WA

## OWNER

City of North Bend, WA

## GRINDLINE'S SCOPE

Skatepark Designer & Contractor

## DESIGN

February 2019 - March 2020

## PLANNED & ACTUAL CONSTRUCTION

Planned: June 2020 - February 2021

Actual: June 2020 - February 2021

## BUDGET

Design: \$67,165

Construction, Planned: \$803,175

Construction, Actual: \$658,824

## SIZE

12,000 SQ FT

## PROJECT TEAM

Matt Fluegge

Project Manager

Micah Shapiro

Lead Designer

Mackay & Sposito

Engineer

## CONTACT

Travis Stombaugh

Executive Director

Si View Metro Parks

425-831-1900

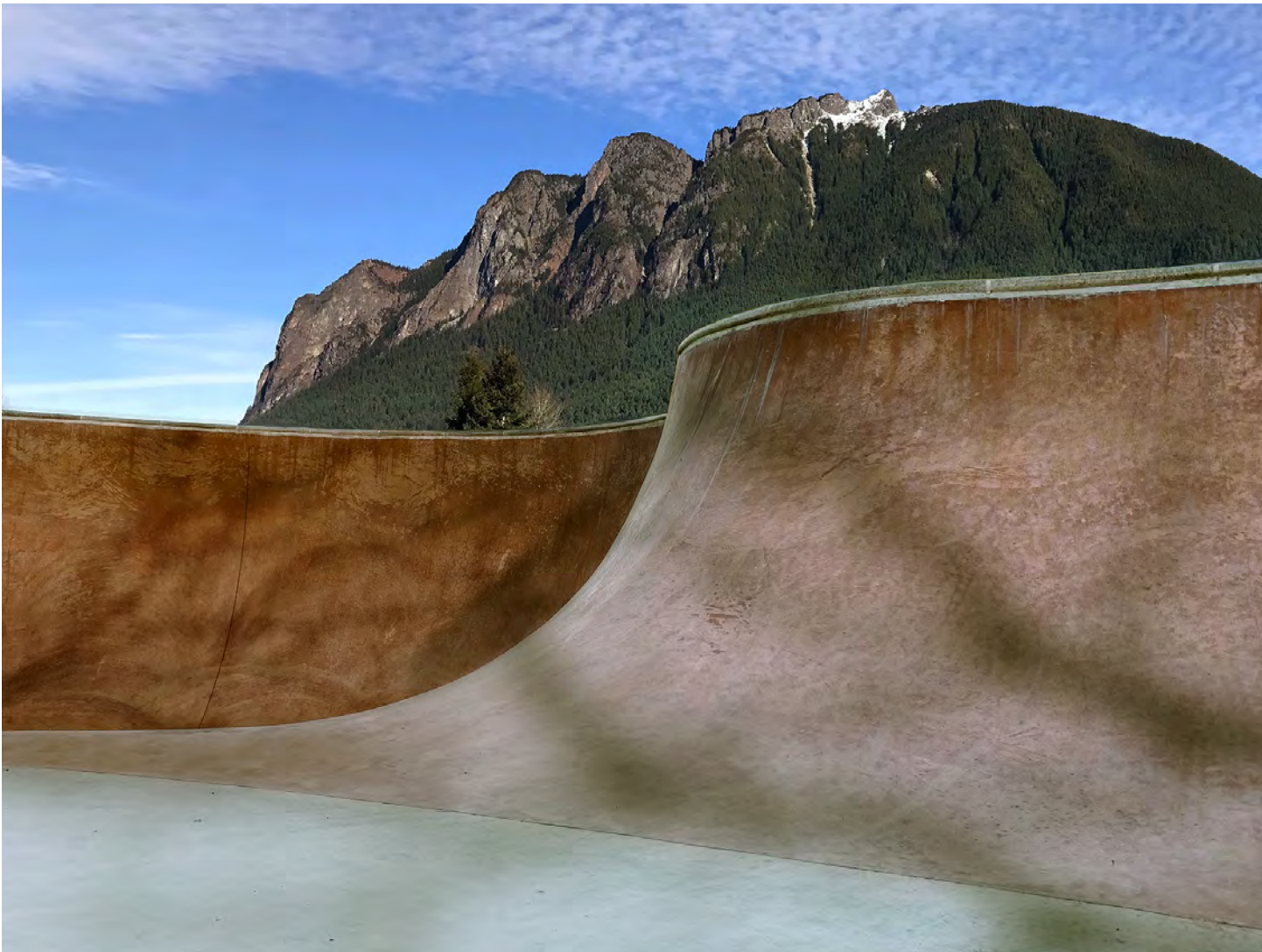
tstombaugh@siviewpark.org

Dave Dembeck

Operations Manager

425-222-5533

ddembeck@siviewpark.org





Wenatchee Skatepark at Hale Park is the result of collective efforts led by the Community for Wenatchee Valley Skatepark (CWVS). For nearly a decade, CWVS advocated for a skatepark at city council meetings, staying on the city's radar by throwing demos for kids with special needs and running free skate camps to get more of the community interested in skateboarding. Construction of the skatepark—designed and built by Grindline—began in the summer of 2019. The park's unique Apple Bowl ties the skatepark's design to the culture of the city. It's located in a highly visible area along an 11-mile loop trail that goes across the Columbia River into East Wenatchee, providing easy access for users on both sides of the river.

## Hale Park Skatepark Wenatchee, WA

### OWNER

City of Wenatchee

### GRINDLINE'S SCOPE

Skatepark Designer & Builder

### DESIGN

January - May 2019

### CONSTRUCTION

June - September 2019

### BUDGET

\$279,000

### SIZE

5,000 SQ FT

### PROJECT TEAM

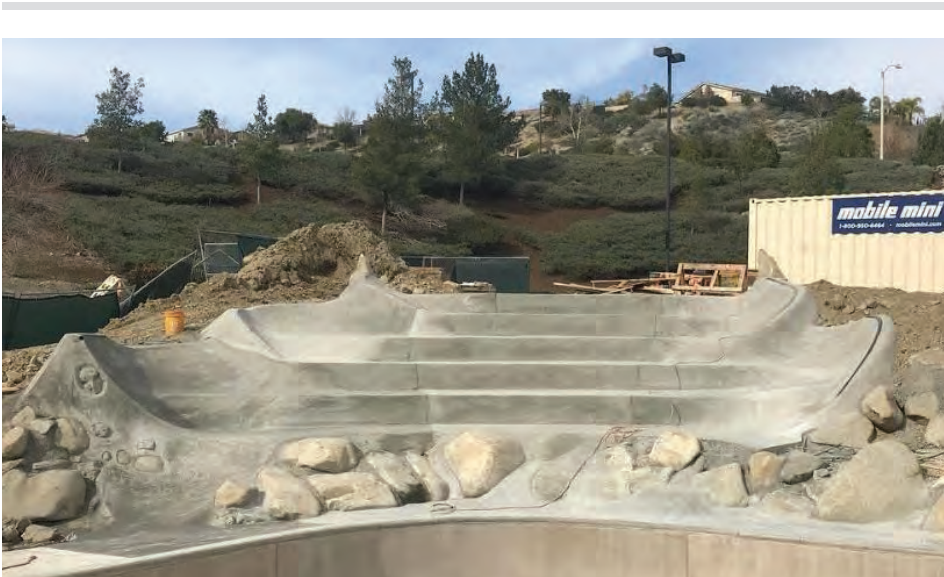
Matt Fluegge  
Project Manager

Micah Shapiro  
Lead Designer

### CONTACT

Charlotte Mitchell, PE  
Capital Project Manager  
Parks, Rec & Cultural Services  
(509) 888-3662  
[cmitchell@wenatcheewa.gov](mailto:cmitchell@wenatcheewa.gov)





“Forward Thinking and Timeless”. The City of Lake Elsinore’s project goal is a shared characteristic of Grindline. Throughout our history we have prided ourselves on leading the industry in innovation and “outside the box” thinking - traits applied to our design-build methods brought to Lake Elsinore for McVicker Skatepark’s re-invention. **To truly think outside the box, sometimes you have to be willing to break the box.** We removed the slab in its entirety as well as eliminated the existing fence. With space opened up, we redefined the footprint of and expanded the park both horizontally and vertically. We blended transitional and technical street features based on public input, arranged desired features creating unlimited flow options and endless lines. And, in the end, the skatepark will once again be at the heart of the McVicker community recreation. The final product – the utmost EXTREME skatepark facility imaginable.

**McVicker Park Skatepark**  
 Lake Elsinore, CA

- OWNER**  
City of Lake Elsinore, CA
- GRINDLINE’S SCOPE**  
Skatepark Designer & Contractor
- DESIGN**  
April – June 2018
- CONSTRUCTION**  
July – December 2018
- BUDGET**  
Design: \$79,500  
Construction: \$680,000
- SIZE**  
13,500 SQ FT
- PROJECT TEAM**  
Matt Fluegge  
Project Manager  
  
Micah Shapiro  
Lead Designer  
  
Dave Palmer  
Construction Manager
- CONTACT**  
Johnathan O. Skinner, MPA  
Director of Community Services  
City of Lake Elsinore  
(951) 674-3124, ext. 266  
jskinner@Lake-Elsinore.org



The City of Port Huron secured funds to design and build a 10,000-square-foot skatepark designed and built with the help of grants. The project was funded by the Ralph C. Wilson Jr., Built to Play Grant which The Skatepark Project administers and there was also funding from the Michigan Department of Natural Resources Land and Water Conservation Fund grant. Grindline took the lead on the design project and brought on Rowe Engineering to help design this destination skatepark in Eastern Michigan. After hosting 2 public meetings, in which the local skateboard community was able to give their input, Grindline and Rowe got to work designing the Port Huron Skatepark, based on the input from the meetings and an online survey. Beyond the cutting edge skatepark design the site design included a bio swale and onsite drainage infiltration, as well as native planting – this was a requirement of one of the grants that funded this project.

The Port Huron Skatepark Construction had to go out for a competitive bid process. After winning the bid for this project Grindline began construction of the Optimist Park Skatepark in Port Huron, MI. Grindline was the General Contractor for the construction portion of the project. Rowe Engineering acted as the Construction Admin for the City during the construction process. The project scope consisted of Site Grading, Site Drainage, Bio Swales, Skatepark Construction, Site amenities (tables, drinking fountain, trash cans) and Landscaping. Grindline utilized local subcontractor D2 to do the site restoration, seeding, and landscape plantings. The project was funded in part by the Skatepark Project grants and one of the requirements was that the concrete from the demoed slab from the original skatepark to be recycled by crushing into aggregate and the compacted aggregate used in the new project was required to be recycled concrete aggregate. Some challenges of the construction project included the long lead time for the site amenities, completing before the cold long Winter in Eastern Michigan and a cement shortage and working around scheduling of the concrete based on the availability of the raw material supply chain.

## Optimist Skatepark

Port Huron, MI

### OWNER

City of Port Huron

### GRINDLINE'S SCOPE

Skatepark Design & Construction

### DESIGN

August - December 2021

### CONSTRUCTION

September - December 2022

### BUDGET

Design: \$58,658

Construction: \$880,000

### SIZE

10,400 SQ FT

### PROJECT TEAM

Matt Fluegge

Project Manager

Brett Johnson

Lead Designer

### CONTACT

Jacob Chafins

Civil Engineer

City of Port Huron, MI

chafinsj@porthuron.org

937.609.2962







Located on the banks of the Chadokin River, The Power House skatepark was a real test of designing based on constraints. The site had large, immovable concrete pillars that helped guide the final design of the park. Supplementing grants from the City and other sources were matched by The Skatepark Project formerly known as the Tony Hawk Foundation as well. The implementation of the crescent wrench was a way to pay homage to Jamestown being the birthplace of this tool. The name Powerhouse Skatepark has been bringing people from all over to come test it out and see the magnitude of the wrench extension!

## JTNY Power House Skatepark Jamestown, NY

### OWNER

City of Jamestown, NY

### GRINDLINE'S SCOPE

Skatepark Design & Construction

### DESIGN

November 2020

### CONSTRUCTION

May 2021 - June 2022

### BUDGET

Design: \$38,000

Construction: \$1,288,059

### SIZE

10,250 SQ FT

### PROJECT TEAM

Matt Fluegge  
Project Manager

Micah Shapiro  
Lead Designer

Dave Palmer  
Skatepark Superintendent

Andy Kropff  
Foreman

### CONTACT

Jeff Lehman  
Director of Public Works - PM for City  
City of Jamestown, NY  
lehman@jamestownny.gov  
(716) 483-7545





The project committee for the Zelenople Skate Park was founded in the spring of 2010 shortly after a tragic car accident took the lives of local skater Trevor Barkley and two of his friends. **Trevor's dream of building a skatepark in his hometown was taken up by his parents, Jeff and Amy, who raised hundreds of thousands of dollars for a skatepark through a weekly fundraising event they called Fish Fry Fridays.** Grindline was chosen to create a concept worthy of Trevor's dream in 2018 and continued to work closely with the project committee as raised funds for the construction. In fall of 2019 funding for the project was completed, and Grindline was the low bidder for construction. Grindline completed the project on schedule and budget in spring of 2020 and the facility is regarded as one of the best parks in the Western Pennsylvania area.

## Zelenople Memorial Skate Park Zelenople, PA

### OWNER

Borough of Zelenople

### GRINDLINE'S SCOPE

Skatepark Design & Construction

### SCHEDULE

Design: 2018 -2019

Construction: October 2019 - April 2020

### BUDGET

Design: \$15,850

Construction: \$577,000

### SIZE

13,000 SQ FT

### PROJECT TEAM

Matt Fluegge

Project Manager

Micah Shapiro

Lead Designer

Gannett Fleming, Inc

Civil Engineer

Dave Palmer

Skatepark Superintendent

Andy Kropff

Foreman

### CONTACT

Linda Gass

Co-President of Zelenople Memorial Skate Park

[linda.s.gass@gmail.com](mailto:linda.s.gass@gmail.com)

(724) 368-9859



# Smithfield Skatepark

Smithfield, UT

**OWNER**  
City of Smithfield

**GRINDLINE'S SCOPE**  
Skatepark Designer  
and Builder

**DESIGN**  
Nov 2017 - Feb 2018

**CONSTRUCTION**  
April - July 2018

**BUDGET**  
Design: \$26,900  
Build: \$272,100

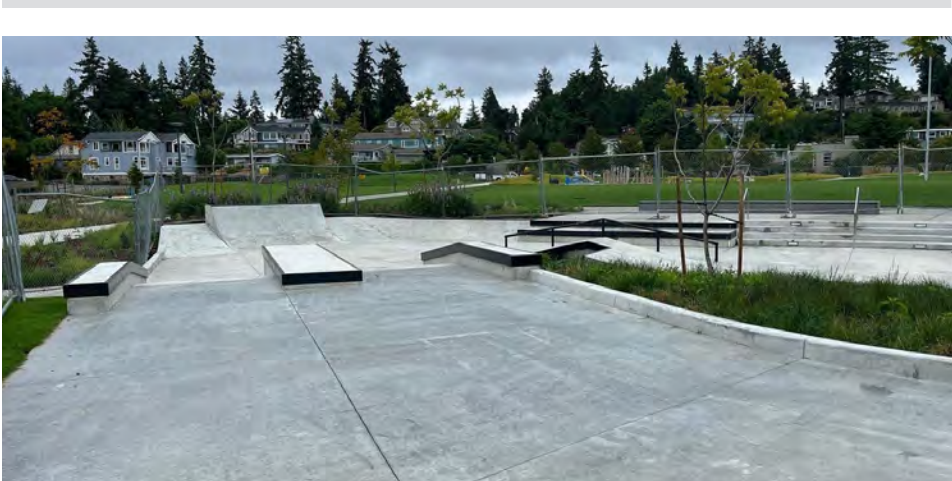
**SIZE**  
7,800 SQ FT

**PROJECT TEAM**  
Matt Fluegge  
Project Manager

Micah Shapiro  
Lead Designer

**CONTACT**  
Brett Daniels  
Director of Recreation  
Smithfield City  
(435) 563-0048  
bdaniels@smithfieldrecreation.com

Located in Smithfield's Central Park at 100 North and 100 West, this 7,800 square foot park was designed to complement nearby Logan Skatepark. After hearing from local skaters who felt that Logan lacked street features, Grindline proposed a flowing design for Smithfield that combined street and transition elements. A green space in the center of the skatepark houses a full-grown tree for shade. **Once construction began, it was the local skate community that came through to get the job done. Working alongside Grindline's concrete craftsmen, Smithfield skaters poured concrete and helped paint.** Zach Shepherd, owner of the local skateshop Directive Boardshop, estimates he put in between 100 and 150 hours personally. "It's just great for the community, and I wanted to see it done as soon as possible," Shepherd said. Thanks to the hard work of the skate community of Smithfield, the years of waiting are finally over.



# Edmonds, WA Civic Center Playfield Skatepark

**OWNER**

City of Edmonds, WA

**GRINDLINE'S SCOPE**

Skatepark Design & Construction

**DESIGN**

May 2018 - Oct 2019

**CONSTRUCTION**

March - July 2023

**BUDGET**

Design - \$27,775

Construction - \$184,029

**SIZE**

5,879 SQ FT

**PROJECT TEAM**

James Klinedinst  
Project Manager

Brett Johnson  
Lead Designer

**CONTACT**

Jason Bril  
Walker Macy  
jbril@walkermacy.com  
+1 (206) 582-3874

In 2018, Grindline was hired to design and construct a skatepark for the Civic Center Playfield. We worked alongside Walker Macy who designed the bioswale, drainage and surrounding landscape architecture. After working with the City and the public through community meetings, the final design was oriented towards more street style park featuring smaller transition. Designed utilizing natural shapes, the overall footprint blends into the space seamlessly. This park was a much needed upgrade to the prior one that was in this space previously. Construction began in early 2022 and was completed on time, and on budget.



Inspired by local Grindline parks like Muckleshoot, Kent 360, and Jefferson, local skaters from the Maple Valley area got together to bring a Grindline skatepark to their hometown. After a vigorous grassroots advocacy campaign, the City agreed to include a skatepark as part of the Summit Park development plan. Through a series of public meetings, Grindline worked with community to design a skatepark that met the desires of the local skating community and integrated with the other proposed uses for the park. The park features a uniquely shaped advanced bowl which is different from any other in the area. It also features a smaller flow bowl and numerous street elements. The resulting ladder of progression among the elements allows for users of all ages and abilities to enjoy the park and progress their skills. Grindline also tied the skatepark in with the community through skateable art that features maple leaves. Grindline was the specialty subcontractor for construction of the park and coordinated with the general contractor and client to complete the skatepark on schedule.

## Summit Park Skatepark Maple Valley, WA

### OWNER

City of Maple Valley

### GRINDLINE'S SCOPE

Skatepark Designer & Contractor

### DESIGN

August 2017 - September 2018

### CONSTRUCTION

January 2019 - July 2019

### BUDGET

Construction: \$377,940

Design: \$21,150

### SIZE

8,300 SQ FT

### PROJECT TEAM

James Klinedinst  
Project Manager

Micah Shapiro  
Lead Designer

Rob Owen

Construction Foreman

### CONTACT

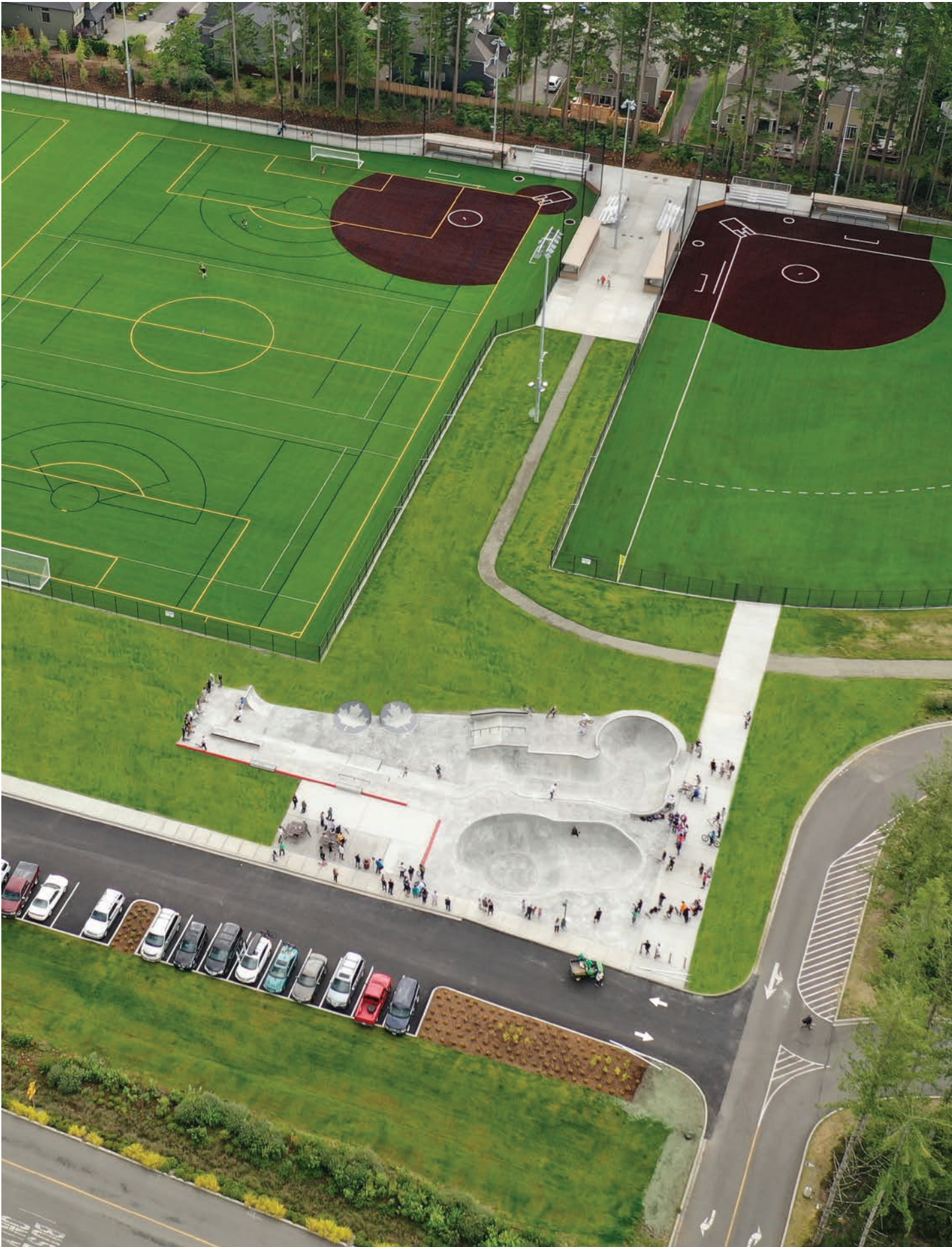
Dave Johnson, CPRP

Parks & Rec Director

City of Maple Valley

425-413-6663

[Dave.Johnson@maplevalleywa.gov](mailto:Dave.Johnson@maplevalleywa.gov)





# Snoqualmie Skatepark

Snoqualmie, WA

## OWNER

City of Snoqualmie

## GRINDLINE'S SCOPE

Skatepark Designer & Builder

## DESIGN

2018

## CONSTRUCTION

2018

## BUDGET

\$470,210

## SIZE

8,100 SQ FT

## PROJECT TEAM

Matt Fluegge  
Project Manager

Micah Shapiro  
Lead Designer

## CONTACT

Larry T. White  
City of Snoqualmie  
Parks and Recreation  
Superintendent  
(425)766-9027  
lwhite@ci.snoqualmie.wa.us

Snoqualmie Skatepark is the culmination of years of planning and fundraising by the Snoqualmie Parks Department, community members, and local businesses. The city had always felt that a skatepark was a good idea, but the budget proved to be a hurdle. Fundraising began in 2014 and was spearheaded by the Snoqualmie Skate Park Committee. Over the years that followed, the project received several grants and awards from King County, as well as funding from the State of Washington Recreation Conservation Office, the YMCA of Greater Seattle and a handful of private donors. **Of the total project cost, only about \$10,000 was paid from the Snoqualmie Parks & Public Works Department budget.** Grindline was selected in early 2018 to design the park, and Construction was completed in the fall of the same year. The park's Grand Opening is scheduled for Spring 2019.



