
AGENDA
OMAK CITY COUNCIL MEETING
Tuesday, September 6, 2022 – 7:00 PM



ORIGINAL

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from August 15, 2022
2. Approval of 2022 Claims and August '22 Payroll

F. NEW BUSINESS:

1. Res. 51-2022 - Fixing Time for Hearing on Petition for De-Annexation 

2. Res. 52-2022 – Approve the Purchase of Sewer Pumps for the Dewberry Lift Station 

3. Res. 53-2022 – Approve Purchase of a Fleet Pickup 

3. Discussion - Pre-Budget Objectives

G. 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
Tuesday, September 6th, 2022 @ 7:00pm**

Topic: Omak City Council Meeting

Time: Sep 6, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88330227664?pwd=OWdvc0FJUDJFaJlU3pjUUwvYXpTQT09>

Meeting ID: 883 3022 7664

Passcode: 578069

One tap mobile

+12532158782,,88330227664#,,,,*578069# US (Tacoma)

+13462487799,,88330227664#,,,,*578069# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

Meeting ID: 883 3022 7664

Passcode: 578069

Find your local number: <https://us02web.zoom.us/j/88330227664>

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: September 6, 2022

Subject: **Resolution 51-2022, petition for exclusion of agricultural land from the City of Omak.**

The Attached Resolution 51-2022, A Resolution providing for fixing the time for hearing on petition for exclusion of agricultural land from the City of Omak is forwarded for your consideration.

The City has received petitions from Shellrock Properties, LLC and Elias Sandoval to exclude their agricultural land from the City of Omak as provided for in RCW-35A.16.080

Please see the attached petitions, legal descriptions, and vicinity map.

I support the passage of this Resolution.

RESOLUTION NO. 51-2022

A RESOLUTION, FIXING TIME FOR HEARING ON PETITION FOR EXCLUSION OF AGRICULTURAL LAND FROM THE CITY OF OMAK.

WHEREAS, RCW 35A.16.080, applicable to the City of Omak, provides for the owner(s) of agricultural land to file a petition to exclude agricultural land from the incorporated area of a code city; and

WHEREAS, A petition was submitted to the City on August 12, 2022; and

WHEREAS, the legislative body of the City of Omak resolves to set the date to hear such petition for exclusion to the City of Omak pursuant to said statute; and

WHEREAS, the following described real property is the subject matter of this Resolution for exclusion (de-annexation):

See the attached Petition, Okanogan County parcel numbers, legal descriptions, and the area map attached as exhibit "A"; and

WHEREAS, real properties set forth in Exhibit "A" contain approximately 73.96 acres of land; and

WHEREAS, the real property set forth in Exhibit "A" contains approximately 15 Acres of land currently being used as orchard land; and

WHEREAS, there are 0 registered voters residing in the area proposed to be excluded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, as follows:

SECTION I

That Monday, the 3rd day of October 2022, at the hour of 7:00 o'clock p.m. be and the same is hereby fixed as the date for public hearing upon the petition for exclusion of agricultural land to the City of Omak at the Council Chambers, City Hall, 2 North Ash St., Omak, at which time and place or as soon thereafter as the matter be heard, all interested persons may appear and voice their approval or disapproval of said petition.

SECTION II

That the City Clerk of the City of Omak give notice of the time and place of said hearing on petition of exclusion by publication of a notice of public hearing at least once, prior to the date of hearing in the Omak-Okanogan Chronicle, a newspaper of general

circulation in the City of Omak. The notice shall also be posted in three public places within the territory proposed for exclusion and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the exclusion.

PASSED AND APPROVED this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

DERTING & APPEL, PLLC

Attorneys At Law

Mary E. (Bess) Derting
Heidi E. Appel

P.O. Box 845
112 N. 2nd Ave.
Okanogan, WA 98840
Ph: 509.422.1601
Fax: 866.238.7585

August 9, 2022

City of Omak
PO Box 72
Omak, WA 98841

RE: Petition to Exclude Agricultural Land from the City of Omak
RCW 35A.16.080

Dear City Council,

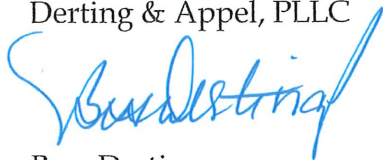
Enclosed please find the following:

- 1) Shellrock Properties, LLC Petition to Exclude Agricultural Land from the City of Omak
- 2) Elias Sandoval Petition to Exclude Agricultural Land from the City of Omak

Please contact our office if you have any questions or concerns.

Sincerely,

Derting & Appel, PLLC



Bess Derting
Attorney At Law
bessderting@gmail.com

Enclosures

CC: Shellrock Properties, LLC
Elias Sandoval

1 **TO: CITY OF OMAK**
2 **FROM: SHELLROCK PROPERTIES, LLC**
3
4 **RE: PETITION TO EXCLUDE AGRICULTURAL LAND FROM THE CITY**
5 **OF OMAK**

6
7 Shellrock Properties, LLC, Petitioner, states and requests the following:

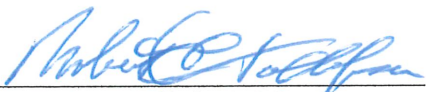
- 8 1) Petitioner is a limited liability company formed in the State of Washington.
9
10 2) Petitioner is the owner of the real property described in Exhibit A and shown on
11 Exhibit B Map, attached hereto and hereinafter referred to as the "Property".
12
13 3) Petitioner respectfully requests the removal and exclusion of the agricultural Property
14 from the incorporated area of the City of Omak pursuant to RCW 35A.16.080.

15 WARNING

16 Every person who signs this petition with any other than his or her true name, or who knowingly
17 signs more than one of these petitions or signs a petition seeking an election when he or she is
18 not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who
19 makes herein any false statement, shall be guilty of a misdemeanor.

20 Each signature shall be executed in ink or indelible pencil and shall be followed by the name and
21 address of the signer and the date of signing.

22 **SHELLROCK PROPERTIES, LLC**

23
24 
25 By: Robert Tollefson, Member

26 8/8/22
27 Date of Signing

28 
29 By: Ronna Tollefson, Member

30 8/8/22
31 Date of Signing

32 PO Box 4200
Omak, WA 98841

PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

1 TO: CITY OF OMAK
2 FROM: SHELLROCK PROPERTIES, LLC
3
4 RE: PETITION TO EXCLUDE AGRICULTURAL LAND FROM THE CITY
5 OF OMAK

6
7 Shellrock Properties, LLC, Petitioner, states and requests the following:

- 8 1) Petitioner is a limited liability company formed in the State of Washington.
9
9 2) Petitioner is the owner of the real property described in Exhibit A, attached hereto
10 and hereinafter referred to as the "Property".
11
11 3) Petitioner respectfully requests the removal and exclusion of the agricultural Property
12 from the incorporated area of the City of Omak pursuant to RCW 35A.16.080.
13

14 WARNING

15 Every person who signs this petition with any other than his or her true name, or who knowingly
16 signs more than one of these petitions or signs a petition seeking an election when he or she is
17 not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who
18 makes herein any false statement, shall be guilty of a misdemeanor.

19 Each signature shall be executed in ink or indelible pencil and shall be followed by the name and
20 address of the signer and the date of signing.

21
22 SHELLROCK PROPERTIES, LLC

23
24 Charles J Berrie

25 By: Charles Berrie, Member

24 8-4-2022
25 Date of Signing

26
27 Sharon Berrie

28 By: Sharon Berrie, Member

27 8/4/2022
28 Date of Signing

29 PO Box 606
30 Mead, WA 99021

31
32 PETITION

Derring & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

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EXHIBIT A
LEGAL DESCRIPTION

Parcel # 3326030074

The Northeast quarter of the Northwest quarter of Section 3, Township 33 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, EXCEPT that portion thereof described as follows:

BEGINNING at the Northwest corner of said subdivision, a brass-capped concrete monument;

THENCE along the North boundary line of said subdivision, North 88°32'14" East a distance of 647.36 feet;

THENCE South 13°51'31" West a distance of 351.30 feet;

THENCE South 10°43'23" West a distance of 474.40 feet;

THENCE South 88°32'14" West a distance of 464.73 feet to the West boundary line of said subdivision;

THENCE along said West boundary line, North 01°26'19" West a distance of 802.52 feet to the Northwest corner of said subdivision and the TRUE POINT OF BEGINNING.

Parcel # 3326031004

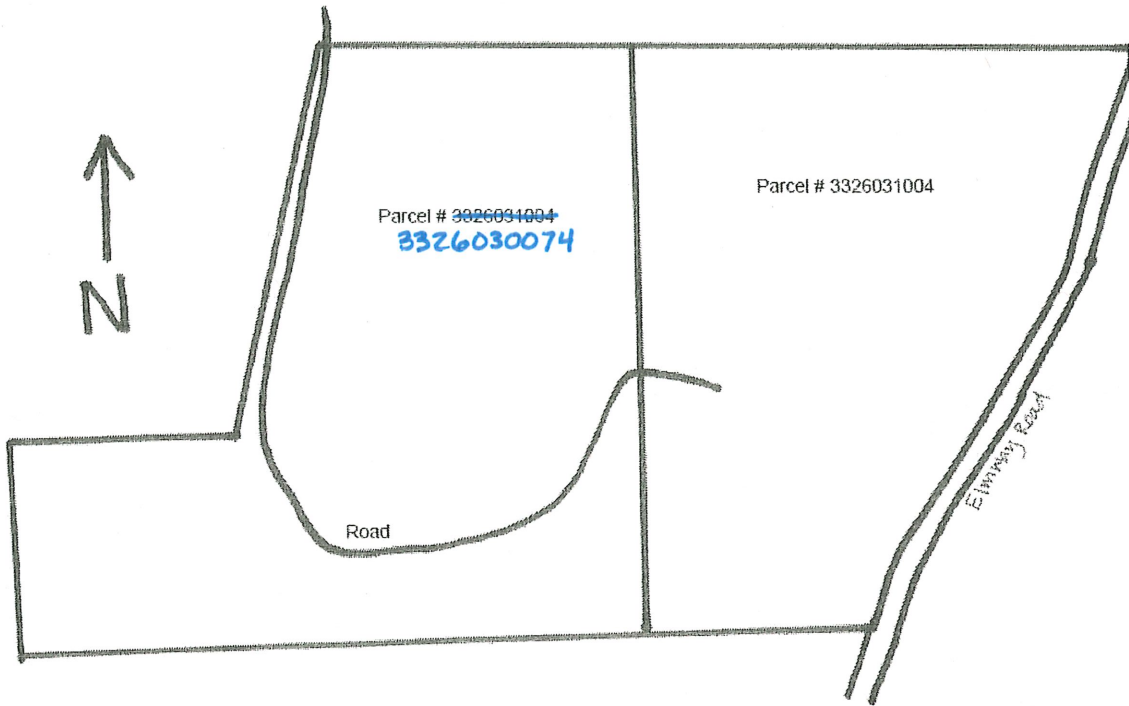
THAT PORTION OF GOVERNMENT LOT 2 (FR. NW NE) OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 26 E.W.M., LYING WESTERLY OF THE STATE HIGHWAY RIGHT OF WAY IN OKANOGAN COUNTY, WASHINGTON.

PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

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EXHIBIT B
Map



PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

1 **TO: CITY OF OMAK**
2 **FROM: ELIAS SANDOVAL**
3
4 **RE: PETITION TO EXCLUDE AGRICULTURAL LAND FROM THE CITY**
5 **OF OMAK**

6
7 Elias Sandoval, Petitioner, states and requests the following:

- 8 1) Petitioner resides in Okanogan County, Washington.
9
10 2) Petitioner is the owner of the real property described in Exhibit A and shown on
11 Exhibit B Map, attached hereto and hereinafter referred to as the "Property".
12 3) Petitioner respectfully requests the removal and exclusion of the agricultural Property
13 from the incorporated area of the City of Omak pursuant to RCW 35A.16.080.

14 WARNING

15 Every person who signs this petition with any other than his or her true name, or who knowingly
16 signs more than one of these petitions or signs a petition seeking an election when he or she is
17 not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who
18 makes herein any false statement, shall be guilty of a misdemeanor.

19 Each signature shall be executed in ink or indelible pencil and shall be followed by the name and
20 address of the signer and the date of signing.

21
22
23 Elias Sandoval
24 Elias Sandoval

25 8/9/2022
26 Date of Signing

27
28
29
30
31
32 PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

EXHIBIT A
LEGAL DESCRIPTION

Parcel # 3326030073, 3426340240

That portion of the Southeast quarter of the Southwest quarter of Section 34, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, described as follows:
COMMENCING at the Southeast corner of said subdivision and being the TRUE POINT OF BEGINNING;

THENCE along the South line thereof South 89°29'43" West a distance of 1305.16 feet to the southwest corner of said subdivision;

THENCE North 00°38'56" East a distance of 125.55 feet;

THENCE North 53°48'06" East a distance of 641.11 feet;

THENCE North 80°31'31" East a distance of 105.40 feet;

THENCE North 85°48'07" East a distance of 96.35 feet;

THENCE North 64°07'17" East a distance of 157.68 feet;

THENCE North 48°16'28" East a distance of 614.60 feet to the East line of said subdivision;

THENCE along said East line South 00°49'23" West a distance of 995.05 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of the Northeast quarter of the Northwest quarter of Section 3, Township 33 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, described as follows:

BEGINNING at the Northwest corner of said subdivision, a brass-capped concrete monument;

THENCE along the North boundary line of said subdivision, North 88°32'14" East a distance of 647.36 feet;

THENCE South 13°51'31" West a distance of 351.30 feet;

THENCE South 10°43'23" West a distance of 474.40 feet;

THENCE South 88°32'14" West a distance of 464.73 feet to the West boundary line of said subdivision;

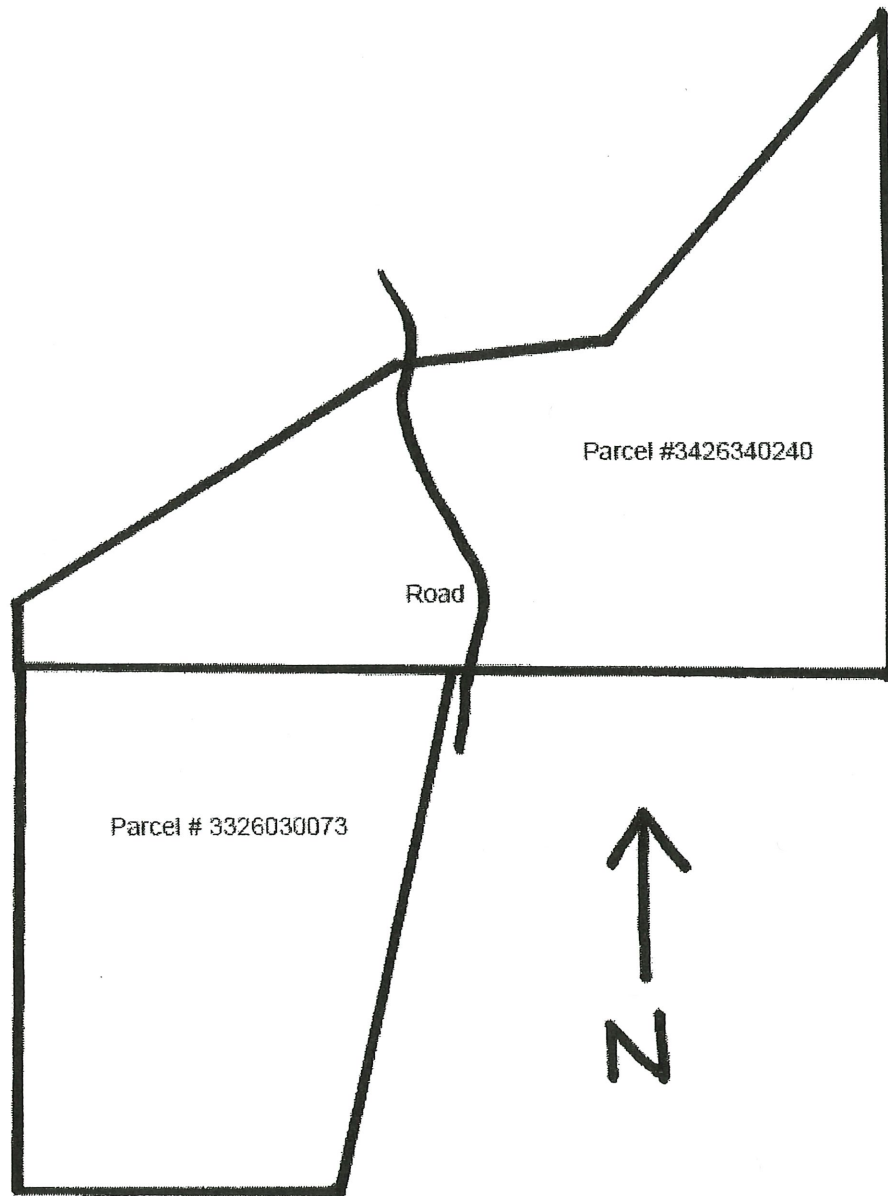
THENCE along said West boundary line, North 01°26'19" West a distance of 802.52 feet to the Northwest corner of said subdivision and the TRUE POINT OF BEGINNING.

PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

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EXHIBIT B
Map



PETITION

Derting & Appel, PLLC
Attorneys At Law
P.O. Box 845
Okanogan, WA 98840
509-422-1601

T34R26S34

PANORAMA POINT RD

PANORAMA POINT RD

JASMINE ST

JASMINE ST

HIGH DITCH DR

EMERALD ST

MIDDLE LN

NAUSLER RD

JASMINE ST

Okama Dr

215

P.# 3426340240

P.# 3326030073

P.# 3326031004

P.# 3326030074

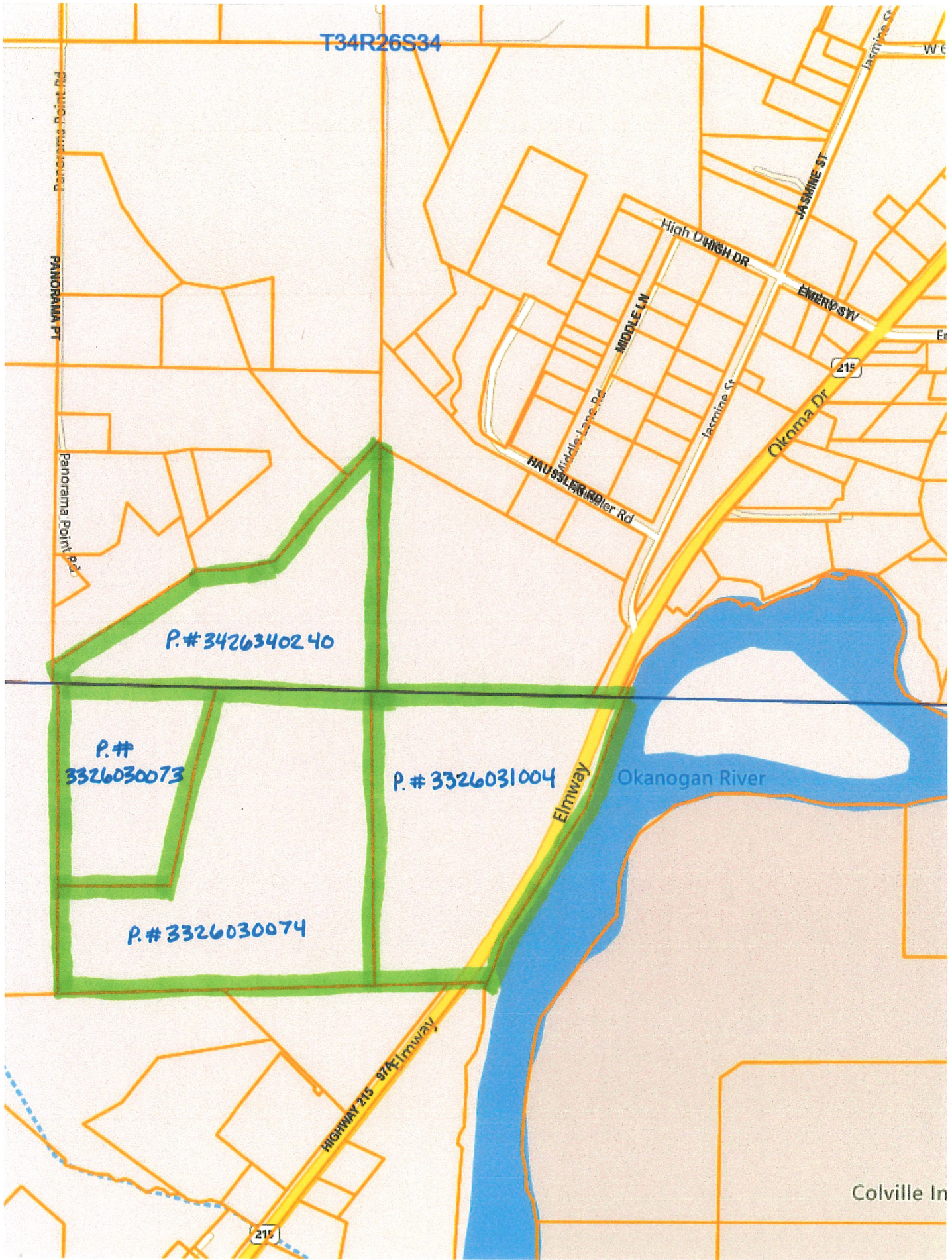
Elmway

Okanogan River

HIGHWAY 215 STATE HIGHWAY

215

Colville In



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 6, 2022

Subject: Resolution 52-2022 Approving the Purchase of Sewer Lift Station Pumps

The attached Resolution **52-2022, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF TWO NEW SEWER PUMPS AT THE DEWBERRY LIFT STATION**, is forwarded for your consideration.

During regular maintenance we found that one of the pumps at the Dewberry Lift Station had failed. It was sent off to be evaluated and found it is obsolete and not able to be repaired. Attached is a quote to purchase two pumps for the lift station. There is \$11,500.00 in the 2022 budget for the purchase of sewer liftstation pumps.

I support this Resolution and recommend its approval.

RESOLUTION NO. 52-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE SOLE SOURCE PURCHASE OF TWO NEW PUMPS AT THE DEWBERRY SEWER LIFT STATION

WHEREAS, during regularly scheduled testing, one of the sewer pumps at the Dewberry lift station failed; and

WHEREAS, this system must be restored as quickly as possible to provide the sewer lift station with the redundancy necessary to assure that no failures occur; and

WHEREAS, compatible original equipment pumps are available from Hydromantic, and

WHEREAS, the estimated cost of these new pumps is approximately \$10,874.69 plus freight from Pump Tech LLC., the Sole Source provider.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak do hereby approve the purchase of two new pumps for Dewberry Sewer Lift Station from Pump Tech LLC. Quote attached as Exhibit "A" in the estimated amount of \$10,874.69.

INTRODUCED AND PASSED this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

November 4, 2021

To: Whom it May Concern

Subject: Hydromatic Distribution

This letter is to advise you that PumpTech, Inc., headquartered in Bellevue, Washington, with branch offices in Moses Lake, Washington and Canby, Oregon, is the authorized distributor for the municipal market in the States of Oregon and Washington.

This agreement gives them the right to promote and sell Pentair Hydromatic Engineered Products for the municipal market in the States of Oregon and Washington. In addition, PumpTech, Inc. is the factory authorized warranty and service center for Hydromatic products in Oregon and Washington.

Please direct any inquiries or orders to PumpTech, Inc...

Sincerely,

A handwritten signature in blue ink, appearing to read "Ed Guffee", is written over the typed name.

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair C&IFT



PumpTech, LLC
 209 S Hamilton Rd
 Moses Lake, WA 98837
 Phone: 509-766-6330
 Fax: 509-766-6331
 nstark@pumptechnw.com

Sales Quotation

Customer#: 0110600

TO:
 Don Able
 Omak, City of
 PO Box 72
 Omak, WA 98841
 Phone: 509-826-1170
 Fax: 509-826-6531

Salesperson: Nathan Stark / Jade Thompson
Lead Time: SEE BELOW
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY

Quote #: 0168621
Date: 8/30/2022
Expires: 9/29/2022

Project Name: Hydromatic HPGX Pump

Item		Price	Qty	Extend
Open and Inspect	Fee for open and inspection of Hydromatic HPGLX200JD submersible Grinder pump. should the replacement or repair be authorized the inspection fee will be waived.	0.00	1.00	0.00
FINDINGS	Customer states pump keeps tripping the breaker. Parts that need to replaced are the cutter ring, radial cutter, both seals, both bearings. Motor bearings are bad causing the pump to trip. Motor needs clean dipped and baked and maybe rewind of the stator. Recommend replace pump.	0.00	1.00	0.00
	PLEASE NOTE THE HYDRAMATIC HPGLX200JD PUMP HAS BEEN OBSOLETED AND REPLACED BY THE PUMP BELOW	0.00		0.00
527030047	HYDRAMATIC HPGX200ED, 2HP, 230V, 3PH, 3.75" IMP TRIM	5,016.00	2.00	10,032.00
Freight	FOB: ORIGIN - PRE PAY AND ADD LEAD TIME: 1 - 4 WEEKS PLUS SHIPPING	0.00	1.00	0.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

SubTotal 10,032.00

The above order is subject to Pumptech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Sales Tax: 842.69

Signed: _____ **Total - Check/Cash:** 10,874.69

Name: _____ Title: _____ **Total - Card:** 11,228.12



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

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

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

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

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, LLC's sole obligation shall be, at PUMPTTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, LLC in such a state that PUMPTTECH, LLC may inspect the item immediately upon PUMPTTECH, LLC's receipt thereof. If found to be defective, PUMPTTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

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

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

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

(Purchaser's signature)

Printed Name & Title

(Date)

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 6, 2022

Subject: Resolution 53-2022 Approving the Purchase of a Fleet Pickup.

The attached Resolution 53-2022, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A PICKUP THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace equipment #271 that has been transferred to the police department.

This purchase was approved by Resolution 11-2022 and the order was placed. On August 16, 2022, we were notified Ford is stopping production of the 2022 model year F150 pickups. We were given until August 18, 2022, to resubmit our order for a 2023 model year pickup and 30 days to confirm or cancel the order. With this resolution I would like to confirm the order with the new attached quote. The price increased from \$41,066.26 to \$49,886.76 a difference of \$8,820.50.

The purchase of the fleet pickup was selected through the Washington State Procurement Cooperative. This purchase will be made through Bud Clary Ford a bona fide state vendor. This purchase will total \$49,886.76 not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

RESOLUTION NO. 53-2022

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

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

WHEREAS, the purchase of this vehicle was approved by Resolution 11-2022 and is no longer available; and

WHEREAS, the equipment is available through the Washington State Purchasing Cooperative, Bud Clary Ford, a bona fide Washington State Purchasing vendor, in the amount of \$49,886.76; 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 a fleet pickup, 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

Connie Thomas

From: Public Works
Sent: Wednesday, August 31, 2022 12:43 PM
To: Connie Thomas
Subject: FW: Vehicle Purchase Request - 2022-8-451 - OMAK, CITY OF - 22407

From: Equipment Rental <er@omakcity.com>
Sent: Monday, August 22, 2022 7:07 AM
To: Public Works <publicworks@omakcity.com>; Assistant Public Works Director <apwd@omakcity.com>
Cc: Connie Thomas <clerk@omakcity.com>; Todd McDaniel <admin@omakcity.com>
Subject: FW: Vehicle Purchase Request - 2022-8-451 - OMAK, CITY OF - 22407

Good morning,
This is an order to update the pickup we ordered in February that is not available.
Please let me know if and when I can move forward with placing this order,
Thank you,

Chad Cleveland
City of Omak
Fleet Maintenance Shop
509-826-9216
er@omakcity.com

From: ford orders <ford.orders@budclary.com>
Sent: Thursday, August 18, 2022 5:02 PM
To: Equipment Rental <er@omakcity.com>
Subject: RE: Vehicle Purchase Request - 2022-8-451 - OMAK, CITY OF - 22407

[External Email]

Thank you for the order, everything looks good. Please send a copy of your updated PO to ford.orders@budclary.com

Kathleen Brennan

Fleet Coordinator
Bud Clary Ford Hyundai
p 360-423-4321 ext. 7183
f 360-423-6056

FINAL ORDER DUE DATE:

08/18/22 F150 (gas/hybrid) / F150 Responder
08/31/22 F150 Lightning BEV
09/07/22 Transit / E-Transit

STOCK VEHICLES AVAILABLE ESCAPE - MACH-E - BRONCO SPORT - EXPLORER - MAVERICK - RANGER

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Wednesday, August 17, 2022 4:32 PM
To: ford orders <ford.orders@budclary.com>
Cc: er@omakcity.com
Subject: Vehicle Purchase Request - 2022-8-451 - OMAK, CITY OF - 22407

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford/Hyundai	Dealer Phone: (360) 423-4321 Ext: 7183
700 7th Avenue	Dealer Email: ford.orders@budclary.com
PO Box 127	
Longview WA 98632	

Organization Information

Organization: OMAK, CITY OF - 22407	Contact Email: er@omakcity.com
Order Contact: chad cleveland	Organization Reference #: city of omak
Contact Phone: 509-826-9216	Quote #: 2022-8-451
Vehicle Location: OMAK	
Comments: CARS Quote# Vehicle Model Vehicle Order Numbers Customer PO# 2022-2-285 22MY F150 S879 2022-281	

Color Options

Oxford White (YZ) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0830-001	2023 Ford F150 4WD	1	\$35,674.00	\$35,674.00
2023-0830-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2023-0830-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2023-0830-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2023-0830-005	INFORMATION ONLY: New for 2023MY, the standard base vehicle XL Trim Level #101A now includes Power Door Locks w/ Remote Keyless Entry, (4) flip keys w/ integrated key fob, two (2) USB charging ports and two (2) USB data charging ports, Cruise Control, Sideview Mirrors - manual-folding w/ power heated glass, Power Windows, Power Tailgate Lock and Reverse Sensing System. Due to commodity	1	\$0.00	\$0.00

constraints, Ford has required/included Automatic Auto Start-Stop DELETE #52X on these engines: 3.3L V6 4x2 only, 3.5L EcoBoost 4x4 only, 2.7L EcoBoost, 5.0L V8.

2023-0830-015 CREW Cab, 4WD, 157WB, 6.5 ft box, 5.0L V8 Engine (395HP) (16/22/18 MPG) (5.0L V8 is std with 157WB 4WD) (23MY: Auto Start-Stop Technology has been removed -- commodity constraint) (7150# GVWR, 2080# Payload, 3.31 RAR) (NEW: Crew Cab includes contents of Power Equipment Group) (W1E/100A/995/44G/157WB/413) 52X	1	\$8,406.00	\$8,406.00
2023-0830-030 Cloth Seats: 40/Console/40 Front Seat with flow-through console and steering column mounted shifter) (Ext/Crew Cab Only) (Not available with XLT Trim) (TTWS)	1	\$286.00	\$286.00
2023-0830-036 LED Warning Beacons (Amber/White strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (94W)	1	\$579.00	\$579.00
2023-0830-041 Black Platform Running Boards (Available with all cabs and trim levels) (18B)	1	\$242.00	\$242.00
2023-0830-045 Engine Block Heater (41H)	1	\$87.00	\$87.00
2023-0830-050 Integrated Trailer Brake Controller (Must also order Class IV Trailer Hitch #53B unless ordering Trailer Tow Package #53A, Max Trailer Tow Package #53C) (67T)	1	\$266.00	\$266.00
2023-0830-051 Class IV Trailer Hitch (53B) (includes smart trailer tow connector, 4-pin/7-pin connector, Class IV trailer hitch receiver) (53B)	1	\$303.00	\$303.00
2023-0830-215 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2023-0830-220 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$43.00	\$43.00

Request Totals

Total Vehicles:	1
Sub Total:	\$46,021.00
8.400 % Sales Tax:	\$3,865.76
Request Total:	\$49,886.76