
AGENDA
OMAK CITY COUNCIL MEETING
Monday, February 7, 2022 – 7:00 PM



A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS







D. CORRESPONDENCE AND MAYOR'S REPORT

1. Appointment of Public Works Director

E. CONSENT AGENDA:

1. Approval of minutes from January 18, 2022
2. Approval of 2022 Claims and January '22 Payroll

G. NEW BUSINESS:

1. Res. 03-2022 – Approve Service Agr. with Kimley-Horn - Independent Fee Estimate 
2. Res. 04-2022 – Approve Purchase of a Caterpillar Backhoe 
3. Res. 05-2022 – Approve Purchase of a John Deere Gator 
4. Res. 06-2022 – Approve Purchase of two (2) John Deere Lawn Mowers 
5. Res. 07-2022 – Approve the Quote from APSCO, LLC for the Rebuild of a Sewer Pump 
6. Res. 08-2022 – Approve Sole Source Purchase of a UV Panel 

H. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or, accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

**The City of Omak is inviting you to a scheduled Zoom meeting
Monday, February 7th, 2022 @ 7:00pm**

Topic: City Council Meeting

Time: Feb 7, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86909206578?pwd=ckJQd2dTeDRmWEF4SVVmcUovdWN4QT09>

Meeting ID: 869 0920 6578

Passcode: 346228

One tap mobile

+12532158782,,86909206578#,,,,*346228# US (Tacoma)

+13462487799,,86909206578#,,,,*346228# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 869 0920 6578

Passcode: 346228

Find your local number: <https://us02web.zoom.us/u/kd8lsx3bwe>

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: February 7, 2022

Subject: Resolution 03-2022 Professional Service, Kimley-Horn, Airport

The Attached Resolution 03-2022, Approving a Professional Service Agreement with Kimley-Horn for an Independent Fee Estimate.

We are working with J-U-B Engineering on a FAA funded project to update the Airport Layout Plan. FAA requires that an Independent Fee Estimate (IFE) is completed to compare against the anticipated proposal form J-U-B. This will help ensure the fees are reasonable and the complete scope of work is captured.

Ken had a heck of time finding anybody interested in providing this service. Of the six or more firms he reached out to, we only received two responses. Of the two one proposal was rejected for lack of state licensing.

Mick and I have reviewed the agreement and find it satisfactory.

I support this Resolution and urge its Adoption

RESOLUTION NO. 03-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR AN AIRPORT INDEPENDENT FEE ESTIMATE

WHEREAS, the 2007 Omak Municipal Airport Master Plan of 2007 needs an update, and the update project has been approved for funding through the Federal Aviation Administration (FAA), Airport Improvement program, 3-53-0042-011-2022; and

WHEREAS, in accordance with FAA policy an Independent Fee Estimate is required to assure project scope and costs; and

WHEREAS, Public Works received two proposals and Kimley-Horn was selected to provide the needed services.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, the Professional Services Agreement between the City of Omak and Kimley-Horn, a copy of which is attached hereto as exhibit "A", is approved. The Mayor is authorized to execute said agreement.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City



January 21, 2022

Ken Mears
Public Works Director
City of Omak
2 Ash Street North
Omak, WA 98841

Re: Professional Services Agreement to Prepare an Independent Fee Estimate for an ALP Update and Narrative Report for the Omak Municipal Airport (OMK)

Dear Mr. Mears,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Omak ("the Client") for providing an Independent Fee Estimate for an ALP Update and Narrative Report for the Omak Municipal Airport (OMK).

Kimley Horn understands that the Client is retaining a consultant to prepare the ALP Update and Narrative Report for the Omak Municipal Airport. Under the guidance provided in FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, (September 30, 2014) the Client requires an Independent Fee Estimate ("IFE") to properly evaluate the cost of professional services proposed by the City's selected master plan consultant. The IFE is intended to be used to support the Client's Record of Negotiation.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

- *Task 1: Review Scope of Services.* Review, assess and understand the scope of services for the ALP Update and Narrative Report provided to Kimley-Horn by the Client. It is assumed this scope of services provided to Kimley-Horn by the Client is comprehensive of the entirety of services to be performed by the City's selected consultant and includes all details related to how work is to be performed, what methodologies will be employed for technical analyses, number of meetings required, approach to project management, and number and type of deliverables.
- *Task 2: Fee Estimate.* Determine the total budget for the scope of work provided, inclusive of labor hours and expenses. Represent the total budget in an Excel spreadsheet. The spreadsheet and budget will be broken down by primary project tasks, total hours by task, employee classifications and hourly rates, and non-salary expenses. The budget will be prepared using assumed category rates.
- *Task 3: Documentation.* Prepare a brief technical memorandum for the Client's use that documents the IFE and primary assumptions made to determine the total fee. Prepare a summary spreadsheet of the total fee using the guidance provided in FAA AC 150/5100-14E,

Appendix D. A hardcopy of the Excel spreadsheet used to prepare the IFE will be provided in .pdf format.

Information Provided by the Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the complete scope of services proposed by the City's selected consultant to prepare the ALP Update and Narrative Report.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the Client's schedule requirements. Assuming the completeness of the scope of services for the ALP Update and Narrative Report provided by the Client, Kimley-Horn plans to deliver the IFE as documented in Task 3 of the Scope of Services herein within 10 days of receipt.

Fees

Kimley-Horn will perform the services in Tasks 1 through 3 for the lump sum of \$6,500.

Lump sum fees will be invoiced 100% upon delivery and the Client's acceptance of the technical memorandum documenting the IFE (Task 3). Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Omak.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF format. We can also provide a paper copy via regular mail if requested.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Regards,

KIMLEY-HORN AND ASSOCIATES, INC.



By: David Williams, PE
Project Manager

City of Omak

(Date)

(Print or Type Name and Title)

_____, Witness

(Print or Type Name)

Official Seal:

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the

Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)

Attachment 1A – Detailed Scope of Work

PROJECT NAME ALP Update and Narrative Report
AIRPORT NAME: Omak Municipal Airport
CLIENT: City of Omak, Washington
A.I.P. NUMBER: 3-53-0042-011-2022
J-U-B PROJECT NUMBER: 45-21-036
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

- AGREEMENT DATED: _____; or
AUTHORIZATION FOR ADDITIONAL SERVICES #___; 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:

PART 1 - PROJECT UNDERSTANDING

The Omak Municipal Airport last did a complete Master Plan in 2007. In Summer of 2021, Flight Procedures contacted the SPONSOR regarding the airport’s existing approach procedure. The existing procedure is considered a “legacy” procedure, in that it doesn’t meet current criteria for RNAV development. Developing a new procedure would bring it into compliance with current criteria. In order to determine if a new approach procedure is appropriate for the airport, the current ALP will need to be updated. The SPONSOR and FAA have determined that an ALP Update and Narrative Report will provide the required information for an evaluation of this new approach procedure, as well as update the overall ALP for the airport. This is intended to be a basic report per AC 150/5070-6B Section 202.c. This AC states that a full Master Plan update is not necessary if there have not been any major changes in airport activity or improvements, as is the case with the Omak Municipal Airport.

The major issues anticipated to be addressed in this plan include:

- Basic aeronautical forecasts / aviation demand forecasts
Basis for the proposed items of development / assessment of facility requirements
Rationale for unusual design features and/or modifications to FAA Airport Design Standards, as needed

PART 2 - SCOPE OF WORK 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.

Element 1 – Study Initiation

J-U-B is to develop a detailed scope of services, budget, and schedule to be made a part of the project contract fee negotiations. J-U-B will conduct a scoping meeting with the CLIENT. A detailed task-by-task itemization of the project budget and schedule will be provided for review by the FAA and CLIENT. The schedule will be updated regularly.

J-U-B shall assist the Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator with a blank person-hour spreadsheet for Scope of Services. A

teleconference will be held with the IFE firm only if specific clarifications are needed on the proposed project Scope of Services. The CLIENT may be on the phone call and costs must not be discussed.

J-U-B will prepare an agreement for Professional Services for submittal and review to the CLIENT, and FAA, including FAA's *Professional Service Agreement Checklist*. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

Product:

1. *The final scope of work, including level of effort, approach, tasks and deliverables, will be used to obtain an Independent Fee Estimate for the project for use in contract negotiations. A breakdown of project costs for each element and task will be provided along with the final anticipated project schedule.*

Element 2 – Project Management

J-U-B shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the ALP Update and Narrative Report. J-U-B invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period. It is assumed that the project will last 18 months (through project closeout). The following items will be accomplished as part of the Project Management:

- Conduct monthly project team briefings. The briefings will take place via teleconference, and last up to one hour each.
- Conduct three (3) CLIENT/FAA/Sponsor briefings. The briefings will take place via teleconference and last for up to one hour each.
- Conduct two (2) in person meetings to discuss key project issues. Meetings will take place in Omak, WA and be attended by up to two (2) J-U-B staff members.
- Assist CLIENT in preparation of six (6) FAA Quarterly Performance Reports though project closeout and submission of a minimum of two (2) SF 425/271 forms (annually and at closeout).
- Assist the CLIENT in preparation of an FAA Grant Application for Federal Assistance for the project, including schedule, prior to project initiation. Assist the CLIENT in the submittal of FAA Sponsor Certifications, to include Selection of Consultants, Drug-Free Workplace, and Disclosure Regarding Potential Conflicts.
- Assist the CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eighteen (18) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for CLIENT's use in performing the RFR draws including invoices, reimbursing spreadsheets.
- Provide the following services related to Federal Disadvantaged Business Enterprise (DBE) requirements:
 - a. Update current 2021-2023 goal to account for revised Capital Improvement Plan.
 - b. Prepare two (2) DBE annual reports which report project DBE participation to FAA Civil Rights.
- Assist the CLIENT with FAA project/grant closeout pursuant to SOP 10.00 "Administrative Closeout of Airport Improvement Program Grants".

Product:

1. *Monthly invoices and status reports, meeting minutes, grant documentation and report forms.*

Element 3 –Airport Data & Information Portal (ADIP)

Survey, aerial imagery collection and data acquisition will be performed for this project in accordance with AC 150/5300-16A, 17C chg 1, 18B chg 1. Tasks for this element are based on Table 2-1 for the Instrument Procedure Development column from AC 150/5300-18B chg1-consolidated. Notable items of this work are shown in items A-G below.

A. ADIP Setup, Statement of Work, and Survey Plans

J-U-B will assist develop a new airport survey project for the airport on the Airport Data & Information Portal (ADIP) website at <https://adip.faa.gov>. The project will be a new airport survey project type to provide support for an ALP and also include a Vertically-Guided Airport Airspace Analysis for runway 17/35 ends only.

J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website.

The J-U-B will develop and submit an Imagery Plan (IP) and a Survey and Quality Control Plan (SQCP) to the (ADIP) website for the project.

Primary and Secondary Airport Control Stations PACS (1) and SACS (2) will be used for control on this project. If the PACS and SACS are found to be unusable, temporary project control points will be established and used for the project and tied to the NSRS. These temporary project control points, if required, will only be available for this project in lieu of having PACS and SACS at the airport.

B. Aerial Mapping and Photography

J-U-B will coordinate and obtain sub-contracted orthophotography and aerial mapping of the airport, including topographic data, planimetric data, and perform airport airspace analysis/obstruction identification for the runway in accordance with AC 150/5300-17C chg 1 and 18B chg 1. The ortho-imagery will cover the entire area of analysis including required sidelap and overlap. Photo based ALP drawings are planned. Aerial Photography and Mapping will be provided by a subconsultant in accordance with AC 150/5300-17C chg 1. Attachment 1.1 outlines the aerial mapping work tasks to be prepared by subconsultant GeoTerra.

The ortho-imagery will be submitted to NGS at the address listed in AC 150/5300-17C chg 1 on an appropriately labeled recordable media such as CD, DVD, portable hard drive etc., with the label identifying the airport, FAA project, and company contact information.

C. Field Surveys and Reconnaissance

J-U-B shall conduct detailed field reconnaissance and surveys of the specified study area to support aerial photography and collect key topographic features critical to the project and ADIP submittal. Specific collection and verification task items:

- Perform survey reconnaissance and meet with field crews, engineers, and Airport staff to discuss the extent of the project. Conduct interviews with agencies to prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B chg1-consolidated.
- Recover, evaluate and verify existing NGS geodetic control monument; Primary and Secondary Airport Control Stations PACS (1) and SACS (2) according to guidelines established in AC 150/5300-16B. Perform, document, and report the tie to the National Spatial Reference System (NSRS) as required by AC 150/5300-16B. Establish 9 photo control "ID" points (number of high and low targets to be determined by photogrammetrist) and 5 OPUS check points as the base control for geo-referencing the aerial orthophotography. (Per aerial company.)
 - Note: The approximate location of all control points will be identified by the aerial mapping subconsultant on a figure and provided to J-U-B prior to the survey and

flight. The control points should be located within the public right-of-way where painted control points or temporary markers can be established. However, some premarks may need to be established on private property using temporary markers. The airport will be responsible for obtaining right of access to private property as necessary. After receiving confirmation from the aerial mapping subconsultant that all flight data is of good quality and useable, J-U-B will remove temporary markers.

- Survey, Monument, and document runway endpoints for Runway 17/35.
- Determine runway lengths and runway widths and the runway true azimuth.
- Collect an elevation profile for Runway 17/35 according to the standards in AC 150/5300-18B chg1-consolidated at 50-foot intervals.
- Survey obstacles and other planimetric features that cannot be collected by aerial mapping survey.
- Document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to ADIP website.

CLIENT will provide site information and access to the airport. All survey data shall be tied to the National Spatial Reference System (NSRS) and projected to NAD 1983 (2011) Washington State Plan Coordinate System, North Zone, horizontal datum and the NAVD 1988 vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands.

D. Airport Airspace Analysis

The aerial mapping subconsultant will conduct an Airport Airspace Analysis and identify obstacles and possible hazards to air navigation on, and within the vicinity of the airport according to requirements in AC150/5300-18B chg1-consolidated. A Vertically-Guided Airport Airspace Analysis is performed for runway 17/35 ends only.

E. Surveyed Features/Planimetric Data

Specific features to be captured are: Runway Ends, Runway, Touchdown Lift Off area, Airport Control Points, Obstacles, Obstruction Areas, and Obstruction ID Surface. Planimetric data will be included in the survey data submission to the ADIP website.

F. Submit Final Report & Upload Survey Data and Final Documentation to ADIP

J-U-B will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase structure and then upload survey data to the ADIP website to include matrix items listed in Table 2-1 column for Instrument Procedure Development from AC 150/5300-18B chg1-consolidated. Work processes include:

- a. Prepare and process all field data collected, assign it attributes and layers – thus creating the base sheet information
- b. Prepare, submit & upload the data and reports to the FAA ADIP website
- c. Develop the Final Survey Report with the appropriate supporting documentation
- d. Develop the deliverables for internal use, for the client, and for the FAA

Products:

2. *Statement of Work (1)*
3. *Survey Quality Control Plan (1)*
4. *Remote Sensing/Imagery Plan (1)*
5. *Color Orthophotography (1)*
6. *Survey Data Package (1)*
7. *Final Survey Report (1)*

Element 4 –Public Involvement and Stakeholder Coordination

Coordination, communication, and collaboration lead to a successful Plan. Outreach efforts with this type of project will involve the FAA, the CLIENT and J-U-B. Local officials, stakeholders and citizen input will be achieved in conjunction with other public meetings.

- J-U-B will work with the CLIENT to identify agencies and individuals considered stakeholders in the Airport 's future. These stakeholders will be provided information on the status of the ALP Update and Narrative Report at two (2) Omak City Council meetings. Public comment on this information will be welcomed at these City Council meetings. Additional outreach will not be necessary.

Products:

1. *A listing of agencies and individuals that should be notified of progress on the ALP Update and Narrative Report.*
2. *Present at two (2) Omak City Council meetings with information on progress of report.*
3. *Travel to Omak, WA to attend two (2) meetings to present materials and provide project updates.*

Element 5 – Aviation Inventory and Existing Conditions

A. Document Review

J-U-B will evaluate all existing documents from previous planning studies and airport records, as provided by the airport management, including data pertaining to based aircraft, historic aviation activity, construction programs, FAA Grants, and financial information.

Existing data is available through the following documents: FAA Form 5010 and previous planning documentation.

B. Inventory and Description of Existing Facilities

As the ALP Update and Narrative Report will be evaluating limited aspects of the airport, the following data will be collected:

1. Airfield and Airspace
 - a. Wind and Weather: Wind and weather data will be taken evaluated from the on-site ASOS system.
 - b. Number and mix of based aircraft – updated BasedAircraft.com information.
2. Support Facilities:
 - a. Fuel Facilities - Storage and service locations, capacities, and condition.
3. Property survey documentation as provided by the City.

C. Describe Regional Setting and Land Use Controls

J-U-B will obtain land use documents, maps and regulations from the various County and City Planning and Zoning Departments to include existing zoning ordinances, subdivision regulations, building codes, easements, right-of-way, comprehensive plans, and other documents pertaining to land use management in the vicinity of the airport. The Land Use Plan drawing will be updated to illustrate revisions to any airfield configuration, aviation easements, airport influence areas and potential impacts to land uses in the airport vicinity. An evaluation of the existing Land Use Ordinances compared to FAA/WSDOT recommendations for land use compatibility and airspace protection will be conducted and presented.

D. Section 163 Property Documentation

Gather information from the CLIENT on ownership transfer and funding mechanisms for each property within the airport, to include those land or facilities acquired by: 1) Federal AIP/ADIP; 2) Federal Surplus Property Act; 3) Sponsor; and 4) any previously approved Section 163 properties.

E. Demographics/Economics

J-U-B will use Woods and Poole economic data for baseline and history. This information will be used to describe the setting of the existing airport service area and to prepare projection for future airport activity.

Obtain available 2021 activity including date, aircraft, origin, destination, departure, and arrival for flight planned operations at the Airport from FlightAware.

The CLIENT needs to validate and update the Basedaircraft.com site in a timely manner to allow J-U-B to proceed with Element 6.

F. Financial Data

CLIENT will provide J-U-B with airport financial data, including operating revenues and expenses, and sources and uses of capital funds. J-U-B will identify sources of funding the CLIENT currently uses for capital improvement and development programs. The information gathered in this inventory will be used to prepare a financial plan for the recommended development program in Element 11.

Product:

- 1. Information and understanding of identified existing facilities and activity will be presented in tabular or graphic formats.*
- 2. Tabulated airport facilities for input and use in Facility Requirements.*
- 3. A summary of the comparison of existing Land Use Ordinances to FAA/WSDOT recommendations for land use compatibility and airspace protection.*
- 4. A summary of the CLIENT's Operating Revenues and Expenses and existing sources of funding for capital improvement projects for use later in the project.*

Element 6 – Aviation Forecasts

J-U-B will develop Forecasts from historical data, current activity, and expected change, and provide project levels of activity and guidance on the facilities required to accommodate that activity. Per FAA SOP 2.00 and FAA's *Forecasting by Airport*.

Forecasts will use collected data, user information, and industry trends to develop near-term (5 year), mid-term (10 year), and long-term (20-year) activity forecasts. The collected data, user information and industry trends to be used by J-U-B may include: existing data held by the CLIENT and collected by the CLIENT from tenants, such as a hangar survey to be conducted by J-U-B and the CLIENT, data held by the FAA such as 5010 Master Record, TFMSC data, and data collected to establish existing based aircraft and existing operations.

The base year for forecasting will be 2022. FAA forecasting data, methodology, forms, tables, and formats will be used as guidance, in addition to regional and industry trends. Data may include the historic compounded annual growth rate in the City or region, per capita income, operations per based aircraft, total U.S. based aircraft, and total U.S. operations from FAA Aerospace Forecasts. J-U-B will compare differences with the FAA Terminal Area Forecasts (TAF) and explain any discrepancies in the Airport Layout Plan narrative.

Forecasts will be developed for annual operations and broken down into local and itinerant general aviation operations, itinerant non-scheduled air-taxi operations, and based aircraft. Based aircraft forecasts will differentiate between single-engine piston, multi-engine piston, jet, and helicopter aircraft. Reference will be made to proposed Runway Design Codes (RDC) and critical aircraft, which will be identified (by approach category, by wingspan, and/or by weight, for different airport components per runway end). The critical aircraft must conduct approximately 500 annual operations, excluding touch-and-go's.

The preferred forecasts will be delivered to the FAA by J-U-B for review and written approval. J-U-B will document and justify variations from the FAA TAF.

Product:

1. *Preparation of general aviation based and operations forecasts in 5-year, 10-year and 20-year intervals for the planning period. Identify existing and future critical aircraft. The critical aircraft and forecast will be submitted to the FAA for approval prior to proceeding with subsequent related tasks.*

Element 7– Facility Requirements

Based on information from other tasks, J-U-B will identify airport facility requirements. The determination of additional facilities to address meeting design standards will be based on the forecasted demand, compliance with governmental regulations, and facilities necessary to accommodate projected demand. Recommendations will result from an analysis of FAA design criteria, knowledge of conditions at the airport and the desires of the CLIENT.

A table listing all deviations from all current FAA design standards will be provided in the report as well as on the ALP drawing, including proposed disposition of the deviations and obstructions to FAR Part 77 airspace based upon the current airspace configuration. Disposition would entail recommended development and/or recommended FAA approval of modifications to standards. Procedure and rationale will be included for determining recommended runway lengths per AC 150/5325-4B as needed. Airport standards to be met will be defined as consistent with FAA Advisory Circular 150-5300-13A change 1.

Product:

1. *Provide a table comparing existing facility components to FAA design standards.*
2. *List of deficiencies, and a briefing of the inadequacy, and new facility requirements.*

Element 8 – Alternatives Development and Evaluation

J-U-B will develop alternative layouts for the hangar development area and each alternative will be graphically depicted. Improvement alternatives will not be developed for facilities in working order that are not impacted by planned development. The layouts will be based upon the anticipated 20-year development needs; however, the estimated land needs for the 50-year airport development may also be evaluated. J-U-B will develop planning-level cost estimates for improvements identified in each alternative.

Improvements will be correlated with forecasted volumes of activity that would trigger an increase or decrease in future demand of the recommended improvement.

Through ongoing coordination and accomplishment of the previous project elements, airport property development alternatives will be formulated which meet the needs of the airport. Development alternative plans will take into consideration how policy determinations made previously will affect land use on the airport property. Each alternative will first satisfy the highest priority land use--that of preserving land necessary for long-range airfield needs of the airport.

Alternatives Analysis will be completed specific to hangar development areas.

The alternatives will be evaluated based on staging implications, estimated development costs, financial impacts, maintenance costs, operational and functional effectiveness, interrelationships with adjacent properties, and other planning considerations. Note that Airspace alternatives will not be evaluated, as the current approach procedures are scheduled for evaluation by the FAA Flight Procedures Division.

The landside alternatives will be provided to the CLIENT for evaluation to determine the preferred alternative.

Product:

1. *Up to two (2) graphically depicted landside layouts for hangar development options.*
2. *Selection of a Preferred Alternative.*

Element 9 – Facilities Implementation Plan and Financial Feasibility Analysis

The purpose of this study element is to establish a financial implementation program to provide the airport development requirements necessary to meet the projected aviation activity demands established via the previous elements.

- J-U-B will prepare a development program which will include a financially un-constrained plan allowing the CLIENT to evaluate alternative costs. The preferred plan will be implemented in phases as demands at the airport dictate. Exhibits will visualize planned development according to the preferred alternative from the previous element. Improvements and cost estimates for the improvements will be found thereon, along with a program implementation/funding plan. The CIP will include estimates of the amount of funding eligible from FAA grant-in-aid programs, as well as other funding sources. AIP funding defines financially constrained as used in this paragraph.
- The financial plan for the landside projects will identify steps toward implementation including land needs, permitting, and stakeholder coordination. An evaluation of the airport's historic and projected expenses and revenues will be conducted and opportunities for revenue enhancement will be explored. An emphasis on financially constrained projects will be provided, to allow the CLIENT to understand any funding shortfalls.

Product:

1. *Development Exhibits providing estimated costs to the CLIENT*
2. *An evaluation of airport expenses and revenues for a 5-year and a 20-year period will be compared to the CIP in order to identify a balanced approach for executing the program.*
3. *Rationale for unusual design features and/or modifications to FAA Airport Design Standards.*

Element 10 – Airport Layout Plans

The Airport Layout Plan (ALP) drawings will be created and will reflect existing and future land and facilities necessary for operation and development of the airport, per CLIENT prerogative. The ALP drawing files will be prepared based on the mapping data collected in the ADIP element, existing CAD drawings, and other off-the shelf digital data products. All of the major development proposed in the preferred alternative will be shown on the ALP in schematic form.

Drawings specified within FAA SOP 2.00 Appendix A Checklist 1-9 will be produced with the exception of the Airport Property Inventory Map/Exhibit A which will be subject of FAA SOP 3.00. An FAA ALP Checklist will be used to prepare the ALP drawings for this project, FAA AC 150/5070-6B, Airport Master Plan, and FAA Standard Operating Procedure, Standard Procedures for FAA Review and Approval of Airport Layout Plans. A completed checklist will be submitted to the FAA along with the ALP drawings when they are submitted for coordination. Similarly, the FAA Exhibit A checklist and table templates will be used to prepare the Property Map drawings for this project and a completed checklist will be submitted to the FAA.

A. Cover, Data Sheet and Airport Layout Plan (3 Sheets)

The Cover sheet will allow the ALP Approval Letter to be embedded within the sheet. The ALP will be prepared to reflect updated physical features, location of airfield facilities (runway, taxiways, NAVAIDs) and existing development areas. Development of alternatives and ultimate airfield facilities will be based on short, intermediate, and long-range requirements which incorporate both airside and landside requirements. Appropriate wind rose data based on historical conditions will be identified on the Data Sheet.

B. ALP Base Maps

The Consultant will prepare ALP specific base files from all processed field data collected, including aerial topographic and planimetric data, GIS mapping data, existing facilities exhibits, preferred alternative, and airspace analysis. This data will be assigned symbology and layers – thus creating the base map information for ALP sheet generation.

C. Airport Airspace Drawing (1 Sheet, plus tabulation sheet)

This drawing shows a plan and profile view of all FAR Part 77 imaginary surfaces. Obstructions will be identified, the amount of penetration determined, and their proposed disposition identified. USGS “Quad Maps” will be used. Fifty-foot contour intervals will be shown for all FAR Part 77 imaginary surfaces for the full length of all approach surfaces. Analysis of the approach surfaces will be based on the aerial survey element. USGS quadrangle maps will be used to provide off-airport information.

D. Inner Approach Surface Drawings (2 Sheets, plus tabulation sheets)

A drawing will be prepared that shows the plan and profile of the inner approach surfaces and the Runway Protection Zones (RPZs) for both runway ends. Obstructions within the inner approach surfaces will be identified and a recommended disposition will be provided. Aerial survey information will be used to develop these drawings.

E. On- and Off-Airport Land Use Plan and Section 163 Plan (1 Sheet)

A drawing will be prepared depicting existing and recommended land uses within the ultimate airport property boundary as well as adjacent land with potential to be impacted by FAR Part 77 Airspace criteria. Land use compatibility zones and traffic patterns will be the primary information on the Off-Airport Land Use Plan, and On-Airport Land Uses (including Element 8 herein) will be the primary information on the On-Airport Land Use Plan.

This drawing will depict the Airport Plan for future FAA authority per Section 163(d) as guidance with the following information:

- Identify land and facilities acquired or modified using federal funding.
- Identify Surplus Property Act instruments of transfer.
- Identify Sponsor acquired land and facilities.
- Identify projects that anticipate federal funding.
- Identify any Section 163 determinations already made on the Airport

F. Runway Departure Surface Drawing (2 Sheet)

Drawing will be prepared that show the plan and profile of the 40:1 departure surface for Runway 17. Any obstructions within the inner approach surfaces will be identified and a recommended disposition will be provided. Aerial survey information will be used to develop these drawings, supplemented with off-the shelf terrain modeling.

G. .Airport Property Inventory Map {Exhibit A}

An Airport Property Inventory Map (APIM) will be created to depict existing/proposed ownership. As much information as is available will be obtained from the local records office or the current Exhibit A to meet limited requirements of FAA SOP 3.00. Parcel metes and bounds will be drawn from legal descriptions or from within the software. Title reports will be gathered; however, neither title insurance, legal opinion, property encumbrances, abstraction, nor title examination is of subject for this effort.

J-U-B will prepare this drawing's plan view and tabulations per SOP 3.00 which instructs inventory and documentation of current and proposed properties: Parcel ID and any related AIP/FAAP/ADAP or WSDOT grant number, acreage, purpose, grantee/grantor, type/date and form/rights of conveyance instrument, tax number, and related encumbrances. Released/sold property itemizations include the items in the previous sentence, plus type/date of release and recorded document number of the release from FAA. Clarifying notes will be necessary for many itemizations. The related SOP 3.00 Exhibit A Checklist will be filed.

It is believed that the City already has the proper records describing the Airport property. J-U-B will use these existing records to create the exhibit. However, to accommodate any additional research required or desires for more in-depth investigation by the CLIENT, a management reserve should be established to cover any additional expenses.

Product:

1. *Cover sheet, Airport Data Sheet, and ALP Drawing will be created from ADIP and formatted into CAD/GIS. Existing and future conditions will be shown on one (1) ALP sheet.*
2. *An Inner Approach Surface drawing that shows the approach areas for each runway at the airport, both existing and future.*
3. *FAR Part 77 Land use, and Section 163(d) review drawings for the airport to include plan/profile of the obstruction/approach zones for future conditions and salient land use concerns including existing and overlay district.*
4. *A drawing that provides the CLIENT a plan for the airport as well as guidance for maintaining appropriate zoning in the vicinity of the airport. This information will be used to provide the CLIENT with recommendations regarding the update of existing zoning ordinances currently in-place on land around the airport.*
5. *Airport Property Inventory Map (Exhibit A) showing existing land and proposed acquisitions, pursuant to SOP 3.00 and related checklist.*

Element 11 – Reports and Documentation

To maintain proper coordination of the planning effort and confirm project and airport goals between J-U-B and the CLIENT, draft chapters containing the results of the forecast, facility requirements, alternatives, and ALP plans will be prepared and sent to FAA for review prior to detailed development of the Airport Layout Plan set. The Airport Layout Plan Set and ALP Update and Narrative Report Chapters will be presented in narrative and graphic form. The Final Airport Layout Plan Set will be submitted to the FAA for review and approval. The Final ALP Update and Narrative Report chapters will also be submitted to the FAA for review and comment.

Draft Report and ALP Drawing Set

Based upon comments provided on the draft chapters, revisions will be made and a Draft Airport Layout Plan Set and Updated ALP and Narrative Report will be prepared for CLIENT review and submittal to the FAA coordination and approval. 24 inch by 36 inch sheets will be produced, along with ALP checklists.

Final Airport Master Plan Deliverables:

1. Final ALP Update and Narrative Report Chapters
2. Final Airport ALP Update and Narrative Report Presentation to Omak City Council
3. Electronic Media/Files for Final ALP Update and Narrative Report Deliverables
4. Final Airport Layout Plan Drawing Set (6 copies)

ASSUMPTIONS

- CLIENT to validate and update the Basedaircraft.com for their current based aircraft in a timely manner.
- CLIENT to provide existing and planning financial data for the airport.
- The scale of this report is based on updating the ALP to provide Flight Procedures with enough information to evaluate the possibility of a new approach, and to review the hangar development area. Therefore, the report will not include:
 - a. Background review
 - b. Airfield inventory
 - c. Airspace Analysis
 - d. Quantity, type, utilization, and condition of existing hangars, tie-down, and transient aircraft parking areas
 - e. Review of lease holders
 - f. Support Facilities (Airport Maintenance Equipment)
 - g. Property Survey documentation
- An Environmental baseline and methodology will not be included
- No public or TAC input will be included in this report.
- Recycling Plan will not be included
- Cultural Resource Survey will not be included
- An updated DBE Program Plan will not be included

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: February 7, 2022

Subject: **Resolution 04-2022** Approving the purchase of a Caterpillar 416 Backhoe.

The attached Resolution 04-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A BACKHOE**, is forwarded for your consideration.

This will replace #119 (1997 416 Caterpillar Backhoe).

The replacement for the Backhoe is a 2022 Caterpillar 416 Backhoe This purchase will be made in accordance with RCW 39.34 the interlocal Cooperation Act. Sourcewell, a subdivision of the State of Minnesota, has an active purchasing contract with Caterpillar for heavy construction equipment with related accessories, attachments, and supplies (Contract #032119). This Purchase will total \$149,763.69 not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

RESOLUTION NO. 04-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A BACKHOE.**

WHEREAS, the Public Works Department has determined the need to replace our existing Backhoe; and

WHEREAS, the Department has evaluated different brands of equipment for operation, price, and serviceability; and

WHEREAS, the 416 Backhoe manufactured by Caterpillar was selected as the most suitable equipment to meet the needs of the Public Works Department; and

WHEREAS, Sourcewell, a cooperative purchasing agency of the State of Minnesota, has a current contract with Caterpillar, Inc. for the purchase of the desired equipment; and

WHEREAS, the Revised Code of Washington, Chapter 39.34 encourages the use of cooperative agreements to increase the efficiencies of local governments; and

WHEREAS, necessary funds for the purchase of this equipment has been appropriated in the City of Omak's 2022 Budget; and

WHEREAS, the regional dealer for Caterpillar equipment, NC Machinery, has provided pricing and purchase information in accordance with Sourcewell contract No. 032019.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of a 416 Caterpillar Backhoe from NC Machinery, a copy of the quote attached hereto as Exhibit "A" is hereby approved, and the mayor is authorized to affect all necessary action for the purchase of this equipment.

DATED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Purchaser's Order

EXHIBIT A DATE Quote No.

Jan 26, 2022 258436

PURCHASER CITY OF OMAK
STREET ADDRESS PO BOX 72
CITY/STATE OMAK, WA COUNTY OKANOGAN
POSTAL CODE 98841-0072 PHONE NO. 509 826 1170
CUSTOMER CONTACT: EQUIPMENT CHAD
PRODUCT SUPPORT CHAD
INDUSTRY CODE: GAS & ELECTRIC UTILITY SERVICES (CS49) PRINCIPAL WORK CODE BUILDING, RESIDENTIAL,(240)
F.O.B. AT: Omak

CUSTOMER NUMBER 5442000 Sales Tax Exemption # (if applicable) N/A CUSTOMER PO NUMBER

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE [checked] NET ON DELIVERY [] FINANCIAL SERVICES [] CSC [] LEASE [] LKE Assignment []
CASH WITH ORDER \$0.00 BALANCE TO FINANCE INTEREST RATE
PAYMENT PERIOD PAYMENT AMOUNT NUMBER OF PAYMENTS OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: CATERPILLAR MODEL: 416 YEAR: 2022
STOCK NUMBER: TBA SERIAL NUMBER: TBA SMU: TBA
PRICE PER SOURCEWELL CONTRACT GOV22SOURCWL COLD WEATHER PACKAGE, 120V 551-6940 COUNTERWEIGHT, 1015 LBS 337-9696
416 07A BACKHOE LOADER CFG2 543-3339 PLATE GROUP - BOOM WEAR 423-7607 LOADER BUCKET PINS 545-8548
BELT, SEAT, 2" SUSPENSION 206-1747 GUARD, STABILIZER 353-1389 COUPLER, PG, HYD.D.LOCK,BHL 485-5303
TIRES, 12.5 80/19.5L-24, GY 379-2161 MIRRORS, EXTERNAL, BOTH SIDES 382-2499 SERIALIZED TECHNICAL MEDIA KIT 421-8926
STABILIZER PADS, FLIP-OVER 9R-6007 COUPLER, PG, MAN.D.LOCK, BHL 444-7500 LINES, HYD CPLR 14FT STD PILOT 555-2394
BUCKET-GP, 1.3 YD3, PO 337-7385 STICK, EXTENDABLE, 14FT, PILOT 543-4282 PINS, SPARE 318-9902
CUTTING EDGE, TWO PIECE 9R-5321 PT, 4WD/2WS STD SHIFT, PILOT 543-4900 LINES, COMBINED AUX, E-STICK 548-1231
BUCKET-HD, 24", 6.2 FT3 219-3387 ENGINE, 70KW, C3.6 DITA, T4F 542-7779 36" CLEAN OUT BUCKET
RIDE CONTROL 551-6453 HYDRAULICS GP, 6FCN/8BNK, PT 542-7762
COUPLING, QD, THREADED WITH CAPS 456-3390 CAB, STANDARD 557-4932
THUMB, HYDRAULIC, NO TINE, BHL 282-5409 DISPLAY, STANDARD 545-5047
THUMB, TINE, A 3 221-4283 WORKLIGHTS (8) HALOGEN LAMPS 491-6734
BEACON, MAGNETIC MOUNT, STROBE 433-0154 SEAT, FABRIC 573-4523
STANDARD RADIO (12V) 540-2298 AIR CONDITIONER, T4F 542-7810
BATTERY, HEAVY DUTY 516-5913 PRODUCT LINK, CELLULAR, PLE643 560-6797

TRADE-IN EQUIPMENT
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN:
PAYOUT TO: AMOUNT: PAID BY:
SELL PRICE \$138,158.39
NET BALANCE DUE \$138,158.39
OMAK (8.4%) \$11,605.30
BALANCE \$149,763.69
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

[checked] CATERPILLAR EQUIPMENT WARRANTY INITIAL
[] USED EQUIPMENT WARRANTY INITIAL
The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary:
12 MONTH STANDARD PREMIER
3 year or 3,000 hour EPTW Plus Hydraulics and tech
All used equipment is sold as is where is and no warranty is offered or implied except as specified here:
Warranty applicable:

CSA:
NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Tony Davick REPRESENTATIVE APPROVED AND ACCEPTED ON CITY OF OMAK PURCHASER

BY SIGNATURE

PRINT NAME AND TITLE

ADDITIONAL TERMS AND CONDITIONS

1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment. All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.

2. Additional Terms and Conditions : This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.

3. LKE/RENTAL SALE: YES or NO: (circle one)

4. ADDITIONAL DOCUMENTS: If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.

5. ACCEPTANCE; MODIFICATION: This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manager and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.

6. SECURITY INTEREST: In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.

7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.

8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of its obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.

9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.

10. LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.

11. WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or its designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.

12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER. SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.

13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for its suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.

15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.

16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more policies insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.

17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.

19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.

20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.

21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.

22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal. This Order shall be governed by and construed in accordance with the laws of the State of Washington..

24. INVALIDITY: Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.

25. LIKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLELY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LIKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

| |
|--------------------------------------|
| FOR DEALER USE ONLY |
| |
| Company UCID |
| |
| Company Representative CWS ID |
| |
| Main Store Dealer Code |
| |
| Dealer Representative Name |
| |
| Dealer Representative CWS ID |
| |

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: February 7, 2022

Subject: 05-2022 Approving the purchase of a John Deere Gator

The attached Resolution 05-2022, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A UTILITY VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE, is forwarded for your consideration.

The 2022 John Deere Gator XUV was selected through the Washington State procurement cooperative. This purchases will be made through Pape' Machinery a bona fide state vendor. This Purchase will total \$31,927.69 not to include graphics and other specialized items not included through the bid process.

Funding is appropriated for the purchase of the vehicle through the 508 Bobcat Replacement account. The Cemetery operates an older UTV that is outside of the Equipment rental fleet. The Cemetery UTV will be surplus and the bobcat will remain an asset of the city until it no longer a viable asset, then disposed of without replacement.

I support this Resolution and recommend its approval.

RESOLUTION NO. 05-2022

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

WHEREAS, a John Deere Gator XUV has been selected based on considerations of department specification, performance, serviceability, uniformity, and cost as determined by the Public Works Director; and

WHEREAS, the equipment is available through the Washington State Purchasing Cooperative Paper Machinery, Inc, a bona fide Washington State Purchasing vendor, in the amount of \$31,927.69; and

WHEREAS, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of the Utility Vehicle, a copy of the quote is attached as Exhibit "A" is hereby approved for purchase. The Mayor is authorized and directed to execute the same on behalf of the City.

DATED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Kevin Oyler

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

Tel: 509-422-3030

Fax: 509-422-6275

Email: koyler@papemachinery.com

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Signature
- Shipping address
- Billing address
- Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

Quote Id: 25950535

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Prepared For:

CITY OF OMAK

Proposal For:

Delivering Dealer:

Kevin Oyler

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

agokanogan@papemachinery.com

Quote Prepared By:

Kevin Oyler
koyler@papemachinery.com



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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Quote Summary

Prepared For:

CITY OF OMAK
220 COLUMBIA ST
OMAK, WA 98841
Business: 509-826-9216

Delivering Dealer:

Pape Machinery, Inc.
Kevin Oyler
1 Patrol Street
Okanogan, WA 98840
Phone: 509-422-3030
koyler@papemachinery.com

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

Quote ID: 25950535
Created On: 21 January 2022
Last Modified On: 31 January 2022
Expiration Date: 04 February 2022

Equipment Summary

JOHN DEERE GATOR™ XUV865R
(Model Year 2022)

| Selling Price | Qty | Extended |
|----------------|-----|--------------|
| \$ 29,453.59 X | 1 = | \$ 29,453.59 |

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Price Effective Date: February 26, 2021

Equipment Total

\$ 29,453.59

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 29,453.59 |
| Trade In | |
| SubTotal | \$ 29,453.59 |
| Sales Tax - (8.40%) | \$ 2,474.10 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 31,927.69 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 31,927.69 |

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Quote Id: 25950535 Customer Name: CITY OF OMAK

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

JOHN DEERE GATOR™ XUV865R (Model Year 2022)

Hours:

Stock Number:

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

Selling Price *

Price Effective Date: February 26, 2021

\$ 29,453.59

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

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|--------------------|-----------|------------------|--------------------|-------------------------|
| 5776M | GATOR™ XUV865R (Model Year 2022) | 1 | \$ 28,699.00 | 12.50 | \$ 3,587.38 | \$ 25,111.62 | \$ 25,111.62 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0508 | PR - Cab | 1 | \$ -270.00 | 12.50 | \$ -33.75 | \$ -236.25 | \$ -236.25 |
| 1008 | 27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels | 1 | \$ 941.00 | 12.50 | \$ 117.63 | \$ 823.37 | \$ 823.37 |
| 2032 | Split Bench Seat - Stone Cloth | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2350 | Park Position in Transmission | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2500 | Green and Yellow | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3003 | Cargo Box with Spray In Liner, Brake, and Tail Lights | 1 | \$ 490.00 | 12.50 | \$ 61.25 | \$ 428.75 | \$ 428.75 |
| 3101 | Cargo Box Power Lift | 1 | \$ 941.00 | 12.50 | \$ 117.63 | \$ 823.37 | \$ 823.37 |
| 4024 | OSR - Cab Doors | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4036 | Green Roof | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4199 | Less Rear Package | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4201 | Front Brush Guard | 1 | \$ 382.00 | 12.50 | \$ 47.75 | \$ 334.25 | \$ 334.25 |
| 6349 | Less Winch | 1 | \$ 0.00 | 12.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 2,484.00 | | \$ 310.51 | \$ 2,173.49 | \$ 2,173.49 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BUC10310 | Side Mirrors (open station & cab doors) | 1 | \$ 232.33 | 12.50 | \$ 29.04 | \$ 203.29 | \$ 203.29 |
| BUC10682 | Winch Kit 4500lb, Winch | 1 | \$ 742.59 | 12.50 | \$ 92.82 | \$ 649.77 | \$ 649.77 |
| AR87167 | Engine Coolant Heater (110 V) | 1 | \$ 84.27 | 12.50 | \$ 10.53 | \$ 73.74 | \$ 73.74 |



Selling Equipment



Quote Id: 25950535 Customer Name: CITY OF OMAK

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

| | | | | | | |
|--|---|---------------------|----------------------|--------------------|---------------------|---------------------|
| AM882530 Adaptor Parts for Engine Coolant Heater | 1 | \$ 127.05 | 12.50 | \$ 15.88 | \$ 111.17 | \$ 111.17 |
| BUC10608 Front Turn Signal Light Kit | 1 | \$ 92.01 | 12.50 | \$ 11.50 | \$ 80.51 | \$ 80.51 |
| Dealer Attachments Total | | \$ 1,278.25 | | \$ 159.77 | \$ 1,118.48 | \$ 1,118.48 |
| Value Added Services Total | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| | | | Other Charges | | | |
| Customer Setup | 1 | \$ 1,050.00 | | | \$ 1,050.00 | \$ 1,050.00 |
| | | \$ 1,050.00 | | | \$ 1,050.00 | \$ 1,050.00 |
| Suggested Price | | | | | | \$ 29,453.59 |
| Total Selling Price | | \$ 33,511.25 | | \$ 4,057.66 | \$ 29,453.59 | \$ 29,453.59 |



JDLink Account Setup Form

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

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

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

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

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

05218 – Lawn & Grounds Equipment

Ordering

Ordering Instructions

CONTRACTOR INFORMATION

| | | | | |
|--|---|--|---------------------|--|
| Contractor: | Pape' Machinery 3607 20th St East Tacoma, WA 98424 | | | |
| Contract Administration: | Area: | | | |
| | Name: | Gerald Warren | | |
| | Phone: | 360-340-0396 | | |
| | Fax: | | | |
| | E-mail: | gwarren@papemachinery.com | | |
| Customer Service/Order Placement: | Area: | State Agencies | | Seattle |
| | Name: | Gerald Warren | | Dave Rockwood |
| | Phone: | 360-340-0396 | | 253-896-7718 |
| | Fax: | | | |
| | E-mail: | gwarren@papemachinery.com | | drockwood@papemachinery.com |
| Customer Service/Order Placement: | Area: | Spokane | | |
| | Name: | Virgil Green | | |
| | Phone: | 509-558-2467 | | |
| | Fax: | | | |
| | E-mail: | vgreen@papemachinery.com | | |
| Contractor's List Prices: | https://pape.sharefile.com/d-sa4fceefbe3d47fdb | | | |
| Will Call / Service Locations: | Location | Point of Contact | Phone Number | Area(s) of Responsibility |
| | 3607 20 th St East, Tacoma | TJ Peretti | 253-922-3562 | Olympic, Southwest, Northwest |
| | 19808 68th Ave. Kent, WA 98032-2145 | Shaun Thompson | (206) 575-0140 | Northwest /Southcentral |
| | 420 East Hickox Road Mount Vernon, WA 98273 | Shaun Thompson | 360-424-3291 | Northwest |
| | 2504 Talley Way Kelso, WA 98626 | Doug Younger | (360) 575-9959 | Southwest/South Central |
| | 426 South Fleet St Montesano, WA 98563 | Dave Patterson | 360-249-4114 | Olympic |

05218 Lawn & Grounds Equipment

| | | | | |
|--------------------------------|--|--------------------------|----------------|-----------------------|
| | 2209 Terrace Heights Rd. Yakima, WA 98901 | Leslie Winchel Porter | (509) 248-7910 | South Central |
| | 3500 North Chelan Highway Wenatchee, WA 98801 | Leslie Winchel Porter | 509-664-1265 | North Central |
| | 1907 East James St Pasco, WA 99301 | Karren Carlisle | (509) 547-8813 | South Central/Eastern |
| | 6210 West Rowand Road Spokane, WA 99224 | Patrick Morris | 50-838-5252 | Eastern/North Central |
| Credit Card Acceptance: | None | | | |
| Minimum Orders: | None | | | |
| Shipping Destination: | | | | |
| Freight: | May charge for freight as separate line item on invoice and must include the bill they received. | | | |

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: February 7, 2022

Subject: 06-2022 Approving the purchase of two John Deere lawn mowers.

The attached Resolution 06-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO MOWERS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace equipment # 371 and #372 (2006 John Deere mowers)

The replacement for the mowers are 2022 John Deere 1550 mowers was selected through the Washington State Procurement Cooperative. This purchases will be made through Papé Machinery a bona fide state vendor. This Purchase will total \$48,658.16 not to include graphics and other specialized items not included through the bid process. This purchase is also funded in the 2022 Budget.

I support this Resolution and recommend its approval.

RESOLUTION NO. 06-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO MOWERS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE.

WHEREAS, mower selection was based on considerations of department specification, performance, serviceability, uniformity and cost as determined by the Public Works Director; and

WHEREAS, the equipment is available through the Washington State Purchasing Cooperative Papé Machinery, Inc., a bona fide Washington State Purchasing vendor, in the amount of \$48,658.16; and

WHEREAS, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of two John Deere Mowers, a copy of the quote is attached as Exhibit "A" is hereby approved for purchase. The Mayor is authorized and directed to execute the same on behalf of the City, and the City Clerk is authorized to attest her signature.

DATED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Kevin Oyler

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

Tel: 509-422-3030
Fax: 509-422-6275
Email: koyler@papemachinery.com

- Vendor: Deere & Company
- 2000 John Deere Run
- Cary, NC 27513

- Signature
- Shipping address
- Billing address
- Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.



JOHN DEERE



Quote Id: 25950535

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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

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

Prepared For:

CITY OF OMAK

Proposal For:

Delivering Dealer:

Kevin Oyler

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

agokanogan@papemachinery.com

Quote Prepared By:

Kevin Oyler

koyler@papemachinery.com

Date: 21 January 2022

Offer Expires: 04 February 2022

Confidential



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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Quote Summary

Prepared For:

CITY OF OMAK
220 COLUMBIA ST
OMAK, WA 98841
Business: 509-826-9216

Delivering Dealer:

Pape Machinery, Inc.
Kevin Oyler
1 Patrol Street
Okanogan, WA 98840
Phone: 509-422-3030
koyler@papemachinery.com

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

Quote ID: 25950535
Created On: 21 January 2022
Last Modified On: 31 January 2022
Expiration Date: 04 February 2022

| Equipment Summary | Selling Price | Qty | Extended |
|---|----------------|-----|---------------------|
| JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower Deck) Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: March 21, 2021 | \$ 17,802.81 X | 2 = | \$ 35,605.62 |
| JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) Price Effective Date: March 21, 2021 | \$ 4,640.99 X | 2 = | \$ 9,281.98 |
| Equipment Total | | | \$ 44,887.60 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 44,887.60 |
| Trade In | |
| SubTotal | \$ 44,887.60 |
| Sales Tax - (8.40%) | \$ 3,770.56 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 48,658.16 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

| | |
|--------------------|---------------------|
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 48,658.16 |

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 25950535 Customer Name: CITY OF OMAK

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Pape Machinery, Inc.
1 Patrol Street
Okanogan, WA 98840
509-422-3030
agokanogan@papemachinery.com

| JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower Hours: | | | | | | | |
|--|---|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| Stock Number: | | | | | | | |
| Contract: WA Lawn and Grounds 05218 (PG 4S CG 22) | | | | | | | Selling Price * |
| Price Effective Date: March 21, 2021 | | | | | | | \$ 17,802.81 |
| * Price per item - includes Fees and Non-contract items | | | | | | | |
| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
| 2407TC | 1550 TerrainCut™ Commercial Front Mower (Less Mower Deck) | 2 | \$ 22,069.00 | 21.50 | \$ 4,744.84 | \$ 17,324.16 | \$ 34,648.32 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 2 | \$ 0.00 | 21.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1019 | 23x10.50-12 4PR Turf Drive Tires | 2 | \$ 0.00 | 21.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1190 | Two Wheel Drive | 2 | \$ 0.00 | 21.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2011 | Comfort Adjust Suspension Seat with Armrests | 2 | \$ 390.00 | 21.50 | \$ 83.85 | \$ 306.15 | \$ 612.30 |
| Standard Options Total | | | \$ 390.00 | | \$ 83.85 | \$ 306.15 | \$ 612.30 |
| Value Added Services | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total | | | | | | | |
| Other Charges | | | | | | | |
| Customer Setup | | 2 | \$ 172.50 | | | \$ 172.50 | \$ 345.00 |
| | | | \$ 172.50 | | | \$ 172.50 | \$ 345.00 |
| Suggested Price | | | | | | | \$ 35,605.62 |
| Total Selling Price | | | \$ 22,631.50 | | \$ 4,828.69 | \$ 17,802.81 | \$ 35,605.62 |

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck



JOHN DEERE

Selling Equipment



Quote Id: 25950535 Customer Name: CITY OF OMAK

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Pape Machinery, Inc.
1 Patrol Street
Okanogan, WA 98840
509-422-3030
agokanogan@papemachinery.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: WA Lawn and Grounds 05218 (PG 4S CG 22)

\$ 4,640.99

Price Effective Date: March 21, 2021

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

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| 034ITC | 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck | 2 | \$ 5,721.00 | 21.50 | \$ 1,230.01 | \$ 4,490.99 | \$ 8,981.98 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 2 | \$ 0.00 | 21.50 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Other Charges | | | | | | | |
| | Customer Setup | 2 | \$ 150.00 | | | \$ 150.00 | \$ 300.00 |
| | | | \$ 150.00 | | | \$ 150.00 | \$ 300.00 |
| Suggested Price | | | | | | | \$ 9,281.98 |
| Total Selling Price | | | \$ 5,871.00 | | \$ 1,230.01 | \$ 4,640.99 | \$ 9,281.98 |

05218 – Lawn & Grounds Equipment

Ordering

Ordering Instructions

CONTRACTOR INFORMATION

| | | | | |
|--|---|--|---------------------|--|
| Contractor: | Pape' Machinery 3607 20th St East Tacoma, WA 98424 | | | |
| Contract Administration: | Area: | | | |
| | Name: | Gerald Warren | | |
| | Phone: | 360-340-0396 | | |
| | Fax: | | | |
| | E-mail: | gwarren@papemachinery.com | | |
| Customer Service/Order Placement: | Area: | State Agencies | | Seattle |
| | Name: | Gerald Warren | | Dave Rockwood |
| | Phone: | 360-340-0396 | | 253-896-7718 |
| | Fax: | | | |
| | E-mail: | gwarren@papemachinery.com | | drockwood@papemachinery.com |
| Customer Service/Order Placement: | Area: | Spokane | | |
| | Name: | Virgil Green | | |
| | Phone: | 509-558-2467 | | |
| | Fax: | | | |
| | E-mail: | vgreen@papemachinery.com | | |
| Contractor's List Prices: | https://pape.sharefile.com/d-sa4fceefbe3d47fdb | | | |
| Will Call / Service Locations: | Location | Point of Contact | Phone Number | Area(s) of Responsibility |
| | 3607 20 th St East, Tacoma | TJ Peretti | 253-922-3562 | Olympic, Southwest, Northwest |
| | 19808 68th Ave. Kent, WA 98032-2145 | Shaun Thompson | (206) 575- 0140 | Northwest /Southcent ral |
| | 420 East Hickox Road Mount Vernon, WA 98273 | Shaun Thompson | 360-424-3291 | Northwest |
| | 2504 Talley Way Kelso, WA 98626 | Doug Younger | (360) 575- 9959 | Southwest/South Central |
| | 426 South Fleet St Montesano, WA 98563 | Dave Patterson | 360-249-4114 | Olympic |

05218 Lawn & Grounds Equipment

| | | | | |
|--------------------------------|--|--------------------------|----------------|-----------------------|
| | 2209 Terrace Heights Rd. Yakima, WA 98901 | Leslie Winchel Porter | (509) 248-7910 | South Central |
| | 3500 North Chelan Highway Wenatchee, WA 98801 | Leslie Winchel Porter | 509-664-1265 | North Central |
| | 1907 East James St Pasco, WA 99301 | Karren Carlisle | (509) 547-8813 | South Central/Eastern |
| | 6210 West Rowand Road Spokane, WA 99224 | Patrick Morris | 50-838-5252 | Eastern/North Central |
| Credit Card Acceptance: | None | | | |
| Minimum Orders: | None | | | |
| Shipping Destination: | | | | |
| Freight: | May charge for freight as separate line item on invoice and must include the bill they received. | | | |

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: February 7, 2022

Subject: 07-2022 Approving the quote for the rebuild of a sewer pump.

The attached Resolution 07-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE QUOTE FOR THE REBUILD OF A SEWER PUMP THROUGH APSCO, LLC**, is forwarded for your consideration.

This will rebuild an effluent pump that is currently disassembled at the factory and in need of repairs. This pump will provide a backup effluent pump. The repairs are included in the 2022 budget. The attached quote for repairs is \$8,528.56 not including sales tax

I support this Resolution and recommend its approval.

RESOLUTION NO. 07-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SEWER PUMP REPAIRS

WHEREAS, A effluent pump had failed in 2021 and was sent out for repairs; and

WHEREAS, the original manufacturer of the pump is WEMCO and APSCO is the provider of original equipment; and

WHEREAS, repairs of equipment has been provided for in the 2022 budget.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, hereby approving the repairs of an effluent pump by APSCO, the quote attached here as "Exhibit A" in the estimated amount of \$8,528.56.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



APSCO, LLC
 PO Box 2639 • Kirkland, WA 98083-2639
 PH: (425) 822-3335 • FAX: (425) 827-6171
 EMAIL: apSCO@apSCO-llc.com
 www.apSCO-llc.com

Quote

| | |
|-----------|-----------|
| Date | Quote # |
| 1/19/2022 | 6675-REV1 |

| |
|---|
| Invoice/Bill To |
| City of Omak PO Box 72 Omak, WA 98841 |

| |
|---|
| Ship To |
| City of Omak WWTP 635 South Fir Street Omak, WA 98841 |

| | | |
|----------------------|------------|-----------------|
| Payment Terms | FOB | Contact |
| Net 30 | Factory | Jesus Arciniega |

| Number | Item | Description | Qty | Lead Time | Cost | Total |
|-----------------|---------|---|-----|-----------|----------|-------------------|
| 1 | 5498036 | REBUILD KIT, MINOR, EE4B4-MYAK EE4S4-MYAK EEWS4-MYAK *NEW DESIGN* WITH 2.5" UPPER SEAL KIT CONTAINS: MECHANICAL SEALS, OIL SEALS/V-RINGS, ORINGS, ROLLED RING, COPPER WASHERS INCLUDES ITEM #: 146 (QTY 1), 209 (QTY 1), 515 (QTY 1), 516 (QTY 1), 524 (QTY 1), 525 (QTY 1), 526 (QTY 1), 526 (QTY 1), 527 (QTY 1), 529 (QTY 1), 530 (QTY 1), 536a (QTY 3), 555 (QTY 1), 570 (QTY1), 577 (QTY 1) *FOR USE ON NEWER MOTORS WITH A 2.5" UPPER SEAL* | 1 | 10 Weeks | 2,318.57 | 2,318.57 |
| 2 | 8193736 | SUCTION LINER REGULABLE E5K/E8K-LL,-LS HI-CHROME A532-III-A | 1 | 10 Weeks | 1,598.57 | 1,598.57 |
| 3 | 6450422 | FLANGE FOR IMPELLER E, F-CONE 50MM DUCTILE IRON A536-80-55-06 | 1 | 10 Weeks | 527.14 | 527.14 |
| 4 | 7258585 | BACK PLATE EK FOR Q-MOTOR/BEARING FRAME CAST IRON A48CL30 | 1 | 10 Weeks | 608.57 | 608.57 |
| 5 | 5218084 | IMPELLER E5K-S DUCTILE IRON A536-80-55-06 | 1 | 10 Weeks | 805.71 | 805.71 |
| 6 | Labor | Previously Billed Labor | 1 | | 1,170.00 | 1,170.00 |
| 7 | Labor | Remaining Labor - Estimate | 1 | | 1,500.00 | 1,500.00 |
| 8 | Freight | Freight>>>>PENDING-PREPAY AND ADD For Omak, WA | | | 0.00 | 0.00 |
| Subtotal | | | | | | \$8,528.56 |

****ALL CREDIT PAYMENTS WILL BE CHARGED A 3% SURCHARGE****
 All prices noted on quotation are valid 30 days from the date of the quotation unless
 otherwise specified.

| | |
|-------------------------|-------------------|
| Sales Tax (8.2%) | \$0.00 |
| Total | \$8,528.56 |

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: February 7, 2022

Subject: **08-2022** Approving the purchase of a UV control panel.

The attached Resolution 08-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE PURCHASE OF A UV PANEL,** is forwarded for your consideration.

Attached is a quote form SUEZ for the purchase and installation of a UV control panel. This will replace the aging panel that is currently in use. SUEZ is the Sole Source provider of this equipment.

The Panel operates the UV lights for disinfection of the effluent discharge from the Wastewater Treatment Plant.

The cost to purchase includes install and training for the panel for \$79,120.00 and is funded in the 2022 budget.

I support this Resolution and recommend its approval.

RESOLUTION NO. 08-2022

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE
PURCHASE OF UV SYSTEM CONTROL PANEL**

WHEREAS, The UV disinfection system at the Sewer Treatment Plant is aging and the control panel is in need of upgrade; and

WHEREAS, SUEZ Treatment Solutions, Inc., is the original manufacture and sole supplier of the needed components.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, herby approves a sole source purchase of UV System Panel with SUEZ Treatment Solutions, Inc., the quote attached hereto as Exhibit "A".

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



EXHIBIT A

SUEZ Treatment Solutions, Inc.

600 Willow Tree Road

Leonia, NJ 07605

TEL: (201) 676-2525

FAX: (201) 676-5460

PROPOSAL

QUOTE TO: City of Omak, WA

DATE: January 26, 2022

ONA #: P17-166Q

ATTENTION: Jesus Arciniega

Email: wwtp@omakcity.com

We are pleased to quote the following equipment in accordance with your request:

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|--|------------|-------------|
| 1 | <p>UV System Control Upgrade at the Omak WWTP</p> <p>Replacement UV System PDDC (Power Distribution and Data Control Center) Including:</p> <p>304SS NEMA4X Panel Power Load Distribution Centers (Load Centers) Allen Bradley CompactLogix PLC Panel View 1000 Plus Color Operator Interface Programming Electrical Drawings O&M Manual and Operator Interface Guide</p> <p>Startup Visit Consisting of Two (2) Full Days Onsite for Startup and Training</p> <p>Freight to the Jobsite</p> | \$79,120 | \$79,120 |

| | | |
|---|--|---|
| | | |
| <p>NOTE: Unless stated in writing to the contrary, this quotation applies to standard commercial catalog items sold subject to manufacturer's usual terms and conditions of sale. This quotation may be withdrawn at any time prior to acceptance and unless accepted within 90 days of our date shown above shall cease to be in force.</p> | <p>EX-WORKS:</p> <p style="text-align: center;">FOB: Jobsite</p> | |
| | <p>APPROX. SHIPPING WEIGHT: 500 lbs for panel</p> | <p>Delivery to Carrier (from receipt of your order) 8-10 weeks</p> |
| | <p>TERMS ON APPROVED CREDIT: 90% NET 30 days upon shipment 10% NET 30 days upon startup</p> | <p>BY: Pedro DaCruz Email: pedro.dacruz@suez-na.com</p> |



To whom it may concern:

Reference: Sole Source Aquaray™ UV Systems

January 26, 2022

Aquaray™ UV Systems are a trademark of SUEZ Treatment Solutions Inc., 600 Willow Tree Road, Leonia, NJ 07605, and are designed and engineered specifically for your treatment application and installation.

SUEZ Treatment Solutions Inc. sells components for all Aquaray™ UV Systems directly to the end-users. The components are not sold through distribution networks. The components for your Aquaray™ UV Systems are designed, engineered, and produced specifically for your equipment and application. SUEZ Treatment Solutions Inc. is the sole source supplier for Aquaray™ UV Systems and parts. The lamps, ballasts, controllers and other components have been independently certified through a bioassay validation based on the EPA UV Design Guidance Manual (UVDGM) and the National Water Research Institute (NWRI) Guidelines for electrical compatibility, UV output at end of life, the EPA required dosage to ensure meeting the disinfection limits of your Aquaray™ UV System.

The use of non-SUEZ Treatment Solutions Inc. components leads to diminished UV dose delivery, efficiency and component reliability and therefore all process guarantees, or part warranties offered by SUEZ Treatment Solutions Inc. would be null and void.

SUEZ Treatment Solutions Inc. is committed to providing quality equipment, parts, and service for your plant. If you have any service or parts needs, please call Richard Keller @ 800-446-1150 ext. 7722.

Sincerely,

A handwritten signature in black ink that reads 'Rich Keller'.

Rich Keller
UV Parts Coordinator
Purification and Disinfection Systems
SUEZ Treatment Solutions

