
AGENDA
OMAK CITY COUNCIL MEETING
Monday, December 16, 2024 – 7:00 PM

A. CALL TO ORDER

B. CITIZEN COMMENTS

C. CORRESPONDENCE AND MAYOR'S REPORT

1. Employee Service Award Presentations
2. Team O.N.E. Presentation

D. CONSENT AGENDA

1. Approval of Minutes from December 2, 2024
2. Approval of 2024 Claims, November 2024 Manual Checks and Payroll

E. OLD BUSINESS

1. Ord. 1948 – 2nd Read Approve 2024 Budget Amendment – Water & Sewer Fund



F. NEW BUSINESS

1. Res. 71-2024 – Approve the Omak Stampede MOA 2025-2026
2. Res. 72-2024 – Approve 2025 Fuel Bid
3. Res. 73-2024 – Approve Agreement with Odo
4. Ord. 1949 – Non-Union Salary Schedule 2025



G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Adjourn to the Annual Holiday Social



Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: December 2, 2024 (1st Read)
December 16, 2024 (2nd Read)

Subject: Ordinance 1948 Amending Budget- Water & Street Funds

The Attached **Ordinance 1948 - Amending the City of Omak 2024 Budget, Appropriating Additional Expenditures and Recognizing Additional Revenues in the Water and Street Funds,** is forwarded for your consideration.

The Ordinance recognizes additional revenue and expenditures for the 2023 TIB Interlocal Chip Seal Project. The Project Total increased to \$310,294.00. Offsetting Grant revenues were increased to 294,779.00.

A \$300,000 transfer from the Water Reserve Fund to the Water Fund was needed to meet operational cash flows. This Amount will be transferred back by the end of the year when project revenues are received.

I approve of this Ordinance and recommend its adoption.

ORDINANCE NO. 1948

**AN ORDINANCE AMENDING THE CITY OF OMAK 2024 BUDGET,
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING
ADDITIONAL IN THE WATER AND STREET FUNDS**

WHEREAS, the City of Omak adopted the 2024 Budget by passage of Ordinance No. 1931 on December 4, 2023; and

WHEREAS, at the time of the adoption of the 2024 budget, funding needs for various grant applications, public works projects, inter-agency agreements, and the passage of a Public Safety tax were not known; and

WHEREAS, it is now prudent to recognize the additional revenues and appropriate the additional expenditures associated for these projects and programs; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1931 adopting the 2024 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

PASSED by the City Council of the City of Omak, this ____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Filed with City Clerk: _____
Passed by City Council: 1ST Reading _____
2nd Reading _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2024, the City Council of the City of Omak passed Ordinance No. 1948.

DATED this ____ day of _____ 2024

Connie Thomas, City Clerk

Attachment A			
Ordinance 1948			
Monday, December 2, 2024			
Description	Budget	Increase/Decrease	Revised Budget
102 Street Fund			
TIB 2023 Interlocal Crack Seal 102-334-03-83-82	\$ 95,000.00	\$ 199,779.00	\$ 294,779.00
Ending Fund Balance 102-508-51-00	\$ 96,458.07	\$ (10,515.00)	\$ 85,943.07
TIB 2023 Interlocal Crack Seal 102-595-30-63-13	\$ 100,000.00	\$ 210,294.00	\$ 310,294.00
Expenditure Total	\$ 1,452,430.81	\$ 210,294.00	\$ 1,662,724.81
Total Fund	\$ 1,548,888.88	\$ 199,799.00	\$ 1,748,667.88
Street Fund			
This amendment recognizes the addition of \$199,779 in revenue and additional expenditures of \$210,294 for 2023 TIB project. Ending Fund Balance is reduced by \$10,515.00.			
Description	Budget	Increase/Decrease	Revised Budget
401 Water Fund			
Transfer In From Water Reserve 401-397-00-00-11	\$ -	\$ 300,000.00	\$ 300,000.00
Ending Fund 401-508-51-00-00	\$ 236,660.38	\$ -	\$ 236,660.38
Transfer to Water Reserve 401-597-00-00-11	\$ -	\$ 300,000.00	\$ -
Expenditure Total	\$ 5,454,027.51	\$ 300,000.00	\$ 5,754,027.51
Total Fund	\$ 5,690,687.89	\$ 300,000.00	\$ 5,990,687.89
Water Fund			
This Amendment recognizes a \$300,000 transfer in/out with the Water Reserve Fund. Transactions are offsetting with no effect to Ending Fund Balance			
Description	Budget	Increase/Decrease	Revised Budget
412 Water Reserve			
Transfer In From Water Fund 411-397-00-00	\$ -	\$ 300,000.00	\$ 300,000.00
Ending Fund 411-508-51-00-00	\$ 532,954.65	\$ -	\$ 532,954.65
Transfer to Water Reserve 411-597-00-00-11	\$ -	\$ 300,000.00	\$ 300,000.00
Expenditure Total	\$ -	\$ 300,000.00	\$ 300,000.00
Total Fund	\$ 532,954.65	\$ 300,000.00	\$ 832,954.65
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Attachment A
Ordinance 1948
Monday, December 2, 2024

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MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: December 16, 2024

Subject: **Resolution 71-2024** Approving Stampede Memorandum of Agreement.

The attached Resolution 71-2024, **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 2025 AND 2026 OMAK STAMPEDES**, is forwarded for your consideration.

This is a two year, MOA agreed upon by the parties the make up the Omak Stampede. The change made was to add another RV Site for the Indian Encampment this site was given up in a previous MOA.

Other items noted during the meeting were power upgrades for the Owners and Jockeys and Encampment vendor areas. Due to budget restraints the items will be revisited at a future date.

I support this Resolution and recommend its approval.

RESOLUTION NO. 71-2024

**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 2025 AND 2026 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 2025-2026 is slightly modified from 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 **2025 & 2026 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 _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

2025-2026

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 (President), one Tribal Member from the Indian Encampment (President), and one Colville Business Council member from the Omak District (Appointed by Colville Tribal Business Council). 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 2025-2026 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 four (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 four (4) camping spaces (spaces 54,55,56, 57) 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.

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. Another \$8,500.00 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 sum of \$16,000.00 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. 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 \$2,000.00. 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. 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.

3. The Stampede will provide \$8,000.00 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.
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 racecourse 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 2025-2026 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 racehorse 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

Omak Stampede, Inc Date

Owner's & Jockey's Association Date

Omak Stampede Indian Encampment Date

Colville Tribal Business Council Date



EXISTING FAIR EXHIBITED AFTER PLAN

LAND
 PROPERTY ASSOCIATION
 AREA OF FAIRGROUND
 JOHN F. WEAVER
 1111 N. 32nd St.
 W. R. 100 21

1 Impending Injury Risk
 Impending injury risk is indicated by the shaded area.

Safety and Security Lifelines
 Indicated by the dashed lines.

20 Park Dispositions
 Disposition of fields and grounds.

DAYTON STREET

MARKET STREET

DOUGLAS AVENUE

State Route 27

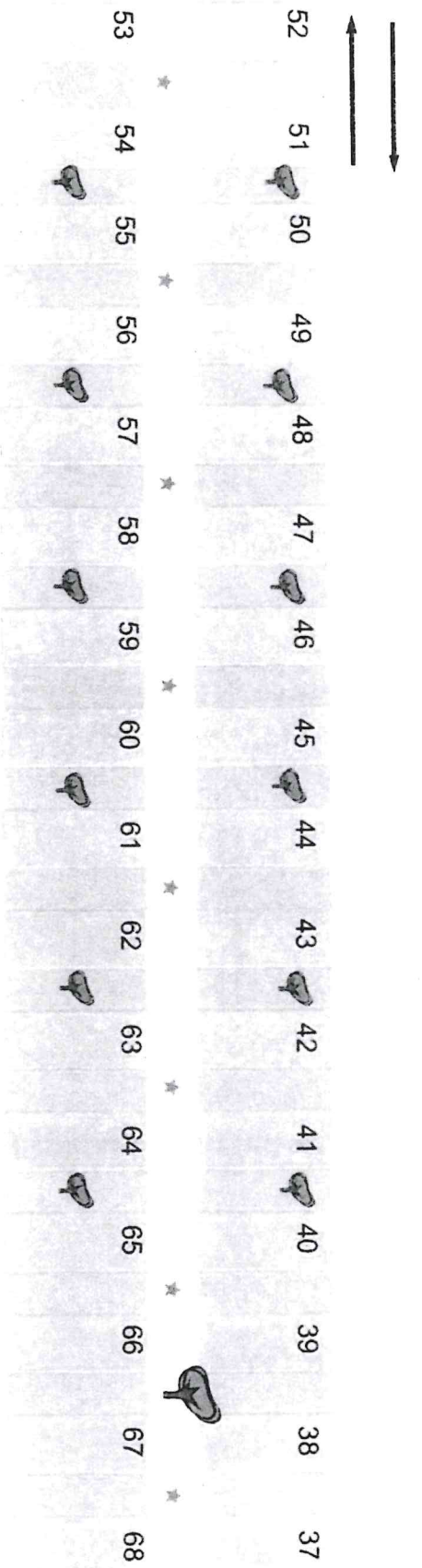
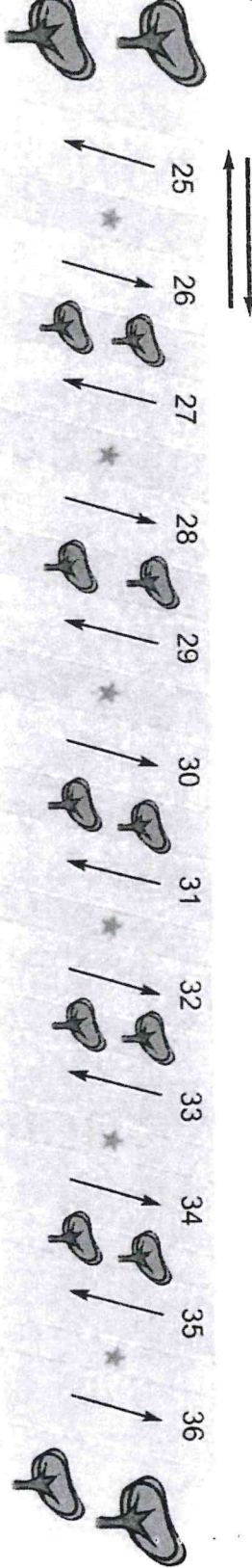
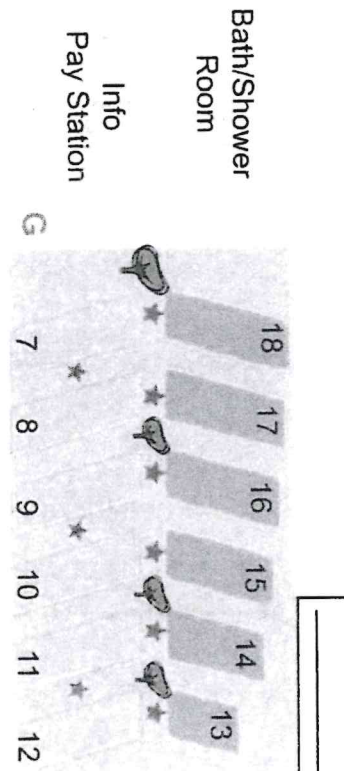
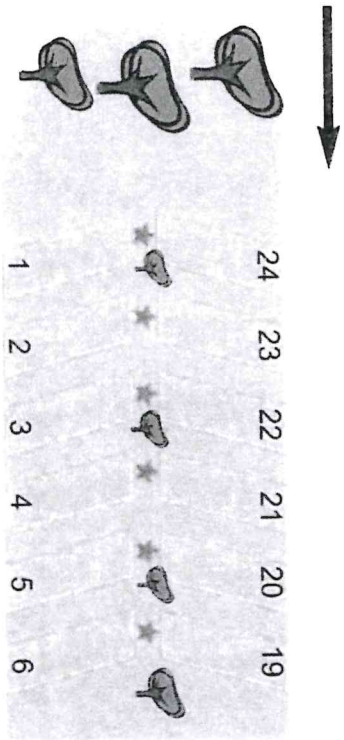
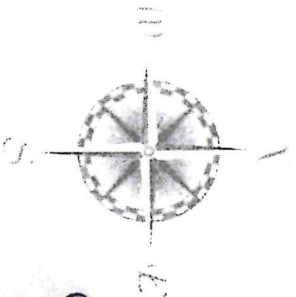
EXHIBIT 8

City of Omak Carl Precht Memorial RV Park

725 E. Central
Omak, WA
509-826-1170 (City Hall)

Your space # is: _____

- ★ Full Hookup
- ★ Water & Electric/Tent
- ★ Electric only
- ★ Sewer
- Garbage



Electric Only - Not available Aug. 1 - 15



EXHIBIT B.



**EASTSIDE PARK
PROPOSED SITE PLAN**

DATE	PROJECT NO.	SCALE
DRAWN BY	CHECKED BY	TITLE NO.
DESIGNED BY		
DRAWN BY		

LEGEND

- PROJECT NUMBER
- DATE
- DRAWN BY
- CHECKED BY
- TITLE NO.
- DESIGNED BY
- DRAWN BY

4 Improving Lanes Trak:
Improve the Trak of several lanes along
the river and add a. of the river side.

Safety and Security Lighting:
Improve lighting along all paths
and near all gate entrances.
Use motion sensitive lighting near Staupe Arena.

20 Park Concessions:
Specify location of portable food and beverage
areas and near all gate entrances.
Specify and grade seats. District all concession areas.

27 Install Boat Launch

State Route 97

DAYTON STREET

RIVER

AVENUE

AVENUE

State Route 97

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 16, 2024

Subject: Resolution 72-2024 Approving 2025 Fuel Bid

The attached Resolution No. 72-2024, Acceptance of Bid and Approval of Contract Between Whitley Fuel LLC and the City of Omak for 2021 Petroleum Product Needs, is forwarded for your consideration.

The City advertised for 2025 fuel bids on November 27, 2024 in the Omak Chronicle. Only one bid was received from Whitley Fuel.

The attached Resolution will award the contract to Whitley fuel for 2025 fuel purchased.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 72-2024

**ACCEPTANCE OF BID AND APPROVAL OF CONTRACT
BETWEEN WHITLEY FUEL LLC AND THE CITY OF OMAK
FOR 2025 PETROLEUM PRODUCT NEEDS**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the bid received from Whitley Fuel LLC for 2025 petroleum products, is hereby accepted. The bid tabulation sheet attached hereto as Exhibit "A", and the contract agreement, attached hereto as Exhibit "B", between the **CITY OF OMAK**, a municipal corporation, and **WHITLEY FUEL LLC** a private corporation, are hereby approved. The Mayor is hereby authorized and directed to execute the contract for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

BID TABULATION

12

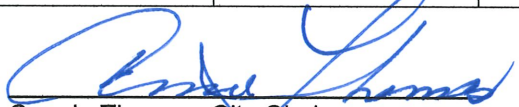
PROJECT TITLE: 2025 Fuel Bids

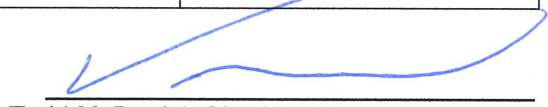
DEPARTMENT: Public Works

DATE: December 11, 2025

TIME: 2:00 PM

<i>mark up</i> Contractors:	<i>Whitely Fuel</i>		
Premium Unleaded	<i>16332</i> <i>24500</i>		
Mid-Level Unleaded	<i>.2388</i>		
Regular Unleaded	<i>.2388</i>		
Diesel #2:	<i>.2640</i>		
Dyed Diesel #2:	<i>.2640</i>		


Connie Thomas, City Clerk


Todd McDaniel, City Administrator

Date: *12.11.24*

Date: *12/12/24*

ATTACHMENT "A"

Bidders are to specify on the Bid Price Schedule one Oil price Information Service (OPIS) reference city for each product, OPIS is a published by United Communications Group, 9737 Washington BLVD. Suite 200 Gaithersburg, MD 208778. Bidders are to specify a firm fixed price also referred to as per Gallon Markup for each fuel listed. Per Gallon Markup shall include all costs for Overhead, profit, and delivery.

Bids evaluation will consider total price, contractor's qualifications, ability to deliver, capacity to deliver, proximity of fueling sites, and all other pertinent information that ensure safe reliable fueling operations.

**CITY OF OMAK
2025 PETROLEUM PRODUCTS**

	EST. Vol	Rack City	Branded or non-branded	OPIS Price as Published 12/5/2024	Mark up	Price
Premium Ethanol Free	500	Spokane	Average w/CAR	2.8176	.6332	3.4508
Regular Unleaded	9000	Spokane	Average w/CAR	2.4030	.2388	2.6418
Mid Range Unleaded	7500	Spokane	Average w/CAR	2.5849	.2388	2.8237
Diesel No. 2	6000	Spokane	Average w/CAR	2.8470	.2640	3.1110
Dyed Diesel No.2	500	Spokane	Average w/CAR	2.8470	.2640	3.1110

VOLUMES ARE IN GALLONS AND PRICES IN DOLLARS PER GALLON.

ALL BIDS SHALL BE FOR A SELF SERVICE DELIVERY SYSTEM


THE FOLLOWING DEVIATIONS FROM BID SPECIFICATIONS ARE INCLUDED IN MY BID:

FIRM NAME: Whitley Fuel LLC

MAILING ADDRESS: PO Box 907
Okanogan, WA 98840

PHONE NUMBER: 509-422-3120

RESPONSIBLE OFFICER: Brian H. Whitley
(Please print)

 12/10/24
Signature Date
Manager
Title

1) SUPPLIER QUESTIONNAIRE:

The following information is to be furnished and may be used in reviewing bidder's delivery and service capabilities and overall qualifications.

Indicate which one of the following best defines your company's activity and the number of years you have been in this business under the present name.

CHECK ONE: Refiner _____ Brand Jobber X No. of Years 40+
Distributor _____ No. of Years _____
Other _____ No. of Years _____

2) Primary fueling location:

Omak Area _____ Pacific Pride _____
Network POS _____ Pacific Pride _____

INFORMATION TO BIDDERS

Estimated requirements for the petroleum products for 2025 are as follows:

UNLEADED FUEL	9,000 GALLONS
MID-GRADE UNLEADED FUEL	7,500 GALLONS
SUPER UNLEADED – Ethanol Free	5000 GALLONS
DIESEL FUEL	6,000 GALLONS

All bids shall be on the first grade petroleum products of major companies such as Chevron, Shell, Arco, Chevron, Mobile, Exxon, or equal, and shall be named in the "Oil Price Information Service." The successful bidder will be required to document his monthly statements and invoices to the satisfaction of the City of Omak with the OPIS prices used in calculating his invoice prices. All bids shall contain:

- 1) Provision for a secure single card system with a monthly computer printout of products purchased during the past month; and
- 2) Ability to purchase petroleum products at other locations outside of the Omak area.

All bids shall be in conformance with bidding specifications, which are available at the office of the Omak City Clerk.

The contract shall be let under the terms of RCW 35A.40.210, to the lowest responsible bidder; taking into consideration, in addition to the price, the ability, capacity and skill to perform the contract; the character, integrity, experience and efficiency of the bidder; previous and existing compliance with laws relating; and such other information as may be secured having a bearing on the decision to award the contract.

The City of Omak reserves the right to accept any portions of the items bid excluding others, whenever such is in the best interest of the city, to accept or reject any or all bids, and to waive minor informalities.

CITY OF OMAK PETROLEUM CONTRACT - TERMS AND CONDITIONS

CONTRACT PERIOD - Initial contract shall commence on the 1st day of January 2025 and be terminated on the 31st day of December, 2025.

SCOPE - This bid is for the purchase of fuels utilizing a self-service fuel dispensing system. The following shall be included in this bid as mandatory items:

- 1) Regular Unleaded gasoline
- 2) Mid-Grade Unleaded gasoline
- 3) Premium Unleaded Ethanol Free gasoline
- 4) Diesel Fuel No. 2

BID PRICES - Bidders shall bid their fuel prices on Attachment A. **BID PRICES ARE TO BE EXCLUSIVE OF ALL SALES TAX AND EXCISE TAXES THAT ARE THE RESPONSIBILITY OF THE BIDDER. BID PRICES ARE TO BE BASED ON THE OPIS PRICES THAT ARE PUBLISHED IN THE WEEKLY OPIS PRICE PUBLICATION WITH CONFIRMED MOVES THROUGH December 5, 2024.**

PRICE ESCALATION - Contract prices will be allowed to increase or decrease after bid opening and during the terms of the contract. All contract price adjustments shall be based solely on the change in the Vendor's certified supplier's listed price for ONE of the following cities: Seattle, Spokane or Pasco, as reported in the weekly publication, Oil Price Information Service (OPIS). No other price changes method (such as referencing your own posted price list or your supplier's price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid non-responsive.

Bidder shall specify his certified supplier and the price adjustment reference city (Seattle, Spokane, or Pasco) to be used for contract price adjustment on Attachment A. One supplier and one reference city may be specified by each bidder for each product bid. If OPIS does not list the supplier, or one or more supplier product prices for a reference city, the listed average price for that city shall be issued.

Any upward or downward change in the certified supplier's prices from one OPIS publication to the next will be added to or subtracted from the previous contract price. The effective date of the price change will be on the Monday of the date of the OPIS publication which reflects the price change.

The first price adjustment shall be based on the difference in the prices from the OPIS prices established on **December 20, 2023**. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be **January 1, 2024**. The successful bidder will be required to document his monthly invoices from the OPIS statements used in calculating said invoices, to the satisfaction of the City of Omak. If it appears that an error has occurred on any OPIS issue, the publisher shall be contacted for clarification.

Approved price changes or other amendments to the contract shall be documented using a "Contract Change Notice."

All contract fuel price changes shall be on a cents per gallon basis.

Requests for price increases to compensate for other increases in the cost of doing business, other than OPIS price changes will not be considered.

Notwithstanding the above, should the price structure become unworkable, detrimental, or injurious to the city or result in prices, which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, the cities reserve the sole right to cancel this contract upon giving the Vendor ten (10) days notice. The City shall not be responsible for any costs or lost profits resulting from such contract cancellation.

QUALIFICATIONS OF THE BIDDER: At the time of the bid opening, bidder must be an established refiner, distributor or dealer with facilities, personnel and equipment to perform all requirements herein.

CERTIFICATION OF SUPPLIER: Bidders, other than refiners of the products bid, shall submit with their bid a letter from their supplier or copy of current supply contract certifying that the volumes and products offered are available to the bidder.

NON-EXCLUSIVE CONTRACT: This is a non-exclusive contract whereby Omak may, in case of emergency or special circumstances, purchase from any service station.

KEY CARD OR OTHER SELF-DELIVERY METHODS: Bidders shall select to bid as a self delivery system. Bidders shall provide for a secure single card system with a monthly computer printout and suitable formatted .csv data of products purchased during the past month; and the ability to provide petroleum products at other locations outside of the Omak area.

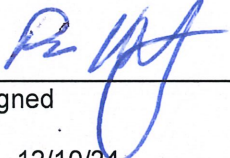
DEVIATIONS: Deviations from any part of the "Invitation to Bid" must be clearly noted and explained in compliance detail on bidder's return bid documents.

METHOD OF AWARD: Bidders are to bid a single per gallon price for each category listed. Bid prices shall be evaluated as being in effect on the date of bid opening.

CONTRACTOR:

Whitley Fuel LLC

Company Name



Signed

12/10/24

Date

**CITY OF OMAK, a municipal
corporation**

Cindy Gagne, Mayor

Date

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: December 16, 2024

Subject: **Resolution No. 73-2024** Approving an agreement for park reservation system.

The attached Resolution **73-2024, A RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT WITH ODOO SA FOR THE PARK ONLINE RESERVATIONS,** is forwarded for your consideration.

Currently we are using Camplife for RV park and park shelter reservations. We are planning on adding athletic fields to the reservation system. A better fit for what we are wanting to accomplish is Odoo. It will be more user friendly for all involved.

The overall cost of this is less than what we have been paying for the system we have been using. The cost for this program will be absorbed within the 2024 and 2025 approved budgets.

This agreement has been sent off to Mick for legal review. The mayor's execution of this agreement is contingent upon his approval. We are trying to expedite this process to ensure programming and rollout of this program can be accomplished before RV Park and Park facilities become active for 2025.

I support this Resolution and recommend its approval.

RESOLUTION NO. 73-2024

A RESOLUTION APPROVING A SUBSCRIPTION AGREEMENT WITH ODOO SA FOR THE PARK ONLINE RESERVATIONS

WHEREAS, the City of Omak desires to expand the online reservation system used in the parks and RV Park, and

WHEREAS, Odoo SA can provide the needed services for a automated park reservation system, and

WHEREAS, this Agreement will provide our customers a 24/7 web based Online Reservation Service which allows a customer to use a major debit/credit card to pay for their reservation, and

WHEREAS, an Agreement has been drafted and submitted to the City Attorney for legal review.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Omak, Washington, that the Subscription Agreement with Odoo SA attached as Exhibit "A", between the **CITY OF OMAK**, a municipal government, and **Odoo SA**, a private corporation, is hereby approved, contingent on legal review. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Odoo Enterprise Subscription Agreement

Note: Version 10a - 2022-10-27

By subscribing to the Odoo Enterprise services (the “Services”) provided by Odoo SA and its affiliates (collectively, “Odoo SA”) in relation with Odoo Enterprise Edition or Odoo Community Edition (the “Software”), hosted on Odoo SA’s Cloud platforms (the “Cloud Platform”) or on-premises (“Self-Hosting”), you (the “Customer”) are agreeing to be bound by the following terms and conditions (the “Agreement”).

1 Term of the Agreement

The duration of this Agreement (the “Term”) shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

2 Definitions

User Any user account indicated as active in the Software, with access to creation and/or edition mode. Deactivated user accounts and accounts used by external people (or systems) who only have limited access to the Software through the portal facilities (known as “portal Users”) are not counted as Users.

App An “App” is a specialized group of features available for installation in the Software.

Odoo Partner An Odoo Partner is a third-party company or individual, chosen by the Customer, and working with the Customer for their Odoo related services. The Customer can decide at any time to work with a different Odoo Partner, or to work with Odoo SA directly (subject to prior notice).

Extra Module An extra module is a directory of source code files, or a set of Python-based customizations created in a database (e.g. with Odoo Studio), that adds features or changes the standard behavior of the Software. It may have been developed by the Customer, by Odoo SA, by an Odoo Partner on behalf of the Customer, or by third parties.

Covered Extra Module A Covered Extra Module is an Extra Module for which the Customer chooses to pay a maintenance fee in order to get support, upgrade and bug fixing services.

Bug Is considered a Bug any failure of the Software or of a Covered Extra Module that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of Odoo SA (typically, when the Software does not produce the results or performance it was designed to produce, or when a country-specific feature does not meet legal accounting requirements anymore).

Covered Versions Unless specified otherwise, the Services provided under this Agreement are applicable only to the Covered Versions of the Software, which include the 3 most recently released major versions.

Subscription Plan A Subscription Plan defines a set of Apps, features and hosting solutions covered by this Agreement, and is defined in writing at the conclusion of this Agreement.

3 Access to the Software

The Customer can use the Software hosted on the Cloud Platform, or choose the Self-Hosting option. The Cloud Platform is hosted and fully managed by Odoo SA, and accessed remotely by the Customer. With the Self-Hosting option, the Customer instead hosts the Software on computer systems of their choice, that are not under the control of Odoo SA.

For the duration of this Agreement, Odoo SA gives the Customer a non-exclusive, non-transferable license to use (execute, modify, execute after modification) the Odoo Enterprise Edition software, under the terms set forth in *9 Appendix A: Odoo Enterprise Edition License*.

The Customer agrees to take all necessary measures to guarantee the unmodified execution of the part of the Software that verifies the validity of the Odoo Enterprise Edition usage and collects statistics for that purpose, including but not limited to the running of an instance, the number of Users, the installed Apps, and the number of lines of code of Covered Extra Modules.

Odoo SA commits not to disclose individual or named figures to third parties without the consent of the Customer, and to deal with all collected data in compliance with its official Privacy Policy, published at <https://www.odoo.com/privacy>.

Upon expiration or termination of this Agreement, this license is revoked immediately and the Customer agrees to stop using the Odoo Enterprise Edition software and the Cloud Platform.

Should the Customer breach the terms of this section, the Customer agrees to pay Odoo SA an extra fee equal to 300% of the applicable list price for the actual number of Users.

4 Services

4.1 Bug Fixing Service

For the duration of this Agreement, Odoo SA commits to making all reasonable efforts to remedy any Bug of the Software and Covered Extra Modules submitted by the Customer through the appropriate channel (typically, the web form or phone numbers listed on [odoo.com/help](https://www.odoo.com/help) (<https://www.odoo.com/help>), or when working with an Odoo Partner, the channel provided by the partner), and to start handling such Customer submissions within 2 business days.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Customer. If the Customer is using a Covered Version, they will not be asked to upgrade to a more recent Covered Version of the Software as a remedy to a Bug.

When a Bug is fixed in any Covered Version, Odoo SA commits to fixing the Bug in all more recent Covered Versions of the Software.

Both parties acknowledge that as specified in the license of the Software and in the *7.3 Limitation of Liability* section of this Agreement, Odoo SA cannot be held liable for Bugs in the Software or in Covered Extra Modules.

4.2 Security Updates Service

Self-Hosting

For the duration of this Agreement, Odoo SA commits to sending a “Security Advisory” to the Customer for any security Bug that is discovered in the Covered Versions of the Software (this excludes Extra Modules), at least 2 weeks before making the Security Advisory public, unless the Bug has already been disclosed publicly by a third party. Security Advisories include a complete description of the Bug, its cause, its possible impacts on the Customer’s systems, and the corresponding remedy for each Covered Version.

The Customer understands that the Bug and the information in the Security Advisory must be treated as Confidential Information as described in *6.4 Confidentiality* during the embargo period prior to the public disclosure.

Cloud Platform

Odoo SA commits to apply the security remedies for any security Bug discovered in a version of the Software hosted on the Cloud Platform, on all systems under its control, as soon as the remedy is available, without requiring any manual action of the Customer.

4.3 Upgrade Services

Upgrade Service for the Software

For the duration of this Agreement, the Customer can submit upgrade requests through the appropriate channel (typically Odoo SA's upgrade service website), in order to convert a database of the Software from any version of the Software to a more recent Covered Version (the "Target Version").

For the Cloud Platform, upgrade requests are submitted directly from the control panel of the Cloud Platform, and do not require any data upload. For Self-Hosting, upgrade requests must include a copy of the Customer's database and the associated data (typically obtained from the Backup menu of the Software).

This service is provided through an automated platform in order to allow the Customer to perform unattended upgrades once a previous version of the Customer's database has been successfully upgraded for a Covered Version.

The Upgrade Service is limited to the technical conversion and adaptation of the Customer's database to make it compatible with the Target Version, the correction of any Bug directly caused by the upgrade operation and not normally occurring in the Target Version, and the conversion of the source code and data of Covered Extra Modules for the Target Version.

It is the responsibility of the Customer to verify and validate the upgraded database in order to detect Bugs, to analyze the impact of changes and new features implemented in the Target Version, and to convert and adapt for the Target Version any third-party extensions of the Software that were installed in the database before the upgrade (e.g. non-covered Extra Modules). The Customer may submit multiple upgrade requests for a database, until an acceptable result is achieved.

4.4 Cloud Hosting Services

For the duration of this Agreement, when the Customer chooses to use the Cloud Platform, Odoo SA commits to providing at least the following services:

- Choice of multiple hosting regions (minimum 3: Europe, America, Asia/Pacific)
- Hosting in Tier-III data centers or equivalent, with 99.9% network uptime
- Grade A SSL (HTTPS) Encryption of communication
- Fully automated, verified backups, replicated in multiple regions
- Disaster Recovery Plan, tested regularly

The details of the Cloud Hosting Services are described on the Service Level Agreement page at <https://www.odoo.com/cloud-sla>.

4.5 Support Services

Scope

For the duration of this Agreement, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions regarding Bugs (see *4.1 Bug Fixing Service*) or guidance with respect to the use of the standard features of the Software and Covered Extra Modules.

Other assistance requests, such as questions related to development or customizations may be covered through the purchase of a separate service agreement. In case it's not clear if a request is covered by this Agreement, the decision is at the discretion of Odoo SA.

Availability

Tickets can be submitted via the web form or phone numbers listed on [odoo.com/help](https://www.odoo.com/help) (<https://www.odoo.com/help>), or when working with an Odoo Partner, the channel provided by the partner, subject to local opening hours.

4.6 Working with an Odoo Partner

For bug fixes, support and upgrade services, the Customer may either work with an Odoo Partner as the main point of contact, or work with Odoo SA directly.

If the Customer decides to work with an Odoo Partner, Odoo SA will subcontract services related to the Covered Extra Modules to the Odoo Partner, who becomes the main point of contact of the customer. The Odoo Partner may contact Odoo SA on behalf of the customer for second-level assistance with regard to standard features of the Software.

If the Customer decides to work with Odoo SA directly, services related to Covered Extra Modules are provided *if and only if* the Customer is hosted on the Odoo Cloud Platform.

5 Charges and Fees

5.1 Standard charges

The standard charges for the Odoo Enterprise subscription and the Services are based on the number of Users and the Subscription Plan used by the Customer, and specified in writing at the conclusion of the Agreement.

When during the Term, the Customer has more Users or uses features that require another Subscription Plan than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price (at the time of the deviation from the specified number of Users or Subscription Plan) for the additional Users or the required Subscription Plan, for the remainder of the Term.

In addition, services for Covered Extra Modules are charged based on the number of lines of code in these modules. When the Customer opts for the maintenance of Covered Extra Modules, the charge is a monthly fee per 100 lines of code (rounded up to the next hundred), as specified in writing at the conclusion of the Agreement. Lines of code will be counted with the `cloc` command of the Software, and include all text lines in the source code of those modules, regardless of the programming language (Python, Javascript, XML, etc.), excluding blank lines, comment lines and files that are not loaded when installing or executing the Software.

When the Customer requests an upgrade, for each Covered Extra Module that has not been covered by a maintenance fee for the last 12 months, Odoo SA may charge a one-time extra fee for each missing month of coverage.

5.2 Renewal charges

Upon renewal as covered in section *1 Term of the Agreement*, if the charges applied during the previous Term are lower than the most current applicable list price, these charges will increase by up to 7%.

5.3 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, “Taxes”). The Customer is responsible for paying all Taxes associated with purchases made by the Customer under this Agreement, except when Odoo SA is legally obliged to pay or collect Taxes for which the Customer is responsible.

6 Conditions of Services

6.1 Customer Obligations

The Customer agrees to:

- pay Odoo SA any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified at the signature of this contract ;
- immediately notify Odoo SA when their actual number of Users exceeds the number specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee as described in section *5.1 Standard charges*;
- take all measures necessary to guarantee the unmodified execution of the part of the Software that verifies the validity of the Odoo Enterprise Edition usage, as described in *3 Access to the Software* ;
- appoint 1 dedicated Customer contact person for the entire duration of the Agreement;
- provide written notice to Odoo SA 30 days before changing their main point of contact to work with another Odoo Partner, or to work with Odoo SA directly.

When the Customer chooses to use the Cloud Platform, the Customer further agrees to:

- take all reasonable measures to keep their user accounts secure, including by choosing a strong password and not sharing it with anyone else;
- make a reasonable use of the Hosting Services, to the exclusion of any illegal or abusive activities, and strictly observe the rules outlined in the Acceptable Use Policy published at <https://www.odoo.com/acceptable-use>.

When the Customer chooses the Self-Hosting option, the Customer further agrees to:

- take all reasonable measures to protect Customer’s files and databases and to ensure Customer’s data is safe and secure, acknowledging that Odoo SA cannot be held liable for any data loss;
- grant Odoo SA the necessary access to verify the validity of the Odoo Enterprise Edition usage upon request (e.g. if the automatic validation is found to be inoperant for the Customer).

6.2 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 30 000.00 (thirty thousand euros).

6.3 Publicity

Except where notified otherwise in writing, each party grants the other a non-transferable, non-exclusive, royalty free, worldwide license to reproduce and display the other party's name, logos and trademarks, solely for the purpose of referring to the other party as a customer or supplier, on websites, press releases and other marketing materials.

6.4 Confidentiality

Definition of “Confidential Information”: All information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential.

For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted by law.

6.5 Data Protection

Definitions “Personal Data”, “Controller”, “Processing” take the same meanings as in the Regulation (EU) 2016/679 and the Directive 2002/58/EC, and any regulation or legislation that amends or replaces them (hereafter referred to as “Data Protection Legislation”)

Processing of Personal Data

The parties acknowledge that the Customer's database may contain Personal Data, for which the Customer is the Controller. This data will be processed by Odoo SA when the Customer instructs so, by using any of the Services that require a database (e.g. the Cloud Hosting Services or the Database Upgrade Service), or if the Customer transfers their database or a part of their database to Odoo SA for any reason pertaining to this Agreement.

This processing will be performed in conformance with Data Protection Legislation. In particular, Odoo SA commits to:

- (a) only process the Personal Data when and as instructed by the Customer, and for the purpose of performing one of the Services under this Agreement, unless required by law to do so, in which case Odoo SA will provide prior notice to the Customer, unless the law forbids it ;
- (b) ensure that all persons within Odoo SA authorised to process the Personal Data have committed themselves to confidentiality ;
- (c) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure ;
- (d) forward promptly to the Customer any Data Protection request that was submitted to Odoo SA with regard to the Customer's database ;
- (e) notify the Customer promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data ;
- (f) notify the Customer if the processing instructions infringe applicable Data Protection Legislation, in the opinion of Odoo SA;

- (g) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;
- (h) permanently delete all copies of the Customer's database in possession of Odoo SA, or return such data, at the Customer's choice, upon termination of this Agreement, subject to the delays specified in Odoo SA's Privacy Policy (<https://www.odoo.com/privacy>) ;

With regard to points (d) to (f), the Customer agrees to provide Odoo SA with accurate contact information at all times, as necessary to notify the Customer's Data Protection responsible.

Subprocessors

The Customer acknowledges and agrees that in order to provide the Services, Odoo SA may use third-party service providers (Subprocessors) to process Personal Data. Odoo SA commits to only use Subprocessors in compliance with Data Protection Legislation. This use will be covered by a contract between Odoo SA and the Subprocessor that provides guarantees to that effect. Odoo SA's Privacy Policy, published at <https://www.odoo.com/privacy> provides up-to-date information regarding the names and purposes of Subprocessors currently in use by Odoo SA for the execution of the Services.

6.6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Further, Odoo SA may terminate the Agreement immediately in the event the Customer fails to pay the applicable fees for the Services within 21 days following the due date specified on the corresponding invoice, and after minimum 3 reminders.

Surviving Provisions: The sections “6.4 Confidentiality”, “7.2 Disclaimers”, “7.3 Limitation of Liability”, and “8 General Provisions” will survive any termination or expiration of this Agreement.

7 Warranties, Disclaimers, Liability

7.1 Warranties

Odoo SA owns the copyright or an equivalent¹ on 100% of the code of the Software, and confirms that all the software libraries required to use the Software are available under a licence compatible with the licence of the Software.

For the duration of this Agreement, Odoo SA commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and, for Self-Hosting, that the Software is installed in a suitable operating environment;
- the Customer provides adequate troubleshooting information and, for Self-Hosting, any access that Odoo SA may need to identify, reproduce and address problems;
- all amounts due to Odoo SA have been paid.

The Customer's sole and exclusive remedy and Odoo SA's only obligation for any breach of this warranty is for Odoo SA to resume the execution of the Services at no additional charge.

¹ External contributions are covered by a Copyright License Agreement (<https://www.odoo.com/cla>) that provides a permanent, free and irrevocable, copyright and patent licence to Odoo SA.

7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

Odoos SA does not warrant that the Software complies with any local or international law or regulations.

7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort or otherwise, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay finds its cause in a case of *force majeure*, such as governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

8 General Provisions

8.1 Governing Law

This Agreement and all Customer orders will be subject to Belgian law. Any dispute arising out of or in connection with this Agreement or any Customer order will be subject to the exclusive jurisdiction of the Nivelles Business Court.

8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

9 Appendix A: Odoo Enterprise Edition License

Odoo Enterprise Edition is licensed under the Odoo Enterprise Edition License v1.0, defined as follows:

Odoo Enterprise Edition License v1.0

This software and associated files (the "Software") can only be used (executed, modified, executed after modifications) with a valid Odoo Enterprise Subscription for the correct number of users.

With a valid Partnership Agreement with Odoo S.A., the above permissions are also granted, as long as the usage is limited to a testing or development environment.

You may develop Odoo modules based on the Software and distribute them under the license of your choice, provided that it is compatible with the terms of the Odoo Enterprise Edition License (For example: LGPL, MIT, or proprietary licenses similar to this one).

You may use Odoo modules published under any license along with the Software, provided that their license is compatible with the terms of the Odoo Enterprise License (Including, but not limited to, any module published on the Odoo Apps Store on odoo.com/apps)

It is forbidden to publish, distribute, sublicense, or sell copies of the Software or modified copies of the Software.

The above copyright notice and this permission notice must be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.



Odoo Terms of Sale

Note: Last revision: September 12, 2023.

These General Terms of Sale govern the sale of products and services by Odoo S.A. and its affiliates (collectively, “Odoo S.A.”) to the client. Additional terms may apply for services provided by Odoo S.A. (for example, the Enterprise Subscription Agreement). If these additional terms are inconsistent with the General Terms of Sale, the additional terms will prevail over these General Terms of Sale.

Please read these terms carefully before placing an order with Odoo S.A. By accepting an order with Odoo S.A., the client marks his acceptance with these terms.

The client explicitly waives its own standard terms and conditions, even if these were drawn up after these standard terms and conditions of sale. In order to be valid, any derogation must be expressly agreed to in advance in writing.

Our invoices are payable within 21 working days, unless another payment timeframe is indicated on either the invoice or the order. In the event of non-payment by the due date, Odoo S.A. reserves the right to request a fixed interest payment amounting to 15% of the sum remaining due. Odoo S.A. will be authorised to suspend any provision of services without prior warning in the event of late payment.

If a payment is still outstanding more than sixty (60) days after the due payment date, Odoo S.A. reserves the right to call on the services of a debt recovery company. All legal expenses will be payable by the client.

Certain countries apply withholding at source on the amount of invoices, in accordance with their internal legislation. Any withholding at source will be paid by the client to the tax authorities. Under no circumstances can Odoo S.A. become involved in costs related to a country’s legislation. The amount of the invoice will therefore be due to Odoo S.A. in its entirety and does not include any costs relating to the legislation of the country in which the client is located.

For clients with a global presence, the applicable pricing is always based on the client location with the highest price list, unless otherwise specified in writing at the time of purchase.

Monthly Subscriptions are only available for hosting on the Cloud Platform (Odoo SaaS and Odoo SH). Payment of Monthly Subscriptions can only be made by credit card or an equivalent supported automatic debit method. Odoo S.A. reserves the right to refuse any Monthly Subscription that does not comply with these conditions.

Odoo S.A. undertakes to do its best to supply services in due time in accordance with the agreed timeframes. However, none of its obligations can be considered as being an obligation to achieve results. Odoo S.A. cannot, under any circumstances, be required by the client to appear as a third party in the context of any claim for damages filed against the client by an end consumer.

In order for it to be admissible, Odoo S.A. must be notified of any claim by means of a letter sent by recorded delivery to its registered office within 8 days of the delivery of the goods or the provision of the services.

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising will not exceed 50% of the total amount paid by the Customer under these terms during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

Odoo S.A. reserves the right to modify these terms at any time without prior notice. The client will be subject to the terms in force at the time of acceptance of those terms.

All our contractual relations will be governed exclusively by Belgian law. Moreover, any dispute that may arise will be subject exclusively to the jurisdiction of the courts of the Nivelles arrondissement (Belgium).



Odoo Inc.
 8000 Marina Blvd #300
 Brisbane, CA 94005
 United States

Omak City, Tim Omer
 2 Ash Street North
 Omak, WA 98841
 United States

Quotation # SO2024/5711407

Your Reference M241203194644402	Recurring Plan 5 Years Plan	Quotation Date 12/03/2024	Expiration 12/23/2024	Salesperson Zachary Leyden (zale)
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Description	Quantity	Unit Price	Disc.%	Taxes	Amount
Custom Plan	5.00 User/5 Year	2,802.00	0.00	WA STATE 6.5%, WA COUNTY 0%, WA CITY 2%	US\$ 14,010.00
Custom Plan First Year Discount for the Initial ordered quantity only	5.00 User/5 Year	-111.60	0.00	WA STATE 6.5%, WA COUNTY 0%, WA CITY 2%	US\$ -558.00
Custom Code Maintenance Charged per 100 Lines of Code, the service includes bug fixes, technical support, and upgrades. It applies only on custom modules or Odoo Studio code (e.g. automated actions, or computed fields).	0.00 100 LoC/5 Year	1,080.00	0.00	WA STATE 6.5%, WA COUNTY 0%, WA CITY 2%	US\$ 0.00



Odoo Inc.
 8000 Marina Blvd #300
 Brisbane, CA 94005
 United States

[S-PACK-S] Success Pack: Standard (50h) (End-User) A time and material based service with a dedicated project manager who helps you implement Odoo: business analysis, training, configuration, data import and customization. Unused hours expire 1 year after purchase. 75 Hours	1.50 Pack 50 Hours	7,000.00	30.00	WA STATE 6.5%, WA COUNTY 0%, WA CITY 2%	US\$ 7,350.00
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Discount 15.0%	1.00 5 Years	-2,824.92	0.00	WA STATE 6.5%, WA COUNTY 0%, WA CITY 2%	US\$ -2,824.92
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Untaxed Amount	US\$ 17,977.08
WA STATE	US\$ 903.30
Total	US\$ 18,880.38

This proposal is related to the "Odoo Enterprise Subscription Agreement" available on <https://www.odoo.com/r/enterprise-contract>. When accepting this proposal the contract is considered as read and agreed upon. There is no refund for our services: all sales are final.

Note: Minor customizations are done through Odoo Studio, included in the custom plan. But major developments, like Python modules, might require an [Odoo.sh](https://www.odoo.com/r/terms) cloud subscription.

Payment upon receipt

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: December 16, 2024

Subject: Ordinance 1949 - 2025 Non-Union Salary Schedule

The Attached Ordinance 1949- Establishing the Salary Schedule for All Non-Union Personnel for Fiscal Year 2025, is forwarded for your consideration.

This Ordinance establishes the 2025 wage and benefits for Non-Union Employee's. This ordinance establishes a 3.175% percentage increase for non-grant funded regular and part-time employees. This increase is calculated using a 12-month average of the monthly CPI-W data published for the period of July 2023-June 2024. All Temporary pool positions were increased at the same rate as State minimum wage increases of 2.35%.

No increases were made to Temporary Police, Seasonal part-time, Volunteer stipends, or longevity pay.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1949

AN ORDINANCE ESTABLISHING THE SALARY SCHEDULE FOR ALL NON-UNION PERSONNEL FOR FISCAL YEAR 2025

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. The salaries of “non-union” personnel are established and effective as of January 1, 2025, and are outlined in the 2025 Salary Schedule, which is shown as Attachment “A”.

Section 2. Effective January 1, 2025, the City of Omak shall provide 100% medical coverage through AWC Asuris Northwest Health, Healthfirst 250 Plan; 100% dental coverage through Washington Dental Service, Plan C; family vision coverage at a \$25 deductible through Vision Service Plan with a variable premium cost based upon the number of dependents covered, and \$10,000 worth of life insurance coverage through Standard Insurance Life Insurance, for all full-time “non-union” employees only. Premiums for the medical and dental coverage for enrolled and qualified family members will be paid at 30% premium cost from the employee, and 70% premium cost from the city.

Section 3. Effective January 1, 2025, the Salary Schedule for positions in the “non-union” employee group will increase by 3.175% from the 2024 rate.

Section 4. There was not an increase in salary for the C.O.R.E Program Manager or the Team O.N.E. Lead as these are grant funded positions.

Section 6. Effective January 1, 2025, the Pool Manager will be paid \$20.72 per hour; Pool Shift Supervisor will be paid \$17.05 per hour, Pool WSI will be paid the Washington State Minimum Wage Rate of \$16.66 per hour.

Section 8. Any other ordinance or section thereof that may conflict with the above section is hereby repealed.

Section 9. This ordinance shall be in full force and effect on and after the date of its passage, approval by the mayor and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL this _____ day of _____ 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Filed with City Clerk: _____

Passed by City Council: _____

Date Effective: 1/1/2025

On the _____ day of _____, 2024, the City Council of the City of Omak passed Ordinance No. 1949.

DATED this _____ day of _____ 2024.

Connie Thomas, City Clerk

2025 Non-Union Employees		Attachment "A"		2025			
Salary Schedule							
Ordinance 1949							
Department	Description	Annual Salary/Range		Monthly Salary Range		Hourly Wage/range	
<u>Elected Officials</u>	Mayor	N/A	\$24,000.00	N/A	\$2,000.00	N/A	
	City Council-\$200/\$300 per meeting	N/A	N/A	N/A		N/A	
<u>Full-Time Administrative</u>	City Administrator	\$115,541.94	\$131,297.66	\$9,628.49	\$10,941.47	Exempt	
<u>Full-Time Department Heads</u>	Police Chief	\$106,611.10	\$121,148.98	\$8,884.26	\$10,095.75	Exempt	
	Fire Chief	\$97,464.29	\$110,754.88	\$8,122.02	\$9,229.57	Exempt	
	City Clerk	\$90,815.77	\$103,199.74	\$7,567.98	\$8,599.98	Exempt	
	Public Works Director	\$95,139.48	\$108,108.42	\$7,928.29	\$9,009.03	Exempt	
<u>Full-Time Administrative Staff</u>	Building Official	\$78,116.26	\$88,768.48	\$6,509.69	\$7,397.37	Exempt	
	Assistant Public Works Director	\$79,310.43	\$90,125.48	\$6,609.20	\$7,510.46	Exempt	
	Deputy Clerk	\$63,024.03	\$71,618.22	\$5,252.00	\$5,968.18	\$30.30	\$34.43
<u>Full-Time Community Outreach Response Engagement (C.O.R.E)</u>	C.O.R.E Program Manager	\$77,440.00	\$88,000.00	\$6,453.33	\$7,333.33	\$37.23	\$42.31
	Team O.N.E. Lead		\$60,000.00		\$5,000.00		\$28.25
<u>Full-Time Office Staff & Police Secretary</u>	Grade 5 0-6 months employment		\$45,329.81		\$3,777.48		\$21.79
	Grade 4 After 6 months employment		\$53,385.24		\$4,448.77		\$25.67
	Grade 3 After 2 years employment		\$56,055.94		\$4,671.33		\$26.95
	Grade 2 After 3 years employment		\$58,755.52		\$4,896.29		\$28.25
	Grade 1 Upon supervisor's recommendation and Mayors approval		\$61,411.79		\$5,117.65		\$29.52
<u>Full-Time Code Enforcement/Animal Control</u>	Grade 5 0-6 months employment		\$46,961.11		\$3,913.43		\$22.58
	Grade 4 After 6 months employment		\$49,631.81		\$4,135.98		\$23.86
	Grade 3 After 2 years employment		\$55,507.37		\$4,625.61		\$26.69
	Grade 2 After 3 years employment		\$59,563.95		\$4,963.66		\$28.64
	Grade 1 Upon supervisor's recommendation and Mayors approval		\$67,604.94		\$5,633.75		\$32.50
<u>Part-time Temporary</u>							
Court Administrator							\$33.70
<u>Part-time Temporary/Seasonal Employees</u>							<u>Hourly Wage</u>
	Pool Manager						\$20.72
	Pool Shift Supervisor						\$17.05
	Pool WSI State Minimum Wage						\$16.66
	Temporary Police Officer						\$33.27
	Stampede Temporary Police						\$43.93
	Seasonal or Part/time Public Works Employees						\$22.00
<u>Volunteer Firefighters</u>							<u>Stipend</u>
	Drills-Per Practice						\$20.00
	Fires-Per Call						\$25.00
	On Call Supervisor/per day						\$150.00
Monthly Longevity for Full-Time Employees with the exception of Department Heads:							
	5 years	\$50	per month				
	10 years	\$100	per month				
	15 years	\$150	per month				
	20 years	\$200	per month				
Knowledge and Experience shall be a factor in determining probationary wage and pay grade, within the published schedule, as determined in the initial employment offer.							

(WA Min Wage \$16.66)
2.35% Increase