AGENDA OMAK CITY COUNCIL MEETING Monday, April 18, 2022 – 7:00 PM

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. CITIZEN COMMENTS
- D. CORRESPONDENCE AND MAYOR'S REPORT
 - 1. Abor Day Proclamation
- E. CONSENT AGENDA:
 - 1. Approval of minutes from April 4, 2022
 - 2. Approval of 2022 Claims
- G. NEW BUSINESS:
 - 1. Res. 27-2022 Omak Stampede Memorandum of Agreement for 2022-2023



2. Ord. 1911 - Amending 2022 Salary Schedule

- H. OTHER BUSINESS:
 - 1. Council Committee Reports
 - 2. Staff Reports



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

The City of Omak is inviting you to a scheduled Zoom meeting Monday, April 18th, 2022 @ 7:00pm

Topic: City Council Meeting

Time: Apr 18, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/82909009653?pwd=MUhXdjdYQ1JINkd5ZmVtQW5YdktCZz09

Meeting ID: 829 0900 9653

Passcode: 861288 One tap mobile

+12532158782,,82909009653#,,,,*861288# US (Tacoma) +16699006833,,82909009653#,,,,*861288# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 829 0900 9653

Passcode: 861288

Find your local number: https://us02web.zoom.us/u/kls4bQatN



PROCLAMATION OF THE CITY OF OMAK

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS. Arbor Day is now throughout the nation and the world; and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees-wherever they are planted- are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Cindy Gagné, Mayor of the City of Omak, Washington, do hereby proclaim that Friday, April 29, 2022, is Arbor Day in the City of Omak, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urged all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

DATED this April 18, 2022.

Cindy Gagné, Mayor

MEMORANDUM

To:

Cindy Gagné, Mayor

From:

Todd McDaniel, Administrator

Date:

April 18, 2022

Subject:

27-2022 Stampede Memorandum of Agreement (MOA)

The Attached Resolution 27-2022, a resolution of the Omak City Council approving a Memorandum of Agreement between the City of Omak, the Omak Stampede, Inc., and the Colville Confederated Tribes for the 2022-2023 Omak Stampede, is forwarded for your consideration.

This is a two year, MOA agreed upon by the parties that make up the Omak Stampede. The only change to the agreement was the confirmation of the reserved RV spots and the inclusion of the two spaces routinely used by the EMTS.

I recommend this Resolution and urge its adoption

RESOLUTION NO. 27-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OMAK, THE OMAK STAMPEDE, INC., AND THE COLVILLE CONFEDERATED TRIBES FOR THE 2022 AND 2023 OMAK STAMPEDES

WHEREAS, the City of Omak, the Omak Stampede Inc, the Colville Confederated Tribes, the Horse Owners and Jockeys Association and the Tribal Encampment Committee have operated under a Memorandum of Agreement regarding the duties and responsibilities of each of the respective organizations for many years; and

WHEREAS, the Memorandum of Agreement has proven an effective way for all the parties to work together for the purpose of hosting a safe and entertaining event each year known as the Omak Stampede and Suicide Race; and

WHEREAS, the proposed 2022-2023 is slightly modified form previous versions; and

WHEREAS, these modifications have been discussed and agreed upon by the interested parties.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that the 2022 & 2022 Memorandum of Agreement Between the City of Omak, the Omak Stampede, Inc., the Colville Confederated Tribes, the Horse Owners and Jockeys Association and the Tribal Encampment Committee, a copy of which is attached hereto and marked Exhibit "A", is hereby approved and the Mayor is authorized and directed to execute that document on behalf of the City.

PASSED AND APPROVED this	day of	, 2022.
	SIGNED:	
	Cindy Gagné, Mayor	
ATTEST:		
Connie Thomas, City Clerk		
APPROVED AS TO FORM:		
Michael Howe, City Attorney	_	

2022-2023

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF OMAK

THE OMAK STAMPEDE, INC.

THE COLVILLE CONFEDERATED TRIBES

THE HORSE OWNERS AND JOCKEYS ASSOCIATION

THE OMAK STAMPEDE INDIAN ENCAMPMENT

THIS AGREEMENT, made and entered into by and between the City of Omak, Okanogan County, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as "The City" and the Confederated Tribes of the Colville Reservation, a federally recognized Indian Tribe, hereinafter referred to as "The Tribes", and Omak Stampede Inc, a nonprofit services corporation of the State of Washington, hereinafter referred to as "The Stampede", and the Horse Owners and Jockeys Association hereinafter referred to as "Owners and Jockeys Association", and the Omak Stampede Indian Encampment hereinafter referred to as "The Indian Encampment".

WITNESSETH:

WHEREAS, it is the desire of the parties to enter into this agreement,

NOW THEREFORE,

IT IS HEREBY AGREED BY THE PARTIES as follows:

ARTICLE I GENERAL CONSIDERATIONS

1. The parties recognize that to produce the Omak Stampede, they must consider each party's needs when making or proposing any changes to the East Side Park or the events that make up the Omak Stampede.

To accomplish continuing communication between the parties, Tribal and Stampede representatives will be appointed to the City Park Board as openings occur. Also, three seats on the Omak Stampede Board of Directors will be available to consist of one Tribal member from the Owners and Jockey's Association (Pete Palmer), one Tribal Member from the Indian Encampment (Vince McDonald), and one Colville Business Council member from the Omak District (Norma Sanchez). On or before November 11th of each calendar year, the Owners and Jockeys Association, the Indian Encampment and the Omak District Colville Business Council members shall each select one of their members to serve a two-year term as an Omak

Stampede Board member. These representatives will have the same voting rights as Stampede Board members.

- 2. The Stampede President shall act as the liaison to the Colville Business Council. This person will attend Colville Business Council sessions when requested by the Colville Business Council to provide updated information and respond to questions from Colville Business Council Members.
- 3. This Agreement applies to the 2022-2023 Omak Stampede events. This Agreement shall be reviewed by all Parties within 60 days after each Stampede. Any changes to this Agreement will be negotiated during review sessions. If all parties agree, a new Agreement will be signed for the following year.
- 4. The parties agree that nothing in this Memorandum of Agreement may be construed as in any way limiting the jurisdiction of the Tribes, and that the Tribes, by its participation in this Memorandum of Agreement, in no way grants any of its jurisdictional authority to the City or to any other municipality or County or entity, or to the State of Washington.
- 5. Except as expressly provided in this agreement no party has the authority to bind any other party to its agreements, including but not limited to vendor agreements, sponsorship agreements, or any other agreement to which a party is not specifically a signatory.
- 6. No Party is a vendor of any other Party, unless there is a separate vendor agreement.

ARTICLE II PARK LAYOUT

- 1. The parties agree and hereby adopt the "Park Utilization Plan for the Omak Stampede," attached hereto and incorporated as Exhibit "A" to this agreement. The Utilization Plan represents the agreed utilization layout of the Eastside Park during the Omak Stampede. This utilization plan serves as an overlay layer to the overall Eastside Park Plan and only applies to the 6 days preceding and the 4 day Omak Stampede event.
- 2. The Owners and Jockeys Association may use the area immediately east of the Stampede arena to park, stage, prepare and treat their horses as shown on Exhibit "A". Horseshoe Park shall be reserved for camping and parking by the Owners and Jockeys Association (See Exhibit "A"). One Director parking spot for a 40 foot semi & trailer, in the Northwest corner of the Horseshoe Park will be reserved for use by Omak Stampede, Inc. This camping and parking shall be restricted to the 6 days preceding and the 4 day Omak Stampede event. The area outside of the fence will be reserved for official parking (i.e. emergency vehicles, directors, elders and drummers).
- 3. The Eagle Staff carrier may use the Owners and Jockeys Association stock area for parking their truck and trailer. Any other party wishing to park in this area must get prior approval from the Owners and Jockeys Association. All Royalty will be located at the A-frame area at the Northeast corner of the East Side Park. (See Exhibit "A").

- 4. Owners, Jockeys, Royalty, City Crews, and emergency vehicles will be allowed exclusive access to the A-frame area via a temporary access road running from South of the Veterans Memorial and parallel to Highway 97.
- 5. The Tribal Stick game area will occupy the left outfield area of the Ross McCormack baseball field as indicated on the attached utilization plan. The stick game area is temporary and shall only be used for this purpose 6 days preceding and the 4 day Omak Stampede event. Following the Stampede, the Indian Encampment shall return this area to its original condition.
- 6. Elders, all disabled persons, and stick game players will be allowed to park on the grass on the Ross McCormack baseball field with access to the dance area permitted through openings in the outfield fence. Additional parking areas will be provided to accommodate Tribal members and their guests The Jack Rowe baseball field and Encampment/Dance area up to, but not on, the new soccer fields.
- 7. Cars and pickups without campers will be allowed to park on the grassy areas of all baseball fields. Semi-trucks, RV's, and travel trailers will not be allowed to park on any portion of existing baseball fields.
- 8. The City will maintain water service and electrical service to the encampment area as provided. The City will make a good faith effort to provide water and electrical service which is reasonably adequate to meet the needs of Encampment vendors and visitors.
- 9. The City will reserve two (4) RV camping spaces (spaces 23 &24) within the Carl Precht Memorial RV Park for the Owners & Jockeys Association Veterinarian and Rescue Boat operators, spaces 52 & 53 for Tribal EMS and three (3) camping spaces(spaces 54,55 & 56) for the Indian Encampment. Two spaces, 23 & 24, reserved for the Owners and Jockey's Association will be available to them from the Sunday before the Stampede through the Sunday of the Stampede to allow the Suicide Race Vet and the Rescue Boat Crew to be onsite during the Practice and Elimination Races the weekend before the Stampede. The three spaces reserved for the Encampment will be available from Sunday night, prior to Stampede through Sunday night of the Stampede Weekend. The camping fees for these spaces will be waived as a matter of intergovernmental cooperation and in consideration of the benefits realized by the City in having these activities included in the community's signature event.
- 10. Any future changes to existing baseball fields by the City may include the use of stabilization material that will allow parking cars and light trucks on the grassy area of said fields. This will assure necessary parking for Stampede functions. (See Exhibit "B." proposed Eastside Park Site Plan).
- 11. The Indian Encampment will lay out parking spaces in advance of the Stampede access and compliance with the above policy.

- 12. The parties agree that any changes to the current park plan will not occur without written notification to the parties of this agreement. When a public hearing is to be held in reference to the East Side Park all parties to this agreement will be notified of said hearing.
- 13. Omak Stampede, Inc will provide adequate portapottys in the Encampment, and the Owners and Jockeys Association staging areas.
- 14. Concessions around the sides of the Encampment Dance area shall be open to Tribal member vendors and to other vendors if space is available. (See Exhibit "A").
- 15. During the operation of the Encampment, beginning on Wednesday morning, through Sunday evening, the Indian Encampment shall be responsible for cleaning and maintenance of the restrooms and showers in the restroom facility nearest to the Dance Arbor. In consideration for providing these services, the proceeds of the coin boxes from the shower operations in said facility will be turned over to the Indian Encampment at the close of the event.

ARTICLE III FINANCIAL AGREEMENT

- 1. The Stampede, Indian Encampment and the Owners and Jockeys Association will work together to design, produce, & sell the Booster Buttons. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work cooperatively on this enterprise. The Stampede, Indian Encampment, and the Owners and Jockeys Association will work together to provide additional sales outlets for the Booster Buttons and provide volunteers to sell buttons during The Stampede. Sale proceeds in excess of amounts already committed by this agreement will be divided among The Stampede, Indian Encampment, and the Owners & Jockeys Association at those parties' discretion, but should reflect the effort expended by each group on button sales.
- 2. The Stampede will provide the Suicide Race participants with a total purse for all four races of \$6,500.00. Additionally, The Stampede will pay \$25.00 per horse per performance to the horse owner for the parade of horses in the arena before each race up to a total of \$2,000. Another \$6,500.00 will be added to the Suicide Race purse from Booster Button proceeds, and will be guaranteed regardless of profits. In return for allowing ticket holders access to the dike, The Stampede will pay an additional \$1,000.00 to the Owners and Jockeys Association. The additional \$1,000.00 payment is for the 2020-2021 Omak Stampede only. The sum of \$14,000.00 will be available by The Stampede to the Owners and Jockeys Association no later than 5:00 p.m. on Thursday of Stampede week. The Owners and Jockeys Association will be responsible for payment to all Owners and Jockeys of the Suicide Race. The Stampede will provide to the Owners and Jockeys Association the additional monies for the parade of horses upon notification by the Owners and Jockeys Association to The Stampede of the amount due.

- 3. The Stampede will provide \$8000.00 to the Tribal Indian Encampment annually. The sum of \$8,000.00 from the Omak Stampede will be available to the Tribal Indian Encampment by no later than 5:00 p.m. on Thursday of Stampede week. Omak Stampede, Inc., agrees to provide the Indian Encampment, at no charge, four hundred booster buttons to be sold by the Tribal Indian Encampment. The proceeds from the sale of these booster buttons will be solely the property of the Indian Encampment. In addition, The Stampede will pay the Owners & Jockeys Association \$1,600.00 by no later than 5:00 p.m. on the Thursday following Stampede. This sum will be disbursed by the Owners & Jockeys Association to Colville Tribes, for services rendered during Stampede.
- 4. The Owners and Jockeys Association will hire and pay for any veterinarian services required for the Suicide Race.
- 5. The Owners and Jockeys Association and The Stampede will pay for and/or provide any suicide race course maintenance or improvement.
- 6. The Colville Tribal Parks and Recreation Department will provide water rescue boats and rescue personnel during suicide race practice and during all four races.
- 7. All parties agree that a booster button or current day's rodeo ticket will allow customers on the dike area and/or top of the hill to view the Suicide Race for the 2022-2023 events only.

ARTICLE IV COPYRIGHT "SUICIDE RACE"

- 1. The Stampede agrees that the Owners and Jockeys Association may use the term "World Famous Suicide Race" for fund raising, and public relations work.
- 2. No individual, concessionaire, group or entity that is not associated with The Tribe, The Stampede, The Indian Encampment, Owners and Jockeys Association may use the term "Suicide Race" without permission from The Stampede.
- 3. The Stampede program director will work with The Tribes' designee to assure that all images, pictures, symbols and articles referencing to The Tribe are used appropriately in all Stampede publications for the event and or rodeo, including but not limited to the annual rodeo program. The Tribes' designee will have reasonable time to review proposed images, pictures, symbols and articles prior to their submission for publication, and the designee shall have the authority to reject any such images, pictures, symbols, articles or portions thereof. Rejected material will not be submitted for publication.

ARTICLE V PLANNING AND IMPROVEMENTS

1. It is recognized that The Omak Stampede event benefits all parties and their constituents. Because of the complex nature of dealing with these entities, and because all possible future issues cannot be addressed in this agreement, the parties agree to consider each other as "favored partners". This term shall refer to the fact that The Omak Stampede event cannot function without cooperation between the parties. When future issues occur, each party shall make a good faith effort to negotiate equitable solutions.

ARTICLE VI SUICIDE RACE

- 1. The Owners and Jockeys Association shall meet with the Stampede Rodeo Committee each year all qualified race horse owners and jockeys shall receive a pass to enter the Rodeo stands during the Rodeo and Suicide Race activities plus one companion pass for each rodeo performance. If a horse owner qualifies more than one horse, the same number of passes shall be given for each horse qualified.
- 2. The foregoing is limited to a total of 25 packets to be provided to the Owners and Jockeys for their distribution to the qualified horses.
- 3. After each race, horses and their jockeys and owners shall exit from the arena through the timed event box into the Owners and Jockeys staging area. Security personnel provided by The Stampede and the Owners and Jockeys Association will be positioned to keep spectators away from horses. The pass identified in #2 above will permit all horse owners and jockeys access to the dike area and the Owners and Jockeys staging area and arena if necessary.
- 4. The Owners and Jockeys Association will provide two horse ambulances/trailers. One ambulance/trailer will be in the designated area on the dike. The backup ambulance/trailer area will be determined prior to race time.
- 5. The Owners & Jockeys Association and The Indian Encampment will provide drummers and singers for an honor song for the riders during the Grand Entry portion of the Rodeo Event.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year above written,

City of Omak	Date
Kion All Jan	4/11/22
Omak Stampede, Inc.	Date /
Colville Confederated Tribes	Date
Peterlan	4/7/2022
Horse Owners and Jockeys Association	Date
MIA II	4-7-22
Omak Starnada Indian Encampment	Data

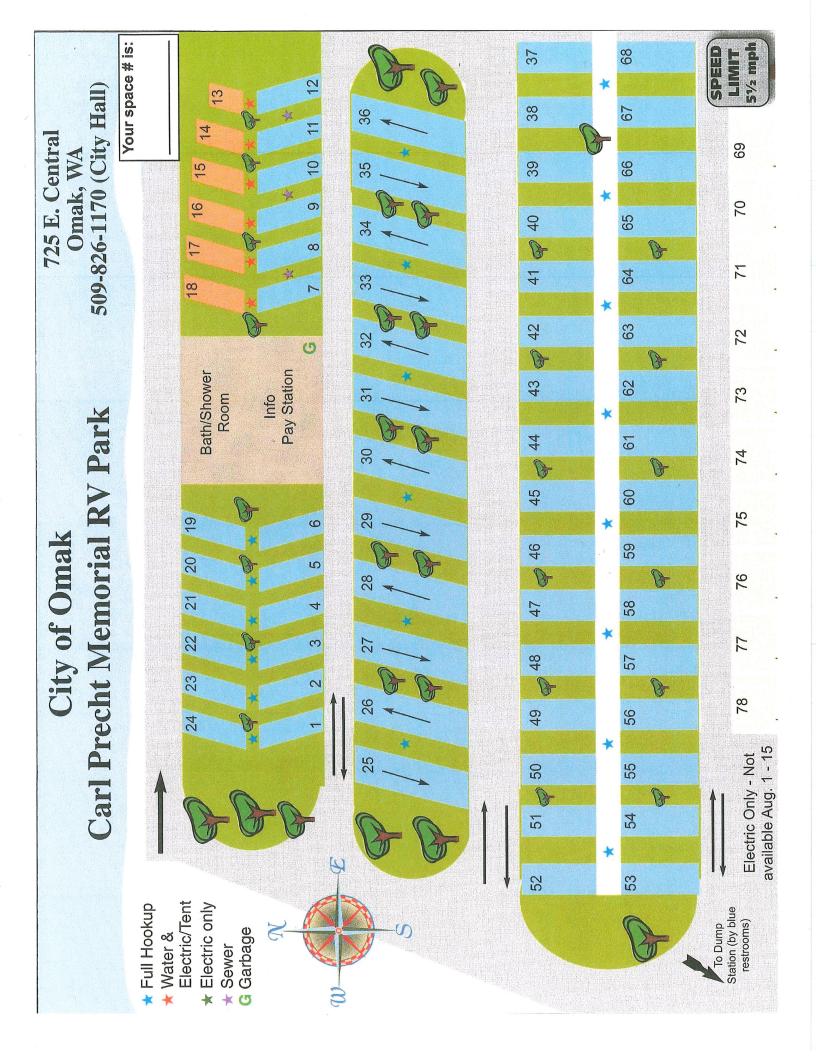
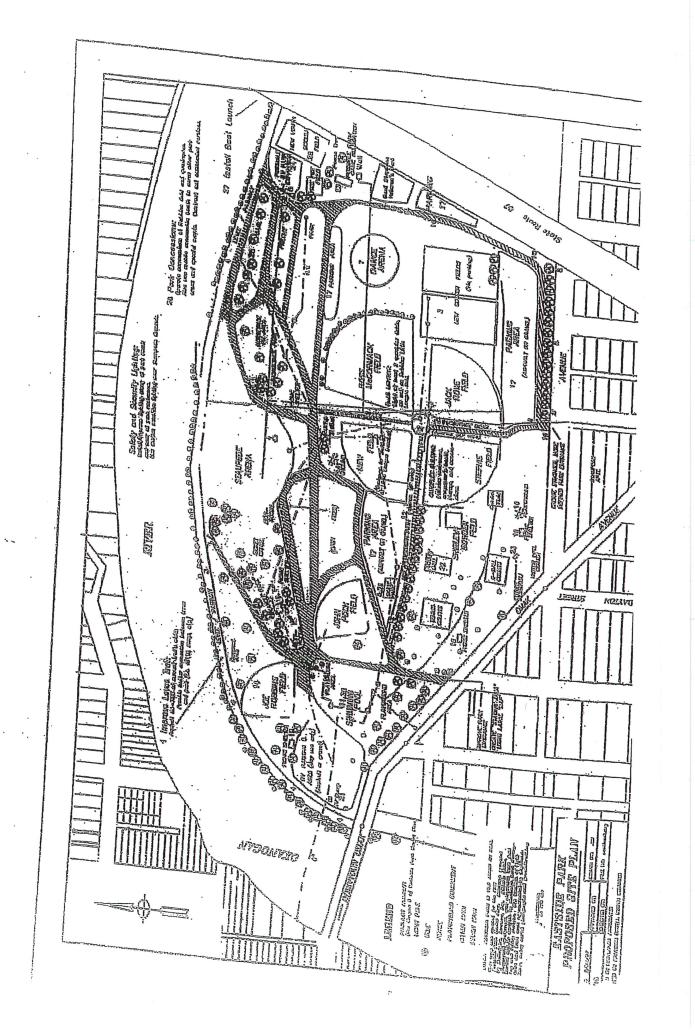


Exhibit A

(i)



MEMORANDUM

To:

Omak City Council

Cindy Gagnè, Mayor

From:

Todd McDaniel

Date:

April 18, 2022

Subject:

Ordinance 1911 Amending 2022 Salary Schedule, Co-Responder

The Attached <u>Ordinance 1911 – Amending Ordinance 1910 the Non-Union</u> <u>Personnel Salary Schedule for Fiscal 2022</u>, if forwarded for your consideration.

This Ordinance includes the wage and benefit information into the 2022 Non-Union Salary Schedule for the NEW employment position of Co-Responder.

The Range of this position is \$53,000 to \$66,000 and will include Full-Time Health and Welfare Benefits. This position is more than funded through a grant form Beacon Health Options, Inc. The Resolution 25-2022 accepting this grant misquoted the high end of this salary range as \$56,000.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1911

AN ORDINANCE AMENDING ORDINANCE NO. 1910, THE NON-UNION PERSONNEL SALARY SCHEDULE FOR FISCAL YEAR 2022

WHEREAS, the City Council of the City of Omak adopted the Non-Union Salary Schedule for 2022 effective January 1, 2022, by Ordinance No.1910, on December 8, 2021, and

WHEREAS, Resolution 25-2022 creates the employment position of Co-Responder through a grant program from Beacon Health Options Inc.; and

WHEREAS, the Co-Responder position has been established within the range of available grant funding, and includes standard full time Health and Welfare benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAK AS FOLLOWS:

<u>Section 1.</u> Ordinance No. 1910, adopting the Non-Union Salary Schedule for fiscal year 2022, shall be amended to include the position of Full-time Co-Responder as shown in Attachment "A" of this ordinance.

<u>Section 2.</u> This ordinance shall become effective from and after the date of its passage by Council, by a majority vote of all Councilmembers, approved by the Mayor, and publication as required by law.

of, 2022		day
	APPROVED:	
ATTEST:	Cindy Gagné, Mayor	_
Connie Thomas, City Clerk		
APPROVED AS TO FORM:		
Michael Howe, City Attorney		

Filed with City Clerk: Passed by City Council: 1 ST Re Date Published: Date Effective:				
On the day of passed Ordinance No. 1911	, 202	2, the City Cour	ncil of the City	of Omak
	DATED this _	day of		_2022.
	Connie Thom	as City Clerk		

2022 Non-Union Em	ployees	Attachment "A"					
alary Schedule	Department	- Description	Annual Sa	an/Pango	Manakhi Salai	Hourly	vage/range
	Department	Description	Ailliuai Sai	ary/Range	Monthly Salry	Houriy v	vage/range
Elected Officials		Mayor	N/A	\$15,600.00	N/A \$1,300.00		N/A
		City Council-\$200 per meeting	N/A	N/A	N/A		N/A
Full-Time Administra	tive	O'the Asharinin to the	***********		40 005 00		
		City Administrator	\$96,043.20	\$109,140.00	\$8,003.60 \$9,095.00		Exempt
Full-Time Departmen	t Heads	Deline Chief	ree 640 F2	\$400 704 00	#7 004 00 #8 202 00		F
		Police Chief Fire Chief	\$88,619.52 \$81,016.32	\$100,704.00 \$92,064.00	\$7,384.96 \$8,392.00 \$6,751.36 \$7,672.00		Exempt Exempt
		City Clerk	\$74,141.76	\$84,252.00	\$6,178.48 \$7,021.00		Exempt
		Public Works Director	\$79,083.84	\$89,868.00	\$6,590.32 \$7,489.00		Exempt
Full-Time Administra	tive Staff						
		Building Official	\$64,933.44	\$73,788.00	\$5,411.12 \$6,149.00		Exempt
		Assistant Public Works Director		\$74,916.00	\$5,493.84 \$6,243.00		Exempt
		Deputy Clerk	\$52,388.16	\$59,532.00	\$4,365.68 \$4,961.00	\$25.19	\$28.62
FULL-TIME CO-RESP	ONDER (Ord. 1911		<u>\$53,000.00</u>	\$66,000.00	\$4,416.67 \$5,500.00	\$25.48	\$31.73
Full-Time Office Staf	f & Police Secretary						
Grad		0-6 months employment		\$37,680.00	\$3,140.00		\$18.12
Grad	de 4	After 6 months employment		\$44,376.00	\$3,698.00		\$21.33
Grad	de 3	After 2 years employment		\$46,596.00	\$3,883.00		\$22.40
Grad	de 2	After 3 years employment		\$48,840.00	\$4,070.00		\$23.48
Grad	de 1	Upon supervisor's recommendat	ion	\$51,048.00	\$4,254.00		\$24.54
Full-Time Code Enfo		ntrol 0-6 months employment		\$39,036.00	\$3,253.00		\$18.77
Grad		After 6 months employment		\$41,256.00	\$3,438.00		\$19.83
Grad		After 2 years employment		\$46,140.00	\$3,845.00		\$22.18
Grad		After 3 years employment		\$49,512.00	\$4,126.00		\$23.80
Grad		Upon supervisor's recommendat	ion	\$56,196.00	\$4,418.00		\$25.49
Ola	00 1	and Mayors approval	1011	φου, 190.00	\$4,410.00		Ψ20,43
Part-time Tempora	ry/Seasonal Employ						Hourly Wa
		Pool Manager					\$18.02
		Pool Shift Supervisor					\$14.84
		Pool WSI State Minimum Wa Temporary Police Officer	ge				\$14.49 \$27.43
		Stampede Temporary Police					
		Seasonal or Part/time Public W	orks Employees				\$36.23 \$15.00
V							
Volunteer Firefigh	ters	Drills-Per Practice					\$15.00
		Fires-Per Call					\$20.00
		On Call Supervisor/per day					\$50.00
lonthly Longevity for F 5 years \$35 per mo		with the exception of Departme	nt rieads:				
10 years \$70 per mo							
15 years \$105 per m							
20 years \$150 per m							
nowledge and Expeire	nce shall be a factor i	n determining probationary wage	and pay				