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

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA

1. Approval of Minutes from June 16, 2025
2. Approval of 2025 Claims

F. OLD BUSINESS

1. Ord. 1952 – 2nd Read – Amend the 2025 Budget – Various Funds



G. NEW BUSINESS

1. Res. 40-2025 – Approve Purchase of a Sewer Lift Station Pump
2. Res. 41-2025 – Approve a Land Use Agreement with CCT
3. Res. 42-2025 – Approve the Purchase of a Lawn Mower Deck
4. Res. 43-2025 – Approve City Equipment for Surplus
5. Okanogan County Transit Authority – Grant Letter of Support



H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

I. ADJOURNMENT



Action by City Council

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: June 16, 2025 (1st Read)
July 7, 2025(2nd Read)

Subject: Ordinance 1952 Amending Budget- Various Funds

The Attached **Ordinance 1952 - Amending the City of Omak 2025 Budget, Appropriating Additional Expenditures and Recognizing Additional Revenues in Various Funds,** is forwarded for your consideration.

The Ordinance recognizes additional revenue and expenditures for projects that have become available through new grant opportunities or for 2024 “carry-over projects”

- 102 Street Fund- recognizes a higher actual Beginning Fund Balance due to projects that were not completed in fiscal 2024. It also adjusts project revenues and cost for the projects now that design and bid phases are complete.
- 401 Water Fund- recognizes additional expenditure for the Julia Maley project that was not completed last year and new expenditures that compliment the two TIB funded Street projects.
- 402 Sewer Fund- recognizes a reduction in cost for the Central TIB street project and designates specific accounts for Design and Construction phases.
- 405 Storm Fund- Recognize new expenditures for storm drain improvements on the Central Street TIB project that are not covered by the TIB grant.
- 406 Airport Fund- recognizes a lower actual Beginning Fund Balance an increase in project revenue and a reduction in project expenditures.

I approve of this Ordinance and recommend its adoption.

ORDINANCE NO. 1952

**AN ORDINANCE AMENDING THE CITY OF OMAK 2025 BUDGET,
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING
ADDITIONAL REVENUES IN VARIOUS FUNDS**

WHEREAS, the City of Omak adopted the 2025 Budget by passage of Ordinance No. 1947 on December 2, 2024; and

WHEREAS, since the adoption of the 2025 budget, the addition of revenues and expenditures have been identified that benefit project completions and service operations, and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

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

- Section 1. Ordinance No. 1947 adopting the 2025 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.
- Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Ordinance No. 1952

June 16, 2025

Page 2 of 2

Filed with City Clerk: _____

Passed by City Council: 1ST Reading _____

2nd Reading _____

Date Published: _____

Date Effective: _____

On the _____ day of _____, 2025, the City Council of the City of Omak
passed Ordinance No. 1952

DATED this ____ day of _____ 2025

Connie Thomas, City Clerk

Attachment A
Ordinance 1952
6/17/2024

102 Street Fund				Revised
	Budget	Increase/Decrease		Budget
Beginning Fund Balance	\$ 103,563.85	\$ 40,275.30	\$	143,839.15
102-308-51-00-00				
Central Ave Reconstruction II Design TIB 6-E-987(008)-1				
102-334-03-83-85	\$ 108,490.00	\$ (7,600.00)	\$	100,890.00
2025 Central Ave Reconstruction II Construction TIB				
102-334-03-83-86	\$ 893,385.00	\$ (197,510.00)	\$	695,875.00
Jonathan Design/ROW TIB 6-E-987(007)1				
102-334-03-83-95	\$ -	\$ 83,220.00	\$	83,220.00
2025 Jonathan Construction TIB				
102-334-03-83-96	\$ 752,685.00	\$ (165,535.00)	\$	587,150.00
Revenue Total	\$ 2,599,385.00	\$ (287,425.00)	\$	2,311,960.00
Total Fund	\$ 2,702,948.85	\$ (247,149.70)	\$	2,455,799.15
Ending Fund Balances				
102-508-51-00-00	\$ 225,526.21	\$ (129,234.36)	\$	96,291.85
Central Ave Reconstruction II Design TIB 6-E-987(008)-1				
102-595-10-63-15	\$ -	\$ 66,141.59	\$	66,141.59
Jonathan Design TIB 6-E-987(007)1				
102-595-10-63-16	\$ -	\$ 43,648.07	\$	43,648.07
2025 Jonathan Construction TIB				
102-595-30-63-50	\$ 792,300.00	\$ (152,300.00)	\$	640,000.00
2025 Central Ave Reconstruction II Construction TIB				
102-595-30-63-55	\$ 940,405.00	\$ (75,405.00)	\$	865,000.00
Expenditure Total	\$ 2,477,422.64	\$ (117,915.34)	\$	2,359,507.30
Total Fund	\$ 2,702,948.85	\$ (247,149.70)	\$	2,455,799.15
Street Expense Fund				
This amendment recognizes an increase of \$40,275.30 in Actual Beginning Fund Balance, a decrease in total project revenues of \$287,425.00, and a decrease in project expenditures of 117,915.34. Ending Fund Balance is reduced by \$129,234.36				

401 Water Fund		Budget	Increase/Decrease	Revised Budget
Ending Fund Balance		\$ 386,540.90	\$ (150,250.00)	\$ 236,290.90
401.508.51.00.00				
Arsenic Study - Julia Maley Well				
401-594-34-64-60		\$0.00	\$200,000.00	\$200,000.00
Jonathon Water Syst Impr. Design				
401-594-34-64-67		\$ -	\$ 34,000.00	\$ 34,000.00
Jonathan Water System Imprv Construction				
401-594-34-64-68		\$ 350,000.00	\$ (156,000.00)	\$194,000.00
Central Ave Reconst Ph II Design				
401-594-35-64-70		\$ -	\$ 72,250.00	\$ 72,250.00
Total Expenditure		\$ 2,217,323.95	\$150,250.00	\$ 2,367,573.95
Total Fund		\$ 2,603,867.45	\$ -	\$ 2,603,867.45
401 Water Fund				
This amendment recognizes an increase of \$150,250 for project expenditures. Ending Fund Balance is reduced by a like amount.				

402 Sewer Fund		Budget	Increase/Decrease	Revised Budget
Ending Fund Balance		\$ 464,359.01	\$ 529,000.00	\$ 993,359.01
402-508-51-00-00				
Central Ave Reconst Ph II Design				
402-594-35-64-52		\$ -	\$ 60,000.00	\$ 60,000.00
Central Ave Reconstr. PH II Construction				
402-594-35-64-59		\$ 1,500,000.00	\$ (589,000.00)	\$ 911,000.00
Total Expenditure		\$ 6,990,394.29	\$ (529,000.00)	\$ 6,461,394.29
Total Fund		\$ 7,454,753.30	\$ -	\$ 7,454,753.30
402 Sewer Fund				
This amendment recognizes an expenditure reduction of \$529,0000 for project expenses and increases the Ending Fund Balance by a like amount.				

405 Storm Fund		Budget	Increase/Decrease	Revised Budget
Ending Fund Balance				
405-508-51-00-00		\$ 282,768.49	\$ (102,750.00)	\$ 180,018.49
Jonathan Storm Water Imprv Construction				
405-594-31-63-11		\$ -	\$ 102,750.00	\$ 102,750.00
Total Expenditure		\$ 363,660.13	\$ 102,750.00	\$ 466,410.13
Total Fund		\$ 646,428.62	\$ -	\$ 646,428.62
405 Storm Fund				
This amendment recognizes additional expenditure of \$102,750 for the Jonathan project and reduces the Ending Fund Balance by a like amount.				

406 Airport Fund				Revised
	Budget	Increase/Decrease	Budget	
Beginning Fund Balance				
406-308-51-00-00	\$ 400,060.96	\$ (58,298.46)	\$	341,762.50
FAA Grant-Taxiway Constr. 3-53-0042-016-2024				
406-331-20-10-27	\$ 1,366,321.79	\$ (199,731.79)	\$	1,166,590.00
South Taxi Way 09 funds				
406-331-20-10-28	\$ -	\$ 140,000.00	\$	140,000.00
FAA 18/19-2025 Runway Design AIP				
406-331-20-10-29	\$ -	\$ 66,000.00	\$	66,000.00
D.O.T Aviation Taxiway Construction				
406-334-03-60-16	\$ -	\$ 12,500.00	\$	12,500.00
Total Expenditure Revenue	\$ 1,855,081.79	\$ 18,768.21	\$	1,873,850.00
Total Fund	\$ 2,255,142.75	\$ (39,530.25)	\$	2,215,612.50
Ending Fund Balance				
406-508-51-00-00	\$ 209,785.62	\$ (18,894.92)	\$	190,890.70
Airport North Taxiway "A" Constr. 3-53-0042-016-2024				
406-594-46-63-02	\$1,518,135.33	-\$238,135.33		\$1,280,000.00
Airport South Taxiway Hangar Design .09 Funds				
406-594-46-63-11	\$0.00	\$140,000.00		\$140,000.00
FAA 18/19-2025 Runway Design AIP				
406-594-46-63-13	\$ -	\$ 77,500.00	\$	77,500.00
Total Expenditure	\$2,045,357.12	-\$20,635.33		\$2,024,721.79
Total Fund	\$ 2,255,142.74	\$ (39,530.25)		\$2,215,612.49
406 Airport Fund				
This amendment recognizes a decrease in the Actual Beginning Balance of \$58,298.46, an increase in total project revenues of \$18,768.21, a decrease of \$20,635.33 in project expenditure. Ending fund Balances reduced by 18,894.92.				

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: July 7, 2025

Subject: Resolution 40-2025 Approving the purchase of a sewer lift station pump

The attached Resolution 40-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A SEWER LIFT STATION PUMP**, is forwarded for your consideration.

Public works had a lift station pump fail at the Koala lift station in June. The pump was replaced with our backup at that time. The failed pump was sent in for repair but has too much damage. This resolution is to purchase a new pump to replace the backup pump that was installed.

I support this Resolution and recommend its approval.

RESOLUTION NO. 40-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A SEWER LIFT STATION PUMP**

WHEREAS, one of the sewer pumps at the Koala lift station failed; and

WHEREAS, the backup pump was used to restore the system to provide the sewer lift station with the redundancy necessary to assure that no failure or permit violations occur; and

WHEREAS, the backup pump was used and needs to be replaced, and

WHEREAS, the estimated cost of the new pump is approximately \$13,072.00 plus freight from Whitney Equipment Company Inc.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak do hereby approve the purchase of a new sewer lift station pump from Whitney Equipment Company Inc. Quote attached as Exhibit "A" in the estimated amount of \$13,072.00.

INTRODUCED AND PASSED this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



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

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

6/25/2025

Quote #: 45276 - 0

To: Omak, City of
Attn: Don Abel
Email: apwd@omakcity.com
Phone: 509-826-1170

Project Name: Omak 3102 Replacement

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

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

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

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

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

This quote reflects current pricing as of the issued quote date. If the order is subject to changes in tariffs between the quote date and delivery of product, the product pricing may need to be adjusted accordingly.



Quote # : 45276 - 0
Quote name : Omak 3102 Replacement
Customer name : Omak, City of
Salespersons name : Derek Nesbitt

SCOPE OF SUPPLY

Hi Don,

Here is your requested quote. Please let me know if you have any questions.

Quantity	Product / Description	Price per Unit	Total Price
1 each	3102.070-0526 NP463-4 5/230/3 50' FM FLS FV+	\$13,072.00	\$13,072.00
			Sub-Total: \$13,072.00
			Freight: \$0.00
			TOTAL: \$13,072.00

Lead Times:

Freight Terms: Prepaid & Add

Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,

Derek Nesbitt, Municipal & Industrial Outside Sales (Spokane)



Quote # : **45276 - 0**
Quote name : Omak 3102 Replacement
Customer name : Omak, City of
Salespersons name : Derek Nesbitt

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

Signature

Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:

Make PO out to

Whitney Equipment Company Inc

16120 Woodinville Redmond Rd NE #3

Woodinville, WA 98072

Email: sales@weci.com



Quote # : 45276 - 0

Quote name : Omak 3102 Replacement

Customer name : Omak, City of

Salespersons name : Derek Nesbitt

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

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

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

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

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

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

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

WARRANTY:

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

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

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

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

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

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

Whitney Equipment Company, Inc.



Quote # : 45276 - 0

Quote name : Omak 3102 Replacement

Customer name : Omak, City of

Salespersons name : Derek Nesbitt

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Whitney Equipment Company, Inc.



Quote # : **45276 - 0**
Quote name : **Omak 3102 Replacement**
Customer name : **Omak, City of**
Salespersons name : **Derek Nesbitt**

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

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

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

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

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

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

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

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

MEMORANDUM

To: Omak City Council Cindy Gagné, Mayor
From: Wayne Beetchenow, Public Works Director
Date: July 7, 2025
Subject: Resolution No. 41-2025 Omak Airport Land Lease Agreement with Colville Tribes

The attached; Resolution 41-2025 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING OMAK MUNICIPAL AIRPORT - LAND LEASE WITH THE COLVILLE CONFEDERATED TRIBES, is forwarded for your consideration.

The Colville Confederated Tribes, has updated the Land Lease Agreement. The City Attorney and Staff have reviewed the agreement, and this will bring us up to date for the upcoming fire season.

I approve of this resolution and recommend its adoption.

RESOLUTION NO. 41-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING
OMAK MUNICIPAL AIRPORT-LAND LEASE WITH
THE COLVILLE CONFEDERATED TRIBES**

WHEREAS, the City of Omak, the Colville Confederated Tribes, and the BIA Fire Management have negotiated a new land-use agreement; and

WHEREAS, the City of Omak has provided an agreement to continue an arrangement for the Land Lease at the Omak Municipal Airport; and

WHEREAS, the terms and conditions of the agreement have been reviewed and determined to be acceptable by the City Attorney and City Staff.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Omak, Washington, hereby approves the Omak Municipal Airport-Land Lease between the City of Omak, and the Colville Confederated Tribes, a copy of which is attached hereto as Exhibit "A". The Mayor is hereby authorized and to execute the same for and on behalf of the City,

INTRODUCED and **PASSED** this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, Deputy Clerk

Michael D. Howe, City Attorney

OMAK MUNICIPAL AIRPORT-LAND LEASE

This lease is made and entered into between the City of Omak, hereinafter the “Lessor” or “City,” and the Colville Confederated Tribes, hereinafter referred to as the “Lessee.”

A. LEASED PREMISES

The Lessor hereby leases to the Lessee a portion of Section 11, Township 34N and Range 26E WM as shown in Exhibit A (map of leased area) attached hereto and incorporated into this lease by reference. The leased areas in Exhibits A shall be referred to as “Premises.”

B. AUTHORIZED USE

1. Use of Premises. Colville Confederated Tribes shall have exclusive use of the premises as an operating base and work center for fire control efforts, air and ground support of contracted aircraft, and other operations in support of other Colville Confederated Tribes fire management activities. Colville Confederated Tribes agrees to comply with the minimum standards for commercial activities for the Omak Airport. Colville Confederated Tribes may allow use of the premises and any improvements made thereto by other state and federal agencies during the term of this lease for the expressed uses described herein.

2. Use of Common Areas. Lessor authorizes Colville Confederated Tribes to access the area referred to as the runway and taxi lane. Colville Confederated Tribes shall not park aircraft in the taxi lane or otherwise to prevent the passage of other aircraft or vehicles. Colville Confederated Tribes will cooperate and coordinate its use of the taxi lane with neighboring airport occupants.

3. Non-Aeronautical Vehicles. “Non-Aeronautical” vehicles are vehicles such as cars, trucks, and watercraft that are not used to service aircraft. Colville Confederated Tribes may park or store non-aeronautical vehicles in designated parking areas only. Parking and storage of non-aeronautical vehicles (cars, trucks, trailers, watercraft, etc.) inside the Air Operations Area “AOA” is prohibited. The AOA includes the ramp, hanger areas, taxi lanes, tie-down areas, the Aircraft Movement Area, and all areas inside the Airport fence. Only service vehicles or vehicles carrying passengers, baggage, and freight to and from the aircraft are temporarily permitted in the ramp area for the sole purpose of servicing, loading, and unloading the aircraft. The speed limit in these areas is ten (10) mph, with aircraft having the right of way.

4. Storage. Storage of aeronautical related equipment will be in designated areas only. Storage for non-aeronautical equipment or structures inside the AOA is prohibited. This area includes the ramp, hanger areas, taxi lanes, tie-down area, the Aircraft Movement Area, and all areas inside the Airport fence. The City shall approve location and placement and/or construction of any permanent or temporary storage facilities.

5. Other Limitations on Use.

a. Without limiting the generality of the foregoing provision and without limiting any other applicable provision, rules or regulations affecting the use of the premises,

OMAK MUNICIPAL AIRPORT-LAND LEASE

Lessee shall specifically comply with the following provisions: Airport Minimum Business Standards and Airport Rules and Regulations as are presently in effect and may in the future be adopted, or as may otherwise be agreed to by the Lessor and Lessee in writing.

b. Lessee shall provide proof of aircraft registration, Colville Confederated Tribes owned or under contract aircraft, with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended.

c. The Lessee shall not sublease or assign its rights to the Premises without the expressed written consent of the Lessor except as provided for in this Lease Agreement.

C. LESSOR'S RESERVATIONS

The City reserves the following rights at the Airport and affecting the Premises:

1. To further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance;

2. To maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard;

3. To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft; and

4. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

The City shall not be obligated to exercise any of the rights reserved above, including undertaking any maintenance or repairs to landing areas, approaches, or publicly owned facilities located at the Airport.

This Lease is subject to the Development Act, 49 U.S.C. 47101, *et seq.*, and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended.

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be modified to be consistent with the provisions of the lease to the U.S. Government and may be fully suspended at the option of the City.

OMAK MUNICIPAL AIRPORT-LAND LEASE

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

D. TERM

The term of this agreement shall begin as soon as approved by both parties, and this agreement shall remain in effect for a period of one year from that date, unless sooner terminated as hereinafter provided. This agreement shall continue in effect from year to year thereafter, subject to the provisions for termination and all other terms and conditions hereof. This agreement may be terminated by either party upon the giving of thirty (30) days advance written notice.

E. RENT

Lessee shall pay rent to the Lessor at the following rate: A one-time payment of Twenty-Nine Thousand, Five Hundred and Fifty Dollars and No Cents*(\$29,550.00) and subsequent payments of Nine Thousand, Eight Hundred, Fifty Dollars and No Cents*(\$9,850.00) annually. Lessor shall bill Colville Confederated Tribes at the beginning of each annual period beginning June of 2025. Payment is due within 30 days of receipt.

Colville Confederated Tribes

Attention: Cynthia Tonasket-Ebel
Enid Wippel

**PO Box 188
Keller, WA 99140**

City of Omak
PO BOX 72
Omak, Washington 98841

This lease is exempt from Leasehold tax.

F. CANCELLATION

OMAK MUNICIPAL AIRPORT-LAND LEASE

This agreement shall continue in effect from year to year thereafter, subject to the provisions for termination and all other terms and conditions hereof. This agreement may be terminated by either party upon the giving of thirty (30) days advance written notice.

G. REAL ESTATE TAXES, ASSESSMENTS, AND INSURANCE

Lessor shall pay all real estate taxes, all property assessments, and insurance, if any. Unless otherwise specified herein.

H. IMPROVEMENTS, MAINTENANCE AND REPAIR, AND RELATED EXPENSES

1. Structures and Landscaping. Lessee shall be responsible for all maintenance and repairs associated with any tenant improvements made by the Lessee within the leased area and within the buildings placed within the leased area by Lessee or existing currently.

2. Non-Potable Water Service. Lessee shall pay all costs associated with conveying non-potable water from the on-site storage tank. The Lessor shall pay all cost associated with non-potable delivery to the on-site Storage tank and provide for the maintenance and repair of the Fire Truck reloading pump. Water usage is included in Annual lease rates.

3. On-Site Wastewater Disposal System. The Lessee shall provide all needed wastewater facilities and keep them maintained as required.

4. Telephone and Internet Communication Services. Lessee shall pay all costs associated with planning and installing telephone and internet communication services extending to the manufactured buildings or other improvements within the leased area.

5. Electrical- Electricity shall be provided by the Lessor to all existing fixtures and pumps existing at the commencement of this agreement. Any addition to the electrical system must be approved by the Lessor. Any significant electrical overages due to lessee neglect shall be reimbursed to the Lessor.

I. LAWS

Lessor and Lessee are responsible for complying with all applicable provisions of Federal, State and Local law.

J. FIXTURES

The Lessee shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or within the leased area. Performance of any

OMAK MUNICIPAL AIRPORT-LAND LEASE

of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be, and remain the property of, the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee. All construction and signage constructed upon or added to the Premises by Lessee shall comply with all applicable provisions of the City of Omak Municipal Code, as the same exists now or may hereafter be amended.

K. DISASTER

In the event the buildings within the leased area by Lessee is destroyed or injured by fire, earthquake, or other casualty so as to render the buildings unfit for occupancy, Lessee may elect not to replace the buildings and may terminate this Lease. If Lessee terminates this Lease for this reason, Lessee shall pay all rent due through and including the current annual period.

L. NO GUARANTEES

It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both Lessor and Lessee.

M. SUBSTANCES

Lessor warrants to its knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept within the leased area as outlined in Exhibit A affixed hereto which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

N. BINDING AUTHORITY

It is further understood that this lease shall not be binding upon the Lessee unless signed by the Lessee's, Supervisor or his/her designee and approved as to form.

O. DUTY TO CURE

Upon receiving notice of a condition requiring a cure "Default", the party obligated to effect the cure shall initiate and complete cure of the Default within a reasonable time. Default includes, without limitation: (1) failure to perform or carryout any obligation under the terms of the Lease such as undertaking, repairing, replacing or maintaining the Premises, improvements or fixtures: (2) "Non-Monetary Default" or the failure to maintain a service or utility account in good standing, and (3) any failure to without limitation to pay rent, charges "Monetary Default."

OMAK MUNICIPAL AIRPORT-LAND LEASE

The term "reasonable time" as used within this paragraph of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days for any Monetary Default or any non-emergency condition that can be reasonably cured within thirty (30) days. If a Non-Monetary Default cannot be reasonably cured within thirty (30) days then the party required to cure must commence the cure within thirty (30) days and diligently pursue the cure until completion. If an emergency condition exists, then the party required to cure shall immediately and promptly begin to cure without delay, usually within hours and complete the cure within twenty-four (24) hours to the extent reasonably possible in light of the nature of the condition and circumstances.

If an emergency or non-emergency condition exists that is not reasonably cured within twenty-four (24) hours or thirty (30) days, respectively, the defaulting party shall so notify the other party within twenty-four (24) hours or thirty (30) days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within twenty-four (24) hours (if an emergency) or thirty (30) days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (1) prevents or substantially disrupts the Lessee from using all or a substantial part of the Premises; (2) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises; and (3) significantly disrupts operation of the Airport.

P. SELF HELP

If the defaulting party does not cure within the time required by this Lease, the non-defaulting party may cure all or part of the default after providing thirty (30) days' notice to the defaulting party the non-defaulting party's intent to cure, and, if applicable, recover the costs incurred in curing the default. If the non-defaulting party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the non-defaulting party is the Lessor, Lessor will submit properly executed vouchers and proof of costs incurred to Lessee and Lessee shall remit payment to Lessor within thirty (30) days. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges, for which the defaulting party is responsible, and all administrative costs the non-defaulting party reasonably incurs and documents in performing or arranging for performance of the cure.

The non-defaulting party is under no obligation to cure some or all of the default of the breaching party. To the extent that the non-defaulting party does not cure the default, the non-defaulting party may pursue its legal and contractual remedies against the defaulting party. The non-defaulting party's failure to cure the defaulting party's default does not waive the non-defaulting party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

OMAK MUNICIPAL AIRPORT-LAND LEASE

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

Q. DEFAULT LEADING TO TERMINATION

If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the non-breaching party may terminate this Lease by providing written notice to the defaulting party of the default. If the defaulting party does not complete the cure of the default within sixty (60) days after receiving such written notice initiating termination, the non-defaulting party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the defaulting party. Cure of a condition after a valid notice of termination by default is provided shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from the premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

R. MONTH TO MONTH TENANCY

If Lessee remains in possession of the premises after the expiration of the term, or any extension thereof, such possession by Lessee shall be deemed to be a month- to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease and rent shall be adjusted as provided for in this Lease or Lessee shall pay such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

OMAK MUNICIPAL AIRPORT-LAND LEASE

S. INDEMNIFICATION BY LESSEE

Lessee shall indemnify, defend and hold harmless Lessor, its employees, the Airport Manager, and its employees, and Lessor's elected and appointed officers from and against any and all claims, demands, causes of actions, suits or judgments, including attorneys' fees, costs and expenses arising from Lessee's use and occupation of the Premises and the common areas including the deaths or injuries to persons or for loss of or damage to property. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. Lessee waives its immunity under the Washington Industrial Insurance Act but only to the extent necessary for this indemnification clause. Lessee's duty to indemnify, defend, and hold harmless Lessor shall be valid and enforceable only to the extent of Lessee's sole negligence and Lessee's proportionate share of concurrent negligence.

In the event of any claims made to, or suits filed against Lessor, for which the above indemnity applies, Lessor shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

T. LIENS AND ENCUMBRANCES

Lessee agrees to keep the premises free and clear of any liens or encumbrances. To the extent Lessor is made aware of any liens or encumbrances caused by the actions of Lessee to be placed within the Leased Area, Lessee shall promptly take whatever legal action is necessary to remove any such liens and encumbrances and shall hold harmless and indemnify Lessor from the same.

U. LAWS, REGULATIONS AND PERMITS

Lessee agrees that the use of the premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, as existing or hereafter adopted or amended, which may affect the premises or the use thereof.

V. SEVERABILITY

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation, or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

W. ATTORNEYS' FEES

Unless otherwise specifically set forth herein, in the event of any litigation or other action related to interpretation or enforcement of this Lease, each party shall pay its own attorneys' fees and costs in any such action.

OMAK MUNICIPAL AIRPORT-LAND LEASE

X. LAW AND VENUE

This Lease shall be interpreted pursuant to the laws of the State of Washington. It is hereby agreed and understood by Lessor and Lessee that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Okanogan County Superior Court.

Y. CAPTIONS

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

Z. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR:
City of Omak
Attention: City Administrator
PO BOX 72
Omak, WA 98841

LESSEE:
Colville Confederated Tribes
Attention: Cynthia Tonasket-Ebel
PO Box 188
Keller, WA 99140

AA. ENTIRE AGREEMENT

This Lease constitutes the entire agreement of the Lessor and Lessee pertaining to Lessee's lease of the premises. No other written or oral statements shall be a part of this Lease unless expressly identified herein. This Lease may only be modified by an agreement in writing signed by Lessor and Lessee.

BB. COUNTERPARTS

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the Lessor and Lessee.

APPROVED BY LESSOR:

OMAK MUNICIPAL AIRPORT-LAND LEASE

CITY OF OMAK

By: _____
Cindy Gagné, Mayor

APPROVED BY LESSEE:
COLVILLE CONFEDERATED TRIBES/
BIA Fire Management

By: _____
_____, Executive Director

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

APPROVED AS TO FORM:

By: _____
_____, Chairman
Colville Business Council

Date: _____

OMAK MUNICIPAL AIRPORT-LAND LEASE



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: July 7, 2025

Subject: Resolution 42-2025 Approving the purchase of a John Deere lawn mower deck.

The attached Resolution 42-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A MOWER DECK THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace the deck on one of our 2022 mowers with a rear discharge deck.

We currently have a rear discharge mower that was strictly used to mow the RV park. It is no longer serviceable and needs to be surplused. This deck will go on one of our current mowers and be used in all park locations.

This purchase was unforeseen and will need additional appropriation.

I support this Resolution and recommend its approval.

RESOLUTION NO. 42-2025

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

WHEREAS, the mower 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 Pape' Machinery, Inc, a bona fide Washington State Purchasing vendor, in the amount of \$5,303; and

WHEREAS, the Purchasing Policy and Procedures Manual provide for the purchase of this equipment 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 John Deere Mower Deck, 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 _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Quote Id: 33110024

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53
Cage Code: 0XWZ3

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pape Machinery, Inc.
1 Patrol Street
Okanogan, WA 98840
509-422-3030
agokanogan@papemachinery.com

Prepared For:

CITY OF OMAK

Proposal For:

Delivering Dealer:

Manis Staci

Pape Machinery, Inc.
1 Patrol Street
Okanogan, WA 98840

509-422-3030
agokanogan@papemachinery.
com

Quote Prepared By:

Manis Staci
smanis@papemachinery.com

Date: 02 July 2025

Offer Expires: 16 July 2025

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53
Cage Code: 0XWZ3

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
1 Patrol Street
Okanogan, WA 98840
509-422-3030
agokanogan@papemachinery.com

Quote Summary**Prepared For:**

CITY OF OMAK
220 COLUMBIA ST
OMAK, WA 98841
Business: 509-826-9216
ER@OMAKCITY.COM

Delivering Dealer:

Pape Machinery, Inc.
Manis Staci
1 Patrol Street
Okanogan, WA 98840
Phone: 509-422-3030
smanis@papemachinery.com

This sale is subject to Pape's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 33110024

Created On: 02 July 2025
Last Modified On: 02 July 2025
Expiration Date: 16 July 2025

Equipment Summary

JOHN DEERE 72 In. Fastback PRO
Commercial Rear Discharge Deck
Contract: GSA GS-30F-0007T (PG 3Y CG 21)
Price Effective Date: November 1, 2024

Selling Price

\$ 4,887.56 X

Qty

1 =

Extended

\$ 4,887.56

Equipment Total

\$ 4,887.56

Trade In Total

\$ 0.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 4,887.56
Trade In	
SubTotal	\$ 4,887.56
Sales Tax - (8.50%)	\$ 415.44
Total	\$ 5,303.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 5,303.00

Salesperson: X _____

Accepted By: X _____

Confidential



Selling Equipment

Quote Id: 33110024

Customer Name: CITY OF OMAK

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513

FED ID: 36-2382580

UEID: FNSWEDARMK53

Cage Code: 0XWZ3

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Pape Machinery, Inc.

1 Patrol Street

Okanogan, WA 98840

509-422-3030

agokanogan@papemachinery.com

JOHN DEERE 72 In. Fastback PRO Commercial Rear Discharge Deck

Contract: GSA GS-30F-0007T (PG
3Y CG 21)

Price Effective Date: November 1, 2024

Selling Price *
\$ 4,887.56

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5500TC	72 In. Fastback PRO Commercial Rear Discharge Deck	1	\$ 6,431.00	24.00	\$ 1,543.44	\$ 4,887.56	\$ 4,887.56
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 6,431.00		\$ 1,543.44	\$ 4,887.56	\$ 4,887.56



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

☐ **Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: July 7, 2025

Subject: **Resolution 43-2025**- Approving equipment for surplus.

The attached Resolution 43-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE SALE OF SURPLUS EQUIPMENT,** is forwarded for your consideration.

Attached is a list of equipment scheduled for surplus. Some of the equipment will sell for over \$20,000.00 needing council approval.

I support this Resolution and recommend its approval.

RESOLUTION 43-2025

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS EQUIPMENT

WHEREAS, Equipment Rental routinely purchases new equipment to replace equipment that is nearing its useful life; and

WHEREAS, the equipment listed in Attachment "A" is determined to be property surplus to the needs of the City; and

WHEREAS, OMC 2.80.030(c) Disposition of surplus property of a value of twenty thousand dollars or more must be approved by a majority of the city council; and

WHEREAS, recent auction results and national value information have placed a value on some of the vehicles at \$20,000 or more; and

WHEREAS, Sale of the equipment will be made through the Public Surplus Auction site or by interagency surplus.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak, authorizing the sale of surplus property. The Mayor is authorized to execute all necessary documents of the sale.

PASSED AND APPROVED, this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

City of Omak

Replacement Based on Replacement Year

Grouped By Unit Number

Eqp Code	Equipment Name	Year Make / Model	R	Acquistion Date	Age (Years)	Life-to-Date Maintenance	Original	Replacement	
							Cost	Cost	Year
110	1997 Ford Tymco Sweeper	1997 FORD	R	03/01/97	28.4	\$44,332	\$130,000	\$350,000	2025 ¹
312	2001 John Deere Mower	2001 JOHN DEERE 1435	R	01/01/01	24.5	\$4,672	\$15,000	\$36,409	2025 ¹
324	Shaben Weed Sprayer	2017 HONDA	R	03/01/15	10.3	\$6,911 *	\$3,850	\$21,000	2022 ¹
400	400 Animal	2014 DODGE RAM 1500	R	01/01/14	11.5	\$13,975	\$28,120	\$52,000	2025 ¹
409	409	2018 DODGE CHARGER POLICE RWD	R	06/07/18	7.1	\$13,996	\$43,000	\$87,000	2025 ¹
C52	C 52 Command Vehicle- 3444732 F-5	2014 CHEVY SILVERADO	R	01/01/14	11.5	\$6,419	\$55,000	\$71,763	2024 ¹
Units:	6	Units to Replace:	6		15.6	\$90,306	\$274,970	\$618,171	

July 7, 2025

Administrator
Federal Transit Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Federal Transit Administration Grants for Okanogan County Transit Authority – Washington State Department of Transportation

Dear Administrator Fernandez:

I write today in support of Okanogan County Transit Authority and its Administrative/ Operations Office and Maintenance Facility grant application submitted by the Washington State Department of Transportation's (WSDOT) to the Federal Transit Administration (FTA).

Okanogan County Transit Authority (OCTA), a Rural Transit Provider in Okanogan County, seeks \$9.2M to build an Administration Office and Maintenance Facility. This project will improve service reliability, reduce vehicle downtime, provide access to affordable housing, and expand transit access for rural families. This enables better access to jobs, schools, and healthcare, while creating local jobs and supporting economic mobility. The facility will allow OCTA to expand staff and services, helping families participate more fully in the economy and improving quality of life across Okanogan County.

OCTA's project will greatly impact the county economy by allowing more affordable transportation services, employment transportation, and access to recreational opportunities.

This project directly supports the mission, goals, and strategies of the Regional Transportation Plan by enhancing mobility opportunities for the North Central Washington Region of Washington State and increasing access to affordable housing, employment opportunities, and increased access to crucial services.

Maintaining buses and supporting infrastructure in a state of good repair is not only safer for the traveling public but also cost-effective. Transit agencies that are able to maintain their capital assets in a state of good repair are able to contribute positively to the economy of the local community while providing a safe and environmentally conscious transportation option for the public. Ensuring that transit agencies have the capital assets they need supports many of Washington State's transportation system policy goals: mobility, economic vitality, stewardship, environment, and safety.

I am pleased to support this application for funding, and I urge your full and fair consideration of this request. Please contact my City Administrator, Todd McDaniel in my office at 509-826-1170 or admin@omakcity.com if you have questions.

Sincerely,

Cindy Gagné
Mayor