
AGENDA
OMAK CITY COUNCIL MEETING
Monday, April 7, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Arbor Day Proclamation
2. National Library Workers Day Proclamation

E. CONSENT AGENDA

1. Approval of Minutes from March 17, 2025
2. Approval of 2025 Claims

F. CLOSED RECORD DECISION

1. Appr. Recommendation to Amend the Zoning Map & Comp. Plan

G. NEW BUSINESS

1. OBHC Color Walk Event – Request for Vendors and Amplified Sound
2. Res. 23-2025 – Appr. Public Works Contract - LED Lighting Upgrade
3. Res. 24-2025 – Appr. Emergency Condition – SCADA System Repairs
4. Res. 25-2025 – Appr. Professional Agreement for a Camp Host
5. Res. 26-2025 – Appr. Merchant Processing Agreement with Heartland
6. Res. 27-2025 – Appr. Public Works Contract to Install Park Lift Station

H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

I. ADJOURNMENT



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.



*** OFFICIAL PROCLAMATION ***

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world and;

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees – wherever they are planted – are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Cindy Gagné, Mayor of the City of Omak, Washington, do hereby proclaim **Friday, April 25, 2025**, as Arbor Day in the City of Omak, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 7th day of April 2025.

Cindy Gagné, Mayor



NATIONAL LIBRARY WORKERS DAY

Proclamation

WHEREAS, Omak Public Library serves as a cornerstone of knowledge and opportunity, providing essential resources, services, and programs that empower individuals to live, learn, and thrive in the 21st century;

WHEREAS, libraries of all types—including academic, public, school, government, and specialized libraries—play a vital role in fostering literacy, lifelong learning, and community engagement for people of all ages, backgrounds, and socioeconomic statuses;

WHEREAS, library workers like **Alyssa Cruz-Uribe** are dedicated professionals who create welcoming, inclusive spaces where knowledge is accessible to all, treating every patron with dignity, respect, and a commitment to service;

WHEREAS, librarians and library staff connect individuals with a world of information, offering expert guidance, digital literacy training, and critical access to books, technology, and research materials in person and online;

WHEREAS, libraries, library workers, and library advocates across the nation are joining together to celebrate **National Library Workers Day,**

THEREFORE, I, Mayor Cindy Gagne, do hereby proclaim **Tuesday, April 8, 2025,** as “**National Library Workers Day**” in **Omak, Washington.** I encourage all residents to recognize the efforts of library workers, take advantage of the invaluable resources offered by libraries, and express their appreciation for the essential role libraries and their staff play in enriching our communities and our nation.

Cindy Gagné, Mayor

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: April 7, 2025

Subject: **Closed Record Decision – Tollefson - Comprehensive Plan Amendment & Zoning Map Amendment.**

The applicants, Robert & Ronna Tollefson, filed a petition for annexation of Parcel #3427190051. The City Council, by Resolution, set the date for public hearing for November 18, 2024.

The City Council did preliminarily approve the annexation dependent on conditions as listed in the staff report dated November 12, 2024.

As requested, the applicants submitted a land use application proposing amendments to the City of Omak Comprehensive Plan and amendments to the City of Omak Zoning Map.

The City of Omak Planning Commission held an open record public hearing on April 1, 2025. The Omak Planning Commission, by motion and unanimous vote, made the decision to accept the proposed amendments as proposed and forward their recommendation to the Omak City Council for a final decision.

During the review period and public hearing there were no comments nor opposition to the proposal. Please see the attached letter of transmittal and staff reports.

I recommend approval of these amendments as proposed and laid out in the staff report dated March 25, 2025.



City of Omak
PO Box 72
Omak, WA 98841
Phone: 509-826-1170

LETTER OF TRANSMITTAL

DATE: April 1, 2025
TO: Omak City Council
FROM: Jack Schneider, Acting Chairman
Omak Planning Commission
RE: Planning Commission Recommendation – Omak Municipal Code Zoning Map Amendments & Greater Omak Area Comprehensive Plan Amendments.

Dear Councilmembers;

The Omak Planning Commission, in regular session April 1, 2025, Public Hearing, reviewed the proposed amendments to the City of Omak Zoning Map and the City of Omak Comprehensive Plan, submitted by Robert & Ronna Tollefson, and as presented from Omak Building Official Tyler Wells.

The following motion was made:

“Commissioner Paul Nash, seconded by Commissioner Erin Munding that the City Council approve the amendments as proposed in the staff report. Motion carried.”

Thank you for your time and consideration.

Sincerely,

Jack Schneider, Acting Chairman
Omak Planning Commission

STAFF REPORT

DATE: November 12, 2024
TO: Mayor Cindy Gagne' and Omak City Council
FROM: Tyler Wells, Building Official
RE: TOLLEFSON ANNEXATION REQUEST

Proposal:

The City Council, during its September 16, 2024, meeting, reviewed and accepted a letter of intent for annexation from Robert and Ronna Tollefson for approximately 1.08 acres of land in North Omak. On October 7, 2024, the City received a petition for annexation of the property and, by Resolution 68-2024, fixed the time for public hearing on the annexation request.

Location Information:

The subject property is one (1) parcel totaling 1.08 acres of land lying in the northern part of the City, directly East of North 40 Outfitters retail establishment, and directly West of Highway 97, in unincorporated Okanogan County. The parcel is contiguous to the City of Omak corporate limits. Parcel #3427190051.

Current Use:

The subject property is currently vacant and undeveloped.

Current Comprehensive Plan Designations:

According to the Greater Omak Area Comprehensive Plan, recently updated in February 2024, this area is designated low density residential. It is important to note that the designation of properties outside of the corporate limits is strictly for planning purposes since the County has not adopted, approved or in any way acknowledged the City's desires for lands outside of the corporate limits. The County's Comprehensive designation for the parcel is Rural. Neighboring properties in the immediate vicinity vary from Industrial and Mixed-Use, with predominantly commercial uses.

Current Zoning:

The land is presently zoned as Rural-1 under the County's Zoning Ordinance.

Proposed Zoning, Comprehensive Plan Designation and Uses:

The petitioners request that the property be zoned Heavy Industrial. The petitioners request that the comprehensive plan designation be changed from low density residential to Heavy Industrial. This change will require an amendment to the comprehensive plan under separate action by the city.

Floodplains, Shorelines, SEPA, Critical Areas and Other Environmental Constraints:

The property does not lie within a designated floodplain or shoreline area. According to the City of Omak's Critical Areas Map, the subject property lies within an area designated as having "high potential for aquifer recharge". As such any subsequent development shall comply with the City of Omak critical areas regulations as currently adopted or amended. Annexation proceedings are categorically exempt from SEPA review.

Reviewing Agencies:

The annexation petition and related materials have been circulated among city staff along with the required postings on the property and legal publications of notices in the Omak/Okanogan Chronicle. As of to date, no comments have been received.

Recommendations:

From various conversations with staff, it is the belief that the heavy industrial uses, the gun club/shooting range, and other commercial uses in immediate vicinity are not compatible with a residential designation. Currently the City of Omak has only two parcels of land that are designated as Heavy Industrial, both of which being in the immediate vicinity. This area appears to be the most ideal location to grow the Heavy Industrial use area. Being in very close proximity to a major state highway supports this type of designation/use. Residential uses are not nearly as compatible as the proposed heavy industrial designation.

Staff recommends that the City Council approve the proposed annexation by Ordinance subject to the following conditions:

1. That it is understood that the owners, heirs or assigns shall be responsible for any extension of streets, sidewalks, and/or utilities associated with development of the annexed property described above.

2. That plans for streets, utilities, sewer, storm drainage, and necessary fire suppression etc... and other proposed and/or required improvements, if any, be prepared by Washington registered professional engineer then submitted for review and approval by the City Public Works Director or other agency or department as appropriate (eg. electricity, cable, irrigation), in writing, prior to construction. Required improvements are specified in the City's Subdivision Ordinance, Chapter 17.28.
3. All improvements shall be inspected by appropriate City Public Works staff during construction, all required tests witnessed by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer.
4. The owners, heirs and assigns of the subject property agree to participate in a Road Improvement District or other transportation system (funding) entity if and when it is formed to the extent necessitated by the development.
5. That no development occurs until utility, storm drainage, landscaping and access plans are submitted and approved by the City.
6. That any easements required for extension of city utilities be granted to the city in a manner acceptable to the City and petitioner.
7. That if any archaeological material or human remains are encountered during the course of this undertaking, all activity will cease immediately and the Tribal Historic Preservation Officer of the CCT will be contacted as soon as possible. Activity on the undertaking will not resume until satisfactory arrangements have been made between the applicant and the Tribal Historic Preservation Officer.
8. That the owner will assume all or any portion of the existing city or town indebtedness in the area proposed to be annexed.
9. That final action on the approval of the annexation be dependent on approval of the proposed amendments to the Greater Omak Area Comprehensive Plan – land use designations map and the official zoning map, adopted pursuant Title 18 of the Omak Municipal Code, have been approved.

Findings of Fact:

1. That all requirements of Title 19 of the Omak Municipal Code and RCW 35.13.125 were followed during this process and that the applicants, heirs, and/or assignees as noted in the petition are required to adhere to these and future regulations for further land use actions of development proposals.
2. That the separate action of amending the comprehensive plan designation and zoning maps amendment will be required before the execution of final ordinance for annexation.
3. That the approval of the annexation process does not represent a granting of special privileges to the applicant.
4. That the public interest will be served by approval of the annexation process.
5. That all interested persons were given the opportunity to comment on behalf of this proposal during the public hearing before the Omak City Council held on November 18, 2024.
6. That annexations are exempt from SEPA review.
7. That the subject property is located within the Urban Growth Area as identified in the Greater Omak Areas Comprehensive Plan.
8. That there is adequate water capacity and wastewater treatment capacity to accommodate future needs of development.

STAFF REPORT

DATE: March 25, 2025
TO: City of Omak Planning Commission
FROM: Tyler Wells, Building Official
RE: CPA & ZMA-01-2025

Proposal:

Robert & Ronna Tollefson have filed an application for a City of Omak Comprehensive Plan amendment and a City of Omak Zoning Map amendment. The proposal entails re-zoning Parcel #9400160013, from its current zoning designation of Light Industrial (LI) into Heavy Industrial (HI) and amending the City of Omak Comprehensive Plan Land Use Designation Maps for Parcel #3427190051, from its current designation of Residential Single-Family (RS) into Heavy Industrial (HI). According to the application, the purpose of the proposal is to allow for more opportunities for future developments on the subject properties.

Background:

The applicants did submit a letter of intent for annexation of Parcel #3427190051 to the Omak City Council, which was accepted on September 16, 2024. The City did receive a petition for annexation and by Resolution 68-2024, fixed the time for public hearing on the annexation request. After the public hearing on November 12, 2024, the City Council did preliminarily approve the annexation with conditions listed in the staff report.

Condition #9:

“That final action on the approval of the annexation be dependent on approval of the proposed amendments to the Greater Omak Area Comprehensive Plan – land use designations map and the official zoning map, adopted pursuant Title 18 of the Omak Municipal Code, have been approved.

Location Information:

The subject properties are located in North Omak.
Okanogan County Parcel #9400160013 (currently inside City limits) (0.58 Acres). &
Okanogan County Parcel #3427190051 (currently outside of City limits) (1.08 Acres)
The two properties are contiguous, located directly East of North 40 Outfitters retail establishment, and directly West of Highway 97.

Current Use:

The subject properties are currently vacant and undeveloped.

Current Comprehensive Plan Designations:

According to the Greater Omak Area Comprehensive Plan, recently updated in February 2024, Parcel #3427190051 is designated low density residential. It is important to note that the designation of properties outside of the corporate limits is strictly for planning purposes since the County has not adopted, approved or in any way acknowledged the City's desires for lands outside of the corporate limits. The County's Comprehensive designation for the parcel is Rural. Neighboring properties in the immediate vicinity vary from Industrial and Mixed-Use, with predominantly commercial uses.

Parcel #9400160013 is designated as Mixed-Use.

Current Zoning:

Parcel #3427190051 is presently zoned as Rural-1 under the County's Zoning Ordinance.

Parcel #9400160013 is presently zoned as Light Industrial (LI) according to the City of Omak Zoning map.

Floodplains, Shorelines, SEPA, Critical Areas and Other Environmental Constraints:

The property does not lie within a designated floodplain or shoreline area. According to the City of Omak's Critical Areas Map, the subject property lies within an area designated as having "high potential for aquifer recharge". As such any subsequent development shall comply with the City of Omak critical areas regulations as currently adopted or amended. A SEPA determination of non-significance was issued on March 11, 2025, and no appeals have been received.

Reviewing Agencies:

The Land Use Application, SEPA Checklist, and related materials have been circulated among city staff, mailed to landowners within three hundred feet of the proposal, along with the required postings on the property and legal publications of notices in the Omak/Okanogan Chronicle. To date, no comments have been received.

Recommendations:

From various conversations with staff, it is the belief that the heavy industrial uses, the gun club/shooting range, and other commercial uses in immediate vicinity are not compatible with a residential designation. Currently the City of Omak has only two parcels of land that are designated as Heavy Industrial, both of which being in the immediate vicinity. This area appears to be the most ideal location to grow the Heavy Industrial use area. Being in very close proximity to a major state highway supports this type of designation/use. Residential uses are not nearly as compatible as the proposed heavy industrial designation.

Staff recommends that the City of Omak Planning Commission recommend approval of the proposed amendments, as proposed, and forward their recommendation to the Omak City Council via letter of transmittal.

Findings of Fact:

1. That all requirements of Title 18 & Title 19 of the Omak Municipal Code were followed during this process of this application.
2. That the approval of the proposed amendments does not represent a granting of special privileges to the applicant.
3. That the public interest will be served by approval of the proposed amendments.
4. That all interested persons were given the opportunity to comment on behalf of this proposal during the public hearing before the City of Omak Planning Commission held on April 1, 2025.
5. That a SEPA determination of non-significance was issued on March 11, 2025.
6. That there is adequate water capacity and wastewater treatment capacity to accommodate future needs of development.



1007 Koala Drive • Omak, WA 98841
509.826.6191 • Fax: 509.826.3029 • www.okbhc.org

Dear Omak City Council,

I am reaching out on behalf of Okanogan Behavioral Health Care (OBHC), the host of the annual Mental Health Month Color Walk and Resource Fair. This event is hosted in collaboration with the Foundation for Youth Resiliency and Engagement (FYRE).

We have reserved, and received confirmation of reservation, for the use of Eastside Park on May 17th for our fifth annual community event. This is a free event for community members of all ages. We have worked to expand this event year after year to reach additional members of our community and to increase community engagement. In 2024 we recorded nearly 40 booths and over 300 community member registrations for the event. The event is open to the public, community members are welcome to attend without prior registration.

During the event, we offer *free* lunches, activities, and shirts (to registered participants). We also provide community engagement opportunities including umbrella decorating and costume contests (with other partnerships, such as a Special Olympics-facilitated relay race, in the works).

The goal of this event is to reduce the stigma surrounding conversations about mental health, lower barriers to resources, highlight local organizations, and bring the community together.

Our utilization of park use aligns directly with the purpose of park use as stated in the Omak Municipal Code Ch. 13.04.020. However, as we look toward growing the event and increasing community engagement, we are requesting an allowance for the code as written.

The allowances requested include:

- Attendance of vendors
- Use of amplifying devices

Under Ch. 13.04.180 it is stated that “Solicitation, peddling, vendors, advertising or use of amplifying devices prohibited.” This section articulates that groups may request special permission from the council seeing as “the sale of such goods to be consistent with the general intent and use of the parks and park facilities.”

In the organization of this event, we have received requests from two local vendors we have deemed fit this intent of use and align with our event goals.

The first vendor is The Sugar Shack LLC, UBI: 504839128, owned and operated by Brittany and Korey Carden. The Sugar Shack has a physical location in Okanogan and operates a mobile stand for community events. This business is primarily operational between June and August.

The second vendor is Rezz Licious LLC, UBI: 605390687, owned and operated by Angela Bent. Rezz Licious is a pop-up and delivery-based business. Previous events this vendor has participated in include but are not limited to Okanogan Days, May Day, and Millpond Days.

These vendors would both offer *optional* items for purchase by community members. The items offered by each vendor have been deemed by OBHC and event partners to add benefit to the event without taking away from the goals established. Each item planned to be sold by these vendors is under \$10 and not in direct competition with any of the services offered by other attending organizations.

As previously stated OBHC will be providing food at no cost to attendees. Therefore, we will not be actively increasing the demand for purchasing items for the community members in attendance. This in turn would offer the opportunity to highlight two local small businesses that otherwise would not have the opportunity to be open and operational at that time.

We also request special permission to allow the use of amplifying devices during the event. As the event increases the number of activities and participants, we want to continue meeting the needs of community members involved. The Color Walk utilizes the fitness trail throughout the event, limiting the ability to hear announcements of activities and contest winners for those walking the trail.

The use of amplifying devices would not be to take away from park utilization for community members who chose not to join our event, but rather to increase the ability of all participants to actively engage in the entirety of the event.

Thank you for your consideration.

I will be in attendance to answer any questions you may have.

Best,
Erica Good
Director of Communications
Okanogan Behavioral HealthCare
egood@okbhc.org

Connie Thomas

From: PARK REQEST REVIEW <omak-wa@municodeweb.com>
Sent: Wednesday, December 18, 2024 3:31 PM
To: Connie Thomas
Subject: Form submission from: Park Reservation Request

[External Email]

Submitted on Wednesday, December 18, 2024 - 3:31pm

Submitted by anonymous user: 63.142.195.130

Submitted values are:

CAMPLIFE REGISTRATION

ARE YOU RESERVING A SPORTS FIELD? YES

PARK AREA REQUESTED FITNESS TRAIL

REQUESTER'S CONTACT INFO

REQUESTER'S NAME Erica Good

COMPANY NAME (IF APPLICABLE) Okanogan Behavioral HealthCare, Inc

REQUESTER'S E-MAIL ADDRESS egood@okbhc.org

REQUESTER'S PHONE NUMBER 5098268580

EVENT INFORMATION

EVENT NAME Mental Health Month Color Walk

APPROXIMATE NUMBER OF PEOPLE ATTENDING 340

DATE REQUESTED Sat, 05/17/2025

TIME OF EVENT

START TIME 7:00 am

END TIME 4:00 pm

SPECIAL ACCOMMODATIONS

WILL YOU BE SELLING ANY ITEMS? NO

WILL THERE BE AMPLIFIED SOUND AT YOUR EVENT? YES

WILL YOU BE INVITING THE PUBLIC? YES

BOUNCY HOUSE USE IN CITY PARKS I ACKNOWLEDGE

BASED UPON YOUR RESPONSE TO INVITING THE PUBLIC I ACKNOWLEDGE

BASED UPON YOUR RESPONSE TO AMPLIFIED SOUND I ACKNOWLEDGE

REQUESTS OR CONCERNS

DID YOU PURCHASE TABLES ON CAMPLIFE? NO

ADDITIONAL REQUESTS OR CONCERNS

We intend to use the entire fitness trail area, tennis courts, basketball court, parking, scoreboard, visitor center, tennis court power outlets.

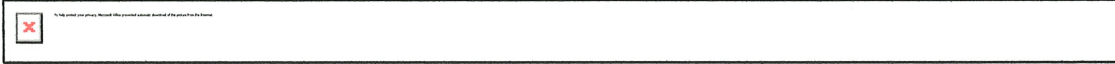
We plan to have signs placed (in ground) along the trail.

We plan to have 1-2 food vendors who will make arrangements (on their own) with the city.

Upon approval will you please add the event to your events calander!

From: Okanogan Behavioral HealthCare <carolbelle@okanoganbehavioralhealthcare.ccsend.com>
Sent: Friday, May 10, 2024 2:15 PM
To: Information
Subject: Color Walk Information for Walkers

[External Email]



For more information regarding this release contact:
Carolbelle Branch, Director of Communications
Office (509) 826-8580
Cell (509) 861-8182
cbranch@okbhc.org

INFORMATION FOR WALKERS
Fourth Annual Mental Health Month Color Walk
Saturday, May 18, 2024, 9:00am to 2:30pm
Omak Eastside Park Fitness Trail

(If you aren't joining us this year, remember to mark your calendar now and join us for the 2025 Mental Health Color Walk on Saturday, May 17, 2025.)

We hope you enjoy the Color Walk as much as we do. It's a great way to have fun with friends and family and help celebrate Mental Health Month by enjoying a walk or two around the fitness trail while getting doused with brightly colored, non-toxic powders.

By joining in the fun, you can help STOP THE STIGMA surrounding mental illness and substance use disorders, and learn more about the many organizations whose work has positive impacts on mental and physical health.

Here's what you need to know:

•**WALKS, GAMES, ACTIVITIES, LIVE MUSIC, AND HOT DOGS ARE FREE!** Shaved Ice will be available for purchase.

•**YOU DON'T HAVE TO BE REGISTERED TO WALK:** But it does help us with planning. If you haven't already registered, just go online to www.okbhc.org/colorwalk.

•**CHECK-IN:** Starts at 9:00am. Please go to the check-in booth when you arrive to pick up your booth packet, which includes:

- A map of the event with booth numbers and locations, including an alphabetical listing.
- A schedule of events, so you know what's going on and when.
- A packet of brightly colored powder to throw and get you started!
- T-shirt(s) if you registered by April 17.

•**BOOTHS AND ACTIVITIES:** Open at 9:00am.

•**OPENING CEREMONIES:** Start at 9:45am.

•**WALK TIMES:** 10am; 11am; 12:30pm; 1:30pm. (the 11am walk is color-free)

- PARKING:** Please park in the graveled parking areas outside the fitness trail. Please do not park in the Visitor Center Parking Lot – it is reserved for some of our participating organizations..
- WEAR A COSTUME AND/OR BRING A DECORATED UMBRELLA** for a chance to win \$100!
- COME PREPARED FOR WEATHER!** We strongly recommend that you check the weather report so you can dress accordingly.
- HAVE FUN!** – See you there.

###

About OBHC

Okanogan Behavioral HealthCare is the largest and most comprehensive provider of behavioral health services in Okanogan County. Our professional, caring and compassionate staff members provide culturally relevant 24/7 crisis response; mental and behavioral health counseling; substance/opioid use disorders prevention, treatment and recovery support; therapeutic court services; and developmental disability programs to community members of all ages, regardless of race, color, national origin, gender, disability, religion, creed, age, sexual orientation, educational achievement or socio-economic status.

About FYRE

The Foundation for Youth Resiliency and Engagement (FYRE) is a youth services and advocacy nonprofit focused on serving unmet needs of young people ages 12-24 in Okanogan County. From helping with basic needs like clothing, common health/hygiene items, or a place to do homework or laundry, to assistance with bigger life challenges like accessing physical/behavioral health care and insurance, navigating the justice system, supporting educational efforts, or teaching life skills for living independently, FYRE is ready to help. Learn more at www.okfyre.org, or by contacting FYRE at (509) 557-6457 or info@okfyre.org.

Visit our website

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Okanogan Behavioral HealthCare | 1007 N Koala, Omak, WA 98841

[Unsubscribe information@omakcity.com](mailto:Unsubscribe_information@omakcity.com)

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: April 7, 2025

Subject: **Resolution No. 23-2025** Approving the Public Works Contract with Slatercom Lighting Solutions for LED Lighting Upgrade at the Omak Stampede Arena

This project will upgrade the lighting within the Stampede Arena to LED lighting. This project is the result of a 2024 Capital Grant that Stampede, Inc. received. As the “owner” of the facility the City was required to administer the grant. Stampede has facilitated the scope and deliverables of the project. The project will replace existing obsolete arena lighting with LED energy-efficient lighting.

I support this Resolution and recommend its approval.

RESOLUTION NO. 23-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH SLATERCOM LIGHTING SOLUTIONS FOR LED LIGHTING UPGRADE AT THE OMAK STAMPEDE ARENA

WHEREAS, the Public Works Department has the need to have the lights within the Stampede Arena upgraded to LED fixtures; and

WHEREAS, the City of Omak was awarded a grant through the Washington State Department of Commerce; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Public Works Contract with Slatercom Lighting Solutions for LED lighting upgrade at the Stampede Arena, 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 _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

QUOTATION



Slatercom
7905 Slater Street
Salem, OR 97317-9053
Office: 503-581-5550
Fax: 503-364-2179
www.slatercom.com

April 3, 2025

Customer: Omak Stampede
Todd McDaniel- Omak City Administrator; Leon Hoover- Omak Stampede
421 Stampede Dr. E.
Omak, WA 98841

Quotation #: 23-051504Rev5

Project Name: Omak Stampede Phase 1- ARENA LED Lighting Rev5

Item #	Brand	Description-	Qty	Price Ea.	Ext. Price
1		PRIMARY RODEO/RIDING ARENA LIGHTING SYSTEMS.Replaces 12 total 1500W Halogen and Metal Halide Flood lights on poles and 34 fixtures on "pods" on building roof fascia facing the arena.			
2	Slatercom/Green Inova	LED Stadium Light, 7H 600W 30 degree, with 7 pin receptacle and DALI drivers; note- Comprised of: 19 ea. with Slipfitter Mount, 7 ea. with standard swivel bracket mount	27	\$1,090.00	\$29,430.00
3	Slatercom/Green Inova	LED Stadium Light, 7H 600W 60 degree; note- Comprised of: 7 ea. with Slipfitter Mount, 5 ea. with standard swivel bracket mount	12	\$1,090.00	\$13,080.00
4	Slatercom/Green Inova	LED Stadium Light, 7H 600W 21 degree; note- Comprised of: all 8 with Slipfitter Mount	6	\$1,090.00	\$6,540.00
5	Slatercom/Green Inova	LED Stadium Light, 7H 320W 40 degree; Photometric shows one 40D fixture on east side pole, shining backward, but add two 40D or 60D fixture to the East pole shining N-NE that isn't on photometric, and then add two 40D fixture to both West-side poles to add backlighting that doesn't show on existing photometric	5	\$839.00	\$4,195.00
6	Slatercom	Upward Sweep L-bracket, with 6 x 12 x quarter inch back plate galvanized, and with hardware to bolt through the two L-bracket bolts plus two additional for outside ends of plate on inside of fascia, and with U-bolt set for sports light	34	\$295.00	\$10,030.00
7	Slatercom	Slatercom custom mount for wood poles, heavy duty galvanized, and with galvanized all thread bolts and hardware; NOTE- 2 ea. 5-fixture mounts, 1 ea. 4-fixture mount, and one 3-fixture mount	4	\$750.00	\$3,000.00
8	Slatercom	Slatercom Circuit Board-Disconnect enclosure, for 7 fixtures, in NEMA rated enclosure; note- use on east wood pole with 7 total fixtures	1	\$1,595.00	\$1,595.00
9	Slatercom	Slatercom Circuit Board-Disconnect enclosure, for 5 fixtures, in NEMA rated enclosures; note- use on west side wood poles with 5 fixtures	2	\$1,495.00	\$2,990.00
10	Slatercom	AL junction box, for fascia, with hardware, cable glands and DIN Terminals for 2 fixtures; note- to mount to back of fascia/metal joist, and perhaps use through bolt from the L-bracket OR from one of the side bolts in the backplate.	5	\$220.00	\$1,100.00
11	Slatercom	AL junction box, for fascia, with hardware, cable glands and DIN Terminals for 3 fixtures; note- to mount to back of fascia/metal joist, and perhaps use through bolt from the L-bracket OR from one of the side bolts in the backplate.	8	\$250.00	\$2,000.00
12	Slatercom	Top of Pole Junction Box, for 7 fixtures, to use on East pole	1	\$269.00	\$269.00
13	Slatercom	Top of Pole Junction Box, for 5 fixtures, to use on East pole	2	\$249.00	\$498.00
14	Slatercom	Misc Hardware Kit, includes mount hardware, cable straps, cable clamps, hardware for J-box and base Circuit breaker box, beam clamps for three pole arms, all thread rod for the four total mounts on 3 poles	1	\$750.00	\$750.00
15					
16	Slatercom	Slatercom Install, GC using licensed electrical sub, includes time, lift rental, and all other costs. MAIN ARENA Lighting UPGRADE to Include additional protective Breaker boxes: Slatercom and electrical sub personnel to travel to site and decommission existing lighting on the poles and roof edges, then fully install and aim the new system. Includes mobilization, per diem, on-site work, electrical sub/permits, and electrical sub work, along with associated lift rentals. Note- This quote assumes that voltage in the range of 208-277V is available. If not, additional costs may apply in order to gain that voltage.This price is for removal of old, install of all new per above quote, and disposal/clean up of all fixtures and packaging.	1	\$55,800.00	\$55,800.00
17	State of WA	Taxes, Okanagon County 8.5%	1	\$11,158.55	\$11,158.55
18	Colville Tribes	TERO FEES, 5% of Project	1	\$7,500.00	\$7,500.00
19					
20		Note- Slatercom Lighting Solutions is a division of Afcomm, LLC. WA License info: AFCOML*952NN Expiration is 11/8/25			
21					
22					
23					
24					
25					

Sales Rep:
Mike Slater, Sales Manager
541-805-9492
mts@slatercom.com

Shipping Included
Taxes Included

Subtotal:	\$149,935.55
TOTAL:	\$149,935.55

Prices valid 30 days, thereafter subject to change without notice.

Terms: Billing for portion of materials may occur upon delivery on site, subject to City Manager approval; Remainder due at time of completion or with progress billings; Except a 10% retainage to be held by the City (in lieu of performance bond) and payable by NET30 Invoice Billing after confirmation of satisfactory completion. If both parties agree and Slatercom elects not to send any progress billings, then one final payment can be made NET30 upon confirmation of satisfactory completion of the project.

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

**Slatercom Lighting Solutions
Afcomm LLC
7905 State Street
Salem, OR 97317-9053**

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:

Stampede Arena LED Lighting

\$149,935.55

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

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

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

8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

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

Executed by the Contractor this _____ day of _____, 2025

CONTRACTOR: _____

By: _____
Signature Title

PRINTED NAME: _____

ADDRESS: _____

City State Zip

PHONE: _____

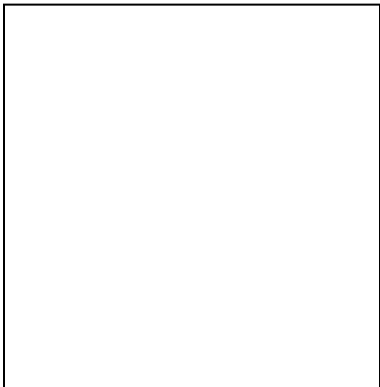
FAX Number: _____

State of Washington Contractor's License Number: _____

Federal Tax I.D. Number: _____ UBI Number. _____

Executed this _____ day of _____, 2025

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 7, 2025

Subject: **Resolution No. 24-2025** Declaration of Emergency for Water SCADA System Replacement

The attached Resolution **24-2025, a Resolution of the City Council Approving of the City of Omak, Washington, Making a Finding of an Emergency Condition and Authorizing Expedited Purchasing Processes for services Necessary for Water SCADA System Replacement, is forwarded for your consideration.**

January 19th our water SCADA system crashed, leaving us running our system manually. January 21st we contacted Connetix Engineering, Inc. and by January 23rd we were able to have a temporary computer in place for a cost of just over \$10,000. This gives us the ability to view and control the system but does not give us emergency callouts or data collection.

We have \$100,000.00 in the 2025 budget for the software upgrade of this system.

The attached Resolution makes a finding that an emergency situation exists due to these circumstances and authorizes the mayor to use expedited purchasing processes to get repairs completed as soon as possible.

I support this Resolution and urge its approval.

A **Water SCADA system** (Supervisory Control and Data Acquisition) is a type of industrial control system used to monitor and manage water distribution, treatment, and storage operations. SCADA systems are crucial for ensuring that water systems operate efficiently, safely, and reliably.

Here are the key functions and components of a **Water SCADA system**:

1. **Monitoring:** It continuously collects real-time data from sensors placed throughout the water network (e.g., water tanks, pipelines, treatment plants). These sensors measure variables like water flow, pressure, temperature, and chemical levels.
2. **Control:** Operators can control equipment and systems remotely via SCADA. For example, they can adjust valves, pumps, or chemical dosages in the treatment process based on real-time data, ensuring the system runs smoothly.
3. **Data Logging:** SCADA records and stores data over time, allowing for analysis, performance monitoring, and trend analysis. Historical data helps in forecasting future needs, troubleshooting issues, and ensuring regulatory compliance.
4. **Alarming and Alerts:** The system alerts operators to any abnormalities or failures (e.g., low water levels, equipment malfunctions, or leaks), allowing for a quick response to avoid system disruptions or safety issues.
5. **Automation:** Some tasks, such as opening and closing valves or controlling pumps, are automated based on predefined criteria. This reduces human intervention and improves efficiency.
6. **User Interface:** Operators interact with SCADA through a central control room or remotely via software interfaces. These interfaces display real-time data and provide easy access to control functions.

In a **Water SCADA system**, some common components include:

- **Remote Terminal Units (RTUs):** Devices that collect data from sensors and send it to the central SCADA system.
- **Programmable Logic Controllers (PLCs):** Control devices that automate processes within the water system.
- **Human-Machine Interface (HMI):** The interface that allows operators to monitor and control the water system.
- **Communication Network:** The infrastructure that enables data to flow between sensors, RTUs, and the control center.

Water SCADA systems are essential for optimizing water treatment, ensuring safe water distribution, preventing waste, and providing timely responses to emergencies in water management.

RESOLUTION NO. 24-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,
MAKING A FINDING OF AN EMERGENCY CONDITION AND AUTHORIZING
EXPEDITED PURCHASING PROCESSES FOR SERVICES NECESSARY FOR
SCADA SYSTEM REPAIRS**

WHEREAS, on January 19, 2025 the City crew responded to the report of the water SCADA system computer failing to operate; and

WHEREAS, this circumstance was an emergency that had to be abated immediately in order to minimize the risk to the public; and

WHEREAS, public works has installed a temporary computer to maintain water system operation; and

WHEREAS, future action will replace the computer hardware and programming.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, that the circumstances recited above constitute an emergency, and the Mayor is authorized to procure the goods and services necessary to make SCADA System Repairs using expedited purchasing and competitive processes.

PASSED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 7, 2025

Subject: **Resolution No. 25-2025** Approving an agreement for camp host.

The attached Resolution **25-2025, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR A CAMP HOST AT CARL PRECHT RV PARK,** is forwarded for your consideration.

The Public Works Department has the need for a camp host to aid at the Carl Precht Memorial RV Park to help patrons with reservations as well as providing local information about the area.

The host will also be locking all City owned restrooms each evening.

I support this Resolution and recommend its approval.

RESOLUTION NO. 25-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR A CAMP HOST AT CARL PRECHT MEMORIAL RV PARK

WHEREAS, Professional Services are needed to assist the Public Works Department in the operation and administration of the Carl Precht Memorial RV park; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, specific service needs are identified in the Camp Host Professional Service Agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Omak does hereby approve the Camp Host Professional Service Agreement, attached hereto as exhibit "A", between the City of Omak and Joe Hays Jr., effective April 7, 2025, through September 30, 2025. The Mayor is hereby authorized to execute the Agreement.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

CAMP HOST
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 7 day of April 2025, by and between the **City of Omak**, Washington, a municipal corporation, hereinafter referred to as the “**City**”, and **Joe Hays JR**, hereinafter referred to as the “**Service Provider**”.

RECITALS

Whereas, the City desires to have certain services and/or tasks performed as set forth in the “job Description” attached hereto; and

Whereas, sufficient City resources are not available to provide such services; and

Whereas, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth.

Now, therefore, in consideration of the terms, conditions, covenants, and performance contained herein,

The parties hereto agree as follows:

1. **Scope of Services.** The Service Provider shall perform such services and accomplish such tasks as are identified and designated in the “Job Description” attached hereto as Exhibit “A” and incorporated herein as though fully set forth.
2. **Term.** The services as Campground Host shall begin on **April 7, 2025** and shall run through **September 30, 2025**.
3. **Compensation.** Payment for services shall be as set forth in the paragraph entitled “Benefits” in Exhibit “A”.
4. **Independent Contractor Relationship.**
 - 4.1 In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.
 - 4.2 The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the discretion of the Service Provider. The Service Provider shall not be deemed to be an employee.

5. **Hold Harmless Indemnification.**

5.1 Service Provider 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 Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

6. **Compliance With Laws.** The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances.

7. **Changes.** Either party may request changes to the scope of service to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

8. **Extension and/or Termination.**

8.1 This Agreement may be extended by mutual written consent of both parties. Service Provider has no authority to and will not engage in compromise settlement arrangements without written authorization from Client.

8.2 Termination of Convenience. The City may terminate this Agreement, in whole or in part, at any time by giving seven (7) days written notice to the Service Provider.

8.3 Termination for Cause. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by servicing a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default.

9. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in such action or proceeding.

10. **Jurisdiction and Venue.**

10.1 This Agreement has been and shall be construed as having been made and delivered withing the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

11. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Omak, a municipal corporation:

By _____
Cindy Gagné, Mayor

Attest: _____
Connie Thomas, City Clerk

SERVICE PROVIDER:

By Joe L. Hays Jr

Printed Name: Joe L. Hays Jr.

Address: 586 Paradise Hill Rd
Brewster, WA. 98812

Telephone: (509)645-1407

**Carl Precht Memorial RV Park
Omak, WA USA**

Camp Host 2025 Season

Duties: Camp Host

Campground Host: Duties will include but are not limited to the following:

- Serve as liaison between park users, park staff and City Hall.
- Greet and assist visitors, answer questions, and explain regulations which apply to them. May assist campers in locating a campsite, be familiar with local points of interest and the location of services that might be requested by campers such as towing, groceries, churches, tourist attractions and local events.

-Will lock all City owned restrooms each evening with schedule set by the public works director.

Civic League, Triangle, Pavilion, Blue and RV Park Restrooms

- Will perform light maintenance work around the campground such as litter pickup, sweeping and stocking of restrooms, provide information to park staff on potential problems, and share information to campers as needed.
- May assist in campground public relations, educational activities, and special events/activities.
- Clean campsites by performing minor maintenance tasks such as raking the campsite pad, washing tables, picking up litter, reporting any damage to your supervisor.
- Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff or law enforcement.
- You are to inform campers of rules and regulations when asked, but are not to participate in any high-risk activity.
- Host must set an example by being a model camper practicing good housekeeping at all times in and around their assigned site and by observing all rules and regulations.
- Be observant for activities within the campground requiring immediate attention - ranging from a tree needing to be trimmed to a problem camper. Notify the park manager as these problems arise.

Other minor tasks that will be asked of a Campground Host:

- * Sweep cobwebs from buildings
- * Keep track of occupied or vacant campsites
- * Direct campers to vacant sites
- * Remind campers to register
- * Assist campers with camper reservation process * Keep a written report of complaints and criticism of park facilities, report situations that could affect the health and safety of visitors, and report any maintenance items which need immediate attention. Maintain written records and provide monthly reports.

Working Conditions:

Work is mostly outside in hot, cold, wet, humid, or windy conditions. Must reside in campground.

Benefits:

The use of a campsite including all utilities and **\$1,100.00** per month for the duration of the term of service.

publicworks@omakcity.com

http://www.omakcity.com/rv_park.html

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: April 7, 2025

Subject: **Resolution 26-2025 – Merchant Services for the Omak Municipal Court**

The attached **Resolution No. 26-2025, Approving Merchant Processing Agreement with Heartland Payment Systems For Omak Municipal Court**, is forwarded for your consideration.

The Omak Court is updating its remittance processes for the payment of court fines and fees. Heartland has been selected to provide merchant services for the acceptance of credit card and debit cards at the court window. Heartland is affiliated with the city's banking partner WaFed.

I support this resolution and recommend its approval.

RESOLUTION NO. 26-2025

A RESOLUTION APPROVING THE MERCHANT PROCESSING AGREEMENT WITH HEARTLAND PAYMENT SYSTEMS FOR OMAK MUNICIPAL COURT

WHEREAS, the Omak Municipal Court has the need to update its process in accepting credit card payments; and

WHEREAS, Heartland Payment Systems can provide a secure online payment processing solution for credit cards and debit cards used for payments of court fines and fees; and

WHEREAS, the execution of the attached Merchant Processing Agreement will initiate and execute debit and credit card entries to the Court checking account.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Omak, Washington, that the Professional Service Agreements, attached as Exhibit "A" between **Heartland Payment Systems** and the **City of Omak**, is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2025.

APPROVED:

Cindy Gagne, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

- CARD ONLY**
 ACH ONLY
 DUAL

RS-WFTM2

AFFILIATE CODE / PARTNER ID

NAME OF AFFILIATE

LEAD GENERATOR ID #

Cody Moery/ Joseph Lucero

RM

PHONE #

COMPANY INFORMATION

Omak Municipal Court

David Ebenger

509 826 2971

AUTHORIZED TO PURCHASE:

MERCHANT DBA NAME

PRIMARY CONTACT NAME

PRIMARY CONTACT PHONE

Yes | No

2 Ash St N

Omak, WA 98841

509 826 2971

NUMBER OF LOCATIONS

DBA ADDRESS

DBA CITY / STATE / ZIP

DBA PHONE NUMBER

Omak Municipal Court

David Ebenger

509 826 2971

AUTHORIZED TO PURCHASE:

LEGAL NAME

SECONDARY CONTACT NAME

SECONDARY CONTACT PHONE

Yes | No

(Must correspond with IRS Filing Name)

2 Ash St N

Omak, WA 98841

509 826 2971

91-6001262

LEGAL ADDRESS

LEGAL CITY / STATE / ZIP

LEGAL PHONE NUMBER

FEDERAL TAX ID / EIN
(Must correspond w/ Legal Name)

www.omakcity.com

omakcourt@omakcity.com

WEBSITE ADDRESS

CUSTOMER SERVICE EMAIL

omakcourt@omakcity.com

David

Ebenger

EMAIL ADDRESS (InfoCentral Admin User Email Address)

EMAIL CONTACT FIRST NAME

EMAIL CONTACT LAST NAME

MEMBER SPONSOR BANK DISCLOSURE INFORMATION

SERVICE PROVIDER: Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

MEMBER SPONSOR BANK (ACQUIRER) INFORMATION (Visa & Mastercard Only)

DEBIT BANK SPONSOR

Deutsche Bank Trust Company Americas

Cash Management
1 Columbus Circle, New York NY, USA 10019-8735
Email: COMPL.Card_Acquiring@list.DB.com

PNC Bank N.A

300 Fifth Avenue
Pittsburgh, PA 15222
1-412-803-7711

PNC Bank N.A

300 Fifth Avenue
Pittsburgh, PA 15222
1-412-803-7711

MERCHANT RESOURCES

- You may download "Visa Regulations" from Visa at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Rules" from Mastercard at: <https://www.Mastercard.us/en-us/about-Mastercard/what-we-do/rules.html>
- You may download "American Express Merchant Operating Requirements" at: www.americanexpress.com/merchantopguide

IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
- Merchant must maintain fraud and chargeback below thresholds.
- Merchant must review and understand the terms of the Merchant Processing Agreement.
- Merchant must comply with the Card Brands Operating Regulations.
- Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

- The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
- The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
- The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
- The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

X

OWNER/OFFICER SIGNATURE *

PRINT NAME & TITLE

DATE

CARD FEE SCHEDULE

SERVICE REQUESTED	DISCOUNT RATE	DISCOUNT PER ITEM	TRANS FEE DIAL	TRANS FEE IP
Visa	3.50 %	\$		
MasterCard	3.50 %	\$	\$	\$
Discover/JCB	3.50 %	\$		
PayPal	%	\$	\$	\$
PIN Debit (Plus Debit Network Fees)	%	\$	\$	\$
American Express	3.50 %	\$	\$	\$

RECURRING FEES	MONTHLY FEE	TRANACTIO N FEE	SETUP FEE
Chargeback Fee		\$ 25.00	
Voice Auth Fee		\$ 0.65	
Service & Regulatory Mandate Fee	\$ 33.50		
PCI Non-Compliance Fee	\$ 125.00		
<input type="checkbox"/> Extended+:	\$ 9.95	PNC & Deutsche Only	

\$ 50,000 ANNUAL VOLUME _____ \$ 150 AVERAGE TICKET _____

Cost Plus
 Service Fee (Pass Through/Single Transaction)

SETTLEMENT: Daily / Split Daily / Net Monthly Disc Fee ___ BP

\$ 10,000 AMERICAN EXPRESS ANNUAL VOLUME _____ \$ 150 AMERICAN EXPRESS AVERAGE TICKET _____

OptBlue – See Industry Thresholds for eligibility if Volume is greater than \$1MM
 I opt out of receiving marketing material from American Express

AMERICAN EXPRESS MERCHANT NUMBER _____ AMERICAN EXPRESS FRANCHISE CAP NUMBER _____

AMERICAN EXPRESS FRANCHISE NAME _____

IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement". Note: Any individual, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of a merchant must be listed below.

(1) Authorized Signer

Citizenship: U.S. NON-U.S.

David Ebenger _____ Judge _____ 10/15/1947 _____
 NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP _____ LENGTH OF TIME AT ADDRESS _____ DRIVER'S LICENSE NUMBER _____

(2) Authorized Signer

Citizenship: U.S. NON-U.S.

Todd McDaniels _____ City Administrator _____ _____
 NAME TITLE SOCIAL SECURITY NUMBER DATE OF BIRTH (MM/DD/YYYY)

HOME ADDRESS / CITY / STATE / ZIP _____ LENGTH OF TIME AT ADDRESS _____ DRIVER'S LICENSE NUMBER _____

DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Heartland to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Heartland has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Heartland under this Agreement have been paid in full.

DEPOSITORY BANK NAME _____ PHONE NUMBER _____ CITY, STATE, ZIP _____

CARD DEBIT AND CREDIT AUTHORIZATION

	TYPE OF ACCOUNT	ACCOUNT NUMBER	ROUTING NUMBER	NAME AS IT APPEARS ON BANK ACCOUNT
CARD DEPOSITS	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:	62762491982	325070980	Omak Municipal Court
CARD FEES (If separate from Deposit)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:			

ACH DEBIT / CREDIT AUTHORIZATION

	ACCOUNT TYPE	TRANSIT ROUTER / ABA NUMBER	ACCOUNT NUMBER	NAME AS IT APPEARS ON ACCOUNT
DEPOSITS	<input type="checkbox"/> Checking <input type="checkbox"/> Savings			
FEES	<input type="checkbox"/> Checking <input type="checkbox"/> Savings			
RETURNS	<input type="checkbox"/> Checking <input type="checkbox"/> Savings			

INTERCHANGE QUALIFICATION MOTO / Internet Retail Small Ticket**CARD ACCEPTANCE** All Cards Accepted**DEPOSIT METHOD** Standard**SALES METHOD**

On Premise Face to Face Sales: _____ %
 Off Premise Face to Face Sales: _____ %
 Mail Order Sales: 10 %
 Real-Time Internet Sales: _____ %
 Inbound Telephone Order Sales: _____ %
 Outbound Telephone Order Sales: _____ %
 Internet (keyed) : 90 %
 Recurring Billing: _____ %
 TOTAL = 100%

PROCESSING METHOD

Card Swiped: _____ %
 Keyed with Imprinted Receipt: _____ %
 Keyed without Imprinted Receipt: 100 %
 TOTAL = 100%

MOTO CARD TYPE

Percent of Domestic Transactions: _____ %
 Percent of Foreign Transactions: _____ %
 TOTAL = 100%

PERCENT OF GIFT CARD SALES: _____ %**FUTURE DELIVERY (FD)***

2 – 5 Days: _____ %
 6 – 10 Day: _____ %
 11 – 30 Days: _____ %
 31 – 60 Days: _____ %
 61 – 90 Days: _____ %
 91 – 120 Days: _____ %
 > 120Days: _____ %

IF APPLICABLE TOTAL = 100%

WHAT PERCENTAGE OF BANKCARD VOLUME IS 'FD': 0 %

* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

DISPUTE LETTERS**MAILING OPTIONS** Legal* DBA***ELECTRONIC OPTIONS**** Fax* Email* All Electronic Communications (Including ACH Returns): Same Email as InfoCentral Preferred Email Address:**STATEMENT OPTIONS****STATEMENT TYPE** Standard**MAIL STATEMENTS TO** Suppress Statements**MERCHANT DETAIL****TYPE OF BUSINESS:** Private
 Public:**TYPE OF OWNERSHIP:** Corporation
 Government
 Municipality
 Non-Profit**BUSINESS IS CONDUCTED:**Consumer: 100%

ARE WEB BASED SALES PROCESSED BY HPS: Yes

1911

DATE BUSINESS STARTED

PEAK RECURRING TRANSACTION DATES

Court Fines

PRODUCT/SERVICE PROVIDED

DEFINE YOUR REFUND POLICY

PCI COMPLIANCEIS YOUR BUSINESS PCI COMPLIANT: Yes NoDOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: Yes No
(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: _____

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be validated where applicable for compliance. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR:

 Yes | No N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE):

 Yes No N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED:

Yes No N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE*:

 Yes No N/A

If yes, what was the date of the compromise: _____

(Copy of the completed forensic investigation is required with the app.)

 I have never accepted payment cards.

THE SIGNING MERCHANT LISTED BELOW IS STORING SENSITIVE AUTHENTICATION DATA** (EVEN IF ENCRYPTED) AFTER THE TRANSACTION HAS BEEN AUTHORIZED:

 Yes No N/A I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL:

 Yes No N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

ACH PROGRAM TYPES:

<input type="checkbox"/> Heartland ACH WEB: <input type="checkbox"/> Consumer <input type="checkbox"/> Corporate <input type="checkbox"/> Both	<input type="checkbox"/> Heartland ACH Debit (Select all that apply): <input type="checkbox"/> Single <input type="checkbox"/> Consumer <input type="checkbox"/> Recurring <input type="checkbox"/> Corporate Virtual Terminal:	<input type="checkbox"/> Heartland ACH Tel Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> Third Party: _____
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Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

ACH FEE SCHEDULE

NOTE: ACH ACCOUNT VERIFICATION IS INCLUDED

FEE TYPE	DOLLAR	PERCENTAGE
Setup Fee	\$	
Transaction Fee	\$	%
Service Fee	\$	%
<input checked="" type="checkbox"/> Return Item Fee	\$ 5.00	
<input checked="" type="checkbox"/> Unauthorized Entry Fee	\$ 5.00	
Re-presentation Fee*	\$ 2.00	
\$	25.00	
Monthly Fee	OR	Monthly Minimum

\$ _____	\$ _____
ANNUAL ACH VOLUME	AVERAGE ACH TICKET AMOUNT
\$ _____	\$ _____
HIGH ACH TICKET LIMIT REQUESTED (Subject to Approval)	HIGH TICKET FREQUENCY
\$ _____	\$ _____
AVERAGE RETURN CHECK AMOUNT	TOTAL MONTHLY CHECK RETURNS
_____	_____
AVERAGE NUMBER OF ACH TRANSACTION PER MONTH	*Re-presentation (Limitation of 2 per NACHA guidelines)

For High Ticket Transactions an additional ¹⁵ BP will be assessed on the amount above \$ ^{10,000}

PROCESSING METHOD - Note: Must equal 100%

Heartland ACH Debit	Heartland ACH TEL	Heartland ACH WEB	TOTAL
%	%	%	100%

AUTHORIZATION METHOD

Which authorization procedure does Merchant utilize to confirm customers consent:

Heartland ACH Debit
 Signed written authorization from customer: Heartland provides Authorization Form Template Merchant created Authorization Form

Heartland ACH WEB
 Web Authorization: Customer provides electronic signature Customer logs in a username and password

Heartland ACH TEL
 Recorded Verbal Authorization: Heartland provided script Merchant created script
 If utilizing Recorded Verbal Authorization; select one:
 Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
 Merchant has existing recording service to capture verbal customer authorizations
 How are recordings stored:
 Via website URL: _____ Via phone: #: _____

REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.

DESCRIPTOR

PHONE NUMBER AS IT APPEARS ON CUSTOMER STATEMENTS _____ COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters) _____

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES NO If yes, date filed: _____

In connection with this Application, I, the undersigned, authorize Heartland to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to Heartland obtaining consumer reports about me at various times during the term of the Agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the Agreement; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize Heartland to contact third parties to verify any information in the Application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize Heartland to share my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this Application shall constitute the agreement(s) between the parties. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way, Jeffersonville IN 47130. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

X	David	
(1) AUTHORIZED SIGNER SIGNATURE	PRINT NAME & TITLE	DATE
X		
(2) AUTHORIZED SIGNER SIGNATURE	PRINT NAME & TITLE	DATE

THE TERM OF THIS AGREEMENT IS 60 MONTHS