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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, March 4, 2024 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA**

1. Approval of Minutes from February 20, 2024
2. Approval of 2024 Claims and February '24 Payroll

**F. NEW BUSINESS**

- |   |                                     |
|---|-------------------------------------|
| 1. Res. 21-2024 – Approve Purchase of a Fleet Pickup                  | <input checked="" type="checkbox"/> |
| 2. Res. 22-2024 – Approve Amendment to Professional Service Agr - G&O | <input checked="" type="checkbox"/> |
| 3. Res. 23-2024 – Approve Write-Off for Omak Municipal Court          | <input checked="" type="checkbox"/> |
| 4. Res. 24-2024 – Approve Lease Agreement with Klimek Investments     | <input checked="" type="checkbox"/> |
| 5. Res. 25-2024 – Approve Purchase of Playground Equipment            | <input checked="" type="checkbox"/> |
| 6. Res. 26-2024 – Approve Contract with Pump Tech LLC                 | <input checked="" type="checkbox"/> |
| 7. Ord. 1938 – Amend Non-Union Salary Schedule Fiscal 2024            | <input checked="" type="checkbox"/> |

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



**Action by City Council**

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

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# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 4, 2024

Subject: Resolution 21-2024 Approving the Purchase of a 1 Ton Dump Truck.

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The attached Resolution 21-2024, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A 1 TON DUMP TRUCK THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

The purchase of the fleet pickup was selected through the Washington State procurement cooperative. This purchases will be made through Bud Clary Ford a bona fide state vendor. This Purchase will total \$81,292.54 not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 21-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A FLEET PICKUP THROUGH THE WASHINGTON STATE PURCHASING  
COOPERATIVE.**

**WHEREAS**, equipment within the Equipment Rental Fleet is routinely replaced based on age and condition, to ensure reliable equipment at the lowest total operating costs is available to the participating departments; and

**WHEREAS**, a 1 ton dump truck is due for replacement. Its replacement selection was based on considerations of department specification, performance, serviceability, uniformity, and cost as determined by the Public Works Director; and

**WHEREAS**, the equipment is available through the Washington State Purchasing Cooperative Bud Clary Ford, a bona fide Washington State Purchasing vendor, in the amount of \$81,292.54; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a 1-ton dump truck, a copy of the quote is attached as Exhibit "A" is hereby approved for purchase. The Mayor is authorized to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Vehicle Quote Number: 2023-10-6**

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Phone: (360) 423-4321 Ext: 10945

**Organization Information**

Organization: OMAK, CITY OF - 22407
Email: <a href="mailto:er@omakcity.com">er@omakcity.com</a>
Quote Notes:
Vehicle Location: OMAK

**Color Options & Qty**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0912-0001	2024 Ford F350 4WD Cab and Chassis	1	\$51,728.00	\$51,728.00
2024-0912-0003	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2025 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 25MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0912-0004	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2024-0912-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2024-0912-0006	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00



2024-0912-0010	2024 Ford F350 4WD Cab and Chassis, Regular Cab, Dual Rear Wheels (DRW), 14,000# GVWR, 145 Wheelbase (WB), 60in Cab-to-Axle (CA), 7.3L 2V DECVT NA PFI V8 Gas, TorqShift 10-Speed 10R140 w/ Neutral Idle Automatic with Selectable Drive Modes, LT245/75Rx17E BSW All-Season PLU Tires with 17in Argent Painted Steel Wheels (NO spare tire unless ordered separately), 3.73 Rear Axle Ratio (Non-Limited Slip) (F3H/640A/99N/44G/145WB/TD8/64K/TTAS) -- THIS IS THE BASE VEHICLE, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2024-0912-0011	Alternative Wheelbase, Regular Cab, Dual Rear Wheels, 169WB, 84CA (F3H/169WB)	1	\$175.00	\$175.00
2024-0912-0034	Snow Plow Prep Package (to be ordered w/ 7.3L V8 Gas Engine: XL Trim Level includes 250-Amp Alternator; XLT Trim Level includes 410-Amp Dual Alternators #67B) (Ford recommends also ordering Dual Batteries #87B) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$246.00	\$246.00
2024-0912-0043	Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$314.00	\$314.00
2024-0912-0045	Engine Block Heater (41H)	1	\$98.00	\$98.00
2024-0912-0046	Backup Alarm (76C)	1	\$173.00	\$173.00
2024-0912-0049	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (872) (Info: Upfitters offer rearview camera installation option with body orders)	1	\$407.00	\$407.00
2024-0912-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$47.00	\$47.00
2024-0912-1000	INFORMATION ONLY: #1000-1999 Upfits to be installed prior to delivery by ALLIED BODY WORKS, Seattle, WA. Contact: 800-733-7450. (1001-1039 Platform/Stakeside) (1040-1199 Contractor/Dump/Landscaper Bodies) (1200-1299 Service Bodies and Options - Open/Flip-Top/Enclosed) (1300-1329 Cranes/Crane Bodies) (1330-1339 Mechanics Trucks) (1340-1349 Gooseneck Bodies) (1350-1365 Van Bodies) (1400-1429 Switch-n-Go Bodies) (1440-1449 Stellar Hooklifts) (1500-1599 Toolboxes/Tarps/Cameras/Hitches/Hoists/Back Packs/RammerRacks) (1600-1619 Tommy Gates) (1620-1699 Snow Plows and Spreaders) (1700-1749 Addons) (1750-1799 Lighting Options) -- UPFIT PRICING LISTED IS EFFECTIVE FOR ORDERS RECEIVED THROUGH 07/15/2024 -- Please check the box DISPLAY UPFIT OPTIONS to view these additional options.	1	\$0.00	\$0.00
2024-0912-1053	Dump Body -11ft with Folding Sides, quick drop tailgate, tapered 1/4 cabshield, double acting electric/hydraulic hoist, and 5in track on dash with universal phone holder, body is painted black (84CA, DRW) (ALL DB-11BFS) (ABW1053)	1	\$20,542.00	\$20,542.00
2024-0912-1560	Standard 2in Receiver Hitch with equal or greater than 16,000 GTWR includes/ 7-Way Flat RV Plug, Class V (7-Way or 6-Way Round plug available in lieu of 7-Way Flat for no additional cost, must specify at time of order) (Requires Body Order) (ALL-HITCH) (ABW1560)	1	\$1,056.00	\$1,056.00
2024-0912-1580	Installation of factory provided rearview camera (Must order Ford's Rearview Camera and Prep Kit, which is shipped loose from factory) (ABW1580)	1	\$138.00	\$138.00

#### Quote Totals

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$74,924.00

<div>8.5 % Sales Tax: \$6,368.54</div> <div>Quote Total: \$81,292.54</div>
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# MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 4, 2024

Subject: **Resolution No. 22-2024** Approving Amendment No. 10 to the professional services agreement with Gray & Osborne, Inc.

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The Attached Resolution 22-2024, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 10 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR MID-VALLEY HOSPITAL WATER SERVICE IMPROVEMENTS CONSTRUCTION ADMINISTRATION**, is forwarded for your consideration.

This resolution will amend the contract with G&O for the Construction Contract Administration of the Mid-Valley Hospital Water Service Improvements project.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 22-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 10  
TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY &  
OSBORNE, INC. FOR MID-VALLEY HOSPITAL WATER SERVICE IMPROVEMENTS  
CONSTRUCTION ADMINISTRATION**

**WHEREAS**, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 39-2023; and

**WHEREAS**, it is necessary to secure professional engineer consulting services for the Construction Contract Administration of the Mid-Valley Hospital Water Service Improvements project; and

**WHEREAS**, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$38,000 as shown on the attached Schedules Exhibit "A" and "B".

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, that Amendment No. 10 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

**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

**AMENDMENT NO. 10  
TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) April 3, 2023, for additional services related to the On-Call Engineering Services.

Mid-Valley Hospital Water Service Improvements

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for construction administration services for the Mid-Valley Hospital Water Service Improvements project for a not-to-exceed budget of \$38,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

**GRAY & OSBORNE, INC.**

**CITY OF OMAK**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Michael B. Johnson, P.E., President  
GRAY & OSBORNE, INC.

Name: \_\_\_\_\_  
(Print)

Date: 2/26/24

Date: \_\_\_\_\_

"Equal Opportunity/Affirmative Action Employer"

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **CITY OF OMAK MID-VALLEY HOSPITAL WATER SERVICE IMPROVEMENTS**

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for construction administration and inspection services for the Mid-Valley Hospital Water Service Improvements project.

It is our understanding that the project consists of the installation of approximately 90 feet of 4-and 6-inch water main pipe, one meter vault, valves, fittings and appurtenances on Jasmine Street and within a construction easement on Mid-Valley Hospital property.

More specifically, the work will include:

**Project Management** – The objective is to act as liaison between the City and the Contractor through the course of construction. This task will include the following:

- A. The City’s instruction to the Contractor will be issued through the Engineer who will have authority to act on behalf of the City to the extent provided in the Contract Documents.
- B. Coordinate, review project costs, and provide cost information and supporting cost documentation to the City Clerk to aid in any audits.
- C. Assist the City in community relations to included responding to questions and concerns of the public regarding the proposed project construction.

**Preconstruction Conference** – The objective is to coordinate and conduct a preconstruction conference for the project. This task will include the following:

- A. Coordinate and conduct a preconstruction conference and prepare and distribute meeting minutes to attendees.

**Construction Survey** – The objective is to provide field surveys consisting of offset staking for structures and buried pipe alignment; and benchmarks to control grade. This task will include the following:

- A. Provide one site visit for field survey consisting of offset staking major structures (two corners), and buried pipe alignment; and benchmarks for grade control, all to assist the Contractor in construction of the project.

**Construction Contract Administration** – The objective is to provide contract administration support services during construction of the project. This task includes the following:

- A. Coordinate and conduct on-site construction meetings every two weeks or as may be required by on-site construction activities with the Contractor and the City. Prepare and distribute minutes of meetings to all attendees.
- B. Review the Contractor's monthly progress payment requests and prepare monthly progress estimates based on the Resident Inspector's judgement of the value of work completed during the pay period.
- C. Represent the City's interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization of the City.
- D. Provide notices of substantial and physical completion and recommend final acceptance of the project. Prepare the "Certification of Completion of Public Works Contract" form and assist the City with release of the retained percentage or retainage bond.

**Office Engineering** – The objective is to provide engineering support services for the project during construction. This task will include the following:

- A. Review shop drawings and submittals for compliance with design intent and general conformity to the Contract Documents.
- B. Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract Documents.
- C. Respond to the Contractor's requests for information (RFIs), questions, and provide interpretation of the Contract Documents that address and clarify design intent. Maintain records of telephone meetings concerning design intent.
- D. Estimate the added or reduced cost of changes during the course of construction to be used in negotiation of change orders. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- E. Prepare record drawings from field observations and information provided by the Contractor.

**Resident Construction Inspection** – The objective is to provide part-time resident construction inspection for the project to monitor conformance of the Contractor's work with the Contract Documents. This task will include the following:

- A. Provide resident construction inspection on a part-time basis to monitor conformance of the Contractor's work with the Contract Documents.
- B. Prepare and maintain daily logs, lists of construction deficiencies or other construction issues, weekly schedule reports, job site photos, quantity measurements, and correspondence for the project.
- C. Review and comment on the Contractor's construction schedule. Monitor the Contractor's progress in relation to the schedule for the project.
- D. Issue weekly reports to the City and Contractor with respect to construction time consumed on the project.
- E. This scope of work and resulting maximum amount payable is based on provide part-time inspection services for up to **48 hours** (average of 1 day every two weeks) of inspection over the **12 weeks** (60 working days) allowed for construction. An amendment to this agreement shall be executed to reimburse the Engineer for inspection time required beyond this limit, should the allowable inspection time be extended.

## **BUDGET**

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.



## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### *City of Omak - Mid-Valley Hospital Water Service Improvements*

Tasks	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	8					
2 Preconstruction Conference	2	2				
3 Construction Survey					4	20
4 Submittal Review	8	32				
5 Response to RFIs and Design Clarification		2				
6 Construction Meetings and Site Visits	8	16				
7 Change Orders	2	4				
8 Progress Estimates	2	4				
9 Resident Inspection			48			
10 Final Inspection		2				
11 Record Drawings		2		8		
12 Project Closeout	2	16				
Hour Estimate:	32	80	48	8	4	20
Fully Burdened Billing Rate Range:*	\$140 to \$235	\$125 to \$175	\$100 to \$173	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$195	\$195	\$130	\$140	\$180	\$260
Fully Burdened Labor Cost:	\$6,240	\$15,600	\$6,240	\$1,120	\$720	\$5,200

Total Fully Burdened Labor Cost: \$ 35,120

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 2,880

**TOTAL ESTIMATED COST: \$ 38,000**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**RESOLUTION NO. 23-2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK  
TO WRITE-OFF CERTAIN AGED AND UNCOLLECTIBLE  
ACCOUNTS RECEIVABLE ACCOUNTS RELATED TO  
OMAK MUNICIPAL COURT**

**WHEREAS**, the City of Omak Municipal Court has several listings of uncollectable accounts receivable; and

**WHEREAS**, in a review of the accounts in collection, the Court Administrator has developed a list of uncollectable accounts; and

**WHEREAS**, the Court Administrator has determined a list of uncollectible accounts receivables in the Court system include traffic, parking, non-traffic, criminal traffic, and criminal non-traffic infractions; and

**WHEREAS**, for various reasons such as the age of the accounts, defendants who are deceased or have bankruptcy status designations, the collection agency's inability to locate defendants through various avenues of unsuccessful efforts, it is determined by Municipal Court Judge, David Ebenger that these accounts will not be collected.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak, that the list of uncollectible accounts, attached as Exhibit "A", shall be removed from the Omak Municipal Court records of outstanding accounts receivables, as well as that of Armada Corporation, in the amount of \$22,407.91.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# Omak Municipal Court

STATE OF WASHINGTON

2 N. ASH ST.  
P.O. BOX 72  
OMAK, WASHINGTON 98841

(509) 826-2971

February 27, 2024

To City Council,

The Court needs to write off past due accounts for traffic, non-traffic, and parking that are 10 years old or greater or have a public health death certificate within the 10-year span.

Judge Ebenger has reviewed and approved the attached spreadsheet for write off with a total balance of \$22,407.91.

Regards,

Danyle Gaines  
Court Administrator

PO Box 72, Omak WA 98841

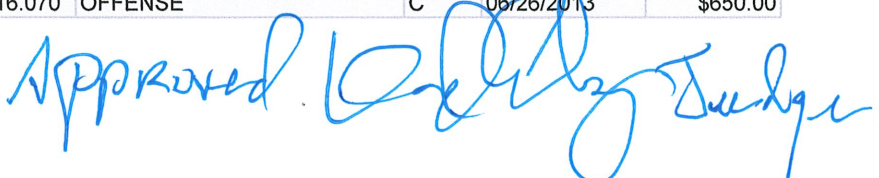
509-826-2971

[Omakcourt@omakcity.com](mailto:Omakcourt@omakcity.com) - Email

Case Type Cod	IN	IT	PR	Sum:
Case Count	21	23	7	51
AR Due Amount	\$6,246.00	\$15,916.91	\$245.00	\$22,407.91

### IN - Infraction Non-Tra

Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
40829	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	05/03/2013	\$103.00
40831	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	05/28/2013	\$103.00
41302	N	N	1	OKM 6.16.070E	DOG AT LARGE /2ND OFFENSE	C	05/22/2013	\$150.00
41302	N	N	2	OKM6.16.020	FAILURE TO LICENSE DOG/1ST OFFENSE	C	05/22/2013	
41308	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/17/2013	\$150.00
41308	N	N	2	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/17/2013	
41309	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/17/2013	\$200.00
41309	N	N	2	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/17/2013	
41310	N	N	1	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/17/2013	\$100.00
41310	N	N	2	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/17/2013	
41312	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	09/13/2013	\$100.00
41313	N	N	1	OKM6.16.070B	DOG AT LARGE/2ND OFFENSE	C	09/18/2013	\$725.00
41313	N	N	2	OKM6.16.020B	FAILURE TO LICENSE DOG/2ND OFFENSE	C	09/18/2013	
41313	N	N	3	OKM8.04.020	PUBLIC NUISANCE/NOISE/CARS/	C	09/18/2013	
41318	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	12/05/2013	\$150.00
41318	N	N	2	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	12/05/2013	
41346	N	N	1	OKM7.20.010	PUBLIC DISTURBANCE NOISES	C	09/18/2013	\$500.00
41379	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	05/03/2013	\$103.00
41381	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	05/13/2013	\$103.00
41382	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	05/13/2013	\$103.00
41419	N	N	1	OKM7.20.010	PUBLIC DISTURBANCE NOISES	C	09/18/2013	\$500.00
41427	N	N	1	70.155.080	PURCH/OBTAIN/POSS TOBACCO BY MINOR	C	10/02/2013	\$103.00
41451	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/26/2013	\$650.00
41451	N	N	2	OKM6.16.100	PUBLIC NUISANCE	C	06/26/2013	
41451	N	N	3	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/26/2013	
41452	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/26/2013	\$650.00

2.28.24 Approved  Judge



Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
41452	N	N	2	OKM6.16.100	PUBLIC NUISANCE	C	06/26/2013	
41452	N	N	3	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/26/2013	
41453	N	N	1	OKM6.16.070	DOG AT LARGE/1ST OFFENSE	C	06/26/2013	\$650.00
41453	N	N	2	OKM6.16.100	PUBLIC NUISANCE	C	06/26/2013	
41453	N	N	3	OKM6.16.020A	FAILURE TO LICENSE DOG/1ST OFFENSE	C	06/26/2013	
41456	N	N	1	OKM 7.08.020	FIGHTING/BRAWLING/BOXIN G	C	07/23/2013	\$500.00
41460	N	N	1	66.44.100	OPEN OR CONSUME LIQUOR IN PUBLIC	C	09/11/2013	\$103.00
41463	N	N	1	OKM6.16.100	PUBLIC NUISANCE	C	12/18/2013	\$500.00
							Sum:	\$6,246.00

2.28.24 Approved  Judge

Case Type Cod	IN	IT	PR	Sum:
Case Count	21	23	7	51
AR Due Amount	\$6,246.00	\$15,916.91	\$245.00	\$22,407.91

### IT - Infraction Traffic

Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
2Z0655940	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	12/21/2012	\$513.91
36117	Y	N	1	46.30.020	OP MOT VEH W/OUT INS	CD	03/09/2005	\$909.00
36117	Y	N	2	46.16.010.O	EXPIRED VEH LIC OVER 2 MONTHS	CD	03/09/2005	
39075	Y	N	1	46.61.050	FAIL TO OBEY TRAFFIC CONTROL DEVICE	C	04/15/2009	\$726.00
39075	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	04/15/2009	
40261	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/22/2013	\$450.00
40267	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	07/31/2013	\$726.00
40267	Y	N	2	46.16A.030.5.L	FL RENEW EXPIRED REG <= 2 MTHS	C	07/31/2013	
40951	Y	N	1	46.37.010	MOVE UNSAFE VEH OR VEH W/DEF EQUIP	C	01/06/2012	\$726.00
40951	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	01/06/2012	
41124	N	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	01/24/2013	\$292.00
41225	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	08/28/2013	\$572.00
41336	Y	N	1	46.61.180	FAIL TO YIELD THE RIGHT OF WAY	C	06/27/2013	\$176.00
41341	Y	N	1	46.20.017	NO DRIVER'S LICENSE ON PERSON	C	07/25/2013	\$726.00
41341	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	07/25/2013	
41342	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	07/25/2013	\$1,152.00
41342	Y	N	2	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	07/25/2013	
41348	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	09/20/2013	\$1,152.00
41348	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	09/20/2013	
41374	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	06/05/2013	\$1,327.00
41374	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	06/05/2013	
41374	Y	N	3	46.61.310	FAIL TO SIGNAL	C	06/05/2013	
41410	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/23/2013	\$602.00
41411	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	06/26/2013	\$1,152.00
41411	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	06/26/2013	
41412	Y	N	1	46.61.400.18U	SPEEDING 18 MPH OVER LIMIT (40 OR U	C	05/15/2013	\$222.00

2-28-24 Approved *[Signature]*



Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
41416	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	07/31/2013	\$602.00
41417	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	08/28/2013	\$602.00
41459	Y	N	1	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	09/18/2013	\$942.00
41459	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	09/18/2013	
41459	Y	N	3	46.20.017	NO DRIVER'S LICENSE ON PERSON	C	09/18/2013	
41464	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	01/02/2014	\$942.00
41464	Y	N	2	46.20.017	NO DRIVER'S LICENSE ON PERSON	C	01/02/2014	
41464	Y	N	3	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	01/02/2014	
41477	N	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	08/28/2013	\$602.00
41508	Y	N	1	46.16A.030.5.L	FL RENEW EXPIRED REG <= 2 MTHS	C	01/22/2014	\$201.00
41508	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	D	01/22/2014	
41511	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	01/29/2014	\$602.00
							Sum:	\$15,916.91

Approved  
2.28.24

Onley Judge

Case Type Cod	IN	IT	PR	Sum:
Case Count	21	23	7	51
AR Due Amount	\$6,246.00	\$15,916.91	\$245.00	\$22,407.91

### **PR - Parking**

Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
41349	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	10/14/2013	\$35.00
41350	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	10/14/2013	\$35.00
41422	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	01/02/2014	\$35.00
41423	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	01/02/2014	\$35.00
41462	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	11/04/2013	\$35.00
41526	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	10/14/2013	\$35.00
41527	N	N	1	OKM12.24.088	NO PARK 3AM/5AM ON MAIN STREET	C	10/14/2013	\$35.00
							Sum:	\$245.00

Approved On Behalf Judge



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: March 4, 2024

Subject: Resolution 24-2024 Commercial Lease Team One

---

The Attached Resolution 24-2024, approving a Commercial Lease Agreement with Klimek Investments LLC, is forwarded for your consideration.

The City has received funding from multiple sources to assist in the delivery of Public Safety services. These additional funds have allowed us to increase our staffing levels with the addition of policing positions, the C.O.R.E. position, and the new Team O.N.E. position. We now need additional office space to support these positions and programs.

The 2024 budget anticipated the need for additional space with a \$300,000 appropriation for land acquisition. Several properties were considered for acquisition, but after consideration of the cost and the uncertainty of the continued funding, we determined leasing a space would be more advantageous for our needs.

Office space is available for lease is at 21 North Main. The Resolution approves a 2-year lease with Klimek Investments LLC for the use of this space.

I approve this Resolution and urge it Adoption.

**RESOLUTION NO. 24-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING  
A COMMERCIAL LEASE AGREEMENT WITH KLIMEK INVESTMENTS, LLC.**

**WHEREAS**, Public Safety is critical function of our local government; and

**WHEREAS**, successful public safety services includes response, intervention, community participation and enforcement; and

**WHEREAS**, grant funding has provided for additional staffing and programs to assist traditional public safety with outreach and intervention; and

**WHEREAS**, additional office space is needed to facilitate the additional programs and staffing required to implement these outreach and intervention programs; and

**WHEREAS**, a Commercial Lease Agreement between The City of Omak and Klimek Investments, LLC has been negotiated and prepared for a commercial building lease of the property located at 21 North Main Street.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Omak, Washington, hereby approves the Commercial Lease Agreement, attached hereto as exhibit "A", between the City of Omak and Klimek Investments, LLC. The Mayor is hereby authorized to execute the same for and on behalf of the City,

**INTRODUCED** and **PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, Deputy Clerk

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

# DRAFT

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made effective on the 1<sup>st</sup> day of April, 2024 by and between **Klimek Investments, LLC**, herein "Lessor", and **City of Omak**, herein "Lessee", WITNESSETH:

For and in consideration of the moneys hereinafter agreed to be paid, and the agreements herein contained, Lessor does hereby lease unto Lessee the following described real property situate in Okanogan County, Washington, to-wit:

ADDRESS: 21 N. Main St., Omak, Washington

LEGAL DESCRIPTION: Lot 6 Block 8 Omak

herein the "Premises", upon the following terms and conditions, each of which shall be deemed material:

**1. TERM:** The term of this lease shall be for two (2) years, commencing April 1, 2024 and terminating March 31, 2026 unless as hereinbelow provided in the event of default. If Lessee is unable to take possession of the Premises on April 1 the monthly rental amount shall be prorated to the actual day of possession.

**2. RENTAL:** The rental for the lease term shall be the sum of \$1,500 per month, due on the first day of each month of the term herein provided; All rental payments shall be paid to Lessor at PO Box 868 Omak, WA 98841, or such other place as Lessor shall direct in writing to Lessee. If payment is made more than four

(4) days after its due date, then a late payment charge of \$25.00 shall be added to the scheduled payment.

**3. UTILITIES:** During the term of this Lease, the Lessee shall be solely responsible for the payment of any and all utilities of the Premises, including, but not limited to, gas, electric, telephone, cable and any service fees required for the installation of these utilities. The Lessee shall also be solely responsible for the payment of any and all water bills, sewer bills and garbage collection costs concerning the Premises.

**4. REPAIR AND MAINTENANCE:** Lessor shall provide HVAC filter cleaning on a monthly basis. It shall be the Lessee's sole responsibility to keep and maintain the entire remaining Premises, and every part thereof, in good condition and repair at all times during the term of the Lease. Lessee shall keep and maintain the Leasehold Premises in a clean, sanitary and safe condition, at all times during the term of the Lease, in accordance with the laws of the State of Washington and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, ordinance and otherwise, affecting said premises. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may, but shall not be required to do so, make and complete said repairs, and Lessee shall pay the cost thereof to Lessor upon demand. At the time of the expiration of the tenancy herein, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted.

Lessee acknowledges that it has had opportunity to fully inspect the premises and leases the same in their present condition, AS IS, without representation or warranty, express or implied, by Lessor.

Upon termination of this lease agreement, including any renewal term, Lessee agrees to vacate the premises in the same condition as they are now, reasonable wear and tear excepted, and in a neat and broom clean condition and to deliver all keys to Lessor.

**5. PROPERTY TAXES:** Lessor shall be responsible for payment of all real property taxes and assessments assessed upon the property for the rental term. Lessee shall pay in a timely manner all taxes levied upon Lessee's personal

property and the business conducted by Lessee, and shall not allow the same to become a lien upon the property. Lessee shall reimburse Lessor for the payment of the real property taxes. Lessor shall give Lessee a statement showing real estate taxes paid and reimbursement shall be made within 30 days of Lessee's receipt of such statement.

6. **INSURANCE AND LIABILITY:** Lessor shall not be liable for any damage to persons or property sustained by Lessee or others (except Lessor and their agents) caused by any defects in the premises or hereafter occurring thereon, or caused by fire or the bursting of leaking of sewer, water or other pipes, or due to the happening of any accident from whatever cause on and about the premises. All personal property of Lessee placed upon or within the property shall be at the sole risk of Lessee.

Lessor shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Lessee shall reimburse Lessor for payment of fire and extended coverage insurance. Lessor shall give Lessee a statement showing insurance paid and reimbursement shall be made within 30 days of Lessee's receipt of such statement.

7. **ALTERATIONS/IMPROVEMENTS:** Lessee shall not make any alterations, additions or improvement to the property without the consent of the Lessor first obtained. All alterations, additions and improvements which shall be made shall be at the sole cost and expense of Lessee, and shall become a part of the leased property and shall remain upon and be surrendered with the property at the termination of this Lease term. If the Lessee shall perform work with the consent of the Lessor, Lessee agrees to comply with all laws, ordinances, rules and regulations of the State of Washington, the County of Okanogan, and the Town of Omak. The Lessee further agrees to hold the Lessor harmless from damage, loss or expense arising out of the said work, and not to allow any liens to arise against the premises on account thereof.

8. **USE:** Lessee shall use the property consistent with all applicable zoning and use codes of the town, county and/or state and shall not use the property in any illegal manner or for any illegal purpose.

1           **9.     DAMAGE OR DESTRUCTION OF PREMISES:** In the event that the  
2 premises or the building in which the same are situate shall be damaged or  
3 destroyed by fire, flood or other cause other than any act or omission of Lessee or  
4 his agents, employees, invitees or licensees, rendering the premises unLesseeable in  
5 whole or in any substantial part, then it shall be optional to Lessor to repair or  
6 replace the premises or the building in which they are situate. Lessor shall not be  
7 liable for any consequential damages caused by such damage or destruction, and  
8 Lessee shall be responsible for any business interruption insurance desired by  
9 Lessee upon his business conducted in the premises.

10           **10.   SUBORDINATION:** Lessee agrees that this Lease shall be  
11 subordinate to any mortgages or deeds of trust that may exist upon or hereafter be  
12 placed upon said premises and to any and all advances to be made thereunder, and  
13 to the interest thereon, and all renewals, replacements and extensions thereof.  
14 Lessee agrees that upon the request of Lessor, any mortgagee or any trustee, it shall  
15 execute whatever instruments may be required to carry out the intent of this  
16 Section.

17           **11.   ASSIGNMENT AND SUBLETTING:** Lessee agrees not to assign or  
18 in any manner transfer this Lease or any estate or interest therein by operation of  
19 law or otherwise without prior written consent of Lessor, and not to sublet the  
20 leased premises or any part(s) thereof or allow anyone to come in with, through or  
21 under it without like consent. Consent by Lessor to one or more assignments of  
22 this Lease or to one or more sublettings of the leased premises or the collection of  
23 rent by Lessor from any assignee or sub-lessee shall not operate to exhaust Lessor's  
24 rights under this Article. In the event that Lessee, with or without the previous  
25 consent of Lessor, does assign or in any manner transfer this Lease or any estate or  
26 interest therein, Lessee shall in no way be released from any of its obligations under  
27 this Lease.

28           **12.   NOTICE:** Any notice required to be served in accordance with the  
terms of this Lease Agreement shall be sent by U.S. mail, first class, return receipt  
requested, to the other party at their address set forth below in this Agreement, or  
such other address as either party shall notify the other in writing.

**13.   DEFAULT AND RE-ENTRY:** If any rents above reserved shall be and  
remain unpaid when the same shall become due, or if the Lessee shall violate or

1 default in any of the covenants herein contained, the Lessor may cancel this Lease  
2 upon giving written notice to Lessee as required by law. In the event of such  
3 termination by Lessor, Lessor may re-enter the premises, but notwithstanding such  
4 re-entry by the Lessor, the liability of the Lessee for the rent for the remainder of  
the lease term shall not be extinguished, less any rentals paid to Lessor upon  
reletting of the premises to another Lessee.

5  
6 **14. HOLDING OVER:** Any holding over after the expiration of the term  
7 hereof with the consent of the Lessor, shall be construed to be a tenancy from  
month to month (at twice the monthly minimum rental herein specified).

8  
9 **15. RIGHT OF ENTRY:** Lessor or Lessor's agent shall have the right to  
10 enter the Leasehold Premises at all reasonable times to examine the same, and to  
11 make such repairs, alterations, improvements or additions as Lessor may deem  
12 necessary or desirable, and Lessor shall be allowed to take all material into and  
13 upon said premises that may be required therefore without the same constituting  
an eviction of Lessee in whole or in part, and the rent reserved shall in now wise  
abate while said repairs, alterations, improvements or additions are being made, by  
reason of loss or interruption of business of Lessee, or otherwise.

14  
15 **16. SUCCESSORS:** All rights and liabilities herein given to, or imposed  
16 upon, the respective parties hereto shall extend to and bind the several respective  
17 heirs, executors, administrators, successors, and assigns of the said parties; and if  
18 there shall be more than one Lessee, they shall be bound jointly and severally by  
19 the terms, covenants and agreements herein. No rights, however, shall inure to the  
benefit of any assignee of Lessee unless the assignment to such assignee has been  
approved by Lessor in writing as provided in Paragraph 10 herein.

20  
21 **17. COSTS AND ATTORNEY FEES:** If any action be brought by either  
22 party to enforce any term or provision of this agreement or to determine the rights  
23 of any party hereto, then the substantially non-prevailing party in such action shall  
24 pay to the substantially prevailing party all costs and expense of such action,  
including reasonable attorney fees incurred therein and in any appeal thereof.  
Jurisdiction and venue for any action arising hereunder shall lie in Okanogan  
County, Washington.

25  
26 **18. NONWAIVER OF BREACH:** The failure of either party to insist  
upon strict compliance with any of the covenants or agreements of this Lease, or to

# DRAFT

exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenant or agreement, but the same shall be and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands under date above set forth.

**LESSOR:**

Klimek Investments, LLC

\_\_\_\_\_  
By: Jeffrey Klimek Member

**LESSEE:**

City of Omak

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

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

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



# DRAFT

1 STATE OF WASHINGTON )  
2 ) ss.  
3 County of Okanogan )

4 I hereby certify that I know or have satisfactory evidence that Jeffrey Klimek is the  
5 person who appeared before me, and said person acknowledged that he signed this  
6 instrument, on oath stated that he is authorized to execute the instrument and  
7 acknowledged it as the Member of Klimek Investments, LLC to be the free and voluntary  
8 act of such party for the uses and purposes mentioned in this instrument.

9 GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024

10 \_\_\_\_\_  
11 Notary Public in and for the State of  
12 Washington, residing at \_\_\_\_\_.  
13 My commission expires \_\_\_\_\_.

14 STATE OF WASHINGTON )  
15 ) ss.  
16 County of Okanogan )

17 I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_  
18 is the person who appeared before me, and said person acknowledged that he/she signed  
19 this instrument, on oath stated that he/she is authorized to execute the instrument and  
20 acknowledged it as the \_\_\_\_\_ of City of Omak to be the free and voluntary act  
21 of such party for the uses and purposes mentioned in this instrument.

22 GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024

23 \_\_\_\_\_  
24 Notary Public in and for the State of  
25 Washington, residing at \_\_\_\_\_.  
26 My commission expires \_\_\_\_\_.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 4, 2024

Subject: **Resolution 25-2024** Approving the purchase of playground equipment

---

The attached Resolution 25-2024, **A Resolution of the Omak City Council Approving Purchase of playground equipment**, is forwarded for your consideration.

This purchase of playground equipment is included in the 2024 budget. Matt and Tim have worked on this and have received a discount on the equipment we would like to purchase.

We have received three quotes and reviewed the quotes for accuracy and price. The lowest responsive quote is from Playground Boss in the amount of \$46,696.00.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 25-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
PLAYGROUND EQUIPMENT.**

**WHEREAS**, the purchase and installation of playground was approved in the 2024 Budget; and

**WHEREAS**, assembly and installation of the equipment will be completed by the Public Works Department; and

**WHEREAS**, playground equipment from three vendors were evaluated for price, function, and ease of installation by the Public Works Department; and

**WHEREAS**, equipment supplied by Playground Boss met the needs of the department at the least cost.

**NOW, THEREFORE BE IT RESOLVED** the City Council of the City of Omak, do hereby approve the purchase of playground equipment from Playground Boss as attached in Exhibit "A", in the amount of \$46,696.00.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



ACCOUNT REP: Cole Campbell  
cole@playgroundboss.com  
1-800-878-0320 ext. 102

QUOTE #: 022924-18818  
DATE CREATED: 02-29-2024  
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Tim Omer  
COMPANY: CITY OF OMAK  
ADDRESS: 220 Columbia St  
Omak, Washington 98841  
EMAIL: pwadminassistant@omakcity.com  
PHONE: 509-826-1170



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Tim Omer  
COMPANY: CITY OF OMAK  
SHIP TO ADDRESS: 220 Columbia St  
Omak, Washington 98841  
EMAIL: pwadminassistant@omakcity.com  
PHONE: 509-826-1170

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Monkey In The Middle SKU: PGB-20221 Variants: COLOR SCHEME: Natural FREE SHIPPING - Age: 2 to 12, Child Capacity: 29, Play Activities: 7 Safety Use Zone: 37ft x 23ft INCLUDES FREE SAFETY SIGN  <<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>	\$ 33,114	\$16,557	\$ 16,557
1	Chimp Champ SKU: PGB-20230 Variants: COLOR SCHEME: Natural FREE SHIPPING - Age: 2 to 12, Child Capacity: 38, Play Activities: 9 Safety Use Zone: 38ft x 27ft INCLUDES FREE SAFETY SIGN  <<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>	\$ 37,068	\$18,534	\$ 18,534
1	I Spy SKU: PGB-20211 Variants: COLOR SCHEME: Natural FREE SHIPPING - Age: 2 to 5, Child Capacity: 16, Play Activities: 5 Safety Use Zone: 23ft x 21ft	\$ 19,790	\$9,895	\$ 9,895
1	5 Single Post Swing Frame With Arm SKU: PGBSPF-80266 Variants: POST COLOR: Rainforest Green Age: 2 to 12, Child Capacity: 3, Play Activities: 1, Safety Use Zone: 30ft x 33ft	\$ 1,348		\$ 1,348
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
1	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 307

Note  
Delivery Only.

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Additional Discount SKU: DISCOUNT Additional discount applicable if your order is placed by 3/08/24		\$ 1,500	\$ -1,500
	Shipping And Freight Charges SKU: SHIPPING Delivery of products to supplied shipping address	\$ 1,249		\$ 1,249

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Subtotal	\$ 46,696
Tax	\$ 0
	<b>\$ 46,696</b>

Account Rep: Cole Campbell  
cole@playgroundboss.com  
1-800-878-0320 ext. 102

Authorized Purchaser:   
Date:

Have questions about this quote?

CALL US  
1-800-878-0320



Ages 2-12

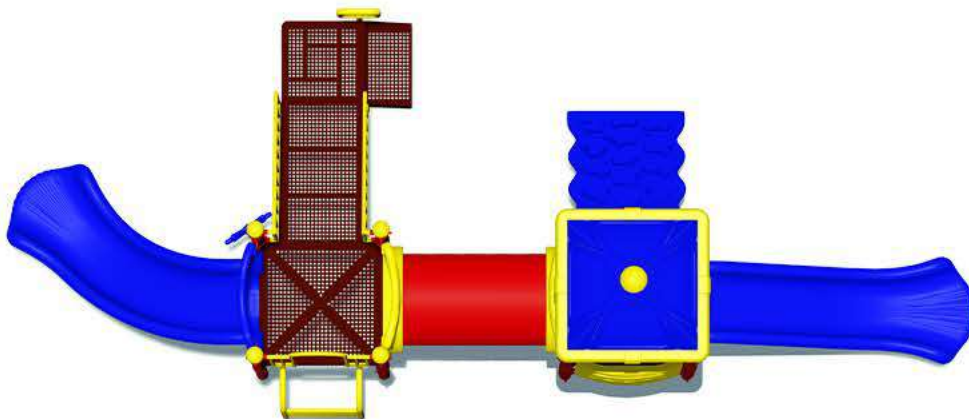
Use Zone: 37ft x 23ft  
Child Capacity: 29  
Play Activities: 7

## Monkey In The Middle

SKU: PGB-20221



1



Call Us  
1-800-878-0320

PlaygroundBoss.com



Ages 2 to 12

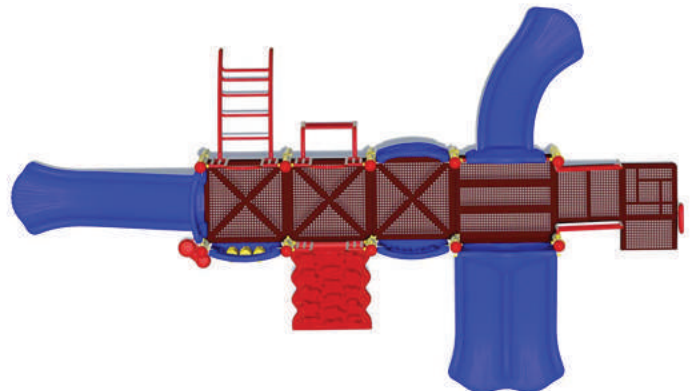
Use Zone: 38ft x 27ft  
Child Capacity: 38  
Play Activities: 9

## Chimp Champ

SKU: PGB-20230



2



Call Us  
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)





Ages 2 to 12

Use Zone: 30ft x 33ft  
Child Capacity: 3  
Play Activities: 1

## 5in Single Post with Arm Swing Frame

SKU: PGBSPF-80266



3



Call Us  
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)





Ages 5-12

Child Capacity: 1  
Play Activities: 1

## Belt Seat Swing Bundle

SKU: PGBS130-Bundle



Call Us  
1-800-878-0320

PlaygroundBoss.com





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**866-366-0535**

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▾

1

▴

Buy Now

Add to Quote

4



Meets National Standards For **ASTM** F1487-17 **CPSC** Guidelines #325 **IPEMA** Certified

### Description

Our I Spy playground is the perfect choice if you are looking to maximize the fun without taking up too much space. This is a great playground to introduce younger children to playgrounds as it has all of the necessities without being too intimidating in size. The I Spy features an ADA Transfer Station, Climber Wall, colorful Gear Panel, and Straight Slide. It also has a Counter Panel and Double Seat option for more fun on the ground.

- One Single Slide for excitement.
- Kids can participate in interactive play with Activity Panels.
- Climber to promote a challenge and physical development.
- Structure accommodates up to 16 children ages 2-5 years.
- 15 year limited warranty on UV stabilized and rotationally molded plastic components.
- UV stabilized and rotationally molded plastic parts.
- Lead-free Polyethylene coating for optimal durability.
- 12 gauge galvanized powder-coated upright posts are 3.5 in diameter.
- Upright posts, steel hardware, aluminum decks, component clamps, and post caps are backed by 100 year limited warranty.
- ASTM and CPSC safety certified.
- ADA Accessible via transfer station for inclusive play.

Playground Boss is the industry leader in quality commercial playground equipment, site furnishings, and more. Our dedicated team of playground specialists is committed to offering planning guidance and aid to ensure you get the best playground solution within your budget.

Give us a call today at 1-866-484-4531 if you're ready to create your new playground.



#### Have Questions or Need Help?

**Live Chat**  
Mon - Fri 8-5 CST

Speak with a specialist  
**1-866-366-0535**

Downloads



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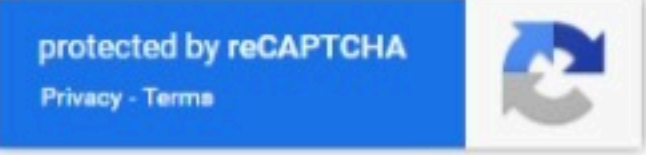
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Legend





# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 4, 2024

Subject: **Resolution 26-2024** Approving the public works contract with Pump Tech LLC to repair North East Well

---

The attached Resolution 26-2024, **A Resolution of the Omak City Council Approving, a public works contract with Pump Tech LLC**, is forwarded for your consideration.

The water department noticed reduced production at North East Well and had Pump Tech do some preliminary testing of the Pump and Motor. It has been determined that we need pull the pump and inspect the pump and pipe. The equipment was installed and has been in operation since 2001.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 26-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PUBLIC WORKS  
CONTRACT WITH PUMP TECH LLC**

**WHEREAS**, the North East Well is not operating within its designed capacity; and

**WHEREAS**, the submersible pump needs to be removed from the well casing and inspected for needed repairs; and

**WHEREAS**, Pump Tech was the original installer of the North East Well pump, and they were selected to perform the work based on their experience a familiarity with the existing system; and

**WHEREAS**, a Public Works Contract has been prepared to include costs and scope of Work.

**NOW, THEREFORE BE IT RESOLVED** the City Council of the City of Omak, do hereby approve the Public Works Contract with Pump Tech LLC as attached, Exhibit "A", in the amount of \$16,788.45.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## **PUBLIC WORKS CONTRACT**

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

**PUMP TECH, LLC  
209 S HAMILTON RD  
MOSES LAKE, WA 98837**

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:

### **NORTH EAST WELL REPAIRS**

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

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

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

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

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

Executed by the Contractor this 1st day of March, 2024

CONTRACTOR: PumpTech, LLC

By: [Signature] Inside Sales Project Manager  
Signature Title

PRINTED NAME: Rob Stuart

ADDRESS: 209 S. Hamilton Rd.

Moses Lake

City

WA

State

98837

Zip

PHONE: 509-766-6330

FAX Number: 509-766-6331

State of Washington Contractor's License Number: PUMPTL\*793PK

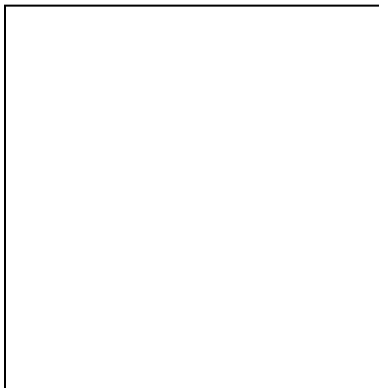
Federal Tax I.D. Number: 87-1466136

UBI Number. 604 795 44

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

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



**PumpTech, LLC**  
209 S Hamilton Rd  
Moses Lake, WA 98837  
Phone: 509-766-6330  
Fax: 509-766-6331  
nstark@pumptechnw.com

Page: 1

## Sales Quotation

**Customer#:** 0110600

**TO:**  
Jordan Verstegen  
Omak, City of  
PO Box 72  
\*\*\*\*\*Email invoice:  
apwd@omakcity.com  
Omak, WA 98841  
Phone: 509-322-4047  
Fax: 509-826-6531

**Salesperson:** Nathan Stark / Greg Rast  
**Lead Time:** SEE BELOW  
**FOB:** FOB ORIGIN - PPA  
**Ship Via:** PUMPTECH TRUCK

**Quote #:** 0181554  
**Date:** 2/13/2024  
**Expires:** 3/14/2024

**Project Name:** CITY OF OMAK WELL 4 PUMP REMOVAL & INSPECTION

Item		Price	Qty	Extend
WELL 4 PUMP REMOVAL & INSPECT	COST FOR CRANE CREW TO REMOVE WELL 4 GOULDS 5CLC PUMP W/ 20HP MOTOR & INSPECT AT SHOP. THIS COST IS FOR REMOVAL & INSPECTION ONLY & DOES NOT INCLUDE REPAIRS OR REINSTALLATION	15,000.00	1.00	15,000.00
40 Ton Large Crane-Full Day		0.00	1.00	0.00

### NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.  
By signature below, I accept this offering:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

SubTotal 15,000.00

Sales Tax: 1,260.00

**Total - Check/Cash:** 16,260.00

**Total - Card:** 16,788.45





## STANDARD TERMS AND CONDITIONS

**FORMATION OF CONTRACT:** These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgment by PUMPTTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, LLC's acknowledgment without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, LLC communicates to Purchaser via PUMPTTECH, LLC's acknowledgement, in writing. PUMPTTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, LLC prior to Quotation and referenced in the Quotation.

**CREDIT APPROVAL AND PAYMENT TERMS:** Credit approval is required by PUMPTTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

**CHANGE ORDERS:** Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, LLC, PUMPTTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

**SHIPMENT:** Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

**WARRANTY:** The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

**LIMITATION OF LIABILITY:** PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

**DISPUTE RESOLUTION:** All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

**CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the State of Washington.

**ATTORNEY FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**FINAL AGREEMENT:** This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)

## **Memorandum**

**To:** Cindy Gagne, Mayor / Omak City Council  
**From:** Tyler Wells, Building Official / Permit Administrator  
**Date:** March 1, 2024  
**Subject:** Building Department Report

- Several business/field inspections.
- Planning Commission meeting on February 6<sup>th</sup>.
- Home boarded up and property cleaned at 110 North Elm. (Abatement)
- Pre-Development meeting with OCCAC, ORFH and Staff. (Potential Affordable Housing Locations).
- Parcel Consolidation complete for two properties in the Wildwood development.
- Working with staff and agencies. Reference FEMA FIRM Maps.
- Short Plat application received for 4 lot short plat on Enterprise Drive. (North Omak)
- Issued 1 new abatement notice.
- Meeting with Staff and Ecology reference FEMA FIRM Maps/Levee
- 3 permits issued in February 2024.
- \$647.81 collected in permit/land use fees in February 2024.