
AGENDA
OMAK CITY COUNCIL MEETING
Monday, September 15, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Proclamation – Library Card Sign Up Month

E. CONSENT AGENDA

1. Approval of Minutes from September 2, 2025, Council Meeting
2. Approval of 2025 Claims and September 5, 2025, Payroll

F. NEW BUSINESS

1. Res. 53-2025 – Parks and Stripe – Online Park Reservation Services ☒
2. Res. 54-2025 – Approve Airport Land Lease with DNR ☒
3. Presentation – Michelle Sandoval - FYRE Village Omak

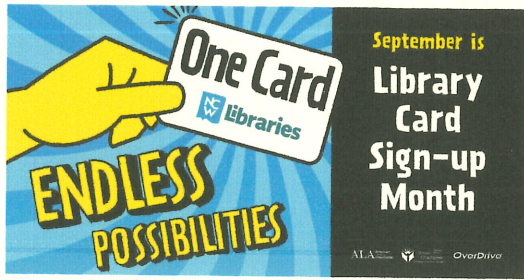
G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



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.



PROCLAMATION

WHEREAS, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth;

WHEREAS, in times of both crisis and calm, libraries and their staff remain steadfast in supporting and strengthening their communities;

WHEREAS, library resources help households save money, reduce waste, and make sustainable choices, all through the simple power of a shared public good;

WHEREAS, a library card opens doors to endless possibilities, from books and technology to lifelong learning and imagination;

NOW, THEREFORE, be it resolved that I, Cindy Gagne, Mayor, do hereby proclaim September 2025 as **Library Card Sign-up Month** in Omak, Washington, and encourage all residents to sign up for a library card and explore the endless possibilities it offers.

Cindy Gagné, Mayor



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: September 15, 2025

Subject: **Resolution 53-2025** – Authorizing Use of Parks and Stripe for Park Reservations

The attached Resolution 53-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL AUTHORIZING THE USE OF PARKS AND STRIPE FOR ONLINE PARK RESERVATION SERVICES**, is forwarded for your consideration.

The initial companies that we had intended to use for our park reservation system proved to be unviable, due to programming issues that were encountered during the onboarding stages.

Parks, a digital platform for managing reservations, and Stripe, a secure payment processor for online transactions, are able to provide the services we need for the implementation of the reservation system.

The adoption of these services will streamline operations, improve customer service, and reduce administrative workload.

I support this Resolution and recommend its approval.

RESOLUTION NO. 53-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, AUTHORIZING THE USE OF PARKS AND STRIPE FOR
ONLINE PARK RESERVATION SERVICES**

WHEREAS, the City of Omak seeks to improve accessibility, convenience, and efficiency in managing public park reservations; and

WHEREAS, Parks is a digital platform designed to streamline park reservation processes for municipalities and their residents; and

WHEREAS, Stripe is a secure and reliable payment processing service that integrates with Parks to facilitate online payments for park reservations; and

WHEREAS, the adoption of Parks and Stripe will enhance customer service, reduce administrative burden, and provide a modern solution for park facility management.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL,

Section 1. The City of Omak hereby authorizes the use of the Parks platform for managing park reservations.

Section 2. The City of Omak authorizes the integration of Stripe as the payment processor for all online park reservation transactions.

The mayor or her designee is authorized to execute all necessary agreements with Parks and Stripe to implement the needed services.

DATED this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Stripe Services Agreement Summary

Overview

- The Stripe Services Agreement is a legal contract between Stripe, Inc. and the user (individual or entity).
- It governs the use of Stripe's services and is effective from the date the user first accesses or uses the services.

Key Sections

1. Eligibility & Account Setup

- Only U.S.-based businesses and nonprofits can apply.
- Representatives must be authorized and responsible for the business.
- Sole proprietors under 18 must have a parent or guardian as a representative.

2. Services & Usage

- Stripe provides access to services via the Stripe Dashboard.
- Users must comply with service-specific terms and updates.
- Services are for business use only—personal use is prohibited.
- Preview services may be incomplete or buggy.

3. Business Information

- Users must provide and update business and financial information.
- Stripe may obtain data from third parties (e.g., credit agencies).

4. Fees & Taxes

- Fees are listed on the Stripe Pricing Page and may change with notice.
- Stripe can deduct fees from account balances or bank accounts.
- Users are responsible for applicable taxes.

5. Bank Accounts & Funds

- Users must designate a bank account.
- Stripe may invest held funds but retains earnings.
- Dormant funds may be considered abandoned.

6. Termination & Suspension

- Either party may terminate the agreement.
- Stripe may suspend services for legal, security, or risk reasons.

7. Rights & IP

- Users get a limited license to use Stripe's technology.

- Feedback provided to Stripe becomes Stripe's property.

8. Privacy & Data

- Users must comply with data privacy laws and Stripe's Privacy Policy.
- Stripe may process personal and third-party data for service delivery and fraud prevention.

9. Security

- Both parties must maintain data security.
- Users must report breaches and cooperate with audits.

10. Warranties

- Users must ensure lawful use of services and accurate information.
- Stripe disclaims warranties and provides services "as is."

11. Indemnification

- Stripe will defend users against IP claims.
- Users must indemnify Stripe for breaches, misuse, or third-party claims.

12. Liability

- Stripe limits liability to \$500 or the fees paid in the last 3 months.
- No liability for indirect or consequential damages.

13. Dispute Resolution

- Disputes are resolved via binding arbitration in San Francisco, CA.
- Class action waivers and no jury trials are enforced.

14. Modifications

- Stripe may modify the agreement at any time with notice.
- Continued use implies acceptance of changes.

15. General Provisions

- Covers electronic communications, legal process, force majeure, assignment, severability, and more.

Detailed Explanation of Fees

1. Fee Structure

- Standard Fees: Stripe charges fees for each transaction processed. These are typically a percentage of the transaction amount plus a fixed fee (e.g., 2.9% + \$0.30 for card payments).
- Custom Pricing: Larger businesses or those with special needs may negotiate custom pricing with Stripe.
- Additional Services: Some services (like fraud prevention, currency conversion, or international payments) may incur extra fees.

2. Fee Disclosure

- All fees are listed on the Stripe Pricing Page.
- Stripe may update fees at any time, but they will notify users in advance.

3. Fee Deduction

- Stripe deducts fees directly from the user's Stripe account balance.
- If the balance is insufficient, Stripe may withdraw funds from the linked bank account.

4. Taxes

- Users are responsible for paying any applicable taxes related to Stripe services.
- Stripe does not handle tax remittance unless explicitly stated in a separate agreement.

5. Refunds and Reversals

- Fees are not refunded when a transaction is refunded or reversed.
- Users bear the cost of chargebacks and associated fees.

6. Currency Conversion

- If a transaction involves currency conversion, Stripe applies its own exchange rate and may charge a conversion fee.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: September 15, 2025

Subject: Resolution 54-2025 Airport Land Lease DNR

The Attached **Resolution 54-2025 – Approving Omak Municipal Airport- Land Lease with the Washington State Department of Resources**, is forwarded for your consideration.

This Agreement is the result of a long partnership with the DNR that has made the necessary improvements at the airport to support build out. The DNR is planning to build a multi-million-dollar firefighting and forest health facility on airport property adjacent to the current fire fighting base. DNR is ready to begin construction on the first phase of this build out.

The lease term will be for 50 years for approximately 8 acres of land just north of the reservoir site. The agreement includes an annual escalation clause that will increase the annual payments by 4% year. This rate is based on real data for inflation that was incurred over the past 50 years beginning in 1974.

I approve of this Resolution and recommend its adoption.

RESOLUTION NO. 54-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING
OMAK MUNICIPAL AIRPORT-LAND LEASE WITH
THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the City of Omak and the Washington State Department of Natural Resources (DNR) has partnered in over \$7,000,000 in improvements to Omak Airport property. These improvements were constructed for the benefit of the future construction of a DNR firefighting and forest health facility. These same improvements benefit the entire airport property and will allow for planned growth; and

WHEREAS, the City of Omak and the DNR have negotiated a 50 year land lease, for approximately 8 acres, that lies East of Robinson Canyon Road and North of the improved well and reservoir site;

WHEREAS, the terms and conditions of the agreement have been reviewed and determined to be acceptable by the City Attorney and City Staff.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Omak, Washington, hereby approves the Omak Municipal Airport-Land Lease between the City of Omak, and the Washington State Department of Resources, a copy of which is attached hereto as Exhibit "A". The Mayor is hereby authorized and to execute the same for and on behalf of the City,

INTRODUCED and **PASSED** this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, Deputy Clerk

Michael D. Howe, City Attorney

AFTER RECORDING RETURN TO:

WA STATE DNR
1111 Washington St. SE, Mailstop: 47031
Olympia, WA 98504
ATTENTION: Facilities

City of Omak Land Lease No. 3426123005

Page 1 of 7

Date: October 1, 2025

LAND LEASE

THIS LAND USE AGREEMENT IS BETWEEN THE CITY OF OMAK, A WASHINGTON MUNICIPAL CORPORATION, WHOSE ADDRESS IS 2 ASH ST N, OMAK, WA 98841 (hereinafter the "Lessor") **AND THE STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES** (hereinafter "Lessee"). The Lessor hereby authorizes the Lessee to construct, operate, and maintain a work center on approximately eight (8) acres of land (hereinafter "the Premises") in Okanogan County, Washington, within portions of Okanogan County Tax Parcel 3426123005 as set forth and outlined in the attached Exhibit "A" which by this reference is made a part hereof, for valuable consideration and subject to the terms and conditions set forth below.

1. OCCUPANCY

Permitted Uses: Lessor grants Lessee the right to construct and operate a work center for use by fire suppression crews for the purpose of providing emergency fire response services and the right to store equipment and supplies within the Premises. Lessor also grants Lessee these same permissions for other purposes as deemed appropriate by Lessor.

Term: The term of this agreement shall commence on the date signed by the Lessor signatory below (hereinafter the "Commencement Date") for a period of fifty (50) years for the purpose herein set forth.

Limited Rights/No Assignment: No provision of this agreement is intended nor may be deemed to transfer any real property from Lessor to Lessee. Lessor permits only those rights and privileges set forth in this agreement during the term hereof and Lessor retains jurisdiction over its property in all other respects. Lessor expressly reserves the rights to minerals, oil and gas resources, or any other valuable natural resources on the Premises. Neither this agreement, nor the rights, benefits and obligations set forth herein, may be assigned or sublet by the Lessee in whole or in part.

2. CONSTRUCTION

Improvements: Lessor hereby grants permission to Lessee, at its sole cost, to construct improvements on the Premises for activities that are necessary to carry out the Permitted Uses clause of this agreement. No improvements may be placed on the Premises without the prior written consent of Lessor.

Prior Approval: Lessor expressly reserves the right of approval for the construction plans and schedules for any new improvements on the Premises. Prior to the commencement of new construction or expansion of existing improvements, Lessee shall forward to Lessor a detailed plan and schedule for Lessor's review and approval. Lessor will use best efforts to respond expeditiously. Upon receiving Lessor's express written approval of said plan and schedule, Lessee may, at its sole cost and expense, proceed with the approved work.

Compliance with Codes: Lessee is responsible, at Lessee's sole cost, to cause all work on the Premises during the term of this agreement to be performed in accordance with all applicable laws, codes, and requirements of those governmental agencies having jurisdiction. Lessee shall supply copies of all permits and other approvals to Lessor immediately upon receipt.

No Liens: Lessee may not suffer or permit any lien for work, labor, services, materials, or any other reason to be filed against Lessor's interest in the Premises.

Liability for Construction and Repair: Lessee shall indemnify, defend, and hold harmless the Lessor from and against all governmental penalties and all claims of property damage or personal injury by whomsoever made and of any nature whatsoever that arise out of, or are in any manner relating to, the construction, maintenance, and repair of improvements on the Premises.

3. OPERATION AND MAINTENANCE

Maintenance and Repair: Lessee shall, at its sole cost and expense, keep and maintain the Premises and all improvements including fences and facilities appurtenant thereto in good order and repair and in a clean, safe, sanitary, and attractive condition. Lessee's use of the Premises shall not interfere with Lessor's operations on its surrounding lands.

Materials and Equipment: All materials and equipment used in the operation of Lessee's Permitted Uses of the Premises must be stored within the footprint of the Premises. At no time will the Lessee store any materials or equipment outside of the Premises.

Noxious Weed Control: Lessee shall, at its sole cost and expense, control the growth and spread of noxious weeds to keep the Premises clean and attractive.

Utilities: Lessee is responsible, at its sole cost, for all maintenance, repair, and utility costs for the Premises and all improvements and facilities appurtenant thereto.

Compliance with Applicable Laws and Permitting Requirements: Lessee shall comply with all applicable laws, rules, regulations, and permitting requirements of the Lessor, the Federal Aviation Administration, and all other governmental authorities for any and all of the Lessee's activities within the Premises. Lessee shall supply copies of all permits and other approvals to the Lessor immediately upon receipt. Lessee shall allow no unlawful acts or activities on the Premises.

Hazardous Substances: Lessee shall not allow in or around the Premises any substance now or hereinafter regulated by any governmental authority as hazardous, toxic, dangerous, or harmful (hereinafter "hazardous substance"), unless said hazardous substance is properly stored and necessary to carry out the Permitted Uses of this agreement and is handled in compliance with all applicable legal requirements. Lessee shall properly cleanup and dispose of all hazardous substance spills or reimburse the Lessor immediately upon demand for any and all cleanup costs and any and all other charges, fees, costs, fines, and penalties (civil and criminal) imposed on the Lessor by any governmental authority for hazardous substances cleanup in or around the Premises.

4. PAYMENTS

Annual Rent: Lessee shall pay to Lessor \$38,332.80 (thirty-eight thousand three hundred thirty-two dollars and eighty cents) annual rent. Beginning on the first twelve (12) month anniversary of the Commencement of this

agreement and on each succeeding anniversary date thereafter for the term of the agreement, the rental shall increase four percent (4%) per annum over the rate charged for the immediately preceding twelve (12) months.

Payment shall be made as noted above upon submission of properly executed vouchers sent to:

Department of Natural Resources
Northeast Region
225 S Silke Rd,
Colville, WA 99114

Lessee shall submit payment to:

City of Omak
P.O. Box 72
Omak, WA 98841

Or direct deposit to: SWV 0007412-00

Taxes and Assessments: Lessee shall pay all taxes and other governmental assessments or charges of any kind applicable or attributable to the improvements on the Premises and WDNR's use thereof.

5. LIABILITY AND INSURANCE

Liability: Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

Insurance: Lessee is a governmental agency and agrees to be responsible for being appropriately self-insured – or to obtain adequate liability insurance – that is sufficient to insure against liability for personal injury and property damage arising from all uses of the premises under this Agreement, including but not limited to the use of vehicles and equipment.

6. LESSOR RESERVATIONS

Access to the Premises: Lessor shall have access to the Premises at reasonable times upon reasonable notice to enter and inspect the Premises for the purpose of determining compliance with this agreement.

7. TERMINATION AND CANCELLATION

Termination and Cancellation: It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises by giving written notice to the Lessors at least one hundred eighty (180) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination. In the event the Lessee elects not to renew this Lease, Lessee shall provide written notice to the Lessor of such action one hundred eighty (180) days prior to the expiration date of the Lease. It will then be the responsibility of the Lessee to remove or sell such improvements, the lessor shall have the option to approve purchase, which approval shall not be unreasonably withheld.

Except as otherwise agreed to in writing by the lessor, in its sole and absolute discretion, within sixty (60) days after the expiration of earlier termination of this Lease (including any and all extensions or renewals thereof), the Lessee shall at Lessee's expense remove, demolish or clear off from the Premises all improvements and all property owned by Lessee and after such removal or clearance shall restore the surface of the ground to a properly graded, filled, compacted, level and uniform condition free from all debris, and in accordance with all applicable law and all provisions of this Lease, including but not limited to Hazardous Substances.

If the lessor, in its sole discretion elects to have all or any portion of the improvements remain on the Premises, then title to the same shall automatically pass to the lessor, free of any right, title, or interest of Lessee therein,

or its successors or assigns, without the necessity of executing any further instrument and without any allowance, compensation, or payment by the lessor. Lessee hereby grants and conveys to the lessor all of its right, title and interest in and to such improvements, to be effective for all purposes only upon the expiration or termination of this Lease and the lessor's election to have such improvements remain upon the Premises. Upon such election by the lessor, Lessee further agrees to execute, acknowledge and deliver to the lessor contemporaneously with the expiration or termination of this Lease, a proper recordable instrument quit claiming and releasing to the lessor to any right, title and interest of Lessee in and to the Premises and in and to all improvements remaining on the Premises pursuant to the election of the lessor, and agrees to give such further assurances of title as may be required by the lessor.

8. GENERAL PROVISIONS

Governing Law: This agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington.

Venue: In the event of a lawsuit involving this agreement, jurisdiction and venue shall be proper only in the State of Washington, Okanogan County Superior Court.

Severability: If any covenant or provision of this agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.

No Partnership: Lessor is not a partner nor a joint venturer with the lessee in connection with the lessee's activities conducted on the Premises and the lessor shall have no obligation with respect to the lessee's liabilities and debts.

Amendments: Any revision or amendment to this agreement shall be made by mutual agreement, in writing, and executed by the authorized representatives of the parties hereto.

Notice: All requests and notices to the lessor and the lessee shall be in writing and sent by registered or certified mail to the address specified below. Notice shall be effective upon delivery.

To Lessor: City Of Omak
P.O. Box 72
Omak, WA 98841

To Lessee: Washington Dept. of Natural Resources
1111 Washington St. SE, Mailstop: 47031
Olympia, WA 98504

Entire Agreement: This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective officers, employees, or agents, that is not contained in this written document shall be valid, binding or enforceable.

Lessee's Signatory. The person executing this agreement on behalf of the lessee represents that he/she is authorized to do so and represents and warrants that this agreement is a legal, valid, and binding obligation on behalf of the lessee.

(Space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto mutually have agreed upon the terms and conditions of this instrument and have caused it to be executed on this day as below subscribed.

Department of Natural Resources

_____ Date	_____ Name: Title:
---------------	--------------------------

City of Omak

_____ Date	_____ Name: Cindy Gagné Title: Mayor
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Notary on next page

MULTI USE JURAT

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

AGENCY JURAT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ *(name/title)* of the _____, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

GREENLEAVES RD

3426123005

+/-

8 Acres

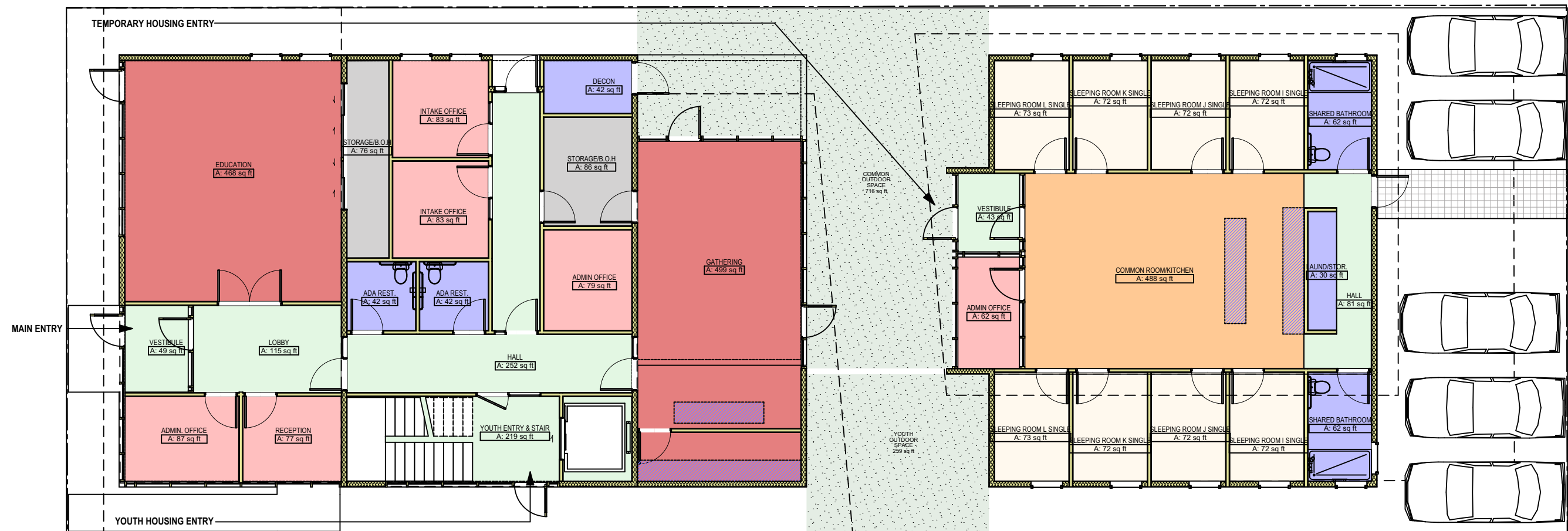
ONR 2025



FIRST FLOOR (BLDG A)
2,365 sq ft
TOTAL = 5,954 sq ft

KITCHEN/LOUNGE = 439 sq ft
EDUCATION = 468 sq ft

COMMON ROOM = 293 sq ft
LDRY/STOR + PANTRY = 88 sq ft



FIRST FLOOR - OPTION 3 - SD1

3/32" = 1'-0"

FYRE VILLAGE

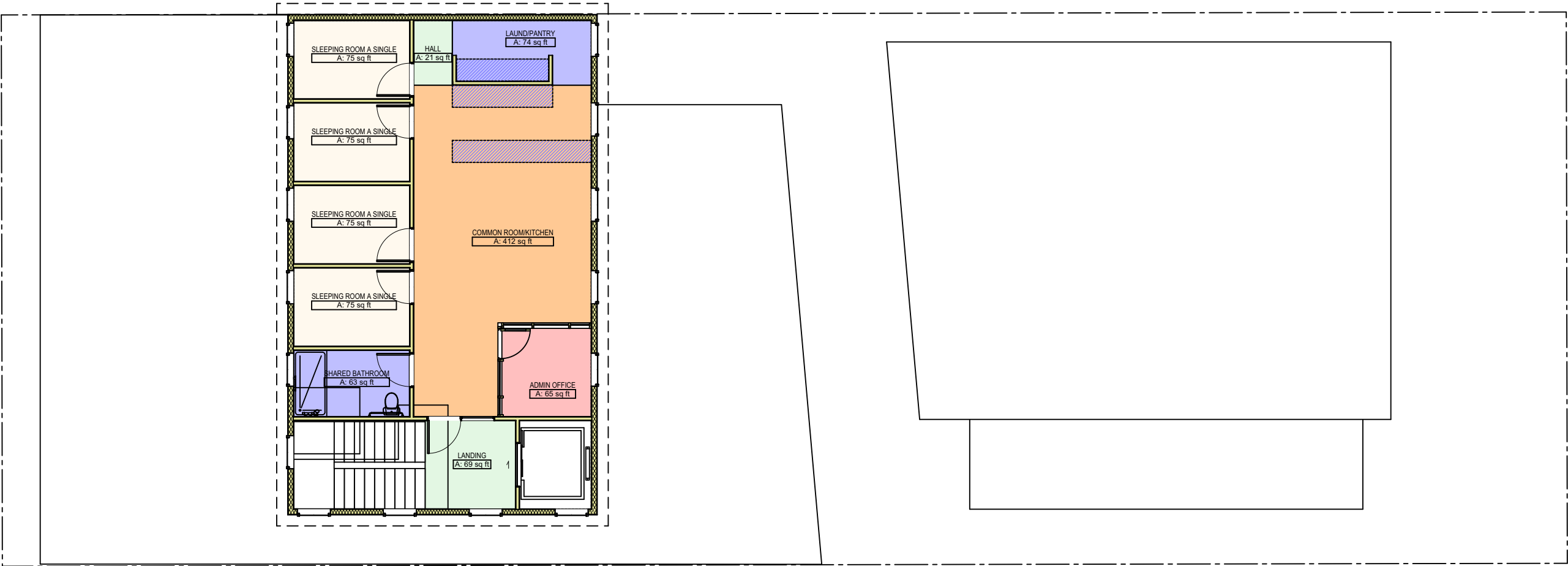


CAST
ARCHITECTURE

SECOND FLOOR (BLDG A)
1,197 sq ft
TOTAL = 5,954 sq ft

COMMON ROOM = 386 sq ft

COMMON ROOM = 293 sq ft
LDRY/STOR + PANTRY = 88 sq ft



SECOND FLOOR - OPTION 3 - SD1

3/32" = 1'-0"

FYRE VILLAGE



EXTERIOR VIEWS - OPTION 3 - SD1

FYRE VILLAGE

CAST
ARCHITECTURE



City of Omak
PO Box 72
Omak, WA 98841
Phone: 509-826-1170

September 15, 2025

Foundation for Youth Resiliency and Engagement
Attn: Michelle Sandoval
23 Ash Street South | PO Box 3907
Omak, WA 98841-3907

RE: FYRE's Village Zoning Compliance with the City of Omak Municipal Code

Location: 9 Ash Street South, Omak, WA 98841
Parcel #: 1830071400

To Whom It May Concern,

FYRE's Village 12-bed Independent Living and Learning Center, a 90-day shelter/transitional housing option for youth ages 18-24 and transitional housing for youth ages 14-18 is consistent with the Omak Municipal Code. The above listed parcel is located within the City of Omak's Central Business zoning district (CB).

The Foundation for Youth Resiliency and Engagement (FYRE) proposed project on this parcel of a "Youth Residential Facility" defined by the Omak Municipal Code section 18.08.525 (full definition below), is an allowed use in the Central Business zoning district (CB), according to the District Use Chart (OMC 18.11.050).

18.08.525 Youth residential facility.

"Youth residential facility" means a full-time or temporary residential use providing supervised housing for a group of persons under eighteen years of age; and/or for persons between eighteen and twenty-four years of age; and where required is licensed by the state to provide such services to non-adult persons; and provides supportive services. Supportive services include meal service, cleaning service, health services, counseling, vocational training, or similar. This facility would not include facilities which persons are assigned to pursuant to a criminal conviction or those where residents, individually or by their legal guardian, are not free to terminate their residency at will. (Ord. 1930 § 1 (Exh. A), 2023).

I look forward to working with you on this project and the opportunity to support FYRE with providing housing availability for our youth. Please contact me at (509) 826-1170 or build@omakcity.com should you have any questions regarding this matter.

Sincerely,

Tyler Wells
City of Omak
Building Official/Permit Administrator