
AGENDA
OMAK CITY COUNCIL MEETING
Monday, April 21, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Proclamation – Volunteer Week

E. CONSENT AGENDA

1. Approval of Minutes from April 7, 2025, Council Meeting
2. Approval of 2025 Claims and April 7, 2025, Payroll

F. NEW BUSINESS

1. Ord. 1950 – Approve Annexation – Tollefson Parcel
2. Ord. 1951 – Amend the 2025 Non-Union Salary Schedule
3. Res. 27-2025 – Approve Maintenance Agreement with WSDOT



G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Action by City Council

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

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: April 21, 2025

Subject: **Ordinance 1950, Annexation of Parcel #3427190051**

The Attached Ordinance 1950, An Ordinance of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigned zoning classification, is forwarded for your consideration.

The City Council of the City of Omak, during its September 16, 2024, meeting, reviewed and accepted a letter of intent for annexation submitted by Robert & Ronna Tollefson.

The City Council of the City of Omak received a petition for annexation on October 7, 2024, and by Resolution 68-2024 fixed the time for the public hearing on the annexation request.

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

The applicants have completed the process of amending the City of Omak Comprehensive Plan maps and Zoning Map. The amendments to these maps are included in this Ordinance.

The property annexed by this Ordinance consists of approximately 1.08 acres of land with the boundaries of said property being contiguous to the City of Omak.

I support the passage of this Ordinance

ORDINANCE NO. 1950

AN ORDINANCE of the City Council of the City of Omak providing for the annexation of certain territory to the City of Omak, Washington, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, providing the same shall be subject to the Comprehensive Land Use Plan, and assigning zoning classification.

WHEREAS, a Notice of Intent to Annex was filed with the City of Omak; and

WHEREAS, a meeting was held with the initiating parties resulting in a decision by the City Council to:

- (1) Accept the proposed annexation;
- (2) Require the simultaneous designation of Heavy Industrial zoning use district classification;
- (3) Require the assumption of a pro rata share of all existing City indebtedness by the area to be annexed; and

WHEREAS, a Petition for Annexation was made in writing and filed with the City Council seeking annexation of the real property described as follows, all of which property is contiguous to the corporate City limits of the City of Omak:

All that part of Government Lot 3 (fractional Northwest quarter of the Southwest quarter) situated in Section 19, Township 34 North, Range 27 East, W.M., Okanogan County, Washington, lying northerly of the following described line; Commencing at the Northwest Corner of said Governmental Lot 3; Thence along the West boundary of said subdivision, South 00°21'23" East a distance of 342.56 feet to the point of intersection with the Southeasterly right of way line of Koala Drive and the True Point Of Beginning of herein described line; Thence South 53°29'50" East a distance of 265.30 feet, more or less, to the Northwesterly right of way line of State Route 97 and the Terminus of herein described line.

Okanogan County Parcel No. 3427190051 more specifically
described as Tax 51 PT Lot 3 NW/HWY;
and

WHEREAS, said petition was signed by the owners of the above-described real property; and

WHEREAS, the staff of the City of Omak filed a Staff Report dated November 12, 2024, attached hereto as **Exhibit A**, which staff report recommended approval with conditions; and

WHEREAS, the City Council fixed a date for a public hearing and caused notice thereof to be published and posted as required by law; and

WHEREAS, a public hearing was duly held by the City Council of the City of Omak on the 19th day of November, 2024, and after said hearing a motion was made, seconded and unanimously passed to approve the annexation of the subject property, adopt the Findings of Facts set forth in **Exhibit A**, subject to the conditions as set forth in **Exhibit A**.

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

Section 1. Upon agreeing to meet all the conditions set forth in **Exhibit A** attached hereto, the real property described herein, being situated within the County of Okanogan, State of Washington, and being contiguous to the City of Omak, shall be annexed to and incorporated into the City of Omak.

Section 2. The City of Omak Zoning Map shall be amended to show Okanogan County Parcel #'s 3427190051 & 9400160013 as Heavy Industrial (HI).

Section 3. The City of Omak Comprehensive plan shall be amended to show and reflect the correctly identified land use designation of Okanogan County Parcel #'s 3427190051 & 9400160013.

Section 4. All property within the territory annexed shall, after the effective date hereof, be assessed and taxed at the same rate and on the same basis as the property within the City for any outstanding indebtedness of the City of Omak contracted prior to, or existing at the date of annexation.

Section 5. All property within the territory so annexed shall be subject to and be a part of the Comprehensive Plan of the City of Omak as now adopted, or as hereinafter amended.

Section 6. The subject real property shall be zoned Heavy Industrial.

Section 7. A copy of this ordinance shall be filed and recorded as provided by law.

Section 8. This ordinance shall become effective from and after its passage by the Council, approved by the Mayor and five days after publication as required by law.

ORD 1950
April 21, 2025

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

STAFF REPORT

DATE: November 12, 2024

TO: Mayor Cindy Gagne' and Omak City Council

FROM: Tyler Wells, Building Official

RE: TOLLEFSON ANNEXATION REQUEST

Proposal:

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

Location Information:

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

Current Use:

The subject property is currently vacant and undeveloped.

Current Comprehensive Plan Designations:

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

Current Zoning:

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

Proposed Zoning, Comprehensive Plan Designation and Uses:

The petitioners request that the property be zoned Heavy Industrial.

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

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

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

Reviewing Agencies:

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

Recommendations:

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

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

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

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

Findings of Fact:

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 21, 2025

Subject: Ordinance 1951 **AN ORDINANCE AMENDING ORDINANCE NO. 1949,
NON-UNION PERSONNEL SALARY SCHEDULE FOR FISCAL YEAR
2025**

The Public Works Department needs certified employees to make weed and mosquito control applications. Currently we do not have anyone certified to apply the application for mosquito control. This temporary seasonal position will have limited hours available to complete the tasks. There are funds available within the mosquito control budget to fund the position.

I support this Ordinance and recommend its approval.

ORDINANCE NO. 1951

**AN ORDINANCE AMENDING ORDINANCE NO. 1949,
NON-UNION PERSONNEL SALARY SCHEDULE FOR
FISCAL YEAR 2025**

WHEREAS, the City Council of the City of Omak adopted the Non-Union Salary Schedule for 2025 effective January 1, 2025, by Ordinance No.1949, on December 16, 2024, and

WHEREAS, the Public Works Department needs certified personnel for weed and mosquito control; and

WHEREAS, a new temporary position has been created to manage the weeds & mosquito control program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAK AS FOLLOWS:

Section 1. Ordinance No. 1949, adopting the Non-Union Salary Schedule for fiscal year 2025, shall be amended to include the position of a Temporary Weed & Mosquito Control Technician 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 majority vote of all Councilmembers, approved by the Mayor, and publication as required by law.

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

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Filed with City Clerk: _____

Passed by City Council: 1ST Reading _____

Date Published: _____

Date Effective: _____

On the _____ day of _____, 2025, the City Council of the City of Omak
passed Ordinance No. 1951

DATED this ____ day of _____ 2025.

Connie Thomas, City Clerk

Amended 2025 Non-Union Employees Attachment "A"		2025					
Salary Schedule							
Ordinance 1949							
Department	Description	Annual Salary/Range		Monthly Salary Range		Hourly Wage/range	
<u>Elected Officials</u>	Mayor	N/A	\$24,000.00	N/A	\$2,000.00	N/A	
	City Council-\$200/\$300 per meeting	N/A	N/A	N/A		N/A	
<u>Full-Time Administrative</u>	City Administrator	\$115,541.94	\$131,297.66	\$9,628.49	\$10,941.47	Exempt	
<u>Full-Time Department Heads</u>	Police Chief	\$106,611.10	\$121,148.98	\$8,884.26	\$10,095.75	Exempt	
	Fire Chief	\$97,464.29	\$110,754.88	\$8,122.02	\$9,229.57	Exempt	
	City Clerk	\$90,815.77	\$103,199.74	\$7,567.98	\$8,599.98	Exempt	
	Public Works Director	\$95,139.48	\$108,108.42	\$7,928.29	\$9,009.03	Exempt	
<u>Full-Time Administrative Staff</u>	Building Official	\$78,116.26	\$88,768.48	\$6,509.69	\$7,397.37	Exempt	
	Assistant Public Works Director	\$79,310.43	\$90,125.48	\$6,609.20	\$7,510.46	Exempt	
	Deputy Clerk	\$63,024.03	\$71,618.22	\$5,252.00	\$5,968.18	\$30.30	\$34.43
<u>Full-Time Community Outreach Response Engagment (C.O.R.E)</u>	C.O.R.E Program Manager	\$77,440.00	\$88,000.00	\$6,453.33	\$7,333.33	\$37.23	\$42.31
	Team O.N.E. Lead		\$60,000.00		\$5,000.00		\$28.25
<u>Full-Time Office Staff & Police Secretary</u>	Grade 5	0-6 months employment	\$45,329.81		\$3,777.48		\$21.79
	Grade 4	After 6 months employment	\$53,385.24		\$4,448.77		\$25.67
	Grade 3	After 2 years employment	\$56,055.94		\$4,671.33		\$26.95
	Grade 2	After 3 years employment	\$58,755.52		\$4,896.29		\$28.25
	Grade 1	Upon supervisor's recommendation and Mayors approval	\$61,411.79		\$5,117.65		\$29.52
<u>Full-Time Code Enforcement/Animal Control</u>	Grade 5	0-6 months employment	\$46,961.11		\$3,913.43		\$22.58
	Grade 4	After 6 months employment	\$49,631.81		\$4,135.98		\$23.86
	Grade 3	After 2 years employment	\$55,507.37		\$4,625.61		\$26.69
	Grade 2	After 3 years employment	\$59,563.95		\$4,963.66		\$28.64
	Grade 1	Upon supervisor's recommendation and Mayors approval	\$67,604.94		\$5,633.75		\$32.50
<u>Part-time Temporary</u>	Court Administrator						\$33.70
<u>Part-time Temporary/Seasonal Employees</u>	Pool Manager						<u>Hourly Wage</u> \$20.72
	Pool Shift Supervisor						\$17.05
	Pool WSI State Minimum Wage						\$16.66
	Temporary Police Officer						\$33.27
	Stampede Temporary Police						\$43.93
	Seasonal or Part/time Public Works Employees						\$22.00
	Temporary Weed & Mosquito Control Technician						\$40.00
<u>Volunteer Firefighters</u>	Drills-Per Practice						<u>Stipend</u> \$20.00
	Fires-Per Call						\$25.00
	On Call Supervisor/per day						\$150.00
Monthly Longevity for Full-Time Employees with the exception of Department Heads:							
5 years \$50 per month							
10 years \$100 per month							
15 years \$150 per month							
20 years \$200 per month							
Knowledge and Experience shall be a factor in determining probationary wage and pay grade, within the published schedule, as determined in the initial employment offer.							

(WA Min Wage \$16.66)
2.35% Increase

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 21, 2025

Subject: **Resolution No. 27-2025 WSDOT Agreement for 2025 Street Striping**

The Attached Resolution: **27-2025, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE MAINTENANCE AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR 2025 STREET STRIPING**, is forwarded for your consideration.

The Washington State Department of Transportation annually provides the equipment, labor, and materials for street striping on specific streets in Omak. This year they have provided an estimate that service in the amount of \$16,000.00.

We are requesting approval of this resolution.

RESOLUTION NO. 27-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE
MAINTENANCE AGREEMENT WITH WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION FOR 2025 STREET STRIPING**

WHEREAS, the City of Omak needs for yearly street striping services to provide lane delineations for the City roadway system; and

WHEREAS, the Washington State Department of Transportation, by agreement, can provide the necessary equipment, labor, and materials for City street striping; and

WHEREAS, the estimated cost of service is \$16,000.00.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2025 street striping services, a copy of which is attached hereto and marked Exhibit "A", 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.

PASSED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney



Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies		Agency and Billing Address
Agreement Number	Agency Contact Name/Phone #/Email	
WSDOT Agreement Manager		
Statewide Vendor # or Federal Tax ID #	Estimated Costs	
Description of Work (herein after referenced as Work)		

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

Recitals

1. The Agency has requested and WSDOT has agreed to perform certain maintenance work on Agency-owned facilities, hereinafter the "Work".
2. It is deemed to be in the public's best interest for WSDOT to complete the Work as requested.

Now Therefore, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above which are incorporated and made a part hereof, it is mutually agreed as follows:

1. Purpose

- 1.1 WSDOT agrees to perform the above-described Work, using state labor, equipment, and materials, as requested by the Agency.
- 1.2 The Agency agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. Administrative charges at current rate are considered part of indirect costs.

2. Period of Performance

- 2.1 Subject to its other provisions, the period of performance of this Agreement shall commence on _____ and be completed on _____ unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

3. Payment

- 3.1 The estimated cost of the Work is stated above. The Agency, in consideration of the faithful performance of the Work performed by WSDOT agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. The agency represents and warrants that it has sufficient funds available to meet its financial obligations under this Agreement.
- 3.2 The Agency agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the Due Date). In the event the Agency fails to make payment by the Due Date, the Agency will pay WSDOT interest on outstanding balances at the rate of _____

twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

3.3 The Agency shall remit all payments to the following address:

3.4 If the Agency objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the Agency shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the Agency is determined not to owe following settlement between the Parties or completion of dispute resolution process.

4. Increase in Cost

4.1 In the event of unforeseen increased costs, the Parties agree that the estimated cost of the Work may be exceeded by a contingency of up to ____%. In the event such increased costs exceed the contingency, the Parties may modify the estimated cost of Work by written amendment signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

5. Right of Entry

5.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the Work described above.

6. Utility Mitigation

6.1 The Parties agree that should there be any utilities in conflict with the Work, which are also located within the Agency's jurisdiction, they shall be identified in a timely manner that does not delay the Work. The Parties agree to work together in good faith to identify all utilities in conflict with the Work. The Agency shall develop a utility listing of all facilities in conflict with the Work and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. Further, the Agency agrees that they shall adequately mitigate all utilities so as to not be in conflict with the Work, including temporary or permanent relocation. This includes mitigating all utilities who occupy the underlying right-of-way via franchise, permit, ordinance, lease, easement, or any other mode of occupation, in a timely manner that does not delay the Work.

State law prohibits WSDOT from expending any funds to mitigate a utility conflict unless the utility's facilities occupy the underlying right-of-way via a compensable, real property interest, such as an easement. WSDOT does not recognize Agency issued franchises, permits, ordinances, or other similar accommodation agreements issued by Agency as instruments that convey a compensable, real property interest to a utility. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the Work within the Agency's jurisdiction at any time if the terms of this section are not satisfied.

7. General Provisions

7.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

7.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

7.4 Termination:

This Agreement may be terminated, without penalty or further liability in the event of the following:

7.4.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating

for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

7.4.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

7.4.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

7.4.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

7.4.5 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

7.4.6 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.

7.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

7.7 Indemnification: To the extent allowable in law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

7.8 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

7.9 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

- 7.10 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in _____, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 7.11 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 7.12 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.
- 7.13 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

8. Counterparts And Electronic Signature

- 8.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Party is relying on its electronic or "PDF" signature..

In Witness Whereof, the Parties hereto have executed this Agreement as of the date signed last below.

Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

2023 Omak Street Striping

Yellow 2,720 feet
Orange 10,355 feet
Blue 10,940 feet
Green 2,025 feet

updated 4/20/2023

Legend

- Center and Fog
- Center skip
- Solid Double Yellow
- Turn and Fog

