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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, March 20, 2023 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

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

1. Appointment & Oath of Office - Jeremy Patrick, Fire Chief

**E. CONSENT AGENDA**

1. Approval of Minutes from March 6, 2023
2. Approval of 2023 Claims and February '23 Manual Checks

**F. NEW BUSINESS**

1. Res. 32-2023 Apprv Gray & Osborne Supplemental Agr.– 5<sup>th</sup> Ave Sidewalk Const.
2. Res. 33-2023 Apprv Emergency Repair of Backup Generator
3. Res. 34-2023 Apprv Purchase of Truck Chassis - WA State Purchasing Co-Op
4. Res. 35-2023 Apprv Purchase of Truck Chassis - WA State Purchasing Co-Op
5. Res. 36-2023 Approve Sole Source Purchase – Clarifier Parts
6. Res. 37-2023 Approve the Repair of Fleet Vehicle No. 400
7. Res. 38-2023 Apprv Interlocal Agr. with Ok County for Solid Waste Disposal
8. Ord. 1922 Amend Chapter 8.12 of the Omak Municipal Code – Solid Waste

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



Action by City Council

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Todd McDaniel, City Administrator

Date: March 20, 2023

Subject: **Resolution No. 32-2023** Approving a supplemental agreement for Contract Administration of the 5<sup>th</sup> Avenue Sidewalk Project.

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The Attached **Resolution 31-2023 Approving a Consultant Agreement with Gray & Osborne, Inc. for 5<sup>th</sup> Avenue Sidewalk Project Construction Phase**, is forwarded for your consideration.

The 5<sup>th</sup> Avenue project is now ready for construction. This agreement secures the services needed for construction services. This is a supplemental to the original agreement that provide for design services.

I support this resolution and urge it's adoption.

**RESOLUTION NO. 32-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
CONSULTANT SUPPLEMENTAL AGREEMENT WITH GRAY &  
OSBORNE, INC. FOR 5<sup>th</sup> AVENUE SIDEWALK CONSTRUCTION  
PHASE**

**WHEREAS**, the City of Omak has been approved and has accepted a grant from the Washington State Transportation Improvement Board (T.I.B) for construction of the 5<sup>th</sup> Avenue Sidewalk project; and

**WHEREAS**, Gray and Osborne was selected to provide services for the design and services needed for the construction of the 5<sup>th</sup> Avenue Sidewalk Project; and

**WHEREAS**, this project has been designed, bid, and awarded. Services are now needed for the construction phase of the project; and

**WHEREAS**, a Washington State Transportation Improvement Board, Consultant Supplemental Agreement has been prepared, that identifies the scope of work, responsibilities, and cost of construction administration for this project.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Omak, Washington approves the Consultant Supplemental with Gray and Osborne Inc. for 5<sup>th</sup> Avenue Sidewalk Construction Phase, a copy of which is attached as Exhibit "A". The Mayor is authorized to execute the Consultant Agreement on behalf of the City, and the City Clerk is authorized to attest to the Mayor's signature.

**INTRODUCED** and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Michael D. Howe, City Attorney



Transportation Improvement Board  
Consultant Supplemental Agreement

EXHIBIT A

Agency City of Omak

Project Number 6-E-987(P04)-1

Project Name 5<sup>th</sup> Avenue Sidewalk

Consulting Firm Gray & Osborne, Inc.

Supplement Phase Supplement for Construction Phase

The City of Omak desires to supplement the agreement entered into with Gray & Osborne and executed on July 6, 2020.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include

1. Provide project management to include management of engineering resources, risk management assessment, monitoring of Contractor's compliance with schedule, and assist City with TIB coordination during construction phase of project.
2. Assist in contract execution (Contractor and City), preconstruction conference (prepare agenda and meeting minutes), and issue formal Notice to Proceed.
3. Provide construction survey staking in compliance with the contract documents.
4. Provide support from office to include material submittal review, correspondence, review and processing of monthly pay estimates, teleconferences and other items to support Contractor inquiries and field activities.
5. Provide on-site inspection services to witness and document the Contractor's compliance with contract requirements to include methods, equipment and materials. This scope assumes: Part-time inspection, up to a maximum of 80 hours.
6. Assist the City in negotiation of change orders as may be applicable.
7. Provide Contractor with timely interpretation of contract document language as may be requested. Answer Contractor-sponsored requests for information (RFIs).
8. Assist the City in preparing project closeout paperwork in compliance with state law and TIB requirements.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2024

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \$57,000.00



Transportation Improvement Board  
Consultant Supplemental Agreement

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature <i>Michael B. Jelen</i>	Date 2/23/23



Transportation Improvement Board  
**Consultant Supplemental Agreement**

<b>EXHIBIT A</b>			
	<b>Original Agreement</b>	<b>Supplemental 1</b>	<b>Total</b>
Direct Salary Cost	\$3,864	\$8,000	\$11,864
Overhead (including Salary Additives)	\$7,187	\$14,880	\$22,067
Fixed Fee	\$1,623	\$3,360	\$4,983
Reimbursables	\$1,506	\$2,260	\$3,766
Subconsultant Cost	\$14,320	\$0	\$14,320
<b>Total</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>



Transportation Improvement Board  
**Consultant Supplemental Agreement**

Prepared by Michael Meskimen, P.E., Gray & Osborne, Inc.				Date February 23, 2023	
Project 5 <sup>th</sup> Avenue Sidewalk Improvements (Construction Engineering)					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	2	x	\$40 to \$61	=	\$110
Project Manager	16	x	\$36 to \$61	=	\$880
Civil Engineer	40	x	\$28 to \$41	=	\$1,640
Field Inspector	80	x	\$25 to \$44	=	\$3,200
Professional Land Surveyor	10	x	\$35 to \$46	=	\$460
Field Survey Crew (2 Person)	30	x	\$51 to \$68	=	\$1,710
<b>TOTAL DSC</b>					<b>\$8,000</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or 186% x \$8,000					<b>\$14,880</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or 42% x \$8,000					<b>\$3,360</b>
<b>REIMBURSABLES</b>					
Misc. Expenses, Including mileage, per diem, reproductions, etc.					<b>\$2,260</b>
<b>SUBCONSULTANTS</b>					
None					<b>\$0</b>
<b>GRAND TOTAL</b>					<b>\$28,500</b>

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 20, 2023

Subject: Resolution 33-2023- Approving, The Emergency Repair of the Backup Generator

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The Attached Resolution 33-2023, A RESOLUTION OF THE CITY COUNCIL OF OMAK, WASHINGTON, APPROVING EMERGENCY REPAIR OF A BACKUP GENERATOR, is forwarded for your consideration.

This repair was made by Cummins Sales and Service in the amount of \$8,773.57.

It was determined to be an emergency because it's the backup power for the sewer plant. If we were to lose power without having the generator operational, we would only have hours to avoid a health hazard.

I support this resolution and recommend its approval.



**RESOLUTION NO. 33-2023**

**A RESOLUTION OF THE CITY COUNCIL OF OMAK,  
WASHINGTON, APPROVING EMERGENCY REPAIR OF A BACKUP GENERATOR**

**WHEREAS**, The Public Works Department had the need to repair the backup generator at the wastewater treatment facility; and

**WHEREAS**, The Public Works Department determined the repair to be an emergency; and

**WHEREAS**, the total cost of repair is over \$7,500 requiring city council approval; and

**WHEREAS**, Cummins Sales and Service is the dealer for this equipment.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak, Washington, hereby approve the repair of the backup generator with Cummins Sales and Service in the amount of \$8,773.57

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

SPOKANE WA BRANCH  
 11134 W. WESTBOW BLVD  
 SPOKANE, WA 99224-  
 (509)455-4411

INVOICE NO
02-50171
TO PAY ONLINE LOGON TO <a href="http://customer.payment.cummins.com">customer.payment.cummins.com</a>

**BILL TO**

CITY OF OMAK  
 PO BOX 72  
 OMAK, WA 98841-0072

**OWNER**

PMA-WASTE WATER  
 635 FIR ST S  
 OMAK, WA 98841-  
 JESUS ARCINIEGA - 509 826-2383

PAGE 1 OF 2  
 \*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE			
06-MAR-2023	72		500FDF466688		ILI			
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL			
269303		27-JAN-2023	2769		500FDF466688-M00-W			
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE HOURS	PUMP CODE	UNIT NO.			
150123	LG886		473 / 473		MAIN			
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT

OSN/MSN/VIN

2769

**COMPLAINT**

SERVICE CALL-OUT

CUSTOMER STS: BATTERY DISCONNECTED PRIOR TO CHARGER BEING TURNED OFF CAUSING CIRCUIT BOARD(S) TO FRY.

3/2/2023 SECOND TRIP TO SITE TO MAKE REPAIR BASED ON TECH'S FINDINGS.

**CAUSE**

BURNT 1302 CONTROL BOARD AND HMI DISPLAY

**CORRECTION**

FIELD SERVICE-

8695-1/31/23

DROVE TO SITE, CHECKED IN WITH CUSTOMER, VERIFIED BURNT BOARD AND WIRES. INSPECTED DAMAGE AND ASSESSED. LOOKS LIKE WE WILL HOPEFULLY BE ABLE TO JUST REPLACE 1302 BOARD AND HMI 211 DISPLAY, BUT I WOULD LIKE TO QUOTE AND BRING THREE OTHER PARTS JUST IN CASE DUE TO LONG DRIVE.

8695-3/2/23

DROVE TO SITE AND CHECKED IN. VERIFIED BATTERIES WERE STILL UNHOOKED, PROCEEDED WITH REMOVAL OF OLD BURNT 1302 CONTROL BOARD AND HMI DISPLAY. INSTALLED BOTH COMPONENTS AND HOOKED UP HARNESSSES. FROM THERE SPENT SEVERAL HOURS ON COMPUTER TO PROGRAM AS THERE WAS NO SET FEATURE PAD. HAD TO MANUALLY ENTER EACH SET. ONCE COMPLETED GOT UNIT RUNNING AND COMPLETED A BUILDING LOAD TRANSFER WITH CUSTOMER THERE TO WITNESS. GAVE SOME INSTRUCTION IN PROPER WAY TO UNHOOK BATTERIES. CLEANED UP AND LEFT SITE.

THANK YOU

**COVERAGE**

CUSTOMER BILLABLE FOR THIS EVENT

**REMARK**

2/21/2023 JESUS ARCINIEGA AUTH REVISED ESTIMATE 9734.43 FOR SECOND TRIP TO MAKE REPAIRS ON TECH'S FINDINGS.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

SPOKANE WA BRANCH  
 11134 W. WESTBOW BLVD  
 SPOKANE, WA 99224-  
 (509)455-4411

<b>INVOICE NO</b>
02-50171
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

CITY OF OMAK  
 PO BOX 72  
 OMAK, WA 98841-0072

**OWNER**

PMA-WASTE WATER  
 635 FIR ST S  
 OMAK, WA 98841-  
 JESUS ARCINIEGA - 509 826-2383

PAGE 2 OF 2  
 \*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
06-MAR-2023	72		500FDF466688		ILI
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
269303		27-JAN-2023	2769		500FDF466688-M00-W
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE HOURS	PUMP CODE	UNIT NO.
150123	LG886		473 / 473		MAIN

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	LIST PRICE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		2769						
1		1	327-1617-01	PCB ASSY (PCC1302 CONTROL	ONAN	1,600.59	1,528.67	1,528.67
1		1	300-6014	CONTROL ASSY (DYNAM 2 DIS	ONAN	437.51	417.85	417.85
1		1	FREIGHT	FREIGHT	P1-FREIGHT	195.00	195.00	195.00

PARTS: 2,141.52  
 PARTS COVERAGE CREDIT: 0.00CR  
 TOTAL PARTS: 2,141.52  
 SURCHARGE TOTAL: 0.00  
 LABOR: 1,881.88  
 LABOR COVERAGE CREDIT: 0.00CR  
 TOTAL LABOR: 1,881.88  
 TRAVEL: 2,895.20  
 TRAVEL COVERAGE CREDIT: 0.00CR  
 TOTAL TRAVEL: 2,895.20  
 MISC.: 1,190.20  
 MISC. COVERAGE CREDIT: 0.00CR  
 TOTAL MISC.: 1,190.20  
 HAZ WASTE DISPOSAL 100.00  
 ROAD MILEAGE 1,090.20  
 CITY 118.71  
 LOCAL 31.66  
 STATE 514.40

You saved \$91.58 on your parts.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 8,108.80  
 TOTAL TAX: 664.77  
 TOTAL AMOUNT: US \$ 8,773.57

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 20, 2023

Subject: Resolution 34-2023 Approving the purchase of a Truck Chassis and Attachments.

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The Attached Resolution 34-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

This will replace equipment #120 a 1988 Perterbuilt that entered our fleet in 1998

The purchase of the Truck Chassis and Attachments was selected through the Washington State procurement cooperative. This purchases will be made through Gordon Truck Center, Inc. a bona fide state vendor. This Purchase will total \$215,541.68 not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 34-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS.**

**WHEREAS**, Public works has identified the need to replace a dump/plow truck; and

**WHEREAS**, a single chassis and the necessary attachments has been selected to replace this equipment; and

**WHEREAS**, the Equipment Rental Fund has been adequately funded for the replacement and purchase of this equipment; and

**WHEREAS**, the chassis, dump bed available for purchase through the Washington State Cooperative Purchasing Program; and

**WHEREAS**, Gordon Truck Center Inc, a bona fide state purchasing vendor, has provide a quote for the needed equipment in the amount of \$215,541.68.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the purchase of a new truck chassis and attachments from Gordon Truck Centers, Inc., a copy of the quote attached hereto as exhibit "A", is hereby approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A



GORDON TRUCK CENTERS DEALER FAMILY

## City Of Omak

### Freightliner 108SD Plus Series Quote Details

#### WA State IFB 03920

#### 108SD Plus Series Chassis Pricing:

Cab & Chassis Retail Price	\$163,034.86
Class 8 4X2 Bid Discount 38.65%	\$(63,012.97)
Chassis Subtotal:	<b>\$100,021.89</b>

#### Additional Items:

Cobalt 12' Dump Body and Hydraulics	\$161,369.19
Class 8 4X2 Discount 38.65%	\$(62,369.19)
Additional Items Subtotal:	<b>\$99,000.00</b>

#### Summary

Chassis Price	\$100,021.89
Cobalt 12' Dump Body and Hydraulics	\$99,000.00
WA State Sales Tax 8.2%	\$16,319.79
Admin Fee	\$200.00
<b>Total Sale Price</b>	<b>\$215,541.68</b>





**FREIGHTLINER  
of HAWAII**

GORDON TRUCK CENTERS DEALER FAMILY

**VEHICLE PURCHASE AGREEMENT**

**TOLL FREE ALL STORES 800-523-8014**

Buyer's Name <u>City Of Omak</u>	Order Date <u>3 / 13 / 2023</u>
Address <u>2 Ash Street North</u>	Estimated Delivery Date <u>Q1 / / 2024</u>
City <u>Omak</u> State <u>WA</u> Zip <u>98841</u>	Sales Rep <u>Jim Banner</u>
Business Phone <u>(509) 826-9216</u> Cell Phone _____	Customer Email <u>er@omakcity.com</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>100,021.89</u>
Federal Excise Tax Per Unit	\$ _____
Subtotal Price Per Unit	\$ <u>100,021.89</u>
Additional Description	_____

Stock Number <u>TBD</u>	<input checked="" type="checkbox"/> New
VIN Number <u>TBD</u>	<input type="checkbox"/> Used
Year <u>2024</u> Color <u>White</u>	
Make <u>Freightliner</u>	
Model <u>108SD Plus Series</u>	
Tractor/Truck/Trailer <u>Single Axle Dump/Plow Truck</u>	

WA DOT Awarded Contract # 03920

Subject to model year increase if chassis is built after 12/31/23

Additional Items Per Unit (Not included in base price)	\$ _____
Cobalt 12' Dump & Hydraulics	\$ <u>99,000.00</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Administration Fee	\$ <u>200.00</u>
Title/Transfer Fee Per Unit	\$ _____
Trip/Fuel Permit Per Unit	\$ _____
Subtotal:	\$ <u>199,221.89</u>
Sales Tax Rate: <u>8.200</u> %	\$ <u>16,319.79</u>
Less: Deposit	\$ <u>0.00</u>
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance	\$ <u>215,541.68</u>

*(DUE ON DELIVERY)*

**TRADE IN: CONDITION REPORT REQUIRED**

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN Number _____		
Loan Balance Owed To _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____		
Equity \$ <u>0.00</u>		

**SALES LOCATION**

- Nampa, ID (208) 461-4751
- Mt. Vernon, WA (877) 848-0472
- Hermiston, OR (800) 657-5408
- Pacific, WA (800) 282-0699
- La Grande, OR (800) 843-1195
- Olympia, WA (855) 245-4635
- Coburg, OR (541) 225-2030
- Ridgefield, WA (360) 887-7562
- Redmond, OR (541) 548-7497
- Spokane, WA (888) 744-0390
- Medford, OR (541) 779-4622
- Union Gap, WA (800) 378-9478
- Kapolei, HI (808) 682-4315

Signature X \_\_\_\_\_  
 Date X \_\_\_\_\_



# VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Omak  
Sales Rep Jim Banner

Order Date 3 / 13 / 2023

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

**PRICE INCREASES:** Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

**VEHICLE DELIVERY TERMS:** Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

**FEDERAL EXCISE TAX:** (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

## GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
  - a. Instructions are available for customer reference
4. Cashier's Check
  - a. Must be from local banks only – out of state transactions are wire transfer/ACH only
  - b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

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### Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Omak  
Name of Authorized Representative \_\_\_\_\_  
Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_  
Date \_\_\_\_\_ X \_\_\_\_\_

### Gordon Truck Centers Inc.

Accepted This Date By:

X \_\_\_\_\_, Sales Manager

Date \_\_\_\_\_

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 20, 2023

Subject: Resolution 35-2023 Approving the purchase of a Truck Chassis and Attachments.

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The Attached Resolution **35-2023 A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

This will replace equipment #106 a 1988 Perterbuilt that was purchased in 1998 and a 1994 Perterbuilt water truck that was purchased in 2008.

This will reduce our truck fleet by one truck and add a slip in water tank to be used during the summer months.

The purchase of the Truck Chassis and Attachments was selected through the Washington State procurement cooperative. This purchases will be made Gordon Truck Center Inc a bona fide state vendor. This Purchase will total \$316,613.22 not to include graphics and other specialized items not included through the bid process.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 35-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS.**

**WHEREAS**, Public works has identified the need to replace a dump/plow truck and water truck; and

**WHEREAS**, a single chassis and the necessary attachments has been selected to replace this equipment; and

**WHEREAS**, the Equipment Rental Fund has been adequately funded for the replacement and purchase of this equipment; and

**WHEREAS**, the truck chassis, dump bed and water tank are available for purchase through the Washington State Cooperative Purchasing Program; and

**WHEREAS**, Gordon Truck Center Inc, a bona fide state purchasing vendor, has provide a quote for the needed equipment in the amount of \$316,613.22.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the purchase of a new truck chassis and attachments from Gordon Truck Centers, Inc., a copy of the quote attached hereto as exhibit "A", is hereby approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A



GORDON TRUCK CENTERS DEALER FAMILY

## City Of Omak

### Freightliner 114SD Plus Series Quote Details

#### WA State IFB 03920

#### 108SD Plus Series Chassis Pricing:

Cab & Chassis Retail Price	\$217,462.19
Class 8 6X4 Bid Discount 40.25%	\$(87,528.53)
<b>Chassis Subtotal:</b>	<b>\$129,933.66</b>

#### Additional Items:

Cobalt Upfit	\$271,966.52
Class 8 4X2 Discount 40.25%	\$(109,466.52)
<b>Additional Items Subtotal:</b>	<b>\$162,500.00</b>

#### Summary

Chassis Price	\$129,933.66
Cobalt Upfit	\$162,500.00
WA State Sales Tax 8.2%	\$23,979.56
Admin Fee	\$200.00
<b>Total Sale Price</b>	<b>\$316,613.22</b>





**FREIGHTLINER**  
of **HAWAII**

GORDON TRUCK CENTERS DEALER FAMILY

**VEHICLE PURCHASE AGREEMENT**

**TOLL FREE ALL STORES 800-523-8014**

Buyer's Name <u>City Of Omak</u>	Order Date <u>3 / 13 / 2023</u>
Address <u>2 Ash Street North</u>	Estimated Delivery Date <u>Q1 / / / 2024</u>
City <u>Omak</u> State <u>WA</u> Zip <u>98841</u>	Sales Rep <u>Jim Banner</u>
Business Phone <u>(509) 826-9216</u> Cell Phone _____	Customer Email <u>er@omakcity.com</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>129,933.66</u>
Federal Excise Tax Per Unit	\$ _____
Subtotal Price Per Unit	\$ <u>129,933.66</u>
Additional Description	_____

Stock Number	<u>TBD</u>	<input checked="" type="checkbox"/> New
VIN Number	<u>TBD</u>	<input type="checkbox"/> Used
Year	<u>2024</u>	Color <u>White</u>
Make	<u>Freightliner</u>	
Model	<u>114SD Plus Series</u>	
Tractor/Truck/Trailer	<u>Tandem Axle Dump/Plow Truck</u>	

WA DOT Awarded Contract # 03920

Subject to model year increase if chassis is built after 12/31/23

Additional Items Per Unit (Not included in base price)	
	\$ _____
Cobalt Upfit	\$ <u>162,500.00</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Administration Fee	\$ <u>200.00</u>
Title/Transfer Fee Per Unit	\$ _____
Trip/Fuel Permit Per Unit	\$ _____
Subtotal:	\$ <u>292,633.66</u>
Sales Tax Rate: <u>8.200</u> %	\$ <u>23,979.56</u>
Less: Deposit	\$ <u>0.00</u>
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance	\$ <u>316,613.22</u>
<i>(DUE ON DELIVERY)</i>	

**TRADE IN: CONDITION REPORT REQUIRED**

Year	Make	Model
Body Type	Color	
VIN Number		
Loan Balance Owed To		
Address		
City	State	Zip
Trade Allowance	\$ _____	
Balance Owing	\$ _____	
Equity	\$ <u>0.00</u>	

**SALES LOCATION**

- |   |  |
|---|--|
| <input type="checkbox"/> Nampa, ID<br>(208) 461-4751                | <input type="checkbox"/> Hermiston, OR<br>(800) 657-5408 |
| <input type="checkbox"/> Mt. Vernon, WA<br>(877) 848-0472           | <input type="checkbox"/> La Grande, OR<br>(800) 843-1195 |
| <input type="checkbox"/> Pacific, WA<br>(800) 282-0699              | <input type="checkbox"/> Coburg, OR<br>(541) 225-2030    |
| <input type="checkbox"/> Olympia, WA<br>(855) 245-4635              | <input type="checkbox"/> Redmond, OR<br>(541) 548-7497   |
| <input type="checkbox"/> Ridgefield, WA<br>(360) 887-7562           | <input type="checkbox"/> Medford, OR<br>(541) 779-4622   |
| <input type="checkbox"/> Spokane, WA<br>(888) 744-0390              | <input type="checkbox"/> Kapolei, HI<br>(808) 682-4315   |
| <input checked="" type="checkbox"/> Union Gap, WA<br>(800) 378-9478 |  |

Signature X \_\_\_\_\_  
Date X \_\_\_\_\_

# VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Omak  
Sales Rep Jim Banner

Order Date 3 / 13 / 2023

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

**PRICE INCREASES:** Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

**VEHICLE DELIVERY TERMS:** Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

**FEDERAL EXCISE TAX:** (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

## GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
  - a. Instructions are available for customer reference
4. Cashier's Check
  - a. Must be from local banks only – out of state transactions are wire transfer/ACH only
  - b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

---

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### Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Omak

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_

Date \_\_\_\_\_ X \_\_\_\_\_

### Gordon Truck Centers Inc.

Accepted This Date By:

X \_\_\_\_\_, Sales Manager

Date \_\_\_\_\_

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Assistant Public Works Director

Date: March 20, 2023

Subject: Resolution 36-2023 Approving the purchase of Clarifier parts.

---

The attached Resolution 36-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE PURCHASE OF CLARIFIER PARTS**, is forwarded for your consideration.

Attached is a quote from Lakeside Equipment Corporation for the purchase of clarifier rebuild parts. These parts are to rebuild clarifier #1 at the wastewater treatment facility. Lakeside Equipment Corporation is the Sole Source provider of this equipment.

This purchase is added parts determined to be needed for the project approved by Resolution 62-2022 which was the original purchase.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 36-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE  
PURCHASE OF CLARIFIER PARTS**

**WHEREAS**, the wastewater treatment plant has the need to rebuild clarifier 1; and

**WHEREAS**, the parts are available through Lakeside Equipment Corporation; and

**WHEREAS**, Lakeside Equipment Corporation 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 Clarifier parts with Lakeside Equipment Corporation, the quote attached hereto as "Exhibit A".

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



# EXHIBIT A

1022 E Devon Ave, BARTLETT IL 60103  
T: (630) 837-5640 F: (630) 837-5647 E: parts@lakeside-equipment.com  
https://www.lakeside-equipment.com/

## PARTS REPLACEMENT QUOTE

DATE: 03/03/2023  
FOR: CITY OF OMAK  
ATTN: Jesus Arciniega  
FROM: LaVar Parish

EMAIL: wwtp@omakcity.com  
SUBJECT: Quote #:77-116 OMAK, WA  
QUOTE NO: Q23000234  
Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear : Jesus Arciniega

We are pleased to quote the following replacement parts for your Equipment(s). Your current costs are as follows:

<b>Equipment No : 2 - 46' SpiraFlo Clarifiers</b>		77-116-02	
1 EA	B56764C SLUDGE SCRAPER DRIVE SHAFT, STAINLESS STEEL	NOTE	\$24,201.00
1 EA	B49640D STEADY SHAFT. STAINLESS STEEL	NOTE	\$1,470.00

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sales are in accordance with GIL-108, copy attached

**NOTE: Lakeside will accept payment by Credit Card. A 3% Service Charge will be added to the invoice upon shipment**

Shipment would be 4-6 WEEKS after receiving an order subject to the shop's backlog at the time of the order.

In an effort to become more efficient Lakeside would prefer to invoice clients by email whenever possible. When ordering if you could verify the email address you wish to have the invoice sent to it would be appreciated. We will still be glad to mail the invoice if you wish

We thank you for this opportunity to quote and are looking forward to being of service to you

Very truly yours,

LaVar Parish  
E-Mail:lp@lakeside-equipment.com  
CC :Goble Sampson Assoc. Inc./ UT ( SALT LAKE CITY,UT)

**QUOTATION ACCEPTED BY:**

_____
Sign as Agent for Purchaser
_____
Print Name
_____
Title
_____
Company
_____
Date

**CONDITIONS OF SALE**  
**(REPLACEMENT PARTS)**

THIS QUOTATION IS SUBJECT TO THE FOLLOWING CONDITIONS OF SALE:

You are hereby notified that unless we receive notice (as a part of your purchase order, or in a separate writing, if acceptance is oral) of your rejection of any of these conditions, these conditions shall become a part of the agreement between us. Acceptance is good only when received by us at our offices in Bartlett, Illinois.

**ACCEPTANCE:** This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from the date of the attached written proposal. The order will be subject to written acceptance by our company's executive office.

**TERMS:** Net due thirty (30) days after date of shipment. Any balance remaining due thirty-one (31) days beyond the shipment date will be subject to a monthly service fee of one and one-half percent (1.5%) per month on the unpaid balance until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees.

**CONTRACT:** We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and your company's authorized officer, and attached hereto. All terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Illinois, under the Illinois Revised Statutes, Chapter 26, Paragraphs 1-101 et. seq., on the date of execution of this agreement. This agreement is divisible: Any claim or rejection by the Buyer as to one part of the order shall not alter the obligations of the Buyer as to any other part or parts delivered under this agreement. If any clause of this agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and as so modified the clause shall be binding on the parties and the remaining provisions of the agreement shall not be affected by the modification of any unconscionable clause.

**TAXES & OTHER CHARGES:** Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt, you will need to provide us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf.

**INSPECTION, CLAIMS AND ACCEPTANCE OF GOODS:** Buyer shall immediately inspect the equipment upon receipt thereof. Claims for errors of shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment, and shall be in writing. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of the equipment. Failure to make such inspection shall be a waiver of the right to make such an inspection prior to payment for the goods, shall be a waiver of any defect which inspection would have revealed, and shall prevent Buyer from subsequently rejecting or revoking acceptance of the goods for any reason. Modifications to *Lakeside's* equipment done by others to meet *OSHA* or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the attached written proposal. (See also WARRANTY, below.)

**TITLE OF GOODS AND SECURITY INTEREST:** Until all amounts due hereunder have been paid in full, title shall not pass from Seller to Buyer, and Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

**CANCELLATION:** Cancellation or suspension of this contract will be accepted only upon terms that will indemnify *Lakeside Equipment Corporation* against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for the reasonable and proper cancellation charges accrued by Seller.

**TRANSPORTATION EXPENSE:** Unless otherwise noted, the price as shown in this agreement (pursuant to the attached written proposal) includes freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense.

**RISK OF LOSS:** You shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment.

**CHANGES & DELAYS-COST:** If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto. We also shall not be liable for delay in delivery caused by any reason beyond our control,

including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or supply difficulties, or intervention by any governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

**PATENTS:** We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you, or the combination thereof by you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

**LIABILITY:** It is expressly understood and agreed herein that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts as are required under WARRANTY, below, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

WARRANTY

*Lakeside Equipment Corporation ("Lakeside")* warrants to Buyer that equipment sold hereunder, of its manufacture, are free from defect in material and workmanship, and are of the kind and quality designated or described herein. This warranty shall be in full force and effect from the time of shipment of such equipment for a period of ninety (90) days from the date of shipment. *Lakeside* will furnish without charge, but will not install, replacements for such parts as it finds to have been defective, and the obligation of *Lakeside* to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give *Lakeside* notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than thirty (30) days after the warranty period shall be valid.

This warranty shall not apply to:

- A. Any equipment which, in the judgment of *Lakeside*, has been subjected to misuse, neglect or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without *Lakeside's* specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in *Lakeside's* Operator's Manual for such equipment.
- D. Modification to the equipment by others to meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.
- E. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

No allowances will be made for any such alterations or corrective work done without the specific written consent of *Lakeside*. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in *Lakeside's* proposal, is not warranted in any way by *Lakeside*, but carries only that manufacturer's warranty, if any. No representative of *Lakeside* has any authority to waive, alter, vary or add to the terms hereof without prior written approval. There shall be no third party beneficiary to the warranties contained in this agreement.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

**ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or any modification thereof, shall be settled in Kane County, Illinois, by Arbitration in accordance with the laws of the State of Illinois, and the current Rules of the American Arbitration Association, and the parties consent to jurisdiction of the Circuit Court for the 16th Judicial Circuit, Kane County, State of Illinois, and further consent that any process or notice of motion or other application to such Court or a judge thereof may be served outside the State of Illinois by registered mail or by personal service, provided a reasonable time for appearance is allowed. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof, which shall include the county of arbitration.

**CONFIDENTIAL INFORMATION:** All information and data herein furnished to Buyer, relating to price, size, type and design is submitted with the understanding that it is for Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.



1022 E. Devon Avenue | P.O. Box 8448 | Bartlett, IL 60103  
T: 630-837-5640 | F: 630-837-5647 | E: sales@lakeside-equipment.com  
www.lakeside-equipment.com

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September 20, 2022

City of Omak  
635 S. Fir St.  
Omak, WA 98841

Attention: Jesus Arciniega

Subject: Omak, WA  
S.O.# 77-116  
46'-0" Dia. Spiraflo Clarifier

Greg,

This is to confirm that Lakeside Equipment Corporation is the Manufacturer and Sole Distributor for the replacement parts for your 46' Spiraflo Clarifier purchased in 1977.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

*LaVar L. Parish*

LaVar L. Parish  
LP:bm

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: March 20, 2023

Subject: Resolution 37-2023 Approving the Repair of Fleet Vehicle No. 400

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The attached Resolution 37-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE REPAIR OF FLEET VEHICLE NO. 400**, is forwarded for your consideration.

This is the Code Enforcement pickup. It had a loud engine noise and was taken to the local dealer for diagnosis and repair, and has been repaired.

This is a 2014 with just under 82,000 miles and is scheduled to be replaced in 2025. The total cost of the repair is \$11,928.01.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 37-2023**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE REPAIR OF  
FLEET VEHICLE NO. 400**

**WHEREAS**, the Public Works Department determined the need to repair fleet vehicle No. 400; and

**WHEREAS**, the purchasing policy requires City Council approval for purchases over \$5,000; and

**WHEREAS**, the total cost of parts and labor for this repair are \$11,928.01;

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the repair of fleet vehicle No. 400, a copy of the invoice attached hereto as Exhibit "A" is hereby approved, and the mayor is authorized to affect all necessary action for the payment of this invoice.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

CUSTOMER #: 150

108632



\*INVOICE\*

707 OKOMA DR  
OMAK, WA 98841  
(509) 826-2000

CITY OF OMAK  
PO BOX 72  
OMAK, WA 98841  
HOME: 509-826-9216 CONT: 509-826-9216  
BUS: 509-826-1170 CELL: 509-322-2130

PAGE 1

www.jessfordofomak.com

SERVICE ADVISOR: 710 SAVANNAH SMALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER/R15	14	RAM 1500	1C6RR7FG2ES318750	54800D	81954/81965	T5629	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DL			17:00 17MAR23	59-400		CASH	07MAR23
R.O. OPENED	READY	OPTIONS: ENG:3.6 LITER TRN:A					
08:54 03FEB23	13:39 07MAR23						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES THAT VEHICLE HAS A CAMSHAFT / LIFTER NOISE, KNOCKING NOISE PLEASE CHECK AND ADVISE

MISC CUSTOMER STATES THAT VEHICLE HAS A CAMSHAFT LOUD NOISE KNOCKING PLEASE CHECK AND ADVISE  
57 CPCD

860.00 860.00

81954 POSSIBLE FLAT CAM OR TIMING CONCERN 6.00 VERIFIED CUSTOMER CONCERN FOUND IMMEDIATELY ON START UP, A TICKING NOISE FROM THE ENGINE. SCANNED VEHICLE AND FOUND POWER TRAIN CODE P219A IN RELATION WITH VALVE TRAIN CONCERN. REMOVED PCV INTAKE HOSE TO SEE IF ANY OIL IS PRESENT IN THE HOSE END ATTACHED TO THE INTAKE MANIFOLD, FOUND AN OIL PUDDLE INSIDE OF THE HOSE AT THE INTAKE. RECOMMEND TEAR DOWN DUE TO EXCESSIVE OIL IN THE PCV SYSTEM AND TO INSPECTED VALVE TRAIN. DRAINED OIL AND FOUND MINOR METAL DEBRIS IN THE OIL. REMOVED INTAKE MANIFOLD AND VALVE COVERS IN ORDER TO INSPECT TOP END VALVE TRAIN, FOUND INTAKE CAM ON BANK 1 SEVERELY SCORED AS WELL AS SLUDGE THROUGHOUT THE BANK 1. REMOVED TIMING COVER IN ORDER TO INSPECT TIMING ASSY AND FOUND RIGHT SIDE SECONDARY TIMING CHAIN HOLDING VERY LITTLE TENSION AS COMPARED TO ON THE LEFT SIDE SECONDARY CHAIN. RECOMMEND CUSTOMER REPLACE LONG BLOCK DUE TO OIL CONTAMINATION AND DAMAGE DONE TO THE VALVE TRAIN. REBUILDING THE VALVE TRAIN CAN BE PERFORMED HOWEVER CANNOT GUARANTEE THE LONGEVITY OF THE ENGINE. WILL RECHECK UPON COMPLETION OF REPAIR OPTION.

\*\*\*\*\*

B MULTI POINT INSPECTION

99P MULTI POINT INSPECTION

57 ISP

(N/C)

GBATT BATTERY CONDITION GOOD

57 ISP

(N/C)

GTIRE FRONT L AND R TIRES WERE 10/32" AND REAR L AND R WERE 8/32"

57 ISP

(N/C)

GBK ALL BRAKE PADS WERE 8MM

57 ISP

(N/C)

81954 MPI 0.00 COMPLETED MPI

\*\*\*\*\*

<p><b>WARRANTY DISCLAIMER:</b> ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</p> <p>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</p>	<p><b>*SHOP SUPPLY COSTS:</b> We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.</p>	DESCRIPTION	TOTALS
	LABOR AMOUNT		
	PARTS AMOUNT		
	GAS, OIL, LUBE		
	SUBLET AMOUNT		
	MISC. CHARGES *		
	TOTAL CHARGES		
	LESS INSURANCE		
	SALES TAX		
	PLEASE PAY THIS AMOUNT		

DATE: 3-7-2023  
CUSTOMER SIGNATURE: C Cleveland  
AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE:



CUSTOMER #: 150

108632



\*INVOICE\*

707 OKOMA DR  
OMAK, WA 98841  
(509) 826-2000

CITY OF OMAK  
PO BOX 72  
OMAK, WA 98841  
HOME: 509-826-9216 CONT: 509-826-9216  
BUS: 509-826-1170 CELL: 509-322-2130

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SERVICE ADVISOR: 710 SAVANNAH SMALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER/R15	14	RAM 1500	1C6RR7FG2ES318750	54800D	81954/81965	T5629	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			17:00 17MAR23			CASH	07MAR23
R.O. OPENED	READY	OPTIONS: ENG:3.6 LITER TRN:A					
08:54 03FEB23	13:39 07MAR23						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C** REMOVE AND REPLACE LH AND RH INTAKE CAMSHAFT, PHASERS, OIL CONTROL VALVES, EXHAUST PASHER, LIFTERS, CAM FOLLOWERS, TIMING CHAINS AND TENSIONERS, CHAIN GUIDES, TIMING COVER GASKET.							
MISC REMOVE AND REPLACE LH AND RH INTAKE CAMSHAFT AND ALL OTHER PARTS -							
57 CPCD							
1	5184379AH		CAMSHAFT-INTAKE		392.00	392.00	392.00
1	5184377AH		CAMSHAFT-EXHAUST		407.00	407.00	407.00
1	5184370AI		GEAR-CAMSHAFT		104.00	104.00	104.00
1	5184369AH		PHASER-CAMSHAFT		115.00	115.00	115.00
1	5184380AH		CAMSHAFT-INTAKE		392.00	392.00	392.00
1	5184378AH		CAMSHAFT-EXHAUST		392.00	392.00	392.00
1	5184370AI		GEAR-CAMSHAFT		104.00	104.00	104.00
1	5184369AH		PHASER-CAMSHAFT		115.00	115.00	115.00
24	5184296AH		ARM-VALVE		13.45	13.45	322.80
1	5184352AF		CHAIN-TIMING SECONDARY		74.50	74.50	74.50
1	5047790AA		TENSIONER-TENSIONER		25.30	25.30	25.30
1	5047886AA		TENSIONER-CHAIN		214.00	214.00	214.00
1	5047791AA		GUIDE-TIMING CHAIN		32.75	32.75	32.75
1	5184352AF		CHAIN-TIMING SECONDARY		74.50	74.50	74.50
1	5047792AA		TENSIONER-TENSIONER		23.70	23.70	23.70
1	5047885AA		TENSIONER-CHAIN		222.00	222.00	222.00
1	5047794AA		GUIDE-TIMING CHAIN		43.50	43.50	43.50
1	5184355AF		CHAIN-TIMING PRIMARY		29.60	29.60	29.60
1	5047891AA		TENSIONER-CHAIN		179.00	179.00	179.00
1	5184392AD		GUIDE-TIMING CHAIN		9.20	9.20	9.20
1	5184093AE		TENSIONER-CHAIN		17.60	17.60	17.60
1	68078604AA		GASKET-CHAIN CASE COVER		4.75	4.75	4.75
1	68079589AA		SEAL-CRANKSHAFT OIL		21.85	21.85	21.85
1	5184596AE		GASKET-CYLINDER HEAD COVER		20.85	20.85	20.85
1	5184595AE		GASKET-CYLINDER HEAD COVER		21.50	21.50	21.50
1	5184894AA		SEAL-THERMOSTAT		16.35	16.35	16.35
1	5184425AK		TUBE-OIL PICKUP		18.60	18.60	18.60
1	4861928AA		BELT-SERPENTINE		55.10	55.10	55.10

**WARRANTY DISCLAIMER:** ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE \_\_\_\_\_ CUSTOMER SIGNATURE \_\_\_\_\_ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE \_\_\_\_\_

*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.	DESCRIPTION	TOTALS
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LABOR AMOUNT	
	PARTS AMOUNT	
	GAS, OIL, LUBE	
	SUBLET AMOUNT	
	MISC. CHARGES *	
	TOTAL CHARGES	
	LESS INSURANCE	
	SALES TAX	
	PLEASE PAY THIS AMOUNT	

CUSTOMER #: 150

108632



\*INVOICE\*

707 OKOMA DR  
OMAK, WA 98841  
(509) 826-2000

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CITY OF OMAK  
PO BOX 72  
OMAK, WA 98841  
HOME: 509-826-9216 CONT: 509-826-9216  
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SERVICE ADVISOR: 710 SAVANNAH SMALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER/R15	14	RAM 1500	1C6RR7FG2ES318750	54800D	81954/81965	T5629	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DE			17:00 17MAR23			CASH	07MAR23
R.O. OPENED	READY	OPTIONS: ENG:3.6 LITER TRN:A					
08:54 03FEB23	13:39 07MAR23						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6	5184562AC	GASKET-INTAKE	PLENUM		6.50	6.50	39.00
6	SP149125AF	SPARK	PLU		24.40	24.40	146.40
4	5184855AB	SEAL			15.00	15.00	60.00
1	68082860AB	*ADHESIVE-RTV	GRAY		13.70	13.70	13.70
1	68191349AC	FILTER-ENGINE	OIL		12.75	12.75	12.75
6	XO*5W20*BSP	MOTORCRAFT	SAE 5W-20 API GF-5		5.25	5.25	31.50
24	5184332AA	TAPPET-VALVE	LASH		9.00	9.00	216.00
1	5184150AF	VALVE-OIL	CONTROL		105.00	105.00	105.00
1	FRT	Freight			20.00	20.00	20.00
1	68083202AC	VALVE-PCV			108.00	108.00	108.00
1	68312674AA	CHAIN-OIL	PUMP DRIVE		56.00	56.00	56.00
1	FRT	Freight			20.00	20.00	20.00
1	5184150AF	VALVE-OIL	CONTROL		155.00	155.00	155.00
1	5184150AF	VALVE-OIL	CONTROL		155.00	155.00	155.00
1	5184150AF	VALVE-OIL	CONTROL		155.00	155.00	155.00
6	5184778AB	SEAL-SPARK	PLUG WELL		18.85	18.85	113.10
1	68312674AA	CHAIN-OIL	PUMP DRIVE		75.00	75.00	75.00
3	68163849AB	*ANTIFREEZ-COOLANT			17.50	17.50	52.50
1	5184377AH	CAMSHAFT-EXHAUST			423.00	423.00	423.00
1	5184296AH	ARM-VALVE			14.00	14.00	14.00
1	5184332AA	TAPPET-VALVE	LASH		15.00	15.00	15.00

81954 SCORED CAM LOBES. 30.00 REMOVED VALVE COVERS, ENGINE TIMING COVER, AND OIL PAN TO FULLY ACCESS THE ENGINE TIMING SYSTEM. REPLACED ALL CAMSHAFTS, LIFTERS, AND ROLLERS. ALSO REPLACED TIMING CHAINS, TENSIONERS, GUIDES, OIL CONTROL VALVES AND CAM PHASERS DUE TO LOOSE TIMING CHAINS BEING FOUND DURING DIAGNOSIS. REASSEMBLED AND RESEALED ENGINE WITH MOPAR THREE BOND AND FILLED COOLING SYSTEM. CHARGED A/C WITH 510g OF R134YF FREON. VERIFIED OPERATION UPON COMPLETION FOUND FUNCTIONING AS MANUFACTURER INTENDED.

\*\*\*\*\*

D\*\* (BGDER) HIGH MILEAGE Engine Protection, this service will be the most effective clean up since the vehicle was new. Dramatic improvements in runability and performance! Also provides, \$3000 of Engine Coverage! Ask us how!!

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	<small>ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.</small>	LABOR AMOUNT	
	PARTS AMOUNT		
	GAS, OIL, LUBE		
	SUBLET AMOUNT		
	MISC. CHARGES *		
	TOTAL CHARGES		
	LESS INSURANCE		
	SALES TAX		
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY THIS AMOUNT

CUSTOMER #: 150

108632



\*INVOICE\*

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PAGE 4

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SERVICE ADVISOR: 710 SAVANNAH SMALL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER/R15	14	RAM 1500	1C6RR7FG2ES318750	54800D	81954/81965	T5629	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			17:00 17MAR23			CASH	07MAR23
R.O. OPENED	READY	OPTIONS: ENG:3.6 LITER TRN:A					
08:54 03FEB23	13:39 07MAR23						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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BGDER (BGDER) HIGH MILEAGE Engine Protection,  
this service will be the most effective  
clean up since the vehicle was new. Dramatic  
improvements in runability and performance!  
Also provides, \$3000 of Engine Coverage! Ask  
us how!!

57 CPCD		60.00	60.00
1 KE09N1C1 BG GAS ENG RESTO KIT	299.95	299.95	299.95
3 68191349AC FILTER-ENGINE OIL	12.75	12.75	38.25

81954 ENGINE RESTORATION 1.50 PERFORMED RESTORATION SERVICE, FILLED  
ENGINE WITH 6 QTS BG CLEANING OIL AND RAN AT 3000 RPM. DRAINED OIL AND  
FILLED WITH 5W-20 OIL AND REPLACED OIL FILTER. FOUND OK AT THIS TIME

\*\*\*\*\*

E\*\* WIPER BLADE REPLACEMENT

WB WIPER BLADE REPLACEMENT  
57 CPCD

2 WW*2202*PF BLADE ASY - WIPER	18.00	18.00	36.00
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81954 STREAKS 0.10 REMOVED AND REPLACED WIPER BLADES.

\*\*\*\*\*

\*\*\*\*\*

ESTIMATE: 12,000.00 10FEB23 11:16 SA: 710

CONTACT:

\*\*\*\*\*

DATE: \_\_\_\_\_

FUND: \_\_\_\_\_

ASK US ABOUT OUR FLEXIBLE PAYMENT OPTIONS FOR  
PARTS AND SERVICE INVOICES



I HEREBY CERTIFY THE MATERIALS,  
SERVICES OR LABOR DESCRIBED ON THE  
ATTACHED INVOICE(S) HAS BEEN PROVIDED  
AND PAYMENT MAY BE MADE  
SIGNED: \_\_\_\_\_

<p><b>WARRANTY DISCLAIMER:</b> ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</p> <p>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</p>	<p><b>*SHOP SUPPLY COSTS:</b> We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$75.00, to the Repair Order for shop supplies used in connection with this repair.</p>	DESCRIPTION	TOTALS
	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LABOR AMOUNT	5123.20
		PARTS AMOUNT	5768.60
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES *	115.00
		TOTAL CHARGES	11006.80
		LESS INSURANCE	0.00
		SALES TAX	921.21
		PLEASE PAY THIS AMOUNT	11928.01

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: March 20, 2023

Subject: Resolution 38-2023 Approving and Addendum with the County for  
Solid Waste

---

The attached Resolution 38-2023 APPROVING AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR SOLID WASTE DISPOSAL, is forwarded for your consideration.

The cities of Okanogan County are partnered with Okanogan County through an Interlocal agreement that requires solid waste to be disposed of, at a county facility. The intent of the agreement is to ensure that a viable disposal facility exist within the county that has the capacity and revenues for current and future needs.

This addendum would allow for the diversion of waste outside of the county system. The County is seeking a surcharge for the diversion that will be passed on to the customer.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 38-2023**

**A RESOLUTION APPROVING AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND OKANOGAN COUNTY FOR SOLID WASTE DISPOSAL**

**WHEREAS**, Okanogan County and the City of Omak entered into an Interlocal Agreement on May 7, 2018 by Resolution 35-2018, that designated the County solid waste system for the disposal of all solid waste generated within the corporate limits of the City of Omak; and

**WHEREAS**, the City desires the flexibility to allow its commercial customers within the corporate limits of the City to dispose of solid waste outside the County's solid waste system.

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby approve the Addendum to the Interlocal Agreement between the City of Omak and Okanogan County for solid waste disposal, attached here to as Exhibit "A". The Mayor is authorized to execute the Addendum on the behalf of the City.

**INTRODUCED AND PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Michael D. Howe, City Attorney

**Addendum to Interlocal Agreement  
Solid Waste Disposal System  
Between Okanogan County ("County") and the City of Omak ("City")  
Entered into on the 7th day of May 2018**

WHEREAS the County and City entered into an Interlocal Agreement on May 7, 2018 ("Agreement") that designated the County solid waste system for the disposal of all solid waste generated within the corporate limits of the City;

WHEREAS the City desires the flexibility to allow its commercial customers within the corporate limits of the City to dispose solid waste outside the County's solid waste system and export waste outside the County

NOW, THEREFORE, the County and City agree as follows:

1. This Addendum amends the Interlocal Agreement Solid Waste Disposal System between County and City dated May 7, 2018.
2. All of the terms, conditions and provisions in the Agreement remain in full force and effect and are unchanged except as expressly amended hereby.
3. The City may allow commercial customers within the corporate limits of the City to export and dispose the customer's solid waste outside the County's solid waste system and outside the County so long as the solid waste is disposed at a permitted solid waste disposal site or facility that meets or exceeds the requirements of Okanogan County's Comprehensive Solid Waste and Moderate Risk Waste Management Plan.
4. The City shall require a commercial customer opting to export its solid waste outside the County's solid waste system to pay a utility surcharge for each ton exported. The utility surcharge shall be equivalent to 25 percent of the current tipping fee.

APPROVED by the City Council of the City of Omak,  
Washington, at an Open Public Meeting the \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

APPROVED by the Board of County Commissioners of  
Okanogan County, Washington, at an Open Public  
Meeting the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chris Branch, Chairman

\_\_\_\_\_  
Andy Hover, Vice Chair

\_\_\_\_\_  
Jon Neal, Member

Attested:

\_\_\_\_\_  
Lalena Johns, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Esther Milner, Chief Civil Deputy



## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: March 20, 2023

Subject: Ordinance 1922 - Diversion of Solid Waste

---

The attached **Ordinance 1922 - Amending Chapter 8.12 of the Omak Municipal Code relating to Solid Waste Disposal**, is forwarded for your consideration.

Our city code and the partnership with Okanogan County regarding the disposal of solid waste limits, commercial customers from using alternate disposal methods. These methods may include recycling, composting, re-use, and incineration.

SunOpta has a companywide plan to reduce solid waste inputs to the landfill and has asked for the ability to divert their waste stream to other disposal facilities. This amendment allows for such a diversion by a city approved agreement between the city contract hauler and the customer.

If the city approves the agreement between the city hauler and the customer, those rates and services will be billed to the customer, to include County diversion fees, and all state and local taxes.

This ordinance and the agreements to follow, are a result of talks with SunOpta, Sunrise Disposal, Okanogan County Landfill, and the City Attorney.

I support this Resolution and Urge its Adoption.

**ORDINANCE NO. 1922**

**AN ORDINANCE AMENDING CHAPTER 8.12 OF THE OMAK MUNICIPAL CODE RELATING TO SOLID WASTE DISPOSAL**

**WHEREAS**, the disposal of solid waste impacts the environment; and

**WHEREAS**, alternate solid waste disposal methods, that include recycling, re-use, composting and incineration, can be used to help mitigate the effects of solid waste disposal; and

**WHEREAS**, these alternate means of solid waste disposal are not provide by the City of Omak through it partnership in the Okanogan County Comprehensive Solid Waste Management Plan; and

**WHEREAS**, the inclusion of this section will allow for the diversion of solid waste to other facilities that can provide alternate disposal methods.

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

**Section 1.** The Inclusion of **Section 8.12.111** of the Omak Municipal Code providing as follows:

**8.12.111 Commercial-Diversion to approved facility.**

The City retains the right and authority to approve a contract between the city's contract hauler and a commercial customer, within the city, to provide pickup of garbage and refuse and to divert the same to an approved waste disposal facility outside of Okanogan County, on the condition that the parties fully comply with the most recent terms of the Interlocal Agreement, entered into between the City of Omak and the Okanogan County.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of March 2023.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Michael D. Howe, City Attorney

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

Passed by City Council: \_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the City Council of the City of Omak passed Ordinance No. 1922.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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