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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, August 5, 2024 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA**

1. Approval of Minutes from July 15, 2024
2. Approval of 2024 Claims

**F. NEW BUSINESS**

1. Ord. 1944 – 2<sup>ND</sup> Read – Amending 2024 Budget – Various Funds



**G. NEW BUSINESS**

1. Park Use Request from Nancy Joe – Fundraiser in Triangle Park
2. Res. 56-2024 – Approve Contract for Engineering Services
3. Res. 57-2024 – Approve Right of Entry Agreement



**H. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



**Action by City Council**

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

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## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel

Date: July 15, 2024 (1<sup>st</sup> Read)  
August, 5 2024(2<sup>nd</sup> Read)

Subject: Ordinance 1944 Amending Budget- Various Funds

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The Attached **Ordinance 1944 - Amending the City of Omak 2024 Budget, Appropriating Additional Expenditures and Recognizing Additional Revenues in Various Funds**, is forwarded for your consideration.

The Ordinance recognizes additional revenue and expenditures for projects that have become available through new grant opportunities or for commitments to 2023 “carry-over projects”

- **Current Expense-** recognizes new Public Safety tax, SRO position, two Police Department grants, and a reduction in funding for the lease vs. purchase of the Team-O.N.E. facility.
- **Hotel/Motel-** appropriates an additional expenditure for the Stampede hosting event recommend by the H/M committee.
- **301 Capital Improvement-** appropriates the remainder of the funding for the Pool Study that was not expended in previous budgets.
- **Water Fund-** increase for the Hospital service line extension project, carry over funding/revenue for the Airport Reservoir project.
- **Airport-** carry over funding/revenues for ALP and design projects that was not expended in previous projects.

I approve of this Ordinance and recommend its adoption.

**ORDINANCE NO. 1944**

**AN ORDINANCE AMENDING THE CITY OF OMAK 2024 BUDGET,  
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING  
ADDITIONAL REVENUES IN VARIOUS FUNDS**

**WHEREAS**, the City of Omak adopted the 2024 Budget by passage of Ordinance No. 1931 on December 4, 2023; and

**WHEREAS**, at the time of the adoption of the 2024 budget, funding needs for various grant applications, public works projects, inter-agency agreements, and the passage of a Public Safety tax were not known; and

**WHEREAS**, it now prudent to recognize the additional revenues and appropriate the additional expenditures associated for these project and programs; and

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

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

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

Section 1. Ordinance No. 1931 adopting the 2024 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Ordinance No. 1944

July 15, 2024

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Filed with City Clerk: \_\_\_\_\_

Passed by City Council: 1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the City Council of the City of Omak passed Ordinance No. 1944.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2024

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

**Attachment A**  
**Ordinance 1944**  
**Monday, July 15, 2024**

Description	Budget	Increase/Decrease	Revised Budget
<b>001 CURRENT EXPENSE</b>			
Public Safety Tax 001-313-15-00-00	\$ -	\$ 105,000.00	\$ 105,000.00
School Resource Officer 001-342-10-05-00	\$ 160,000.00	\$ (120,000.00)	\$ 40,000.00
Stop Grant-DOJ-Commerce 001-333-16-40-00	\$ -	\$ 18,170.00	\$ 18,170.00
Commerce LETECH-OFSVP 001-334-04-20-03		\$ 22,025.00	\$ 22,025.00
<b>Revenue Total</b>	<b>\$ 5,644,880.31</b>	<b>\$ 25,195.00</b>	<b>\$ 5,670,075.31</b>
Ending Fund			
<b>001-508~</b>	<b>\$ 1,650,991.43</b>	<b>\$ 259,845.00</b>	<b>\$ 1,910,836.43</b>
001-508-91-00-00	\$ 1,574,134.99	\$ 259,845.00	\$ 1,833,979.99
Small Tools and Equipment 001-521-20-35-00	\$ 48,540.00	\$ 41,900.00	\$ 90,440.00
Travel and Training 001-521-20-43-00	\$ 24,675.00	\$ 8,450.00	\$ 33,125.00
Building Lease 001-591-21-70-10	\$ -	\$ -	\$ 22,000.00
Land Acquisition (Team One) 001-594-21-62-00	\$ 300,000.00	\$ (285,000.00)	\$ 15,000.00
<b>Expenditure Total</b>	<b>\$ 7,377,649.76</b>	<b>\$ (234,650.00)</b>	<b>\$ 7,142,999.76</b>
<b>Total Fund</b>	<b>\$ 9,028,641.19</b>	<b>\$ 25,195.00</b>	<b>\$ 9,053,836.19</b>
<b>Current Expense Fund</b>			
This amendment recognizes the addition of \$25,195.00 in revenue, a reduction in expenditures of \$234,650.00, and increases ending fund balance by \$259,845.00.			

<b>Description</b>	<b>Budget</b>	<b>Increase/Decrease</b>	<b>Revised Budget</b>
<b><u>105 Motel/Hotel Tax</u></b>			
<b>Ending Fund</b>			
<b>105-508-31-00-00</b>	\$ 86,236.28	\$ (6,500.00)	\$ 79,736.28
Other Promotional			
105-557-30-44-01	\$ 2,500.00	\$ 6,500.00	\$ 9,000.00
<b>Expenditure Total</b>	\$ 382,000.00	\$ 6,500.00	\$ 388,500.00
<b>Total Fund</b>	\$ 468,236.28	\$ -	\$ 468,236.28
<b><u>Motel/Hotel</u></b>			
This amendment appropriates an additional \$6,500.00 in expenditure an reduces Ending Fund Balance by a like amount.			

<b>Description</b>	<b>Budget</b>	<b>Increase/Decrease</b>	<b>Revised Budget</b>
<b><u>301 Capital Improvement</u></b>			
<b>Ending Fund Balance</b>			
<b>301-508-31-00-00</b>	\$ 455,241.62	\$ (5,500.00)	\$ 449,741.62
Pool Feasibility			
301-559-30-40-10	\$ -	\$ 5,500.00	\$ 5,500.00
<b>Expenditure Total</b>	\$ -	\$ 5,500.00	\$ 5,500.00
<b>Total Fund</b>	\$ 455,241.62	\$ -	\$ 455,241.62
<b><u>Capital Fund</u></b>			
This amendment appropriates an additional \$5,500.00 in expenditure an reduces Ending Fund Balance by a like amount.			

<b>Description</b>	<b>Budget</b>	<b>Increase/Decrease</b>	<b>Revised Budget</b>
<b>401 Water Fund</b>			
<b>Beginning Fund</b>			
<b>401-308-51-00-00</b>	<b>\$ 1,897,014.39</b>	<b>\$ (274,972.50)</b>	<b>\$ 1,622,041.89</b>
Airport Water Res-DNR Grant			
401-334-04-20-10	\$ -	\$ 525,000.00	\$ 525,000.00
<b>Revenue Total</b>	<b>\$ 3,543,646.00</b>	<b>\$ 525,000.00</b>	<b>\$ 4,068,646.00</b>
<b>Ending Fund Balance</b>			
<b>401-508-51-00-00</b>	<b>\$ 376,632.88</b>	<b>\$ (139,972.50)</b>	<b>\$ 236,660.38</b>
Airport Water Inf.			
401-594-34-64-56	\$ -	\$ 325,000.00	\$ 325,000.00
Service Line Mid Valley Hosp			
401-594-34-64-61	\$ 195,000.00	\$ 65,000.00	\$ 260,000.00
<b>Expenditure Total</b>	<b>\$ 5,064,027.51</b>	<b>\$ 390,000.00</b>	<b>\$ 5,454,027.51</b>
<b>Total Fund</b>	<b>\$ 5,440,660.39</b>	<b>\$ 250,027.50</b>	<b>\$ 5,690,687.89</b>
<b><u>Water Fund</u></b>			
<b>This Amendment recognizes a reduction in actual Beginning Fund Balance of \$274,972.50, an increase in revenue of \$525,000.00, appropriates \$390,000.00 in expenditure, and reduces Ending Fund Balance by \$139,972.50.</b>			

<b>Description</b>	<b>Budget</b>	<b>Increase/Decrease</b>	<b>Revised Budget</b>
<b>406 Airport Fund</b>			
<b>Beginning Fund</b>			
<b>406-308-51-00-00</b>	<b>\$ 294,426.92</b>	<b>\$ 24,719.54</b>	<b>\$ 319,146.46</b>
FAA Grant ALP			
406-331-20-10-25	\$ -	\$ 31,100.00	\$ 31,100.00
FAA Grant Taxi Design			
406-331-20-10-26	\$ -	\$ 13,500.00	\$ 13,500.00
<b>Revenue Total</b>	<b>\$ 1,952,160.00</b>	<b>\$ 44,600.00</b>	<b>\$ 1,996,760.00</b>
<b>Ending Fund</b>			
<b>406-508-51-00-00</b>	<b>\$ 51,380.60</b>	<b>\$ 18,594.28</b>	<b>\$ 69,974.88</b>
Airport Taxiway Design			
406-594-46-63-01	\$ -	\$ 22,000.00	\$ 22,000.00
Airport Layout Plan			
406-594-46-63-09	\$ -	\$ 28,725.26	\$ 28,725.26
<b>Expenditure Total</b>	<b>\$ 2,195,206.32</b>	<b>\$ 50,725.26</b>	<b>\$ 2,245,931.58</b>
<b>Total Fund</b>	<b>\$ 2,246,586.92</b>	<b>\$ 69,319.54</b>	<b>\$ 2,315,906.46</b>

**Airport Fund**

**This amendment recognizes an increase in actual Beginning Fund Balance of \$24,719.54, additional revenues of \$44,600.00, and appropriates \$50,725.26 in expenditure. Ending Fund Balance is increased by \$18,594.28.**



# Eastside Park

Triangle Park

Requesters Name

Nancy Joe

Company Name (if applicable)

Requesters Email

[REDACTED]

Requesters Phone

[REDACTED]

Event Information:

Event Name

Fundraiser for Doc Walker and hay drive

Approx Number of people Attending

100

Date Requested

September 28 2024

Time of Event

Start:

9am

End:

5pm

Special Accommodations:

Will you be selling any items: Yes/No

Yes

If you are wanting to sell any items you must first have approval from City Council and a valid Peddlers Permit. This process can take some time to complete and must started a minimum of 30 day prior to the event.

Will there be amplified Sound at your event? Yes/No

No

Amplified Sound meaning bullhorns, bands, large speaker systems, or the like. It does not include small sound systems such as personal bluetooth speakers to listen to music that would not be disturbing to others

in the park. The City of Omak does enforce a noise ordinance. City Ordinances can be found on our home page under the "Omak Municipal Code" tab.

Will you be inviting the public: Yes/No

Yes

Inviting the public means to have an open invitation for anyone to attend. This does NOT include private events such as a family reunion, friends gathering for a BBQ, Employee picnic (when families aren't invited), birthday parties, ect.

Bouncy House Use in City Parks:

Bouncy houses of any kind are NOT allowed within Omak City Parks and you will not have one at your event.

Requests or Concerns:

Did you purchase tables on CampLife? Yes/No

No

Additional Requests or Concerns:

#### HOLD HARMLESS AGREEMENT

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement. By signing and dating below you are agreeing to these terms.

Signature: nancy Joe  
nancy Joe

Date: 07/18/2024 1:52 PM

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: August 5, 2024

Subject: **Resolution No. 56-2024** South Taxiway Design Services J-U-B  
Engineers, Inc.

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The attached Resolution No. 56-2024, A Resolution of the City Council of Omak Approving Task Order No. 45-24-027 to the Contract for engineering services with J-U-B Engineers, Inc. for South Taxiway Design Services, is forwarded for your consideration.

This is a project that has been identified in the Capital Improvement Plan and is funded through Okanogan County .09 Funding

I support this Resolution and recommend its approval.

**RESOLUTION NO. 56-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER NO. 45-24-027 TO THE CONTRACT FOR ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC. FOR SOUTH TAXIWAY DESIGN SERVICES**

**WHEREAS**, the City of Omak engaged the firm of J-U-B Engineers, Inc. to provide professional engineering services for the Omak Airport in 2021 by adoption of Resolution No. 46-2021 on September 28, 2021; and

**WHEREAS**, the engineering services of J-U-B Engineers, Inc. were sought to provide engineering services for the reconstruction design of the south taxiway at the Omak Municipal Airport; and

**WHEREAS**, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$139,570.00 as shown on the attached Schedules Exhibit "A" and "B".

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that Task Order No. 45-24-027 to Contract for Engineering Services with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the mayor is authorized to execute that document on behalf of the City.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 45-24-027
J-U-B Project Manager: SLS

This Agreement entered into and effective this \_\_\_ day of July 2024, between City of Omak, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: have taxilanes for GA aircraft and hangar development design services provided hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name: Todd McDaniel, Work telephone: 509-826-1170
Address: PO Box 72, Home/cell phone:
2 North Ash St., FAX telephone:
Omak, WA 98841, E-mail address: admin@omakcity.com

For J-U-B:

1. Name: Spencer Stephens, Work telephone: 509-458-3727
Address: 999 W. Riverside Ave., Cell phone:
Suite 304, FAX telephone:
Spokane, WA 99201, E-mail address: sstephens@jub.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B (“Services”)**

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title:     **Omak Airport/Taxilane Design**    

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
**City of Omak**

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NAME  
**PO Box 72**

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STREET  
**Omak, WA 98841**

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CITY / STATE / ZIP CODE

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BY (Signature)  
**Cindy Gagne, Mayor**

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NAME / TITLE

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BY (Signature)

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ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**999 W. Riverside Ave. Suite 700**

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STREET  
**Spokane, WA 99201-1005**

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CITY / STATE / ZIP CODE

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BY (Signature)  


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**Toby Epler, P.E., Aviation Services Group Manager**

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NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

**Attachment 1** – Scope of Services, Schedule, and Basis of Fee

**Attachment 2** – Special Provisions

**Standard Exhibit A** – Construction Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

# J-U-B ENGINEERS, Inc.

## TERMS AND CONDITIONS

### GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

### REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

### OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

### TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.





**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1A – Detailed Scope of Work**

**PROJECT NAME:** Taxilane Design  
**AIRPORT NAME:** Omak Municipal Airport  
**CLIENT:** City of Omak  
**A.I.P. NUMBER:** N/A  
**J-U-B PROJECT NUMBER:** 45-24-027  
**CLIENT PROJECT NUMBER:** N/A

ATTACHMENT TO:

- AGREEMENT DATED: XXXXX; or**  
 **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

This project includes Project Formulation, Design, Bidding and Project Closeout Engineering Services for the following Items:

- Taxilanes for GA Aircraft and Hangar Development southeast of Runway 35 end (approximately 1,500 feet of 35-foot wide ADG-II taxilanes, and approximately 800 feet of 25-foot wide ADG-I taxilanes).
- Grade the Taxilane Safety and Object Free Areas to meet FAA Standards.
- Analyze existing hangar alternatives, including demolition of existing hangar(s).
- Install utility sleeves as needed to avoid future pavement cuts to the paved Taxilane.

Note, no FAA funding will be used for project design. Future construction is anticipated to be completed using FAA funding sources.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 001: Project Formulation Phase**

1. Conduct a Pre-Design meeting with CLIENT and FAA at the Airport. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.

4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
5. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
  - a. Redevelop sponsor's DBE Program Plan in accordance with the Disadvantaged Business Enterprise (DBE) and Airport Concession DBE (ACDBE) Programs Final Rule dated April 9, 2024 and submit to FAA Civil Rights for review and approval.
6. Attend six (6) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.

**B. Task 002: Preliminary Design Phase**

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is immediately southeast of the Runway 35 end. The survey area shall include an area measuring approximately 600-ft by 1,200-ft. The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield and grass surfaces within this area shall be surveyed on a 100-ft by 100-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas are approximately 440,600 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer eight (8) test pits, and two infiltration tests with associated deliverables.

Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. A sieve analysis shall be performed on both the base course and subbase for each core/bore location. Ground water depth shall be recorded if encountered. Three

California Bearing Ratio (CBR) test shall be performed the bore log samples at a depth of 24-inches which is the anticipated depth of subgrade.

The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work.

The geotechnical firm shall submit 3 copies of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Analyze the geotechnical testing data to determine the most cost-effective form of construction. Analyze the performance and stability of existing asphalt section.
5. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6G. This will include calculating and reporting the Airport Pavement Strength- PCR.
6. Perform analysis of existing geometric layout of Taxiway/Runway fillets and radii to determine compliance with current FAA AC requirements. Present findings to CLIENT and FAA for review and comments.
7. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
8. Address subsurface drainage requirements for the runway and determine appropriate methods for compliance with the FAA Northwest Mountain Region policy on subsurface pavement drainage and edge underdrains.
9. Perform analysis of Taxiway Shoulders, Safety Area and Object Free Area grading to determine compliance with current FAA AC 150/5300-13A requirements.
10. Determine the operational and phasing effects of closing a portion of the adjacent taxiway during construction. Closing a portion of the taxiway will impact the airport users and transient aircraft during the construction period.
11. Contact FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). Prepare a letter request for an environmental determination. The letter will include a detailed project description and an exhibit demonstrating the project disturbance area. Environmental work beyond that described will be considered additional work and may require a contract modification.
12. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
13. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT. It is anticipated that the project design will require thirty-two (32) plan sheets including:

- Sheet 1 – Cover
- Sheet 2 – Construction Layout Plan
- Sheet 3 – Operation & Safety Plan
- Sheet 4 – Demolition Plan
- Sheet 5 – Grading & Drainage Plan
- Sheet 6 – Plan & Profile Taxilane 1
- Sheet 7 – Plan & Profile Taxilane 2
- Sheet 8 – Plan & Profile Taxilane 3
- Sheet 9 – Plan & Profile Taxilane 4
- Sheet 10 – Plan & Profile Taxilane 5

Sheet 11 – Pavement Marking Plan  
Sheet 12 – Pavement Marking Details  
Sheet 13 – Typical Sections  
Sheet 14 – Civil Details

14. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 “Standards for Specifying Construction on Airports” including the current Regional Notice published by the FAA Airports Districts Office.
15. Prepare a preliminary Engineer’s Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
16. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
17. Prepare the preliminary Engineer’s Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
18. Conduct in-house quality control/quality assurance review of preliminary design documents.
19. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
20. Prepare and submit two (2) FAA Form 7460 reports to airspace the project construction equipment and permanent construction features.
21. Submit preliminary documents to CLIENT (2 copies) for approval.

**C. Task 003: Final Design Phase**

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, and CLIENT Reviews.
2. Finalize Design Plans based on Peer, and CLIENT Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer’s Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer’s Design Report based on Peer, and CLIENT Reviews.
6. Submit final documents to CLIENT (2 copies) for approval.

**PART 3 - ASSUMPTIONS AND EXCEPTIONS**

- No SMS plan is required on this project during the design or other portions of the project.
- No initial or as built AGIS survey is required for this project.

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	Omak Municipal Airport South Taxilanes	
<b>CLIENT:</b>	City of Omak	
<b>JOB NUMBER:</b>	45-24-027	
<b>DATE:</b>	July 22, 2024	J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal	Senior	Project	Design	CAD	Environ.	Profess.	2-Person	Admin.	Trips	TOTAL	TASK
		\$283.50	\$263.55	\$215.25	\$143.85	\$156.45	\$216.30	Land Surveyor	Crew	\$87.15		HRS	DIRECT COSTS
<b>001. Project Formulation Phase</b>													
1	Conduct Pre-Design Meeting	0	0	2	2	0	0	0	0	0	0	4	\$718.20
2	Project Scope Development & Formulation	2	2	12	2	0	0	0	0	2		20	\$4,139.10
3	Prepare Cost Proposal	1	0	6	0	0	0	0	0	2		9	\$1,749.30
4	Prepare Professional Service Agreement	1	1	4	0	0	0	0	0	4		10	\$1,756.65
5	DBE Plan Development	0	0	2	16	0	0	0	0	0		18	\$2,732.10
6	Attend Advisory Board Meetings	0	0	16	8	0	0	0	0	0		24	\$4,594.80
<b>002. Preliminary Design Phase</b>													
1	Perform Site Walk Through	0	0	7	7	0	0	0	0	0	1	14	\$2,513.70
2	Perform Field Survey	0	0	0	5	0	0	4	20	0		29	\$6,922.65
3	Coordinate with Geotechnical Sub	0	0	2	5	0	0	0	0	0	1	7	\$1,149.75
4	Analyze Geotechnical Data	0	1	1	5	0	0	0	0	0		7	\$1,198.05
5	Evaluate Critical Aircraft for Design	0	1	1	8	0	0	0	0	0		10	\$1,629.60
6	Analysis of Geometric Layout	0	4	10	20	20	0	0	0	0		54	\$9,212.70
7	Stormwater Information Review and Design	0	0	4	16	0	0	0	0	0		20	\$3,162.60
8	Subsurface Drainage Evaluation	0	0	2	4	0	0	0	0	0		6	\$1,005.90
9	Analysis of Safety and Object Free Areas	0	0	1	4	8	0	0	0	0		13	\$2,042.25
10	Evaluation of Operations/Phasing	0	0	2	2	4	0	0	0	0		8	\$1,344.00
11	Prepare Environmental Documentation	1	0	4	8	0	36	0	0	6	1	55	\$10,605.00
12	Assemble Base Map	0	0	1	4	8	0	0	0	0		13	\$2,042.25
13	Prepare 75% Preliminary Plans	0	0	16	30	80	0	0	0	0		126	\$20,275.50
14	Prepare 75% Preliminary Contract Docs & Specs	0	0	16	40	0	0	0	0	0		56	\$9,198.00
15	Prepare Opinion of Probable Cost	0	1	1	8	0	0	0	0	0		10	\$1,629.60
16	Prepare CSPP	0	0	2	16	8	0	0	0	0		26	\$3,983.70
17	Prepare Engineer's Design Report	0	1	2	20	0	0	0	0	2		25	\$3,745.35
18	Conduct In-House QC Review	2	4	0	0	0	0	0	0	0		6	\$1,621.20
19	Hold Preliminary Design Review Meeting	0	0	6	6	0	0	0	0	0	1	12	\$2,154.60
20	Prepare 7460	0	0	2	8	0	0	0	0	0		10	\$1,581.30
21	Submit Preliminary Documents	0	0	0	1	0	0	0	0	1		2	\$231.00

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	Omak Municipal Airport South Taxilanes		
<b>CLIENT:</b>	City of Omak		
<b>JOB NUMBER:</b>	45-24-027		
<b>DATE:</b>	July 22, 2024		J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal \$283.50	Senior Engineer \$263.55	Project Manager \$215.25	Design Engineer \$143.85	CAD Designer \$156.45	Environ. Specialist \$216.30	Profess. Land Surveyor \$217.35	2-Person Survey Crew \$266.70	Admin. \$87.15	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>003. Final Design Phase</b>													
1	Finalize Contract Docs & Specs	0	2	6	10	0	0	0	0	6		24	\$3,780.00
2	Finalize Construction Plans	0	0	2	6	10	0	0	0	0		18	\$2,858.10
3	Finalize CSPP	0	1	2	4	4	0	0	0	0		11	\$1,895.25
4	Complete Final Quantity Calculations	0	0	1	6	0	0	0	0	0		7	\$1,078.35
5	Finalize Design Report	0	0	1	2	0	0	0	0	1		4	\$590.10
5	Submit Final Documents to FAA & Owner	0	0	1	0	0	0	0	0	1		2	\$302.40
Sub -Total Design		7	18	135	273	142	36	4	20	25	4	660	\$113,443.05

<b>LABOR:</b>	Labor + Direct Overhead Subtotal + Fixed Fee	7	18	135	273	142	36	4	20	25	4	660	\$113,443.05
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EXPENSES:	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup	
Air Travel	\$600.00	0					1.0	\$0.00
Mileage	\$0.670		4			300	1.0	\$804.00
Per Diem	\$55.00			0			1.0	\$0.00
Lodging	\$150.00			0			1.0	\$0.00
GPS Survey Unit	\$46.50					0	1.0	\$0.00
Printing	\$200.00						1.0	\$200.00

<b>SUBCONSULTANTS:</b>	1 Geotechnical					\$15,122	1.0	\$15,121.70
	2 Cultural					\$10,000	1.0	\$10,000.00
	3					\$0	1.0	\$0.00
	Subtotal - Labor + Overhead + Fixed Fee							\$113,443.05
	Subtotal - Expenses							\$1,004.00
	Subtotal - Subconsultants							\$25,121.70
	<b>Total - Project Design Fees</b>							<b>\$139,570.00</b>

## MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Wayne Beetchenow, Public Works Director

Date: August 5, 2024

Subject: **Resolution No. 57-2024** Right of entry agreement with Spectrum

---

The attached Resolution No. 57-2024, A Resolution of the City Council of Omak Approving a right of entry agreement with spectrum to install fiber to the Airport Terminal building for the FAA.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 57-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A RIGHT OF ENTRY AGREEMENT WITH SPECTRUM**

**WHEREAS**, the City of Omak owns and operates the Omak Municipal Airport; and

**WHEREAS**, the FAA uses a room within the terminal building for communications equipment; and

**WHEREAS**, the FAA has requested Spectrum to install fiber to the terminal building; and

**WHEREAS**, Spectrum requires that a Right of Way Entry agreement is executed between Spectrum Communications and the legal property owner to assure installations permissions and responsibilities are known.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that a right of entry agreement with Spectrum., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized to execute that document on behalf of the City.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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





## COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (“Agreement”) is by and between **City of Omak**, (“Owner”), with a mailing address of 102 Omak Airport Rd Omak, WA 98841, and owning real estate located at **102 Omak Airport Rd Omak, WA, 98841** (“Premises”), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, “Charter”), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below (“Effective Date”). Charter and Owner may individually be referred to as a “Party” or collectively as the “Parties”.

### 1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) (“Buildings”) for the installation, maintenance, and removal of any equipment, facilities and other communications accessories (collectively, “Equipment”) to provide any of Charter’s services (“Services”) to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter’s use (collectively “Conduit”).
- b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
- d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.

**2. OWNER REPRESENTATIONS.** Owner affirms that it is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter’s right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter’s Equipment for any purpose without Charter’s prior written consent.

**3. PUBLIC UTILITIES.** Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter’s installation activities.

**4. PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter’s installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively, “Impacted Private Lines”), then both Parties (provided that Owner has knowledge of the location of Impacted Private Lines) shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines (“Joint Effort”). In order to facilitate the Joint Effort, Owner’s authorized representative information is provided below. (Please print clearly)

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

Address and/or email: \_\_\_\_\_

Phone: \_\_\_\_\_

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and mark all Impacted Private Lines to the extent required by Charter. Once the Impacted Private Lines have been located and marked, if Charter damages any Impacted Private Lines in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter’s Equipment installation activities, then Charter shall promptly repair such damage(s) to Owner’s reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter’s initial installation of Equipment.

**5. TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the “Term”). Should any customer on the Premises request Services during such 6-



month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.

- 6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
- 7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 8. **INDEMNIFICATION.** Charter agrees to indemnify, defend and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
- 9. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
- 10. **JURY TRIAL WAIVER.** UNLESS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- 11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
- 12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 13. **NO WAIVER.** To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
- 14. **AUTHORIZED SIGNATORY.** If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.
- 15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

This Agreement shall be governed by the laws of the State where the Premises is located.

**CHARTER COMMUNICATIONS OPERATING, LLC**

By: Charter Communications, Inc., its Manager

**OWNER OR ITS AUTHORIZED AGENT:**

**City of Omak**

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

Printed Name: Ana Diaz \_\_\_\_\_

Title: Director, Enterprise Service Delivery \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

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