


AGENDA
OMAK CITY COUNCIL MEETING
Monday, December 16, 2019 – 7:00 PM

 **ORIGINAL**

- A. **CALL TO ORDER**
- B. **FLAG SALUTE**
- C. **CITIZEN COMMENTS**
- D. **CORRESPONDENCE AND MAYOR'S REPORT**
 - 1. Certificate of Appointment – Planning Commission – Sheila Harrison
- E. **CONSENT AGENDA:**
 - 1. Approval of minutes from December 2, 2019
 - 2. Approval of Claims
- G. **NEW BUSINESS:**
 - 1. Omak Stampede, Inc. – 2019 Review
 - 2. Res. 83-2019 Extending Management Agreement with Omak Stampede, Inc. 
 - 3. Res. 84-2019 Approving Purchase of Patrol Vehicle 
- H. **OTHER BUSINESS:**
 - 1. Council Committee Reports
 - 2. Staff Reports

ADJOURN

Pie Social – Cariker Home at 14 S. Granite

 **Action by City Council**

The Omak City Hall is accessible to persons with disabilities. Hearing or visually impaired persons requiring special accommodations should contact the City Clerk one week in advance of the meeting by calling 509-826-1170 or e-mail clerk@omakcity.com in order to be provided assistance.

ORIGINAL



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MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 16, 2019

Subject: Resolution 83-2019 Extending Agreement with Stampede Inc.

The attached Resolution No. 83-2019, Approving an Extension to the Agreement Between the City of Omak and Omak Stampede Inc. for the Management of the Omak Stampede Arena, is forwarded for your consideration.

The City has had a long-standing relationship with Omak Stampede Inc. for the management of the City's Arena Facility. This resolution formalizes a 5-year extension to the agreement between the City and Stampede, Inc., in accordance with the agreement that was executed in March of 2014. The Extension to the agreement will be through December 31, 2023.

The management fees were increased from \$1,500 to \$2,500 with an amendment dated February 6, 2017. Other than this fee increase, this extension is for all terms and conditions as stated in the original agreement.

I support this Resolution and urge its adoption.

RESOLUTION NO. 83-2019

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN
EXTENSION TO THE AGREEMENT BETWEEN THE CITY OF OMAK AND
OMAK STAMPEDE INC. FOR THE MANAGEMENT OF THE OMAK
STAMPEDE ARENA.**

WHEREAS, Resolution 21-2014 approved a five-year agreement between the City of Omak and Stampede, Inc. for the management of the Omak Arena; and

WHEREAS, the Management Fee's in this agreement was increased by amendment, by Resolution 10-2017; and

WHEREAS, provisions in the terms of the original agreement allows for a 5-year extension through December 31, 2023; and

WHEREAS, The City of Omak and Omak Stampede Inc. desire to execute the extension of this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that the Management Agreement between the City of Omak and Stampede, Inc., a copy of which is attached hereto as "Exhibit A", is approved and extended through December 31, 2023. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City.

INTRODUCED AND APPROVED by the City Council of the City of Omak this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

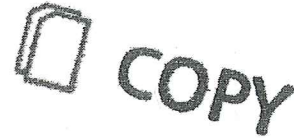
ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

 COPY

RESOLUTION No. 10-2017

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OMAK AND OMAK STAMPEDE INC. FOR THE MANAGEMENT OF THE OMAK STAMPEDE ARENA.

WHEREAS, resolution 21-2014 approved a five year agreement between the City of Omak and Stampede Inc. for the management of the Omak Arena, and

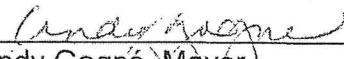
WHEREAS, at the request of Stampede Inc. the Omak City Council has approved additional compensation in the 2017 budget for management of the Omak Arena, and

WHEREAS, an amendment to the agreements is needed to identify the new rate of compensation Stampede Inc. will receive for their services.

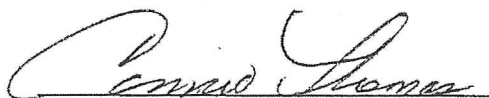
NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that amendment No.1 to the Management Agreement between the City of Omak and Stampede Inc., a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 6th day of February, 2017.


APPROVED:


Cindy Gagné, Mayor

ATTEST:


Connie Thomas, City Clerk

APPROVED AS TO FORM:


Michael D. Howe, City Attorney

February 7, 2017

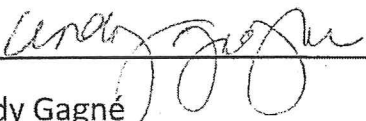
The City of Omak and Stampede inc. desire to amend the agreement for Omak Arena management, dated march 3, 2014.

Article 8(a) shall be amended as follows to reflect an increased compensation rate of \$2500.00 per month.


8 THE MANAGEMENT FEE

(a) Flat Fee: STAMPEDE shall be paid a flat management fee as follows: Commencing February 1, 2017 through December 31, 2018, STAMPEDE shall be paid a flat management fee of \$1,500-\$2500.00 per month for the services provided to the CITY in management of the ARENA as provided herein. The flat management fee will be paid on a monthly basis, on the first council meeting of the month immediately following the month in which the services were rendered.

Except otherwise expressly provided in this amendment, all other terms and Conditions of the Contract remain unchanged and in full force and effect.



Date 2.6.17
Cindy Gagné
City of Omak, Mayor



Date 2/10/17
Leon Hover
Stampede Inc., President

RESOLUTION No. 21-2014

 **COPY**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON,
APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE
OMAK STAMPEDE, INC. FOR THE MANAGEMENT OF THE OMAK STAMPEDE
ARENA**

WHEREAS, the Omak Stampede, Inc has developed the Omak Stampede event which has operated at the Stampede Arena for more than eighty years; and

WHEREAS, the City of Omak received State Capitol Grant funds and secured additional bond funding to complete the reconstruction of the Stampede Arena; and

WHEREAS, the funding sources used for the reconstruction of the Arena require a Management Agreement that is in substantially the form proposed herein in order to be in compliance with the IRS restrictions on use of Tax Free Municipal Bond financing secured through the LOCAL Program Loan for the North Grandstands; and

WHEREAS, the City of Omak needs an organization with experience and expertise in the operations of arenas and the production and hosting of spectator events to manage and operate the arena facility; and

WHEREAS, the Omak Stampede, Inc. is uniquely qualified to provide for the day to day management of the Arena Facility, and to continue to produce the Omak Stampede which provides a cultural and economic benefit to the entire region; and

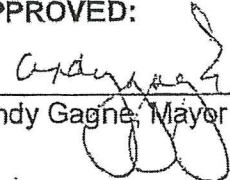
WHEREAS, the initial Management Agreement with the Omak Stampede, Inc. provided for two renewals of five years each; and

WHEREAS, the Omak Stampede, Inc. has agreed to continue to provide Management Services for the Omak Stampede Arena for the first of the two renewal terms for the Management Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that renewal of the Management Agreement between the Omak Stampede, Inc, and the City of Omak, a copy of which is attached hereto as Exhibit "A", is hereby approved, and the Mayor is authorized and directed to execute the same on behalf of the City of Omak.

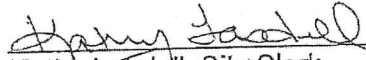
INTRODUCED AND APPROVED by the City Council of the City of Omak this 3rd day of March, 2014.

APPROVED:



Cindy Gagne, Mayor

Resolution No. 21-2014
March 3, 2014
Page 2 of 2

ATTEST:


Kathy Lobdell, City Clerk

APPROVED AS TO FORM:


Michael D. Howe, City Attorney

ORIGINAL
MANAGEMENT AGREEMENT

This Management Agreement is made and entered into this 31st day of March, 2014 by and between the City of Omak, a Municipal Corporation of the State of Washington (the "CITY"), and the Omak Stampede, Inc, a non-profit service corporation (the "STAMPEDE").

WITNESSETH:

WHEREAS, the CITY owns and is responsible for the operations of the Omak Stampede Arena (ARENA) located in Eastside Park in the City of Omak, Washington; and

WHEREAS, the ARENA is hereby defined as the Omak Stampede Grandstands, the Maley Bleachers, the livestock pens and chutes, beer gardens, restrooms and any ancillary concession stands or areas proximate to the Stampede Arena

WHEREAS, the CITY desires to engage the STAMPEDE to manage and operate the ARENA and the STAMPEDE desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GRANT TO COMPANY

The CITY hereby grants to STAMPEDE the right to manage, market, promote, operate and maintain the ARENA as hereinafter specifically set forth. The CITY shall administer this Agreement through the City Administrator or the Mayor's designee, (hereinafter referred to as the "Administrator")

2. STAMPEDE'S RESPONSIBILITIES

In connection with the performance of its responsibilities hereunder, STAMPEDE shall cooperate with the CITY and implement the City's recommendations and advice consistent with the terms of this Management Agreement. STAMPEDE's specific responsibilities hereunder will include, though not necessarily be limited to, the following:

- a) Self Promoted Events. STAMPEDE shall continue to produce, promote and operate the Omak Stampede and Suicide Race. STAMPEDE may also produce, promote and operate other limited events such as the Motor Rodeo Event as self promoted events so long as the total number of days used by the STAMPEDE for these events does not exceed 20 days in any calendar year. The STAMPEDE will remit to the CITY sixteen and one half percent

(16.5%) of all ticket sales revenues from Self Promoted Events held at the ARENA as rent for its use of the ARENA facility for Self Promoted Events. The STAMPEDE will be allowed to retain all other revenues, donations, sponsorships and advertising receipts related to their Self Promoted Events.

- b) Offices. STAMPEDE will maintain an office in the vicinity of the ARENA which office will be open to the public year around on a schedule agreed between the STAMPEDE and the CITY.
- c) Marketing and Promotion. STAMPEDE will provide all marketing activities, which shall be undertaken in a manner consistent with maximizing the use of the ARENA. STAMPEDE will pursue a promotional campaign for the ARENA, as provided in Paragraph 6 herein, and will prepare a promotion plan as part of its annual Facility Operation Plan and submit it to the Administrator for approval no later than September 15 of each year. STAMPEDE will be responsible for coordinating with the Administrator to ensure that appropriate events, presentations, concerts or other programs are booked into the ARENA and that suitable press coverage is obtained.
- d) Operating. STAMPEDE will prepare and develop an operations plan as part of its annual Facility Operation Plan and submit it to the Administrator for approval no later than September 15 of each year for incorporation into the CITY's budget. STAMPEDE will work with representatives of the CITY to assure that the operations plan meets the requirements and expectations of the CITY.
- e) Arena Maintenance. STAMPEDE will be responsible for conducting all Routine Maintenance, Preventative Maintenance, Custodial Services and Grounds Keeping Services for the ARENA, and the area immediately surrounding generally defined by the perimeter roadways, but excluding the park areas known as Triangle Park and Horseshoe Park. STAMPEDE also will be responsible for repairing and maintaining all Program Equipment. STAMPEDE will be responsible for all utility costs associated with the operation of their office located next to the ARENA. CITY will be responsible for all utility costs directly associated with the ARENA operation including electric power, water and garbage services used in the ARENA. The CITY will be responsible for major and capital repairs and for ensuring the integrity of the basic ARENA structure, the major and capital repairs and continued operational integrity of the electrical, fire/safety and plumbing systems. The parties agree that the structure's component systems and equipment will be operated in accordance with the manufacturer's recommendations and design specifications. Any

damage caused by STAMPEDE use or operation of the ARENA, component systems or equipment in violation of these specifications which is not expressly authorized in advance by the Administrator shall, except as otherwise provided herein, be corrected by STAMPEDE at its sole expense.

- f) Trash Removal. STAMPEDE will be responsible for performing or arranging for all trash removal services from the trashcans distributed around the ARENA, and deposit of this trash into Dumpsters for removal from the site.
- g) Operational Services. STAMPEDE will be responsible for providing or supervising promoters provision of all services required to stage (set up and tear down) the ARENA for each event, including but not limited to services involving the preparation of the arena grounds, any staging or risers, sound system, lighting system, stage set up and rigging, dressing area, stage equipment, and loading in and loading out and post event cleaning of the ARENA. STAMPEDE will be responsible for providing all event staff, ticket sales personnel, ushers, and other personnel required for operation of the ARENA, including but not limited to ticket taking, program distributions, and assistance to patrons generally, including the handicapped. The STAMPEDE will be reimbursed for the provision of event staff for other than Self Promoted Events as provided in Section 8 (b).
- h) Ticket Sales. STAMPEDE will be responsible for all aspects of ticket sales for events and activities, including computerized tickets. Ticket sales policy and ticket accounting practices are subject to approval by the CITY. Ticket sales shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the ARENA, cash and credit card processing, complete auditing and accounting for each event, and timely exchange of income less expenses at the end of each event. The cost of box office operations will be billed to the promoter or facility user as provided in the Facility Use Agreement for the specific event.
- i) Security. STAMPEDE will arrange, through local police, contract security, building peer security, or other sources for security services for all events at the ARENA and for general security when events are not in progress. The cost of providing event security for other than Self Promoted Events will be billed to the promoter of the event as provided in the Facility Use Agreement for the specific event. The cost of general security when no events are taking place in the arena is covered by the flat management fee.

- j) Licenses and Permits. STAMPEDE will obtain and maintain all licenses and permits necessary for STAMPEDE to manage and operate the ARENA.
- k) Revenues. STAMPEDE will be responsible for collection of all revenues generated by the ARENA. STAMPEDE shall maintain two commercial bank accounts within the Omak area. One account shall be the Arena Box Office Account. The Arena Box Office Account shall be the holding account for all revenues from ticket sales, and for the disbursement of all payments due to promoters, performers, admission taxes and other production related payments, in amounts as set by individual Event Use Agreements for events other than Self Promoted Events by the STAMPEDE. Following the final settlement for each event, the reimbursement to the STAMPEDE for Event Labor as provided in Section 8 (b) and the Incentive Fee that has been earned by the STAMPEDE as provided in Section 8 (c) shall be transferred to the STAMPEDE, and the balance remaining in the Arena Box Office Account for that event shall be paid to the CITY. The STAMPEDE shall maintain an electronic ticketing box office for all Self Promoted Events, and shall report the sales of all tickets for self promoted events and remit the percentage of ticket sales revenues specified in Section 2 (a) to the CITY on a quarterly basis.
- l) Concessions. STAMPEDE shall be responsible for all aspects of the management and operation of the food, beverage, novelties, and other concessions at the ARENA, including purchasing or arranging contracts for independent vendors.

3. REPRESENTATION OF THE CITY

The CITY hereby represents and warrants to STAMPEDE, as an inducement to STAMPEDE's entering into the Management Agreement, that unless otherwise provided herein, the ARENA will be permitted to be open to the paying public on a daily basis for the purpose of accommodating the types of events herein contemplated.

4. POWERS RESERVED TO THE CITY

The CITY shall have, and hereby reserves the right of approval over, the following matters:

- a) To approve the kind and quality of events, food, beverages, and other products of services and items to be sold or provided at the ARENA, as suggested by STAMPEDE from time to time.
- b) To approve the rent structure and other fees and charges to ARENA users, as suggested by STAMPEDE from time to time.
- c) To approve STAMPEDE's Annual Operating Budget as hereinafter defined.

- d) To approve the marketing plan, operational plan and any other plans established by STAMPEDE.
- e) All other rights, powers, and privileges not otherwise specifically reserved to the STAMPEDE in this Agreement are reserved to the CITY. STAMPEDE expressly agrees to observe and comply fully with all reasonable directions of the City in the management of the ARENA, and any failure, refusal, or neglect on the part of STAMPEDE to keep, perform, and observe fully any such directions from time to time which are not inconsistent with the terms of the Management Agreement shall be deemed a default and subject to the provisions of Section 10(b).

5. RELATIONSHIP OF PARTIES

In connection with the employment of its employees, STAMPEDE shall pay all labor costs such as employee salaries, applicable social security, unemployment, worker's compensation, or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and worker's compensation. STAMPEDE shall indemnify, defend against and hold harmless the CITY from all costs, expenses, claims, or damages resulting from any failure of STAMPEDE to comply with this Section 5.

6. BEST EFFORTS: FACILITY OPERATION PLAN

- a) STAMPEDE shall use its best efforts in order to maintain an efficient and high quality operation of the ARENA.
- b) All activities of the CITY, STAMPEDE, concessionaires, suppliers to the parties, and persons using the ARENA shall conform to a Facility Operation Plan approved by the CITY.
- c) "Facility Operation Plan" means a written statement of general agreements governing promotion, marketing, scheduling, pricing and charges, user agreements, and use and operations of the ARENA prepared by the STAMPEDE, submitted to the Administrator by September 15th annually, and approved by the Administrator and shall be deemed part of this Management Agreement.
- d) The CITY may, upon the recommendation of any person, including the STAMPEDE, amend the Facility Operation Plan at any time. *

7. TERM

Upon execution and delivery of this Management Agreement by both parties, the term of this Management Agreement shall commence on January 1, 2014, and shall continue through December 31, 2018, unless sooner terminated as set out herein. This Management Agreement may be extended for one (1) additional five-year term upon mutual consent of the parties.

8. THE MANAGEMENT FEE

- a) Flat Fee: STAMPEDE shall be paid a flat management fee as follows: Commencing January 1, 2014 through December 31, 2018, STAMPEDE shall be paid a flat management fee of \$1,500 per month for the services provided to the CITY in management of the ARENA as provided herein. The flat management fee will be paid on a monthly basis, on the first council meeting of the month immediately following the month in which the services were rendered.
- b) Event Labor: STAMPEDE will be reimbursed for services performed by third party contractors or special event labor in hosting all events held at the ARENA, other than Self Promoted Events by the STAMPEDE as defined in Section 2 (a), according to the labor and services reimbursement schedule specified in the User Agreement for each specific event.
- c) Incentive Fee: In addition to the flat management fee referred to in Section 8 (a) and payment for the provision of event labor and services referred to in Section 8 (b), STAMPEDE will be paid an incentive fee equal to fifty percent (50%) of the Arena Rent received from all events held at the ARENA (except Self Promoted Events as defined in Section 2. (a) above) up to a maximum total of \$18,000 in any calendar year. This fee will be transferred from the General Box Office Account to the Operating Account following final event settlement for each event. The balance of the Arena Rent for each event will be paid to the CITY as provided in Section 2 (k) hereof.

9. ACCOUNTING AND RECORD KEEPING

The STAMPEDE agrees to submit to the CITY for review each year at the first Council Meeting in January the Stampede Budget, and additionally agrees to make an annual report of financial statement to the CITY once each year at the second regular council meeting in November which include a profit and loss Statement and Balance Sheet and other financial statements as presented to the Stampede Board of Directors at their annual meeting.

10. DEFAULT, RIGHT TO CURE AND TERMINATION

- a) The CITY may terminate this Management Agreement upon 30 days prior written notice in the event that STAMPEDE is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, or takes advantage of any law for the benefit of insolvent debtors.
- b) If either party hereto fails to comply with its obligations hereunder, the non-defaulting party may declare this Management Agreement terminated upon seven (7) day written notice for the non-payment of fees, or upon thirty (30) days written notice for other defaults. Written

notice provided to the defaulting party shall be in sufficient detail as to the circumstances of default so as to give the defaulting party adequate notice and the opportunity to cure same. If the default is not for non-payment of fees, and is of a nature that it cannot be cured within thirty (30) days, then the defaulting shall not be deemed in default if it takes reasonable steps to commence to cure the default within such thirty (30) day period, and proceeds with due diligence thereafter to cure its default within ninety (90) days of the written notice. If such cure is not effectuated within the time limits specified above, then the non-defaulting party may terminate this Management Agreement.

- c) This Management Agreement may be terminated by the CITY without cause or penalty, at the end of the third year of the term hereof. This Management Agreement may also be terminated at any time upon the mutual written agreement of the CITY and STAMPEDE.
- d) The City may terminate this Management Agreement at any time in the event that there are insufficient lawfully appropriated funds for the operation of the ARENA; provided that the City shall continue to be obligated to pay all Management Fees and Incentive Fees accrued through the date of termination. Provided further that if such funds should later be appropriated prior to the normal expiration date of this Management Agreement, at STAMPEDE option this Management Agreement shall be reinstated for the remainder of its term.
- e) Upon termination of this Management Agreement for any reason whatsoever, the CITY shall pay to STAMPEDE all Management Fees, Incentive Fees, and other fees accrued through the date of termination. The payment of such sums by the CITY, and the acceptance thereof by STAMPEDE, shall be without prejudice to claims by either party for damages arising out of the breach by the other party of this Management Agreement, including wrongful termination.

11. INSURANCE

The STAMPEDE is all respects is an independent contracting party and the CITY assumes no liability or responsibility whatsoever for any of the activities of the STAMPEDE, its agents, employees, or renters. The STAMPEDE shall, at its sole expense, maintain and keep in force and effect a policy of liability insurance covering its activities in connection with the operation of the facilities and activities therein, such insurance to be with a company and on terms acceptable to the CITY and naming the CITY as an additional insured and with minimum bodily injury limits of not less than \$1,000,000 each person, \$1,000,000 each occurrence and \$200,000 property damage liability. STAMPEDE agrees to require liability insurance of any lessee or Facility User contracting for the use of the facilities in the above amount naming both the CITY and STAMPEDE as additional insured and to require a Release and

Hold Harmless Agreement for all such lessees or Facility Users on a form and with signatures acceptable to the CITY.

Further, STAMPEDE agrees to require that all participants in all activities held on the premises execute a Release and Hold Harmless Agreement on a form acceptable to the CITY. Facility Users and participants as used herein are defined as individuals, groups, clubs or corporations that contract for the use of the facility for the purpose of holding an event at the ARENA or are active participants in the event being produced, and do not include those who attend such events as spectators to the event being held.

CITY agrees to keep all improvements insured to their full market value against the same perils as other CITY owned facilities through inclusion of the ARENA and other improvements associated therewith on its schedule of insured properties on the insurance policies maintained by the CITY on City owned improvements.

12. AVAILABILITY OF FUNDS

The CITY shall not be obligated under the terms of this Management Agreement unless there are available funds lawfully appropriated for its performance.

13. INDEMNIFICATION

STAMPEDE shall indemnify, defend, save, and hold the CITY harmless from any claims, lawsuits, or liability, including attorney's fees and costs, allegedly or actually arising out of any loss, damage, or injury whatsoever, to persons (also including death), or property, or any economic loss arising out of STAMPEDE's performance of services under this Management Agreement.

14. DESTRUCTION OF THE ARENA

In the event that the ARENA or any part of it shall be destroyed by fire, explosion, wind, flood or other casualty so that all or a substantial portion of the ARENA cannot be operated, and the CITY fails to rebuild, repair, and reopen the same for business within 60 days after the occurrence of the casualty, then either STAMPEDE or the CITY shall have the right to suspend, cancel or terminate this Management Agreement.

15. EMPLOYEES

- a) All persons engaged at the ARENA in operating any of the services to be provided by STAMPEDE hereunder shall be the sole and exclusive employees, independent contractors, or volunteers of STAMPEDE and shall be paid by STAMPEDE if employees or contractors. In connection with the employment of its employees, unless otherwise provided herein, STAMPEDE shall pay all applicable social security, unemployment, workers' compensation insurance premiums, or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and

regulations relating to employment generally, minimum wages, social security, unemployment insurance, and worker's compensation, and shall save the CITY harmless from any responsibility therefore.

- b) STAMPEDE will employ trained and neatly attired employees and said employees shall conduct themselves at all times in a proper and respectful manner.
- c) STAMPEDE shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, disability, or marital status. STAMPEDE shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, disability, or marital status. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. STAMPEDE shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. STAMPEDE shall state in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, age, sex, disability, or marital status. STAMPEDE shall include the provisions of this Section 16 (c) in every subcontract under this contract, so as to be binding on all of STAMPEDE's subcontractors.

16. COMPLIANCE WITH LAWS

STAMPEDE will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the ARENA.

17. TIME IS THE ESSENCE

Time is the essence of this Agreement.

18. NONWAIVER

The failure of either party at any time to enforce a provision of this Management Agreement shall in no way constitute a waiver of the provision, nor in any way effect the validity of this Management Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

19. AMENDMENT

The parties may amend this Management Agreement only by written agreement executed by both parties.

20. CHOICE OF LAW

The laws of the State of Washington shall govern the rights and obligations of the parties under this Management Agreement. Any action commenced under this Management Agreement shall be filed in Okanogan County, Washington.

21. SEVERABILITY

Any provision of this Management Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Management Agreement, unless such provision is reasonably considered by either of the parties to have a significant impact of the financial or operating control of the ARENA. Should either party reasonably consider an invalidated provision to be of such a critical nature, either party shall have the right to terminate this Management Agreement by providing ninety (90) days written notice.

22. SURVIVING SECTIONS

The following sections shall survive the expiration or earlier termination of this Agreement:

(a) Paragraph 13; Indemnification:

23. NOTICES

All notices required by this Management Agreement shall be in writing and shall be sufficiently given and served upon the other party if sent by certified U. S. Mail, postage prepaid, and addressed as follows:

IF SENT TO CITY: Mayor
City of Omak
P. O. Box 72
Omak, WA 98841

Or such other place as the CITY may, from time to time, designate by notice to STAMPEDE.

IF SENT TO STAMPEDE: President, Omak Stampede Inc.
P O Box 2028
Omak, WA 98841

Or at such other place as STAMPEDE may, from time to time, designate by notice to the CITY.

24. FORCE MAJEURE

- a) Except as otherwise provided, neither party shall be obligated to perform hereunder, and neither party shall be deemed in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including any law, ordinance, rule, regulation, or order of any public or military

authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

- b) In the event of a labor dispute that results in a strike, picket, or boycott affecting the ARENA or services described in this Management Agreement, STAMPEDE shall not be deemed to be in default or to have breached any part of this Management Agreement.

25. INTEGRATION

This Management Agreement and all referenced and attached exhibits embody the entire agreement of the parties relating to the service to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein, and this Management Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Management Agreement to be executed this 3rd day of March, 2014.

CITY OF OMAK, a municipal
Corporation of the State of Washington:

APPROVED AS TO FORM:

By: Cindy Gagne
Cindy Gagne, Mayor

Michael D. Howe
Michael D. Howe, City Attorney

Attest: Kathy Lobdell
Kathy Lobdell, City Clerk

OMAK STAMPEDE, INC., a non-profit
corporation of the State of Washington:

By: George E. Dunckel, Jr.
George E. Dunckel, Jr., President

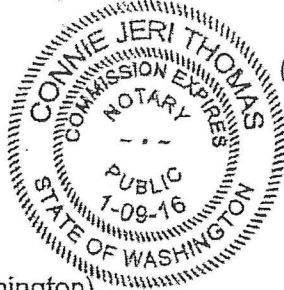
By: Cy Byrd
Cy Byrd, Secretary

Omak Stampede Arena Management Agreement
2014 through 2018
Page 12 of 12

State of Washington)
: ss
County of Okanogan)

On this 3rd day of MARCH, 2014, before me personally appeared **Cindy Gagné** and **Kathy Lobdell**, to me known to be the Mayor and City Clerk respectively of the City of Omak, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Connie Jeri Thomas
Connie Jeri Thomas (Printed Name)
Notary Public in and for the State
Of Washington residing at OMAK
My commission expires 1-9-16

State of Washington)
: ss
County of Okanogan)

On this 3rd day of MARCH, 2014, before me personally appeared **George E. Dunckel, Jr.** and **Cy Byrd**, to me known to be the President and the Secretary respectively of the Omak Stampede, Inc. a non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Connie Jeri Thomas
Connie Jeri Thomas (Printed Name)
Notary Public in and for the State
Of Washington residing at OMAK
My commission expires 1-9-16

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel, Administrator

Date: February 6, 2017

Subject: Resolution No. 10-2017 Approving an amendment to the agreement with Stampede INC. for management services

The attached Resolution 10-2017, a Resolution of the Omak City Council Approving an amendment to the Agreement between the City of Omak and the Omak Stampede Inc. for the Management of the Omak Stampede Arena, is forwarded for your consideration.

This resolution provides for an amendment to the Management Contract with Stampede Inc., to identify the additional compensation that was approved in the 2017 Budget process.

I approve this resolution and urge adoption.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Assistant Public Works Director

Date: December 16, 2019

Subject: **Resolution 84-2019** Approving the Purchase of Patrol Vehicle.

The attached Resolution **84-2019, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A PATROL VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

This will replace the # 7 car that was taken out of service due to a collision. It has been deemed to be unrepairable. We have received \$8,431 from the insurance company for the loss of this vehicle. \$54K has been appropriated for the purchase of this Vehicle in the adopted 2020 Budget. Prior to delievey I will bring an additional appropriation ordinance recognizing the insurance recovery funds received and the additional aproppriations that will be needed to complete the outfitting of this vehicle.

The replacement for the car is a 2020 Ford Police Interceptor Utility SUV that was selected through the Washington State Procurement Cooperative. This purchase will be made through Columbia Ford a bona fide state vendor for \$53,202. Once we receive the vehicle, the shop will include graphics and other specialized items to make it road ready.

I support this Resolution and recommend its approval.

RESOLUTION NO. 84-2019

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

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

WHEREAS, the equipment is available through the Washington State Purchasing Cooperative from Columbia Ford, a bona fide Washington State Purchasing vendor, in the amount of \$ 53,202.72; and

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

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

DATED this _____ day of _____, 2019.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

Vehicle Quote Number: 2019-12-101

[Create Purchase Request requests](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghuisen
Dealer: Columbia Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 187
700 7th Avenue	Dealer Email: orders@colford.com
Longview WA 98632	

Organization Information

Organization: OMAK, CITY OF - 22407
Email: er@omakcity.com
Quote Notes:
Vehicle Location: OMAK

Color Options & Qty

Sterling Gray Metallic (UJ) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	1	\$32,800.00	\$32,800.00
2020-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2020-0521-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	1	\$0.00	\$0.00
2020-0521-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	1	\$0.00	\$0.00
2020-0521-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	1	\$0.00	\$0.00

2020-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U) (67H)	1	\$3,586.00	\$3,586.00
2020-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	1	\$290.00	\$290.00
2020-0521-029	Noise Suppression Bonds (Ground Straps)(60R)	1	\$100.00	\$100.00
2020-0521-030	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	1	\$51.00	\$51.00
2020-0521-032	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	1	\$25.00	\$25.00
2020-0521-033	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	1	\$260.00	\$260.00
2020-0521-035	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	1	\$543.00	\$543.00
2020-0521-039	Heater, Engine Block (41H)	1	\$90.00	\$90.00
2020-0521-040	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	1	\$0.00	\$0.00
2020-0521-041	NEW - Rearview Camera On-Demand (allows driver to enable rear camera on demand, includes 10-second timer) (19V)	1	\$229.00	\$229.00
2020-0521-042	Reverse Sensing System (76R)	1	\$274.00	\$274.00
2020-0521-044	NEW - Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	1	\$673.00	\$673.00
2020-0521-047	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	1	\$338.00	\$338.00
2020-0521-051	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	1	\$419.00	\$419.00
2020-0521-064	Auxiliary Air-Conditioning (can now be ordered with Cargo Storage Vault #63V) (17A)	1	\$608.00	\$608.00

2020-0521-072 NEW - H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	1	\$109.00	\$109.00
2020-0521-201 Keys, 2 Extra Keys (for a total of 6 keys) (Cannot order extra RKE Fobs, max of 4 can be programmed to vehicle) (DLR)	1	\$10.00	\$10.00
2020-0521-202 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$35.00	\$35.00
2020-0521-252 Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	1	\$410.00	\$410.00
2020-0521-258 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	1	\$190.00	\$190.00
2020-0521-262 Partition, Front Horizontal with Sliding Polycarbonate Window, including Recess Panel (Setina 10VSRP) (DLR)	1	\$742.00	\$742.00
2020-0521-263 Partition, Front - XL Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger) (Must also order a front partition) (Setina XL) (DLR)	1	\$20.00	\$20.00
2020-0521-264 Partition, Front - Tallman Upgrade (allows additional seat recline for driver) (Must also order a front partition) (Setina T) (DLR) (Now standard on all full front partitions)	1	\$0.00	\$0.00
2020-0521-266 Weapons Mounting System, DUAL [Standard Shotgun Lock and Adjustable Universal Lock with key override and timer] (Must also order Front Partition w/ Recess Panel #10VSRP) (DLR)	1	\$349.00	\$349.00
2020-0521-270 Partition, Rear - Metal Mesh (Setina 12VS) (DLR)	1	\$410.00	\$410.00
2020-0521-272 Seat, Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (Must also order Setina Rear Partition 12VS or 12VS/P) (DLR)	1	\$813.00	\$813.00
2020-0521-380 Ready for the Road Completion: [Includes completion of Ford Ready for the Road Package #67H. Includes console (includes cupholders, armrest, and faceplates), completion of gun lock wiring, siren controller, and installation of lightbar package. Also includes single radio prewire and accessory wiring harness.] (Must also order Ford's Ready for the Road Package #67H) (Must also order Lightbar - interior or exterior) (Not compatible with other Base Lighting Packages) (DWS-UTIL-RR) (DW380)	1	\$3,600.00	\$3,600.00
2020-0521-395 Remote Radio Install: Complete installation of remote head radio with antenna, power, coax, and microphone clip. (Must specify radio model and frequency band) (DWS-RADIO INSTALL 2:) (DW395)	1	\$150.00	\$150.00
2020-0521-411 POLICE: (Exterior Lightbar) Installed equipment includes: 48 Whelen WECAN Liberty 2 lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights. (Must order Ready for the Road Completion Package #DW380, cannot be purchased separately) (DW411)	1	\$1,956.00	\$1,956.00

Quote Totals

Total Vehicles: 1

Sub Total: \$49,080.00

8.4 % Sales Tax: \$4,122.72

Quote Total: \$53,202.72

