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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, November 20, 2023 – 7:00 PM**

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**A. CALL TO ORDER**

**B. CITIZEN COMMENTS**

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

**D. CONSENT AGENDA**

1. Approval of Minutes from November 6, 2023, and November 13, 2023
2. Approval of 2023 Claims and October '23 Manual Checks

**E. PUBLIC HEARING**

1. 2024 Final Budget Hearing

**F. NEW BUSINESS**

1. Ord. 1930 – Amend Title 18 - Zoning – Youth & Adult Residential Facilities ☒
2. Ord. 1931 – 1<sup>st</sup> Read – Adopting the Final 2024 Budget
3. Ord. 1932 – Amend Title 18 - Zoning – Brewery ☒
4. Approve Fireworks Permit issued to Pyro Spectaculars North, LLC ☒
5. Res. 84-2023 – Approve Janitorial Contract with WDB Janitorial, LLC ☒
6. Res. 85-2023 – Approve Contract with Invoice Cloud ☒
7. Res. 86-2023 – Approve Public Works Contract with Comfort Zone Services ☒
8. Res. 87-2023 – Approve Professional Service Agreement with VIP Insurance ☒
9. Res. 88-2023 – Approve Merchant Agreement with KROPP Holdings ☒
10. Res. 89-2023 – Approve Agreement with NCW Libraries ☒

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



**Action by City Council**

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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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## Memo

TO: Mayor & Council

FROM: Michael Foth, Chair, Community Support & Public Safety Committee

Subject: Planning Commission Recommended Amendments to Zoning Code

The Community Support & Public Safety Committee met on the evening of November 15, 2023 to review and discuss the recommended amendments to Title 18 OMC related to Youth Residential Housing and small scale beer brewing as a home occupation. The Commission provided a letter of transmittal, staff report and the proposed amendments for the council to review and act upon.

After review and much discussion, the Community Support & Public Safety Committee recommends the full council take the actions described below. It is important to understand that as a Type V legislative action, the City is not limited to one public hearing. In addition, to Council has the option to accept the recommendation as presented by the Planning Commission, modify the recommendation, remand back to the Planning Commission for additional work or schedule its own public hearing on the proposed amendments. The Committee's recommendation entails two of these options:

1. Approve Ordinance 1930 which will amend the zoning code to include definitions for Youth and Adult Residential Housing and the District Use Chart to clearly identify where such uses are allowed outright, prohibited or required a conditional use permit.
2. Schedule a public hearing to consider the proposed amendments pertaining to small scale beer brewing as a home occupation. The members of the committee were split on whether to even consider the amendments or a more restrictive permit process should be required in order to allow adjoining landowners to comment on any such proposed use.

Respectfully,

Michael Foth

## LETTER OF TRANSMITTAL

November 7, 2023

Honorable Mayor & Council  
City of Omak  
P.O. Box 72  
Omak, WA 98841

Subject: *Draft amendments to Chapter 18.08 Definitions, 18.11.050 District Use Chart and 18.16.030 Home Businesses of the Omak Municipal Code.*

Honorable Mayor and Council;

The Omak Planning Commission has completed the review of two land use issues and is pleased to submit the attached proposed amendments to the Council for consideration and adoption. The attached staff report provides more detail and the proposed amendments.

The proposed amendments and SEPA DNS were circulated to interested agencies for comments on October 4, 2023, a news release summarizing the amendments was submitted to local media and subsequently published in the Chronicle on October 11, 2023, copies of the amendments provided to the individual/organization that initiated the process. A notice of public hearing was published on October 25, 2023, and November 1, 2023.

The Planning Commission held an advertised public hearing on November 7, 2023 with three members of the public present or online. All comments were positive with several clarifying questions addressed. At the close of the hearing, the Planning Commission took the following action pertaining to the proposed amendments:

*"Commissioner Hansen moved to recommend approval of the proposed amendments, consistent with those accepted by the Planning Commission on October 3, 2023 subject to the Findings of Fact and Conclusions presented in the 10/31/23 staff report. Commissioner Mundinger seconded the motion which passed unanimously."*

The Planning Commission has reviewed the amendments to the best of their ability, and requests City Council place them on their agenda for a public hearing, if desired, and review and adoption.

Thank you for your time and consideration.

Sincerely,



Anne Potter, Chair  
Omak Planning Commission

ATTACHMENTS:

Staff Report with Attachments

**ORDINANCE NO. 1930**

**AN ORDINANCE OF THE CITY COUNCIL OF OMAK,  
WASHINGTON, ADOPTING AMENDMENTS TO CHAPTERS 18.08 and 18.11 OF THE  
CITY OF OMAK MUNICIPAL CODE**

**WHEREAS**, the City of Omak has an adopted Comprehensive Plan and zoning regulations pursuant to RCW 35A.63; and,

**WHEREAS**, all amendments to the comprehensive plan and zoning code are to be adopted, certified, and recorded or filed in accordance with RCW 35.63; and,

**WHEREAS**, the City of Omak Planning Commission held public meetings on April 4<sup>th</sup>, May 2<sup>nd</sup>, June 6<sup>th</sup>, July 7<sup>th</sup>, September 9<sup>th</sup>, and October 3<sup>rd</sup>, 2023 where to review and discussion of the proposed amendments to Title 18 of the Omak Municipal Code was on the agenda; and,

**WHEREAS**, at its October 3<sup>rd</sup> meeting the Planning Commission decided to initiate the formal public review process and set a public hearing on the proposed amendments for November 7, 2023; and,

**WHEREAS**, the proposed amendments were subject to SEPA review with a Determination of Non-Significance issued October 4, 2023 with no comments or appeals received; and,

**WHEREAS**, the proposed amendments were circulated for comments and a notice of the proposed amendments published in the Omak-Okanogan County Chronicle on October 11, 2023; and

**WHEREAS**, only two written comments were received which were not applicable or are addressed in the proposed amendments; and,

**WHEREAS**, public testimony at the November 7, 2023 Planning Commission public hearing was supportive of the proposed amendments; and,

**WHEREAS**, the Planning Commission, with a unanimous vote, moved to recommend that the City Council approve the proposed amendments and enact an ordinance to amend Title 18 OMC; and,

**WHEREAS**, the City Council reviewed the Planning Commission's recommendation at its regular November 20, 2023 meeting; and,



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

**Section 1.** Chapters 18.08 and 18.11 be amended as set forth in Exhibit A attached hereto.

**Section 2.** Effective date. This Ordinance shall take effect five days after it passage approval and publication.

**DATED** this 20th day of November 2023, at an open public meeting.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Add the following new definitions to Chapter 18.08 zoning, Omak  
Municipal Code:**

**Youth Residential Facility.**

“Youth residential facility” means a full-time or temporary residential use providing supervised housing for a group of persons under eighteen years of age; and/or for persons between eighteen and twenty-four years of age; and where required is licensed by the State to provide such services to non-adult persons; and provides supportive services. Supportive services include meal service, cleaning service, health services, counseling, vocational training, or similar. This facility would not include facilities which persons are assigned to pursuant to a criminal conviction or those where residents, individually or by their legal guardian, are not free to terminate their residency at will.

**Adult Residential Facility.**

“Adult residential facility” means a full-time or temporary residential use providing supervised housing for a group of persons over eighteen years of age; and where required is licensed by the State to provide such services to adult persons; and provides supportive services. Supportive services include meal service, cleaning service, health services, counseling, vocational training, or similar. This facility may include facilities which persons are assigned to pursuant to a criminal conviction or those where residents, individually or by their legal guardian, are not free to terminate their residency at will.

**Amend 18.11.050 District Use Chart, Omak Municipal Code to add new uses (with footnotes), where permitted, and what type of permitting required:**

**18.11.050 DISTRICT USE CHART**

**Abbreviations:**

blank = Allowed Use

SPD = Single Use Planned Development

CUP = Conditional Development

X = Prohibited Use

BSP = Binding Site Plan

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central	PS Planned	HB Highway	AI Airport	CI Commercial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Youth Residential Facility	X	CUP	CUP		X	CUP	X		X	X	X
Adult Residential Facility	X	CUP	CUP	CUP	CUP	CUP	X		X	X	X

**CITY OF OMAK  
STAFF REPORT  
PROPOSED ZONING AMENDMENTS**

**TO:** PLANNING COMMISSION  
**FROM:** STAFF  
**SUBJECT:** ZONING AMENDMENTS – FYRE AND BREWERY  
**DATE:** 10/31/2023

\*\*\*\*\*

**Applicant:** City of Omak

**Project Description:**

The City Planning Commission, with the assistance of the City Planning Consultant and Building Official has completed the process to review and prepare draft amendments to Title 18 Zoning of the Omak Municipal Code.

**Chronology:**

The Building Official was approached by two different entities during the late spring of this year with inquiries about potential land uses in commercial as well as residential zones. The first inquiry came from a person wanting to have a small-scale brewery as a home occupation in a residential neighborhood. The second inquiry was from the Foundation for Youth Resiliency and Engagement (FYRE), an organization with a plan to build a new facility to provide education and housing for at-risk youth and young adults.

The home-based brewery as a home occupation did not seem to fit the general definition of a home occupation but the person making the inquiry provided several letters and other information supporting his contention that it could be allowed as a home occupation. The type of facility being sought by FYRE did not fit any of the definitions in the code for similar facilities, with the most similar type of use prohibited in the Central Business District where FYRE is located.

The Building Official and Planner discussed both issues and in the case of both decided it would be best to seek the advice of the Planning Commission in interpreting City Code.

The Planning Commission took up the issues at their April, 2023 meeting and decided to pursue potential amendments to the zoning code to address both issues. Subsequent meetings of the Commission in May, June, July and September included discussions on definitions and conditions to potentially permit a small-scale brewery as a home occupation and new definitions tailored to the type of facility that FYRE is proposing. Discussion of both issues entailed deciding where such uses could be allowed under what conditions. During these meetings the proponents of both issues attended one or more of the meetings which greatly assisting Commission members in gaining knowledge about how and what amendments would address the issues.



As a result of the meetings, the Commission directed staff to prepare drafts of proposed regulations which the Commission reviewed during several meetings. The Planning Commission's review and preparation of draft amendments was completed at its October meeting when a motion was passed to initiate the formal public and SEPA review processes and advertise a Public Hearing for November 7, 2023, at 5:30 pm in City Hall.

### **Applicable Codes and City Standards:**

Amendment of the Zoning Code is a Type V, or legislative action. The amendment process is set forth in Chapter 19.05 OMC.

### **SEPA, Critical Areas and Shorelines:**

The proposed amendments represent a non-project action therefore there will be no impacts to Critical Areas or Shorelines. However, as amendments to the Zoning Code, as SEPA Checklist was required and a DNS issued. No comments or appeals were received.

### **Planning Commission Public Hearing:**

The City of Omak Planning Commission is holding an open record public hearing on November 7, 2023.

### **Comments Received:**

The proposed amendments and SEPA checklist were mailed or e-mailed to commenting agencies (see list in project file). As of the date this staff report was prepared, written comments had been received from the following: Department of Ecology; and, WSLCB.

Copies of all comments are contained in the project file.

#### **Commenting Agent or Individual:** Department of Ecology

**Nature of Comment:** Provided information about water rights pertaining to potential brewery

**Response:** *None. If permitted such a use will be connected to City water.*

#### **Commenting Agent or Individual:** WSLCB

**Nature of Comment:** Provided a list of the requirements for licensing a brewery.

**Response:** *None, the list of conditions is either included or referenced in the proposed amendments.*

### **Recommendation by Planning Staff:**

Planning staff recommends that the Planning Commission take the following action:

Move to recommend approval of the proposed amendments (AS PRESENTED or AS MODIFIED subject to the Findings of Fact and Conclusions presented in the 10/31/23 staff report.

## **Findings of Fact:**

The Planning Commission finds and concludes the following:

1. Chapter 35A.63 of the Revised Code of Washington establishes the City of Omak as the authority with jurisdiction on local zoning code decisions.
2. The review process was initiated by recommendation of the Building Official and Planner.
3. Two written comments were received during the required review process.
4. A SEPA Determination of Non-Significance was issued on October 4, 2023.
5. The proposed amendments to Zoning Code are consistent with the intent, goals and policies of the Land Use Element of the City of Omak Comprehensive Plan.
6. Public Notice requirements regarding the November 7, 2023 public hearing on the proposed amendments was completed. The affidavit of publication for said notice is contained in the project file and is part of the record.
7. The File of Record, Staff Report, and exhibits were received, admitted into the record and considered by the Planning Commission.
8. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

## **Conclusions**

1. The Planning has the authority to recommend amendments to the Zoning Code.
2. The City Council has authority to adopt amendments to the Zoning Code.
3. Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

**OMAK PLANNING COMMISSION  
MEETING MINUTES  
NOVEMBER 7, 2023**

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**CALL TO ORDER**

Chair Potter called the meeting to order at 5:30 pm

**Commissioner & Administrative Personnel:**

Anne Potter, Chair	Kurt Danison, Contract Planner
Jack Schneider, Vice Chair	Tyler Wells, Building Official - Absent
Erin Mundinger	Cindy Hicks, Deputy Clerk
Barry Hansen	Todd McDaniel, City Administrator

**Others in Attendance:**

Brant Smith (zoom)	Michelle Sandoval, FYRE
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**Approval of Minutes:**

Commissioner Mundinger moved, seconded by Commissioner Schneider, to approve the minutes from October 3, 2023 as written. With no further comments or corrections, the Commissioners voted to approve the motion.

**NEW BUSINESS:**

**Public Hearing – OMC Title 18 – Zoning Code Amendments**

Chair Potter opened the Public Hearing at 5:35 pm and read the Public Hearing Disclaimer. With no objections from the public or Planning Commission members, she then turned the hearing over to Planner, Kurt Danison. Planner Danison proceeded with the reading of the Staff Report (attached). The staff recommendation, if the Planning Commission is satisfied with the proposed amendments, is to forward it to the City Council for approval and adoption.

Chair Potter asked for any Public Comments. Brant Smith stated that he appreciated the Planning Commission and the work that was done on the zoning change request. He wished there was more public input on the request but was extremely satisfied with the process. Todd McDaniel, City Administrator, stated he had read the changes. He stated he did not see the definitions for Picobrewery or Nanobrewery in the RCW's. Planner Danison stated that they are not a RCW definition but what he found doing internet research pertaining to the business structure of what Mr. Smith is requesting. Mr. McDaniel said he just wanted to make sure that if it is adopted it is clear. Michelle Sandoval, Co-Founder and Co-Director of FYRE, thanked the Planning Commission for their work in this very detailed process. As with Mr. Smith, she wished there was more of a public interest especially as it relates to such a need for housing and with the need to take this into consideration when revising our Codes. She felt there is a need for dialect on this topic.

Chair Potter then asked if there were any Commissioner comments or questions. Commissioner Hansen stated that he really wanted to leave this decision open to public input before proceeding. He was disappointed that there was none. Commissioner Mundinger wanted to thank the City staff for their hard work and keeping them informed and organized. There were no further comments.

Chair Potter closed the Public Hearing at 5:55 pm.

**OMAK PLANNING COMMISSION  
MEETING MINUTES  
NOVEMBER 7, 2023**

Commissioner Hansen moved to recommend approval of the proposed amendments, consistent with those accepted by the Planning Commission on October 3, 2023, subject to the Findings of Fact and Conclusions presented in the 10/31/23 staff report. Commissioner Munding seconded the motion. With no further comments or corrections, the Commissioners voted to approve the motion.

Ms. Sandoval asked about the timeline process going forward to the City Council and their decision. She stated that they have a deadline of December 1, 2023, for the acquisition of the property they are looking at. Planner Danison stated that it is up to the City Council. They could approve at their next meeting or schedule a public hearing for one of their December meetings before making a decision. He will have an ordinance prepared and ready for the next meeting in case they decide to approve it then. He recommended that she and Mr. Smith attend the next City Council meeting for any questions that may arise. He will be there as well.

**OLD BUSINESS:**

Planner Danison reported that the Commission should now have the full copy of the Comprehensive Plan and the suggested changes. If there is no further comments or changes, he will put it together for a January public hearing. The Commission agreed.

**OTHER BUSINESS:**

**City Update**

There was a brief discussion on the cleanup of abandoned buildings around the city and if the city was seeing any new permitting for housing on vacant properties.

With no further business before the Planning Commission, Chair Potter closed the meeting. The meeting adjourned at 6:15pm.

There will be no meeting in December. The next scheduled meeting is set for January 2, 2024.

SIGNED:

\_\_\_\_\_  
Anne Potter, Chair

\_\_\_\_\_  
Cindy Hicks, Deputy Clerk



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: November 20, 2023

Subject: Ordinance 1931 Adopting the 2024 Budget

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The Attached Ordinance 1931 - Adopting the Budget for the City of Omak, Washington, for the Fiscal Year Ending December 31, 2024, is forwarded for your consideration.

This is a “Two Read” Ordinance to adopt the budget for fiscal year 2024. The 2024 Budget document fairly estimates all revenues and expenditures necessary to perform essential government services.

Two budget workshops were held, October 30th and November 13th. The Public Hearing was held during this November 20<sup>st</sup> meeting.

All changes identified at the final workshop have been incorporated into the budget document and captured in the 2024 Budget Ordinance.

This document is a fair representation of the year to come.

I approve this Ordinance and urge its adoption.

**ORDINANCE NO. 1931**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE  
CITY OF OMAK, WASHINGTON, FOR THE  
FISCAL YEAR ENDING DECEMBER 31, 2024**

**WHEREAS**, the Mayor of the **CITY OF OMAK**, Washington completed and placed on file with the City Clerk, a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said **CITY** for the fiscal year ending December 31, 2024, and notices were published that the Council of the said **CITY** would meet on the 20<sup>st</sup> day of November, 2023, at the hour of 7:00 P.M. for the final 2024 Budget Public Hearing in the Council Chambers at the City Hall of said **CITY**, for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of Omak an opportunity to be heard upon said budget; and

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

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

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

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

**Section 1.** The budget for the **CITY OF OMAK**, Washington for the Year 2024 is hereby adopted at the fund level in its final form and content as set forth in the document entitled **City of Omak Final 2024 Budget**, copies of which are on file in the Office of the City Clerk.

**Section 2.** Estimated resources for each separate fund for the City of Omak, and aggregate expenditures for all such funds for the year 2024 are set forth in summary form, as shown in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the Year 2024 as set forth in the **City of Omak Final 2024 Budget**.

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

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

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR** this 4<sup>th</sup> day of December 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM**

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

1<sup>ST</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> Reading: \_\_\_\_\_  
Filed with City Clerk: \_\_\_\_\_  
Passed by City Council: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Date Effective: 1/1/2024

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the City Council of the City of Omak passed Ordinance No. 1931, which was published in full text on the date stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Ordinance 1931 Exhibit "A"					
2024 City of Omak Final Budget					
Summary of Fund Balance, Revenues & Expenditures					
Fund#	Fund Name	Estimated 2024 Beginning Fund Balance	Estimated 2024 Revenue	Approved 2024 Expenditure	Estimated 2024 Ending Balance
<b>General Fund</b>					
001	CURRENT EXPENSE FUND	\$ 3,383,760.89	\$ 5,644,880.31	\$ 7,377,649.76	\$ 1,650,991.43
<b>Special Revenue Funds</b>					
102	CITY STREET FUND	\$ 215,527.74	\$ 993,062.00	\$ 1,128,030.81	\$ 80,558.93
103	CEMETERY FUND	\$ 105,716.53	\$ 79,500.00	\$ 77,138.98	\$ 108,077.55
104	LIBRARY FUND	\$ 42,913.83	\$ 155,616.00	\$ 171,251.90	\$ 27,277.93
105	MOTEL/HOTEL TAX FUND	\$ 259,236.28	\$ 209,000.00	\$ 382,000.00	\$ 86,236.28
106	AFFORDABLE HOUSING FUND	\$ 60,182.67	\$ 19,025.00	\$ -	\$ 79,207.67
109	BLOCK GRANT FUND	\$ 770.31	\$ -	\$ 770.31	\$ 0.00
110	STAMPEDE ARENA REDEVEL.	\$ 302,189.08	\$ 48,500.00	\$ 66,337.50	\$ 284,351.58
111	DRUG ENFORCEMENT FUND	\$ 11,280.23	\$ 10,605.00	\$ 10,600.00	\$ 11,285.23
	<b>TOTAL</b>	<b>\$ 997,816.67</b>	<b>\$ 1,515,308.00</b>	<b>\$ 1,836,129.50</b>	<b>\$ 676,995.17</b>
<b>Capital Improvement Fund</b>					
301	CAPITAL IMPROVEMENT FUN	\$ 378,241.62	\$ 77,000.00	\$ -	\$ 455,241.62
<b>Proprietary Funds</b>					
401	WATER FUND	\$ 1,897,014.39	\$ 3,543,646.00	\$ 4,464,027.51	\$ 976,632.88
402	SEWER FUND	\$ 1,587,540.34	\$ 3,344,030.00	\$ 3,335,090.50	\$ 1,596,479.84
403	GARBAGE FUND	\$ 510,283.18	\$ 1,683,450.00	\$ 1,664,322.45	\$ 529,410.73
405	STORM DRAIN UTILITY FUND	\$ 333,512.95	\$ 195,500.00	\$ 378,657.78	\$ 150,355.17
406	AIRPORT FUND	\$ 294,426.92	\$ 1,952,160.00	\$ 2,195,206.32	\$ 51,380.60
411	WATER CUM. RESERVE FUND	\$ 515,954.65	\$ 17,000.00	\$ -	\$ 532,954.65
412	SEWER CUM. RESERVE FUND	\$ 1,092,440.24	\$ 37,000.00	\$ -	\$ 1,129,440.24
	<b>TOTAL</b>	<b>\$ 6,231,172.67</b>	<b>\$ 10,772,786.00</b>	<b>\$ 12,037,304.56</b>	<b>\$ 4,966,654.11</b>
<b>Internal Service Funds</b>					
501	EQUIPMENT RENTAL FUND	\$ 92,069.81	\$ 1,018,307.62	\$ 1,033,982.05	\$ 76,395.38
508	EQ. RENTAL CAPITAL PURCH.	\$ 797,488.18	\$ 483,526.00	\$ 903,680.00	\$ 377,334.18
	<b>TOTAL</b>	<b>\$ 889,557.99</b>	<b>\$ 1,501,833.62</b>	<b>\$ 1,937,662.05</b>	<b>\$ 453,729.56</b>
<b>Custodial Funds</b>					
631	STATE BLDNG PERMIT FEES	\$ 102.00	\$ 773.00	\$ 875.00	\$ -
632	STATE AGENCY DEPOSITS	\$ 714.01	\$ -	\$ 714.01	\$ -
633	ADVANCED TRAVEL FUND	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	<b>TOTAL</b>	<b>\$ 2,816.01</b>	<b>\$ 773.00</b>	<b>\$ 1,589.01</b>	<b>\$ 2,000.00</b>
<b>Permanent Funds</b>					
700	INVESTMENT TRUST FUND	\$ 170,948.98	\$ -	\$ -	\$ 170,948.98
	<b>TOTAL OF ALL FUNDS</b>	<b>\$ 12,054,314.83</b>	<b>\$ 19,512,580.93</b>	<b>\$ 23,190,334.89</b>	<b>\$ 8,376,560.87</b>





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## Memo

TO: Mayor & Council

FROM: Michael Foth, Chair, Community Support & Public Safety Committee

Subject: Planning Commission Recommended Amendments to Zoning Code

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Respectfully,

Michael Foth

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November 7, 2023

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P.O. Box 72  
Omak, WA 98841

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The Planning Commission has reviewed the amendments to the best of their ability, and requests City Council place them on their agenda for a public hearing, if desired, and review and adoption.

Thank you for your time and consideration.

Sincerely,



Anne Potter, Chair  
Omak Planning Commission

ATTACHMENTS:

Staff Report with Attachments

**ORDINANCE NO. 1932**

**AN ORDINANCE OF THE CITY COUNCIL OF OMAK,  
WASHINGTON, ADOPTING AMENDMENTS TO CHAPTERS 18.08, 18.11 and 18.16  
OF THE CITY OF OMAK MUNICIPAL CODE**

**WHEREAS**, the City of Omak has an adopted Comprehensive Plan and zoning regulations pursuant to RCW 35A.63; and,

**WHEREAS**, all amendments to the comprehensive plan and zoning code are to be adopted, certified, and recorded or filed in accordance with RCW 35.63; and,

**WHEREAS**, the City of Omak Planning Commission held public meetings on April 4<sup>th</sup>, May 2<sup>nd</sup>, June 6<sup>th</sup>, July 7<sup>th</sup>, September 9<sup>th</sup>, and October 3<sup>rd</sup>, 2023 where to review and discussion of the proposed amendments to Title 18 of the Omak Municipal Code was on the agenda; and,

**WHEREAS**, at its October 3<sup>rd</sup> meeting the Planning Commission decided to initiate the formal public review process and set a public hearing on the proposed amendments for November 7, 2023; and,

**WHEREAS**, the proposed amendments were subject to SEPA review with a Determination of Non-Significance issued October 4, 2023 with no comments or appeals received; and,

**WHEREAS**, the proposed amendments were circulated for comments and a notice of the proposed amendments published in the Omak-Okanogan County Chronicle on October 11, 2023; and

**WHEREAS**, only two written comments were received which were not applicable or are addressed in the proposed amendments; and,

**WHEREAS**, public testimony at the November 7, 2023 Planning Commission public hearing was supportive of the proposed amendments; and,

**WHEREAS**, the Planning Commission, with a unanimous vote, moved to recommend that the City Council approve the proposed amendments and enact an ordinance to amend Title 18 OMC; and,

**WHEREAS**, the City Council reviewed the Planning Commission's recommendation at its regular November 20, 2023 meeting; and,

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

**Section 1.** Chapters 18.08, 18.11 and 18.16 be amended as set forth in Exhibit A attached hereto.

**Section 2.** Effective date. This Ordinance shall take effect five days after it passage approval and publication.

**DATED** this 20th day of November 2023, at an open public meeting.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**Add the following new definitions to Chapter 18.08 zoning, Omak Municipal Code:**

**Nanobrewery.**

"Nanobrewery" means a manufacturing business that brews beer in batches of 3 barrels or less on premises and sells canned, bottled or kegged beer off the premises.

**Picobrewery.**

"Picobrewery" means a manufacturing business that brews beer on premises and sells canned, bottled or kegged beer off the premises. Picobreweries shall have a production capacity less than 100 U.S. barrels per year.

**Amend 18.11.050 District Use Chart, Omak Municipal Code to add new uses (with footnotes), where permitted, and what type of permitting required:**

**18.11.050 DISTRICT USE CHART**

**Abbreviations:**

blank = Allowed Use

SPD = Single Use Planned Development

CUP = Conditional Development

X = Prohibited Use

BSP = Binding Site Plan

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central	PS Planned	HB Highway	AI Airport	CI Commercial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Microbrewery <sup>1</sup>	X	X	X				X		X	X	X
Nanobrewery <sup>1</sup>	X	X	X				X				X
Picobrewery <sup>1</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>				X				X

<sup>1</sup> -- subject to licensing and requirements of the WSLCB.

<sup>2</sup> – subject to conditions listed in 16.18.030(b)(3).

**Amend 18.16.030 Home Businesses to add new (b)(3) conditions for picobrewery permitted as a home business.**

(3) Picobreweries allowed as a home business shall be subject to the following conditions:

- No deliveries that require pallets or freight trucks
- No additional parking or traffic that wouldn't be normally expected from a household.
- No display of merchandise or signs.
- Maintain the appearance that no business is being operated from the premises.
- No sales being made on the property.
- All operations and storage must have space separate (with no shared door) from the dwelling space.
- No outdoor storage of equipment or supplies.
- Must provide a waste plan with estimated quantities and place of disposal.
- Use must comply with licensing and permitting requirements of the Washington State Liquor and Cannabis Board.
- Any violation of the conditions may result in revocation of home occupation permit.

**CITY OF OMAK  
STAFF REPORT  
PROPOSED ZONING AMENDMENTS**

**TO:** PLANNING COMMISSION  
**FROM:** STAFF  
**SUBJECT:** ZONING AMENDMENTS – FYRE AND BREWERY  
**DATE:** 10/31/2023

\*\*\*\*\*

**Applicant:** City of Omak

**Project Description:**

The City Planning Commission, with the assistance of the City Planning Consultant and Building Official has completed the process to review and prepare draft amendments to Title 18 Zoning of the Omak Municipal Code.

**Chronology:**

The Building Official was approached by two different entities during the late spring of this year with inquiries about potential land uses in commercial as well as residential zones. The first inquiry came from a person wanting to have a small-scale brewery as a home occupation in a residential neighborhood. The second inquiry was from the Foundation for Youth Resiliency and Engagement (FYRE), an organization with a plan to build a new facility to provide education and housing for at-risk youth and young adults.

The home-based brewery as a home occupation did not seem to fit the general definition of a home occupation but the person making the inquiry provided several letters and other information supporting his contention that it could be allowed as a home occupation. The type of facility being sought by FYRE did not fit any of the definitions in the code for similar facilities, with the most similar type of use prohibited in the Central Business District where FYRE is located.

The Building Official and Planner discussed both issues and in the case of both decided it would be best to seek the advice of the Planning Commission in interpreting City Code.

The Planning Commission took up the issues at their April, 2023 meeting and decided to pursue potential amendments to the zoning code to address both issues. Subsequent meetings of the Commission in May, June, July and September included discussions on definitions and conditions to potentially permit a small-scale brewery as a home occupation and new definitions tailored to the type of facility that FYRE is proposing. Discussion of both issues entailed deciding where such uses could be allowed under what conditions. During these meetings the proponents of both issues attended one or more of the meetings which greatly assisting Commission members in gaining knowledge about how and what amendments would address the issues.

As a result of the meetings, the Commission directed staff to prepare drafts of proposed regulations which the Commission reviewed during several meetings. The Planning Commission's review and preparation of draft amendments was completed at its October meeting when a motion was passed to initiate the formal public and SEPA review processes and advertise a Public Hearing for November 7, 2023, at 5:30 pm in City Hall.

### **Applicable Codes and City Standards:**

Amendment of the Zoning Code is a Type V, or legislative action. The amendment process is set forth in Chapter 19.05 OMC.

### **SEPA, Critical Areas and Shorelines:**

The proposed amendments represent a non-project action therefore there will be no impacts to Critical Areas or Shorelines. However, as amendments to the Zoning Code, as SEPA Checklist was required and a DNS issued. No comments or appeals were received.

### **Planning Commission Public Hearing:**

The City of Omak Planning Commission is holding an open record public hearing on November 7, 2023.

### **Comments Received:**

The proposed amendments and SEPA checklist were mailed or e-mailed to commenting agencies (see list in project file). As of the date this staff report was prepared, written comments had been received from the following: Department of Ecology; and, WSLCB.

Copies of all comments are contained in the project file.

#### **Commenting Agent or Individual:** Department of Ecology

**Nature of Comment:** Provided information about water rights pertaining to potential brewery

**Response:** *None. If permitted such a use will be connected to City water.*

#### **Commenting Agent or Individual:** WSLCB

**Nature of Comment:** Provided a list of the requirements for licensing a brewery.

**Response:** *None, the list of conditions is either included or referenced in the proposed amendments.*

### **Recommendation by Planning Staff:**

Planning staff recommends that the Planning Commission take the following action:

Move to recommend approval of the proposed amendments (AS PRESENTED or AS MODIFIED subject to the Findings of Fact and Conclusions presented in the 10/31/23 staff report.

## **Findings of Fact:**

The Planning Commission finds and concludes the following:

1. Chapter 35A.63 of the Revised Code of Washington establishes the City of Omak as the authority with jurisdiction on local zoning code decisions.
2. The review process was initiated by recommendation of the Building Official and Planner.
3. Two written comments were received during the required review process.
4. A SEPA Determination of Non-Significance was issued on October 4, 2023.
5. The proposed amendments to Zoning Code are consistent with the intent, goals and policies of the Land Use Element of the City of Omak Comprehensive Plan.
6. Public Notice requirements regarding the November 7, 2023 public hearing on the proposed amendments was completed. The affidavit of publication for said notice is contained in the project file and is part of the record.
7. The File of Record, Staff Report, and exhibits were received, admitted into the record and considered by the Planning Commission.
8. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

## **Conclusions**

1. The Planning has the authority to recommend amendments to the Zoning Code.
2. The City Council has authority to adopt amendments to the Zoning Code.
3. Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

**OMAK PLANNING COMMISSION  
MEETING MINUTES  
NOVEMBER 7, 2023**

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**CALL TO ORDER**

Chair Potter called the meeting to order at 5:30 pm

**Commissioner & Administrative Personnel:**

Anne Potter, Chair	Kurt Danison, Contract Planner
Jack Schneider, Vice Chair	Tyler Wells, Building Official - Absent
Erin Munding	Cindy Hicks, Deputy Clerk
Barry Hansen	Todd McDaniel, City Administrator

**Others in Attendance:**

Brant Smith (zoom)	Michelle Sandoval, FYRE
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**Approval of Minutes:**

Commissioner Munding moved, seconded by Commissioner Schneider, to approve the minutes from October 3, 2023 as written. With no further comments or corrections, the Commissioners voted to approve the motion.

**NEW BUSINESS:**

**Public Hearing – OMC Title 18 – Zoning Code Amendments**

Chair Potter opened the Public Hearing at 5:35 pm and read the Public Hearing Disclaimer. With no objections from the public or Planning Commission members, she then turned the hearing over to Planner, Kurt Danison. Planner Danison proceeded with the reading of the Staff Report (attached). The staff recommendation, if the Planning Commission is satisfied with the proposed amendments, is to forward it to the City Council for approval and adoption.

Chair Potter asked for any Public Comments. Brant Smith stated that he appreciated the Planning Commission and the work that was done on the zoning change request. He wished there was more public input on the request but was extremely satisfied with the process. Todd McDaniel, City Administrator, stated he had read the changes. He stated he did not see the definitions for Picobrewery or Nanobrewery in the RCW's. Planner Danison stated that they are not a RCW definition but what he found doing internet research pertaining to the business structure of what Mr. Smith is requesting. Mr. McDaniel said he just wanted to make sure that if it is adopted it is clear. Michelle Sandoval, Co-Founder and Co-Director of FYRE, thanked the Planning Commission for their work in this very detailed process. As with Mr. Smith, she wished there was more of a public interest especially as it relates to such a need for housing and with the need to take this into consideration when revising our Codes. She felt there is a need for dialect on this topic.

Chair Potter then asked if there were any Commissioner comments or questions. Commissioner Hansen stated that he really wanted to leave this decision open to public input before proceeding. He was disappointed that there was none. Commissioner Munding wanted to thank the City staff for their hard work and keeping them informed and organized. There were no further comments.

Chair Potter closed the Public Hearing at 5:55 pm.

**OMAK PLANNING COMMISSION  
MEETING MINUTES  
NOVEMBER 7, 2023**

Commissioner Hansen moved to recommend approval of the proposed amendments, consistent with those accepted by the Planning Commission on October 3, 2023, subject to the Findings of Fact and Conclusions presented in the 10/31/23 staff report. Commissioner Munding seconded the motion. With no further comments or corrections, the Commissioners voted to approve the motion.

Ms. Sandoval asked about the timeline process going forward to the City Council and their decision. She stated that they have a deadline of December 1, 2023, for the acquisition of the property they are looking at. Planner Danison stated that it is up to the City Council. They could approve at their next meeting or schedule a public hearing for one of their December meetings before making a decision. He will have an ordinance prepared and ready for the next meeting in case they decide to approve it then. He recommended that she and Mr. Smith attend the next City Council meeting for any questions that may arise. He will be there as well.

**OLD BUSINESS:**

Planner Danison reported that the Commission should now have the full copy of the Comprehensive Plan and the suggested changes. If there is no further comments or changes, he will put it together for a January public hearing. The Commission agreed.

**OTHER BUSINESS:**

**City Update**

There was a brief discussion on the cleanup of abandoned buildings around the city and if the city was seeing any new permitting for housing on vacant properties.

With no further business before the Planning Commission, Chair Potter closed the meeting. The meeting adjourned at 6:15pm.

There will be no meeting in December. The next scheduled meeting is set for January 2, 2024.

SIGNED:

\_\_\_\_\_  
Anne Potter, Chair

\_\_\_\_\_  
Cindy Hicks, Deputy Clerk





# Omak Volunteer Fire Department

Phone: (509) 826-0760  
Fax: (509) 826-6057

16 N. Ash St.  
P.O. Box 72  
Omak, WA 98841

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Jeremy Patrick, Fire Chief

## MEMORANDUM

**To:** Cindy Gagne, Mayor  
Omak City Council  
**From:** Jeremy Patrick, Omak Fire Chief  
**Date:** November 20, 2023  
**Subject:** Fireworks Permit, Public Display

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Pyro Spectaculars North, Inc. and Omak Chamber of Commerce are requesting Fireworks permit, Public Display for the Christmas Parade/Event December 9, 2023.

I recommend its approval.

# WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

Name of Event Omak Christmas

Street Address East Side Park/Stampede Park right near River Bank & Baseball Diamond

City Omak County Okanogan

Event Date December 9, 2023 Event Time approx 6:00 ☐ AM ☒ PM

Applicant's/Sponsor's Name Omak Chamber of Commerce Phone No. 509-322-5974

Pyrotechnic Operator Jeff Casali License No. P-03076

Experienced Assistant's Name Richard Vaughan

General Display Company Name Pyro Spectaculars North, Inc. Phone No. (509) 467-9282

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction City of Omak Fire Dept.

Name of Permitting Official Fire Chief Jeremy Patrick

Title FIRE CHIEF Phone No. 509-828-0760

Permit Granted: ☒ Yes ☐ Yes, with Restrictions (see "Notations" below) ☐ No

Restrictions/Notations

JP F-51  
Signature of Permitting Official

11-20-23  
Date of Approval

003  
Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

**MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2023

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).

<b>PRODUCER</b> Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 216-658-7100 <b>FAX</b> (A/C, No): 216-658-7101 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Axis Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 1656379893

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC			S18GL00282-231	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			P-001-000063946-05	1/13/2023	1/13/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as an Additional Insured in regards to General Liability.

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date of Display: December 9, 2023

Location of Display: East Side Park/ Stampede Park, Omak, WA

Additional Insured(s): Omak Chamber of Commerce, East Side Park/Stampede Park, City of Omak, Colville Confederated Tribes, Omak Fire Department and their officers, agents and employees when acting in their official capacity as such.

**CERTIFICATE HOLDER****CANCELLATION**

Omak Chamber of Commerce P.O. Box 3100 Omak WA 98841	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 
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Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

U.S. GOVERNMENT PRINTING OFFICE: 2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	9-CA-067-24-5E-01205
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	May 1, 2025
Name PYRO SPECTACULARS NORTH, INC			

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

5301 LANG AVE  
MC CLELLAN, CA 95652-

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYRO SPECTACULARS NORTH, INC  
5301 LANG AVE  
MC CLELLAN, CA 95652-

\_\_\_\_\_  
Licensee/Permittee Responsible Person Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Position/Title  
\_\_\_\_\_  
Date

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

Previous Edition is Obsolete PYRO SPECTACULARS NORTH, INC 5301 LANG AVE 95652-9-CA-067-24-5E-01205 May 1, 2025 24-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: PYRO SPECTACULARS NORTH, INC	
Business Name:	
License/Permit Number: 9-CA-067-24-5E-01205	
License/Permit Type: 24-IMPORTER OF EXPLOSIVES	
Expiration:	May 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

City of Omak  
PO Box 72 Omak WA 98841

Date: 10/31/2023  
Time: 01:23:10 PM  
Clerk: OMAKCITY\johnm

Receipt: 138044  
System: Financials  
Amount: \$100.00  
Received From PYRO SPECTACULARS  
NORTH

Reference CM Receipt Number -  
138044

Notes 2023 CHRISTMAS  
FIREWORKS SHOW

Check 34879 \$100.00

W



Omak Fire Department  
16 North Ash  
(509) 826-0760

*Office of the Fire Chief*

003

Fee \$ 100.00

Date Issued: ~~12-8~~ 11-20-23

Permit is hereby granted to: Omak Chamber of Commerce  
NAME

401 Omak Ave  
ADDRESS

for the following activities (list each function):

Public fireworks Display in East Side Park  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

pursuant to the provisions of the International Fire Code and Omak City ordinance, any violation of these regulations may be grounds for revocation of this permit.

This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

APPROVED BY: 

TITLE: Omak Fire Chief





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**TO:** OMAK CITY COUNCIL  
Cindy Gagné, Mayor

**FROM:** CONNIE THOMAS, CITY CLERK

**DATE:** NOVEMBER 20, 2023

**SUBJECT:** RESOLUTION NO. 84-2023 – JANITORIAL CONTRACT FOR 1/1/2024 THROUGH 12/31/2028

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**Resolution 84-2023, APPROVING A PROFESSIONAL SERVICES CONTRACT FOR JANITORIAL SERVICES TO CITY FACILITIES WITH WDB JANITORIAL SERVICES,**  
is forwarded for your consideration.

The current janitorial contract with WDB Janitorial expires on December 31, 2023. I advertised for bids for another five-year contract in the Omak Chronicle on October 4, 2023, utilized Facebook and our website to encourage bids. We request the bid be given as an annual cost, to be paid in monthly installments throughout the year.

The following three bids were received by 2:00 PM on Tuesday, November 7, 2023, opened and read out loud:

<b><u>Vendor</u></b>	<b><u>Annual Amount</u></b>
A-1 Performance, Inc.	\$38,748.96
Dannie's Building Maintenance, LLC	\$35,000
<b>WDB Janitorial, LLC</b>	<b>\$24,360</b>

WDB Janitorial, LLC was the low bidder and I recommend approving this bid and assigning the contract as of January 1, 2024.

**RESOLUTION NO. 84-2023**

**PROFESSIONAL SERVICES CONTRACT FOR  
JANITORIAL SERVICES BETWEEN  
WDB JANITORIAL, LLC  
AND THE CITY OF OMAK**

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington, do hereby resolve that the **Professional Services Contract**, attached to this Resolution as “Exhibit A”, between the **CITY OF OMAK, a municipal corporation** and **WDB Janitorial LLC, a private company**, effective January 1, 2024 through December 31, 2028, is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF OMAK  
CONTRACT FOR JANITORIAL SERVICES**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF OMAK, hereinafter called the **CITY** and \_\_\_\_\_ hereinafter called the **CONTRACTOR**,

**WITNESSETH:**

**WHEREAS**, the **CITY** desires to engage the **CONTRACTOR** to perform certain tasks hereinafter set forth in **APPENDIX "A"** as attached.

**NOW, THEREFORE**, in consideration of the covenants, conditions and promises hereinafter contained,

**THE PARTIES CONTRACT AND AGREE**, as follows:

- 1) This contract shall be effective for a period of five (5) years, from January 1, 2024 to December 31, 2028.
- 2) The **CITY** shall pay the **CONTRACTOR** the monthly sum of \$2,030, based upon 1/12<sup>th</sup> of the annual contract for the services to be provided as set forth in Paragraph 3 below. Payment will be made for the month previous at the first monthly meeting of the Council.
- 3) The **CONTRACTOR** shall be responsible for all phases of janitorial services for the Omak City Hall building; Omak Police Dept. building, Omak Fire Dept building, and the Omak Public Library, including but not necessarily limited to the responsibilities as set forth in **APPENDIX "A"**.
- 4) The **CONTRACTOR** shall be responsible for necessary equipment and shall be responsible for providing all supplies needed such as, but not limited to, cleaners and waxes. **CITY** shall provide all paper products, i.e., towels, toilet paper and trash can liners.
- 5) **CONTRACTOR** shall be responsible for its own records and agrees to pay all wages and taxes due to and for employees who have been hired; i.e., FUTA, FICA, L & I, etc.
- 6) Prevailing wages are required on all public building service maintenance (janitorial) contracts. The **CONTRACTOR** is required to file the "Statement of Intent to Pay Prevailing Wages" (Intent) and "Affidavit of Wages Paid" (Affidavit) forms with Washington State Department of Labor & Industries. The Intent form is filed immediately after the contract is awarded and before work begins, and re-filed at the beginning of each contract year thereafter. The Affidavit form is to be filed at the end of each year of the contract period. A copy of current prevailing wage rates for Building Service

Employees is attached and it is the **CONTRACTOR's** responsibility to locate and maintain the current prevailing wage rate during the life of the contract.

- 7) **CONTRACTOR** and all employees hired will agree to a background check prior to services being rendered due to security of police and municipal records.
- 8) **CONTRACTOR** agrees to maintain such insurance as will fully protect the **CONTRACTOR** and the **CITY** from any and all claims under any Workman's Compensation Act or employer's libability laws and to maintain liability insurance with minimum limits of \$1,000,000.00 (one million dollars) from any and all other claims of whatsoever kind or nature for the damage to property, or for personal injury, including death, made by anyone whosoever, that may arise from operations carried out under this contract, either by the **CONTRACTOR**, its agents or employees, or by anyone directly or indirectly engaged or employed by them. In addition, the **CONTRACTOR** agrees to provide the **CITY** with certificates evidencing the required coverage before **CONTRACTOR** begins work hereunder.
- 9) The work and services provided for herein shall be performed by the **CONTRACTOR** or the **CONTRACTOR's** employees, and no other firm or subcontractor shall be engaged to perform such services, provided that this provision shall not apply to clerical and/or similar incidental services needed by the **CONTRACTOR** to assist in the performance of this agreement.
- 10) The **CITY's** representative, for purposes of administering this contract, shall be the City Clerk or her designate.
- 11) If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner their obligations under this contract, or, if the **CONTRACTOR** shall violate any of the provisions of this agreement, the **CITY** shall thereupon have the right to terminate this contract upon the giving of 72 hours written notice to the **CONTRACTOR** describing such defaults or violations, provided that the **CITY** shall pay the **CONTRACTOR** for all phases or portions of phases already completed under this contract.
- 12) The **CONTRACTOR** shall not be deemed to be an employee of the **CITY**.
- 13) The **CITY's** failure to insist upon strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, shall not constitute a waiver of any right under this contract.
- 14) The **CONTRACTOR** agrees to indemnify and hold harmless the **CITY**, its officers, agents and employees against any and all damages or claims resulting, or allegedly resulting from, the **CONTRACTOR's** performance or lack of performance hereunder.

- 15) **CONTRACTOR** and all subcontractors must be current in their business registration with the **CITY**; Washington State Unified Business Identifier (UBI) and contractor's license.
- 16) This contract shall be construed and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this contract shall be in Okanogan County, Washington.
- 17) In January of each year of this contract, beginning with the second year of the contract, the **CITY** will provide for a Consumer Price Index (CPI) increase arrived at by an increase of 100% of the Average Change for the period of July two years prior, to June the previous year, of the CPI-W All U.S. Cities Average Wage Earners. The average change in the CPI will be determined by adding the monthly change for each month and dividing the total by 12 to obtain the average annual change. (i.e., the adjustment for January 1, 2020 would be determined by averaging the monthly CPI for the month of July 2018 through June 2019, and dividing by 12.)

**IN WITNESS WHEREOF**, the **CITY** and **CONTRACTOR** have executed this contract as of the day and year first-above written.

SIGNED:  
**CONTRACTOR:**

SIGNED:  
**CITY OF OMAK:**

\_\_\_\_\_  
Company Name (print)

\_\_\_\_\_  
Cindy Gagné, Mayor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Contractor State License Number

\_\_\_\_\_  
State UBI Number

## **APPENDIX “A”**

### **CITY OF OMAK BUILDINGS COVERED BY THIS CONTRACT:**

**Omak City Hall: 4,639 square feet**

Cleaning schedule of three days per week so as to provide a clean environment Monday, Wednesday and Friday mornings.

**Omak Public Library: 2,874 square feet**

Cleaning schedule of five days per week so as to provide a clean environment on Monday, Tuesday, Wednesday, Thursday and Friday mornings.

**Omak Police Building: 1,738 square feet**

Cleaning schedule matching that of Omak City Hall.

**Omak Fire Hall: 654 square feet**

This area will be cleaned once a week and consists of the office, restroom and kitchen/meeting room.

### **DAILY JANITORIAL SERVICE REQUIRED:**

**Restrooms:**

- Toilets/Sinks/Urinals/Door Handles – clean and sanitize
- Trash containers – empty and replace liners
- Dispensers: soap, towel, tissue – fill as needed, clean & sanitize
- Glass/Chrome/Hardware/Mirrors – clean and polish
- Floors – sweep, damp mop and sanitize
- Walls/Partitions/Doors – spot clean
- Walls by sinks/urinals – damp wipe

**Floors:**

- Resilient/Cement/Other – sweep, dust and damp mop
- Carpets – vacuum and spot clean
- Mats at Entrances and Front Counter – Vacuum
- Vacuum Municipal Court Clerk office

**Interior:**

- Interior Entrance Doors – clean doors/glass
- Counters/Desk tops/Tables – clean thoroughly

**Exterior:**

- Entrance Doors – sweep and pick up trash
- Paper or Debris – pick up – empty ashtray
- Entrance Doors – clean doors/glass

## **APPENDIX “A” cont’d**

### **Miscellaneous:**

- Phones/Chairs/Clocks/Pictures – dust and damp wipe
- Plastic Work Station Mats – vacuum and damp wipe
- Trash containers – empty and line
- Drinking Fountains – clean/polish/sanitize
- Entrance Door Push Plates and Handles – clean
- Janitor’s Storage Areas – clean/organize/re-stock
- Sinks in Council/Conference/Coffee Room-clean and sanitize
- Wash Coffee Pot/Cups/Dishes-run dishwasher when needed
- Wash dining and end table in Kitchen area
- Check and Clean Pioneer Room in Omak Library
- Check and Clean Council Room in Omak City Hall

### **WEEKLY JANITORIAL SERVICE REQUIRED:**

#### **Interior:**

- Bookcases/ File Cabinet Tops – clean
- Switches/Handles/Plates-clean and sanitize
- Phones – clean and sanitize ear/voice piece
- Fingerprints/Spots-clean
- Interior glass and windows in offices-clean
- Baseboards – clean
- Window sills/tables/Partition edges – clean
- Vacuum Full City Hall Council Chamber Floor
- Doors/Frames/Walls – spot clean
- City Council Room – Councilmember seating – clean table top
- Dust computers, adding machines, printers on desks
- Dust inside of exterior windows to remove cobwebs

#### **Miscellaneous:**

- Clean Fire Hall Office, Restroom and Meeting Room/Kitchen, Based on all Daily Cleaning Requirements

**OTHER SERVICES REQUIRED WILL BE ON AN ON-CALL, AS NEEDED BASIS**



## INTEROFFICE MEMORANDUM

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** FINANCE DEPARTMENT

**SUBJECT:** RES. 85-2023 – AGREEMENTS WITH INVOICE CLOUD

**DATE:** NOVEMBER 20, 2023

The attached **Resolution 85-2023, a Resolution Approving Agreements with Invoice for Card Readers, and Service Fee Changes**, is forwarded for your consideration.

The City of Omak has received numerous requests to have a card reader at the front counter for utility payments. We currently have an agreement with InvoiceCloud for online digital billing and payments for utilities. InvoiceCloud can supply the city with two card readers at \$480 annually. This will allow debit/credit card payments at the counter for utility payments only.

Regarding the Price & Service Fee Change Agreement, the current debit/credit card maximum charge is \$304.95 (includes \$3.95 service fee). We are finding that utility bills are often more than \$300 requiring a customer to process two transactions when using a card in addition to paying a double service fee. The Price & Service Fee Change Agreement will increase the maximum charge limit to \$125,000 with a service fee of 3.25% with a \$3 minimum.

I support this Resolution.

**RESOLUTION NO. 85-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AGREEMENTS WITH INVOICE CLOUD FOR CARD READERS AND PRICE AND SERVICE FEE CHANGE**

**WHEREAS**, Omak City Council approved Resolution 20-2016 an agreement with Invoice Cloud to provide the city with electronic bill paying services; and

**WHEREAS**, the City Clerk has determined the need to acquire two credit/debit card readers to accept utility payments at the front counter; and

**WHEREAS**, if approved, the city would receive two card readers at a monthly cost of \$20; and

**WHEREAS**, it was also determined the max cap of \$300 for credit and debit charges should be increased to accommodate many of the utility payments; and

**WHEREAS**, if approved, the maximum payment cap would increase to \$125,000 for credit and debit card payments; and

**WHEREAS**, the current transaction fee is \$3.95, and the Price and Service Fee Change Exhibit "B" would adjust change the fee to 3.95% or a minimum of \$3; and

**WHEREAS**, these two agreements Exhibit "A" and Exhibit "B" would "piggy-back" onto the existing contract approved in 2016; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Omak hereby approves the Agreements with InvoiceCloud, attached hereto as Exhibit "A" and Exhibit "B." The mayor is authorized to execute the agreements on behalf of the city and the City Clerk is authorized to attest the Mayor's signature.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**SALES INFORMATION**

IC Sales Rep	Dan Ryan			Vertical	Utility
Order Date	11/2/2023	Sales Partner	Vision MS	Software Partner	Vision MS

**PRODUCTS AND SERVICES**

Products	[Point of Sale]
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**PAYMENT METHODS ACCEPTED**

Payment Types	[American Express] [VISA/Mastercard/Discover] [PayPal]
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**BILLER INFORMATION**

Ownership Type	Government			Phone	(509) 826-1170	Fax	
Legal Name	City of Omak, WA			Website URL	www.omakcity.com		
Address 1	2 N Ash Street			Bus. Open Date	1911		
Address 2				Federal Tax ID			
City	Omak			<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	WA	ZIP	98841				

**BILLER CONTACT**

Primary Contact Name	Cindy Gange	
Phone	509-826-1170	
Email Address	mayor@omakcity.com	

**SIGNING AUTHORITY**

Name	Cindy Gange	Title	Mayor
Phone	509-826-1170	Fax	
Email Address	mayor@omakcity.com		

**BILLER PRICING**

Description	Interval	Cost Type	Cost
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**HARDWARE**

Card Reader Type	Swipe Only	Quantity	2	Cost per Reader	20.00
Card Reader	IDTech SREDKey			Billing Interval	Monthly
Shipping Addr. (if different than location address)					

Kiosk Type	Device Quantity	Per Device Txn Min
Standard/In-Door		750
Thru-Wall		800
Outdoor Model		850

Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference

**BILLER BANK INFO**

<b>Note: Must include voided business check or bank letter for each unique account</b>					
Billing Method	Direct Debit			Bank Name	
Name on Account				Phone	
Bank Address					
Routing #				Last 4 Acct #	



<b>DATA RETENTION</b>		
Months to Keep	24	*Additional Fees apply if greater than 24 months
<b>NOTES/SPECIAL HANDLING</b>		
<b>CERTIFICATION AND AGREEMENT</b>		

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+C and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Add on to the Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference.(8) agrees that Biller will submit transactions only in accordance with the information in this Add on to the Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (9) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud., will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. This Add on to the Order Form will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.
- F. If the Biller's order includes kiosks, then the terms and conditions of Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

**Accepted by Biller:**

**X**

**Corporate Officer**

Cindy Gange

**Printed Name**

Mayor

**Title**

**Accepted by Invoice Cloud, Inc.:**

**X**

**Corporate Officer**

Kevin W. O'Brien

**Printed Name**

President

**Title**

## SALES INFORMATION

IC Sales Rep	Dan Ryan	Request Date	11/1/2023
		Effective Date	1/1/2024

## BILLER INFORMATION

BID #	851	Invoice Type Name	Utility
Biller Name	City of Omak, WA	Pricing Model (Submitter or Non-Submitter)	Submitter
City, State	Omak, WA	f Non-Submitter: Interchange Paid By	Invoice Cloud
Contact Name	Cindy Gange		
Contact Title	Mayor		
Telephone #	509-826-1170		

## BILLER PRICING CHANGE REQUEST

## CURRENT PRICING

Description	Interval	Cost Type	Cost
NEW PRICING			
Description	Interval	Cost Type	Cost

## NOTES/SPECIAL HANDLING

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## SERVICE FEE CHANGE REQUEST

CURRENT SERVICE FEE STRUCTURE				
Payment Source	Payment Method	Min Fee (\$)	Cost Type	Fee Amt
All Payment Sources	Credit/Debit/PayPal		Fixed (\$)	\$ 3.95
PAYMENT SOURCE EXCEPTIONS				
NEW SERVICE FEE STRUCTURE				
All Payment Sources	Credit/Debit/PayPal	\$3.00	Percent (%)	3.25 %
PAYMENT SOURCE EXCEPTIONS				
MAX PAYMENT CAP				
CC Max (\$)	125000.00	ACH Max (\$)		
NOTES/SPECIAL HANDLING				
The City of Omak, WA is making an adjustment to transaction fees associated credit/debit cards/PayPal. The new transactional pricing is 3.25% with a \$3.00 minimum for customers using a credit/debit cards/PayPal. The invoice max cap increases from \$304.95 to \$125,000.				

TRANSACTIONAL PRICING CHANGE REQUEST				
CURRENT PRICING				
Payment Source	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
PAYMENT SOURCE EXCEPTIONS				
NEW SERVICE FEE STRUCTURE				
PAYMENT SOURCE EXCEPTIONS				
MAX PAYMENT CAP				
CC Max (\$)	125000.00	ACH Max (\$)		

**NOTES/SPECIAL HANDLING**

[signature page follows]

X

Accepted by Biller:

Corporate Officer/Authorized Official

Cindy Gange

Printed Name

Mayor

Title

X

Accepted by Invoice Cloud, Inc.:

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: November 20, 2023

Subject: **Resolution No. 86-2023** Approving the Public Works Contract with  
Comfort Zone Services LLC, for repair of the roof on the mechanic shop

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The roof of the mechanic shop has had minor leaks in multiple locations for a few years. After talking with the roofing company, they suggested replacing the screws and resealing the vents.

Comfort Zone Services LLC has submitted an estimate for \$5745.20 to do the work.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 86-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS  
CONTRACT WITH COMFORT ZONE SERVICES LLC. FOR ROOF REPAIR AT THE  
MECHANIC SHOP**

**WHEREAS**, the Public Works Department has the need to repair the roof on the mechanic shop; and

**WHEREAS**, funding is available within the 2023 budget; and

**WHEREAS**, a public works contract has been prepared to identify the cost and scope of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Public Works Contract with Comfort Zone Services LLC, for repair of the roof on the mechanic shop, a copy of which is attached as Exhibit "A", is approved. The Mayor is authorized to execute all documents necessary to effect this action.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **PUBLIC WORKS CONTRACT**

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

**Comfort Zone Services LLC  
PO BOX 1789  
OKANOGAN WA 98840**

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

### **WITNESSETH:**

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

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

**Remove and replace roof screws with oversized screws, seal all roof vents. Does not include replacing the fiberglass panels.**

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

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

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

file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

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

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number. \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF OMAK

\_\_\_\_\_

Wayne Beetchenow  
Public Works Director

## **Mechanic Shop Roof Repair**

### **Scope of Work**

The City of Omak is seeking bids to Remove and replace roof screws with oversized screws, seal all roof vents.

#### **Scope of work:**

The contractor will provide all labor, materials, equipment, supplies and tools necessary to install metal roofing.

Contractor will be responsible for securing and paying the cost of all necessary permits required for the work, including City of Omak Business License.

The successful bidder will be required to execute a Public Works Contract with the City of Omak. (see attached sample)

The contract will require payment of prevailing wages to all workmen engaged in project. Intent to pay prevailing wage and affidavit of wages paid must be filed with the Washington State Department of Labor and Industries at contractor's expense.

Contractor will be required to provide a Certificate of Insurance for Commercial General Liability Insurance in the amount of \$1,000,000.00 with the City of Omak named as additional insured.

This project will be a Limited Public Works Process authorized under RCW 39.04.155

The Contractor must be licensed by the State of Washington.

The Contractor will be responsible for clean up of work site upon completion of project.

Award of contract by the City of Omak will be based upon what is considered the most responsive bid. The City of Omak reserves the right to reject any or all bids authorized by law and to award the contract to other than the lowest bidder at its discretion and in the best interest of the City of Omak.

**City of Omak  
Equipment Rental Shop  
230 Columbia St**

**Bid Form**

1.	Installation	\$ _____
2.	Washington State Sales Tax @ 8.4%	\$ _____
	Total Bid Amount	\$ _____

\_\_\_\_\_  
BIDDER (CONTRACTOR)

\_\_\_\_\_  
DATE

BY \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Please print of type name)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Washington State Contractor's License Number: \_\_\_\_\_

UBI Number: \_\_\_\_\_

Federal TIN: \_\_\_\_\_



Note:

- (1) If bidder is a co-partnership, state, and give the name of the firm that transacts business in the City of Omak.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.



Comfort Zone Services LLC

City of Omak  
220 Columbia St  
Omak, WA 98841



 (509) 826-9216  
 er@omakcity.com

ESTIMATE	#106
ESTIMATE DATE	Oct 25, 2023
DEPOSIT DUE	\$2,650.00

CONTACT US

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P.O. BOX 1789  
OKANOGAN, WA 98841

 (509) 393-6278  
 comfortzonehc23@gmail.com

ESTIMATE

Services	qty	unit price	amount
Remove and replace roof screws with oversized screws, seal all roof vents. Does not include replacing the fiberglass panels. Location 220 Columbia St, Omak WA	1.0	\$5,300.00	\$5,300.00

Services subtotal: \$5,300.00

Subtotal	\$5,300.00
Tax (OMAK 8.4%)	\$445.20

**Total** **\$5,745.20**

**Deposit** **\$2,650.00**

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: November 20, 2023

Subject: Resolution 87-2023 Professional Service VIP Insurance

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The attached Resolution -No. 87-2023 Approving a Professional Service Agreement with VIP Insurance, is forwarded for your consideration.

The city secures Insurance through the CIAW insurance pool via a broker/agent. VIP Insurance Agency was identified and selected to continue our service needs for participation in the CIAW pool.

We have been somewhat dissatisfied with our current provider and wish to switch agents. Over the years the years I have kept in contact with our local VIP agent, and I am confident that we can work together to simplify our renewal and servicing needs.

Cost for these services are set at 3.5% of the CIAW Premium, which is comparable to recent service costs. Contract services will be renewed annually until canceled.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 87-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VIP INSURANCE AGENCY**

**WHEREAS**, the City of Omak utilizes Insurance Agent services to facilitate Insurance through the Cities Insurance Association of Washington (CIAW);

**WHEREAS**, VIP Insurance Agency has a local presence and is well suited to provide agent services for the city's participation in the CIAW pool.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council the Professional Services Agreement between the City of Omak and VIP Insurance Agencies, a copy of which is attached hereto as exhibit "A", is approved. The Mayor is authorized to execute this agreement.

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

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





# INSURANCE AGENCIES

Auto ▪ Home ▪ Business ▪ Farm ▪ Crop ▪ Life

November 06, 2023

City of Omak  
Attn: Todd McDaniel  
PO Box 72  
Omak, WA 98841

RE: Company: **Clear Risk Solutions** Policy Number: **CIAW2223-3790**

Dear Todd, Mayor Gagne and City Council members,

I have had some discussions with Todd regarding the City possibly using our agency to service your insurance on a local level. He requested I provide a copy of the service contract we use in respects to the service fee that is charged separately from the CIAW premiums. The CIAW pool doesn't pay service agents commissions, therefore the service fee is negotiated between the CIAW member and the service agency.

As mentioned to him; most of the accounts I service are paying a percentage based on between 3% and 5% of the actual renewal premium. Attached is a copy of the service fee contract with the figure included based 3.5% of your current CIAW premiums for the term which is about to expire. I am however expecting the rate for the CIAW program to increase at this upcoming renewal which I estimate to be 15% or higher based on trends I have seen with other pools that I'm working with that are serviced by Clear Risk Solutions. Based on that the service fee would stay the same at 3.5% but would need to be adjusted on the actual premium for the 12/01/23 renewal that hasn't been released yet. During the course of the policy term our office doesn't charge any additional fees if your premium increases. The service agent compensation disclosure form is required by the Insurance Commissioner's office when fees are charged on top of premiums already paid by policy holders.

The service fee isn't a part of your aviation policy as that company does pay the agents a commission.

I look forward to potentially working for the City; let me know if you have any questions.

Sincerely,

**Professional Services Contract  
&  
Risk Management Service for Cities**

The City of Omak, Okanogan, Washington (hereinafter referred as City) and VIP Insurance Agency, Okanogan, Washington (hereinafter referred to as Service Agent) enter into a Professional Services Contract for Risk Management Services. The contract shall commence October (date), 2023. The term of the contract will be for one year with automatic renewals until canceled. The contract may be cancelled by either party by giving written notice to the other party no later than 60 days prior to the annual renewal date.

As consideration for the services rendered by the Service Agent, the City agrees to pay an annual fee of \$12,075. Fee to be adjusted annually on a negotiated basis. The fee is payable within 30 days of the delivery of the commercial insurance package continuation notice unless amended in writing.

As consideration for the annual fee paid by the City, the Service Agent agrees to provide services including by not limited to the following:

- 1) Completion of applications and other risk management requests to the Cities Insurance Association of Washington (CIAW).
- 2) Assist with handling of claims, including the obtaining of information, Reporting to CIAW, review of loss control measures and follow-up of the Deposition of each claim
- 3) Assistance with property valuation, updating of vehicle, equipment and property schedules, to assure items are properly added or deleted to meet necessary co-insurance requirements
- 4) Assist with the analysis of interpretation of insurance policies issued by CIAW or other insurance company contracts

- 5) Represent the interest of City at various CIAW meetings. Advise the City on the status of CIAW programs and policies
- 6) Assist with CIAW risk management programs as required
- 7) Provide any necessary insurance coverage not included in the CIAW program once such coverage is determined.
- 8) Continue to review the package and pricing of CIAW programs to those Offered by other insurance companies in the marketplace. As needed, Solicit alternative quotes and programs independent of CIAW
- 9) Review contacts and lease agreement regarding insurance requirements. Review current and proposed risk sharing and/or insurance contracts
- 10) To provide any other insurance and risk management services requested by the City.

Signed and agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
City

\_\_\_\_\_  
Service Agent

**COMPENSATION DISCLOSURE FORM**

This form is for use if the compensation received by an insurance producer who is dealing directly with the insured includes a fee. Separate disclosure forms should be used for each policy.

AGENCY/PRODUCER: VIP Agency Group  
INSURED/CLIENT: City of OMAHA  
POLICY NUMBER: CLAW 23/24

Complete this section if the Licensed Producer's compensation is FROM CHARGING OF A FEE to the prospective client AND RECEIVING A COMMISSION from the insurance company:

A FEE IN THE AMOUNT OF \$ 12,075<sup>00</sup> HAS BEEN CHARGED.

COMMISSION IN THE AMOUNT OF \$ 0 HAS BEEN/WILL BE RECEIVED FROM:  
CLAW (INSURER)

INSURED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRODUCER SIGNATURE:  DATE: \_\_\_\_\_





# AGENT/BROKER OF RECORD CHANGE

DATE (MM/DD/YYYY)  
10/06/2023

NEW AGENCY	PHONE (A/C, No, Ext): 509-826-1156 FAX (A/C, No): 509-826-2770 The VIP Agency Group LLC PO Box 1669 Omak, WA 98841	INSURANCE COMPANY NAME C Don Filer Agency 4201 Roosevelt Way NE Seattle, WA 98105-6608	
E-MAIL ADDRESS: wilsonw@vipagencygroup.com			
CODE:	SUBCODE:	CURRENT AGENCY	CURRENT PRODUCER
AGENCY CUSTOMER ID: 00040860			

NAMED INSURED (AS IT APPEARS ON POLICY)	POLICY NUMBER(S)	EFFECTIVE DATE	EXPIRATION DATE	LINE OF BUSINESS
Todd McDaniel	PR00244616	05/18/2023	05/18/2-24	Aviation Liability

Please be advised that we wish to name The VIP Agency Group LLC  
PRODUCER

  as our exclusive representative effective    
CODE # DATE

for the lines of business shown above, currently in force or submitted  
by application.

This authorization replaces any other authorization that may have been  
previously completed for any other insurance representative for the  
stated lines of business.

\_\_\_\_\_  
INSURED'S SIGNATURE 10/06/2023  
DATE

\_\_\_\_\_  
TITLE (IF APPLICABLE)

\_\_\_\_\_  
COMPANY NAME (IF APPLICABLE)

\_\_\_\_\_  
PO Box 72  
STREET ADDRESS OF INSURED

\_\_\_\_\_  
Omak WA 98841  
CITY OF INSURED STATE OF INSURED ZIP CODE OF INSURED



# AGENT/BROKER OF RECORD CHANGE

DATE (MM/DD/YYYY)  
10/06/2023

NEW AGENCY	PHONE (A/C, No, Ext): 509-826-1156 FAX (A/C, No): 509-826-2770 The VIP Agency Group LLC PO Box 1669 Omak, WA 98841 E-MAIL ADDRESS: wilsonw@vipagencygroup.com CODE: SUBCODE: AGENCY CUSTOMER ID: 00040860	INSURANCE COMPANY NAME Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823 CURRENT AGENCY CURRENT PRODUCER
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NAMED INSURED (AS IT APPEARS ON POLICY)	POLICY NUMBER(S)	EFFECTIVE DATE	EXPIRATION DATE	LINE OF BUSINESS
Todd McDaniel	CIAW2223-3790	12/01/2022	12/01/2023	commercial package

Please be advised that we wish to name The VIP Agency Group LLC  
PRODUCER

  as our exclusive representative effective    
CODE # DATE  
for the lines of business shown above, currently in force or submitted  
by application.

This authorization replaces any other authorization that may have been  
previously completed for any other insurance representative for the  
stated lines of business.

  10/06/2023  
INSURED'S SIGNATURE DATE  
   
TITLE (IF APPLICABLE)  
   
COMPANY NAME (IF APPLICABLE)  
PO Box 72  
STREET ADDRESS OF INSURED  
Omak WA 98841  
CITY OF INSURED STATE OF INSURED ZIP CODE OF INSURED

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: November 20, 2023

Subject: Resolution 88-2023 Merchant Service Airport Fuel

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The attached Resolution -No. 88-2023 Approving a Merchant Agreement with Kropp Holdings Inc, for Processing Credit Cards at the Omak Airport, is forwarded for your consideration.

The Airport uses Kropp Holdings to clear certain government credit cards. Specifically in our area we see the AVCARD. Kropp Holding is expanding the acceptance of other company cards that they issue, and they are requesting an update to our 2013 agreement.

The agreement is materially the same, with an increase in processing fees from 3.25% to 3.50%. The ability for us to accept additional Kropp issued cards will help us during fire season when we have an influx of contracted and government operations that are based outside of our State.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 88-2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK FOR A  
MERCHANT AGREEMENT WITH KROPP HOLDINGS INC., FOR PROCESSING  
CREDIT CARDS AT THE OMAK MUNICIPAL AIRPORT**

**WHEREAS**, the city entered into an agreement with Kropp Holdings Incorporated, to provide merchant service for the sale of aviation fuel at the Omak Airport with resolution 31-2013; and

**WHEREAS**, Kropp Holdings requires an updated agreement for the continued use of their services.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that the Merchant Agreement for processing payment of certain fuel credit card purchases at the Omak Municipal Airport, attached hereto as "Exhibit A", between the **CITY OF OMAK**, a municipal corporation and **KROPP HOLDINGS INC.** is hereby approved. The Mayor is authorized to execute the same for and on behalf of the **CITY**.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





**Aviation Network**  
Powered by **KHI Inc**

## Merchant Benefits

The TreviPay Aviation Network, powered by KHI, provides the premier private-label aviation industry card payment solution to help your business grow. Creating a global network and strong merchant relationships, KHI has more than 30 years of payment card processing and aviation industry experience, including 20 years of providing fuel payment solutions for the U.S. government.

Together, TreviPay and KHI are the experts in providing tailored payments and invoicing solutions for FBOs and trip support companies. Global acceptance helps to drive new customers and business to your location as flight crews and their flight operations departments increasingly seek out participating KHI merchant locations at which their card is accepted.



### ● A different card experience from AIR Card®

KHI is well known for its support of the U.S. Government's AIR Card® program. However, KHI began as a commercial aviation card company supporting all aviation related products and services. KHI's transaction processing experience for civilian general aviation transactions is handled with the same level of processing expertise but without the rules and restrictions required for processing Government aviation transactions.

### ● Convenient one card acceptance for all KHI cards

Any card issued by KHI can be easily recognized by the familiar KHI symbol/bug on the bottom right of the card. If you support the AIR Card®, you can accept any KHI-issued card. Please contact the KHI Support team via email at [info@khinc.com](mailto:info@khinc.com) or by calling +1-877-681-5151 to ensure you are ready to accept general aviation cards and payment.

### ● Products and services

General aviation KHI cards are accepted for any product or service the crew requires for the safe operation of the aircraft. Any product your POS (Point-Of-Sale) supports today is supported by the TreviPay Aviation Network. KHI has direct API (Application Program Interfaces) and file transfer gateway acceptance, which can simplify your invoicing process.

### ● Guaranteed Reimbursement

Merchants submitting invoices to KHI are guaranteed payment on their selected reimbursement period of either 3-Day, 1-Week, 2-Week, or 4-Week pay. Transactions submitted via an electronically integrated POS help increase transaction details visibility and mitigate transaction disputes.



## ●● Fees

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KHI does not charge a subscription fee for merchants to be part of the network. KHI's closed-loop card solution fees are easier to understand and typically lower than a traditional open-loop bank card. All fees are noted clearly on KHI's Merchant Agreement and based upon the reimbursement payment period selected. There are no additional, hidden or supplemental fees.

## ●● Free Hardware

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KHI will supply a USB Card Swiper to merchant locations in need to accept KHI Cards. The USB Card Swiper is plug-n-play for use with avPOS. Contact KHI Support and we will ship one directly to you.

## ●● Free POS Software

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KHI offers merchants access to avPOS, an online POS portal at no charge for our participating merchants. avPOS is a simple aviation POS system that allows merchants to send transactions electronically to KHI for processing.

## ●● Training

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KHI has a dedicated trainer to help our FBO Network ensure successful card acceptance. KHI will help make this as easy as possible and reduce the overhead costs of accepting a new card.

If your location is new to the KHI network, complete and submit your KHI Merchant Agreement online or please contact the KHI Support team via email to [info@khinc.com](mailto:info@khinc.com) or by calling +1-877-681-5151 to answer any questions and ensure you are ready to accept general aviation cards and payment.



### About TreviPay

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At TreviPay, loyalty begins at the payment™. It processes \$7 billion in transaction volume annually as it builds a global B2B payments and invoicing networks across industries, including manufacturing, retail, transportation and aviation to manage invoicing, collections, risk and accounts receivable management.



### About KHI

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KHI has built one of the largest private aviation merchant networks in the world that provides global customers with expert service for fuel and ground handling procurement at over 7,000 ICAO locations in 220 countries. It is this rich network of partners that TreviPay utilizes for the TreviPay Aviation Network solution.





## MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT, made and entered into as of the \_\_\_\_\_ day of 20\_\_\_\_ (AGREEMENT) by and between \_\_\_\_\_ (MERCHANT) located in the state of \_\_\_\_\_ and Kropp Holdings, Inc., a Maryland corporation with an office at 6450 Sprint Parkway, Overland Park, KS 66251 and affiliates (PROCESSOR). In this agreement, KHI Card will refer to any card issued, managed, or operated by KHI and affiliates including but not limited to card BIN ranges beginning 789682 and 782506.

### A. MERCHANT AGREES:

1. To honor each valid KHI Card when presented by a holder thereof for the purchase of aviation related products and services (Merchandise).
2. To follow all procedures and purchase policies applicable to the purchase of Merchandise using an KHI Card, including but not limited to those relating to invoicing and transaction authorization.
3. To send PROCESSOR, at least weekly, the MERCHANT's Invoices representing all purchases made with the KHI Card.
4. To pay PROCESSOR the Service Fee in accordance with the Payment Option as selected in writing by MERCHANT. MERCHANT authorizes PROCESSOR to deduct and retain for its own account from each payment due to MERCHANT under the acceptable Payment Option the Service Fee arrived at by multiplying the percentage amounts corresponding to the Payment Option selected by MERCHANT times the total amount of each Invoice included in the PROCESSOR payment to MERCHANT.
5. If MERCHANT fails to properly authorize any KHI Card transaction, and such transaction is not an authorized transaction, MERCHANT shall not be entitled to payment for and PROCESSOR shall not be required to pay MERCHANT for such transaction.
6. Amounts representing Merchandise purchases not made in accordance with the KHI Card Operating Procedures will be rejected by PROCESSOR. If a transaction is paid and billed to a KHI Card holder, who subsequently rejects the transaction, this amount will be deducted from the next regular payment due to the MERCHANT.
7. PROCESSOR PAYMENT OPTION. MERCHANT hereby elects the Payment Option and corresponding PROCESSOR Service Fee percentage as follows: (Please check preferred Payment Option)

Payment Option	PROCESSOR will electronically send payment based on the schedule below equal to the net invoice amount for all invoices	Service Fee Percentage
A <input type="checkbox"/>	Four Week Pay – Payment will be sent approximately 20 - 21 business days after KHI invoice Processing Date	2.500% **
B <input type="checkbox"/>	Two Week Pay – Payment will be sent approximately 10 - 11 business days after KHI invoice Processing Date	3.000% **
C <input checked="" type="checkbox"/>	One Week Pay – Payment will be sent approximately 5 - 6 business days after KHI invoice Processing Date	3.500% **
D <input type="checkbox"/>	Three Day Pay – Payment will be sent approximately 3 - 4 business days after KHI invoice Processing Date	3.965% **

PROCESSOR offers various Electronic invoice submission options at NO ADDITIONAL Fee to the MERCHANT. Benefits include secure, Level III authorization along with a reduction in processing errors and faster MERCHANT payments. Options include: Web-based and Mobile-based POS (Point of Sale) applications.

MERCHANT submitting any invoice via Manual methods, which include the following: 1) Mail 2) Courier 3) Fax or 4) Email will be subject to a .5% increase in merchant selected payment option processing fees.

Processing fees are adjusted based on the payment option selected in the above table.

The above selected Payment Option and corresponding Service Fee Percentages shall remain in effect until the date that PROCESSOR receives and accepts the MERCHANTS's signed written instrument selecting a new Payment Option and corresponding Service Fee percentages being effective for all PROCESSOR payments made to the MERCHANT on and after such date of receipt and acceptance.

### B. AIR Card Program Specific Information:

1. To honor each valid AIR Card® when presented by a holder thereof for the purchase of aviation related products and services (Merchandise).
2. To follow all procedures and purchase policies applicable to the purchase of Merchandise using an AIR Card®, including but not limited to those relating to invoicing and transaction authorization. Expectations of authorization, invoicing, and operating expectations apply to all KHI Cards.





3. To send PROCESSOR, at least weekly, the MERCHANT's Invoices representing all purchases made with the AIR Card®.
4. To pay PROCESSOR the Service Fee in accordance with the Payment Option as selected in writing by MERCHANT. MERCHANT authorizes PROCESSOR to deduct and retain for its own account from each payment due to MERCHANT under the acceptable Payment Option the Service Fee arrived at by multiplying the percentage amounts corresponding to the Payment Option selected by MERCHANT times the total amount of each Invoice included in the PROCESSOR payment to MERCHANT.
5. If MERCHANT fails to properly authorize any AIR Card® transaction, and such transaction is not an authorized transaction, MERCHANT shall not be entitled to payment for and PROCESSOR shall not be required to pay MERCHANT for such transaction.
6. Amounts representing Merchandise purchases not made in accordance with the AIR Card® Operating Procedures will be rejected by PROCESSOR. If a transaction is paid and billed to DLA Customer, who subsequently rejects the transaction, this amount will be deducted from the next regular payment due to the MERCHANT.
7. PROCESSOR PAYMENT OPTION. MERCHANT hereby elects the Payment Option and corresponding PROCESSOR Service Fee percentage as follows: (Please circle preferred Payment Option)

PROCESSOR offers various Electronic invoice submission options at NO ADDITIONAL Fee to the MERCHANT. Benefits include secure, Level III authorization along with a reduction in processing errors and faster MERCHANT payments. Options include: Web-based and Mobile-based POS (Point of Sale) applications. \*\* Note: KHI will apply .5% processing fee increase (per transaction) to MERCHANT for any invoice submitted via Manual methods, which include the following: 1) Mail 2) Courier 3) Fax or 4) Email. In order to allow MERCHANT a reasonable time to adopt electronic invoice submission methods, PROCESSOR will not apply the manual invoice fee until six months after the date MERCHANT executes this Merchant Agreement.

The above selected Payment Option and corresponding Service Fee Percentages shall remain in effect until the date that PROCESSOR receives and accepts the MERCHANTS's signed written instrument selecting a new Payment Option and corresponding Service Fee percentages being effective for all PROCESSOR payments made to the MERCHANT on and after such date of receipt and acceptance.

The AIR Card Program is time prescriptive to the contract award timelines. This program will be supported during the awarded time periods and not past. Notice will be sent to all merchants regarding the contract timelines as they pertain to this agreement.

**C. PROCESSOR AGREES TO:**

1. Make payments to the MERCHANT in accordance with Payment Option selected by MERCHANT less the amounts due PROCESSOR per Payment Option.
2. Provide MERCHANT operating guidance, which outlines procedures and purchase policies, authorized products/services, invoice and payment information and any other written materials which PROCESSOR determines that the MERCHANT will require to fulfill MERCHANT's obligations under this agreement. The KHI Card Acceptance & Operating Procedures shall be provided to MERCHANT by PROCESSOR.
3. Keep confidential all proprietary or confidential information or data of MERCHANT received from MERCHANT or otherwise obtained by PROCESSOR in the course of performing this Agreement. Such information or data shall be used by PROCESSOR solely for the purpose of performing its obligations under this Agreement or in the course of fulfilling its obligations as PROCESSOR for the KHI Card. PROCESSOR shall not disclose such information to any third party, except for an affiliate of PROCESSOR or other third party accepting an assignment of some or all of the rights or obligations of PROCESSOR under this Agreement and subject to the terms hereof.

This agreement: (i) is strictly between the PROCESSOR and MERCHANT; (ii) may be terminated at any time by either PROCESSOR or MERCHANT upon written notice to the other party; (iii) shall be automatically terminated upon change in control, ownership or management of MERCHANT; (iv) may not be assigned by MERCHANT without the written consent of PROCESSOR, (v) may be updated at any time by the PROCESSOR, (vi) may be assigned, in whole or in part, by PROCESSOR to any affiliate of PROCESSOR or a third party, and (vii) shall be governed and construed in accordance with the laws of the State of Kansas and subject to the jurisdiction of the courts of the State of Kansas situated in Johnson County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_(MERCHANT)

\_\_\_\_\_(PRINTED NAME)

\_\_\_\_\_(SIGNATURE)

\_\_\_\_\_(TITLE)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Kropp Holdings Inc. (PROCESSOR)

\_\_\_\_\_(PRINTED NAME)

\_\_\_\_\_(SIGNATURE)

\_\_\_\_\_(TITLE)

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: November 20, 2023

Subject: Resolution 89-2023 Library Maintenance agreement

---

The attached Resolution No. 89-2023 Approving Renewal of The Building Use and Maintenance Agreement With North Central Regional Library District For Maintenance and Operations of The Omak Public Library, is forwarded for your consideration.

This is a 6-year renewal to the maintenance agreement between the city and NCW Library. The current agreement that was entered into in 2014 is set to expire at the end of the year.

The rate for this agreement starts out at \$4/sq ft and is increased \$0.25 in year 2027 for the duration of the agreement. The area of the building was reviewed and increased from 4825 sq ft to 5279 sq ft.

Public Works Director Beetchenow and I met with Librarian Alyssa Cruz-Urbe and reviewed the agreement at the local level and find it to be satisfactory. The City attorney has had review.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 89-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING RENEWAL OF  
THE BUILDING USE AND MAINTENANCE AGREEMENT WITH THE NORTH  
CENTRAL REGIONAL LIBRARY DISTRICT FOR MAINTENANCE AND  
OPERATION OF THE OMAK PUBLIC LIBRARY**

**WHEREAS**, the City has a long running agreement with the North Central Regional Library District (NCRL) to provide a space for them to operate a public library serving residents of Omak and the surrounding area; and,

**WHEREAS**, the Agreement provides and specifies that the NCRL will make bi-annual payments to the City to cover the cost of janitorial services and building maintenance; and,

**WHEREAS**, the NCRL wishes to renew and extend the Building Use and Maintenance Agreement from its current expiration date of 12-31-2023 for an additional 6 years to a new expiration date of 12-31-2029; and

**WHEREAS**, the proposed agreement provides for an increase in the amount of this support from \$3.75 to \$4.00 per square foot beginning in 2024, and also provides for increases of \$0.25 per square foot in three years through the end of the proposed agreement in 2024; and

**WHEREAS**, the area reimbursable Square footage has been increased from 4825 square foot to 5279 square foot to reflect current use; and

**WHEREAS**, all other provisions of the current agreement remain unchanged.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Omak hereby approves renewal of the **Building Use and Maintenance Agreement** with the North Central Regional Library District, a copy of which is attached hereto as Exhibit "A", and the Mayor is authorized to execute and the 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

## **BUILDING USE AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of January 2024 between North Central Washington Libraries, an intercounty rural library district (hereinafter referred to as “NCW Libraries”) and Omak, Washington, a Washington municipal corporation (hereinafter referred to as the “Building Provider”).

### **I. RECITALS**

WHEREAS, the community of Omak is located within NCW Libraries’ service area on unincorporated land, is annexed into the district, or is under an active contract with the library district for service; and

WHEREAS, it is the desire of the Building Provider that library services be available in the community through a branch library facility (“Library Quarters”); and

WHEREAS, the Building Provider is the owner or lessee of certain real property in Omak and desires to make the property available to NCW Libraries for the purpose of providing library service within the jurisdiction; and

WHEREAS, the Building Provider is also willing to provide such janitorial services, maintenance, and repair to said property as will be reasonably necessary for its continuing operation as a branch library; and

WHEREAS, both parties agree that NCW Libraries is not responsible for paying rent or other charges for use of the property; and

WHEREAS, NCW Libraries recognizes that the use of the Library Quarters by county residents living outside the Building Provider’s immediate jurisdiction may create additional janitorial expenses for the Building Provider; and

WHEREAS, NCW Libraries will agree to partially compensate the Building Provider for janitorial services rendered to the property; and

WHEREAS, the day-to-day management and operation of library services is the responsibility of NCW Libraries’ Executive Director or their designee, and will be subject to the policies and procedures of NCW Libraries;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:



## II. AGREEMENT

- 1) Purpose. NCW Libraries (formerly North Central Regional Library District) was formed pursuant to Chapter 27.12 RCW, as an Intercounty Rural Library District in 1961 to serve Chelan, Douglas, Ferry, Grant, and Okanogan Counties. Beginning in 1982, incorporated cities and towns were given the opportunity to annex into NCW Libraries or contract with NCW Libraries for library services within their jurisdictions. The resulting “Building Use and Maintenance Agreements” (“Maintenance Agreement”) outlined each party’s role in the provision of library service to these jurisdictions. Under the Maintenance Agreement, NCW Libraries has maintained responsibility for providing staffing, materials, programming, and related items that make a space a “library.” Likewise, the Building Provider has been responsible for providing NCW Libraries with use of a building, or space within a building, that is suitable for use as a branch library in the respective jurisdiction. This agreement outlines the respective responsibilities of each party and the terms for NCW Libraries partial reimbursement of Library Quarter expenses incurred by the Building Provider.
  
- 2) Designation and Use of Library Quarters. The Building Provider is the owner, lessee, or otherwise has legal authority to provide certain real property located at 30 South Ash, Omak, WA (“Property”). The Building Provider shall provide, during the term of this Agreement, a building or space within a building at the Property suitable for use by NCW Libraries as a branch library (“Library Quarters”), and shall maintain such Library Quarters in good repair and maintenance for library purposes in compliance with NCW Libraries’ Siting, Relocation, and Acquisition Guidelines (as existing or amended) for the type of building, and as specifically set forth in Exhibit A attached to this Agreement and incorporated herein as if set forth in full. Such use shall be provided in consideration for NCW Libraries’ staffing and operating a branch library facility within the Library Quarters, and with the exception of payment by NCW Libraries as provided for in this Agreement, shall be available to NCW Libraries free of rent or other charges. The Building Provider acknowledges that NCW Libraries is not obligated to provide a building, space in a building, or utilities and maintenance for any building from which library services are provided except as in accordance with this Agreement.
  
- 3) Size of Library Quarters. As of the date of execution of this Agreement, the parties specify that the Library Quarters consist of 5279 square feet, including the entirety of the interior spaces of

the property. The parties may mutually agree, in writing, to a subsequent change, alteration, or modification of the size of the Library Quarters, which new resulting square footage shall be used as the basis for payment by NCW Libraries pursuant to Section 8 of this Agreement.

4) Maintenance and Operations.

- A. NCW Libraries will make a good faith effort to provide reasonable oversight and mitigation efforts to aid the Building Provider in fulfilling their obligations for maintenance and operation services as set forth herewith. NCW Libraries will provide security oversight in the regular course of operations and will provide timely report to the Building Provider of any concerns or ongoing issues.
- B. NCW Libraries shall be responsible for all costs associated with providing the following maintenance and operations for the Library Quarters:
  - I. Management, supervision, and hiring of all NCW Libraries personnel
  - II. Furniture, shelving, materials, equipment, technology, and other supplies necessary for the operation of a branch library
  - III. Exterior book drops
  - IV. Exterior signage
  - V. Any necessary modifications or changes to ensure security, including door hardware and camera systems
  - VI. Telephone and Internet service
- C. The Building Provider shall be responsible for all costs associated with providing the following maintenance and operations services for the Library Quarters:
  - i. All designated parking areas, sidewalks, driveways, fences, and storm drains
  - ii. Utility services and meters including natural gas, electricity, water, sewer, refuse collection, and recycling service where available
  - iii. Fire detection including smoke and carbon monoxide detectors, fire extinguishers, and fire suppression systems where installed
  - iv. Landscaping, including but not limited to lawn care and all snow removal that ensures access to the Library Quarters
  - v. Repairs and maintenance to the building envelope including but not limited to the roof, doors, windows, exterior cladding, and waterproofing
  - vi. All plumbing systems, including but not limited to interior drains, valves, faucets, water heaters, and flush meters

- vii. Repairs and maintenance to the heating and cooling equipment
  - viii. Janitorial and maintenance services to keep the Library Quarters in neat and clean condition as further defined in Exhibit B to this Agreement
  - ix. Abatement or prevention of conditions causing unpleasant odors (i.e., mold, sewage), or airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to, exposed asbestos, lead, and mold.
  - x. Control and prevention of pest infestations including, but not limited to, rodents or insects.
- 5) Furnishings and Equipment. The Library Quarters and all furnishings, fixtures, and equipment provided by the Building Provider shall remain the property of the Building Provider, subject only to NCW Libraries' right of use during the term of this Agreement. NCW Libraries may also provide furnishings, fixtures, and equipment within and to facilitate use of the Library Quarters, which furnishings and equipment will remain the property of NCW Libraries.
- 6) Internet and Telephone Service. NCW Libraries, at its sole expense, shall provide telephone service and 24/7 internet service to the Library Quarters using wi-fi and wired ethernet connections. NCW Libraries shall be responsible for the installation of internet service, telephone service, and wireless networking at or serving the Library Quarters. NCW Libraries will utilize Internet Service Providers of their choosing and will determine the range and quality of said service. Thereafter, NCW Libraries shall be responsible for all coordination and costs of internet and telephone repair and maintenance and all ongoing costs for providing internet and telephone services including, but not limited to, monthly internet and telephone usage fees.
- 7) Communication between Parties. Except in the case of an emergency requiring immediate action by the Building Provider, the Parties agree to communicate in advance to coordinate planned maintenance or improvement projects that may impact public access and/or use of the Library Quarters.

- 8) Partial Compensation of Building Provider Expenses. NCW Libraries will pay the Building Provider, as partial compensation for janitorial expenses provided to the Library Quarters each year, per the table below:

January 1, 2024, through December 31, 2026	\$4.00 per Square Foot
January 1, 2027 through December 31, 2029	\$4.25 per Square Foot

- 9) Compensation Schedule. NCW Libraries shall pay the Building Provider as set forth in Section 8 in two equal bi-annual payments due within 30 days following the regular June and November meetings of the NCW Libraries' Board of Trustees. NCW Libraries shall pay the (undisputed portion of the) charges and/or notify the Building Provider that a dispute exists concerning the charges within thirty (30) days of the date the bi-annual payment is due.

In the event NCW Libraries notifies the Building Provider that a dispute exists concerning any charges, authorized representatives from NCW Libraries and the Building Provider will meet in an effort to resolve the dispute. If NCW Libraries and the Building Provider are unable to resolve the dispute to both parties' satisfaction, then the Building Provider must file suit to resolve the dispute concerning the charges in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed charge must be filed by the Building Provider within one hundred twenty (120) days of the date the payment for the applicable charges is due from NCW Libraries or the Building Provider's request for payment shall be deemed waived.

The Building Provider shall not assess a late payment penalty or charge regardless of the date payment is received. In addition, interest charges shall not accrue on disputed charges.

- 10) Indemnification. The Building Provider shall defend, indemnify, and hold harmless NCW Libraries, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Building Provider's maintenance and use of Library Quarters, or from the conduct of Building Provider's business, or from any activity, work

or thing done, permitted, or suffered by Building Provider in or about the Library Quarters, except only such injury or damage as shall have been occasioned by the sole negligence of NCW Libraries. The Building Owner expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the Building Provider and includes any judgment, award or costs thereof, including attorney's fees. The Building Provider's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Building Provider and NCW Libraries shall apply only to the extent of the negligence or willful misconduct of the Building Provider.

NCW Libraries shall defend, indemnify, and hold harmless the Building Provider, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of NCW Libraries' use of the Library Quarters, or from the conduct of NCW Libraries' business, or from any activity, work or thing done, permitted, or suffered by NCW Libraries in or about the Library Quarters, except only such injury or damage as shall have been occasioned by the sole negligence of the Building Provider. NCW Libraries expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agree that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of NCW Libraries and includes any judgment, award or costs thereof, including attorney's fees. NCW Libraries' obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of NCW Libraries and the Building Provider shall apply only to the extent of the negligence or willful misconduct of NCW Libraries.

- 12) Term. Unless earlier terminated as set forth herein, this Agreement shall be effective January 1, 2024, and shall remain in force and effect until December 31, 2029. Upon expiration of the original term, unless a party has given notice of intent not to renew (by October 1) or the Building Provider is in default under this Agreement, this Agreement shall be renewed and extended on a year-to-year basis after December 31, 2029.
- 13) Termination. This Agreement shall terminate upon the earlier of the following: (i) upon the expiration of the Term, including any renewal Term; (ii) upon thirty (30) days advance written notice given by one party to the other “for cause” stemming from breach of the Agreement; (iii) at the end of any calendar year during the original term or any annual renewal term by written notice of termination delivered to the other party by October 1 of such year; or (iv) upon mutual agreement of the parties. If a notice of termination is provided by NCW Libraries prior to expiration of the Term (including any renewal Term), the Building Provider shall be paid for all services rendered up to the date of termination.
- 14) Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this Agreement shall not be considered a waiver of any subsequent default or matter.
- 15) Nondiscrimination. In the performance of this Agreement, the Parties shall, at all times, comply with any and all federal, state, or local laws, ordinance rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.
- 16) Notice. Notices pursuant to this Agreement shall be in writing and may be mailed or delivered. If mailed such notices shall be sent postage prepaid, by certified or registered mail. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) dates following the date of mailing. All notices shall be sent to the following addresses, unless written notice of a different address or notice is provided by a Party to the other Party:

**City of Omak**

Attn: City Clerk-Treasurer  
2 Ash St. N  
Omak, WA 98841

**NCW Libraries**

Attn: Executive Director  
16 N. Columbia Street  
Wenatchee, WA 98801

- 17) Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NCW LIBRARIES

By: \_\_\_\_\_  
Board of Trustees Chair

Attested By:

\_\_\_\_\_  
Secretary

CITY OF OMAK, WASHINGTON

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

Attested By:

\_\_\_\_\_  
Clerk



## EXHIBIT A

### Guidelines for Library Facility Siting, Relocation, or Acquisition

NCW Libraries has established the following guidelines to be considered in siting library facilities.

NCW Libraries recognizes that buildings and spaces under current occupancy may not meet all the established or desired minimum requirements as set forth in these guidelines. Building Owners are not expected to make immediate upgrades to reach compliance with minimum requirements. However, NCW Libraries does expect Building Owners to align with these requirements when they perform system and building upgrades, and to be capable of meeting the requirements if or when the library is relocated into a new space. Site selection should always consider the current long-range facility plan.

#### Legal Considerations:

- In accordance with 27.12 RCW, NCW Libraries policy will prevail in all matters related to NCW Libraries facilities.
- No easements or other legal considerations that would unduly restrict use of the property or impose financial or other liability on NCW Libraries.
- Zoning requirements for library use can be achieved within a reasonable time period.
- Existing buildings should be capable of passing a structural assessment for use as a public library.

#### Site Selection:

- Define **need** for services based on distance from other locations, demographics of local area, and other relevant criteria.
- Establish **demand** for services through metrics including but not limited to number of active library cards, percentage of users versus non-users, and other output measures.
- Determine the **service level needed** including self-serve, remote or full service, open hours, and staffing capacity.
- Establish **financial value** of site based on costs and availability of space, opportunity for donated land or buildings, available capital funding and other factors.
- Determine **equity of site** for underserved populations, including identifying who is served, accessibility of location, and how access to library resources impacts the community.

#### Site Capacity, Layout, and Infrastructure:

- Clear, legally compliant means of ingress/egress.
- Adequate parking or transit access onsite or nearby to support anticipated regular level of patron usage.
- Free and clear access for emergency vehicles, materials deliveries, and waste removal.
- Space to place an exterior book drop, ideally drive up, sized adequately for anticipated branch usage.
- Entryways that comply with applicable ADA requirements for the age of structure.

**Visibility and Neighborhood Suitability:**

- Facility should be compatible in appearance with the neighborhood and its surroundings.
- Site should be easily visible from the street.
- Placement of the library on the site should have minimal adverse environmental impact and fit with the historical context of the neighborhood.

**Building Structure/Layout**

- Building Envelope/Thermal/Acoustical
  - a. No active water leaks or visible signs of mold or mildew resulting from previous water intrusion.
  - b. Secure, weather sealed, and lockable windows and doors. Energy efficient windows are encouraged.
  - c. Cladding and waterproofing materials free from damage and in good working order.
- Systems
  - d. Mechanical
    - i. Functional heating and cooling system compliant with local codes (based on age of building) and sized adequately for occupancy and includes mechanical ventilation.
    - ii. Exhaust fans in all public restrooms that meet local codes.
  - e. Electrical
    - i. Electrical service that meets local codes and is adequate for occupancy type based on age of building.
    - ii. Adequate interior lighting in good repair and maintenance. Ballasts, lamps, and fixtures replaced as needed.
    - iii. Adequate exterior lighting for safety.
  - f. Low Voltage/Internet Service
    - i. One gigabyte Fiberoptic service to building.
    - ii. Ability for NCW Libraries to provide surface mounted infrastructure for security, safety, and network systems.
    - iii. Ability for NCW Libraries to modify door hardware/frame to install card readers as needed.
  - g. Plumbing
    - i. Water service compliant with local codes and sized adequately for occupancy.
    - ii. Sewer service compliant with local codes and sized adequately for occupancy.
    - iii. Functional water heater for public restrooms.
    - iv. Restroom facilities include at minimum a toilet and sink for handwashing.
    - v. No active leaks in plumbing systems.
  - h. Fire/Life Safety
    - i. Fire detection system.
    - ii. If a fire suppression system is in place or code required (based on age of building), building owner to ensure proper function and ongoing annual certification.
    - iii. Code compliant quantity of fire extinguishers. Fire extinguishers should be wall mounted in a cabinet for staff and patron safety, for extinguishers that are

accessible to the general public. Other wall mounts are acceptable for back of house spaces like behind the service point, in a staff break room or work room, etc. Fire extinguisher annual certification by building owner.

iv. Compliant emergency exit signage.

- Indoor Air Quality
  - i. Library space should be free from airborne hazardous materials that could pose a health risk to staff or patrons including, but not limited to exposed asbestos, lead, and mold.
  - j. The space should be free from unpleasant odors at the time of library occupancy. This includes, but is not limited to must, smoke, and sewage.
  - k. No evidence of frequent or ongoing pest infestations including, but not limited to rodents or insects.
- Finishes
  - l. Wall finishes that are free from damage, neutrally colored, and cleanable.
  - m. Flooring that is free from damage, and neutrally colored.
  - n. Ceiling surfaces that are free from damage.

#### Preferred or Supplemental Features for Library Occupancy:

1. Building Structure/Layout
  - a. Space to include a moderate amount of storage in conditioned space.
  - b. Partitioned off room(s) for staff work and break space.
  - c. Interior spaces that meet or exceed applicable ADA requirements.
2. Building Envelope/Thermal/Acoustical
  - a. Double paned or better vinyl windows.
  - b. Acoustical batt insulation installed in interior partition walls, especially staff offices and restrooms.
  - c. Insulation at all exterior walls, ceilings, and floor.
3. Systems (in addition to minimum code compliance)
  - a. Mechanical
  - b. Electrical
    - i. Additional room on electrical panel for future expansion.
    - ii. T-12 or better light fixtures, preferably LED.
    - iii. Occupancy sensors installed at infrequently used spaces such as restrooms, offices, meeting spaces, and back of house spaces for energy efficiency.
    - iv. Code compliant emergency lighting.
  - c. Plumbing
    - i. Floor drains in all public restrooms to meet local codes.
    - ii. Low flow plumbing fixtures that meet current EPA standards.
  - d. Fire
    - i. Heat detectors installed in public restrooms in lieu of smoke detectors.
    - ii. A code-compliant fire suppression system.
4. Indoor Air Quality
  - a. For new construction projects and remodels, NCW Libraries prefers the use and installation of low/no-VOC products such as paint, flooring adhesives, etc.
5. Exterior

- a. Bike racks
- Hardscapes free from obvious tripping hazards.
- Landscaping regularly maintained and not overgrown during library's occupancy.
- Adequate drainage to prevent future water infiltration.
  - b.
- 6. Finishes
  - a. Walk off mat or other robust flooring solution at any building entrances.
- 7. Accessories
  - a. Public restrooms to include a baby changing station, mirror, hand dryer or paper towel dispenser, waste disposal, and toilet seat cover dispenser.

## EXHIBIT B

### Sample Janitorial Scope

Below is a sample janitorial scope by branch frequency need. Need levels have been determined based on historical materials circulation and use data as well as size of population served. Omak is in the MODERATE need level.

The scope below seeks to right-size cleaning frequency given the factors listed above and provide more consistency across the Library District. The scope listed below represents suggestions for minimum cleaning. NCW Libraries recognizes that often a branch is not opened for a full eight hours or everyday. For further definitions of "daily" and "weekly," please see definitions listed below the table.

	Frequency Need:	High	Moderate	Low
<b>A</b>	<b>Dust, wipe, spot clean to include:</b>			
1	Service points (EX: circulation desk)	Daily	Twice Weekly	Once Weekly
2	Wipe table surfaces and bases	Daily	Twice Weekly	Once Weekly
3	Chairs - including backs and seats	Daily	Twice Weekly	Once Weekly
4	Dust high use horizontal surfaces	Daily	Twice Weekly	Once Weekly
5	Interior handrails, if existing	Daily	Twice Weekly	Once Weekly
6	Clean glass at entrances, if existing	Daily	Twice Weekly	Once Weekly
7	Sanitize and wipe down drinking fountains	Daily	Twice Weekly	Once Weekly
8	Sanitize staff breakroom surfaces	Daily	Twice Weekly	Once Weekly
9	Window sills and bookshelves	Monthly	Monthly	Monthly
10	Remove cobwebs inside library	As-needed	As-needed	As-needed
11	Spot clean walls, switch plate covers, and doors	As-needed	As-needed	As-needed
<b>B</b>	<b>Bathrooms (both public and staff) to include:</b>			
1	Sanitize toilets, wash basins and countertops	Daily	Twice Weekly	Once Weekly
2	Sweep and mop floors	Daily	Twice Weekly	Once Weekly
3	Empty trash receptacles and replace liners	Daily	Twice Weekly	Once Weekly
4	Clean mirrors	Daily	Twice Weekly	Once Weekly
5	Replenish supplies	Daily	Twice Weekly	Once Weekly
6	Disinfect all high-touch areas including door handles and baby changing tables	Daily	Twice Weekly	Once Weekly
<b>C</b>	<b>Floors to include:</b>			
1	Sweep and mop all solid surface floors, including stairs	Daily	Twice Weekly	Once Weekly
2	Vacuum all carpeted floors	Daily	Twice Weekly	Once Weekly
3	Spot clean stains on carpet	As-needed	As-needed	As-needed
4	Sweep and detail stairs and treads, if existing	As-needed	As-needed	As-needed
5	Full building carpet clean (where applicable)	Twice Annually	Annually	Annually
5	Scrub solid surface floors in public area w/electric scrubber	Monthly	Quarterly	Twice Annually
<b>D</b>	<b>Waste removal to include:</b>			
1	Remove garbage from cans in public spaces and replace liners	Daily	Twice Weekly	Once Weekly
2	Remove garbage from cans in staff spaces and replace liners	Daily	Twice Weekly	Once Weekly
3	Remove recycling from public spaces and staff desks	Daily	Twice Weekly	Once Weekly

#### Definitions:

Daily: once for every 8 hours of Library open hours. (EX: if a branch is open 6 hours on Friday and 4 on Saturday, the branch should be cleaned once)  
Weekly: once per every 6 days open to the public.

High WPL, MPL

Moderate Cash, Eph, Leav, Omak, Quincy, Rep, Ton, Winthrop

Low Brew, Bpt, Che, CC, Cur, Ent, EW, Geo, GC, Man, Matt, Oka, Oro, Pat, Pesh, RC, SL, War, Wat.