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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, October 6, 2025 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

1. Proclamation – Digital Access Day

**E. CONSENT AGENDA**

1. Approval of Minutes from September 15, 2025
2. Approval of 2025 Claims

**F. PUBLIC HEARING**

1. Proposed Annexation of Two Parcels of Un-Incorporated Land

**G. NEW BUSINESS**

1. Park Use – Rural People's Voice – Request for Amplified Sound ☒
2. Res. 55-2025 – Approve Agreement for Winter RV Park Camp Host ☒
3. Res. 56-2025 – Approve Agreement with gWorks for Cloud Operations ☒
4. Ord. 1957 – Amend OMC Chapter 4.20 – Business Registration ☒

**H. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**I. ADJOURNMENT**



**Action by City Council**

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Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at [omakcity.com](http://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](mailto:clerk@omakcity.com) for assistance.

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# PROCLAMATION

BY CINDY GAGNÉ

MAYOR

## DIGITAL ACCESS DAY

OCTOBER 6, 2025

***WHEREAS**, access to digital resources and technology is essential for education, employment, and healthcare in our modern society; and*

***WHEREAS**, promoting digital access ensures that all individuals, regardless of background or socioeconomic status, have access to the tools and skills necessary to thrive in the digital age; and*

***WHEREAS**, the NCW Digital Access Coalition, in collaboration with NCW Tech Alliance, is dedicated to bridging the digital divide in North Central Washington through advocacy, education, and community engagement; and*

***WHEREAS**, the City of Omak recognizes the importance of fostering an inclusive and accessible digital environment for all residents;*

***THEREFORE**, I, Cindy Gagné, Mayor of the City of Omak, do hereby proclaim October 6, 2025, as Digital Access Day in Omak. I urge all residents, businesses, educational institutions, and community organizations to join in efforts to promote digital access and ensure that everyone in our community can fully participate in and benefit from the digital world.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Omak to be affixed this 6th day of October, 2025.*



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CINDY GAGNÉ  
MAYOR



City of Omak  
Public Hearing Process  
Omak City Council

**Proposed Ordinance for the annexation of two (2) un-incorporated parcels of land to the City of Omak**

The Public Hearing for a proposed Ordinance to annex, two parcels, consisting of 20 acres of land, into the city limits of the City of Omak, is now open. The property is located in northwestern Omak, at the western end of the existing city limits on Ross Canyon Road on Parcels #3426264013 & #3426264009. This public hearing will proceed in an orderly fashion, and I would like everyone's cooperation in the following procedure:

Everyone present will be given an opportunity to be heard. The hearing is being recorded; therefore, when you address the City Council, begin by stating your name and address. Speak slowly and clearly. Only one person will be allowed to speak at a time.

Are there any City Councilmembers present that need to excuse themselves, for any reason, from this hearing? If so, please state your reason for being excused.

The concern is that this hearing be fair in form and substance as well as appearance. Therefore, I would like to ask if there is anyone in the audience who objects to my participation as Mayor, or any other Councilmembers' participation in this proceeding. (If there are objections, ask for reasons.)

If any of the Councilmembers have an interest in this issue, stand to gain or lose financial benefit as a result of the outcome of this hearing, or do not believe that you can hear and consider this in a fair and objective manner, then please state that fact now.

Has any member of the City Council engaged in communication outside of this hearing with opponents or proponents on this issue to be heard? If so, that Councilmember must place on the record the substance of any such communication so that other interested parties may have the right at this hearing to rebut the substance of the communication.

The purpose of this hearing is for the City Council to hear and consider the pertinent facts relating to the annexation petition to the City of Omak; and to recommend approval, denial, or approval with conditions.

Before hearing from the audience, I am going to introduce Building Official Tyler Wells, who will review the Staff Report related to this proposal.

At this time, the floor is open for comments from the audience. Please step to the microphone and identify yourself. In fairness to all in attendance, each person will be given an opportunity to address the City Council for an initial period, not to exceed five minutes. If more time is needed, it will be made available after everyone has had a chance to speak. Again, I am requesting the City Council hold their questions until everyone is done.

(Public gives testimony)

Does the City Council have questions of the public or the opponents/proponents regarding any of the issues presented?

Staff, do you have anything to add?

Are there any individuals in the audience who would like to add additional, non-repetitive information or evidence about this annexation request?

**The public testimony portion of this hearing is now closed.**

Now that we have heard the public comments and you have reviewed the applicable documents, these subjects are open for discussion by Omak City Council.

## **STAFF REPORT**

**DATE:** September 26, 2025

**TO:** Mayor Cindy Gagne' and Omak City Council

**FROM:** Tyler Wells, Building Official

**RE:** WESTERN SUNSET LLC & JESS O'DELL ANNEXATION REQUEST

### **Proposal:**

The City Council, during its August 4, 2025, meeting, reviewed and accepted a letter of intent for annexation from Jess O'Dell and Ryan Vickery of Western Sunset LLC, for two parcels, totaling 20 acres of land, in Northwest Omak. On August 21, 2025, the City received a petition for annexation of the property and, by Resolution 52-2025, fixed the time for public hearing on the annexation request.

### **Location Information:**

The subject property is two (2) parcels totaling 20 acres of land lying in the northwestern part of the City, directly West of the developments known as Wildwood and Crestvue, in unincorporated Okanogan County. The parcels are contiguous to the City of Omak corporate limits. Parcels #3426264013 & #3426264009.

### **Current Use:**

The subject properties are currently vacant and undeveloped.

### **Current Comprehensive Plan Designations:**

According to the Greater Omak Area Comprehensive Plan, recently updated in February 2024, this area is designated low density residential. It is important to note that the designation of properties outside of the corporate limits is strictly for planning purposes since the County has not adopted, approved or in any way acknowledged the City's desires for lands outside of the corporate limits. Medium density residential is the most comparable designation and is applied to adjoining properties within the City limits.

The County's Comprehensive designation for the parcel is Rural.

### **Current Zoning:**

The land is presently zoned as Rural-20 & Rural-1 under the County's Zoning Ordinance.

### **Proposed Zoning, Comprehensive Plan Designation and Uses:**

The petitioners request that the property be zoned Residential Duplex (RD), which is consistent with the incorporated properties (Wildwood) to the East and North of Ross Canyon Road. However, the incorporated properties to the East and South of Ross Canyon Road are presently zoned Residential Single-Family (RS). A result of the desired zoning means the Comprehensive Plan for both parcels needs to be changed to medium-density residential to be consistent with the adjoining incorporated properties both North and South of Ross Canyon Road.

The Council has the latitude to designate and zone the properties as they see fit as part of the annexation ordinance, while acknowledging the current land uses within the area, and the general land use goals and policies in place to protect the existing built environment within the area.

### **Floodplains, Shorelines, SEPA, Critical Areas and Other Environmental Constraints:**

The property does not lie within a designated floodplain or shoreline area. According to the City of Omak's Critical Areas Map, the subject property lies within an area designated as having "high potential for aquifer recharge". As such any subsequent development shall comply with the City of Omak critical areas regulations as currently adopted or amended.

It appears that the western edge of parcel #3426264013 is in an area designated as an erosion hazard area and in an area designated as having steep slopes. Further review will be required as development plans are prepared for the property if annexed.

Annexation proceedings are categorically exempt from SEPA review.

### **Reviewing Agencies:**

The annexation petition and related materials have been circulated among city staff along with the required postings on the property and legal publications of notices in the Omak/Okanogan Chronicle. As to date, no comments have been received.

### **Recommendations:**

From various conversations with staff, it is the belief that the city has a surplus of undeveloped land already within the corporate limits. A rough calculation of 400 acres, with a large number of those acres being zoned for industrial/mixed use and the Omak School District owning upwards of 115 acres of undeveloped land. As a result, the Council should consider what the policy should be regarding extensions and connections to City utilities.

Is the policy first come first serve? Do the undeveloped properties that have been within the city limits for decades have any right to utility connections prior to newly annexed lands? If there is a

limit on water connections available or sewer treatment capacity, what is the policy on who gets connected?

The area proposed for annexation, appears to be one of the most compatible locations to grow the residential use with relatively easy access to existing city utilities and transportation systems, something that is lacking to the incorporated properties lying East of US 97.

Staff recommends that the City Council consider approval of the proposed annexation by Ordinance subject to the following conditions:

1. That it is understood that the owners, heirs or assigns shall be responsible for any extension of streets, sidewalks, and/or utilities associated with development of the annexed property described above.
2. That plans for streets, utilities, sewer, storm drainage, and necessary fire suppression etc... and other proposed and/or required improvements, be prepared by Washington registered professional engineer then submitted for review and approval by the City Public Works Director or other agency or department as appropriate (eg. electricity, cable, irrigation), in writing, prior to construction. Required improvements are specified in the City's Subdivision Ordinance, Chapter 17.28.
3. All improvements subject to annexation and prior to approval of development, shall be inspected by appropriate City Public Works staff during construction, all required tests witnessed by appropriate City Public Works staff with written results provided to the City in a timely manner and reproducible as-built drawings provided to the City upon completion of construction by the developer.
4. That any easements required for extension of city utilities be granted to the city in a manner acceptable to the city and petitioner and/or heirs and assigns.
5. That if any archaeological material or human remains are encountered during the course of this undertaking, all activity will cease immediately and the Tribal Historic Preservation Officer of the CCT will be contacted as soon as possible. Activity on the undertaking will not resume until satisfactory arrangements have been made between the applicant and the Tribal Historic Preservation Officer.
6. That the owner will assume all or any portion of the existing city or town indebtedness in the area proposed to be annexed.
7. That the Comprehensive Plan Land Use Designation for the properties be changed to Medium-Density Residential.

8. That both properties be zoned Residential Duplex (RD).

**Findings of Fact:**

1. That all requirements of Title 19 of the Omak Municipal Code and RCW 35.13.125 were followed during this process and that the applicants, heirs, and/or assignees as noted in the petition are required to adhere to these and future regulations for further land use actions of development proposals.
2. That the approval of the annexation process does not represent a granting of special privileges to the applicant.
3. That the public interest will be served by approval of the annexation process.
4. That all interested persons were given the opportunity to comment on behalf of this proposal during the public hearing before the Omak City Council held on October 6, 2025.
5. That annexations are exempt from SEPA review.
6. That the subject property is located within the Urban Growth Area as identified in the Greater Omak Areas Comprehensive Plan.
7. That there is currently adequate water capacity and wastewater treatment capacity to accommodate future needs of development, depending greatly on density and other potential developments inside of the city's corporate limits.





## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: John Marshall, Administrative Assistant  
Connie Thomas, City Clerk

Date: October 6, 2025

Subject: Approval for Amplified Sound in City Park – Rual People’s Voice

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Kendra Descoteaux, on behalf of the Rual People’s Voice, is seeking permission to Amplified Sound (music) in the Eastside Park alongside during their community event.

This event will be held between the Skate Park and the Tennis Courts. They will be providing free food and handing out materials outlining avenues for help and programs for those in need. They will have vendors (no sales) explaining to the public what kinds of services they offer and how they can help.

Submitted on Thursday, September 25, 2025 - 3:12pm

Submitted by anonymous user: 64.139.108.137

Submitted values are:

PARK AREA REQUESTED TENNIS COURTS

REQUESTERS CONTACT INFO

REQUESTER'S NAME Kendra Descoteaux

COMPANY NAME IF APPLICABLE Rural People's Voice

REQUESTER'S E-MAIL ADDRESS [Kendra@ruralpeoplesvoice.org](mailto:Kendra@ruralpeoplesvoice.org)

REQUESTER'S PHONE NUMBER 5094495202

EVENT INFORMATION

APPROXIMATE NUMBER ATTENDING 100

DATE REQUESTED Sun, 10/19/2025

REQUESTED BEGINNING TIME 10:00 pm

ENDING TIME 4:30 pm

SPECIAL ACCOMMODATIONS

WILL YOU BE SELLING ANY ITEMS? NO

WILL THERE BE AMPLIFIED SOUND AT YOUR EVENT? YES

WILL YOU BE INVITING THE PUBLIC? YES

BOUNCY HOUSE USE IN CITY PARKS I ACKNOWLEDGE

BASED UPON YOUR RESPONSE TO INVITING THE PUBLIC I ACKNOWLEDGE

BASED UPON YOUR RESPONSE TO AMPLIFIED SOUND I ACKNOWLEDGE

REQUESTS OR CONCERNS

DID YOU PURCHASE TABLES ON CAMPLIFE? NO

ADDITIONAL REQUESTS OR CONCERNS Area to the left of the skate park and tennis courts

HOLD HARMLESS AGREEMENT

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement. By signing and dating below you are agreeing to these terms.

ELECTRONIC SIGNATURE Kendra C Descoteaux

DATE OF SUBMISSION Thu, 09/25/2025

The results of this submission may be viewed at:

<https://www.omakcity.com/node/4910/submission/965>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |               |
|---|---|---------------|
| <b>PRODUCER</b><br>Clarke & Sampson, Inc.<br>228 S. Washington Street<br>Suite 200<br>Alexandria VA 22314 | <b>CONTACT NAME:</b> Candice Jackson<br><b>PHONE (A/C, No, Ext):</b> 703-683-6601<br><b>FAX (A/C, No):</b> 703-739-8967<br><b>E-MAIL ADDRESS:</b> cjackson@clarkeandsampson.com |               |
| <b>INSURED</b><br>Rural People's Voice<br>PO Box 1451<br>Winthrop WA 98862                                | <b>License#:</b> PC-902355<br>RURAPEO-01  |               |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b> |
| <b>INSURER A:</b> Cincinnati Specialty  |   | 13037         |
| <b>INSURER B:</b>   |   |               |
| <b>INSURER C:</b>   |   |               |
| <b>INSURER D:</b>   |   |               |
| <b>INSURER E:</b>   |   |               |
| <b>INSURER F:</b>   |   |               |

**COVERAGES****CERTIFICATE NUMBER:** 734577489**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                            |          | CSU 0173830   | 8/15/2025               | 8/15/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                              |          | CSU 0173830   | 8/15/2025               | 8/15/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$   |                              |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N <input type="checkbox"/> | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Omack is included as an additional insured to the above-referenced General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of Omack<br>2 North Ash St<br>Omack WA 98841 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: October 6, 2025

Subject: **Resolution No. 55-2025** Approving an Agreement for Winter Camp Host.

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The attached Resolution **55-2025, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR A CAMP HOST AT THE CARL PRECHT RV PARK,** is forwarded for your consideration.

The Public Works Department has the need for a camp host to aid at the Carl Precht Memorial RV Park to help patrons with reservations as well as providing local information about the area.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 55-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
PROFESSIONAL SERVICES AGREEMENT FOR CAMP HOST AT CARL  
PRECHT MEMORIAL RV PARK**

**WHEREAS**, Professional Services are needed to assist Public Works Department in the operation and administration of the Carl Precht Memorial RV park, and

**WHEREAS**, sufficient City resources are not available to provide such services; and

**WHEAREAS**, specific service needs are identified in the Camp Host Professional Service Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Omak does hereby approve the Camp Host Professional Service Agreement, attached hereto as exhibit "A", between the City of Omak and Joe Hays JR, effective October 1, 2025, through March 31, 2026. The Mayor is hereby authorized to execute the Agreement.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney



**CAMP HOST**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Omak**, Washington, a municipal corporation, hereinafter referred to as the “**City**”, and \_\_\_\_\_, hereinafter referred to as the “**Service Provider**”.

**RECITALS**

**Whereas**, the City desires to have certain services and/or tasks performed as set forth in the “job Description” attached hereto; and

**Whereas**, sufficient City resources are not available to provide such services; and

**Whereas**, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth.

Now, therefore, in consideration of the terms, conditions, covenants, and performance contained herein,

**The parties hereto agree as follows:**

1. **Scope of Services.** The Service Provider shall perform such services and accomplish such tasks as are identified and designated in the “Job Description” attached hereto as Exhibit “A” and incorporated herein as though fully set forth.
2. **Term.** The services as Campground Host shall begin on **October 1, 2025** and shall run through **March 31, 2026**.
3. **Compensation.** Payment for services shall be as set forth in the paragraph entitled “Benefits” in Exhibit “A”.
4. **Independent Contractor Relationship.**
  - 4.1 In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.
  - 4.2 The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the discretion of the Service Provider. The Service Provider shall not be deemed to be an employee.

**5. Hold Harmless Indemnification.**

5.1 Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of, or resulting from the acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

6. **Compliance With Laws.** The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances.

7. **Changes.** Either party may request changes to the scope of service to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

8. **Extension and/or Termination.**

8.1 This Agreement may be extended by mutual written consent of both parties. Service Provider has no authority to and will not engage in compromise settlement arrangements without written authorization from Client.

8.2 Termination of Convenience. The City may terminate this Agreement, in whole or in part, at any time by giving seven (7) days written notice to the Service Provider.

8.3 Termination for Cause. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by servicing a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default.

9. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in such action or proceeding.

10. **Jurisdiction and Venue.**

10.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

11. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Omak, a municipal corporation:

By \_\_\_\_\_  
Cindy Gagné, Mayor

Attest: \_\_\_\_\_  
Connie Thomas, City Clerk

**SERVICE PROVIDER:**

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Carl Precht Memorial RV Park  
Omak, WA USA**

## **Camp Host 2025-2026 Winter Season**

**Duties:** Camp Host

Campground Host: Duties will include but are not limited to the following:

- Serve as liaison between park users, park staff and City Hall.
- Greet and assist visitors, answer questions, and explain regulations which apply to them. May assist campers in locating a campsite, be familiar with local points of interest and the location of services that might be requested by campers such as towing, groceries, churches, tourist attractions and local events.
- Will perform light maintenance work around the campground such as litter pickup, sweeping and provide information to park staff on potential problems, and share information to campers as needed.
- May assist in campground public relations, educational activities, and special events/activities.
- Clean campsites by performing minor maintenance tasks such as raking the campsite pad, washing tables, picking up litter, reporting any damage to your supervisor.
- Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff. Law enforcement will be done by city and tribal police only.
- Will inform campers of rules and regulations when asked, but are not to participate in any high-risk activity.
- Host must set an example by being a model camper practicing good housekeeping at all times in and around their assigned site and by observing all rules and regulations.
- Be observant for activities within the campground requiring immediate attention - ranging from a tree needing to be trimmed to a problem camper. Notify the park manager as these problems arise.

Other minor tasks that will be asked of a Campground Host:

- \* Sweep cobwebs from buildings
- \* Keep track of occupied or vacant campsites
- \* Direct campers to vacant sites
- \* Remind campers to register
- \* Assist campers with camper reservation process
- \* Keep a written report of complaints and criticism of park facilities, report situations that could affect the health and safety of visitors, and report any maintenance items which need immediate attention. Maintain written records and provide monthly reports.

Working Conditions:

Work is mostly outside in hot, cold, wet, humid, or windy conditions. Must reside in campground.

Benefits:

The use of a campsite and all utilities at no charge for the duration of the term of service.  
Starting October 1, 2025, through March 31, 2026

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: October 6, 2025

Subject: **Resolution No. 56-2025** Approving an Agreement with gWorks.

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The attached Resolution **56-2025 – Agreement with gWorks for Cloud Operations Enterprise and Inspections Software Services**, is forwarded for your consideration.

## **Purpose:**

To seek City Council approval of an agreement with gWorks for a one-year subscription to its Cloud Operations Enterprise and Inspections Add-On software, including onboarding and implementation services.

## **Background:**

The City of Omak has identified the need to modernize its asset management and inspection processes. gWorks has proposed a cloud-based solution that will enhance operational efficiency and service delivery within the Public Works Department.

The proposed agreement includes:

- A one-year subscription to Cloud Operations Enterprise and Inspections Add-On software
- Onboarding and implementation services
- Annual renewal option

## **Recommendation:**

Staff recommends approval of Resolution No. 56-2025, authorizing the Mayor to execute the agreement with gWorks. This investment will support improved infrastructure management and streamline inspection workflows.



**RESOLUTION NO. 56-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL AUTHORIZING THE  
ACCEPTANCE OF THE AGREEMENT WITH GWORKS FOR CLOUD  
OPERATIONS ENTERPRISE AND INSPECTIONS SOFTWARE SERVICES**

**WHEREAS**, the City of Omak recognizes the need to enhance its operational efficiency, asset management, and inspection capabilities through modern cloud-based software solutions; and

**WHEREAS**, gWorks has provided a proposal for a one-year subscription to its Cloud Operations Enterprise and Inspections Add-On software with annual renewal, including onboarding and implementation services, with a total contract value of \$23,456.00 after applicable discounts; and

**WHEREAS**, the agreement has been reviewed and found to be in the best interest of the City of Omak to support its public works operations and service delivery.

**NOW, THEREFORE BE IT RESOLVED**, by the Omak City Council, that the agreement with gWorks for Cloud Operations Enterprise and Inspections Add-On services, a copy of which is attached hereto as Exhibit "A", is hereby approved. The mayor is authorized to execute this document on behalf of the city.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

## City of Omak WA - gWorks Cloud Operations Enterprise + Inspections

This revised agreement reflects a one-time payment for onboarding and the first year of subscription, followed by annual renewals unless terminated in accordance with the MSSA.

### Additional Terms & Conditions

This Order includes Onboarding and one (1) year of subscription to gWorks Cloud Software. Payment for the Onboarding Fees and the first year of subscription is due within 30 days of the Order Effective Date. Subscription shall renew annually unless terminated in accordance with the MSSA.

### Products & Services

| Item & Description  | Quantity | Unit Price         | Total              |
|---|----------|--------------------|--------------------|
| gWorks Cloud Operations Enterprise – One Year Subscription – Initial Year with Loyal Discount           | 1        | \$12,456.00 / year | \$10,500.00 / year |
| gWorks Cloud Operations – Inspections Add-On – One Year Subscription – Initial Year with Loyal Discount | 1        | \$500.00 / year    | \$0.00 / year      |
| gWorks Cloud Operations Enterprise – Implementation Fees with Loyal Discount                            | 1        | \$6,000.00         | \$0.00             |
| gWorks Cloud Operations – Inspections Add-On – Implementation Fees with Loyal Discount                  | 1        | \$500.00           | \$0.00             |
| gWorks Cloud Operations Enterprise – Annual Renewal – Year 2  | 1        | \$12,456.00 / year | \$12,456.00 / year |
| gWorks Cloud Operations – Inspections Add-On – Annual Renewal – Year 2                                  | 1        | \$500.00 / year    | \$500.00 / year    |

### Purchase Terms and Conditions

The term of this Order shall be for a period of one (1) year from the Order Effective Date, and shall automatically renew for successive one (1) year periods unless and until terminated in accordance with the MSSA. Client shall pay for the Services set forth in this Order in accordance with the payment schedule attached hereto and incorporated herein by this reference ("Payment Schedule").

In the event of Client's early termination of Services prior to the conclusion of the initial one (1) year term, Client agrees to pay gWorks for any and all outstanding amounts accrued prior to termination for all Services rendered (including any loyal client credit or discount).

Total Payment Due: \$23,456.00

Authorized Signatures:

City of Omak Representative: \_\_\_\_\_ Date: \_\_\_\_\_

gWorks Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# MEMORANDUM

**To:** Omak City Council  
Cindy Gagné, Mayor

**From:** Todd McDaniel  
City Administrator

**Date:** October 6, 2025

**Subject:** **Ordinance 1957** – Amend Business license

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The attached **Ordinance 1957 Amending Chapter 4.20.030 of the Municipal Code – Business Registration**, is forwarded for your consideration.

The City of Omak partners with the Department of Revenue for Business Licensing and registration services in accordance with RCW 35.90. A “model ordinance”, that contained language for the uniform delivery of service for participating cities, was required and established through a work group led by AWC. The current model ordinance has been updated, and the information needs to be included in our municipal code.

The ordinance amends the threshold amounts for exemption of licensing and registration requirements for businesses from \$2000 to \$4000. It also provides for orderly increases to the threshold amounts to be established every 4 years.

I approve this Ordinance a recommend its approval.

**ORDINANCE NO. 1957**

**AN ORDINANCE AMENDING CHAPTER 4.20.030 OF THE OMAK MUNICIPAL  
CODE - BUSINESS REGISTRATION**

**WHEREAS**, City Ordinance 1874 approved a model ordinance relating to business licensing and registration in compliance with RCW 35.90; and

**WHEREAS**, updates to the model ordinance will be effective January 1, 2026, and require inclusion to Omak Municipal Code.

**THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, DO  
ORDAIN as follows:**

**Section 1.** Chapter 4.20, section 4.20.030, (1) of the Omak Municipal Code is hereby amended to include the language underlined below:

(1) Any person or business ..... specialized permit;

Beginning January 1, 2026, the threshold amount is \$4000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

**Section 2.** This ordinance shall become effective after its passage by the Council, with approval by the Mayor, and five days after publication of this ordinance, or a summary, as provided by law.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

\_\_\_\_\_  
Cindy Gagné, Mayor



Ordinance No.1957

October 6

Page 2 of 5

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk:\_\_\_\_\_

Passed by City Council: 1<sup>st</sup> Reading\_\_\_\_\_

2<sup>nd</sup> Reading\_\_\_\_\_

Date Published:\_\_\_\_\_

Date Effective:\_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the City Council of the City of Omak passed Ordinance No. 1957.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Connie Thomas, City Clerk