
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday, January 2, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Oath of Office for Councilmembers

 Steve Clark
 Barry Freel
 Meyer Louie
 Dave Womack

2. Appointment to City of Omak Boards

a. Peg Finch – Omak Library Board

E. CONSENT AGENDA

1. Approval of Minutes from December 18, 2023

2. Approval of 2023 & 2024 Claims and December '23 Payroll

F. NEW BUSINESS

- | | |
|--|-------------------------------------|
| 1. Res. 01-2024 – City of Omak Fee Schedule for 2024 | <input checked="" type="checkbox"/> |
| 2. Res. 02-2024 – Approve Public Works Contract with Skirko | <input checked="" type="checkbox"/> |
| 3. Res. 03-2024 – Approve Purchase of a Booster Pump | <input checked="" type="checkbox"/> |
| 4. Res. 04-2024 – Approving Interlocal Agreement with Okanogan County | <input checked="" type="checkbox"/> |
| 5. Res. 05-2024 – Approving Teamsters CBA 2024-2026 | <input checked="" type="checkbox"/> |
| 6. Res. 06-2024 – Amend Contract for Judicial Services | <input checked="" type="checkbox"/> |
| 7. Ord. 1933 – 1 ST Read – Amend OMC 9.12.050 Storm Drain Utility Rates | |
| 8. Ord. 1934 – 1 st Read – Amend OMC 9.04.360 Monthly Commercial Rates | |
| 9. Ord. 1935 – Approve the Non-Union Salary Schedule for 2024 | <input checked="" type="checkbox"/> |

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Action by City Council

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Finance Department

Date: January 2, 2024

Subject: Resolution 01-2024 – Approving City of Omak Fee Schedule for 2024

The attached Resolution No. 01-2024, Setting Various Fees or Charges for Services for Fiscal Year 2024, is forwarded to you for your consideration.

This resolution repeals the 2023 City of Omak Fee Schedule and sets our service fees for the 2024 fiscal year.

Changes to the 2024 Fee Schedule appear in red. Water, Sewer, and Storm Drain rates are increased by 6% and Garbage by 3%. There are a few changes to the other city fees, and they include, after hour fueling at the airport, increase to fingerprinting and processing services and, language added for cancelation of pool rental services. In the sanitation fees, a forty-yard compactor service was added. We also removed the shower fees; polygraph examinations and Invoice Cloud rejection fee was combined with other bank fees in 2023.

I support this Resolution and urge its adoption.

RESOLUTION NO. 01-2024

**A RESOLUTION FOR THE CITY OF OMAK SETTING VARIOUS FEES
OR CHARGES FOR SERVICES FOR FISCAL YEAR 2024**

WHEREAS, the City Council of the City of Omak sets the fees for permits and/or services; and,

WHEREAS, the City Council annually reviews all fees and charges for services during the annual budget process and have reviewed the fees for fiscal year 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, do hereby adopt the City of Omak Fee Schedule for fees and/or permits, sewer, storm drain, water, and solid waste fees; attached to this Resolution as Exhibit "A":

Section 1. The City water rates, as attached to this Resolution, are effective March 16, 2024. The current water rates will remain in effect until March 15, 2024.

Section 2. The City solid waste rates, as attached to this Resolution, will be effective March 16, 2024. The current solid waste rates will remain in effect until March 15, 2024.

Section 3. The City sewer rates, as attached to this Resolution, are effective March 16, 2024. The current sewer rates will remain in effect until March 15, 2024.

Section 4. The City storm drain rates, as attached to this Resolution, are effective March 16, 2024. The current storm drain rates will remain in effect until March 15, 2024.

Section 5. All other rates, as attached to this Resolution, are effective January 1, 2024.

Section 6. The City of Omak Fee Schedule for fiscal year 2024 is attached hereto as Exhibit "A".

Section 7. Resolution No. 03-2023 is hereby repealed as of January 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, this _____ day of _____, 2024.

APPROVED:

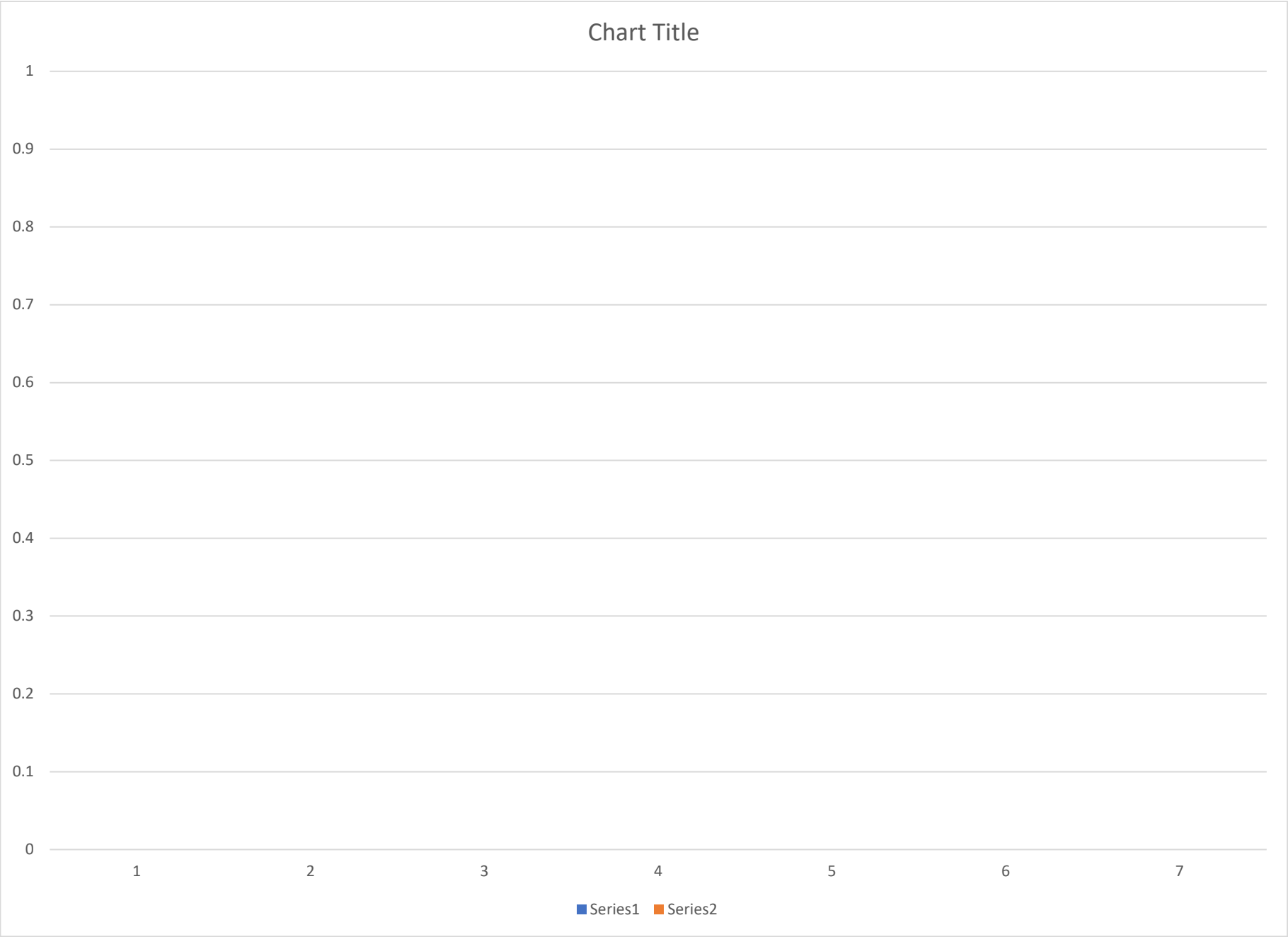
Cindy Gagné, Mayor

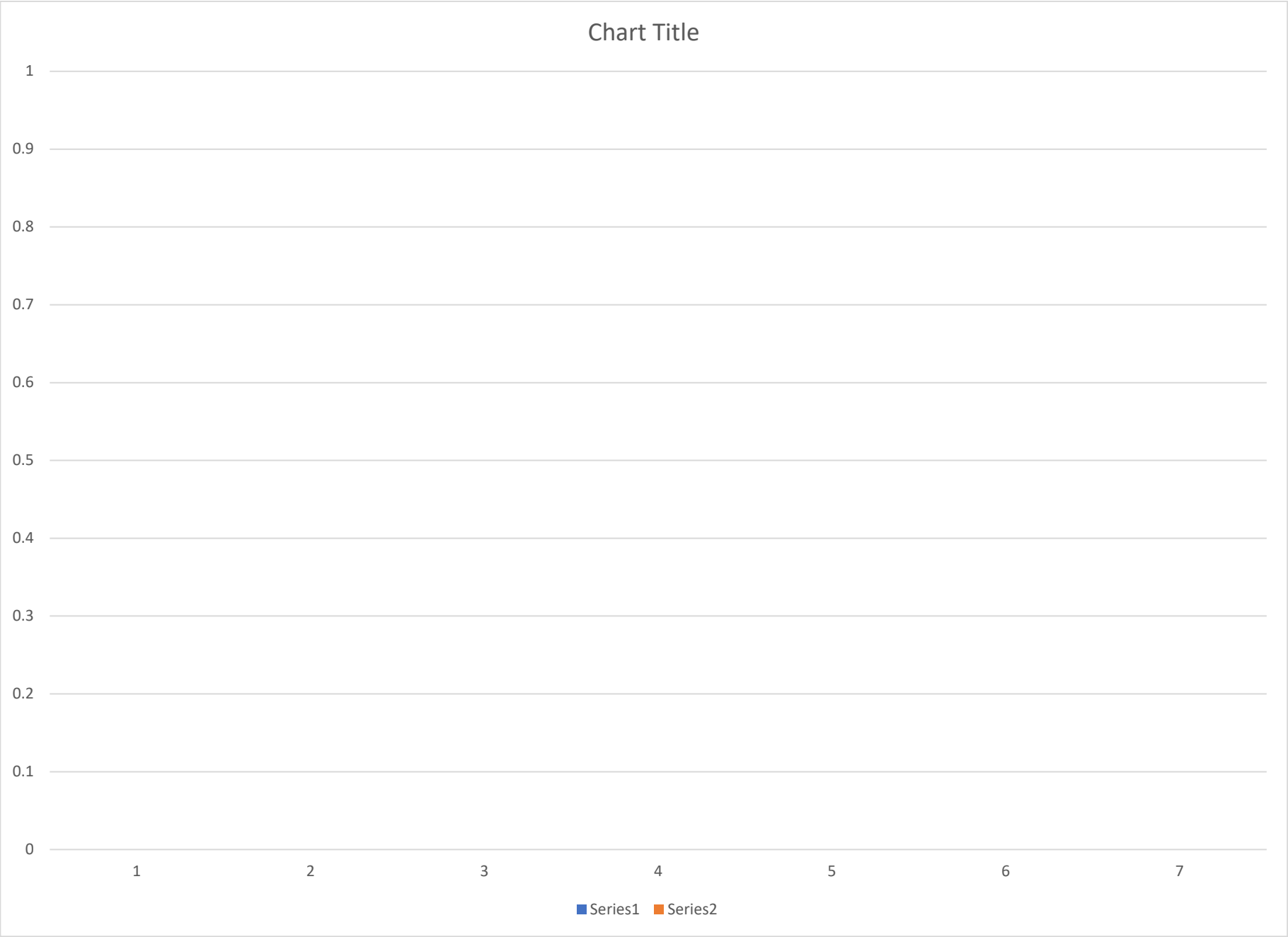
ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney





	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
4	ADULT ENTERTAINMENT BUSINESS LICENSES										
5	a) Adult Entertainment Business License Fees										
6	1) Application Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
7	2) Adult Cabaret Annual License							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
8	3) All other Annual License							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
10	AIRPORT FEES							2021	2022	2023	2024
11	a) Airport Tie Down Fees										
12	1) Non- Commercial Light Single and Twin Based Aircraft *Monthly							\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
13	2) Commercial *Weekly							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
14	3) Non-Uniform Space *Weekly (Per SQ Feet)							\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
15	<i>*Landing fees are included in the tie down rates*</i>										
16	b) Hanger Lease Rate (\$.10 per SQ Ft. Per Year Minimum of \$20.00 Per Month)										
17	1) Hanger Lease							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
18	c) Fuel										
19	1) 100LL *Whole sale price including taxes plus \$.50 Per Gallon							\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
20	2) Jet A *Whole sale price including taxes plus \$1.00 Per Gallon							\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
21	3) Fuel Flowage Fee *\$.010 charge Per Gallon							\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
22	d) Commercial Scheduled Carriers Landing Fee *Monthly										
23	1) Commercial Landing Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
24	e) After Hours Call Out to Fuel \$60/Hour - Minimum of 2 hours							\$ -	\$ -	\$ -	\$ 120.00
26	ANIMAL ABUSE FEES							2021	2022	2023	2024
27	a) Inflicts unnecessary suffering or pain upon an animal							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
28	b) Fails to provide the animal with necessary food, water, shelter, rest, sanitation, ventilation, space or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure.							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
29	c) Abandons the animal							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
31	ANIMAL FEES							2021	2022	2023	2024
32	a) Impound Fees							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
33	b) Boarding Fee Per Day							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
34	c) Redemption Fee for Animals Other than Dogs *Actual cost of Impound + \$60.00 per day							\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
35	d) Animal Licenses - Neutered Spayed							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
36	e) Animal Licenses - Unneutered Unspayed							\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
37	f) Animal Licenses - Neutered Spayed Owner 60 year of age or older							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
38	g) Dangerous Dog License							\$ -	\$ -	\$ 300.00	\$ 300.00
39	h) "Animal Fancier Permit" Non-Refundable Application Fee							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
40	i) "Animal Fancier Permit" Issuance Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
41	j) Late Animal License Fee Purchased after January 31st							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
42	k) Replacement License							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
44	ANIMAL VIOLATIONS							2021	2022	2023	2024
45	a) Failure to license animal 1st Offense							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
46	b) Failure to license animal 2nd Offense							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
47	c) Failure to license animal All Subsequent Violations							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
48	d) Misuse of License Tag							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
49	e) Animal at Large 1st Offense							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
50	f) Animal at Large 2nd Offense							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
51	g) Animal at Large All subsequent Violations							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
52	h) Dog Charging							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
53	i) Dog Chasing Vehicles							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
54	j) Animal Destroying Private Property							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
55	k) Animal Scattering Refuse							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
56	l) Animal Depositing Fecal Matter							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
57	m) Dog Biting 1st Offense							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
58	n) Dog Biting All Subsequent Violations							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
59	o) More than two dogs at residence w/out "Animal Fancier Permit" \$150.00 Per Excess Dog							\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00

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1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
60	p) More than three dogs at residence with "Animal Fancier Permit" \$150.00 Per Excess Dog							\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
61	q) More than three cats at residence (Per Cat)							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
62	r) Public Nuisance (bark/whine)							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
63	s) Allowing Vicious Dog/Animal at Large							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
65	AUDITOR FILING FEES							2021	2022	2023	2024
66	** Cost set by Okanogan County										
68	BANK FEES NSF CHECK FEES (Including Invoice Cloud Rejects)							2021	2022	2023	2024
69	** In addition, if two (2) NSF checks from the same party are received for payment of any City service within a 6 month period, the customer will not be allowed to pay for any City services by check for a period of three (3) years.							\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
71	INVOICE CLOUD E CHECK REJECTION FEE							\$ 15.00	\$ 15.00	\$ -	REMOVED
73	BICYCLE REGISTRATION ** For lifetime of bicycle										
74	** If bicycle is impounded, registration must be purchased before it is returned.							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
76	BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE							2021	2022	2023	2024
77	a) Total Valuation										
78	1) \$1.00 to \$500.00							\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
79	2) \$501.00 to \$2,000.00							\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
80	**\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00										
81	3) \$2001.00 to \$25,000.00							\$ 69.25	\$ 69.25	\$ 69.25	\$ 69.25
82	**\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00										
83	4) \$25,001.00 to \$50,000.00							\$ 391.25	\$ 391.25	\$ 391.25	\$ 391.25
84	**\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00										
85	5) \$50,001.00 to \$100,000.00							\$ 643.75	\$ 643.75	\$ 643.75	\$ 643.75
86	**\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00										
87	6) \$100,001.00 to \$500,000.00							\$ 993.75	\$ 993.75	\$ 993.75	\$ 993.75
88	**\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00										
89	7) \$500,001.00 to \$1,000,000.00							\$ 3,233.75	\$ 3,233.75	\$ 3,233.75	\$ 3,233.75
90	**\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00										
91	BUILDING PERMIT AND PLAN REVIEW FEE SCHEDULE							2021	2022	2023	2024
92	8) \$1,000,001.00 and Up							\$ 5,608.75	\$ 5,608.75	\$ 5,608.75	\$ 5,608.75
93	**\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000,000.00 or fraction thereof.										
94	b) Inspections outside of normal business hours (minimum charge - two (2) hours)							50 per hour	50 per hour	50 per hour	50 per hour
95	c) Re-inspection fees assessed for work required to be corrected by prior correction notice and not completed \$50.00 Per Hour							50 per hour	50 per hour	50 per hour	50 per hour
96	d) Inspections for which no fee is specifically indicated (minimum charge - one half hour)							50 per hour	50 per hour	50 per hour	50 per hour
97	e) Additional Plan review required by changes, additions or revisions to plans (minimum charge - one half hour)							50 per hour	50 per hour	50 per hour	50 per hour
98	f) Plan Review Fee - Commercial Building Permit: A plan review fee of 65% of the above building permit fee shall be added to the cost of each commercial building permit							65% of building permit fee	65% of building permit fee	65% of building permit fee	65% of building permit fee
99	g) Plan Review Fee - Residential Building Permit: A plan review fee of 25% of the above building permit fee shall be added to the cost of each residential building permit.							25 % of building permit fee	25 % of building permit fee	25 % of building permit fee	25 % of building permit fee
100	h) Third Party Review Fee (i.e., Sprinkler/alarm systems, utilities)							Actual Costs	Actual Costs	Actual Costs	Actual Costs
102	BUSINESS REGISTRATION FEE							2021	2022	2023	2024
103	a) New license Registration fee							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
104	b) Annual Renewal							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00

	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
106	CEMETERY FEES							2021	2022	2023	2024
107	a) Grave Fees										
108	1) Adult Grave							\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
109	2) Infant Grave							\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
110	3) Cremains Grave							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
111	b) Opening & Closing Fees										
112	1) Adult Grave							\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
113	2) Infant Grave							\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
114	3) Cremains Grave							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
115	c) Opening & Closing (Burials on Saturday, Sunday, Holiday or Less than 48 hour notice)										
116	1) Adults							\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
117	2) Infants							\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
118	3) Cremains							\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00
119	d) Extra charge for Winter burial							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
120	e) Headstone Setting Fees										
121	1) 16" x 36"							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
122	2) 12" x 24"							\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
123	3) 8" x 16"							\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
124	f) Metal Receptacle for flowers							20 plus tax	20 plus tax	\$20 plus tax	\$20 plus tax
126	COPIES OF CITY RECORDS							2021	2022	2023	2024
127	a) Audio Tape							Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
128	b) Comprehensive Plans (Includes park, water, sewer, shoreline, capital facilities, etc.)							Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
129	c) Records scanned into electronic format (per page)									\$ 0.10	\$ 0.10
130	d) Electronic files or attachments uploaded to an email, cloud storage service, or other electronic delivery system (per each four files or attachments)									\$ 0.05	\$ 0.05
131	e) Transmitting records electronically (per gigabyte)									\$ 0.10	\$ 0.10
132	f) Digital storage media or device (DVD, CD, drive, flash drive, and other similar items)							Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
133	g) Ordinance & Resolutions - First copy							No charge	No charge	No charge	No charge
134	h) Copies *All departments							First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each	First 30 pages free- 31 or more at \$.15 for each
135	i) Copies of public records maintained on paper or maintained electronically and printed on paper (per page)									\$ 0.15	\$ 0.15
136	j) Photographs & Nonstandard copies							Actual Cost & Postage	Actual Cost & Postage	Actual Cost	Actual Cost
137	k) Postage or delivery charges including packing materials, envelopes & containers									Actual Cost	Actual Cost
138	l) Records copied by an outside vendor. An outside vendor may be used due to volume, current work load of city staff, unique nature of the request, or any other reason									Actual Cost	Actual Cost
139	m) Use of information technology expertise to prepare data compilations, or to provide customized electronic access services									Actual Cost	Actual Cost
141	DANCE PERMIT							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
143	DEMOLITION PERMIT FEE							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
145	FILL AIR BOTTLES BY FIRE DEPARTMENT							2021	2022	2023	2024
146	a) 30 Minute Low Air Pressure Bottle							\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
147	b) 45 to 60 Minutes High Air Pressure Bottle							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
148	c) SCUBA Bottles							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
149	d) Large Bottles for Cascade Systems							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
151	FIRE PERMITS							2021	2022	2023	2024
152	a) Aerosol Products							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
153	b) Aircraft Refueling Vehicles							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
154	c) Aircraft Repair Hangar							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

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1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
155	d) Asbestos Removal							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
156	e) Automobile Wrecking Yard							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
157	f) Battery Sys - Install/Operate Stationary Lead - Acid Battery System							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
158	g) Bowling Pin or Alley Refinishing							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
159	h) Burn Permits							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
160	i) Carnivals & Fairs							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
161	j) Cellulose Nitrate Film Storage							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
162	k) Cellulose Nitrate Storage (More than 25 LBS)							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
163	l) Combustible Fiber Storage							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
164	m) Combustible Material Storage							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
165	n) Commercial Rubbish Handling Operation							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
166	o) Compressed Gases							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
167	p) Cryogenics							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
168	q) Dry Cleaning Plants							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
169	r) Dust Producing Operation							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
170	s) Explosives or Blasting Agents							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
171	t) Fireworks							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
172	u) Flammable Liquid Pipeline Operation or Excavation							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
173	v) Flammable or Combustible Liquid/Tank							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
174	w) Fumigation or Thermal Insecticide							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
175	x) Garages - Repair Motor Vehicles							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
176	y) Hazardous Material							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
177	z) High-Piled Combustible Storage							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
178	aa) Junkyards							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
179	ab) Liquefied Petroleum Gases							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
180	ac) Lumberyards							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
181	ad) Magnesium Working							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
182	ae) Matches - Manufacture/Storage							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
183	af) Open Flame Device for Maintenance							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
184	ag) Organic Coats							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
185	ah) Ovens- Industrial Baking or Drying							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
186	ai) Parade Floats							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
187	aj) Radioactive Materials							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
188	ak) Refrigeration Equipment							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
189	FIRE PERMITS							2021	2022	2023	2024
190	am) Spraying or Dipping							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
191	an) Tank Vehicles							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
192	ao) Tents Canopies & Temporary Membrane							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
193	ap) Tire Recapping							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
194	aq) Tire Storage (Excess of 1,000 cu ft)							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
195	ar) Waste Material Handling Plant							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
196	as) Welding & Cutting Operations							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
197	at) Wood Products							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
198	au) Floor Dry - Per 25 LBS Bag							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
199	av) Containment Boom - 3" x 20'							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
200	aw) Absorbent Pads - 18' x 18"							\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
201	ax) Various - Foam per Gal							\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
203	LAND USE FEES							2021	2022	2023	2024
204	** (PLUS ACTUAL COST FOR HEARING EXAMINER PUBLICATION FILING FEES ALL FEES NON REFUNDABLE)										
205	a) Annexation Petition							\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
206	b) Appeal Fee Processing (In addition to all incurred actual costs)							\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
207	c) Binding Site Plan							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
208	d) Boundary Line Adjustment							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
209	e) Comprehensive Plan Amendment - Application Fee							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
210	f) Conditional Use Permit - Application Fee							\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
211	g) Deviations							\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00

	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
212	h) Large lot Segregation Process Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
213	i) Large lot Segregation Completed Application Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
214	j) Parcel Consolidation							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
215	k) Planned Development							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
216	l) SEPA Checklist - DNS - Processing							\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
217	m) Shoreline Plan conditional use permit							\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
218	n) Shoreline Plan - Statement of Exemption							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
219	o) Shoreline Plan - Substantial Development Permit							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
220	p) Shoreline Plan - Variance Permit							\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
221	q) Short Plat Subdivision Process Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
222	r) Short Plat Subdivision Completed Application Fee							\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
223	s) Short Plat Subdivision per Lot							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
224	t) Street Petition to Vacate Right-of-Way Easement							\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
225	u) Regular Subdivision Process Fee							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
226	v) Regular Subdivision Completed Application Fee							\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
227	w) Regular Subdivision per Lot Fee							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
228	x) Vacations for Planned Developments, Binding Site Plans & Plats							\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
229	y) Variance to Zoning Code							\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
230	z) Zoning Amendment or Rezone - Application							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
232	LIBRARY ROOM RENTAL RATE										
233	a) Library Room Rental (per hour)							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
234	MECHANICAL PERMIT FEES *Permit Issuance and Heaters										
235	a) For the issuance of each mechanical permit							\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
236	b) Issuance for Supplemental Permit which the original has not expired, cancelled nor finalized							\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
238	MECHANICAL PERMIT FEES UNIT FEE SCHEDULE **DOESN'T INCLUDE PERMIT ISSUING FEE**							2021	2022	2023	2024
239	a) Furnace										
240	1) For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/H (29.3kW)							\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80
241	2) For the installation or relocation of each floor furnace, including the vent							\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
242	3) For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater							\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
243	b) Appliance Vents										
244	1) For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit							\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
245	c) Repairs or Additions										
246	1) For the repair of alteration, addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.							\$ 13.70	\$ 13.70	\$ 13.70	\$ 13.70
247	d) Boilers, Compressors and Absorption Systems										
248	1) For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kW), or each absorption system to and including 100,000 BTU/H (29.3kW)							\$ 14.70	\$ 14.70	\$ 14.70	\$ 14.70
249	2) For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kW) to and including 15 horsepower (52.7kW), or each absorption system over 100,000 BTU/H (29.3kW) to and including 500,000 BTU/H (146.6kW)							\$ 27.15	\$ 27.15	\$ 27.15	\$ 27.15
250	3) For the installation or relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 30 horsepower (105.5kW), or each absorption system over 500,000 BTU/H (146.6kW) to and including 1,000,000 BTU/H (293.1kW)							\$ 37.25	\$ 37.25	\$ 37.25	\$ 37.25
251	4) For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW) to and including 50 horsepower (176kW), or each absorption system over 1,000,000 BTU/H (293.1kW) to and including 1,750,000 BTU/H (512.9kW)							\$ 55.45	\$ 55.45	\$ 55.45	\$ 55.45
252	5) For the installation or relocation of each boiler or compressor over 50 horsepower (176kW), or each absorption system over 1,750,000 BTU/H (512.9kW)							\$ 92.65	\$ 92.65	\$ 92.65	\$ 92.65
253	e) Air Handlers										
254	1) For each air handling unit to and including 10,000 cubic feet per minute (4719 L/S), including ducts attached thereto.							\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
255	**This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.										
256	2) For each air-handling unit over 10,000 cfm (4719 L/S)							\$ 18.10	\$ 18.10	\$ 18.10	\$ 18.10
257	f) Evaporative Coolers										
258	1) For each evaporative cooler other than the portable type							\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65

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1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
259	MECHANICAL PERMIT FEES UNIT FEE SCHEDULE **DOESN'T INCLUDE PERMIT ISSUING FEE**							2021	2022	2023	2024
260	g) Ventilation and Exhaust										
261	1) For each ventilation fan connected to a single duct							\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
262	2) For each ventilation system which is not a portion of any heating or air condition system authorized by a permit							\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
263	3) For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood							\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
264	h) Incinerators										
265	1) For the installation or relocation of each domestic-type incinerator							\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20
266	2) For the installation or relocation of each commercial or industrial-type incinerator							\$ 14.50	\$ 14.50	\$ 14.50	\$ 14.50
267	i) Miscellaneous										
268	1) For each appliance or piece of equipment regulated by the Mechanical Code but classed in other appliance categories, or for which no other fee is listed in the table							\$ 10.65	\$ 10.65	\$ 10.65	\$ 10.65
269	2) When chapter 13 is applicable, permit fees for fuel gas piping shall be for each gas piping system:										
270	a) For each gas piping system of one to four outlets							\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75
271	b) For each additional outlet exceeding four outlets							\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
272	3) When chapter 14 is applicable, permit fees for process piping shall be as follows:										
273	a) For each hazardous process piping system (HPP) of one to four outlets							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
274	b) For each hazardous process piping system of 5 or more outlets, pet outlet							\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
275	c) For each non-hazardous process piping system (NPP) of one to four outlets							\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
276	d) For each non-hazardous process piping system of five or more outlets (per outlet)							\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
277	j) Other Inspections and Fees										
278	1) Inspections outside of normal business hours, per hour (minimum charge - 2 hours)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
279	2) Re-inspected fees assessed under provision of Section 116.6 per inspection							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
280	3) Inspections for which no fee is specifically indicated, per hour (minimum charge - one half hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
281	4) Additional plan review required by changes, additions or revisions to plan or to plans for which an initial review has been completed (min charge - one half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall be include supervision, overhead, equipment, hourly wage and fringe benefits of the employees involved							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
283	MOBILE HOME PERMITS							2021	2022	2023	2024
284	a) Single Wide in Mobile Home Park							\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
285	b) Double Wide in Mobile Home Park							\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00
286	c) Triple Wide in Mobile Home Park							\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
287	d) Single Wide on Individual Lot							\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
288	e) Double Wide on Individual Lot							\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
289	f) Triple Wide on Individual Lot							\$ 370.00	\$ 370.00	\$ 370.00	\$ 370.00
291	NOTARY FEE							2021	2022	2023	2024
292	a) Per Document							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
294	OUTDOOR MOBILE VENDOR APPLICATION							2021	2022	2023	2024
295	a) Per Application							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
296	PAWNBROKER LICENSE							2021	2022	2023	2024
297	a) Initial Fee							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
298	b) Annual Fee							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
299	c) Per Employee							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
301	PEDDLER LICENSE							2021	2022	2023	2024
302	a) Peddler License (per year)							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
304	PLUMBING PERMIT FEES (PERMIT ISSUANCE)							2021	2022	2023	2024
305	a) For Issuing Each Permit							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
306	b) For Issuing Each Supplemental Permit							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
308	PLUMBING PERMIT FEES UNIT FEE SCHEDULE (IN ADDITION TO ITEMS A&B ABOVE)							2021	2022	2023	2024
309	a) For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
310	b) For each building sewer and each trailer park sewer							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
311	c) Rainwater systems - per drain (inside building)							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
312	d) For each cesspool (where permitted)							\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
313	e) For each private sewage disposal system							\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
314	f) For each water heat and/or vent							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
315	g) For each gas-piping system of one to five outlets							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
316	h) For each additional gas piping system outlet (after five outlets)							\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
317	i) For each industrial waste pre treatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
318	j) For each installation, alteration or repair of water piping and/or water treating equipment							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
319	k) For each repair or alteration of drainage or vent piping, each fixture							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
320	l) For each lawn sprinkler system on any on meter including backflow protection devices therefore							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
321	m) For atmospheric-type vacuum breakers not including in item 12. (from one to five- each)							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
322	n) For atmospheric-type vacuum breakers not including in item 12. (over five- each)							\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
323	o) For each backflow protective device other than atmospheric type vacuum breakers: two inches (51mm) diameter and smaller							\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
324	p) For each backflow protective device other than atmospheric type vacuum breakers: over two inches (51mm) diameter							\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
325	q) For each gray water system							\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
326	r) For initial installation and testing for a reclaimed water system							\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
327	s) For each medical gas piping system serving one to five inlets (outlets for a specific gas)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
329	OTHER INSPECTIONS AND FEES							2021	2022	2023	2024
330	a) Inspections outside of normal business hours (per hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
331	b) Re-Inspection Fee (per hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
332	c) Inspections for which no fee is specifically indicated per hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
333	d) Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour) (per hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
335	POLICE DEPARTMENT							2021	2022	2023	2024
336	a) Background Check Letter							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
337	b) Fingerprints two Card Maximum							\$ 10.00	\$ 10.00	\$ 15.00	\$ 24.00
338	c) Each additional Fingerprint card							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
339	d) School employee background check (includes postage)							\$ 11.00	\$ 11.00	\$ 11.00	\$ 24.00
340	e) Paper process service							\$ 20.00	\$ 20.00	\$ 40.00	\$ 50.00
341	f) Specialized training by state certified instructor (per hour)							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
342	g) Polygraph examinations							\$ 200.00	\$ 200.00	\$ -	REMOVED
343	h) WATCH background check							\$ -	\$ -	\$ 11.00	\$ 11.00
344	i) Background for CPL - WA State Patrol							\$ -	\$ -	\$ 13.25	\$ 13.25
345	j) Vehicle impounds (per vehicle)							\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
346	k) Return to Court							\$ -	\$ -	\$ 20.00	\$ 20.00
347	l) Collision Report							\$ -	\$ -	\$ 10.00	\$ 10.00
348	m) Concealed Pistol License (Original) plus cost of fingerprinting & background							\$ -	\$ -	\$ 36.00	\$ 36.00
349	n) Concealed Pistol License (Renewal)							\$ -	\$ -	\$ 32.00	\$ 32.00
350	o) Concealed Pistol License (Late Renewal)							\$ -	\$ -	\$ 42.00	\$ 42.00
351	p) Concealed Pistol License (Replacement)							\$ -	\$ -	\$ 10.00	\$ 10.00
352	q) Firearms Dealers License (plus the cost of fingerprinting & background check)							\$ -	\$ -	\$ 125.00	\$ 125.00
353	r) Levy Rate							\$ -	\$ -	\$ 48.00	\$ 48.00
354	s) False Alarms (2nd within 6 months)							\$ -	\$ -	\$ 25.00	\$ 25.00
355	t) False Alarms (3rd within 6 months)							\$ -	\$ -	\$ 50.00	\$ 50.00
356	u) False Alarms (4th within 6 months)							\$ -	\$ -	\$ 100.00	\$ 100.00
357	BODY WORN CAMERA FEES							2021	2022	2023	2024
358	a) Video Redaction (per minute)							\$ -	\$ -	\$ 0.65	\$ 0.65
359	b) Video and Audio Redaction (per minute)							\$ -	\$ -	\$ 0.65	\$ 0.65
360	c) Audio Redaction (per minute)							\$ -	\$ -	\$ 0.65	\$ 0.65
362	PUBLIC SWIMMING POOL							2021	2022	2023	2023
363	a) Swimming Pool Daily Admission										
364	1) Children under 18 years of age							\$ 2.00	\$ 2.00	\$ 3.00	\$ 3.00

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1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
365	2) Adult (18+)							\$ 3.00	\$ 3.00	\$ 5.00	\$ 5.00
366	b) Swimming Pool Season Pass										
367	1) Children under 18 years of age							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
368	2) Adult (18+)							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
369	3) Family							\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
370	c) Swimming Lessons										
371	1) Child and/or Adult							\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
372	2) Without Seasonal Pool Pass							\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
373	d) Pool Rental										
374	1) One hour (After hours Monday - Saturday Only)							\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
375	2) Two hours (Minimum)							\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
376	3) Four hours							\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
377	** No refunds of Pool Rental Fees will be given if cancelation is less than 2 days prior to reservation **										
378	RV PARK FEES							2021	2022	2023	2024
379	a) Full hookup (per night)										
380	1) RV Sites with 30 amp (plus applicable taxes)							\$ 29.82	\$ 29.82	\$ 40.00	\$ 40.00
381	2) RV Sites with 50 amp (plus applicable taxes)							\$ 23.86	\$ 23.86	\$ 50.00	\$ 50.00
382	3) RV Sites with 30 amp and a current Good Sam Membership (plus applicable taxes)							\$ 23.86	\$ 23.86	\$ 36.00	\$ 36.00
383	4) RV Sites with 50 amp and a current Good Sam Membership (plus applicable taxes)							\$ 23.86	\$ 23.86	\$ 45.00	\$ 45.00
384	b) Tents (per night plus applicable taxes)							\$ 18.12	\$ 18.12	\$ 20.00	\$ 20.00
385	c) Showers (each)							\$ 0.75	\$ 0.75	\$ -	REMOVED
386	d) Winter Rates (Rates are plus taxes and per night)										
387	1) Electrical and Sewer Connection Only (plus applicable taxes)							\$ 25.30	\$ 25.30	\$ 26.00	\$ 26.00
388	2) Electric & Sewer Connection Only with Current Good Sam Membership (plus taxes)							\$ 22.77	\$ 22.77	\$ 23.40	\$ 23.40
389	e) RV Reservation Cancelation Fee							\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
	<i>** Customer will receive a full refund less cancelation fee if the cancelation is received atleast 1 day before arrival date. ** No refunds if cancelation is less than 7 days prior to the 1st day of the Stampede Event. A cancelation fee will apply.</i>										
390											
392	SIGN PERMIT FEES							2021	2022	2023	2024
393	<i>**Fee based upon evaluation and Permit Fee from Building Permit & Plan Review schedule</i>							\$ -	\$ -	\$ -	\$ -
395	STREET CLOSURES & ROLLING SLOW DOWNS (includes all city streets and state highways)							\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00
397	TAXI CAB LICENSE							2021	2022	2023	2024
398	a) Annual License							\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
399	b) After July 1st (per cab & 1/2 the year)							\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
400	c) Chauffeur Fee (per Vehicle)							\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
402	UTILITY SERVICES GARBAGE COLLECTION RATES							2021	2022	2023	2024
403	a) Residential Service description per month										
404	1) One 20 Gal Mini Can (Only for customers 65 years of age or older)							\$ 10.75	\$ 11.07	\$ 11.96	\$ 12.32
405	2) One Can 35 Gal Cart (Low income seniors)							\$ 11.11	\$ 11.44	\$ 12.36	\$ 12.73
406	3) One Can 35 Gal Cart							\$ 13.41	\$ 13.81	\$ 14.91	\$ 15.36
407	4) 65 Gal Cart (Maximum weight of 95 LBS)							\$ 18.81	\$ 19.37	\$ 20.92	\$ 21.55
408	5) 95 Gal Cart (Maximum weight of 130 LBS)							\$ 23.57	\$ 24.28	\$ 26.22	\$ 27.01
409	6) Occasional Extra (per unit)							\$ 3.83	\$ 3.94	\$ 4.26	\$ 4.39
410	7) 15' to 50' Carryout Charge							\$ 5.09	\$ 5.24	\$ 5.66	\$ 5.83
411	8) 50' to 100' Carryout Charge							\$ 8.45	\$ 8.70	\$ 9.40	\$ 9.68
412	b) Commercial Service Description Pickup One Time (per week)										
413	1) One Can 35 Gal Cart							\$ 14.42	\$ 14.85	\$ 16.04	\$ 16.52
414	2) 65 Gal Cart (Maximum weight of 95 LBS)							\$ 18.97	\$ 19.54	\$ 21.10	\$ 21.73
415	3) 95 Gal Cart (Maximum weight of 130 LBS)							\$ 23.74	\$ 24.45	\$ 26.41	\$ 27.20
416	4) Occasional Extra (per unit)							\$ 3.83	\$ 3.94	\$ 4.26	\$ 4.39
417	5) 15' to 50' Carryout Charge							\$ 5.09	\$ 5.24	\$ 5.66	\$ 5.83
418	6) 50' to 100' Carryout Charge							\$ 8.45	\$ 8.70	\$ 9.40	\$ 9.68
419	c) Commercial Service Description Pickup Two Times (per week)										
420	1) 65 Gal Cart (Maximum weight of 95 LBS)							\$ 36.47	\$ 37.56	\$ 40.56	\$ 41.78
421	2) 95 Gal Cart (Maximum weight of 130 LBS)							\$ 45.76	\$ 47.13	\$ 50.90	\$ 52.43
422	3) Occasional Extra (per unit)							\$ 3.83	\$ 5.24	\$ 5.66	\$ 5.83

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1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
423	4) 15' to 50' Carryout Charge							\$ 10.16	\$ 10.47	\$ 11.31	\$ 11.65
424	5) 50' to 100' Carryout Charge							\$ 16.90	\$ 17.41	\$ 18.80	\$ 19.36
425	d) Commercial Service Description Pickup Three Times (per week)										
426	1) 65 Gal Cart (<i>Maximum weight of 95 LBS</i>)							\$ 53.82	\$ 55.43	\$ 59.86	\$ 61.66
427	2) 95 Gal Cart (<i>Maximum weight of 130 LBS</i>)							\$ 67.91	\$ 69.95	\$ 75.55	\$ 77.82
428	3) Occasional Extra (per unit)							\$ 3.83	\$ 5.24	\$ 5.66	\$ 5.83
429	4) 15' to 50' Carryout Charge							\$ 15.24	\$ 15.70	\$ 16.96	\$ 17.47
430	5) 50' to 100' Carryout Charge							\$ 25.35	\$ 26.11	\$ 28.20	\$ 29.05
432	UTILITY SERVICES CONTAINER RATES							2021	2022	2023	2024
433	a) Container Pickup One Time (per week)										
434	1) One Yard							\$ 82.13	\$ 84.59	\$ 91.36	\$ 94.10
435	2) 1 ½ Yard							\$ 99.57	\$ 102.56	\$ 110.76	\$ 114.08
436	3) 2 Yard							\$ 117.05	\$ 120.56	\$ 130.20	\$ 134.11
437	4) 3 Yard							\$ 178.84	\$ 184.21	\$ 198.95	\$ 204.92
438	5) 4 Yard							\$ 214.69	\$ 221.13	\$ 238.82	\$ 245.98
439	6) 6 Yard							\$ 277.39	\$ 285.71	\$ 308.57	\$ 317.83
440	7) 20 Yard plus Disposal Fee							\$ 606.71	\$ 624.91	\$ 674.90	\$ 695.15
441	8) 30 Yard plus Disposal Fee							\$ 692.72	\$ 713.50	\$ 770.58	\$ 793.70
442	b) Container Pickup Two Times (per week)										
443	1) One Yard							\$ 129.41	\$ 133.29	\$ 143.95	\$ 148.27
444	2) 1 ½ Yard							\$ 164.71	\$ 169.65	\$ 183.22	\$ 188.72
445	3) 2 Yard							\$ 200.02	\$ 206.02	\$ 222.50	\$ 229.18
446	4) 3 Yard							\$ 300.27	\$ 309.28	\$ 334.02	\$ 344.04
447	5) 4 Yard							\$ 343.24	\$ 353.53	\$ 381.81	\$ 393.26
448	6) 6 Yard							\$ 515.33	\$ 531.00	\$ 573.48	\$ 590.68
449	7) 20 Yard plus Disposal Fee							\$ 918.38	\$ 945.93	\$ 1,021.60	\$ 1,052.25
450	8) 30 Yard plus Disposal Fee							\$ 1,065.86	\$ 1,097.84	\$ 1,185.67	\$ 1,221.24
451	c) Container Pickup Three Times (per week)										
452	1) One Yard							\$ 168.85	\$ 173.92	\$ 187.83	\$ 193.46
453	2) 1 ½ Yard							\$ 222.59	\$ 229.27	\$ 247.61	\$ 255.04
454	3) 2 Yard							\$ 276.30	\$ 284.59	\$ 307.36	\$ 316.58
455	4) 3 Yard							\$ 421.61	\$ 434.26	\$ 469.00	\$ 483.07
456	5) 4 Yard							\$ 474.65	\$ 488.89	\$ 528.00	\$ 543.84
457	6) 6 Yard							\$ 688.72	\$ 709.38	\$ 766.13	\$ 789.11
458	d) Container Pickup Four Times (per week)										
459	1) One Yard							\$ 234.16	\$ 241.18	\$ 260.47	\$ 268.28
460	2) 1 ½ Yard							\$ 293.35	\$ 302.15	\$ 326.32	\$ 336.11
461	3) 2 Yard							\$ 352.53	\$ 363.11	\$ 392.16	\$ 403.92
462	4) 3 Yard							\$ 543.27	\$ 559.57	\$ 604.34	\$ 622.47
463	5) 4 Yard							\$ 604.79	\$ 622.93	\$ 672.76	\$ 692.94
464	6) 6 Yard							\$ 862.12	\$ 887.98	\$ 959.02	\$ 987.79
465	e) Container Pickup Five Times (per week)										
466	1) One Yard							\$ 306.21	\$ 315.40	\$ 340.63	\$ 350.85
467	2) 1 ½ Yard							\$ 367.57	\$ 378.60	\$ 408.89	\$ 421.16
468	3) 2 Yard							\$ 428.90	\$ 441.77	\$ 477.11	\$ 491.42
469	4) 3 Yard							\$ 664.42	\$ 684.35	\$ 739.10	\$ 761.27
470	5) 4 Yard							\$ 721.83	\$ 743.48	\$ 802.96	\$ 827.05
471	6) 6 Yard							\$ 1,210.28	\$ 1,246.59	\$ 1,346.32	\$ 1,386.71
472	f) Container Pickup Six Times (per week)										
473	1) One Yard							\$ 385.08	\$ 396.63	\$ 428.36	\$ 441.21
474	2) 1 ½ Yard							\$ 445.12	\$ 458.47	\$ 495.15	\$ 510.00
475	3) 2 Yard							\$ 505.12	\$ 520.27	\$ 561.89	\$ 578.75
476	4) 3 Yard							\$ 785.64	\$ 809.21	\$ 873.95	\$ 900.17
477	5) 4 Yard							\$ 864.79	\$ 890.73	\$ 961.99	\$ 990.85
478	6) 6 Yard							\$ 1,322.03	\$ 1,361.69	\$ 1,470.63	\$ 1,514.75
480	UTILITY SERVICES DROP BOX COLLECTIONS							2021	2022	2023	2024
481	a) Drop Box Collections							Haul Rate	Haul Rate	Haul Rate	Haul Rate

	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
482	1) 10 Yard Delivery Fee \$35.87 \$36.95 Daily Rental \$2.40 \$2.47							\$ 111.35	\$ 114.69	\$ 123.87	\$ 127.59
483	2) 20 Yard Delivery Fee \$35.87 \$36.95 Daily Rental \$2.40 \$2.47							\$ 133.64	\$ 137.65	\$ 148.66	\$ 153.12
484	3) 30 Yard Delivery Fee \$35.87 \$36.95 Daily Rental \$2.40 \$2.47							\$ 155.93	\$ 160.61	\$ 173.46	\$ 178.66
485	4) 40 Yard Delivery Fee \$35.87 \$36.95 Daily Rental \$2.40 \$2.47							\$ 178.20	\$ 183.55	\$ 198.23	\$ 204.18
487	UTILITY SERVICES TEMPORARY COLLECTION							2021	2022	2023	2024
488	a) Container Pickup One Time (per week)										
489	1) One yard							\$ 19.11	\$ 19.68	\$ 21.25	\$ 21.89
490	2) 1 ½ Yard							\$ 23.16	\$ 23.86	\$ 25.77	\$ 26.54
491	3) 2 Yard							\$ 27.22	\$ 28.04	\$ 30.28	\$ 31.19
492	4) 3 Yard							\$ 41.60	\$ 42.85	\$ 46.28	\$ 47.67
493	5) 4 Yard							\$ 49.94	\$ 51.44	\$ 55.56	\$ 57.23
494	6) 6 Yard							\$ 64.52	\$ 66.46	\$ 71.78	\$ 73.93
496	UTILITY SERVICES COMPACTOR COLLECTION							2021	2022	2023	2024
497	a) Compactor Collection										
498	1) 2 Yard Once (per week)							\$ 368.31	\$ 379.36	\$ 409.71	\$ 422.00
499	2) 2 Yard Two Times (per week)							\$ 736.63	\$ 758.73	\$ 819.43	\$ 844.01
500	3) 2 Yard Three Times (per week)							\$ 1,104.95	\$ 1,138.10	\$ 1,229.15	\$ 1,266.02
501	4) 20 Yard Once (per week) *Additional Disposal Fees*							\$ 262.33	\$ 270.20	\$ 291.82	\$ 300.57
502	5) 20 Yard Two Times (per week) *Additional Disposal Fees*							\$ 524.69	\$ 540.43	\$ 583.66	\$ 601.17
503	6) 30 Yard (per pickup) *Additional Disposal Fees*							\$ 293.04	\$ 301.83	\$ 325.98	\$ 335.76
504	7) 40 Yard (per pickup) *Additional Disposal Fees*							\$ -	\$ -	\$ -	\$ 373.29
505	b) Dual Pickup System Compactors										
506	1) 20 Yard *Additional Disposal Fees*							\$ 332.35	\$ 342.32	\$ 369.71	\$ 380.80
507	2) 30 Yard *Additional Disposal Fees*							\$ 371.34	\$ 382.48	\$ 413.08	\$ 425.47
508	c) Pickup and Delivery Charges										
509	1) Cart System Pickup and Delivery Charge							\$ 3.21	\$ 3.31	\$ 6.00	\$ 6.18
510	2) Container Service Pickup and Delivery for Dumpsters							\$ 5.36	\$ 5.52	\$ 10.00	\$ 10.30
512	UTILITY SERVICES SEWER COLLECTION RATES							2021	2022	2023	2024
513	a) Service Description (per month)										
514	1) Single Family Residential							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
515	2) Multi-Residential (per unit) Occupied or Not							\$ 69.06	\$ 71.13	\$ 73.98	\$ 78.42
516	3) Commercial Business October 16th through April 15th							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
517	*Greater of \$87.03 \$92.25 minimum or \$7.70 \$8.16 per 100 cubic feet of actual water usage*										
518	4) Commercial Business April 16th through October 15th							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
519	*Greater of \$87.03 \$92.25 minimum or \$7.70 \$8.16 per 100 cubic feet of actual water usage*										
520	5) Food Service Establishments							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
521	*Charged same as Commercial Business Rates										
522	6) Motels							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
523	*Charged same as Commercial Business Rates										
524	7) Schools October 16th through April 15th							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
525	*Charged same as Commercial Business Rates										
526	8) Schools April 16th through October 15th							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
527	*Charged same as Commercial Business Rates										
528	9) Industrial Rates							\$ 81.24	\$ 83.68	\$ 87.03	\$ 92.25
529	* \$7.70 \$8.26 per 1000 gallons of discharge plus \$0.77 \$0.82 per lbs of BOD plus \$0.79 \$0.84 per lbs of TSS- minimum charge if \$87.03 \$92.25 (\$6.01 -\$6.37 per 100 cubic feet or converted as shown to gallons)										
531	UTILITY SERVICES STORM DRAIN RATES							2021	2022	2023	2024
532	a) Development Classification (Defined in OMC 9.12.030)										
533	1) Undeveloped							No Charge	No Charge	No Charge	No Charge
534	2) Medium Development							\$ 4.37	\$ 4.50	\$ 4.86	\$ 5.15
535	3) Heavy Development							\$ 11.08	\$ 11.41	\$ 12.32	\$ 13.06
536	4) Very Heavy Development							\$ 16.64	\$ 17.14	\$ 18.51	\$ 19.62
538	UTILITY SERVICES WATER RATES							2021	2022	2023	2024

	A	B	C	D	E	F	G	I	J	K	L
1	2024 Fee Schedule, City of Omak										
2	Resolution 01-2024										
3								2021	2022	2023	2024
539	a) Residential Service (Within the City)										
540	<i>*per 100 cubic feet over minimum Over minimum 1,000 cubic feet*</i>							\$ 0.71	\$ 0.73	\$ 0.79	\$ 0.84
541	1) 5/8 x 3/4 inch 1,000 cubic feet minimum							\$ 33.34	\$ 34.34	\$ 37.09	\$ 39.32
542	2) 3/4 inch straight 1,000 cubic feet minimum							\$ 36.77	\$ 37.87	\$ 40.90	\$ 43.35
543	3) 1 inch 1,000 cubic feet minimum							\$ 39.07	\$ 40.24	\$ 43.46	\$ 46.07
544	4) 1 1/2 inch 1,000 cubic feet minimum							\$ 54.51	\$ 56.15	\$ 60.64	\$ 64.28
545	5) 2 inch 1,000 cubic feet minimum							\$ 77.49	\$ 79.82	\$ 86.21	\$ 91.38
546	6) 3 inch 1,000 cubic feet minimum							\$ 84.26	\$ 86.79	\$ 93.73	\$ 99.35
547	7) 4 inch 1,000 cubic feet minimum							\$ 91.20	\$ 93.94	\$ 101.46	\$ 107.55
548	8) 6 inch or larger 1,000 cubic feet minimum							\$ 123.77	\$ 127.48	\$ 137.68	\$ 145.94
549	b) Commercial Service (Within the City)										
550	<i>*per 100 cubic feet over minimum Over minimum 1,000 cubic feet*</i>							\$ 0.71	\$ 0.73	\$ 0.79	\$ 0.84
551	1) 5/8 x 3/4 inch 1,000 cubic feet minimum							\$ 33.34	\$ 34.34	\$ 37.09	\$ 39.32
552	2) 3/4 inch straight 1,000 cubic feet minimum							\$ 36.77	\$ 37.87	\$ 40.90	\$ 43.35
553	3) 1 inch 1,000 cubic feet minimum							\$ 39.07	\$ 40.24	\$ 43.46	\$ 46.07
554	4) 1 1/2 inch 1,000 cubic feet minimum							\$ 54.51	\$ 56.15	\$ 60.64	\$ 64.28
555	5) 2 inch 1,000 cubic feet minimum							\$ 7,749.00	\$ 79.82	\$ 86.21	\$ 91.38
556	6) 3 inch 1,000 cubic feet minimum							\$ 84.26	\$ 86.79	\$ 93.73	\$ 99.35
557	7) 4 inch 1,000 cubic feet minimum							\$ 91.20	\$ 93.94	\$ 101.46	\$ 107.55
558	8) 6 inch or larger 1,000 cubic feet minimum							\$ 123.77	\$ 127.48	\$ 137.68	\$ 145.94
560	MISCELLANEOUS SERVICES (Within the City)							2021	2022	2023	2024
561	a) Miscellaneous Services										
562	<i>*per 100 cubic feet over minimum Over minimum 1,000 cubic feet*</i>							\$ 0.71	\$ 0.73	\$ 0.79	\$ 0.84
563	1) Multiple Dwellings Meter size minimum plus \$14.84 \$15.73 per each additional unit (allows add'l 400cf/unit)							\$ 13.34	\$ 13.74	\$ 14.84	\$ 15.73
564	2) Multiple Businesses in One Building Meter size minimum plus \$14.84 \$15.73 per additional business (allows add'l 400cf/additional business)							\$ 13.34	\$ 13.74	\$ 14.84	\$ 15.73
565	3) Motels Occupied or Not Meter size minimum plus \$11.14 \$11.81 per each unit (allows add'l 300cf/additional unit)							\$ 10.01	\$ 10.31	\$ 11.14	\$ 11.81
566	b) After Hours Call Out										
567	1) Minimum Fee							\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
568	c) Shut Off										
569	1) Delinquent Account Shut off Fee							\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
570	d) Hydrant Meter Permit										
571	1) Non-Refundable Fee							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
572	e) Hydrant Meter Damage										
573	1) Deposit Required *Refundable upon return of meter device, complete, in good condition, and payment received for all water and meter rental charges*							\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
574	f) Hydrant Meter Rental										
575	1) Hydrant Meter Rental Charge (per day)							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
576	g) Deposit Required for Meter Testing										
577	1) 5/8 x 3/4 inch							\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
578	2) 1 inch							\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
579	3) 1 1/2 inch							\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
580	4) 2 inch							\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: January 2, 2024

Subject: **Resolution No. 2-2024** Approving the Public Works Contract with
SKIRKO TREE SERVICE LLC, to prune the downtown street trees

This contract will get the trees downtown pruned Taking into consideration street and sidewalk codes as well as sign visibility.

Skirko Tree Service LLC has submitted an estimate for \$7,588 to do the work.

I support this Resolution and recommend its approval.

RESOLUTION NO. 02-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS
CONTRACT WITH SKIRKO TREE SERVICE LLC. TO PRUNE THE DOWNTOWN
STREET TREES**

WHEREAS, the Public Works Department has the need to have the street trees on Main Street pruned; and

WHEREAS, funding is available within the 2024 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 between the City of Omak and Skirko Tree Service LLC, 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 _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

MAIN STREET TREE PRUNING

Scope of Work

The City of Omak is seeking bids to Prune 30 trees on Main Street.

Scope of work:

The contractor will provide all labor, materials, equipment, supplies and tools necessary to Prune 30 trees on Main Street. Taking into consideration street and sidewalk codes as well as sign visibility.

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 online** 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.

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 _____, 2024

CONTRACTOR: Skirko Tree Service LLC

By:  owner/manager
Signature Title

PRINTED NAME: Philip J Skirko

ADDRESS: PO Box 1808

Okanogan WA 98840
City State Zip

PHONE: 509 322 1454

FAX Number: 509 689 3774

State of Washington Contractor's License Number: SKIRKTS 946C1

Federal Tax I.D. Number: 35-2266341 UBI Number: 602.565.576

Executed this _____ day of _____, 2024

CITY OF OMAK

Cindy Gagné, Mayor

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

**SKIRKO TREE SERVICE LLC
PO BOX 1808
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:

Prune 30 trees on Main Street. Taking into consideration street and sidewalk codes as well as sign visibility.

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,

City of Omak
Tree Pruning
Bid Form

1.	Prune 30 trees	\$ 7000.00
2.	Washington State Sales Tax @ 8.4%	\$ 588.00
	Total Bid Amount	\$ 7588.00

Skirko Tree Service LLC
BIDDER (CONTRACTOR)

12/27/23
DATE

BY 
Authorized Signature

Owner / Manager
Title

Philip J Skirko
(Please print of type name)

ADDRESS:

PO Box 1808

Phone: 509 322 1454

Okanogan WA 98840

Fax: 509 689-3774

Washington State Contractor's License Number: SKIRKTS 946C1

UBI Number: 602-565,576

Federal TIN: 35-2266341

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.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: January 2, 2024

Subject: **Resolution 03-2024** Approving the purchase of a Booster Pump

The attached Resolution 03-2024, **A Resolution of the Omak City Council Approving, Purchase of a Booster Pump**, is forwarded for your consideration.

This purchase has been approved in the 2024 budget using hotel/motel funds to install a booster pump system to the Stampede Arena irrigation system.

We have received two quotes and reviewed the quotes for accuracy and price. The lowest responsive quote is from Whitney Equipment Company, Inc

I support this Resolution and recommend its approval.

RESOLUTION NO. 03-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL
APPROVING, PURCHASE OF A BOOSTER PUMP**

WHEREAS, a booster pump for the Stampede Arena is needed to increase water flows, for the maintenance and operations of the arena; and

WHEREAS, this purchase exceeds five thousand dollars, requiring Omak City Council Approval for purchase; and

WHEREAS, two quotes were received for the needed parts; and

WHEREAS, Whitney Equipment Company, Inc provided the lowest priced quote for the identified equipment.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, do hereby approve the purchase of a booster pump from Whitney Equipment Company, Inc as attached in Exhibit "A", in the amount of \$18,175.00.

PASSED AND APPROVED this ____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300
Vancouver, WA 98661 Phone: (360) 694-9175

12/27/2023

Quote #: 40948 - 1

To: Omak, City of
Attn: Wayne Beetchenow
Email: apwd@omakcity.com
Phone: 509-429-5101

Project Name: City of Omak-Rodeo Pump Station

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Andrew Klempel, phone . Please call if you need further information or prices.



Quote # : 40948 - 1
Quote name : City of Omak-Rodeo Pump Station
Customer name : Omak, City of
Salespersons name : Andrew Klempel

SCOPE OF SUPPLY

Quantity	Product / Description	Price per Unit	Total Price
1 each	CB##V1C015X00200-060XXXX203ONS-3 Skid Mounted Booster With Enclosure Skid Mounted 15HP, 208V, 3PH End Suction Centrifugal Pump with VFD Controller with Enclosure. See complete details after the T&C's.	\$18,175.00	\$18,175.00

Sub-Total: \$18,175.00

Freight: \$TBD

TOTAL: \$18,175.00

Lead Times: 8-10 Weeks

Freight Terms: FOB Factory, prepaid and added to invoice

Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,

Stephen Clark, Inside Sales

CC: Andrew Klempel, Outside Sales Manager



Quote # : **40948 - 1**
Quote name : City of Omak-Rodeo Pump
Station

Customer name : Omak, City of
Salespersons name : Andrew Klempel

Purchaser's Signature: By signing below, I certify that I am an authorized representative with the authority to enter into contracts on behalf of the company identified below, and that I accept the terms included with this proposal.

Signature

Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:

Make PO out to

Whitney Equipment Company Inc

16120 Woodinville Redmond Rd NE #3

Woodinville, WA 98072

Email: sales@weci.com



Quote # : 40948 - 1

Quote name : City of Omak-Rodeo Pump Station

Customer name : Omak, City of

Salespersons name : Andrew Klempel

**WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:

THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

Whitney Equipment Company, Inc.



Quote # : 40948 - 1

Quote name : City of Omak-Rodeo Pump Station

Customer name : Omak, City of

Salespersons name : Andrew Klempel

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

Whitney Equipment Company, Inc.



Quote # : **40948 - 1**

Quote name : City of Omak-Rodeo Pump Station

Customer name : Omak, City of

Salespersons name : Andrew Klempel

It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

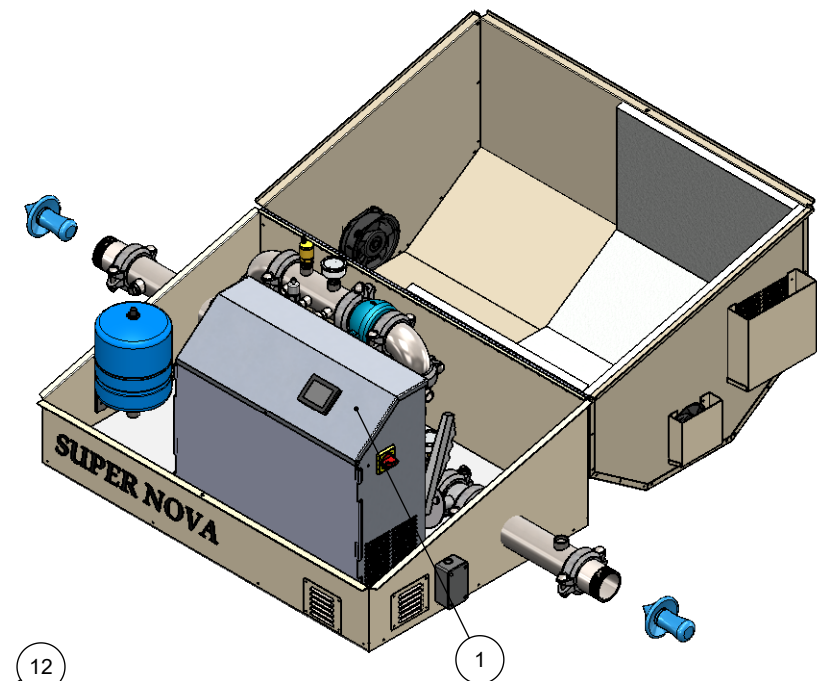
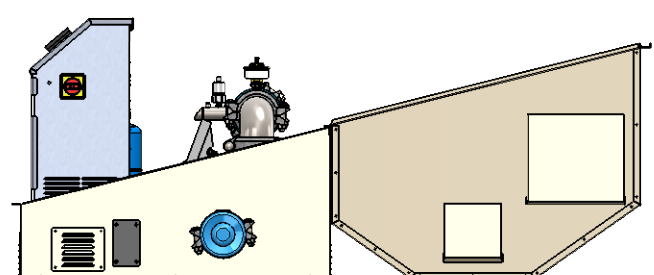
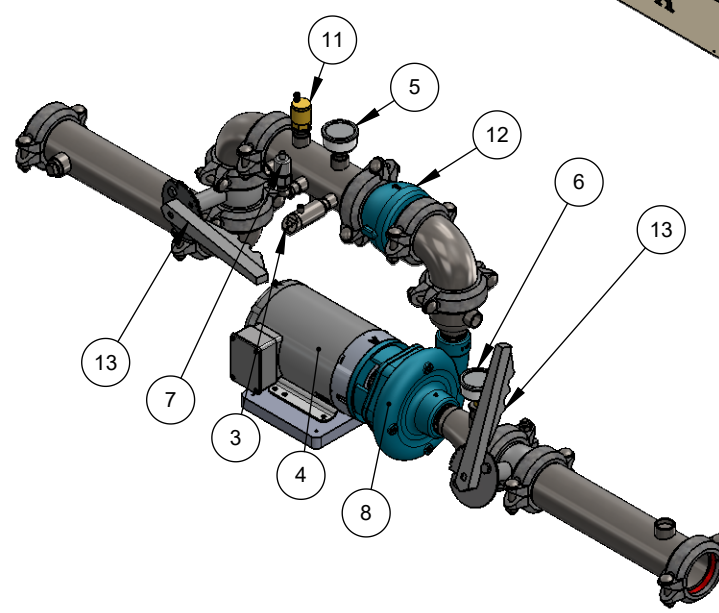
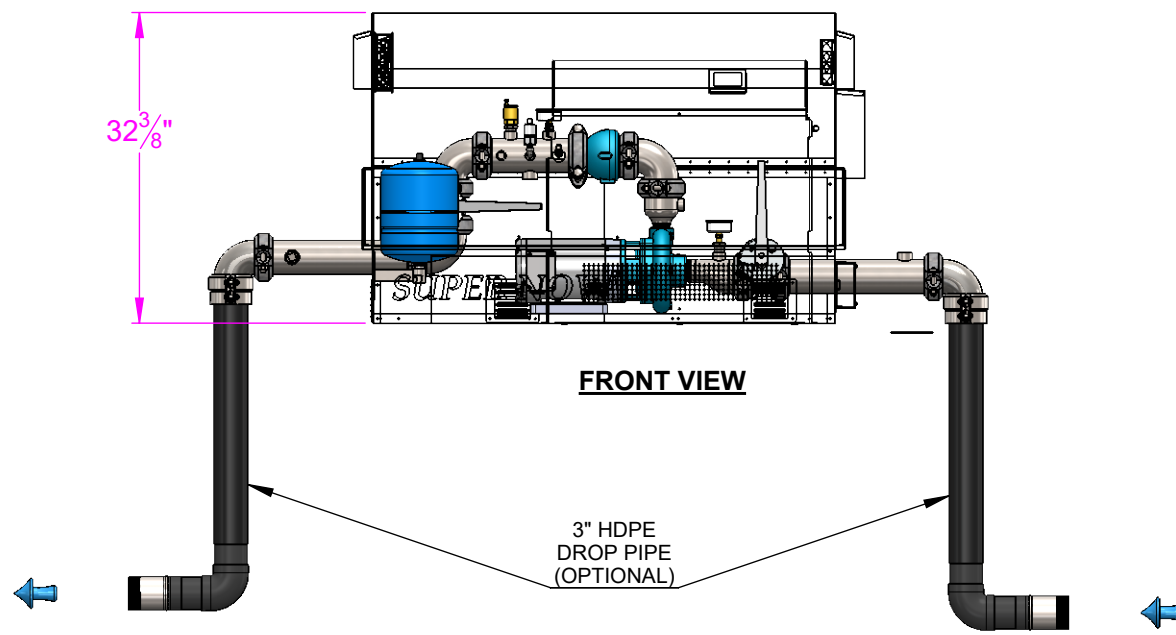
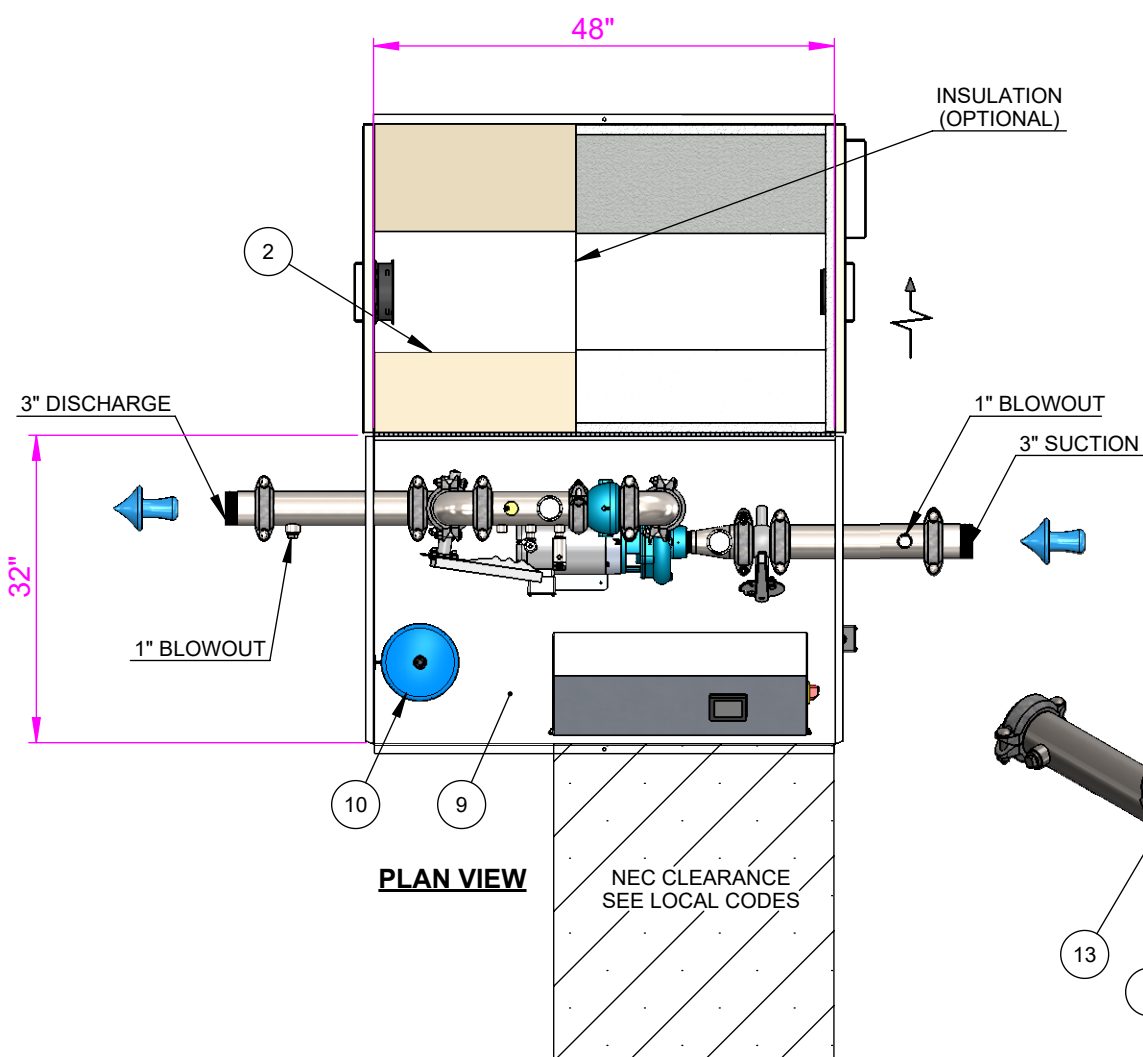
BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

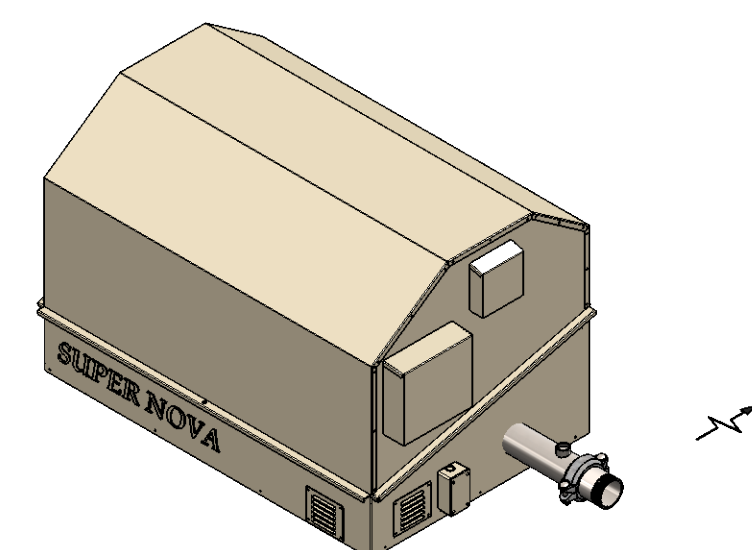
DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.


BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.



ITEM NO.	DESCRIPTION	Size	QTY.
1	CONTROLS SUITE 2		1
2	ENCLOSURE, MARINE GRADE ALUMINUM	48"x32"x32"	2
3	FLOW METER/FLOW SWITCH	1/2"	1
4	MOTOR, 3600 RPM		1
5	PRESSURE GAUGE,	2-1/2"	1
6	PRESSURE GAUGE,	2-1/2"	1
7	PRESSURE TRANSDUCER, 200PSI	1/4"	1
8	PUMP, CENTRIFUGAL		1
9	SKID, POLY	32"x48"	2
10	TANK, PRESSURE	2 GAL	1
11	VALVE, AIR RELIEF, FV-4	1/2"	1
12	VALVE, CHECK, GROOVED	3"	1
13	VALVE, BUTTERFLY, GROOVE, LEVER	3"	2



A	UPDATED DRAWING TO REFELCT NEW PART #'s, UPDATES	4/14/2023	TJM
REV.	DESCRIPTION	DATE	APVD
REVISIONS			
MATERIAL Piping: GALVANIZED, HDPE,		TITLE: BOOSTER SYSTEM PUMP STATION	
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: ±1/8" ONE PLACE DECIMAL: ±.10 TWO PLACE DECIMAL: ±.05 DO NOT SCALE DRAWING		PROJECT: SUPER NOVA	
SALESMAN:		LEVEL: 100% Build	
DRAWN: TJM		PART NO:	
DATE: 4/14/2023		JOB:	
SIZE: B		SCALE: NTS	
SHEET: 1 OF 5		REV A	


PRECISION PUMPING SYSTEMS
6515 BUSINESS WAY
BOISE, IDAHO 83716
208-323-5300
www.gopps.us



MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: January 2, 2024

Subject: **Resolution 04-2024 APPROVING AN INTERLOCAL AGREEMENT
BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR
BUILDING INSPECTION & PLAN REVIEW SERVICES**

The Attached Resolution No. 04-2024, approving an interlocal agreement between Okanogan County and the City of Omak for building inspection & plan review services, is forwarded for your consideration.

This agreement is to cover for out of town training, sick time, vacation, and unforeseen circumstances. Okanogan County has the staffing and expertise to provide the City with plan review and building inspection services.

The County has drafted an agreement which is used by several municipalities throughout the County. This agreement has been reviewed and approved by Mick Howe, City Attorney.

I support this resolution and recommend approval.

RESOLUTION NO. 04-2024

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR BUILDING INSPECTION SERVICES

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

WHEREAS the City of Omak could potentially have the need for building inspection and permit administration services; and

WHEREAS, Okanogan County has the staffing and expertise to provide the “as needed” building inspection and permit administration services to Omak; and

WHEREAS, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and Okanogan County, a copy of which is attached hereto as “Exhibit A”, for Building Inspection & Plan Review Services, is approved.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR BUILDING INSPECTION & PLAN REVIEW SERVICES

This Interlocal Agreement for building inspection and plan review services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the City of Omak, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Building Inspection Services. This Agreement contains provision related to the County providing Building Inspection and Plan Review Services to the City. Upon advance oral or written notice by the City, the County shall provide Building Inspection Services for the City. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. Building Inspection Services Definition. For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or posting on both party’s websites, and shall continue

and be in full force and effect until December 31, 2024, unless terminated sooner pursuant to paragraph 5.

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by City upon hiring City Building Inspector. The City may terminate this Agreement immediately upon written notice to the County that the City has hired a full-time building inspector for the City.

6. Administration, No separate Entity Created. The Mayor of the City, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided “as needed” and “as requested” by the City with a 48 hour advance notification. The County shall invoice the City monthly for the Building Inspection Services used by the City in the prior month. The City shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of “Building Inspection Services” in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the City at \$120 per hour, plus round trip travel expenses at \$60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the

administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancelation of the insurance except upon 30 days prior written notice to the City. The County shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the City within 30 days of the date this Agreement is effective.

Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The City shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the City which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of building inspection services by the County to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County
Attention: Building Official
123 North 5th Ave, Room # 114
Okanogan, WA 98840

b. Notice to the City:

City of Omak
Attention: Mayor
PO Box 72
Omak, WA 98841

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.

18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written

agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

Dated at Okanogan, Washington this ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Chris Branch, Chairman

Andy Hover, Vice Chair

Jon Neal, Member

APPROVED AS TO FORM:

ATTEST:

Esther Milner, Chief Civil Deputy

Laleña Johns, Clerk of the Board

Dated at Okanogan, Washington this ____ day of _____ 2023.

Cindy Gagne, Mayor

Attest:

Connie Thomas, Clerk/Treasurer

Approved as to Form:

City Attorney

MEMORANDUM

To: Omak City Council; Cindy Gagné, Mayor

From: Todd McDaniel

Date: January 2, 2024

Subject: Resolution 05-2024 Approving Police Department CBA

The attached Resolution 05-2024, Approving a Labor Agreement for the Years 2024 through 2026 Between the City of Omak and the Teamsters Local Union No. 760 Representing the Omak Police Officers and Sergeants, for your consideration.

The Current contract with the Police guild expired at the end of December. The new terms have been negotiated and approved by the Bargaining unit.

The agreement provides for base salary increases of 12% in 2021, 4% in 2025, and a 4% increase in 2026. The agreement includes increases to incentive pays, additional career development training, and defines required personal protective equipment. Lateral Hiring language was added to aid in recruiting experienced officers. Provisions for changing payroll dates are included.

This agreement has had review by our Personnel Finance Committee and our Labor Attorney's, Menke Jackson.

I approve this resolution and urge its adoption.

RESOLUTION NO. 05-2024

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A LABOR AGREEMENT FOR THE YEARS 2024 THROUGH 2026 BETWEEN THE CITY OF OMAK AND THE TEAMSTERS LOCAL UNION No. 760 REPRESENTING THE OMAK POLICE OFFICERS AND SERGEANTS

WHEREAS, the City of Omak Police Officers and Sergeants are represented by the Teamsters Local Union No. 760; and

WHEREAS, the labor agreement between the City of Omak and the Teamsters Local Union No. 760 expired on December 31, 2023 under its own terms; and

WHEREAS, a new labor agreement has been negotiated between the City and the Teamsters Local Union No. 760 for the terms and conditions of employment for the represented members of the Police Department for the period beginning on January 1, 2024 through December 31, 2026; and

WHEREAS, the City Administrator and the Teamster Union Representative have fairly negotiated the terms and conditions of this agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Omak, Washington do hereby approve the Labor Agreement for the years 2024 through 2026 between the City of Omak and the Teamsters Local Union No. 760, representing the Omak Police Officers and Sergeants, attached hereto as Exhibit "A", and authorize the Mayor to execute, the said document on behalf of the City.

INTRODUCED AND PASSED this _____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

COLLECTIVE BARGAINING AGREEMENT

by and between
the



CITY OF OMAK

And



**TEAMSTERS LOCAL UNION No. 760
OMAK POLICE OFFICERS AND SERGEANTS**

January 1, 2024 to December 31, 2026

PROPOSED VOTING DOCUMENT – UNION PREPARATION
12/11/2023

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PREAMBLE

This Agreement is made and entered into by and between the City of Omak, Washington, hereinafter referred to as the “Employer”, and Teamsters Local Union No. 760, hereinafter referred to as the “Union” for the purpose of establishing certain wages, hours and working conditions affecting the employees as well as increasing the general efficiency of the City Police Department and maintaining harmonious relations between the City, its employees, and the Union. To accomplish the foregoing, the parties agree to the following Articles within this Agreement.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the designated representative for full-time and regular part-time commissioned police officers of the City of Omak Police Department, excluding the Chief of Police, and all other employees of the Employer.

ARTICLE 2 – UNION MEMBERSHIP

- 2.1** Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 2.2** The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days’ notice of any change in the dues structure and/or the initiation fee structure.
- 2.3** When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address and classification of the employee hired.
- 2.4** When provided with a “voluntary check-off” authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee’s pay, the Union’s applicable dues and/or service fees, as prescribed in the “voluntary check-off” form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
- 2.5** Dues Cancellation. An employee may cancel payroll deduction of dues by written notice to the Union and the Employer. The cancellation will become effective on the second payroll after receipt of the notice.

- 2.6** The union shall indemnify, defend and hold the employer harmless from and against any claims, lawsuits and actions made or instituted against the employer for good faith effort to comply with this article, including any lawsuits or actions naming the employer as a party, resulting from any “check-off” of dues for the union. The union shall refund to the employer any amounts paid to it in error on account of the “check-off” provision upon presentation of proper evidence thereof.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1** Retention of Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage its affairs or any part thereof. The City retains all prerogatives, functions and rights not specifically limited by this Agreement.

A. The City shall have no obligation to negotiate with the Union with respect to any decision, in the exercise of its discretion, regarding the below listed subjects. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement. Without limitation, the parties agree the following examples are within the exclusive prerogatives, functions, and rights of the City:

1. To establish the qualifications for employment and to employ employees;
2. To determine the mission policy and set forth all standards of service offered to the public by the City and the Police Department;
3. To determine the means and methods needed to carry out departmental operations and service;
4. To introduce equipment and facilities;
5. To take whatever action is necessary to carry out the mission of the City in emergencies;
6. To determine the department budget;

- 3.2** Subject to the rights and obligations of the parties set forth in RCW 41.56, the City in addition retains the following rights:

1. To establish the makeup of the Police Department's work force and make changes from time to time, including the number and kinds of classifications, and direct the work force toward the organizational goals established by the City;
2. To plan, direct, schedule, control, and determine the operations or services to be conducted by the employees of the Police Department and City;
3. To approve and schedule all vacations and other employee leaves;
4. To assign or transfer employees within the Department or police-related functions;
5. To assign work to, and schedule employees;
6. To lay off employees as deemed necessary by the City;
7. To eliminate equipment and facilities.

The inclusion of numbers 1 through 7 of Section 3.2 shall not be interpreted as a waiver by the Union of any bargaining rights or obligations under RCW 41.56.

Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City Council and/or other elected officials and/or department heads and the rights and obligations owed thereby to the citizenry.

- 3.3** Contracting Out: The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, the Employer agrees to attempt to transfer impacted employees to similar employment within the City or with the subcontractor.

ARTICLE 4 – DEFINITIONS OF EMPLOYEES

- 4.1** Regular Full-time Employee: A regular police officer is one who has been approved by the Civil Service Commission, has served the probationary period set forth in Section 4.3, and is employed on a full-time basis. Full-time

basis means regularly scheduled employment requiring work between thirty-two (32) and forty (40) hours per week. Such employees shall be entitled to accrue those wages and benefits provided by this Agreement and are subject to the conditions of this Agreement.

- 4.2** Regular Part-time Employee: A regular part-time employee is one who has served the probationary period set forth in Section 4.3, and who may work less than thirty-two (32) hours per week.
- 4.3** Probationary Employee: A probationary employee shall be defined as any new hire employed for the purpose of becoming a regular or regular part-time employee and is one who has not completed twelve (12) consecutive calendar months of service with the Employer, following the successful completion of the Basic Law Enforcement training course, with a total maximum of eighteen (18) consecutive calendar months of service. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period the employee may be discharged for any reason without recourse to any part or provision of this Agreement or to any appeal.
- 4.4** Lateral Transfers. Employees who laterally transfer to the Omak Police Department and who possess a Washington State Peace Officer Certification from the Washington State Criminal Justice Commission, shall serve a one (1) year probationary period from date of hire. Lateral transfers who do not have a Law Enforcement Equivalency Academy Certificate shall serve a one (1) year probationary period from date of hire, but as a condition of continued employment, shall pass the Washington State Equivalency Test and obtain Washington certification within that one (1) year of probation. Failure to obtain proper Washington certification within the probation year will result in immediate termination of employment.
- 4.5** Off Duty Employment: No employee shall undertake off duty employment which conflicts with police employment or which limits or prevents the employee from performing all duties of the position of commissioned police officer. This time shall not be considered time worked. The officer shall obtain prior approval from the Chief before undertaking outside employment. This includes prior approval to wear the uniform and personal equipment.
- A. Security employment that does not require the use of any City uniforms, equipment or the use of the law enforcement commission shall not be reasonably denied and will be approved by the Chief of Police.

ARTICLE 5 – SENIORITY

- 5.1** “Seniority”, as used in this Agreement, is determined by the length of an employee’s continuous service within the Omak Police Department since the employee’s last date of hire, including total military time if drafted while employed by the City or any other authorized leave up to a maximum of one (1) year.
- 5.2** The Employer will provide the Union with copies of the seniority list on January 1st, or at other times by mutual consent. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.
- 5.3** An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- A. The employee voluntarily leaves the service of the Employer, or
 - B. The employee is discharged for just cause, or
 - C. The employee is discharged during the probationary period, or
 - D. The employee is laid off for a period in excess of twenty-four (24) consecutive calendar months.
- 5.4** Transfer: A regular employee in one classification may be considered for transfer to a position in another classification having the same or higher salary range, provided the employee has at least the minimum qualifications for the position to which the transfer is proposed, provided the Employer desires to fill the position and provided it is in accordance with Civil Service Regulations, if required.
- 5.5** An employee who is promoted shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. If the promoted employee declines within twelve (12) consecutive calendar months, the employee shall revert to the employee’s former position without prejudice.
- 5.6** Seniority shall be a factor in filling job assignments within the department provided the individual is otherwise qualified based on training, experience, performance and ability as determined by the Employer subject to the grievance procedure.

- 5.7** Employees who are laid off and rehired within two (2) years, shall maintain their years of service in effect at the time of layoff.

ARTICLE 6 – LAYOFF AND RECALL

- 6.1** The need for layoff or reduction in personnel shall be determined by the Employer. The least senior officer shall be the first laid off, provided the remaining employees can perform the work in a satisfactory manner. In the event of a vacancy in the department, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority. An employee who has been laid off shall be eligible for recall for a period of twenty-four (24) months following the layoff or reduction in personnel. Notification of eligibility for recall shall be made by certified mail to the employee's last known address. It is the obligation of the employee to maintain a current address with the City. Employee shall have ten (10) days following the date of notice in which to accept employment. If the employee fails to accept employment within ten (10) days of the date of the notice, recall rights shall be considered waived.
- 6.2** The parties agree an employee who promotes out of the Union to a position in the Department shall be able to revert back or bump back into the Union and retain employment based upon department seniority should such employee be laid off due to reduction in force or elimination of position.

ARTICLE 7 – UNION ACTIVITIES

- 7.1** The authorized and credentialed representatives of the Union shall be allowed admission to the Police Department subject to prior approval of the Employer for the purpose of observing conditions on the job and shall not unduly interfere with the employees during their working hours.
- 7.2** A Union Representative or designated alternate, shall be permitted reasonable time to investigate, present and process grievances on Employer's property, without loss of time or pay during their regular working hours, provided there is no interruption of the Employer's operation. With prior mutual agreement by the Union and the Employer, the Union Representative shall be permitted reasonable time to attend negotiations during regular working hours without loss of time or pay. Time spent in handling grievances during the Representative's regular working hours shall be considered working hours.
- 7.3** The name of the Union Representative/Shop Steward shall be certified in writing to the City by the Union.

ARTICLE 8 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 8.1** The Employer may discipline an employee only for just cause, inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Omak Civil Service Commission, but not necessarily limited thereto. Discipline shall be carried out in a manner that is least likely to embarrass the employee before other employees or the public.
- 8.2** Disciplinary action or measures shall include only the following:
- A. Verbal warning,
 - B. Written reprimand,
 - C. Suspension without pay,
 - D. Demotion,
 - E. Discharge.
- 8.3** The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on the just cause principles including, but not limited to the following: an employee's prior record of service, length of service, severity of offenses and prior record of discipline; and the order in which these criteria appear is not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Chief under this concept:
- A. First offense – verbal warning.
 - B. Second offense – written warning or reprimand.
 - C. Third offense – suspension without pay.
 - D. Forth offense – demotion or discharge.
- 8.4** Notwithstanding subsection 8.3 above, the Employer may suspend without pay or discharge an employee for serious misconduct without resort to progressive discipline.
- A. The Employer may suspend without pay immediately upon a finding of probable cause of the commission of a felony or serious crime by any court of competent jurisdiction, pending a criminal and/or administrative investigation.
- 8.5** The Employer shall issue a complaint regarding an employee's work or conduct not later than thirty (30) days after the incident or conduct has been

discovered, investigated, and the Employer determines the incident or conduct could be a basis for discipline.

- 8.6** The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse.
- 8.7** Any disciplinary action, except verbal warnings, shall not be final unless affirmed in writing by the Employer. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.
- 8.8** The employee shall have the right to have a disciplinary action reviewed for just cause and severity of discipline through either of the following procedures. An appeal can be made through the grievance procedure as outlined in Article 9, or through the Omak Civil Service Commission. The decision to appeal must be exercised within ten (10) calendar days of the disciplinary action otherwise the appeal shall be null, and void and the disciplinary action shall remain as taken. Only one procedure may be chosen to appeal disciplinary action.
- 8.9** Should an employee choose to file a written demand for investigatory hearing regarding the disciplinary action through the Omak Civil Service Commission, the matter shall be handled in accordance with the procedures as contained in the rules and regulations of the Omak Civil Service Commission. If the employee makes this selection, the Union may not exercise an appeal under the grievance procedure, Article 9.
- 8.10** Should the Union choose to grieve a disciplinary action through the provisions of the Grievance Procedure, the matter will be handled in accordance with Article 9. The Union's selection of using the grievance procedure shall be binding on the employee and the employee may not exercise an appeal to Civil Service.
- 8.11** An employee may request the removal of prior verbal reprimands or verbal warnings after one (1) year from the date of the incident. An employee may request the removal of prior written reprimand notices after two (2) years from the date of the notice, provided that there are no other disciplinary notices in the employees' file. An employee may request the removal of a prior suspension after four (4) years from the date of the notice. The decision to remove prior suspension notices is at the discretion of the employer. Notices of discipline and other disciplinary documents/records that have been removed from the employee's file in accordance with this section shall not be utilized as part of a future disciplinary action against any

employee, but shall be maintained and preserved by the Employer in accordance with Washington law and section 8.11.1 of this Agreement.

1. The Union and the Employer recognize and agree that RCW 40.14.070(4) requires that personnel records for any peace officer or corrections officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. In order to comply with these statutory requirements, the parties agree that an employee's personnel records shall be retained, kept, stored, and maintained within the employee's personal files for the entirety of the time period required by RCW 40.14.070(4); however, those personnel records shall not be utilized for the purposes of future disciplinary action after the above listed timelines in section 8.11. For purposes of this section, the term "personnel records" shall include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in RCW 43.101.095 and 43.101.135.
 - A. Supervisory notes or comments maintained for the purpose of completing employee evaluations are not considered "personnel records" and may be maintained by supervisory or command officers' until an evaluation is completed or twelve calendar months from the date of the note, whichever occurs first.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 9.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement between the Employer and the Union.
- 9.3 Any party who believes that they have a grievance alleging a misinterpretation or misapplication of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.

- 9.4** The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 9.5** If any party fails to file a grievance within fourteen (14) calendar days from the date of the occurrence or when the party reasonably should have known of the occurrence, then said party forever waives the grievance as well as all rights and remedies with regard to said grievance. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 9.6** A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by the employee's Union representative, or a representative of the employee's own choosing, if the employee feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within fourteen (14) calendar days of the date of disciplinary action or within fourteen (14) calendar days from the date of another type of occurrence.
- 9.7** The formal grievance procedure shall be as follows:

Step 1:

- A. If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the Police Chief within fourteen (14) calendar days from its occurrence. The Police Chief shall respond in writing within fourteen (14) calendar days after receiving said grievance.
- B. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the Police Chief within fourteen (14) calendar days from the disciplinary action.

Step 2:

If the grievance has not been resolved at Step 1, either party to this Agreement may refer unsettled grievances to the Mayor for resolution. Thereafter, the Mayor shall respond in writing to the aggrieved party within fourteen (14) calendar days.

Step 3:

If within fourteen (14) calendar days a grievance has not been settled by the Mayor and agreed upon by both parties, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the City and the Union. If the City and the Union are unable to agree upon an arbitrator within five (5) days after they meet to determine such an appointee, either party may request the Public Employment Relations Commission (PERC) to supply a list of seven (7) names to be alternately struck until one (1) name remains to act as arbitrator.

9.8 Decision – Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.

9.9 Limitations – Scope – Power of Arbitrator:

- A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- B. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- C. The arbitrator shall consider and decide only the question or issue raised up to Step 2, unless otherwise stipulated by the parties.
- D. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The arbitrator shall also have the authority to receive evidence and question witnesses.

9.10 Arbitration Award – Damages – Expenses:

- A. The arbitrator shall not have the authority to award punitive damages.
- B. Each party hereto shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 10 – NO STRIKE AND NO LOCKOUT

10.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize, or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.

10.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the employee is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.

10.3 The Employer agrees that there will be no lockouts.

10.4 Nothing contained herein shall preclude the Employer or Union from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.1 Basic Work Period. The basic work period shall consist of four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off in a seven (7) day work period, defined as 0001 hours on Monday through midnight (2400 hours) on Sunday.

1. Shift starting and expiration time shall be consistent with the schedule determined by the Chief of Police.
2. No overtime shall be paid for regularly scheduled Saturdays and Sundays worked that fall within the above-mentioned “Basic Work Period” guidelines. The Employer will not revise the regular work schedule in order to avoid payment of non-scheduled overtime.
3. The Employer may, upon mutual agreement with the Union, enact a different basic work period on a permanent or semi-permanent basis, that would include a 12-hour work period, utilizing a 28-day work cycle. For the purpose of the FLSA 7K exemption, overtime shall be defined as any time worked over a total of 171 hours in a 28-day work cycle or any time worked in excess of the scheduled twelve (12) hours on a workday.
 - a. “Kelly Time”, officers assigned to work the twelve (12) hour work schedule shall be provided with four (4) hours of additional time off for each pay period, for a total of eight (8) hours each calendar month.
 - b. Officer may elect to receive eight (8) hours of straight time pay each month in lieu of the addition time off for “Kelly Time”.

11.2 Overtime and Compensatory Time.

1. Overtime. Overtime is work performed in excess of the scheduled work period as provided in Section 11.1 above (7 days, 40-hour threshold, as applicable, pursuant to Section 7(k) of the Fair Labor Standards Act), for hours actually worked which is subject to prior authorization by supervisory or command personnel. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's FLSA straight time rate.
2. Paid Leave Counted as Hours Worked. All compensated hours during the scheduled work period will be counted as hours worked for the purpose of computing overtime.
3. Department Training. Hours spent by employees in Employer-mandated training shall be considered hours actually worked for purposes of computing overtime, if any, pursuant to Section 11.1 above. Training does not include sleep time or time spent as a passenger in transit outside the normal workday. Driving time outside the normal workday may be equally split by passengers in the same vehicle, and such driving time is considered time worked.

11.3 Work schedules showing the employee's shifts, workdays, and hours shall be posted at all times. Schedules will be posted six (6) months in advance. Except for emergency situations, work schedules will normally be changed only after consultation with employee or employees affected and the Employer and such changes shall normally be posted two (2) weeks prior to becoming effective. In cases of emergency two (2) weeks prior notice shall not be required, and hours of work may be extended or shifts changed to meet the needs of the department as determined by the Employer.

1. Emergency shall be defined of natural disasters, major unforeseeable events or other occurrences that are beyond the employer's control. Failure of the Employer to anticipate foreseeable changes shall not be considered an emergency. If the Employer changes an employee's work shift, workday and our hours with less than two (2) calendar weeks' notice, the employee shall be entitled to being paid at the overtime rate of one and one half (1 1/2) their regular rate for all hours outside of their normally scheduled work shift or work period.

11.4 Work shifts set by the Chief of Police shall be rotated for patrol officers as near to every three (3) months as possible as determined by the Chief of Police.

- 11.5** Meal Periods. All employees shall be granted a lunch period not to exceed thirty (30) minutes during each work shift.
- 11.6** Lunch and Breaks. All employees shall be entitled to a fifteen (15) minute rest break in the first half of their shift and another fifteen (15) minute break in the second half of their shift, as well as a thirty (30) minute lunch break during the shift. During such breaks, the employee shall be available for call to assure delivery of services to the community. Said breaks shall be controlled by the supervisor on duty and may be scheduled by him/her. Employees on the twelve (12) hour schedule shall have three (3) rest breaks, one (1) during each four (4) hour portion of their shift.
- 11.7** Distribution. Overtime work shall be distributed equally as feasible to employees working within the same job classification. The distribution of overtime shall be equalized as feasible over each six (6) month period beginning the first day of the calendar month following the effective date of this Agreement, or on the first day of the calendar month this Agreement becomes effective.
- 11.8** Call-Out. Call-Out shall be defined as time when the employee has left work and is called back to work outside the employee's regular shift. An employee who is called out to work, other than the employee's regularly scheduled shift, shall be paid a minimum of three (3) hours or paid the actual time worked if the time worked is more than three (3) hours of each call-out at one and one-half (1 & 1/2) times the employee's regular straight-time rate. For court appearances, the three (3) hour minimum shall not apply if the court appearance is one-half (1/2) hour or less prior to the start of the employee's shift. A minimum three (3) hours shall also not apply to an extension of the shift.
- A. For scheduled department meetings, officers shall be paid a minimum of two (2) hours. If the scheduled meeting exceeds the two (2) hour minimum, the officer shall be paid for the actual time worked.
- 11.9** The terms "bona fide emergency" or "emergency" include a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; or event(s) beyond the control of the Employer.
- 11.10** Compensatory Time. An employee may receive compensatory time off in lieu of overtime pay when agreed upon by the Employer. Compensatory time will be accrued at one and one-half (1 ½) hours for each hour of overtime worked. Compensatory time may be accumulated to a maximum of forty (40) hours.

11.11 School Resource Officer scheduling. If the Employer and the school district implement an SRO position, the Employer may implement a five (5) day eight (8) hour basic work period for the SRO, beginning on Monday and ending on Friday with Saturday and Sunday off. The work period shall not include any split shifts or modified work times except by mutual agreement between the Employer and the employee.

- A. It is understood by both parties that the scheduling of time off for vacation for the SRO shall be primarily based on the school calendar and shall not be part of the normal patrol vacation request process. Time off requests during the school calendar may be granted on a case-by-case basis.
- B. An officer assigned to the SRO duties shall receive an incentive of 5% of their base salary. This incentive shall include periods when the school is not in session (Summer break), provided the officer will be assigned to the SRO duties when the break is concluded.

ARTICLE 12 – SICK LEAVE

12.1 Eligible employees shall earn eight (8) hours of sick leave for each month of employment and may accumulate sick leave to a maximum of nine hundred sixty hours (960). Unused, accrued sick leave shall be purchased from the employee at twenty-five percent (25%) of the current value, such accrual not to exceed nine hundred sixty hours (960), upon termination of the employee from the City of Omak for any reason other than dismissal for cause.

12.2 Regular part-time employees shall earn eight (8) hours' sick leave for every one hundred seventy-three (173) hours scheduled work, to be accumulated to a maximum of two hundred forty hours (240).

12.3 Employees shall be eligible for sick leave after thirty (30) days service with the employer.

12.4 A deduction of one (1) hour of sick leave shall be made for each hour of absence due to illness, injury, or medical treatment related to pregnancy. The rate of sick leave shall be the same per day as that paid the employee per working day.

12.5 In the event an illness, injury, medical treatment, or doctor's appointment does not require an entire day, sick leave shall be deducted on the basis of one (1) hour increments.

12.6 If an employee is on vacation and becomes sick or disabled, they may charge such absence to their accumulated sick leave account by satisfactory notice to his Employer. The scheduled time off shall be deferred

to a later time except in the event that the employee is out of sick leave in which case the absence shall be charged to the employee's accumulated annual leave.

12.7 Any illness requiring time off must be reported to the Chief of Police on or before the first day of the absence, and the employee shall keep the Employer apprised of each subsequent day(s) of absence. If such illness exceeds three (3) consecutive workdays, the Employer may require a doctor's certificate consistent with the requirement of the Americans with Disabilities Act (ADA) and RCW 49.46 and Chapter 296-10-28 WAC. Sick leave pay is subject to the approval of the Employer.

12.8 Any employee found to have abused the provisions of a sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.

12.9 Medical Leave: Leaves of absences without pay or benefits for temporary disability (i.e., illness or injury) may be granted by the Employer to an employee who has completed the probationary period provided, however, that medical verification may be required. Medical leave shall not exceed one (1) year in duration unless extended by the Employer.

12.10 Application & Authorization:

A. Any request for leave of absence shall be submitted in accordance with Civil Service regulations.

B. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

C. In the event of sickness, disability, in the employee's immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law) the employee shall also be granted sick leave with pay.

12.11 Disability Leave: Any employee injured on the job and receiving sick leave pay, who is eligible for time loss payments under the Workman's Compensation Law shall, for the duration of such payment receive only that portion of the employee's regular salary which together with said payments, will equal the employee's regular salary. In order not to work an undue hardship on the employee caused by the time lag involved in time loss payments, the employee shall be paid sick leave accrued to equal full salary and upon receipt of time loss payments shall endorse said payments to the City. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the City is not reimbursed by the

Workman's Compensation endorsed to the City. Sick leave pay shall be integrated with any health and welfare plan, income benefit or State Workman's Temporary Disability Compensation, schedule of benefits so that the sum of the daily sick leave allowance hereunder, and the aforesaid health and welfare plan, and accident and sickness income benefit or state disability benefits shall not exceed one hundred percent (100%) of the regular daily rate of pay for any one day.

- 12.12** Inability to return from disability or medical leave: Should medical evidence establish an employee is unable to perform all duties of a police officer, the Employer may hire a regular employee to fill the injured employee's position. If during an authorized medical or disability leave of absence, medical evidence indicates the employee is stationary and will not be able to recover from the illness or injury and not perform all of the duties of the job, the City may terminate the employment relationship. Termination of employment under such circumstances shall not affect the employee's right to any state industrial compensation or other applicable benefit.
- 12.13** Maternity Leave: Accumulated sick and annual leave may be used for maternity leave(s), in which case the employee will be paid to the extent of the sick leave and annual leave used. Maternity leave may thereafter be granted without pay, provided, however, the length of the leave shall be determined by the employee's doctor, in compliance with applicable law. The Employer may grant such leave for up to twelve (12) consecutive calendar months.
- 12.14** Employees hired on or before the 15th of the month shall be considered employed for the full month for purposes of sick leave.
- 12.15** Bereavement Leave: Employees shall be provided with three (3) working days (based on their scheduled shift hours) of bereavement leave in the event of a death in their family to make arrangement for or attend funeral services. Additional time may be approved by the Chief of Police. Any additional time past the initial three days shall be charged to either Sick Leave or Annual leave at the option of the employee. **For the purpose of bereavement leave, family shall include the definition of family included in RCW 49.46.210 or its successor.**
- 12.16** An employee on leave without pay shall not accrue vacation, sick leave, holidays or be eligible for Employer paid health and welfare benefit.

ARTICLE 13 – ANNUAL LEAVE

- 13.1** Every regular employee shall be eligible for paid annual leave after six (6) months of service with the Employer. Employees shall start to earn annual leave allowance as of their date of hire.

13.2 Annual leave allowances which are a combination of vacation leave and holidays (Article 14) shall be earned annually based on the following schedule:

- A. From hire through the fourth (4th) year: 15.33 hours per month
- B. For the fifth (5th) year: 18.66 hours per month
- C. For the sixth (6th) year: 19.33 hours per month
- D. For the seventh (7th) year: 20 hours per month
- E. For the eighth (8th) year: 20.66 hours per month
- F. For the ninth (9th) year: 21.33 hours per month
- G. For the tenth (10th) year: 22 hours per month
- H. For the eleventh (11th) year: 22.66 hours per month
- I. For the twelfth (12th) year: 23.33 hours per month
- J. For the thirteenth (13th) year: 24 hours per month
- K. For the fourteenth (14th) year: 24.66 hours per month
- L. For the fifteenth (15th) year: 25.33 hours per month

Such hours will be accrued month-by-month beginning with the first full month's employment but may not be used by the employee until after the end of six (6) months of continuous employment. Annual leave earned in the first six (6) months of employment shall not be paid out to an employee terminating prior to six (6) months of continuous service.

13.3 Employees who begin employment on or before the 15th of a calendar month and work continuously through the calendar month shall receive credit for that month. Employees who leave employment but are compensated through the 15th of the month shall receive credit for that month.

13.4 If the Employer requires an employee to work a previously scheduled vacation and the employee attempts but is unable to reschedule the annual leave prior to the end of the year causing the employee to exceed two hundred and ninety-six (296) hours, the employee shall be paid for those hours in excess of two hundred and ninety-six (296).

13.5 Annual Leave Pay: The rate of annual leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's annual leave period.

13.6 Choice of Annual Leave Period: Annual leave shall be granted at the time requested by the employee subject to mutual agreement. If the nature of the work makes it necessary to limit the number of employees on annual leave at the same time, an employee with greater seniority shall be given the employee's choice of annual leave period in the event of any conflict, providing the senior employee requests that annual leave period off, at least

thirty (30) calendar days prior to the first day of the junior employee's requested annual leave days off. In order to secure their bid, an employee must bid at least thirty (30) calendar days prior to the commencement date of the annual leave period.

13.7 Working During Annual Leave Period: Any employee who is requested and does work during an annual leave period shall be paid for regular hours at a rate of time and one-half (1-1/2) their regular rate for all hours worked for the first day's shift. In addition, the employee's annual leave (with pay) shall be rescheduled to the first mutually agreeable future period of time.

13.8 Annual Leave Rights in Case of Layoff or Separation: Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their annual leave, shall be compensated in cash for the unused annual leave the employee has accumulated at the time of separation.

13.9 Vacation Cash-out: Employees may cash out up to eighty (80) hours of vacation per calendar year upon written request. No cash out will be approved which draws the employees' vacation request below 120 hours.

1. Employees may make one request per calendar year. The request shall be made to payroll at least 15 calendar days prior to the next payroll period.

ARTICLE 14 – MILITARY LEAVE

In case of military leave, the Employer abides by the provisions of the laws of the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to leave with pay as provided by RCW 38.40.060.

ARTICLE 15 – COMPENSATION FOR WITNESS OR JURY DUTY

An employee shall continue to receive their regular salary for any period of required service as a summoned juror or witness subpoenaed by the Employer. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on the employee's own time to apply for such fees. Employees, except employees working graveyard, will be expected to report for work when less than a normal workday is required by such duties. Employees working graveyard may be required to work, at the discretion of the Employer, if released from jury duty or as a subpoenaed witness prior to 5:00 p.m. In the event the employee is not required to return to work, the employee will be paid at straight time for court time.

ARTICLE 16 – HOLIDAYS

16.1 The following are holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Juneteenth	
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday
Labor Day	

16.2 Employees shall work in their regularly scheduled shift on all state and federal holidays. In lieu of paid holidays, each employee shall receive one (1) working day off per month for each such holiday. Holidays will be considered part of annual leave. Employees whose shift starts during one of the designated holidays shall be paid at one and one-half (1 ½) times the employee's regular straight time rate for all hours worked on the shift.

ARTICLE 17 – CLOTHING AND CLEANING ALLOWANCE

17.1 Uniforms: If any employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer. Uniforms are wash and wear and shall be maintained by the employee, except in extraordinary case where the City will clean the uniform with approval by the Chief. The cost of maintaining the protective device in proper working condition, (tailoring, dry cleaning of ties, jacket, and jumpsuit) shall be paid by the Employer with approval by the Chief.

17.2 Footwear: Each employee shall be provided \$200 per year for the purchase of approved footwear. Such footwear shall be worn as part of the uniform.

17.3 New employees: Upon hire, all employees will be fitted with a minimum of two (2) winter uniform sets and two (2) summer uniform sets. The new employee shall be provided with the following duty gear (minimum issue items), including a duty belt, under belt, holster, pistol, rifle (AR-15 or with optics and suppressors, two (2) sets of handcuffs and handcuff carrier (s), flashlight and flashlight holder, OC spray and holder, Taser and Taser holster, ballistic vest (level 2A min) with external carrier. (The City agrees to have the AR-15's, optics and suppressors supplied by 07/01/2025 to all officers).

A. Employees attending the law enforcement academy shall be provided the listed uniforms and equipment specified by the Criminal Justice

Training Commission as necessary for attendance at the academy, in addition to the standard uniform and equipment items.

- B. Officers that have an acceptable personally owned firearm may request approval to carry the firearm on duty. If the officer is approved to carry a personally owned duty pistol, the City is not required to issue a City owned pistol.
- 17.4** Each employee, following their first year of employment shall be allotted as part of the budget process a minimum of \$700.00 for replacement and upgrade of their issued duty equipment. The employee shall submit a request to the Chief of Police, listing the item and the cost. If the item is approved for duty use, the Chief of Police or his/her designee shall purchase and issue the item to the officer.
- 17.5** Employees assigned to special duties, detectives or other assignments that may require off-duty wear, may utilize the \$700.00 budget allotment for purchase of specialized clothing and/or equipment with the approval of the Chief of Police.
- 17.6** The issuance and replacement of ballistic vests is excluded from the yearly budgeted allowance for each officer. The Employer agrees to issue and replace vests in accordance with the manufacturer's recommendations and in compliance with any applicable law.

ARTICLE 18 – HEALTH AND WELFARE

- 18.1** Medical: Effective January 1, 2024, (Based on December 2023 hours) the Employer agrees to provide medical and group health insurance coverage for each employee and their dependents, through Washington Teamsters Welfare Trust, for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month, as follows:

WTWT Medical Plan A, including ancillary benefits.
Life and AD&D Plan A - \$30,000.00 with \$3,000.00 dependent Life
Time Loss Plan E - \$500.00 per week
9-month Disability Waiver

- 18.2** Dental: Effective January 1, 2024, (Based on December 2023 hours) above the Employer agrees to pay into the Washington Teamsters Dental Trust for Plan "A" for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month to provide dental coverage for the employee and their dependents.

- 18.3** Vision: Effective January 1, 2024, (Based on December 2023 hours) above the Employer agrees to pay into the Northwest Benefits Network Vision Trust for the Extended Vision Plan, for each of its Union employees covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month for the purpose of providing vision coverage for the employee and their dependents.
- 18.4** Retiree Health Care: Effective January 1, 2024 above the Employer agrees to pay into the Retiree's Welfare Trust for the RWT Plus XL plan for each employee covered by this Agreement who were compensated for eighty (80) hours or more in the preceding calendar month.
- 18.5** Contributions for the Teamster Trust Benefits: The total amount due shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The City agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and accurate recording of such hours and such amounts paid on behalf of each member of the unit.
- 18.6** Maintenance of Benefits: Effective January 1, 2024 for the term of this Agreement, The City of Omak shall remit the total cost of benefits outlined above to the Washington Teamsters Welfare Trust each month. The City of Omak shall be responsible for and shall pay the cost of benefits under Washington Teamsters Welfare Trust Plan "A", plus the outlined ancillary benefits, along with Dental Plan "A", Vision Plan EXT and the Retiree Health Care benefits as outlined above.

ARTICLE 19 - DRUG TESTING POLICY

- 19.1** Purpose. The City has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the City to screen or test employees to determine the presence of alcohol and/or controlled substances.
- 19.2** Prohibition Regarding Alcohol and/or Controlled Substances. The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on City property, in City vehicles, or in personal vehicles while conducting City business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.

- A. The use of Marijuana or marijuana products containing measurable amounts of THC or cannabinoids as listed below are considered a controlled subject and prohibited, regardless of any medical prescriptions.
 - B. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action that may include discharge.
 - C. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor consistent with the Americans with Disabilities Act (ADA). Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the effects a substance may have on that employee, may be appropriate.
 - D. In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.
 - E. In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over the counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.
 - F. Violation of this section of the Agreement will result in disciplinary action which may include discharge.
- 19.3 Current Employee Substance Abuse Testing.** The applicable substance abuse testing procedures outlined below may be initiated if one (1) of the following events occur:
- A. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances.

- B. Where the employee is involved in any accident due to the negligence, inaction or inattention of the employee which results in loss of human life or serious accidents involving bodily injury.
- C. Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.
- D. All relevant facts pertaining to an investigation conducted pursuant to the above provisions will be documented in writing and preserved for future reference by the City and the Union.

19.4 Substance Abuse Testing Procedures.

- A. The Employer will transport the suspected employee to a pre-determined testing facility.
- B. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
- C. The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph (f) below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by a NIDA/SAMHSA approved lab. The breath sample will be analyzed by certified law enforcement personnel or medical facility.
- D. Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph (f) below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine

sample within a twenty-four (24) hour time frame, that action will result in disciplinary measures that may include discharge.

- E. After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee may be suspended from work with pay until the test results become available and are evaluated.
- F. All specimens will be forwarded to a NIDA/SAMHSA approved lab for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. The confirmatory test shall be the GC/MS test.

19.5 Levels. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	<u>Test Level (ng/ml)</u>
Amphetamines.....	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids.....	100
Cocaine metabolites	300
Methadone.....	300
Methaqualone	300
Opiates (Codeine).....	300
Opiates (Morphine).....	300
Phencyclidine (PCP).....	25
Propoxyphene.....	300
Level of the positive result for ethyl alcohol	0.04 gr/dl

- A. All specimens identified as positive on the initial screening shall be confirmed by GC/MS techniques at cut off levels under the rules of the Department of Transportation (DOT) 49 CFR, Part 40, Section 40.29(f).

19.6 Test Results and files: The laboratory will communicate the test results to the Department Head. The Department Head will evaluate those results and confer with the Mayor to determine the City's course of action.

- A. Test results will be stored at the Personnel Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted--only the Mayor, City Administrator, the

applicable Department Head and employee will have access. All records will be treated in the most confidential fashion by the City and the Union. Disclosures, without employee consent, may occur when:

1. The information is compelled by law or judicial or administrative process.
 2. The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 3. The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
- B. All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the Employer.
- C. Should analysis of the specimens indicate a negative level of a substance in an employee's system, the employee will be reinstated to the employee's former position. All test results shall be kept in the Personnel Office in accordance with 19.6(A)
- D. Should analysis of the specimens indicate a positive level of a substance in an employee's system, the City will have the following options:
1. Discharge the employee; or
 2. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug/alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or vacation during this ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. The City reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The

employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee will be reinstated to the employee's former position when the following conditions have been met:

- a. The employee has successfully completed the treatment program; and
 - b. The attending counselor has formally released the employee to return to work; and
 - c. The employee agrees to submit to a substance abuse test.
3. During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs and/or controlled substances at any time, with or without cause. Any subsequent violation of this Agreement will be grounds for immediate discharge.

19.7 Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 19.6 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 19.6(D)(2) above.

19.8 Employer Conducted Searches. The City reserves the right to conduct searches of City property, vehicles or equipment at any time or place. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

ARTICLE 20 EXPERIENCED PERSONNEL

20.1 Experienced lateral new hires may receive credit, up to 50% for pay, longevity and vacation accrual, for their service time as a fully commissioned law enforcement officers. Lateral Officers shall be placed on the appropriate scale at the discretion of the Employer. Once placed on the wage scale, the lateral hire employee shall advance to the next higher step after completion of the number of months required, including the time credited upon initial hire.

1. Any service time credit shall be for the purpose of computing pay, longevity and leave accrual rates only. Service time credit shall have no effect on seniority rights.
2. The City may apply the lateral hire rules to Employees who have been hired within the last five (5) years.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

- 21.1** Discrimination: The Employer and the Union agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, mental, physical, or sensory handicap except as allowed or provided by law.
- 21.2** Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 21.3** Career Developmental Training. The Employer agrees to comply with all Washington State Criminal Justice Training Commission or other statutorily required training. In addition to the required training, each officer shall be afforded the opportunity to attend an additional career development training course, of 24 or 40 hours in length, from a certified or accredited training source on an annual basis.

ARTICLE 22 - SAVINGS

Should any section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 23 - CLASSIFICATION/WAGES

- 23.1** Wage schedule set forth in Appendix "A" reflects the following:
- 23.2** Effective January 1, 2024, the wages for Patrol Officers will be increased by twelve (12%) percent above the 2023 monthly wage rate.
- 23.3** Effective January 1, 2025, the wage for Patrol Officers will be increased by four (4%) percent above the 2024 monthly wage rate.

23.4 Effective January 1, 2026, the wage for Patrol Officers will be increased by four (4%) percent above the 2025 monthly wage rate.

23.5 The Sergeants wage shall be set at fifteen 15% above the top step of the officer's wage.

23.6 The salaries and wages of employees shall be paid monthly on the seventh (7th) business day of the month, for the preceding month. Full-time employees and regular part-time employees shall be paid, upon request, a mid-month advance (21st day of each month) of approximately one-half (1/2) of their monthly net pay (based on their base pay).

1. The City may continue (current practice) to pay on the 1st and the 15th of each month until the pay date change is made during the term of this Agreement. The city will provide a minimum of 90 days' notice to the employees prior to implementing the pay date change.

23.7 Longevity: In addition to the established wage rate, each employee shall be given additional compensation as follows:

5 years	1.5% of Base Pay as determined by Appendix "A".
10 years	2.5% of Base Pay as determined by Appendix "A".
15 years	4% of Base Pay as determined by Appendix "A".
20 years	5.5% of Base Pay as determined by Appendix "A".

23.8 Education Incentive: Employees shall receive as additional compensation 2% of their monthly Base Pay as determined by Appendix "A" for an AA, or 90 credit hours; and 3% of their monthly Base Pay as determined by Appendix "A" for a BA or BS degree.

23.9 Specialty Incentive Pay: The City recognizes four specific training positions to provide necessary training to members of the Omak Police Department and employees of other agencies in training offered by the City of Omak. These Certifications are: Field Training Officer; Firearms/Taser Instructor; Emergency Vehicle Operation and Defensive Tactics, Patrol Tactics Instructor. The assignment to instructor positions is at the discretion of the Chief of Police. Officers who are assigned as an instructor will be paid an additional 1% of their Base Pay as shown on Appendix "A". If an officer holds two certifications the officer will be paid 2% of his/her Base Pay as shown on Appendix "A".

Officers assigned as a Field Training Officer shall receive an additional 5% of their base pay as shown in Appendix "A" for all hours worked in any month during which they are assigned to provide the training.

- 23.10** Detective Pay: There is a Detective Position that is appointed by the Chief of Police from the ranks of the existing police force in his/her sole discretion. In recognition of the added responsibility assumed by the individual appointed to the Detective Position, the Position will have an additional six (6%) per month added to his/her Base Pay as shown on Appendix "A".

ARTICLE 23 - TERM OF AGREEMENT AND TERMINATION

23.1 This Agreement shall be binding on the City, the Union, and employees, and shall remain in full force and effect from January 1, 2023, except as otherwise indicated in this CBA to midnight, PST, December 31, 2025. Either party may, at least one hundred fifty (150) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party.

23.2 If no Agreement is reached for the calendar year following the effective dates of this Agreement, then the provisions of this Agreement shall remain in effect subject to Chapter 41.56, RCW.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2023.

FOR TEAMSTERS LOCAL 760:

FOR THE CITY OF OMAK:

Leonard J Crouch
Secretary Treasurer

Cindy Gagne
Mayor

APPENDIX "A" COMPENSATION

A1. Hourly & Monthly Wage Rates for Officers, Detectives and Sergeants

Effective	01/01/2024 12% Increase	01/01/2025 4% Increase	01/01/2026 4% Increase
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	Hourly	Monthly	Hourly*	Monthly	Hourly	Monthly
* Includes additional 2% Wage Increase for Article 18- Health and Welfare						
Officer Step 1	\$34.60	\$5,997	\$35.98	\$6,237	\$37.42	\$6,486
Step 1 - <i>Post Academy</i>	\$36.81	\$6,381	\$38.29	\$6,636	\$39.82	\$6,902
Officer Step 2	\$39.17	\$6,789	\$40.73	\$7,060	\$42.36	\$7,343
Upon Completion of the Police Academy and 12-month probationary period						
Officer Step 3	\$40.52	\$7,024	\$42.14	\$7,305	\$43.83	\$7,597
Upon completion of 3 years of service						
Officer Step 4	\$41.23	\$7,146	\$42.88	\$7,432	\$44.59	\$7,729
Upon completion of 5 years of service						
Sergeant	\$47.13	\$8,169	\$49.31	\$8,547	\$51.28	\$8,889
(Monthly Computation Method: Hourly Rate x 2080 hours / 12 months)						

A1.1 Employees without academy training shall advance to the academy trained level of Step 1 the first day of the month following the month of graduation.

A2. Longevity Pay:

Over 5 Years	1.5%
Over 10 Years	2.5%
Over 15 Years	4%
Over 20 Years	5.5%

A3. Education Pay:

AA or 90 Credit Hours	2%
BA/BS	3%

A4. Detective Pay 6% of base pay per month

A5. School Resource Officer 5% of base pay per month

A6. Specialty Position Pay

Firearms Instructor	1% of base pay
Taser Instructor	1% of base pay
EVOC Instructor	1% of base pay

Defensive Tactics Instructor	1% of base pay
Field Training Officer	5% of base pay for all hours worked in the month assigned
Patrol Tactics Instructor	1% of base pay
Two Certification Maximum	2% of base pay, (excluding FTO)

APPENDIX “B” - “BILL OF RIGHTS”

B1. Employer Rights. The City retains the right to adopt rules for the operation of the Omak Police Department and the conduct of its employees provided that rules do not conflict with City Ordinances, City and State Civil Service rules and regulations as they exist, or any provision of this Agreement. It is agreed that the City has the right to discipline, suspend, or discharge any employee for just cause. Nothing in this Article shall be construed to prevent or prohibit the Police Chief or superior officer from discussing operational matters informally with employees.

B2. Employee “Bill of Rights”

1. In an effort to ensure that investigations of an officer of the Omak Police Department are conducted in a manner that is conducive to good order and discipline, employees shall be entitled to the protection of what shall hereafter be termed as the "Employee Bill of Rights."
2. Every employee who becomes the subject of an internal investigation shall be advised in writing at the time of the interview that they are suspected of:
 - a. Committing a criminal offense; or
 - b. Misconduct that would be grounds for termination, suspension, or other disciplinary action; or
 - c. Not being qualified for continued employment with the Police Department.
3. Initiation of a non-criminal internal investigation shall be made within 30 days of the employer having knowledge or of the employer reasonably should having knowledge of the incident leading to the initiation of an internal investigation.
 - a. Notification to the employee shall be in writing and a copy shall be provided to the Union.
 - b. Internal investigations involving a potential criminal investigation shall not start the 30-day time period until after the completion of the criminal investigation has been forwarded to the prosecutor for review and a charging decision has been made by the prosecutor's office.

4. An employee, subject to a non-criminal internal investigation may request a reasonable time not to exceed five (5) calendar days, unless the investigation necessary for public safety, and may be conducted immediately without delay, to prepare for the interview and to request representation from the Union.
 - a. Prior to a non-criminal interview, the employee shall be provided with a written statement of charges, including allegations and the alleged policy violations.
 - b. If audio or video of the alleged incident is available, the officer shall have the right to review any audio or video prior to the investigatory interview.
5. Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.
6. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee, or City may request that an investigative interview be recorded. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the interview.
7. The employee will be required to answer any questions involving matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Omak Police Department. You are hereby ordered to answer the questions that are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make, or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."
8. Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. The employee shall be afforded an opportunity and facilities to contact

and consult with a Union representative before being interviewed, and to be represented by the Union representative to the extent permitted by law. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his or her representative, and rest periods.

9. The employee shall be advised of the results of the investigation in writing and any future action to be taken on the incident.
 10. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
 11. Lie Detector Tests: The Employer shall comply with state law with respect to the giving of polygraph or voice stress indicators. No employee shall be required to submit to a polygraph or voice stress indicator.
 12. Should any section, subsection, paragraph, sentence, clause, or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.
- B3. Administrative Leave. The Employer may place an employee on Administrative Leave when the employer believes that the employees' presence at the workplace is detrimental to the employer or the workplace. The use of Administrative Leave is non punitive, and the employee is not presumed to have committed any violation of workplace rules or guilty of any infraction. The use of Administrative Leave by the Employer is solely limited to use for the protection of the public, the workplace, co-workers and in some cases the employee.
1. Employees placed on Administrative Leave shall continue accrue all wages and benefits outlined in this agreement.
 2. Employees placed on Administrative Leave shall be available for a reasonable response to the Police Department in case of the need for an interview or other administrative purposes. A reasonable response shall be considered to be within a 1 hour availability.
 3. Employees on Administrative Leave who travel outside of the 1 hour response area during their assigned duty hours shall be required to request time off and receive advance approval. Requests for time off shall not be unreasonably denied.

4. Employees on Administrative Leave may be required to check in with the Omak Police Chief or designee on a regular daily basis at the start of their assigned shift.

APPENDIX "C"

C1. MEDICAL OR PSYCHOLOGICAL EXAMINATIONS.

1. Statement of Purpose. The purpose of this Article is to balance the interest of the Employer in obtaining a medical or psychological evaluation of an employee to determine the employee's fitness for duty, and the interest of the employee in having those examinations being conducted:
 - a. In the least intrusive manner as possible; and
 - b. In a manner as to protect the employee's right to privacy.
2. Conditions Under Which Evaluation Will Take Place.
 - a. No evaluation will take place without there being a reasonable suspicion to believe that an employee is unfit to perform the job. If the Employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the Employer will bring those facts to the attention of a health care provider chosen by the City from a list of health care providers previously agreed to by the Employer and the Union. In the event the City and the Union do not reach agreement on an appropriate list, the City may select a health care provider of its choosing.
 - b. Any relevant medical history of the employee that the health care provider requests shall be released by the employee to the examining health care provider.
3. Results of the Evaluation. The health care provider will issue a written report to the Employer and the employee. The health care provider shall disclose whether the employee is fit or unfit for duty and can perform the essential functions of the job, whether accommodations are necessary to perform the job and the prognosis for recovery. Additionally, where the employee is unfit for duty, the health care provider shall disclose the cause. If the health care provider believes the employee is fit for duty with accommodations, the health care provider will indicate what accommodations are reasonably necessary to allow the employee to perform the job.
4. As used in this section, "health care provider" refers to a physician, psychologist or psychiatrist or other person licensed as a health care provider.

APPENDIX "D"

D1. PERSONNEL RECORDS

1. Contents. A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, or applicant background investigation documents.
2. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least seventy-two (72) hours' notice before releasing any requested documents. The Employer will allow the employee and the Union the opportunity to legally object to disclosures.
3. Each employee's personnel files shall be open for review by the employee, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations. The Employer shall maintain no secret personnel files not subject to inspection. Nothing in this Article shall affect the ability of the Employer to maintain a working file of observations of job performance.

APPENDIX “E”

E1. USE OF FORCE – Deadly or Potentially Deadly Force Application

1. Statement of Purpose. The parties recognize use of force can be a critical incident in police work. The purpose of this section is to define a procedure for any time a major incident occurs involving a use of deadly or potentially deadly force.
2. Procedures. Any time a major incident occurs involving a use of deadly or potentially deadly force as defined in the Department's Policy and Procedures Manual, the following will apply:

E2. Initial Department Response: Upon arrival at a scene where a deadly or potentially deadly use of force has occurred, representatives of the Department shall request from the officer that information needed to secure the scene and to follow-up and apprehend any perpetrators of the crime who may be at large.

1. **Public Safety Statement:** The follow information shall be printed and provided to all supervisors who respond or may respond to a Deadly Force incident or a potentially Deadly Force incident.

Date:

Omak Police Department
Public Safety Statement (Officer-Involved Shooting)

Directions to on-scene supervisor:

This is a compelled statement. The supervisor compelling this statement:

- Will not deviate from its content.
- Will write down on this card the answers provided verbatim.
- Will disseminate public safety information immediately via radio as appropriate.

The police supervisor receiving this information is required to submit a written statement to the Force Investigations Team. The statement is to include that the Public Safety Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

“Officer, _____, I am directing you to give me a public safety statement. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department.”

Requesting Supervisor's Name _____ Ser# _____ Time _____

(front)

"At this time and to the best of your knowledge, please answer the following":

1. From where and in what direction did you fire rounds? _____
2. In what direction did the suspect(s) fire rounds? _____
3. If you know of anyone injured, what is her/his location? _____
4. If any suspects are outstanding, what are their descriptions? _____

Supervisors: If there are no outstanding suspects, proceed directly to question #5, otherwise ask questions #4 (a-d).

- a. What was their direction of travel? _____
- b. How long have they been gone? _____
- c. With what weapons were they armed? _____
- d. Are there any other safety risks known about the outstanding suspect(s)? _____

5. Does any evidence need protection? _____

6. Any known witnesses? _____

7. Where are they located? _____

"Officer _____, in order to prevent the contamination of your statement, I order you not to discuss the details of this incident with anyone, including your supervisors or staff officers, prior to the arrival of the assigned investigators, with the exception of your legal representation. Remain at the scene until directed otherwise."

(back)

2. The Department will advise the officer involved in the use of force that the officer has the right to contact any of the following:

- a. A spouse;
- b. Union Representative or Union attorney;
- c. The officer's personal attorney; and
- d. Psychologists, psychotherapists, or ministers depending upon the officer's choice.

The officer will be allowed to contact any of the above persons telephonically if so requested by the officer. The right to contact the above-listed persons shall not interfere with the employee's obligation to provide all relevant information to the Department as a public employee.

3. The Department will conduct a thorough and competent investigation of the incident, including using appropriate techniques for the preservation of the scene if relevant where the use of force took place. Upon completion of the investigation, all reports and findings will be made available to the Union upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in

the incident, upon return to duty the officer will be issued appropriate replacement weapons.

- E3.** The Department will assign an appropriately trained interviewer to interview the officer during the investigation of the incident.
- E4.** Any interview of the officer involved in a critical injury incident will be done with due consideration for the officer. During the interview, the officer will be given reasonable break periods and the opportunity to confer with a representative. No written or taped statement beyond a verbal summary of the details for the investigating officer will be compelled within forty-eight (48) hours after the incident.
- E5.** If an officer is on sick leave, administrative leave, or disability, when either the officer or the Department believes that the officer should return to the officer's regular assignment, at the Department's option the officer will provide a letter from his treating counselor or doctor indicating that the officer is ready to return to their regular duties or to modified duties.

MEMORANDUM

To: Omak City Council; Cindy Gagné, Mayor

From: Todd McDaniel

Date: January 2, 2024

Subject: Resolution 06-2024 Amending Municipal Judge Contract

The attached Resolution 06-2024, Approving an Amendment to the Judicial Service Agreement with David Ebenger, is for your consideration.

Judge Ebenger has requested an increase in compensation in accordance with section 4 of the Judicial Service Agreement. This resolution will amend the compensation for the services from \$1500 to \$1650 per month.

This is the first increase to the four-year agreement, since its effective date in January of 2022.

I approve this resolution and urge its adoption.

RESOLUTION NO. 06-2024

**A RESOLUTION OF OMAK CITY COUNCIL APPROVING
AN AMENDMENT TO THE JUDICIAL SERVICE
AGREEMENT WITH DAVID EBENGER**

WHEREAS, municipal court judges are appointed by the Mayor, subject to City Council confirmation, for four-year terms commencing on January 1 of the year; and

WHEREAS, the City of Omak entered into an agreement with David Ebenger to provide Judicial service, by Resolution 65-2021; and

WHEREAS, David Ebenger has requested an increase in compensation in accordance with section 4. of the Municipal Court Judicial Agreement; and

WHEREAS, the parties mutual agree to amend the terms of the Municipal Court Judicial Agreement to increase the compensation of the agreement, from \$1,500/month to \$1,650/month.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the amendment to the agreement between David Ebenger and the City of Omak, attached hereto as "Exhibit A". The Mayor is authorized to execute the same on behalf of the City.

INTRODUCED AND PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, this _____day of _____, 2024

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

January 2, 2024

The City of Omak and David Ebenger desire to amend the agreement for **Judicial Services, dated January 3, 2022.**

Article 4. Compensation shall be amended as follows to reflect an increased compensation rate of \$1,650.00 per month.

4. Compensation - The parties acknowledge that compensation is based upon the assumption that the Contractor will attend one regularly scheduled court appearance calendar per month, provide office hours required to perform administrative duties of the Court, in addition to phone calls with court and other city staff. Based upon the foregoing, the City shall compensate Contractor at the flat base rate of ~~\$1,500.00~~ **\$1,650.00** per month for all his time, both judicial and administrative. The rate of compensation may be adjusted by the mutual agreement of the parties, in writing.

Except otherwise expressly provided in this amendment, all other terms and Conditions of the Contract remain unchanged and in full force and effect.

_____ Date _____

Cindy Gagné
City of Omak, Mayor

_____ Date _____

David Ebenger
Omak Municipal Court Judge



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: January 2, 2024

Subject: Ordinance 1933 – Amending OMC 9.12.050 – Storm & Surface Water

The attached Ordinance No. 1933, An Ordinance Amending Section 9.12.050 of the Omak Municipal Code Monthly Charges for the Storm and Surface Water Utility of the city of Omak is forwarded to you for your consideration.

When reviewing the OMC, we discovered monthly fees that dated back to January 2008 were in code. All the utility fees are referenced in the City Fee Schedule including the storm drain charges. This allows staff to update fees without amending the codes. It makes sense to update 9.12.050 of the OMC and note charges are specified in the fee schedule.

I support the passage of this Ordinance.

ORDINANCE NO. 1933

**AN ORDINANCE AMENDING SECTION 9.12.050 OF THE OMAK
MUNICIPAL CODE MONTHLY CHARGES FOR THE STORM AND
SURFACE WATER UTILITY OF THE CITY OF OMAK**

WHEREAS, the current monthly charges in the Omak Municipal Code for the Storm and Surface Water Utility were adopted by the Omak City Council in January 2008, and are outdated; and

WHEREAS, the Storm Drain charges are listed in our city fee schedule and it would be prudent to remove the reference to charges from the Omak Municipal Code.

THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 9.12.050 of the Omak Municipal Code which reads as follows:

There is levied upon all real property within the city of Omak which contributes drainage water to or which benefits from the function of the storm and surface water utility of the city of Omak, and there shall be collected from the owners thereof, monthly charges based on the development classification of the properties, as follows:

- (a) Undeveloped;*
- (b) Medium development, three dollars and fifteen cents per month;*
- (c) Heavy development, seven dollars and ninety-nine cents per month;*
- (d) Very heavy development, eleven dollars and ninety-nine cents per month.*

Is hereby amended to read as follows:

There is levied upon all real property within the city of Omak which contributes drainage water to or which benefits from the function of the storm and surface water utility of the city of Omak, and there shall be collected from the owners thereof, monthly charges specified in the current City of Omak Fee Schedule and based on the development classification of the properties, as follows:

- (e) Undeveloped;*
- (f) Medium development;*
- (g) Heavy development;*
- (d) Very heavy development.*

Section 2. This ordinance shall become effective the later of January 1, 2024 or and after its passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

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

On the _____ day of _____, 2024, the City Council of the City of Omak passed Ordinance No. 1933.

Dated this ____ day of _____, 2024.

Connie Thomas, City Clerk



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: City Administrator/City Clerk

Date: January 2, 2024

Subject: Ordinance 1934 – Amending OMC 9.04.360 – Monthly Commercial Rates

The attached Ordinance No. 1934, An Ordinance Amending Section 9.04.360 of the Omak Municipal Code Monthly Commercial Water Rates is forwarded to you for your consideration.

When reviewing the OMC, we discovered monthly fees that dated back to March 2009 were in code. All the utility fees are referenced in the City Fee Schedule including the multi-unit charges for water. This allows staff to update fees without amending the codes. It makes sense to update 9.04.360 of the OMC and note charges are specified in the fee schedule.

I support the passage of this Ordinance.

ORDINANCE NO. 1934

**AN ORDINANCE AMENDING CHAPTER 9.04.360 OF THE OMAK MUNICIPAL
CODE MONTHLY COMMERCIAL RATES WITHIN THE CITY**

WHEREAS, the current Omak Municipal Code provides for an additional charge of eight dollars per month for each multiple dwelling units, buildings that contain more than one office, store, shop etc. and, a per unit charge for motels of three dollars and thirty-five cents; and

WHEREAS, these charges are listed in our city fee schedule and it would be prudent to remove the reference to charges from the Omak Municipal Code.

**THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO
ORDAIN as follows:**

Section 1. Chapter 9.04.360 of the Omak Municipal Code is hereby amended to read as shown in Exhibit "A" attached hereto. New language is indicated by underscore, and deleted language is indicated by strikethrough.

Section 2. This ordinance shall become effective the later of January 1, 2024 or and after its passage by the Council, approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

EXHIBIT "A"

9.04.360 Monthly commercial rates within the city.

The minimum monthly charge for commercial customers will be as specified in the fee schedule.

The minimum monthly rates shall entitle the user to one thousand cubic feet of water per month. Charges for water consumption in excess of one thousand cubic feet of water per month shall be as specified in the fee schedule per one hundred cubic feet.

In multiple dwelling units, an additional ~~charge eight dollars~~ per month shall be added to the minimum meter charge for each such dwelling unit, which ~~eight dollars~~ shall entitle the customer to an additional four hundred cubic feet consumption per unit. Consumption above the total of minimum allowed shall be charged for at the regular metered rates. The minimum charge shall be made whether the units are occupied or not.

Motels shall pay the minimum charge according to meter size for consumption of up to one thousand cubic feet per month, plus an additional per-unit minimum charge ~~of three dollars and thirty-five cents~~ which shall entitle the customer to an additional three hundred cubic feet consumption per unit. Consumption above the total of the minimum allowed shall be charged for at the regular meter rates. The minimum charge shall be made whether the units are occupied or not.

Buildings that contain more than one office, store, or shop, etc., shall pay the minimum charge according to meter size for consumption of up to one thousand cubic feet per month, plus an additional per-unit minimum charge ~~of eight dollars~~ for each such additional office, store or shop which shall entitle the customer to four hundred cubic feet consumption per unit. Consumption above the total of the minimum allowed shall be charged for at the regular meter rates.

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: January 2, 2024

Subject: Ordinance 1935-2024 Non-Union Salary Schedule

The Attached Ordinance 1935- Establishing the Salary Schedule for All Non-Union Personnel for Fiscal Year 2024, is forwarded for your consideration.

This Ordinance establishes the 2024 wage and benefits for Non-Union Employee's. This Ordinance approves a 10% increase to Wages, for regular and part time employees, with exception of the City Clerk @ 12%.

Temporary pool positions were increased at the same amount as State minimum wage increases (3.2%). Volunteer Fire Fighters, On Call Supervisor was increased from \$50/day to 150/day.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1935

**AN ORDINANCE ESTABLISHING THE SALARY SCHEDULE FOR
ALL NON-UNION PERSONNEL FOR FISCAL YEAR 2024**

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. The salaries of “non-union” personnel are established and effective as of January 1, 2024, and are outlined in the 2024 Salary Schedule, which is shown as Attachment “A”.

Section 2. Effective January 1, 2024, the City of Omak shall provide 100% medical coverage through AWC Asuris Northwest Health, Healthfirst 250 Plan; 100% dental coverage through Washington Dental Service, Plan C; family vision coverage at a \$25 deductible through Vision Service Plan with a variable premium cost based upon the number of dependents covered, and \$10,000 worth of life insurance coverage through Standard Insurance Life Insurance, for all full-time “non-union” employees only. Premiums for the medical and dental coverage for enrolled and qualified family members will be paid at 30% premium cost from the employee, and 70% premium cost from the city.

Section 3. Effective January 1, 2024, the Salary Schedule for positions in the “non-union” employee group will increase by 10.0% from the 2024 rate, except for positions listed in Section 4,5, and 6.

Section 4. Effective January 1, 2024, the City Clerk will be paid an annual salary range of \$88,021.10 to \$100,023.97.

Section 5. Effective January 1, 2024, the C.O.R.E Program Manager will be paid a salary of \$70,400 to \$80,000, and the C.O.R.E Outreach Specialist will be paid a salary of \$57,200.00 to 65,000.00.

Section 6. Effective January 1, 2024, the Pool Manager will be paid \$20.20 per hour; Pool Shift Supervisor will be paid \$16.63 per hour, Pool WSI will be paid the Washington State Minimum Wage Rate of \$16.24 per hour.

Section 7. Effective January 1, 2024, stipend for Volunteer Fire fighters, as On-Call Supervisor will be paid \$150.00 per day.

Section 8. Any other ordinance or section thereof that may conflict with the above section is hereby repealed.

Section 9. This ordinance shall be in full force and effect on and after the date of its passage, approval by the mayor and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL this _____ day of _____ 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Filed with City Clerk: _____

Passed by City Council: _____

Date Effective: 1/1/2024

On the _____ day of _____, 2024, the City Council of the City of Omak
passed Ordinance No. 1935.

DATED this _____ day of _____ 2024.

Connie Thomas, City Clerk

2024 Non-Union Employees		Attachment "A"		2024			
Salary Schedule							
Department	Description	Annual Salary/Range		Monthly Salry Range		Hourly Wage/range	
<u>Elected Officials</u>	Mayor	N/A	\$24,000.00	N/A	\$2,000.00	N/A	
	City Council-\$200/\$300 per meeting	N/A	N/A	N/A		N/A	
<u>Full-Time Administrative</u>	City Administrator	\$111,986.37	\$127,257.24	\$9,332.20	\$10,604.77	Exempt	
<u>Full-Time Department Heads</u>	Police Chief	\$103,330.36	\$117,420.86	\$8,610.86	\$9,785.07	Exempt	
	Fire Chief	\$94,465.03	\$107,346.62	\$7,872.09	\$8,945.55	Exempt	
	City Clerk	\$88,021.10	\$100,023.97	\$7,335.09	\$8,335.33	Exempt	
	Public Works Director	\$92,211.76	\$104,781.60	\$7,684.31	\$8,731.80	Exempt	
<u>Full-Time Administrative Staff</u>	Building Official	\$75,712.40	\$86,036.81	\$6,309.37	\$7,169.73	Exempt	
	Assistant Public Works Director	\$76,869.82	\$87,352.06	\$6,405.82	\$7,279.34	Exempt	
	Deputy Clerk	\$61,084.60	\$69,414.31	\$5,090.38	\$5,784.53	\$29.37	\$33.37
<u>Full-Time Community Outreach Response Engagment (C.O.R.E)</u>	C.O.R.E Program Manager	\$77,440.00	\$88,000.00	\$6,453.33	\$7,333.33	\$37.23	\$42.31
	Outreach Specialist	\$62,920.00	\$71,500.00	\$5,243.33	\$5,958.33	\$30.25	\$34.38
<u>Full-Time Office Staff & Police Secretary</u>	Grade 5		\$43,934.88		\$3,661.24	\$21.12	
	Grade 4		\$51,742.42		\$4,311.87	\$24.88	
	Grade 3		\$54,330.94		\$4,527.58	\$26.12	
	Grade 2		\$56,947.44		\$4,745.62	\$27.38	
	Grade 1		\$59,521.97		\$4,960.16	\$28.62	
	Upon supervisor's recommendation and Mayors approval						
<u>Full-Time Code Enforcement/Animal Control</u>	Grade 5		\$45,515.98		\$3,793.00	\$21.88	
	Grade 4		\$48,104.50		\$4,008.71	\$23.13	
	Grade 3		\$53,799.24		\$4,483.27	\$25.87	
	Grade 2		\$57,730.99		\$4,810.92	\$27.76	
	Grade 1		\$65,524.54		\$5,460.38	\$31.50	
	Upon supervisor's recommendation and Mayors approval						
<u>Part-time Temporary Court Administrator</u>						\$32.66	
<u>Part-time Temporary/Seasonal Employees</u>	Pool Manager					<u>Hourly Wage</u>	
	Pool Shift Supervisor					\$20.20	
	Pool WSI State Minimum Wage					\$16.63	
	Temporary Police Officer					\$16.24	
	Stampede Temporary Police					\$31.99	
	Seasonal or Part/time Public Works Employees					\$42.24	
						\$22.00	
<u>Volunteer Firefighters</u>	Drills-Per Practice					<u>Stipend</u>	
	Fires-Per Call					\$20.00	
	On Call Supervisor/per day					\$25.00	
						\$150.00	
Monthly Longevity for Full-Time Employees with the exception of Department Heads:							
5 years \$50 per month							
10 years \$100 per month							
15 years \$150 per month							
20 years \$200 per month							
Knowledge and Experience shall be a factor in determining probationary wage and pay grade, within the published schedule, as determined in the initial employment offer.							