

A G E N D A

**GRANT COUNTY PUBLIC UTILITY DISTRICT
30 C Street SW – Commission Meeting Room
Ephrata, Washington
COMMISSION MEETING
Tuesday, August 8, 2023**

An Executive Session may be called at any time for purposes authorized by the Open Public Meetings Act

- 8:30 a.m.** Executive Session
- 9:00 a.m.** Commission Convenes
Review and Sign Vouchers
- 9:30 a.m.** Reports from staff
- 12:00 Noon** Lunch
- 1:00 p.m.** Safety Briefing
Pledge of Allegiance
Attendance
Public requests to discuss agenda items/non-agenda items
Correspondence
Business Meeting

1. Consent Agenda

Approval of Vouchers

Meeting minutes of July 25, 2023

2. Regular Agenda

3. Review Items For Next Business Meeting

XXXX – Resolution Providing for the Filing of a Proposed Budget for the Year 2024, Setting a Date for Public Hearing Thereon and Authorizing Notice of Such Meeting.

Motion authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 470-11968 with Blue Compass RV for the cost of purchase of a 2022 Jayco Precept 36A Class A Motorhome /replacement of vehicle #102 (WANDU) with cost totaling \$149,863.00 plus tax and license fees for a total of \$164,000.53. (xxxx)

4. Calendar

5. Reports from Staff (if applicable)

6. Adjournment

CONSENT AGENDA

Draft – Subject to Commission Review

REGULAR MEETING OF PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY

July 25, 2023

The Commission of Public Utility District No. 2 of Grant County, Washington, convened at 8:30 a.m. at Grant PUD's Main Headquarters Building, 30 C Street SW, Ephrata, Washington and via Microsoft Teams Meeting / +1 509-703-5291 Conference ID: 596 502 173# with the following Commissioners present: Nelson Cox, President; Tom Flint, Vice-President; Terry Pyle, Secretary; Larry Schaapman, Commissioner and Judy Wilson, Commissioner.

An executive session was announced at 8:30 a.m. to last until 8:55 a.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g), to discuss pending litigation pursuant to RCW 42.30.110(1)(i), and to discuss lease or purchase of real estate if disclosure would increase price pursuant to RCW 42.30.110(1)(b). The executive session concluded at 8:55 a.m. and the regular session resumed.

The Commission convened to review vouchers and correspondence.

The Commission recessed at 9:15 a.m.

The Commission resumed at 9:30 a.m.

A round table discussion was held regarding the following topics: continued public interest in status of Small Modular Reactor (SMR) and Hydrogen exploration; request for report regarding large power new connection request queue data; replacement of WANDU – Wanapum travelling Discovery Unit; inquiry into service center staffing and public accessibility; follow-up with state agencies regarding transmission route evaluation; strategy deployment report out; and recent meeting with Yakama Nation and Yakama Power.

John Price, Senior Safety Coordinator, presented a Safety Report.

Shannon Kellam, Engineer II, presented Safety Training – *First Aid and CPR Refresher*.

Dale Campbell, Senior Manager of Power Production Engineering; Ben Pearson, Senior Manager of Hydro Generation; and Kasey Grant, Manager of Asset Management, provided the Power Production Performance Report.

Ron Alexander, Managing Director of Power Delivery, presented the Power Deliver Report and provided an Overview of the Apprenticeship Program.

An executive session was announced at 12:10 p.m. to last until 12:55 p.m. to review performance of a public employee with legal counsel present pursuant to RCW 42.30.110(1)(g), to discuss pending litigation with legal counsel present pursuant to RCW 42.30.110(1)(i), and to discuss lease or purchase of real estate if disclosure would increase price with legal counsel present pursuant to RCW 42.30.110(1)(b). The executive session concluded at 12:55 p.m. and the regular session resumed.

Mike Eyler, Grand Coulee, spoke in opposition to discontinuation of staffing a full-time serviceman in Grand Coulee.

Anita Eyler, Grand Coulee City Council Member, spoke on behalf of the citizens of Grand Coulee and requested increased Grant PUD related communication with the city of Grand Coulee.

George Shutt, Soap Lake, addressed the Commission regarding personal perspective on Columbia River flows and fish bypass operations.

Consent agenda motion was made Mrs. Wilson and seconded by Mr. Flint to approve the following consent agenda items:

Payment Number	133443	through	133776	\$21,862,290.51
Payroll Direct Deposit	220054	through	220874	\$2,457,269.65
Payroll Tax and Garnishments	20230712A	through	20230718A	\$1,069,075.77

Meeting minutes of July 11, 2023.

After consideration, the above consent agenda items were approved by unanimous vote of the Commission.

Motion was made by Mr. Flint and seconded by Mr. Schaapman authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Change Order No. 2 to Contract 130-11080R with Basin Tree and Pest Service increasing the not-to-exceed contract amount by \$699,824.00 for a new revised contract total of \$3,560,037.00 and resetting the delegated authority levels to the authority granted to the General Manager/CEO per Resolution No. 8609 for charges incurred as a result of Change Order No. 2. After consideration, the motion passed by unanimous vote of the Commission.

The Commissioners reviewed future agenda items.

Resolution No. 9026 relative to awarding a contract was presented to the Commission. Motion was made by Mr. Schaapman and seconded by Mr. Flint to approve Resolution No. 9026. After consideration, the motion passed by unanimous vote of the Commission.

RESOLUTION NO. 9026

A RESOLUTION ACCEPTING A BID AND AWARDING CONTRACT 170-11777, FOR
SUPPLYING ACSR & AAC CONDUCTOR FOR THE QUINCY TRANSMISSION EXPANSION
PLAN (QTEP)

Recitals

1. Bids were publicly opened on June 14, 2023 for Contract 170-11777, for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP);
2. Bid proposals were received from the following suppliers/contractors and evaluated by Grant PUD's staff;
 - Stuart C. Irby Company \$6,989,236.58
 - Border States (Southwire) \$7,407,732.72
 - Border States (Prysmian) \$9,272,609.92
 - Wesco/Anixter (Southwire) \$8,771,134.68
 - Wesco/Anixter (Priority Wire & Cable) \$8,836,859.50
 - General Pacific (CME – Adjustable) \$8,706,998.02
 - General Pacific (CME – Firm) \$8,910,157.31
 - American Wire Group \$11,204,882.35
3. The low bid, submitted by Stuart C. Irby Company is both commercially and technically compliant with Grant PUD's contract requirements;
4. The bid is less than the Engineer's Estimate of \$17,000,000.00; and
5. Grant PUD's Senior Manager of Power Delivery and General Manager concur with staff and recommend award to Stuart C. Irby Company as the lowest responsible and best bid based on Grant PUD's plan and specifications.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the General Manager is authorized to enter into a contract, Contract 170-11777, for Supplying ACSR & AAC Conductor for the Quincy Transmission Expansion Plan (QTEP) with Stuart C. Irby Company of Portland, Oregon in the amount of \$6,989,236.58 plus

applicable sales tax, upon receipt of the required payment and performance bond in a manner satisfactory to Grant PUD’s Counsel.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 25th day of July, 2023.

The Commission calendar was reviewed.

Amanpreet Singh, Economist, presented the Load Variance and Load Forecast Report.

The Commission recessed at 2:44 p.m.

The Commission resumed at 2:50 p.m.

Dmitriy Turchik, Manager of Internal Audit, presented the proposed 2023-2024 Audit Plan. After review, the 2023-2024 Audit Plan was verbally approved by the Commission.

Trade association and committee reports were reviewed.

An executive session was announced at 3:21 p.m. to last until 3:30 p.m. to review performance of a public employee pursuant to RCW 42.30.110(1)(g). The executive session concluded at 3:30 p.m. and the regular session resumed.

There being no further business to discuss, the Commission adjourned at 3:30 p.m. on July 25 and reconvened on Thursday, August 3 at 3:00 p.m. at the Moses Lake Latter Day Saints (LDS) Temple, 401 Yonezawa Boulevard, Moses Lake, Washington for the purpose of attending a facility tour and any other business that may come before the Commission with the following Commissioners present: Judy Wilson, Nelson Cox, Tom Flint, Terry Pyle and Larry Schaapman. A copy of the notice of adjournment was posted to the Grant PUD website.

There being no further business to discuss, the July 25, 2023 meeting officially adjourned at 4:30 p.m. on August 3, 2023.

Nelson Cox, President

ATTEST:

Terry Pyle, Secretary

Tom Flint, Vice President

Larry Schaapman, Commissioner

Judy Wilson, Commissioner

REGULAR AGENDA

For Commission Review – 08/08/2023

RESOLUTION NO. XXXX

A RESOLUTION PROVIDING FOR THE FILING OF A PROPOSED BUDGET FOR THE YEAR 2024, SETTING A DATE FOR PUBLIC HEARING THEREON AND AUTHORIZING NOTICE OF SUCH MEETING

Recitals

1. Pursuant to RCW 54.16.080, Grant PUD is required to prepare a proposed budget and file it in its records on or before the first Monday in September;

WHEREAS, the preliminary proposed Budget of Revenue and Expenditures for Grant PUD for the year 2023 is attached hereto as Exhibits A and B; and

WHEREAS, public comment on the proposed budget will be officially open October 12th during the regular scheduled Commission Meeting and the District is planning to schedule public hearings regarding the proposed 2023 budget in the month of October at which any rate payer may appear and be heard for or against the whole or any part thereof.

NOW, THEREFORE BE IT RESOLVED by the Commission of Public Utility District No. 2 of Grant County, Washington, that the preliminary 2024 budget is hereby made a part of the District's official records and public comment regarding the proposed 2023 budget shall open October 10th, 2023 during the regular scheduled Commission Meeting and conclude upon adoption of the budget. Notice of scheduled public hearings shall be published at least two consecutive weeks prior to the public hearing in a newspaper printed and of general circulation in Grant County.

PASSED AND APPROVED by the Commission of Public Utility District No. 2 of Grant County, Washington, this 22nd day of August, 2023.

President

ATTEST:

Secretary

Vice President

Commissioner

Commissioner

SUMMARY OF CONSOLIDATED FORECASTED FINANCIAL RESULTS

Combined Financial Results**Exhibit A - \$ in thousands - 2024 Budget**

Budgeted Items	Actuals	Forecast	Budget Forecast
	2022	2023	2024
Total O&M	\$ 167,074	\$ 179,942	\$ 190,505
Taxes	\$ 21,151	\$ 23,767	\$ 23,767
Electric Capital	\$ 86,550	\$ 81,252	\$ 74,445
PRP Capital	\$ 69,822	\$ 88,447	\$ 100,749
Total Capital	\$ 156,372	\$ 169,698	\$ 175,195
Debt Service (net of Rebates)	\$ 74,190	\$ 76,393	\$ 75,917
Total Expenditures	\$ 418,787	\$ 449,800	\$ 465,383
Expenditures offsets for deduction			
Contributions in Aid of Construction	\$ (10,781)	\$ (10,713)	\$ (12,257)
Sales to Power Purchasers at Cost	\$ (28,654)	\$ (21,108)	\$ (16,775)
Net Power (+ Expense, -Revenue)	\$ (86,554)	\$ (118,892)	\$ (81,477)
Total Expenditures Offset	\$ (125,989)	\$ (150,713)	\$ (110,508)
Total Budgeted Expenditures	\$ 292,798	\$ 299,087	\$ 354,875

Combined Financial Results**Exhibit B - \$ in thousands - 2024 Budget**

CONSOLIDATED OPERATIONAL PERFORMANCE	Actuals	Forecast	Budget Forecast
	2022	2023	2024
Sales to Power Purchasers at Cost	\$ 28,654	\$ 21,108	\$ 16,550
Retail Energy Sales	\$ 265,721	\$ 284,387	\$ 322,727
Net Power (Net Wholesale + Other Power Revenue)	\$ 86,554	\$ 118,892	\$ 81,477
Fiber Optic Network Sales	\$ 12,775	\$ 12,300	\$ 12,500
Other Revenues	\$ 3,409	\$ 2,574	\$ 2,574
Operating Expenses	\$ (167,074)	\$ (179,942)	\$ (190,505)
Taxes	\$ (21,151)	\$ (23,767)	\$ (23,767)
Net Operating Income (Loss) Before Depreciation	\$ 208,888	\$ 235,553	\$ 221,557
Depreciation and amortization	\$ (78,312)	\$ (80,626)	\$ (82,246)
Net Operating Income (Loss)	\$ 130,576	\$ 154,927	\$ 139,310
Interest, debt and other income	\$ (50,943)	\$ (30,919)	\$ (33,044)
CIAC	\$ 10,781	\$ 10,713	\$ 12,257
Change in Net Position	\$ 90,414	\$ 134,721	\$ 118,523

M E M O R A N D U M

July 24, 2023

TO: Board of Commissioners
Rich Wallen, General Manager

VIA: Bonnie Overfield, CFO

FROM: John Mertlich, Sr. Manager FP&A

SUBJECT: 2024 Preliminary Proposed Budget Filing

Purpose: To submit the 2024 preliminary Proposed Budget Filing per RCW and establish a period of public comment for the proposed budget.

Discussion: Per RCW 54.16.080, the District is required annually to submit a proposed filing and schedule a public hearing for the upcoming year's budget. "The Commission shall prepare a proposed budget of the contemplated financial transactions for the ensuing year and file it in its records, on or before the first Monday in September". Accordingly, on August 24th the preliminary Proposed Budget Filing and corresponding Resolution will be submitted to the Commission for filing in the District's records. The RCW states that a period of public comment on the budget will be opened beginning the first Monday of October through the end of the public hearings. ****Note: due to the regularly scheduled Commission meetings taking place on the 2nd and 4th Tuesdays of October; the official opening of the budget will take place on October 10th (the second Tuesday) at the regular scheduled meeting.** The public hearings are tentatively scheduled for October 10th and 12th. Public hearings will be advertised two weeks prior to the hearing.

The 2024 preliminary Proposed Budget Filing is a reflection of management's commitment to:

- Continue to deliver on the 7 key Strategic Objectives.
- Focus on long-term value for all customers.
- Investing in assets ensures access to long-term, low-cost PRP resource.
- Increased focus on efficiency gains, containing costs, and pursuing new revenue sources to ensure financial health while delivering power reliably.
- Retail electric price increases, needed for financial stability, not planned to exceed 2.5% for 2024.

Recommendation: As established by RCW, approve the attached resolution providing for the 2023 preliminary Proposed Budget Filing and establishment of a period for public comment.

Cc: Mitch Delabarre

For Commission Review – 08/08/2023

Motion was made by _____ and seconded by _____ authorizing the General Manager/CEO, on behalf of Grant PUD, to execute Contract 470-11968 with Blue Compass RV for the cost of purchase of a 2022 Jayco Precept 36A Class A Motorhome /replacement of vehicle #102 (WANDU) with cost totaling \$149,863.00 plus tax and license fees for a total of \$164,000.53.

xxxx

MEMORANDUM

August 3, 2023

TO: Board of Commissioners

VIA: Bonnie Overfield, Chief Financial Officer
Fallon Long, Senior Manager of Internal Services (FL)

FROM: Brian Barrows, Fleet Maintenance Manager (BB)

SUBJECT: Contract 470-11968 – Purchase of 38’ motorhome

Purpose: To request Commission approval to purchase a 2022 Jayco Precept motorhome to replace the Current WANDU (1999 model year) unit.

Discussion: The current WANDU unit is a 1999 model year and has reached the end of its life, the unit has become undependable and needs to be replaced. The new unit we would like to purchase meets the user’s needs and with slide outs will add more square footage for displays. By putting the displays in the slideouts it will improve foot traffic flow in the unit. This unit will also be able to have a wheelchair lift installed to meet ADA guidelines and an additional door behind the rear axle to bring people through the rear door and out the front door. The current unit has 2 doors but when the wheelchair lift is needed, they must remove the steps to access the wheelchair lift. The replacement unit was put out to bid but unfortunately we received no bids.

Justification: Our replacement schedule is based on the total cost of ownership model. Ideally equipment is replaced before it exceeds its optimum economic life. The schedule prioritizes replacements based on equipment costs and availability of capital funding. By not addressing the purchase in a timely manner, over time the older vehicles will have increased down time and maintenance costs, potentially causing delayed response to user’s needs.

Financial Considerations: Costs for the replacement of vehicle #102 (WANDU) is \$149,863.00 plus tax for a total of \$164,000.53. This is included in our capital budget as part of our equipment replacement schedule. This unit is a new 2022 model year with an original sticker price of \$224,288.00, since it is a previous model year, it has a considerable discount of \$74,425.00

Contract Specifics: Unfortunately, a qualified bid for this contract was not received at the time of bid opening.

Review of the situation by the District’s Procurement staff and General Counsel determined that in light of the District receiving no compliant bids on the contract, the District could choose to purchase on the open market in lieu of readvertising if it receives no bids per RCW 54.04.080 with Commission approval.

RCW 54.04.080 states, *“The commission may procure materials in the open market, have its own personnel perform the work or negotiate a Contract for such work to be performed by others, in lieu of readvertising, if it receives no bid.”*

A was secured from Blue Compass RV Group, in full Technical Specifications that were listed in the Bid Document 470-11968.

Expected completion of the contract would be August 31st, 2023.

Recommendation: Commission approval to purchase the 2022 Jayco precept motorhome to replace the current WANDU motorhome. A Purchase Order will be issued upon Commission approval.

Legal Review: See attached e-mail(s).

2022 Precept

Jeff Shaw <Jeff.Shaw@BlueCompassRV.com>

Fri 7/28/2023 12:04 PM

To:bbarrow@gcpud.org <bbarrow@gcpud.org>

Cc:Chad Comstock <Chad.Comstock@BlueCompassRV.com>

Hello Brian,

Chad asked for me to send you a Sale Price on our 2022 Precept 36A Class A Motorhome Vin# 1F66F5DN4M0A18070 current miles of 2202. The Sale Price will be \$149,863.00 plus sales tax, lic. fee of \$300.00 & doc fee of \$200.00. The price quoted will be accepted as long as said motorhome is available to purchase, the motorhome is available for sale and will not be held without a signed purchase order and down payment is received. Please feel free to reach out with any questions.

Thank you



Jeff Shaw

Email: Jeff.shaw@bluecompassrv.com

Store Phone: 509-921-9977

19605 E Cataldo Ave

Liberty Lake, WA 99016

ADDITIONAL TERMS AND CONDITIONS TO PURCHASE AGREEMENT

In this contract the words I, me, and my refer to the Buyer and Co-Buyer signing this contract. The words you and your refer to the Dealer.

I, further agree (continued from the other side of the contract):

1. **TIME OF PERFORMANCE.** That I shall pay you full purchase price and perform any obligations under this contract which I am obligated to perform before or at the time of delivery of the unit purchased. If I do not complete this purchase as a cash transaction, I agree to enter into a retail installment contract and sign a security agreement along with any other necessary documentation as may be required to finance the purchase. I agree to enter in such arrangements at or before the time of delivery of the unit purchased.
2. **TITLE.** Title to the unit purchased will remain in your name until the agreed upon purchase price is paid in full in cash, or I have signed a retail installment contract and it has been accepted by a bank or finance company, at which time title passes to me even though the actual delivery of the unit purchased may be made at a later date.
3. **TRADE-IN.** If I am trading in a used car, trailer, or other vehicle, I will give you the original bill of sale or the title to the trade-in. I promise that any trade-in which I give is owned by me, and is free of damage or abuse, except normal wear and tear, and that it is free of any lien or other claim, except as noted on the other side of this Agreement. I promise that all taxes of every kind levied against the trade-in have been fully paid. If any governmental agency makes a levy or claims a tax lien or demand against the trade-in you may, at your option, either pay it and I will reimburse you on demand, or you may add that amount to this Agreement as if it had been originally included.
4. **REAPPRAISAL OF TRADE-IN.** If I am making a trade-in and it is not delivered to you at the time of the original appraisal and if later, on delivery, it appears to you that there have been material changes made in the furnishings or accessories, or in its general physical condition, you may make a reappraisal. This later appraisal value will then determine the allowance to be made for the trade-in.
5. **FAILURE TO COMPLETE PURCHASE.** If I fail or refuse to complete this purchase within the time frame specified above or as specified in the Uniform Commercial Code in the State of Washington, or within any agreed upon extensions thereof, for any reason, other than cancellation because of an increase in price, I agree that you may exercise one of the following options:
 - A. Declare my cash deposit and trade-in, as referenced on the front page of this agreement, forfeited to you; or
 - B. Demand payment of monetary damages suffered by you including but not limited to consequential, incidental and all other damages, expenses or loss incurred, including without limitation lost profits, as caused by my failure to perform; or
 - C. Demand that my obligations and duties described herein be specifically performed.
6. **CHANGES BY MANUFACTURER.** I understand that the manufacturer may make changes in the model, or designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither you nor the manufacturer are obligated to make the same changes in the unit I am purchasing and covered by this order, either before or after it is delivered to me.
7. **DELAYS.** I will not hold you liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond your control.
8. **INSPECTION.** I have examined the product and find it suitable for my particular needs. I have relied upon my own judgment and inspection in determining that it is of acceptable quality. If I have special ordered a unit, I relied upon my own investigation in making my decision to purchase the unit described on the front side of this Agreement.
9. **EXCLUSION OF WARRANTIES AND LIMITATION AND DISCLAIMER OF DAMAGES.** I UNDERSTAND THAT THE UNIT I AM PURCHASING MAY HAVE WRITTEN WARRANTIES COVERING IT, BUT THAT THESE WARRANTIES ARE OFFERED BY THE MANUFACTURERS OF THE UNIT, ITS COMPONENTS AND/OR ITS APPLIANCES. I UNDERSTAND THAT YOU OFFER NO WARRANTIES, EXPRESS OR IMPLIED, ON THIS UNIT. THIS UNIT IS SOLD "AS IS" BY YOU, AND YOU DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS SUCH, EVEN IF SOMEONE ELSE OFFERS A WARRANTY AND THAT WARRANTY FAILS OR THE MANUFACTURER GOES OUT OF BUSINESS, I CANNOT RETURN THE UNIT TO YOU, REVOKE OR RESCIND THIS AGREEMENT OR SEEK A REFUND FROM YOU FOR ANY REASON. IF I AM ENTITLED TO ANY DAMAGES AT ALL AGAINST YOU, MY DAMAGES ARE LIMITED TO THE LESSER OF THE COSTS OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE UNIT CAUSED BY THE LACK OF REPAIRS. IN ADDITION, YOU WILL NOT BE REQUIRED TO PAY ME ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. I UNDERSTAND THAT YOU DISCLAIM ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, SINCE I AM NOT ENTITLED TO THEM FROM YOU.
10. **INSURANCE.** I understand that I am not covered by insurance on the unit purchased until accepted by an insurance company, and I agree to hold you harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
11. **APPLICABLE LAW, MANDATORY MEDIATION, VENUE AND FEES.** THIS SALE AND THIS CONTRACT AND ALL NEGOTIATIONS, DISCUSSIONS AND DISPUTES BETWEEN YOU AND ME ARE GOVERNED BY WASHINGTON LAW. I AGREE THAT BEFORE I FILE SUIT AGAINST YOU OR A MANUFACTURER REGARDING THE SALE, SERVICE OR CONDITION OF MY UNIT, I WILL FULLY ENGAGE IN A VEHICLE INSPECTION FOLLOWED BY MANDATORY PRE-SUIT MEDIATION BEFORE FILING ANY LEGAL ACTION AGAINST YOU OR A MANUFACTURER. YOU AND I WILL SPLIT THE COSTS OF MEDIATION. IF YOU AND I CANNOT AGREE ON A MEDIATOR, MEDIATION SERVICES SHALL BE PROVIDED BY A MEMBER OF THE WASHINGTON MEDIATION ASSOCIATION. ANY AND ALL LEGAL ACTIONS OF ANY KIND BROUGHT BY ME OR YOU RELATING TO THE PRODUCT(S) PURCHASED OR ITS SALE, SERVICE OR CONDITION MUST BE FILED EXCLUSIVELY IN THE COUNTY WHERE THE DEALERSHIP IS LOCATED. ALL PROCEEDINGS, MEDIATIONS, INSPECTIONS, ETC., RELATING TO ANY SUCH ACTION WILL BE CONDUCTED EXCLUSIVELY IN THIS VENUE. I UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION. IF I FAIL TO PAY ANY AMOUNT DUE TO YOU, AND COLLECTIONS EFFORTS ARE REQUIRED, I AGREE TO PAY YOUR ATTORNEY'S FEES AND COSTS.
12. **WAIVER OF JURY TRIAL.** I AGREE THAT ANY AND ALL ACTIONS OF ANY KIND AGAINST THE DEALER OR MANUFACTURER RELATING TO THE SALE, SERVICE OR CONDITION OF THE PRODUCT(S) PURCHASED WILL BE DECIDED BY A JUDGE, RATHER THAN A JURY.
13. **SEVERABILITY AND WAIVER.** If any word, phrase or section of this Agreement shall be found to be void, voidable, unenforceable, or otherwise unlawful, this Agreement shall be construed as though only that word, phrase or section were omitted and all other portions of this Agreement shall remain undisturbed. The failure to enforce any provision of this contract will not constitute a waiver.
14. **ATTORNEYS' FEES.** Any attorneys' fees incurred by either party, whether related to representation during mediation or any dispute or other matter arising from or related to this agreement, shall be paid by the party retaining the attorney, unless otherwise required by law.
15. **THIS PURCHASE AGREEMENT** shall be considered a valid contract unless I am not approved for financing, in which case this Purchase Agreement shall be null and void and shall not be considered a contract.

PURCHASE AGREEMENT

PAGE 1 OF 2

In this contract the words I, me and my refer to the Buyer and Co-Buyer signing this contract. The words you and your refer to the Dealer. Subject to the terms and conditions on both sides of this agreement, you agree to sell and I agree to purchase the unit described below.

BUYER(S)		DATE	
ADDRESS		COUNTY	
SALESPERSON	E-MAIL	RES. PHONE	MOBILE PHONE
YEAR <u>22</u>	MAKE <u>JAYCO</u>	MODEL <u>PALMCOPT</u>	STOCK NUMBER <u>AP 21082</u>
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	SERIAL NUMBER 1 <u>1F065DN440A19070</u>	SERIAL NUMBER 2	SERIAL NUMBER 3

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES	BASE PRICE OF UNIT \$ <u>149,863</u>
	OPTIONAL EQUIPMENT
	SUB-TOTAL \$
	SALES TAX (If State Required) \$ <u>13,627.53</u>
	1. CASH PURCHASE PRICE \$
	Trade-In Allowance \$
	Less Bal. Due on Above \$
	NET ALLOWANCE \$
	Cash Deposit \$
	Rebate \$
	2. LESS TOTAL CREDITS \$
	SUB-TOTAL \$
	NON-TAXABLE ITEMS <u>LIC FEES</u> \$ <u>3.00</u>
	VARIOUS FEES AND INSURANCE \$
	DOCUMENTATION FEE \$ <u>200</u>
	3. Unpaid Balance of Cash Sale Price \$ <u>164,000.53</u>

DISCLAIMER OF WARRANTIES AND DAMAGES, "AS IS", MEDIATION
 You and I certify that the additional terms and conditions printed on the back of this Agreement are agreed to, the same as if printed above the signature. I am purchasing the above described unit; the optional equipment and accessories; that my trade-in is free from all claims whatsoever, except as noted. It is also mutually understood that this Agreement is subject to necessary corrections, and adjustments concerning changes in net payoff on trade-in, to be made at the time of settlement. I acknowledge that I have received a statement of my rights as a new motor vehicle buyer as required by law.
 I UNDERSTAND THAT THE UNIT I AM PURCHASING MAY HAVE WRITTEN WARRANTIES COVERING IT, BUT THAT THESE WARRANTIES ARE OFFERED BY THE MANUFACTURERS OF THE UNIT, ITS COMPONENTS AND/OR ITS APPLIANCES. THESE WARRANTIES HAVE BEEN PROVIDED TO ME AND I HAVE READ AND UNDERSTAND THEM. **I UNDERSTAND THAT YOU OFFER NO WARRANTIES, EXPRESS OR IMPLIED, ON THIS UNIT. THIS UNIT IS SOLD "AS IS" BY YOU, AND YOU DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, DELIVERY BY YOU TO ME OF ANY WARRANTY DOES NOT MEAN THAT YOU ADOPT THAT WARRANTY. I ACKNOWLEDGE THAT ANY WARRANTY MADE BY THE MANUFACTURER(S) HAS NOT BEEN MADE BY YOU, EVEN IF THEY SAY YOU MADE THEM, OR SAY YOU MADE SOME OTHER WARRANTY. ALTHOUGH I MAY BE ABLE TO OBTAIN SERVICE WORK FROM YOU, YOU ARE NOT AN AGENT OF ANY MANUFACTURER FOR PURPOSES OF OFFERING A WARRANTY.**

I acknowledge that upon you forwarding or delivering a copy of this agreement containing your signature to me, my agreement to purchase the unit, and all other covenants and conditions contained in this agreement, shall become binding, and I shall have no right to cancel or rescind this agreement, return the unit or receive a refund of any payments I have made or am obligated to make to you.

THIS PURCHASE AGREEMENT, ALONG WITH THE STATEMENT OF UNDERSTANDING, CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME. NO ONE HAS AUTHORITY TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN HAVE BEEN MADE, WHICH ARE NOT CONTAINED ON THESE DOCUMENTS. **BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE REVERSE SIDE, WHICH INCLUDE A MEDIATION AGREEMENT AND AN "AS IS" CLAUSE, AND THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.**

Acceptance: I have read and understand this Agreement, including the backside, which contains a Mediation Agreement and "As Is" clause.

SIGNED X _____ BUYER

SIGNED X _____ BUYER

Manager's Signature _____
 Printed Name _____

TRADE IN #1	YR	MAKE
MODEL	SERIAL #	ODOMETER
AMOUNT OWING TO WHOM:		
TRADE IN #2	YR	MAKE
MODEL	SERIAL #	ODOMETER
AMOUNT OWING TO WHOM:		