

---

**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Tuesday, February 18, 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 February 3, 2025
2. Approval of 2025 Claims and February 7, 2025, Payroll

**F. NEW BUSINESS**

1. Leon Hoover, President of Omak Stampede, Inc.
2. Res. 13-2025 – Approve Agreements for Court Collection Services
3. Res. 14-2025 – Approve Local Agency Agr. – Okanogan County Emergency Srvc.
4. Res. 15-2025 – Approve Merchant Processing Agreements
5. Res. 16-2025 – Accept the Public Works Trust Fund Loan/Grant

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**Action by City Council**

---

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

---

## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Judge Ebenger, City of Omak Judge

**Date:** February 18, 2025

**Subject:** Resolution 13-2025 – Approving collection service agreements

---

The attached Resolution No. 13-2025, Approving Professional Service Agreements for the Collection of Municipal Court Accounts Receivables, is forwarded for your consideration.

A change in collection services for the Court Receivables is needed to meet the standards prescribed by the Administrative Offices of the Court (AOC.)

Consideration for this change have been vetted through the Finance Committee and the City Attorney.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 13-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENTS FOR THE COLLECTIONS OF MUNICIPAL COURT ACCOUNTS RECEIVABLES**

**WHEREAS**, the Municipal Court of the City of Omak establishes constant accounts receivable records of payments by those fined through its docket; and

**WHEREAS**, a collection plan with Court Payment Management Services and collection services through Dynamic Collectors Inc. is available to the Court allowing collection of defendant fines at no cost to the City along with monthly remittance to the City; and

**WHEREAS**, it is beneficial to the Court to collect these outstanding accounts receivables in a timely manner.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK**, that the **Professional Services Agreements**, attached hereto between the City of Omak and Court Payment Management Service Inc.; and the agreement between the City of Omak and Dynamic Collectors Inc., are hereby approved.

The Municipal Court Judge is hereby authorized and directed to execute the same for and on behalf of the City.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



DYNAMIC COLLECTORS, INC.

790 S MARKET BLVD, CHEHALIS, WA 98532

(360) 748-0420 • (800) 464-3457 • FAX (360) 748-0262

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Omak Municipal Court, Omak, Washington (hereafter called "COURT") and Dynamic Collectors, Inc. (hereafter called "AGENCY"). It is understood that the AGENCY will be principally liable for compliance with this contract and insuring compliance of its affiliates, if any.

WHEREAS, the COURT holds unpaid judgments, which it desires to have collected; and WHEREAS, statutory authority exists under *RCW 3.02.045* for the assignment of said unpaid judgments to a licensed collection agency for collection; and WHEREAS, the AGENCY is duly licensed and bonded to collect said judgments assigned for collection by the COURT, THE PARTIES AGREE AND CONTRACT AS FOLLOWS:

**1. Term and Termination.**

Either party may terminate this contract within thirty (30) days written notice to the other party or otherwise as the parties may mutually agree. If at any time a party materially defaults on its obligations under this contract the injured party may, at its option, send a notice thereof to the party in default. If such default is not remedied within 15 days of delivery of such notice, the party sending the notice may thereafter terminate this contract. If the AGENCY should become the subject of bankruptcy receivership or insolvency proceedings, the COURT may elect to terminate this contract. Such election shall be effective immediately upon mailing written notice of termination to the AGENCY. On termination of this contract, the AGENCY shall, on request, furnish the COURT with any information obtained with reference to the assigned accounts and/or consumer obligated thereon.

This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

**2. Assignment of Judgments/Accounts.**

The AGENCY agrees to accept for collection and the COURT agrees to assign various judgments/accounts that the COURT determines appropriate for collection, upon the terms and conditions set forth herein and pursuant to current law.

**3. Collection Efforts.**

The AGENCY shall exercise its best prudent and lawful efforts to secure collections of accounts referred.

**4. Debts Just and Owing.**

The COURT certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim then known to the COURT, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The COURT shall promptly inform the AGENCY, in writing, of any notice they receive that concerns any bankruptcy filing by any consumer, or of any other change in ability to collect which is made known to the COURT, which constitutes a defense to a collection action. Any account referred to AGENCY will also have had a notice sent by the COURT at least 30 days prior pursuant to *RCW 19.16.500*.

**5. Compliance with Laws.**

Collection activities by the AGENCY shall be in strict compliance with all applicable State and Federal laws existing at the time of collection activity.

**6. Legal Action & Work to be Performed**

The AGENCY shall do all work and furnish all equipment, labor and materials necessary to collect unpaid judgments assigned to the AGENCY by the COURT. The judgments assigned will be chosen at the sole discretion of the COURT.

6.1. Additional litigation by the AGENCY may be taken after reasonable collection efforts have been made. Once legal action has commenced the COURT agrees to support the AGENCY'S efforts and shall provide documents as needed. Unless otherwise agreed, legal costs and fees will be paid by the AGENCY and not the COURT, and will be recoverable from the consumer where allowed by applicable law, out of first monies recovered. Once legal action has commenced the COURT may not cancel accounts unless pursuant to law or AGENCY may assess incurred legal costs to COURT.

6.2. In the event that a defendant resides in another state, the judgment assigned from the COURT may be forwarded to another collection agency with which the AGENCY has a Business Associates Agreement or the judgment assigned from the COURT may be cancelled as an alternative.

**7. Insurance and Surety Requirements.**

For the duration of this contract, the AGENCY shall maintain in full force and effect and shall provide evidence of all insurance required by Omak Municipal Court.

Additionally, the AGENCY will provide a fidelity bond in the sum of \$1,000,000.00.

*Available upon request.*

**8. Claims against Client.**

Neither the AGENCY, nor the AGENCY'S attorneys shall be responsible for providing the COURT with legal representation to defend the COURT against any claims, counterclaims or third-party claims asserted against the COURT, whether asserted in response to a collection lawsuit initiated by the AGENCY or otherwise.

**9. Cancellation of Accounts.**

Any judgments referred to the AGENCY may be withdrawn by the COURT at any time, unless legal action has been commenced by the AGENCY in which cancellations may be done on a case-by-case basis. Notification of withdrawal may be verbal, but shall be verified in writing prior to the next report date.

**10. Uncollectible Accounts.**

In the event an account is deemed uncollectible by the AGENCY, it may be returned to the COURT.

**11. Hold Harmless Clause.**

The AGENCY agrees to indemnify and hold the Clerk of the Court, the Judge of the Court, Omak Municipal Court and all elected officials, employees and agents of the Omak Municipal Court harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described. The COURT will indemnify and hold harmless the AGENCY, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any claims arising out of or as a result of the negligent acts or omissions of the COURT, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all claims resulting from errors in account information furnished to the AGENCY by the COURT.

**12. Agency Compensation.**

COURT will receive 100% of the principal amount placed with the AGENCY when judgments are paid in full.

The AGENCY will leave a \$10.00 balance on the judgment principal portion owed until all collection fees, interest charges and legal costs or fees have been paid in full.

Collection fees shall be added by the COURT onto judgments assigned to the AGENCY at the time of assignment. The AGENCY shall retain payment for services performed as set out hereafter:

The fee will be based on the assigned judgment amount per *RCW 19.16.500*. If the amount is \$100.00 or less, the COURT will assign a fee equal to the full amount. Judgments over \$100.00 will be assigned a fee of 50% of the assigned amount. Judgments over \$100,000.00 will be assigned a fee of 35% of the assigned amount.

Partial payments will be split between the COURT and the AGENCY as follows: Payments shall be applied first to all costs and fees incurred by the AGENCY, including, but not limited to: filing fees, ex parte fees, attorney fees and mailing and postage fees. Remaining payments shall be applied at a rate of 60% to the COURT and 40% to the AGENCY.

The COURT agrees that funds credited to their account may be deducted from future collections if the payment had to be reversed which may include but is not limited to the following situations: payments applied in error, dishonored checks, card chargebacks and payments recalled due to bankruptcy actions.

**13. Interest Charges.**

Upon assignment to collection, interest shall accrue on all account amounts, including, but not limited to, court costs and/or collection fees, at the highest legal amount per annum. Accrued interest shall be calculated by the AGENCY, collected by the AGENCY and remitted by the AGENCY as follows: 100% of accrued interest to the COURT prior to the AGENCY commencing legal action and 100% of interest accrued after the AGENCY has commenced legal action shall be retained by the AGENCY. Any criminal accounts assigned to collection, shall not accrue interest. Criminal restitution amounts must be assigned as a separate account in order to accrue interest. The AGENCY reserves the right to stop charging interest on payroll deductions and post-dated payment plans.

The COURT must receive full payment in order to close a case.

**14. Change in Law.**

Should there be changes in laws or through the COURTS policies which prescribe/allow a different method for receiving collection fees, the AGENCY shall modify its methods accordingly, upon instruction from the COURT.

**15. Payments to COURT from Other Source.**

A payment made on behalf of a consumer directly to the COURT on an assigned account will be promptly reported to the AGENCY by the COURT.

**16. Bankruptcy.**

When an account becomes subject to bankruptcy proceedings, the AGENCY will cancel the account back to the COURT.

**17. Reports and Remittance Schedule.**

The AGENCY and the COURT agree to the following reports and remittance schedule, subject to mutual modifications:

17.1. The AGENCY shall furnish the COURT with a computerized acknowledgment of the assigned judgments within a reasonable period of time following receipt of the same. The acknowledgement shall include an ALPHA listing by name of judgment consumer, court assigned case number, amount assigned, total number of judgments and total dollar amounts assigned for collection.

17.2. The AGENCY will remit payment to the COURT semi-monthly.

17.3. The AGENCY will furnish the COURT with a report indicating all judgments currently assigned to the AGENCY upon request. The COURT will be provided online access to assigned judgments if desired.

**18. Compromises.**

The AGENCY will not engage in compromise settlement arrangements without the permission from the COURT on any judgment turned over. The COURT shall have no responsibility for uncollected costs advanced by the AGENCY.

**19. Trust Fund Account.**

The AGENCY shall deposit all sums received in payment of assigned judgments in a trust account. All such funds shall be held in trust as the sole and exclusive property of the COURT and shall not be used or available for any use by the AGENCY for any purpose whatsoever; or in any way co-mingled with the assets of the AGENCY. Such funds will continue to be the funds of the COURT until remitted or otherwise transferred. The COURT authorizes the AGENCY to endorse cashier's checks and money orders made payable to the COURT for the purpose of deposit into said trust account.

**20. Waiver.**

Failure to enforce any provision of this Contract shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Contract shall not be deemed waiver of any other right or power.

**21. Severability.**

In the event any term or condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms conditions, or applications of this Contract which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.



**22. Changes.**

Any changes to this contract shall be in writing and shall be deemed to have been duly given when either (a) personally delivered; or (b) when deposited via certified mail, return receipt requests, postage prepaid to the intended recipient set forth below:

If to the AGENCY:           Dynamic Collectors, Inc.  
  Attn: Kevin Klumper  
  790 S. Market Blvd.  
  Chehalis, WA 98532

If to the COURT:            Omak Municipal Court  
  PO Box 72  
  Omak, WA 98841

**23. Nondiscrimination.**

In doing the work herein described, the AGENCY shall not discriminate on the basis of race, religion, sex, sexual orientation, age, national origin, disability or any other protected class consideration.

**24. Beneficiaries to Contract.**

This Contract is entered into for the benefit of the COURT and the AGENCY. No third-party beneficiaries are intended to be created or are created hereunder and no other party can derive any benefit here from.

**25. Entire Contract.**

This Contract constitutes the entire understanding between the AGENCY and the COURT regarding collection services provided to the COURT by the AGENCY, and may not be modified except by written agreement signed by both parties. This Contract supersedes any prior Contract, unless incorporated herein by reference.

**26. Choice of Law and Venue.**

This Contract shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Contract shall be brought in Okanogan County Superior Court.

In WITNESS WHEREOF, the parties have executed the Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DYNAMIC COLLECTORS, INC.

OMAK MUNICIPAL COURT

BY: \_\_\_\_\_  
Kevin Klumper  
*President*

BY: \_\_\_\_\_  
Printed Name:  
Title:

ADDRESS:  
790 S. Market Blvd.  
Chehalis, WA 98532

ADDRESS:  
PO Box 72  
Omak, WA 98841

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Printed Name:  
*Court Administrator*



## **COURT PAYMENT MANAGEMENT SERVICES, INC. SERVICE CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Omak Municipal Court, Omak, Washington (hereafter called "COURT") and Court Payment Management Services, Inc. (hereafter called "AGENCY"). It is understood that the AGENCY will be principally responsible for compliance with this contract and insuring compliance of its affiliates, if any.

### **I. Monthly Payment Collection Services**

The AGENCY will offer servicing of the COURT delinquencies and obligations for the COURT obligors, but the COURT is under no obligation to use this program and the COURT shall retain control of its delinquencies and obligations. The AGENCY will generate, monitor, and maintain the payment plan contracts for the COURT.

### **II. Costs**

The COURT will assess and the AGENCY will add costs for this service as follows (RCW 3.02.045):

1. \$15.00 Account Set-Up Cost: An initial charge per defendant per payment plan. (The cost is charged only once, per plan, while the defendant remains in an active delinquency program. Setting up a new and/or additional delinquency program requires an additional Set-Up Cost.)
2. \$10.00 Monthly Cost: Cost is charged per account payment plan (per defendant).

### **III. Insurance and Surety Requirements**

For the duration of this contract, the AGENCY will maintain in full force and effect and will provide evidence of all insurance required by Omak Municipal Court, including, but not limited to, evidence of insurance against personal injury liability, comprehensive general liability, workers compensation and automobile liability insurance. *Available upon request.*

### **IV. Hold Harmless Clause**

The AGENCY agrees to indemnify and hold the Clerk of the Court, Judge of the Court, Omak Municipal Court and all elected officials, employees and agents of the Omak Municipal Court harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the AGENCY or its employees and agents in the performance of the herein described. The COURT will indemnify and hold harmless the AGENCY, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any claims arising out of or as a result of the negligent acts or omissions of the COURT, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all claims resulting from errors in account information furnished to the AGENCY by the COURT.

**V. Agency Compensation**

The AGENCY will retain the service costs paid on each account payment plan monitored by the AGENCY.

**VI. Failed Agreements**

Defendants that fail to make their scheduled payment within forty days from the due date will have their delinquencies or obligations reported to the COURT and will no longer be monitored by the AGENCY.

**VII. Remittance**

The AGENCY shall remit payments to the COURT monthly.

**VIII. Term**

This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

In WITNESS WHEREOF, the parties have executed the CONTRACT on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COURT PAYMENT MANAGEMENT SERVICES, INC.

OMAK MUNICIPAL COURT

BY: \_\_\_\_\_

Kevin Klumper  
*President*

BY: \_\_\_\_\_

Printed Name:  
Title:

ADDRESS:  
750 S. Market Blvd  
Chehalis, WA 98532

ADDRESS:  
PO Box 72  
Omak, WA 98841

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name:  
*Court Administrator*

# MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Todd McDaniel, City Administrator

**Date:** February 18, 2025

**Subject:** Resolution 14-2025– Participation in the Okanogan County Emergency Service Organization.

---

The attached Resolution No. 14-2025, Approving A Joint Local Agency Agreement with the Okanogan County Emergency Service Organization, is forwarded for your consideration.

The City of Omak has been a member of the Okanogan Count Emergency Service Organization since its beginning in 1998.

This agreement will replace the existing agreement and makes minor changes to the designation of board members, their duties and how the meeting are run.

This organization was formed as a joint effort to implement an emergency service program in conformance with State Statute RCW 38.52.

This agreement will recognize the City Mayor as a member of this board. An alternate member will also need to be designated to serve in the absence of the mayor.

I support this Resolution and urge its adoption.

**RESOLUTION No. 14-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A JOINT LOCAL AGENCY AGREEMENT WITH THE OKANOGAN COUNTY EMERGENCY SERVICES ORGANIZATION**

**WHEREAS**, RCW Chapter 38.52 requires counties and cities within the State of Washington to establish emergency management organizations and emergency plans for the protection of persons and property in the event of disaster, and to provide for the coordination of emergency management functions with other public agencies and organizations; and

**WHEREAS**, the Okanogan County Emergency Service Organization, a collaboration between the cities of Okanogan County and Okanogan County, is tasked at implementing and conducting emergency service programs in Okanogan County; and

**WHEREAS**, the City of Omak joined the Okanogan County Emergency Service organization by an agreement dated September 9,1997; and

**WHEREAS**, the members of the Okanogan County Service Organization have reviewed and updated the bylaws and operating procedures contained within the Joint Local Agency Agreement for participation in this organization; and

**WHEREAS**, the City of Omak recognizes the value and the need for its continued participation in the Okanogan County Service Organization.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON**, that the **Joint Local Agency Agreement**, attached hereto, for the participation in the Okanogan County Emergency Service Organization, is approved. The Mayor is authorized to execute the agreement on behalf of the City.

**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

# JOINT LOCAL AGENCY AGREEMENT

It is hereby agreed by the undersigned that: Okanogan County and the towns of Conconully, Coulee Dam, Elmer City, Riverside, Nespelem, Twisp, and Winthrop, and the cities of Brewster, Okanogan, Omak, Oroville, Pateros, and Tonasket shall operate jointly an organization to be known as "The Okanogan County Emergency Services Organization," hereinafter referred to as OCESO, under the direction and control of the Okanogan County Emergency Services Council, hereinafter referred to as the COUNCIL by the following bylaws that are hereby adopted:

## BYLAWS

### OKANOGAN COUNTY EMERGENCY SERVICES ORGANIZATION

#### I. Name and Membership

This organization shall be known as the "Okanogan County Emergency Services Organization," or "OCESO". The organization shall consist of those members who have contributed their current funding shares as set forth herein and who have not withdrawn from the organization during the term of this agreement.

#### II. Purpose

To implement and conduct an emergency services program in Okanogan County, Washington in accordance with Federal and State statutes (RCW 38.52), local ordinances (County Code 3.24), and rules and regulations.

#### III. Okanogan County Emergency Services Council

- A. The Council shall consist of the following voting representatives from the participating members of the OCESO:
1. One designee of the Board of County Commissioners.
  2. The mayors of the participating incorporated cities and towns in the county.
  3. The Okanogan County Emergency Services Director (Ex-Officio, Non-voting member).
- B. Each member may designate one (1) department head or elected official as an alternate member to the council. The alternate member may only vote when the primary member is absent from the meeting. The designated alternate shall be listed on the letterhead of the city/county/town and presented at the October meeting. If said alternate needs to be changed the letter shall be presented to the OCESO Council at the October meeting or the named alternate will remain the same each year.

#### **IV. Powers and Duties**

- A. The Council shall perform all duties imposed by Statute upon executive heads of emergency services, by mutual aid plans, agreements, resolutions, and rules and regulations as are necessary to implement such plans and agreements. It shall do all things herein provided they are reasonable and/or necessary to the accomplishment of the purposes set forth.
- B. Appoint a director by a majority vote of the members of the Council with the tenure being at the discretion of the Council.

#### **V. Executive Board**

There shall be an Executive Board of the Council consisting of five (5) members of the Council: one (1) Commissioner (Chair), one (1) Vice-Chair, and one (1) Mayor from each Commissioner's district for a total of three (3).

The representative of the Board of County Commissioners shall act as the Chair of the Council. The Vice-Chair of the Council shall be a Mayor elected annually by the members of the OCESO.

Election of the Vice-Chair shall occur annually, upon passing of the annual budget for the following year.

Responsibilities:

- A. Meet to discuss urgent and/or timely matters of importance as requested by the Director, including matters significantly impacting public safety, issues of risk and liability (legal); and unforeseen emergencies requiring immediate input, guidance, and direction in support of duties performed by the Director and staff.
- B. Determine and request, as necessary, that significant urgent and/or time sensitive matters go before the Council and call for a Special Meeting.
- C. Oversee and review "significant changes" to OCESO budgetary / operational matters, only as necessary for purpose of transparency to advise BOCC in mitigating or reducing concerns or impacts of potential risk/liability.

#### **VI. Officers**

- A. The officers shall be Chair and Vice-Chair.



- B. The representative of the Board of Commissioners shall act as Chair of the Emergency Services Council. The mayor elected at the October meeting shall be Vice-Chair.
- C. It shall be the duty of the Chair to preside over all meetings and to perform such other duties as are commonly associated with this role.
- D. It shall be the duty of the Vice-Chair to perform all the duties of the Chair in the Chair's absence.

**VII. Okanogan County Board of County Commissioner's (BOCC) Duties**

- A. Shall be the immediate Supervisor to the Director for routine day-to-day operations.
- B. Shall evaluate the director each year by December 31<sup>st</sup>. OCESO Council members may submit documentation by November 30<sup>th</sup> to the BOCC for input on the evaluation of the director.

**VIII. Director Duties**

The Director is hereby empowered and directed to:

- A. Prepare an emergency services operating plan conforming to Federal and State Emergency Services plans and programs requirements.
- B. To coordinate the effort of the OCESO for the accomplishment of the purposes of the Council.
- C. Represent the OCESO in all dealings with public or private agencies pertaining to Emergency Services and disasters.
- D. Keep, maintain, and be responsible for an inventory of all goods, supplies, and equipment of the OCESO, or that which is in its custody, including Federal Excess Property on loan to the organization; said inventory to specify its location listed thereon.
- E. Evaluate emergency services in Okanogan County and periodically submit recommendations to the OCESO as requested or deemed necessary.
- F. Prepare each year and submit to the OCESO for approval a budget for the following year's operation, by August 1<sup>st</sup> indicating each city/town/county portion.
- G. Directly oversees the Emergency Management Specialists position and any personnel under its supervision.

## **IX. Director's Duties in the Event of a Disaster**

In the event of disaster, as herein provided, the Director is hereby empowered and directed to:

- A. Plan and lead the response to protect life and property as affected by such disaster.
- B. Obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and bind the participating members thereof, and if required, to immediately requisition the same for public use.
- C. Coordinate the services of any county, city / town officer or employee, command the aid of as many citizens as considered necessary in the execution of their duties, such person being entitled to all privileges, benefits, and immunities as are provided by state law for registered emergency service workers.
- D. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all power confirmed by agreement approved by the Okanogan County Emergency Services Council, statute or by any other lawful authority.

## **X. Meetings**

- A. The council shall meet once per quarter commencing on the second Wednesday of January, April, July, and October or upon a call from the Chair, the Director, or by majority of the council.
- B. A quorum consists of a minimum of 5 members. For amendments to the agreement, a majority of 7 members is needed, excluding the Director.
- C. Each Council member shall be entitled to one vote.
- D. All meetings shall conform to the Washington State Open Public Meeting Act Chapter 42.30 RCW.
- E. If there is a conflict (i.e., holiday, other meeting), the following meeting may be adjusted by a simple majority.
- F. If there are no agenda items the Director shall concur with the Chair on cancelling the upcoming meeting and advise the council of the cancellation.

**XI. Funds**

- A. All monies received for OCESO shall be deposited with the Okanogan County Treasurer and placed in a fund to be known as the “Okanogan County Emergency Services”. All disbursements will be made by warrant drawn against the fund in the manner prescribed by law.

**XII. Budget**

- A. Each participating member’s contributions for normal operating expenses and administration shall be determined annually in accordance with the following formula, included in the participating member’s annual budget and to be paid no later than May 31<sup>st</sup> of each year.

TOTAL OPERATING AND ADMINISTRATIVE EXPENSES (divided  
by) TOTAL POPULATION OF ALL PARTICIPATING MEMBERS  
(times) POPULATION OF PARTICIPATING MEMBER

- B. The following years budget will be prepared and submitted to the Council by August 1<sup>st</sup> of each year for review.
- C. Invoices reflecting each entity’s amount due will be sent out by October 15<sup>th</sup>.

**XIII. Amendments**

These bylaws may be amended once per year at the October meeting.

**XIV. Term of Agreement**

This agreement shall be in full force and effect on the date of the required signatures and shall remain in full force and effect until such time as a notice of withdrawal is filed in accordance with this agreement.

**XV. Withdrawal of Membership**

Any member of the OCESO may withdraw from membership of the local organization by serving written notice of such intention prior to the approval of the budget for the following year and said member shall no longer be bound to provide the financial and in-kind support set forth herein.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:



\_\_\_\_\_  
Chief Civil Deputy, Prosecuting Attorney



**Okanogan County Emergency Services Organization**

**Alternate Designee Authorization**

As a member of the Okanogan County Emergency Services Organization, I \_\_\_\_\_ Mayor of the city/town of \_\_\_\_\_ authorize \_\_\_\_\_ as the alternate member for the city/town of \_\_\_\_\_. This appointment will be effective until rescinded or current elected member of the organizations term ends.

In my absence \_\_\_\_\_ is authorized to act as my representative in all votes/decisions necessary.

Designee: \_\_\_\_\_

Email: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Signed this \_\_\_\_\_ day of January 20\_\_\_\_.

\_\_\_\_\_ Mayor of city/town \_\_\_\_\_



## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Connie Thomas, City Clerk

**Date:** February 18, 2025

**Subject:** Resolution 15-2025 – Approve Merchant Services Agreement with Heartland & Authorize.Net

---

The attached Resolution No. 15-2025, A Resolution Approving the Merchant Processing Agreement with Heartland Payment Systems and the Addendum with Authorize.Net for the Payment Gateway is forwarded to you for your consideration.

The City of Omak is migrating our reservation system from CampLife to Odoo. With this change, the City needed to find merchant services to process the credit and debit card payments. We chose Heartland Payment Systems as they are a partner of our financial institution, WaFd Bank. The cost for the credit/debit card processing will be 2.9% of the volume processed and .30¢ per transaction. We will also have a \$15 a month fee and minimal transaction fees from Authorize.Net for the Gateway.

Once implemented, the City will see an overall annual savings with the reservation system conversion as a whole.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 15-2025**

**A RESOLUTION APPROVING THE MERCHANT PROCESSING AGREEMENT WITH HEARTLAND PAYMENT SYSTEMS AND ADDENDUM WITH AUTHORIZE.NET FOR THE PAYMENT GATEWAY**

**WHEREAS**, Heartland Payment Systems along with Authorize.Net will provide the City a secure online payment processing solution for credit cards and debit card use for our reservation system; and

**WHEREAS**, the execution of the attached Merchant Processing Agreement and the Payment Gateway Account Setup will initiate and execute debit and credit card entries to the City checking account; and

**WHEREAS**, this integration will allow our customers access to a portal to pay online, further updating and enhancing the City's financial operations; and

**WHEREAS**, the processing administrative service fee will be applied per transaction.

**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**, and Exhibit "B", **Authorize.Net and the CITY OF OMAK**, is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED AND PASSED** 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

You have 3 fields to sign.

# E-COMMERCE APPLICATION

## Heartland

**Joseph Lucero**  
FI - RM Inside Sales  
(303) 549-5892

**Affiliate ID:** RS-WF316  
**atlas Token:** 4830513

### COMPANY INFORMATION

City of Omak P: (509) 826-1170 Primary: Todd McDaniel P: (509) 826-1170  
2 Ash St N Authorized to purchase: Yes  
Omak, WA 98841 E: admin@omakcity.com P: (509) 826-1170  
W: <https://www.omakcity.com/parksrec/page/parks-reservations>  
HIC Admin: Todd McDaniel  
E: admin@omakcity.com

#### Legal:

City of Omak P: (509) 826-1170  
2 Ash St N  
Omak, WA 98841

### CREDIT CARD PRICING

<b>\$50,000.00</b>	<b>\$97.24</b>	<b>Exchange</b>	<b>Flat Rate</b>	<b>Monthly 0 bps</b>
Annual Volume	Avg Ticket	Network	Interchange Calculation	Settlement Type

Type:	Discount CP:	Discount CNP:	Trans Fee CP:	Trans Fee CNP:	Trans Fee Dial:	Trans Fee IP:	Non-EMV Assessment Fee:
Visa	2.600%	2.900%	\$0.1000	\$0.3000	-	-	1.000%
Mastercard	2.600%	2.900%	\$0.1000	\$0.3000	-	-	1.000%
Discover/JCB	2.600%	2.900%	\$0.1000	\$0.3000	-	-	1.000%
Amex - AXP	2.600%	2.900%	\$0.1000	\$0.3000	-	-	1.000%

Merchant will be assessed a Non-EMV assessment fee of 1.00% on all non-EMV transactions for the four major card brands.  
These fees will not apply to fallback transactions, contactless transactions, and Card Not Present transactions.

#### Additional AMEX Details:

Amex Annual Volume: \$15,000.00 Amex Program: AXP  
Amex Average Ticket: \$97.24 Amex Merchant Number: N/A  
Opt Out of Marketing Material: No  
ARC/IATA #: N/A

Recurring Fee:	Fee:	Frequency:
Minimum Discount Fee:	\$0.00	Monthly
Service/Mandate Fee:	\$0.00	Monthly
Annual Fee:	\$0.00	Annually
Chargeback Fee:	\$25.00	Per Occurrence
Voice Authorization Fee:	\$0.65	Per Occurrence
Application Processing Fee:	\$0.00	One-Time
PCI Non-Compliance Fee:	\$125.00	Monthly

↓ Sign Below ↓



You have 3 fields to sign.

Payments Manager+ Txn Fee: \$0.20 Per Occurrence

\*The Payments Manager+ Discount Rate and Txn Fee apply to payments processed through Payments Manager+, in addition to standard processing fees. Merchant can utilize Payments Manager+ by enabling it within My Account.



## MERCHANT DETAILS

<b>Business Type:</b>	Private	<b>New/Existing Business:</b>	Switching to Heartland
<b>Ownership Type:</b>	Government	<b>Length in Business:</b>	> 15 years
<b>Tax ID:</b>	**-***1262	<b>Number of Terminals:</b>	1
<b>Services:</b>	Campgrounds & Recreational Vehicle Parks	<b>Deposit Method:</b>	Standard
<b>Card Acceptance:</b>	All Cards Accepted	<b>Dispute Letter Mailing:</b>	DBA
<b>Statement Type / Mailing:</b>	Standard / DBA	<b>Dispute Letter Electronic:</b>	Email
<b>Language Preference:</b>			English
<b>Home Based Business:</b>			No
<b>Data Compromise/PCI Investigation:</b>			No
<b>Third Party Lender Contract:</b>			No
<b>Data Storage Entity / Cardholder Data Access:</b>			No
<b>Provides Card Data Services For Companies:</b>			No
<b>Payment Facilitator / Service Provider:</b>			No
<b>Filed for Bankruptcy:</b>			No
<b>Site Inspected:</b>			Yes
<b>Business Signage Present:</b>			Yes
<b>Inventory Sufficient to Support Business:</b>			Yes
<b>Use Fulfillment House:</b>			No
<b>PCI Compliant:</b>			Yes
<b>Does the merchant understand that full PCI-DSS Compliance must be maintained at all times?</b>			Yes
<b>Does the merchant agree to notify Heartland immediately upon changing Point of Sale Software, Systems, Applications, or Vendors?</b>			Yes
<b>Does the merchant's transactions process through any other Third Parties (i.e. Web Hosting Companies, Gateways, Corporate Office)?</b>			No
<b>Does the merchant utilize the services of a PCI SS Qualified Integrator Reseller (QIR) when POS payment applications are utilized?</b>			No
<b>Is the signing merchant storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized?</b>			No
<b>Does the merchant utilize an EMV enabled terminal?</b>			N/A
<b>Is any owner, officer, director, employee or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of government-owned enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of the foregoing officials?</b>			No
<b>RM Acknowledgement:</b>			Yes

↓ Sign Below ↓

You have 3 fields to sign.

Shipping Policy Present?  
Returns / Refunds Policy Present?  
Card Acceptance Logos Present?

No  
No  
No

↓ Sign Below ↓

You have 3 fields to sign.



## PROCESSING DETAILS

<b>Processing Method:</b>		<b>B2B:</b>		<b>Other:</b>	
Keyed w/o Imprint:	100%	Consumer:	100%	Signature Obtained:	All Face to Face Sales
<b>Sales Method:</b>		B2B:	0%	Consumer Charged:	At Time of Purchase
Real Time Internet:	100%	<b>Future Delivery:</b>		Credit Card via Website:	Yes
		Future Delivery Volume:	40%		
		2-5 Days:	50%		
		31-60 Days:	25%		
		61-90 Days:	25%		



## OWNER / OFFICERS / CONTACTS

Name:	Address:	Contact:	Information:
Todd McDaniel Administrator 0% Ownership admin@omakcity.com	31965-A Highway 97  Tonasket, WA 98855	Home: (509) 826-1170	 Length at address: 7-10 years US Citizen
Connie Thomas  0% Ownership clerk@omakcity.com Authorized to purchase: Yes		Home: (509) 826-1170	

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.



## BANKING INFORMATION

Name:	Address:	Product:	Routing #:	Account #:
Name On Account:	Phone:	Transfer Method:		Type:
WASHINGTON FEDERAL BANK	Seattle, WA 98101	Card/Gift, PetroPay, e-Commerce		
City of Omak	206 264-6882	Both		Checking
Funding Option:		Standard		

↓ Sign Below ↓

You have 3 fields to sign.

## AGREEMENT ACCEPTANCE

**PERSONAL GUARANTEE:** For value received, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the merchant submitting this Application ("Merchant") and Heartland Payment Systems, LLC ("Heartland" or "HPS"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Heartland and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/has) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guarantees. I, the undersigned, authorize Heartland, or any agents thereof, to obtain consumer reports and related information, and to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

Todd McDaniel Sign Here

**(1) Personal Guarantee Signature:**

**Date:**

Todd McDaniel - Administrator

02/11/2025

**AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION:** 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](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. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

**TERMS & CONDITIONS ACKNOWLEDGEMENT:** Merchant acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at <https://infocentral.heartlandpaymentsystems.com>. 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; Attn: Customer Care; One Heartland Way; Jeffersonville, IN 47130.

**DEBIT / 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 below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, 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.

Todd McDaniel Sign & View T&Cs Here

**Owner/Officer:**

**Date:**

Todd McDaniel - Administrator

02/11/2025

The Term of this Agreement is 36 Months

Note: Maximum \$295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

↓ Sign Below ↓



You have 3 fields to sign.

# Heartland

## COMPANY INFORMATION

City of Omak  
2 Ash St N  
Omak, WA 98841  
admin@omakcity.com

## CONTACT

Todd McDaniel  
(509) 826-1170

## MERCHANT RESPONSIBILITIES

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargeback below thresholds.
- Review and understand the terms of the Merchant Processing Agreement.
- Comply with the Card Brands Operating Regulations.
- Retain a signed copy of this Disclosure page.

## MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

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

**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 (Acquirer) is the ultimate authority should the merchant have any problems.

## MEMBER BANK INFORMATION

(Visa & Mastercard Only)

### Deutsche Bank Trust Company Americas

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

### PNC Bank N.A

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

## DEBIT BANK

### PB&T Bank

301 West 5th Street  
Pueblo, CO 81003  
Phone: (888) 728-3550

## MERCHANT RESOURCES

- You may download "Visa Regulations" from Visa at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

↓ Sign Below ↓

## You have 3 fields to sign.

00/rules.htm

- You may download "American Express Merchant Operating Requirements" at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide)

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems 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, regarding acceptance of Card Brand transactions.

Todd McDaniel Sign Here

X

**Owner / Officer:**

Todd McDaniel-Administrator

**Date:**

02/11/2025

↓ Sign Below ↓

# Authorize.Net®

## PAYMENT GATEWAY ACCOUNT AND MERCHANT ACCOUNT SETUP FORMS

Welcome to Authorize.Net, and thank you for choosing us for your e-Commerce transaction needs.

To set up your payment gateway account, please complete and email the complete application to:

[April Johnson | apjohnso@visa.com](mailto:apjohnso@visa.com)

If you have any questions please contact: **Authorize.net New Accounts Team at 866.437.0476**

### Authorize.Net Gateway Only | Special Promo

Setup:	\$0.00
Monthly:	\$15.00
Transaction:	\$0.10
Daily Batch:	\$0.10

To qualify for this promotion the account must be  
New, Card Not Present, Gateway Only.  
**Promotion Expires February 28, 2025**



# PAYMENT GATEWAY ACCOUNT SETUP FORM

**ATTENTION:** April Johnson| apjohnso@visa.com Phone: 866.437.0476

## STEP 1: COMPANY INFORMATION

Company Name: City of Omak

Company Officer / Owner / Principal Name: Cindy Gagné

Title: Mayor Company Tax ID (Sole Prop. Can use SS#): 91-6001262

Company Address (No P.O. Boxes): PO Box 72

City: Omak State: WA ZIP Code: 98841

Company Phone Number: 509-826-1170 Company Fax Number: 509-826-6531

Email Address (The address that setup information will be sent to): clerk@omakcity.com

Business Type (select one):  Corporation  Non-Profit Corporation (must send copy of 501c3)  LLC  Sole Proprietorship  LLP

Market Type (select one):  Card Not Present (CNP)/E-commerce  Mail Order/Telephone Order (MOTO)  Card Present CP/Retail

Company Web Address (URL) (If you have one): omakcity.com

Detailed Description of Products or Services Sold (please be specific): Reservation Fees for Parks

## STEP 2: PAYMENT AND ACCOUNT INFORMATION

Payment Gateway and Merchant Account Fees:	<b>Non-Refundable Setup Fee:</b>	<b>\$0.00</b>
	<b>Monthly Gateway Fee:</b>	<b>\$15.00</b>
	<b>Per-Transaction (Gateway) Fee:</b>	<b>\$0.10</b>
	<b>Per-Transaction (Merchant Account) Fee*:</b>	<b>N/A</b>
	<b>Batch Fee**:</b>	<b>\$0.10</b>

**IMPORTANT:** You must also complete the "AUTHORIZATION FOR SINGLE DIRECT PAYMENT (ACH DEBIT)" form on Page 3.

**Non-Refundable Setup Fee:** Company agrees to pay to Authorize.Net a one-time non-refundable fee in the amount written above for the setup of Company's payment gateway account and access to Authorize.Net Services pursuant to the attached Authorization for Single Direct Payment (ACH Debit) form.

**Monthly Gateway, Per-Transaction Fee and Batch Fee:** Authorize.Net shall charge Company a Monthly Gateway Fee, Per-Transaction Fee and Batch Fee in the amounts provided above. Billing shall commence upon the creation of the account. Such fees will be billed automatically on a monthly basis to the bank account provided on Page 3.

\* Merchant account fees will be billed separately by your merchant account provider of choice.

\*\* Transactions are grouped into a batch and submitted at the end of each day.

**Authorization.** By signing below, the individual signing this application ("Applicant") certifies, acknowledges and agrees that: (i) Applicant is an authorized principal, partner, officer, or other authorized representative of Company that is authorized to bind Company to contractual obligations; (ii) Authorize.Net may share information contained in these setup forms with its service partners for the purpose of establishing a Merchant Account, if applicable; (iii) billing for the Authorize.Net Payment Gateway Account in the amounts set forth above shall commence upon Applicant's execution below; and (iv) Company agrees to be bound by the terms and conditions of the Authorize.Net Payment Gateway Merchant Service Agreement incorporated herein by reference and located at the following Web address: [http://www.authorize.net/files/Authorize.Net\\_Service\\_Agreement.pdf](http://www.authorize.net/files/Authorize.Net_Service_Agreement.pdf).

Company Name: City of Omak Signature: \_\_\_\_\_

Print Name: Cindy Gagné Print Title: Mayor Date: \_\_\_\_\_



## **ADDITIONAL SERVICES INCLUDED WITH YOUR GATEWAY ACCOUNT**

We include the following additional services with your payment gateway account for no additional fees. Terms and conditions apply for each.

### **Advanced Fraud Detection Suite™ (AFDS)**

Advanced Fraud Detection Suite™ (AFDS) is a set of customizable, rules-based filters and tools that identify, manage, and prevent suspicious and potentially costly fraudulent transactions. You can customize AFDS to match your business needs and control how suspicious transactions are handled, including the ability to approve, decline or hold transactions for manual review.

For more information, please visit <https://www.authorize.net/afds>.

### **Automated Recurring Billing™ (ARB)**

Automated Recurring Billing (ARB) is ideal if you provide subscription-based products or services, or would like to provide your customers with an installment-based payment option for high-ticket purchases. With ARB, your customers' payment information is safely stored in our secure data center, which complies with the Payment Card Industry Data Security Standard (PCI DSS).

For more information, please visit <https://www.authorize.net/arb>.

### **Customer Information Manager (CIM)**

Customer Information Manager (CIM) allows you to store customers' sensitive payment information on our secure servers, simplifying your compliance with the Payment Card Industry Data Security Standard (PCI DSS) as well as the payments process for returning customers and recurring transactions.

For more information, please visit <https://www.authorize.net/cim>.

## APPENDIX A: Merchant Account Configuration Form

**IMPORTANT:** Appendix A must be completed by merchants with active Merchant Accounts. **Company Name:** \_\_\_\_\_

**STEP 1:** Credit Card Types that your Merchant Account is Currently Configured to Accept

**Accepted Cards (select all that apply):**     *Visa/MasterCard*     *American Express*     *Discover*     *Diner's Club*  
 *JCB*                       *Enroute*

**STEP 2:** Merchant Account Processor Configuration Information

**Instructions:** Please provide the requested information for the processor that is associated with your merchant account.  
**You need only provide information for ONE processor.**

**Chase Paymentech – Tampa Platform**

Client (4 digits): \_\_\_\_\_    Merchant # (Gensar #) (12 digits): \_\_\_\_\_    Terminal # (TID) (3 digits): \_\_\_\_\_

**FDMS Concord EFSNet**

BuyPass / Terminal # (TID) (6 digits): \_\_\_\_\_    Merchant ID (MID) (2 digits): \_\_\_\_\_

**First Data Merchant Services (FDMS) – Nashville Platform**

Merchant ID (MID) (6-7 digits): \_\_\_\_\_    Terminal ID (TID) (6-7 digits): \_\_\_\_\_

**First Data Merchant Services (FDMS) – Omaha Platform**

Merchant ID (MID) (15 or 16 digits): \_\_\_\_\_

**Global Payments – East Platform**

Acquirer Inst. ID (Bank ID) (6 digits): \_\_\_\_\_    Merchant ID (MID) (Usually 16 digits): \_\_\_\_\_

**Elavon (formerly Nova)**

Bank # / Term BIN (6 digits): \_\_\_\_\_    Terminal ID (TID) (16 digits): \_\_\_\_\_

**Pay By Touch (formerly CardSystems)**

Acquirer BIN (6 digits): \_\_\_\_\_    Terminal ID (TID) (10 digits): \_\_\_\_\_

**RBS Lynk (formerly LynkSystems)**

Acquirer BIN (6 digits): \_\_\_\_\_    Store # (4 digits): \_\_\_\_\_    Terminal # (TID) (4 digits): \_\_\_\_\_

Merchant # (12 digits): \_\_\_\_\_    Merchant Category Code (4 digits): \_\_\_\_\_

Market Type (select one):     *E-Commerce*     *MOTO*     *Retail*

**TSYS Acquiring Solutions (formerly Vital)**

Acquirer BIN (6 digits): \_\_\_\_\_    Agent Bank # (6 digits): \_\_\_\_\_

Agent Chain # (6 digits): \_\_\_\_\_    Category Code (4 digits): \_\_\_\_\_    Terminal # (TID) (4 digits): \_\_\_\_\_

Store # (4 digits): \_\_\_\_\_    Merchant # (12 digits): \_\_\_\_\_

## MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Todd McDaniel, City Administrator

**Date:** February 18, 2025

**Subject:** Resolution 16-2025 – Accepting a Grant/Loan Offer from Public Works Board

---

The attached Resolution No. 16-2025, Accepting a Loan/Grant Offer from the Washington State Public Works Board for SR155 Bridge Water Pre-construction Project, is forwarded for your consideration.

The Replacement of the of the Omak SR155 Bridge by WSDOT will require the existing water line to be displaced. The city is responsible to redesign a line that can be attached to the new structure or find an alternate way to convey water across the river.

The City applied for and was offered a \$210,000 loan with the Washington State Public Works Board to carry out this design project. The Total amount of the award offered is \$210,000. \$105,000 of this is loan dollars that will be repaid over a 5-year term.

Public Works is looking at either replacing a new line on the Bridge or boring in a new line under the river. The project will evaluate both options and produce designs and specifications for the most beneficial option.

I support this Resolution and urge its adoption.

**RESOLUTION NO. 16-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING A  
LOAN/GRANT OFFER FROM THE WASHINGTON STATE PUBLIC WORKS  
BOARD FOR SR155 BRIDGE WATER PRE-CONSTRUCTION PROJECT**

**WHEREAS**, the Washington state Department of Transportation is scheduled to replace the SR155 Bridge, located in Omak; and

**WHEREAS**, the bridge replacement project requires existing city water lines, carried on the bridge, to be redesigned for attachment to the new bridge or relocated off the bridge; and

**WHEREAS**, the city has applied for and has received an offer from the Washington State Public Works Board to fund this pre-construction project, in the amount of \$210,000. Of this amount \$105,000 are loan dollars that will be repaid over a 5-year term with Water Utility revenues.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, that the funding offer from the Washington State Public Works Board for the SR155 Bridge Water Pre-Construction funding is accepted. The Mayor is authorized to execute all necessary documents to secure and manage this funding.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



WASHINGTON STATE  
**PUBLIC WORKS BOARD**  
INFRASTRUCTURE IS FUNDAMENTAL

1011 Plum St SE • Box 42525 • Olympia, WA 98504-2525  
www.pwb.wa.gov

February 13, 2025

Cindy Gagne, Mayor  
City of Omak  
2 North Ash Street, PO Box 72, Omak, WA 98841  
mayor@omakcity.com

**RE: PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN AWARD LETTER**

Dear Mayor Gagne,

Thank you for submitting a Public Works Board Pre-construction Loan application for consideration by the Public Works Board (Board). Congratulations, your SR155 Bridge Water Main Improvements Project has been selected for an award of \$105,000 in loan funding and \$105,000 in grant funding. Our office just completed the underwriting for this project, and your loan interest rate is 0.43% with a loan term of 5 years.

The Board approved your pre-construction application at their January 31, 2025, board meeting. The approval date is the loan award date. Any eligible costs incurred from this date forward are reimbursable.

The Governor's Executive Order 21-02 requires projects funded through appropriations in the State's Capital Budget to be reviewed prior to any ground-disturbing activities and the expenditure of any state funds for construction, demolition, or acquisition.

Your contract will be emailed to you for signature using DocuSign once your scope of work and milestones are approved. Applicants must fully execute contracts within six months of receipt.

Once again, thank you for applying to the Public Works Board. Please contact your Project Manager, Alison Mitchell by email at [alison.mitchell@commerce.wa.gov](mailto:alison.mitchell@commerce.wa.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'S.R.', with a horizontal line extending to the right.

Sheila Richardson  
PWB Programs Director and Tribal Liaison  
(564) 999-1927