# AGENDA OMAK CITY COUNCIL MEETING Zoom Meeting

Monday, March 1, 2021 - 7:00 PM

- A. CALL TO ORDER
- B. GREETING
- C. <u>CITIZEN COMMENTS</u>
- D. CORRESPONDENCE AND MAYOR'S REPORT
  - 1. Oath of Office Dan Christensen
- E. CONSENT AGENDA:
  - 1. Approval of minutes from February 16, 2021
  - 2. Approval of Claims & February 2021 Payroll
- F. **NEW BUSINESS:** 
  - 1. Res. 16-2021 Approving Sole Source Purchase Firefighting Clothing LN Curtis & Sons
  - 2. Res. 17-2021 Approve Purchase of Pool Sump Pump from PumpTech



- G. OTHER BUSINESS:
  - 1. Council Committee Reports
  - 2. Staff Reports



## The City of Omak is inviting you to a scheduled Zoom meeting March 1st, 2021 @ 7:00pm

Join Zoom Meeting

https://uso2web.zoom.us/j/87991785449?pwd=MTZjbVNTRzVXb2MvK1hsM2pNbHVZUTo9

Meeting ID: 879 9178 5449

Passcode: 902808 One tap mobile

+12532158782,,87991785449#,,,,\*902808# US (Tacoma)

+16699006833,,87991785449#,,,,\*902808# US (San Jose)

#### Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 879 9178 5449

Passcode: 902808

Find your local number: https://uso2web.zoom.us/u/kOLBFpmb8

#### **MEMORANDUM**

TO:

**Omak City Council** 

Cindy Gagne, Mayor

FROM:

Kevin Bowling, Omak Fire Chief

DATE:

March 1, 2021

Subject: Resolution No. 16-2021 Approving the sole source purchase of 5 sets of

firefighting clothing from LN Curtis & Sons.

Replacement of 5 sets of firefighting clothing is included in the 2021 budget. The department is currently using clothing manufactured by Globe. LN Curtis & Sons headquartered in Oakland California is the exclusive authorized distributor for all Globe products in the State of Washington. It is a benefit to the department to maintain uniformity of our clothing and we wish to continue using Globe products.

I support this resolution and recommend council approval.

Kevin Bowling Omak Fire Chief

#### **RESOLUTION NO. 16-2021**

## A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A SOLE SOURCE PURCHASE FOR GLOBE FIREFIGHTING CLOTHING FROM LN CURTIS & SONS

WHEREAS, the Omak Fire Department needs to update firefighting clothing; and

**WHEREAS,** the City's 2021 Budget provides for the expenditure of five sets of firefighting clothing; and

**WHEREAS,** to stay consistent with the existing clothing, it is the desire to purchase from Globe products; and

WHEREAS, LN Curtis & Sons, headquartered in Oakland California is the exclusive authorized distributor for all Globe products in the State of Washington.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, do hereby approve the purchase of five sets of firefighting clothing from LN Curtis & Sons, a copy of the quote attached hereto as Exhibit "A" in the amount of \$12,227.52 is hereby approved.

of, 2021.	INTRODUCED AND APPROVED by the City Council of Omak this, 2021.		
	APPROVED:		
	Cindy Gagné, Mayor		
ATTEST:	APPROVED AS TO FORM:		
Connie Thomas, City Clerk	Michael D. Howe, City Attorney		



### **EXHIBIT A**

February 16, 2021

To Whom It May Concern:

This letter is to confirm that LN Curtis & Sons, headquartered in Oakland, California, is our exclusive authorized distributor for **all Globe products** in the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming for Globe Manufacturing Company, LLC.

GLOBE MANUFACTURING COMPANY is a 130-year old family owned and operated business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits, Cairns Protective Clothing, Globe EMS, LLC and Globe FootGear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

LN Curtis & Sons and Globe Manufacturing Company, LLC have been strong partners for many years. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely, GLOBE MANUFACTURING COMPANY, LLC

#### Mark Dolim

Mark Dolim National Sales Manager

MD/nms

Ph: 206-622-2875 TF: 800-426-6633 Fax: 253-236-2997 nwsales@Incurtis.com DUNS#: 00-922-4163



Northwest Division 6507 South 208th Street Kent, WA. 98032 www.LNCurtis.com Quotation No. 163898

### Quotation

**CUSTOMER:** 

Omak City Fire Department PO Box 72

Omak WA 98841

SHIP TO:

Omak City Fire Department 16 Ash St N

Omak WA 98841

QUOTATION NO.

163898

ISSUED DATE

08/25/2020

**EXPIRATION DATE** 

02/26/2021

SALESPERSON

CUSTOMER SERVICE REP

Adam Sitton asitton@Incurtis.com 509-531-4944

Heather Dodge hdodge@Incurtis.com 206-596-7910

REQUISITION NO.

REQUESTING PARTY

CUSTOMER NO.

TERMS

OFFER CLASS

Chief Kevin Bowling

C32995

Net 30

FR

F.O.B.

SHIP VIA

DELIVERY REQ. BY

DEST

Standard Shipping

#### **NOTES & DISCLAIMERS**

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

THANK YOU FOR THIS OPPORTUNITY TO PROVIDE GRANT BUDGET PRICING. PLEASE CONTACT OUR OFFICE FOR FIRM PRICING AT TIME OF ORDER.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	AS FOLLOWS:  12774-G  Turnout coat per custom specs for Omak Fire	\$1,301.00	\$6,505.00
2	5	EA	GPS-REGULAR GLOBE CUSTOM	REGULAR STYLE , PANT SYSTEM PANTS, AS FOLLOWS;	\$955.00	\$4,775.00
				F2774-G Turnout pant per custom specs for Omak Fire		

DUNS NUMBER: 009224163

SIC CODE: 5099

FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 02/26/2021. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Page 1 of 2

Ph: 206-622-2875 TF: 800-426-6633 Fax: 253-236-2997 nwsales@lncurtis.com DUNS#: 00-922-4163



Northwest Division 6507 South 208th Street Kent, WA. 98032 www.LNCurtis.com Quotation No. 163898

Subtotal

\$11,280.00

**Tax Total** 

\$947.52

**Transportation** 

\$0.00

Total

\$12,227.52

**View Terms of Sale and Return Policy** 

#### **MEMORANDUM**

To:

**Omak City Council** 

Cindy Gagné, Mayor

From:

Ken Mears

**Public Works Director** 

Date:

March 1st,2021

Subject:

Resolution No. 17-2021 Approving the purchase of a Pool Sump Pump.

The attached Resolution: <u>17 -2021</u>, <u>A RESOLUTION OF THE OMAK CITY COUNCIL</u> <u>APPROVING THE PURCHASE OF POOL SUMP PUMP</u>, is forwarded for your consideration.

The filter sump pump at the swimming pool has failed and requires replacement.

PumpTech Inc. has submitted the lowest quote for the replacement with a total of \$5,682.33

I support this Resolution and recommend its approval.

#### **RESOLUTION NO. <u>17-2021</u>**

## A Resolution of the Omak City Council Approving the Purchase of a Sump Pump for the Omak Municipal Pool

**WHEREAS,** The Sump Pump at the Pool failed in 2020 and needs to be replaced; and

**WHEREAS**, this purchase exceeds five thousand dollars, requiring Omak City Council Approval for purchase; and

WHEREAS, three quotes were requested from PumpTech Inc, Omak Machine Shop, and R.C. Worst CO., attached are the two quotes that were received as Exhibit "A"; and

WHEREAS, PumpTech Inc provided the lowest priced quote for the identified equipment.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, do hereby approve the purchase of the Sump Pump from PumpTech Inc, in the amount of \$5,682.33

PASSED AND APPROVED the	is, 2021.
	SIGNED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael D. Howe, City Attorney



### EXHIBIT A

PumpTech Inc. 209 S Hamilton Rd

Moses Lake, WA 98837 Phone: 509-766-6330

Fax: 509-766-6331 nstark@pumptechnw.com

### **Sales Quotation**

**Customer#:** 0110600

TO:

Wayne Beetchenow Omak, City of PO Box 72 Omak, WA 98841

Fax: 509-826-6531

Salesperson: Nathan Stark / Jason Haughton

Quote #:

0157572

Page: 1

Lead Time: See Below

Date:

1/22/2021

FOB: FOB ORIGIN - PPA

Expires:

2/21/2021

Ship Via: BEST WAY

Project Name: Hydromatic S100M4-6 replacement pump

Item		Price	Qty	Extend
S100M4-6	The Hydromatic S100M4-6 is an obsolete pump and is no longer produced.  The closest replacement would be the Hydromatic S3H	0.00	1.00	0.00
527740287	 Hydromatic S3H100M4-4 1Hp 460V 3ph 1750Rpm Submersible	5,242.00	1.00	5,242.00
	•			
The Product listed is	selected based on information supplied by the Buyer. The			
	oly: le or 100% cancellation fee			
*No Returns *Does not includes specified in the quote	de testing or other goods, services, or documentation not			
Freight	FOB: ORIGIN-PRE PAY AND ADD 4-5 Weeks lead-time ARO+Shipping	0.00	1.00	0.00

	order is subject to Pumptech Inc. standard terms and conditions and credit approval which are industry and the standard terms and conditions and credit approval which are industry and if	SubTotal	5,242.00
you have ar By signatu	ny questions on our offerings please do not hesitate to call.  ure below, I accept this offering:	Sales Tax:	440.33
Signed:		Total:	5,682.33
Name:	Title:		



#### STANDARD TERMS AND CONDITIONS

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTECH, INC., comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval and PUMPTECH, INC. (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below), or (iv) receipt by Purchaser of PUMPTECH, INC.'s acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTECH, INC. communicates to PUMPTECH, INC.'s obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically destroined installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTECH, INC. whether or not they would materially alter the Agreement, and PUMPTECH, INC. hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTECH, INC. prior to Quotation and referenced in the Original Pumpter of the Inc. and Inc. The Original Pumpter

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTECH, INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, INC.'s payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTECH, INC. may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTECH, INC.'s "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTECH, INC.'s facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTECH, INC. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTECH, INC. in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTECH, INC. has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTECH, INC., PUMPTECH, INC., at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTECH, INC. of by above, Purchaser shall either (i) agree to continued performance by PUMPTECH, INC. pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall either (l) agree to continued performance by PUMPTECH, INC. both and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTECH, INC. shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTECH, INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTECH, INC. receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTECH, INC.'s sole obligation shall be, at PUMPTECH INC.'s option, either to (i) replair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTECH, INC. shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTECH, INC.'s shop in Bellevue, Washington or to such location as PUMPTECH, INC. may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTECH, INC. in such a state that PUMPTECH, INC. may inspect the item immediately upon PUMPTECH, INC.'s receipt thereof. If found to be defective, PUMPTECH, INC. will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser's expense.

THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTES OF MERCHANTABILITY OR FITNESS FO

<u>LIMITATION OF LIABILITY:</u> PUMPTECH, INC.'s liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS ÁND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTECH, INC. BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTECH, INC. and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTECH, INC.'s services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTECH, INC. and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and etermination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Arbitration and arbitration arbitrati

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.





Hydromatic S3H100M4-4 Submersible Solids Handling Pump 1.0 HP 460V 3PH Manual 35' Cord

Move to List

### \$5,688.00

Quantity:

Add to Cart

Usually ships within 5 weeks

SKU: HTC527740287



HYDROMATIC'

Hydromatic Commercial/Municipal/Industrial Supplier for Idaho, Montana and Wyoming.

Shipping Weight:

195.0 LBS

**Shipping Dimensions** 

Length: 18 In Width: 13 In Height: 30 In

- **Description**
- **Specifications**
- Resources
- Warranty
- Reviews (0)



Hydromatic S3H Submersible Solids Handling Pumps Description

Hydromatic S3H Submersible Solids Handling Pumps is designed to meet the demands of Municipal, Commercial and Industrial Areas.

Hydromatic S3H Typical Application

- Municipal
- Commercial
- Industrial

#### Hydromatic S3H Superior Features

- Oil filled motor efficiently dissipates heat and locks out damaging moisture so you receive reliable pumping service. Easily field serviceable.
- Two epoxy barriers and a compression fitting prevent water contamination of the motor area, assuring long-term reliable operation. Additionally, epoxy encapsulation and stripped leads positively eliminate "wicking" from the cable.
- Heavy-duty upper and lower ball bearings are submerged in oil to provide permanent lubrication and ensure long service life.
- A dual seal system operates in an oil chamber to provide long pump service life. Various seal
  options available.
- The stainless steel shaft eliminates corrosion and fatigue for longer pump life. The minimum shaft overhang decreases deflection and increases bearing and seal life. Tapered shaft allows for easy removal of impeller.
- Hydromatic solids handling pumps are available with a wide range of impellers for different applications. Pump-out vanes on the top shroud prevent the buildup of materials in the seal area and extend the life of the thrust bearing by significantly reducing axial thrust.
- Easily replaceable, true wear ring, with a top pullout design for easy disassemble operation.