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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, August 4, 2025 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

1. Gary Headlee

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

**E. CONSENT AGENDA**

1. Approval of Minutes from July 21, 2025
2. Approval of 2025 Claims

**F. NEW BUSINESS**

1. Letter of Intent to Annex from Greenscape Homes, LLC & Jess Odell ☒
2. Ord. 1953 – Approve Amendments to the OMC - Title 18 Zoning Code ☒
3. Res. 46-2025 – Approve Omak Municipal Court Write-Offs ☒
4. Res. 47-2025 – Approve Interlocal Agreement with the City of Oroville ☒
5. Res. 48-2025 – Approve Agreement with J-U-B Engineering ☒
6. Res. 49-2025 – Approve the Acceptance of a Legislative Grant ☒

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports

**H. 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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# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: August 4, 2025

Subject: **Intent to annex letters**

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The City has received two letters of intent to annex two separate certain pieces of real property into the City of Omak. The owners, Greenscape Homes LLC & Jess O'Dell, have provided letters which states their intent to annex Parcels #3426264009 & #3426264013. Both parcels consist of 10 acres of land lying contingent to the current City of Omak boundaries. (20 acres in total).

The City Council will need to decide if they would like to entertain the annexation request or not. If the Council would like to entertain the annexation, the applicants could then move on to submitting a formal petition to annex.

Once a formal petition has been submitted, the Council has the option to forward the petition to the City of Omak Planning Commission for their review and recommendation or to set a date for a public hearing on the matter before the Council.

Please see the attached letters and vicinity maps.


Cindy Gagne, Mayor of Omak  
Omak City Council  
2 Ash St N  
Omak, WA 98841

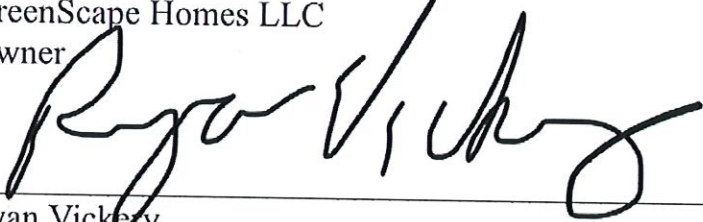
Request for Voluntary Annexation

Dear Mayor of Omak:

As the owner of the parcel (3426264009), I would ask that the Omak City Council consider my request for annexation. The property in question is located on Duck Lake Rd (Parcel 3426264009). This property is currently undeveloped land and zoned as R20. The size of this tract is 10 acres and adjacent to the city limits. The reason for this annexation would be to connect to city sewer/water in order to develop a residential subdivision.

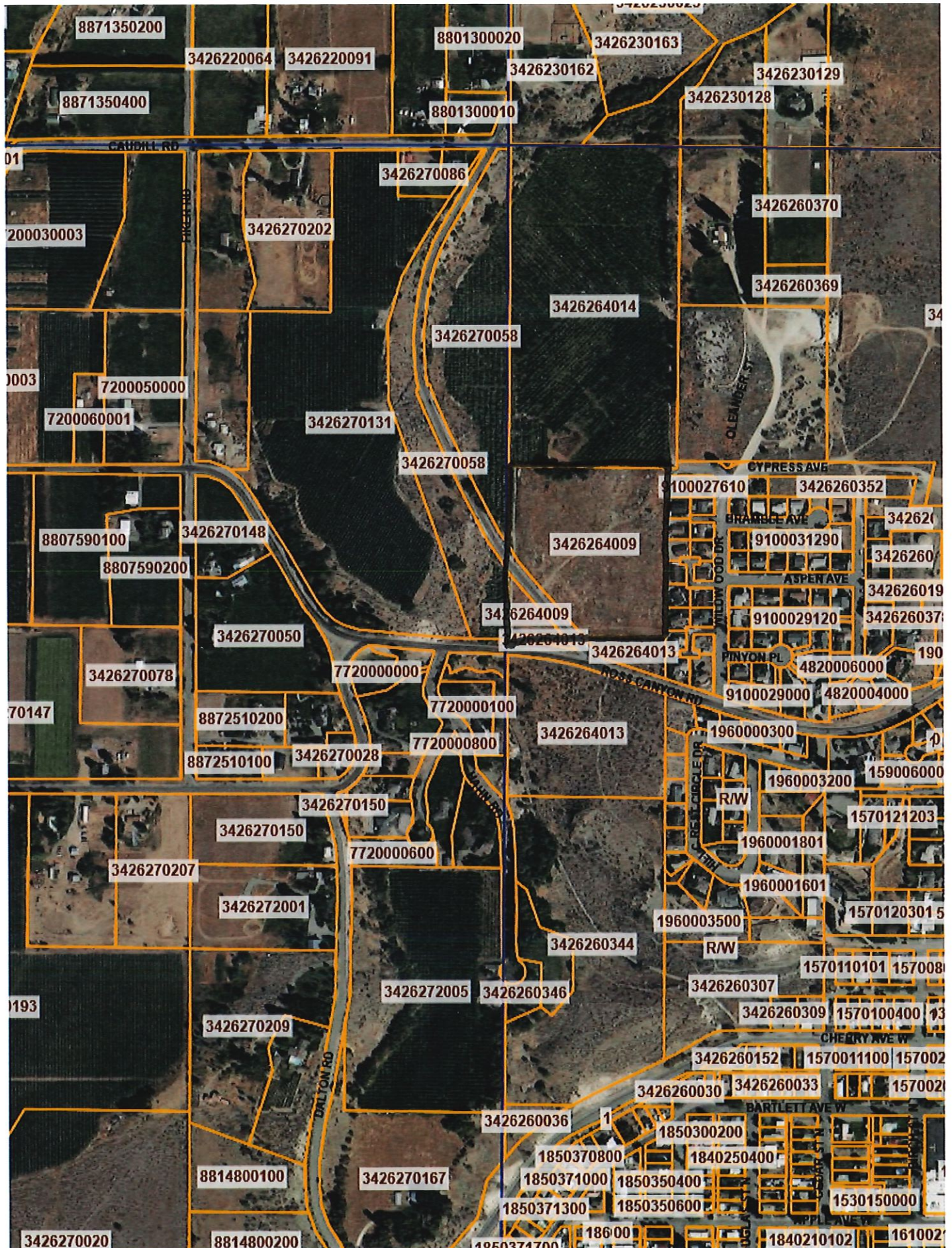
Owner as listed on the Deed: GreenScape Home LLC

  
\_\_\_\_\_  
Jon Hayse  
GreenScape Homes LLC  
Owner

  
\_\_\_\_\_  
Ryan Vickery  
Western Sunset LLC  
Acting as Agent

Any additional information may be obtained by contacting,  
Ryan Vickery (Western Sunset LLC) 509-669-6655  
[ryan@vickeryorchards.com](mailto:ryan@vickeryorchards.com)







Cindy Gagne, Mayor of Omak  
Omak City Council  
2 Ash St N  
Omak, WA 98841

Request for Voluntary Annexation

Dear Mayor of Omak:

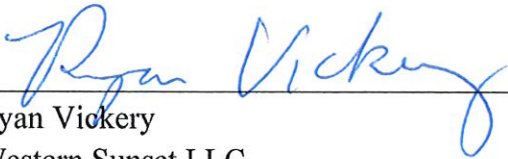
As the owner of the parcel (3426264013), I would ask that the Omak City Council consider my request for annexation. The property in question is located on Ross Canyon Rd (Parcel 3426264013). This property is currently undeveloped land and zoned as R1. The size of this tract is 10 acres and adjacent to the city limits. The reason for this annexation would be to connect to city sewer/water in order to develop a residential subdivision.

Owner as listed on the Deed: Jess O'Dell



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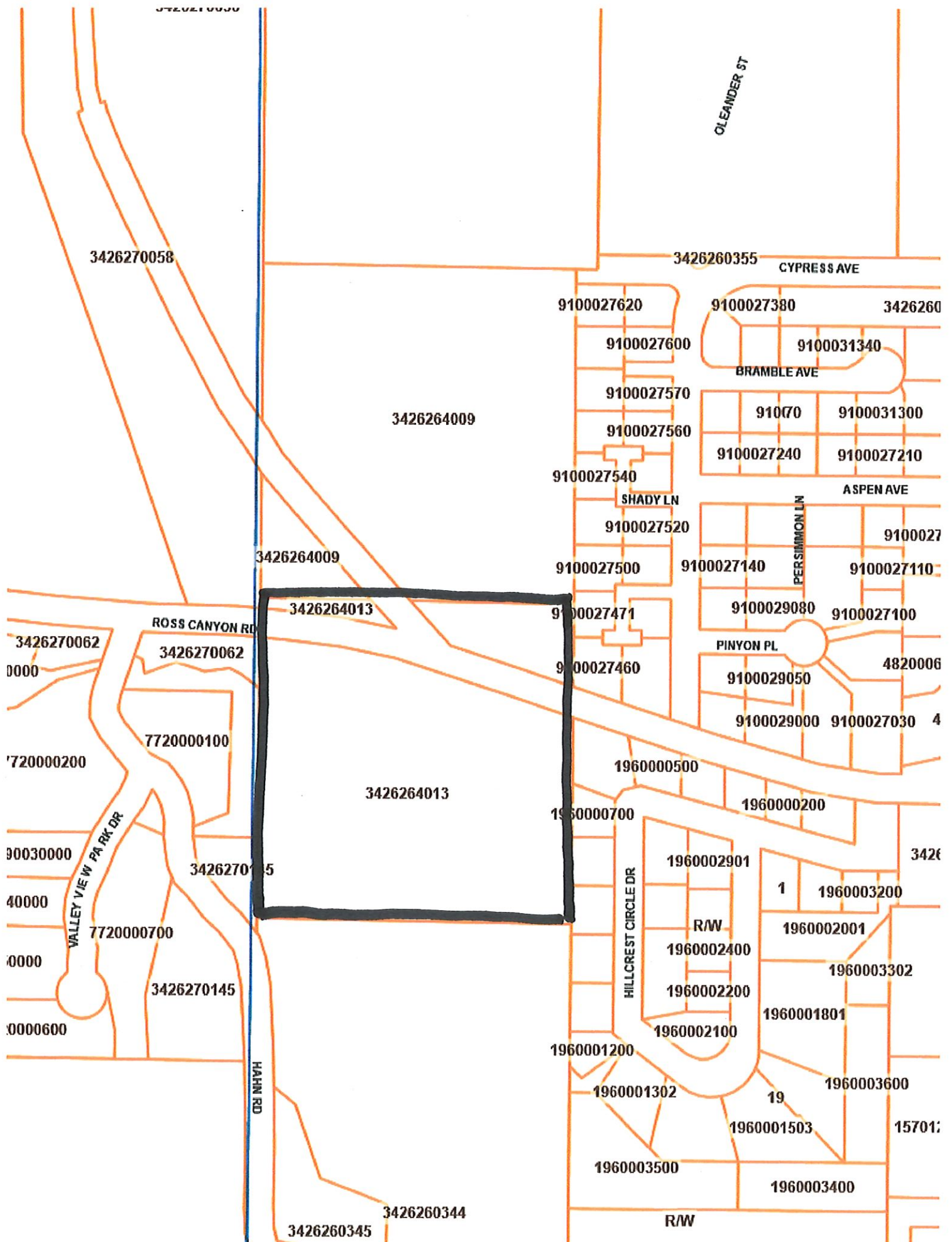
Jess O'Dell  
Owner



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Ryan Vickery  
Western Sunset LLC  
Acting as Agent

Any additional information may be obtained by contacting,  
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ryan@vickeryorchards.com









# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Tyler Wells  
Building Official / Permit Administrator

Date: August 4, 2025

Subject: **Ordinance #1953 – Adopting Zoning Amendments**

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The City of Omak Planning Commission, over the past two years, have been reviewing and updating all sections of Title 18 - Zoning Code - of the Omak Municipal Code as part of the ongoing process to keep the code current and in compliance with state statute.

A Public Hearing was held on July 1, 2025. No comments were received during the comment period and no members of the public attended the hearing.

The Planning Commission moved and unanimously approved the motion to recommend that the Omak City Council adopt the proposed amendments as proposed by Ordinance.

I support the passage of this Ordinance.



**ORDINANCE NO. 1953**

**AN ORDINANCE OF THE CITY COUNCIL OF OMAK,  
WASHINGTON, ADOPTING AMENDMENTS TO CHAPTERS 18.08, 18.16.124,  
18.16.126, REPEALING CHAPTER 18.10.060, AND REPEALING AND REPLACING  
CHAPTER 18.11.050 DISTRICT USE CHART IN TITLE 18 OF OMAK MUNICIPAL  
CODE**

**WHEREAS**, the City of Omak has an adopted Comprehensive Plan and zoning regulations pursuant to RCW 35A.63; and,

**WHEREAS**, all amendments to the comprehensive plan and zoning code are to be adopted, certified, and recorded or filed in accordance with RCW 35.63; and,

**WHEREAS**, the City of Omak Planning Commission held monthly public meetings on April 4, May 2, June 6, July 5, September 5, October 3 and November 7, all in 2023 and April 2, May 7, June 4, July 2, September 3, October 1 and December 3, all in 2024 and January 7 and June 3, 2025 where the review and discussion of proposed amendments to Title 18 of the Omak Municipal Code was on the agenda; and,

**WHEREAS**, at its June 3, 2025 meeting the Planning Commission decided to send to the draft amendments to staff, Mayor and Council for a preliminary review prior to initiation of the formal public review process and set a public hearing on the proposed amendments for July 1, 2025; and,

**WHEREAS**, the proposed amendments were subject to SEPA review with a Determination of Non-Significance issued June 4, 2025, with no comments or appeals received; and,

**WHEREAS**, the proposed amendments were circulated for comments and a notice of the proposed amendments published in the Okanogan County Chronicle on June 18, and June 25, 2025; and

**WHEREAS**, only two written comments were received which were not applicable or are addressed in the proposed amendments; and,

**WHEREAS**, there was no public testimony at the July 1, 2025 Planning Commission public hearing; and,

**WHEREAS**, the Planning Commission, with a unanimous vote, moved to recommend that the City Council approve the proposed amendments and enact an ordinance to amend Title 18 OMC; and,

**WHEREAS**, the City Council reviewed the Planning Commission's recommendation at its regular July 21, 2025 meeting and accepting the recommendation and directed staff to prepare an adoption ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Amend Chapters 18.08, 18.16.124, 18.16.126, repealing chapter 18.10.060, and repealing and replacing chapter 18.11.050 district use chart as set forth in the strikeout copy of the affected Chapters in Exhibit A attached hereto.

**Section 2.** Effective date. This Ordinance shall take effect five days after its passage approval and publication.

**DATED** this 4<sup>th</sup> day of August, 2025, at an open public meeting.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

Passed by City Council: \_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the City Council of the City of Omak passed Ordinance No. 1953.

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

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



**EXHIBIT A**  
**TITLE 18 OMC STRIKE-OUT AMENDMENTS**

- 18.08.051 Attached.
- 18.08.053 Automobile.
- 18.08.055 Automobile, trailer, or manufactured/mobile home sales.
- 18.08.057 Automobile wrecking.
- 18.08.058 Auto repair, minor.
- 18.08.059 Basement.
- 18.08.061 Bed and breakfast.
- 18.08.063 Beverage industries.
- 18.08.065 Blacksmith or horseshoeing shop.
- 18.08.067 Boarding home.
- 18.08.069 Board.
- 18.08.071 Boarding house, lodging house, or rooming house.
- 18.08.073 Book, stationery, office supplies.
- 18.08.074 Broadcast facility.
- 18.08.075 Buffer.
- 18.08.077 Buildable lot.
- 18.08.079 Building.
- 18.08.081 Building area.
- 18.08.083 Building code.
- 18.08.085 Building coverage.
- 18.08.087 Building height.
- 18.08.089 Building line.
- 18.08.091 Building inspector.
- 18.08.092 Building restriction zone (BRZ).
- 18.08.093 Bus passenger terminals.
- 18.08.095 Butcher shop.
- 18.08.097 Campground.
- 18.08.098 Camping.
- 18.08.099 Car wash.
- 18.08.101 Change of use.
- 18.08.103 Child day care home, family.
- 18.08.105 Child day care center.
- 18.08.107 Church.
- 18.08.109 City attorney.
- 18.08.111 City council.



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).

**18.08.017 Adult retail establishment.**

“Adult retail establishment” means any premises in which ten percent of the “stock in trade” (as defined herein) consists of merchandise distinguished or characterized by the depiction of, description, simulation, or relation to “specified sexual activities” or “specified anatomical areas.” The term “merchandise,” as used above, includes but is not limited to the following: books, magazines, posters, cards, pictures, periodicals, or other printed matter; prerecorded video tapes, discs, film, or other such medium, instruments, devices, equipment, paraphernalia or other such products. (Ord. 1344 § 1 (part), 1997).

**18.08.019 Adult theater.**

“Adult theater” means a theater, concert hall, auditorium, or similar commercial establishment that regularly features persons who appear in a state of nudity or semi-nudity or live performances that are characterized by the depiction of specified sexual activities, or specified anatomical areas. (Ord. 1344 § 1 (part), 1997).

**18.08.021 Advertising devices.**

“Advertising devices” means any board, fence, vehicle, structure or other object whose primary purpose is that of advertising. These include, but are not limited to, signs, billboards, lights, balloons, flags, and audible messages (except for signs identifying the occupant or premises in residential district). See also: Section [18.16.110](#), Signs. (Ord. 1344 § 1 (part), 1997).

**18.08.023 Agriculture.**

“Agriculture” means the tilling of the soil, the raising of crops, horticulture, gardening, keeping or raising of domestic farm animals for commercial purposes, and any agricultural industry or business such as dairies, nurseries, greenhouses, or similar uses. (Ord. 1344 § 1 (part), 1997).

**18.08.025 Agriculture building, Commercial.**

“Agriculture building, Commercial” means a structure designed and constructed to store farm implements or hay, grain, domestic farm animals, fruit, and other agricultural products for commercial operations. The structure shall not be used for human habitation. (Ord. 1344 § 1 (part), 1997).

**18.08.027 Agricultural market.**

“Agricultural market” means a use primarily engaged in the retail sale of fresh agricultural products, grown either on- or off-site, but may include as incidental and accessory to the principal use, the sale of factory sealed or prepackaged food products and some limited nonfood items. This definition does include the sale of livestock (i.e., livestock market). (Ord. 1344 § 1 (part), 1997).

**18.08.029 Agriculture-related industry.**

“Agriculture-related industry” means specifically:

- (1) “Packaging plants” may include but are not limited to the following activities: washing, sorting, milling, crating, canning, freezing and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agricultural product remains essentially unaltered. Does not include processing activities, or slaughter houses, animal reduction yards, and tallow works.
- (2) “Processing plants” may include but are not limited to those activities which involve the pasteurization, fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include slaughter houses or rendering plants (footnote in use chart).
- (3) “Storage facilities” may include those activities which involve the warehousing (dry, cold and/or wet) of processed and/or packaged agricultural products. (Ord. 1344 § 1 (part), 1997).

**18.08.098 Camping.**

"Camping" means staying in a tent or sleeping on the ground or RV without sanitary facilities on publicly-owned land and/or right-of-way, or on private property, for a period of greater than seven (7) days outside of an approved campground as defined in 18.08.097 OMC or on property. Occupancy of RV's must comply with the provisions of Section 18.16.118. OMC.

**18.08.099 Car wash.**

"Car wash" means any structure requiring the installation of special equipment and plumbing, which is used or intended to be used primarily for the washing of motor vehicles. (Ord. 1344 § 1 (part), 1997).

**18.08.101 Change of use.**

"Change of use" means a change from one use listed in Chart 1.0, District Use Chart in Section [18.11.050](#) to another use listed or unlisted in that chart. (Ord. 1344 § 1 (part), 1997).

**18.08.103 Child care home, family.**

~~"Family day care home child care" means a facility licensed to provide direct care, supervision and early learning opportunities for twelve or fewer children, in the home of the licensee where the licensee resides and is the primary provider.~~  
~~means a facility licensed to provide direct care, supervision and early learning opportunities for twelve or fewer children, in the home of the licensee where the licensee resides and is the primary provider.~~

**18.08.104 Child day care home provider.**

"Family day care home child care provider" means a person who provides direct care, supervision, behavior management, and early learning opportunities for twelve or fewer children in their family home living quarters for periods of less than twenty-four hours (WAC [170-296-0020](#) and [388-296-0020](#)). (Ord. 1591 § 3.00, 2007; Ord. 1344 § 1 (part), 1997).

**18.08.104.1 Child day care, mini.**

"Mini day-care center" means a day-care facility for the care of 12 or fewer children in a place other than the family abode of the person or persons under whose direct care and supervision the children are placed, or the care of more than six but fewer than 13 children in the family abode of such person or persons.

**18.08.105 Child day care center.**

"Child day care center" means an agency which provides child day care outside the abode of the licensee or for thirteen or more children in the abode of the licensee. Such facilities are licensed by the department of social and health services under Chapter [74.15](#) RCW and Chapter [388-150](#) WAC (WAC [212-12-005](#)). (Ord. 1591 § 4.00, 2007; Ord. 1344 § 1 (part), 1997).

**18.08.107 Church.**

"Church" means a structure, or group of structures, which by design and construction are primarily used for religious services and/or instruction. (Ord. 1344 § 1 (part), 1997).

**18.08.109 City attorney.**

"City attorney" is the attorney appointed by the mayor to serve as the city's official legal counsel. (Ord. 1344 § 1 (part), 1997).

**18.08.111 City council.**

"City council" is the legislative authority of the city of Omak as defined in Chapter [35.23](#) RCW as it now exists or is hereafter amended. (Ord. 1344 § 1 (part), 1997).

**18.08.113 Clinic, medical.**

"Medical clinic" means a structure for the medical examination and treatment of human patients, but without provision for keeping such patients overnight on the premises. (Ord. 1344 § 1 (part), 1997).



boarding units which are used primarily for transient tenancy shall not be considered as dwelling units. (Ord. 1344 § 1 (part), 1997).

**18.08.178 Dwelling unit, accessory.**

“Dwelling unit, accessory” means a small separate living unit accompanying the residence or business, or dwelling permitted on a lot of minimum size or larger for the purpose of housing guests, friends, and relatives and having its own living area, kitchen and toilet and bathing facilities. The total floor area of such a unit shall not exceed fifty percent of the total area of the main residence or dwelling and shall be in the second story or above in a commercial structure. Neither the primary residence nor accessory use shall be a recreational vehicle. (Ord. 1877 § 1(1), 2019).

**18.08.179 Earthen material.**

“Earthen material” means sand, gravel, rock, aggregate and/or soil. (Ord. 1344 § 1 (part), 1997).

**18.08.181 Easement.**

“Easement” means a grant by a property owner to specific persons, entity, corporation or to the public to use a designated portion of land for a specific purpose or purposes. Easements are only partial grants of authority over the subject property, the exact relationship of the easement right to the landowner’s right is normally explained by the terms of the easement. (Ord. 1344 § 1 (part), 1997).

**18.08.183 Environmental review.**

“Environmental review” means the procedures and requirements established by the State Environmental Policy Act Chapter 43.21C and the city of Omak SEPA Ordinance No. 942 as it now exists or is hereafter amended. (Ord. 1344 § 1 (part), 1997).

**18.08.184 Essential public facilities.**

“Essential public facilities” means and includes those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW [47.06.140](#), state and local correctional facilities, solid waste handling facilities, and in-patient facilities, including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW [71.09.020](#). (Ord. 1877 § 1(2), 2019). Such facilities also include emergency services operations including, public safety buildings (fire and law enforcement), wildland fire bases and EMS operations.#

**18.08.185 Family day care home.**

“Family child care home” means a licensed facility to provide direct care, supervision, behavior management, and early learning opportunities for twelve or fewer children, in the home of the licensee where the licensee resides and is the primary provider, within a birth through eleven years of age range exclusively, for periods less than twenty-four hours, as defined in WAC [388-155-010](#) and [388-296-0200](#) as existing or hereafter amended. (Ord. 1591 § 6.00, 2007; Ord. 1344 § 1 (part), 1997).

**18.08.187 Fast food restaurant, drive-in.**

“Drive-in fast food restaurant” means an establishment providing food service where items are ordered and picked up at a drive in window or a central service area. (Ord. 1344 § 1 (part), 1997).

**18.08.189 Family.**

“Family” means an individual or two or more persons related by blood, marriage, registered domestic partnership, adoption or legal guardianship, living together in a dwelling unit; or a group of not more than five unrelated persons living together in a dwelling unit. Persons with functional disabilities, as defined in this title, shall be considered the same as related individuals. (Ord. 1877 § 3, 2019).

(b) Where a use district boundary divides a parcel of land under a single ownership at the time of passage of the ordinance codified in this title, the least restrictive regulations may be extended to that portion lying in the more restrictive use district for a distance not to exceed fifty feet beyond the use district boundary. (Ord. 1286 (part), 1995).

**18.10.050 Annexed areas.**

Private land annexed to the city after the effective date of the ordinance codified in this title shall be given a zoning use district classification that is consistent with the greater Omak comprehensive plan, as it exists now or is hereafter amended. (Ord. 1286 (part), 1995).

**~~18.10.060 District overlays defined.~~**

~~The district overlays contained herein are additional conditions for uses within areas regulated under the Shoreline Management Act, critical areas as required by the Growth Management Act, for airport safety, and for those areas designated as "Mixed Use" in the greater Omak area comprehensive plan.~~

~~Overlay districts included in this title include the MUO—Mixed Use Overlay, the SO—Shorelines Overlay, and the CAO—Critical Areas Overlay. Overlay Districts are further defined in Chapter 18.44.~~

~~Special overlays are established to meet FAA airport safety requirements at Omak Municipal Airport. Overlays in the AI—Airport Industrial district are explained in Chapter 18.38. (Ord. 1358 § 2, 1997; Ord. 1286 (part), 1995).~~

### 18.11.050 District use chart.

The district use chart (Chart 1.0) provides a detailed list of uses and identifies the conditions for their implementation within the city of Omak. Please note that this chart does not provide all requirements for all uses within the various districts including those additional restrictions of district overlays.

**Chart 1.0 - DISTRICT USE CHART**

**Abbreviations:**

blank = Allowed Use

SPD = Single Use Planned Development<sup>10</sup>

CUP = Conditional Development

X = Prohibited Use

BSP = Binding Site Plan

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Accessory Dwelling Unit <sup>18</sup>							CUP		CUP	CUP	X
Adult Entertainment Uses	X	X	X	X	X	CUP <sup>13</sup>	X	CUP <sup>13</sup>	CUP <sup>13</sup>	X	X
Adult Family Home											
Adult Residential Facility	X	CUP	CUP	CUP	CUP	CUP	X		X	X	X
Advertising Devices (signs) <sup>2</sup>											CUP
Agricultural Building	X	X	X	X	X	X	CUP	X	CUP	CUP	X
Agricultural Farms	X	X	X	X	X	X	CUP	X			X



Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Agricultural Market	X	X	CUP	X		X	CUP	X			CUP
Agriculture-Related Industries	X	X	X	X	X	X	CUP	X	CUP		X
Aircraft Parts, Sales and Manufacture	X	X	X	X	X	X		CUP <sup>11</sup>	<sup>12</sup>		X
Aircraft Repair/Salvage	X	X	X	X	X	X		CUP <sup>11</sup>	CUP <sup>12</sup>		X
Airports and Landing Fields	X	X	X	X	X	X		X	CUP <sup>12</sup>	CUP	CUP
Air Terminals	X	X	X	X	X	X		X	CUP <sup>12</sup>	CUP	CUP
Alcohol, Retail Sales	X	X	X				X			X	X
Amusement Park/Zoo	X	X	X	X	X	X	X	X	X	X	CUP
Animal Auctions—Commercial	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Animal Hospital/Clinic	X	X	CUP	CUP	CUP	CUP	X	CUP			X
Animal Shelter	X	X	X	X	X	CUP	X	CUP			CUP
Antique/Gift, Retail	X	X	CUP				X				X
Art Galleries	X	X	CUP				X				CUP

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Art Supply, Retail	X	X	CUP				X				X
Asphalt Plant	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Assembly of Machines/ Appliances, Prefab Parts	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Automobile/Car Wash	X	X	X	X			CUP				X
Automobile Parking, Commercial	X	X					CUP				CUP
Automobile Sales	X	X	X	X	CUP		X				X
Automobile Wrecking	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Auto Repair, Minor	X	X	X	CUP	CUP		X				X
Bakery Shops <sup>2</sup>	X	X	CUP				X				X
Barber/Beauty Salon <sup>2</sup>	X	X	X				X				X
Bed & Breakfast	CUP	CUP	CUP	<sup>1</sup>	<sup>1</sup>	<sup>1</sup>	X <sup>1,14</sup>	<sup>1</sup>	<sup>1</sup>	<sup>1</sup>	X <sup>1</sup>
Beverage Bottling Plant	X	X	X	X	X	X	X	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Beverage Industries	X	X	X	<sup>17</sup>	<sup>17</sup>	<sup>17</sup>	X				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Bicycles Sales/Repair <sup>3</sup>	X	X	CUP				X				X
Blacksmith or Horseshoeing	X	X	X	X	X	X	X	CUP <sup>11</sup>	<sup>12</sup>		X
Blueprinting, Photostating Services	X	X	X				CUP				X
Boarding, Lodging, or Rooming House	X	CUP	CUP		X		X				X
Boat Building	X	X	X	X	X	X	X	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Boat Sales/Repair	X	X	X	X	CUP		X				X
Book Bindery	X	X	X	X	X	X	X	<sup>11</sup>	<sup>12</sup>		X
Book/Stationery Stores	X	X	CUP				X				X
Bus Repair/Storage Terminals	X	X	X	X	X	X		CUP <sup>11</sup>	<sup>12</sup>		CUP
Bus Terminals, Passenger	X	X	CUP	CUP	CUP		CUP				CUP
Campgrounds	X	X	X	X	X	BSP	BSP	BSP	BSP	BSP	BSP
Carpet-Cleaning Business <sup>3</sup>	X	X	X				X				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Catering Business <sup>3</sup>	X	X	CUP				X				X
Cement/Concrete Plants	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Cemeteries	X	X	CUP	X	X	CUP		CUP	CUP	X	CUP
Child Care Home, Family	9	9	9				X <sup>14</sup>			X	CUP
Child Day Care Center	X	CUP	CUP	CUP	CUP		X <sup>14</sup>		CUP	X	CUP
Churches, Temples, Synagogues	CUP	CUP	CUP		SPD	CUP	X	CUP			X
Clinics, Medical and Dental	X	X	CUP				X				SPD
Clothing Manufacture	X	X	X	X	X	X	X	<sup>11</sup>	CUP <sup>12</sup>		X
Clothing Sales, Retail	X	X	X				X				X
Cold Storage Plants	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Coliseums, Stadiums	X	X	X	X	X	CUP	X	CUP	SPD	SPD	CUP
Colleges and Trade Schools, Nonresident	X	X	CUP	CUP	CUP		X		CUP		SPD
Commercial Recreation	X	X	CUP			CUP	X	CUP			CUP



Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Community Center, Meeting Hall, Fraternal Organization	X	X	CUP		CUP		X				CUP
Condominiums	X	SPD	SPD	SPD	SPD	SPD	X <sup>14</sup>	SPD	SPD	SPD	X
Contractors Plants, Storage Yards	X	X	X	X	X	X	CUP	X	12		X
Contract Truck Hauling	X	X	X	X	X	X	CUP	X	12		X
Convalescent, Nursing Home	X	CUP		X	X		X			X	X
Correctional Institutions	X	X	SPD	X	X	CUP	X	CUP	CUP	CUP	SPD
Crematories	X	X	X	X	X	CUP	X	CUP	CUP		CUP
Department/Variety Stores	X	X	X				X				X
Domestic Farm Animals (see Title 6)	X	X	X	X	X	X	CUP	X			X
Drinking Establishment, Alcohol	X	X	X			CUP	CUP	CUP			X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Drive-In Windows, Accessory	X	X	X				X				X
Drugstores	X	X	CUP				X				X
Dry Cleaning, Commercial	X	X	CUP				X				X
Dwellings, Multi-Unit	X	SPD		SPD	SPD		X	SPD	SPD	X	X
Dwellings, Single Unit	<sup>4</sup>	<sup>4</sup>	<sup>4</sup>	X	X <sup>5</sup>	<sup>4</sup>	X <sup>14</sup>	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>
Dwellings, Two-Unit	CUP <sup>4</sup>	<sup>4</sup>	<sup>4</sup>	X <sup>5</sup>	X <sup>5</sup>	CUP <sup>4</sup>	X	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>
Electric Components, Manufacture	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Electric Light/Power Distribution Station	X	X	X	X	X	X	X	CUP <sup>11</sup>	<sup>12</sup>		CUP
Employment Agencies	X	X	X				X				CUP
Engineer, Medical and Scientific Instruments, Manufacture	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Fabricated Structural Metal Products	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Fabric Stores	X	X	X				X				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Farm Supplies, Retail <sup>3</sup>	X	X	X				X				X
Farm Supplies, Bulk or Wholesale	X	X	X	X	CUP	CUP	X	CUP <sup>11</sup>	<sup>12</sup>		X
Finance and Loan Companies	X	X					X				X
Fire/Police Stations	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP			X
Florist, Retail	X	X	X				X				X
Food Processing, On-Site Sales	X	X	X	CUP	CUP	CUP	X	CUP <sup>11</sup>	<sup>12</sup>		X
Frozen Food Lockers	X	X	CUP	CUP			X				X
Fuel, Oil, etc., Distributors, Bulk	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Funeral Homes	CUP	CUP	CUP	CUP	SPD	CUP	X	CUP			X
Furniture Sales, Retail	X	X	X				X				X
Furniture, Cabinet Shops <sup>3</sup>	X	X	X	CUP			X				X
Game/Card Rooms, Video Games	X	X	X		CUP	CUP	X	CUP	X	X	X
Gas Stations	X	X	X	CUP			CUP				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Gases in approved metal cylinders, storage/sales	X	X	X	CUP	CUP	CUP	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Glass, Pottery Stores	X	X	X				X				X
Gravel Pits	X	X	X	X	X	X	CUP	X	CUP <sup>12</sup>	CUP	CUP
Greenways and Multi-Use Trails							CUP				
Grocery Store	X	X	X				X				X
Group Homes	CUP	CUP	CUP	X	X	CUP	X	CUP	CUP	CUP	CUP
Gyms, Exercise Facilities, Spas, Commercial	X	X	CUP				X				CUP
Halfway Houses	CUP	CUP	CUP	CUP	CUP	CUP	X	CUP	CUP	CUP	CUP
Hardware Stores	X	X	X				X				X
Hazardous Materials, Manufacture, Processing, Storage	X	X	X	X	X	X	X	X	CUP <sup>12</sup>	CUP	CUP
Hazardous Waste, Treatment and/or Storage <sup>6</sup>	X	X	CUP	CUP	CUP	CUP	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>	CUP	CUP



Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Heli-Pad	X	X	X	X	X	CUP		CUP <sup>11</sup>	CUP <sup>12</sup>	CUP	CUP
Heli-Port	X	X	X	X	X	X		CUP <sup>11</sup>	CUP <sup>12</sup>	CUP	CUP
Hospitals	X	CUP	CUP	CUP	CUP	CUP	X	CUP	SPD	CUP	SPD
Hotels, Motels, Inns	X	X	SPD				CUP				X
Housing for People with Functional Disabilities	5	5	4	CUP <sup>4</sup>	CUP <sup>4</sup>	CUP <sup>4</sup>	X	CUP <sup>4</sup>	CUP <sup>4</sup>	CUP <sup>4</sup>	CUP <sup>4</sup>
Insulation-Material Manufacture	X	X	X	X	X	X	X	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Insurance Agencies <sup>3</sup>	X	X	CUP				X				X
Jewelry, Watches, Retail Sales/Repair	X	X	X				X				X
Junk Yards/Auto Wrecking	X	X	X	X	X	X	X	X	CUP <sup>12</sup>	CUP	X
Kennels	X	X	X	X	X	CUP	X	CUP <sup>11</sup>	<sup>12</sup>		X
Laboratories, Research & Testing	X	X	X	X	X	X	CUP	<sup>11</sup>	<sup>12</sup>		X
Laundries, Laundromats	X	CUP	CUP				CUP				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Land Fills— Reclamation Using Earth & Fill (Doesn't Include Sanitary Landfills)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>	CUP	CUP
Leather Goods, Manufacture	X	X	X	CUP	CUP	CUP	X	CUP <sup>11</sup>	<sup>12</sup>		X
Libraries, Museums	X	X					X				
Locks and Gunsmiths <sup>3</sup>	X	X	X				CUP				X
Lumber Yards, Building Materials, Storage and Sales	X	X	X	X			X	<sup>11</sup>	<sup>12</sup>		X
Machine Shops	X	X	X	X	CUP		CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Machine Tool, Manufacture	X	X	X	X	X	X	CUP	<sup>11</sup>			X
Manufactured Home <sup>2</sup>	<sup>4</sup>	<sup>4</sup>	<sup>4</sup>	X	X	X	X	X	X	X	X
Manufactured Home Parks	X	BSP	BSP	X	X	BSP	SPD <sup>14</sup>	BSP	BSP	X	X
Manufacturing of Chemicals	X	X	X	X	X	X	X	CUP <sup>11</sup>	CUP		X
Mausoleums	X	X	X	X	X	CUP	X	CUP	CUP		CUP

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Microbrewery <sup>20</sup>	X	X	X				X		X	X	X
Microwave Relay Stations	X	X	X	CUP	X	X	X	X			X
Miniature Golf/Driving Range	X	X	X	X	CUP	CUP	X	CUP			CUP
Mobile Home <sup>2</sup>	X	X	X	X	X	X	X	X	X	X	X
Mobile/Manufactured Home Sales	X	X	X	X		CUP	X	CUP			X
Modular/Factory-Built Home	4	4	4	X	X	X	X	X	X	X	X
Motorcycle Sales/Repair	X	X	X	CUP			X				X
Music Stores	X	X	CUP				X				X
Nanobrewery <sup>20</sup>	X	X	X				X				X
Nursery, Retail	X	X	X	CUP			X				X
Nursery, Landscape Materials	X	X	X	CUP	CUP		X				X
Office Buildings	X	X	CUP				CUP		CUP	CUP	

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Office Equipment, Sales and Service <sup>3</sup>	X	X	X				X				X
Optical, Musical Instrument Sales	X	X	X				X				X
Outside Storage of Commercial Vehicles (Section 18.11.030(d))	X	X	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	X
Outside Storage of Inoperable Vehicles and Appliances (Section 18.11.030(c))	X	X	X	X	X	X	X	X	X	X	X
Outdoor Mobile Vendors <sup>19</sup>	X	X	X	CUP	CUP	CUP	X				X
Overnight Rentals and Single Unit Tourist	CUP	CUP	CUP				X <sup>14</sup>				X
Paint, Glass, Wallpaper Sales	X	X	X				X				X
Parks, Nonprofit Recreational Uses				CUP	CUP		CUP				
Pawn Shops	X	X	X				X				X
Pet Shops	X	X	X				X				X



Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Pharmaceutical, Manufacture	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Photographic Studios <sup>3</sup>	X	X	X				X				X
Picobrewery <sup>20</sup>	21	21	21				X				X
Planing/Saw Mills	X	X	X	X	X	X	X	X	CUP <sup>12</sup>		X
Plumbing Shop	X	X	X	CUP	CUP		X				X
Preschool, Private	X	CUP	CUP		CUP	CUP	X	CUP			CUP
Printing/Publishing	X	X	X				CUP				X
Public and Private Schools	CUP	CUP	CUP	CUP	CUP		X <sup>14</sup>				
Public Transit Shelter	CUP	CUP	CUP				CUP				
Public Utility Installations	CUP <sup>16</sup>	CUP <sup>16</sup>	CUP <sup>16</sup>				CUP <sup>14</sup>				CUP
Public Utility Service and Storage Area	X	X	X	X	X	CUP	CUP <sup>14</sup>	CUP			CUP
Radio Antennas, Radio Stations							X				
Radio, Television, Retail Sales/Service	X	X	X				X				X

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Real Estate Offices	X	X	CUP				X				X
Recycling Centers	X	X	X	CUP	CUP		CUP	CUP <sup>11</sup>	<sup>12</sup>		CUP
Recycling Drop-off Stations (Enclosed)	X	X	CUP	CUP	CUP		CUP				CUP
Rental—Autos and Trucks	X	X	X	CUP	CUP		CUP				X
Rental—Heavy Equipment	X	X	X	X	X	CUP	CUP	CUP			X
Rental—Small Tools, Garden Equipment, Sporting Goods	X	X	X				CUP				X
Repair/Service— Industrial Equipment	X	X	X	X	X	CUP	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Repair/Service, Office and Household Items <sup>3</sup>	X	X	X				CUP				X
Repairs—Upholstery, Furniture <sup>3</sup>	X	X	X	CUP			CUP				X
Repairs—Small Engine, Garden Equipment	X	X	X	CUP			CUP				X
Restaurants, Cafes	X	X	CUP				CUP				CUP

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Retirement Homes	X	X	CUP	X	X	X	X	X			SPD
Rodeo/Fairgrounds	X	X	X	X	X	CUP	X	CUP			SPD
Sheet Metal Shops	X	X	X	X	X	CUP	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Shoe Repair/Shine <sup>3</sup>	X	X	CUP				CUP				X
Sign Manufacture, Painting, Service	X	X	X	CUP	CUP		CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Skating Rinks— Commercial	X	X	X	CUP	CUP		X				CUP
Sporting Goods Sales	X	X	X				X				X
Stone Cutting, Monument Manufacture	X	X	X	X	X	CUP	X	CUP <sup>11</sup>	<sup>12</sup>		X
Storage, Commercial (Mini-Storage)	X	X	X	CUP	X	CUP	X	CUP	CUP		X
Storage Containers	X	X		X							
Storage Facility, Bulk	X	X	X	X	X	X	CUP <sup>9,14</sup>	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Supported Living Arrangements	CUP			CUP <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	X <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	X <sup>1</sup>

Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Swimming Pools, Public	X	CUP	CUP	CUP	CUP		X		CUP	CUP	CUP
Swimming Pools, Outdoor-Private				CUP <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	X <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	CUP <sup>1</sup>	X <sup>1</sup>
Tailors, Dressmakers, Milliners <sup>3</sup>	X	X	CUP				X				X
Taxi Terminals/Dispatch	X	X	X	CUP	CUP			<sup>11</sup>	<sup>12</sup>		X
Taxidermist <sup>3</sup>	X	X	CUP	CUP	CUP		X				X
Temporary Buildings	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>	CUP	CUP
Textile Manufacture	X	X	X	X	X	X	CUP	CUP <sup>11</sup>	CUP <sup>12</sup>		X
Theaters and Similar Indoor Structures	X	X	X				X				X
Tire Recapping & Retreading	X	X	X	X	CUP		X	CUP <sup>11</sup>	<sup>12</sup>		X
Toy, Hobby, Variety Shops	X	X	X				CUP				X
Trailer Parks— Commercial (RV)	X	X	X	X	BSP	BSP	BSP	BSP	BSP	BSP	BSP



Type of Use	RS Residential Single Unit	RD Residential Duplex	RM Residential Multi-Unit	CB Central Business District	PS Planned Shopping District	HB Highway Business	AI Airport Industrial	CI Commercial Industrial	LI Light Industrial	HI Heavy Industrial	PU Public Use
Truck Terminals, Repair, Storage	X	X	X	X	X	CUP	CUP	CUP <sup>11</sup>	<sup>12</sup>		CUP
Upholstery, Decorator Shops, Retail <sup>3</sup>	X	X	X				X				X
Used Car Lots	X	X	X	X	CUP		CUP				X
Waste (Nonhazardous) Materials Processing, Handling	X	X	X	X	X	X	X	X	<sup>12</sup>		X
Wholesale Trade	X	X	X	X	X	CUP	CUP	CUP <sup>11</sup>	<sup>12</sup>		X
Woodworking Shops, Millwork	X	X	X	CUP	CUP		X	CUP <sup>11</sup>	<sup>12</sup>		X
Youth Residential Facility	X	CUP	CUP		X	CUP	X		X	X	X

<sup>1</sup> – Only allowed in association with existing residences.

<sup>2</sup> – Refer to the Omak sign ordinance.

<sup>3</sup> – Allowed upon issuance of a home business permit.

<sup>4</sup> – Must comply with Section 18.16.080, except on the Colville Reservation and in approved manufactured home parks.

<sup>5</sup> – Only existing residences allowed.

<sup>6</sup> – Allowed only as accessory use to permitted or conditional use.

<sup>7</sup> – Permitted under conditions of an approved manufactured home park.

~~8 = Airport related uses allowed.~~

~~9 = Requires a licensed family day care provider (ref. Section 18.08.132).~~

~~10 = Unless use is developed as part of a mixed use planned development.~~

~~11 = Allowed and conditional industrial uses must be compatible with the purpose statement found in Section 18.33.010.~~

~~12 = Allowed and conditional industrial uses must be compatible with the purpose statement found in Section 18.34.010.~~

~~13 = Must comply with locational standards and regulations contained in Section 18.50.180.~~

~~14 = Refer to Section 18.11.030, Prohibited uses.~~

~~15 = Must comply with the development standards for the residential multifamily district set forth in Chapter 18.16, Table 1.0.~~

~~16 = Applies only to new or significant expansion of existing installations.~~

~~17 = Beverage industries with capacities exceeding “microbreweries” shall be required to obtain a conditional use permit.~~

~~18 = Subject to the requirements of Section 18.16.124 and limited to second story or above in the CB, PS and HB zones.~~

~~19 = Requires CUP where listed unless use is accessory to an existing permitted use. All outdoor mobile vendors are subject to the requirements of Section 18.16.126.~~

~~20 = Subject to licensing and requirements of the WSLCB.~~

~~21 = Subject to conditions listed in Section 18.16.030(b)(3).~~

(Ord. 1932 § 1 (Exh. A), 2024; Ord. 1930 § 1 (Exh. A), 2023; Ord. 1877 § 13, 2019; Ord. 1667 § 17, 2010; Ord. 1519 §§ 1, 2, 2004; Ord. 1358 § 7, 1997; Ord. 1344 § 1 (part), 1997; Ord. 1310 § 2, 1996; Ord. 1286 (part), 1995.)

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
<b>RESIDENTIAL USES</b>											
Accessory Dwelling Unit <sup>1</sup>							CUP	CUP	CUP	CUP	CUP
Adult Family Home <sup>2</sup>							X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>	X
Bed & Breakfast	CUP	CUP	CUP	4	4	4	4	4	4	X	X
Boarding, Lodging, or Rooming House	X	CUP	CUP		X					X	X
Condominiums	X	SPD	SPD	SPD	SPD	SPD	SPD	X	X	X	X
Dwellings, Multi- Unit	X	SPD		SPD	SPD			X	X	X	X
Dwellings, Single- Unit <sup>5</sup>						5		X	X	X	X
Dwellings, Two-Unit	CUP <sup>5</sup>	5	5	6	6	5	6	6	6	X	X
Manufactured Home <sup>5</sup>				X <sup>7</sup>	X <sup>7</sup>	X <sup>7</sup>	X <sup>7</sup>	X	X	X	X

<sup>1</sup> - Subject to the requirements of Section [18.16.124](#) and limited to second story or above in the CB, PS and HB zones.

<sup>2</sup> - ~~Limited to single-family homes existing on January 1, 2025.~~

<sup>3</sup> - ~~Limited to single-family homes existing on January 1, 2025.~~

<sup>4</sup> - Only allowed in association with existing single-family residences.

<sup>5</sup> - Must comply with [18.16.080](#), except on the Colville Reservation or in approved manufactured home parks.

<sup>6</sup> - Limited to two-family homes existing on January 1, 2025.

<sup>7</sup> - Permitted under the conditions of an approved manufactured home park.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Manufactured Home Parks	X	BSP	BSP	X	X	BSP	BSP	BSP	X	X	X
Mobile Home	X	X	X	X	X	X	X	X	X	X	X
Modular/Factory-Built Home <sup>5</sup>				X <sup>7</sup>	X <sup>7</sup>	X <sup>7</sup>	X <sup>7</sup>	X	X	X	X
Nightly Rentals	CUP	CUP	CUP					X	X	X	X
<b>RESIDENTIAL/DAY CARE USES</b>											
Adult Residential Facility	X	X	CUP	X	X	CUP	CUP	CUP	X	X	X
Convalescent, Nursing Home	X	CUP		X	X			X	X	X	X
Child Day Care Center <sup>8</sup>	X	CUP	CUP	CUP	CUP			CUP	X	X	CUP
Child Day Care Home, Family <sup>9, 8</sup>								X	X	X	X
Child Day Care, Mini <sup>8</sup>	X	CUP						X	X	X	X
Correctional Institutions	X	X	X	X	X	X	CUP	CUP	CUP	X	CUP

<sup>8</sup> - Requires a licensed family day care provider.

<sup>9</sup> - Limited to single-family homes existing on January 1, 2025.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Group Homes	X	CUP	CUP	X	X	CUP	CUP	CUP	CUP	X	CUP
Halfway Houses	X	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	X	CUP
Housing for People with Functional Disabilities <sup>9</sup>				CUP	CUP	CUP	CUP	X	X	X	CUP
Retirement Homes	X	CUP		X	X			X	X	X	X
Supported Living Arrangements <sup>9</sup>	CUP			CUP	CUP	CUP	CUP	X	X	X	X
Youth Residential Facility	X	CUP	CUP		X			X	X	X	X
<b>GENERAL USES</b>											
Advertising Devices (signs) <sup>10</sup>											CUP
Adult Entertainment Uses	X	X	X	X	X	CUP <sup>11</sup>	CUP <sup>11</sup>	CUP <sup>11</sup>	X	X	X
Cemeteries	X	X	CUP	X	X	CUP	CUP	CUP	X		CUP
Domestic Farm Animals (see Title 6 OMC)	X	X	X	X	X	X	X			CUP	X

<sup>10</sup> - refer to Omak Sign Code, Chapter 14.24 OMC.

<sup>11</sup> - Must comply with locational standards and regulations contained in Section [18.50.180](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
<u>Essential Public Facilities</u> Fire/Police Stations	X CUP	X CUP	CUP	CUP	CUP	CUP	CUP			CUP	X
Funeral Homes	CUP	CUP	CUP	CUP	SPD	CUP	CUP			X	X
Hospitals	X	CUP	CUP	CUP	CUP	CUP	CUP	SPD	CUP	X	SPD
Mausoleums	X	X	X	X	X	CUP	CUP	CUP		X	CUP
Microwave Relay Stations	X	X	X	CUP	X	X	X			X	X
Public Transit Shelter	CUP	CUP	CUP							CUP	
Public Utility Installations	CUP <sup>12</sup>	CUP <sup>12</sup>	CUP <sup>12</sup>							CUP <sup>1</sup> <sub>2</sub>	CUP
Public Utility Service and Storage Area	X	X	X	X	X	CUP	CUP			CUP <sup>1</sup> <sub>2</sub>	CUP
Radio Antennas, Radio Stations										X	
Radio, Television, Retail Sales/Service	X	X	X							X	X
Storage Containers	X	X		X							

<sup>12</sup> - Applies only to new or significant expansion of existing installations.



Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Temporary Buildings	CUP	CUP	CUP	CUP	CUP	CUP	CUP <sup>13</sup>	CUP <sup>13</sup>	CUP	CUP	CUP
<b>AGRICULTURAL USES</b>											
<u>Commercial</u> Agricultural Building	X	X	X	X	X	X	X	CUP	CUP	CUP	X
Agricultural Farms	X	X	X	X	X	X	X			CUP	X
Agricultural Market	X	X	CUP	X		X	X			CUP	CUP
Agriculture-Related Industries	X	X	X	X	X	X	X	CUP		CUP	X
Animal Auctions— Commercial	X	X	X	X	X	X	X	CUP <sup>14</sup>		X	X
Farm Supplies, Bulk or Wholesale	X	X	X	X	CUP	CUP	CUP <sup>14</sup>	<sup>14</sup>		X	X
<b>AIRPORT RELATED USES</b>											
Aircraft Parts, Sales and Manufacture	X	X	X	X	X	X	CUP <sup>14</sup>	<sup>14</sup>			X

<sup>13</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>14</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Aircraft Repair/Salvage	X	X	X	X	X	X	CUP <sup>14</sup>	CUP <sup>14</sup>			X
Airports and Landing Fields	X	X	X	X	X	X	X	CUP <sup>14</sup>	CUP		CUP
Air Terminals	X	X	X	X	X	X	X	CUP <sup>14</sup>	CUP		CUP
Heli Pad	X	X	X	X	X	CUP	CUP <sup>14</sup>	CUP <sup>14</sup>	CUP		CUP
Heli Port	X	X	X	X	X	X	CUP <sup>14</sup>	CUP <sup>14</sup>	CUP		CUP
<b>RETAIL USES</b>											
Alcohol, Retail Sales	X	X	X						X	X	X
Antique/Gift, Retail	X	X	CUP							X	X
Art Galleries	X	X	CUP							X	CUP
Art Supply, Retail	X	X	CUP							X	X
Automobile Sales	X	X	X	X	CUP					X	X
Bakery Shops	X <sup>15</sup>	X <sup>15</sup>	CUP							X	X
Bicycles Sales/Repair	X <sup>15</sup>	X <sup>15</sup>	CUP							X	X
Book/Stationery Stores	X	X	CUP							X	X

<sup>15</sup> - Allowed upon issuance of a home business permit.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Clothing Sales, Retail	X	X	X							X	X
Department/Variety Stores	X	X	X							X	X
Fabric Stores	X <sup>15</sup>	X <sup>15</sup>	X							X	X
Farm Supplies, Retail	X	X	X							X	X
Florist, Retail	X <sup>15</sup>	X <sup>15</sup>	X <sup>15</sup>							X	X
Furniture, Cabinet Shops	X <sup>15</sup>	X <sup>15</sup>	X <sup>15</sup>	CUP						X	X
Furniture Sales, Retail	X	X	X							X	X
Glass, Pottery Stores	X	X	CUP							X	X
Grocery Store	X	X	X							X	X
Hardware Stores	X	X	X							X	X
Jewelry, Watches, Retail Sales/Repair	X	X	CUP							X	X
Locks and Gunsmiths	X <sup>16</sup>	X <sup>16</sup>	X <sup>16</sup>							CUP	X

<sup>16</sup> - Allowed upon issuance of a home business permit.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Lumber Yards, Building Materials, Storage and Sales	X	X	X	X			17	17		X	X
Microbrewery <sup>18</sup>	X	X	X					X	X	X	X
Mobile/Manufactured Home Sales	X	X	X	X		CUP	CUP			X	X
Motorcycle Sales/Repair	X	X	X	CUP						X	X
Nursery, Retail	X	X	X	CUP						X	X
Nursery, Landscape Materials	X	X	X	CUP	CUP					X	X
Office Equipment, Sales and Service	X <sup>16</sup>	X <sup>16</sup>	X <sup>16</sup>							X	X
Optical, Musical Instrument Sales	X	X	X							X	X
Outdoor Mobile Vendors <sup>19</sup>	X	X	X	CUP	CUP	CUP				X	X
Paint, Glass, Wallpaper Sales	X	X	X							X	X

<sup>17</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>18</sup> - Subject to licensing and requirements of the WSLCB.

<sup>19</sup> - Requires CUP where listed unless use is accessory to an existing permitted use. All outdoor mobile vendors are subject to the requirements of Section [18.16.126](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Pawn Shops	X	X	X							X	X
Pet Shops	X	X	X							X	X
Plumbing Shop	X	X	X	CUP	CUP					X	X
Restaurants, Cafes	X	X	CUP <sup>20</sup>							CUP	CUP
Sheet Metal Shops	X	X	X	X	X	CUP	CUP <sup>21</sup>	<sup>21</sup>		CUP	X
Sporting Goods Sales	X	X	X							X	X
Tailors, Dressmakers, Milliners <sup>22</sup>	X	X	CUP							X	X
Toy, Hobby, Variety Shops	X	X	X							CUP	X
Upholstery, Decorator Shops, Retail <sup>22</sup>	X	X	CUP							X	X
Used Car Lots	X	X	X	X	CUP					CUP	X
Drinking Establishment, Alcohol	X	X	X			CUP	CUP			CUP	X

<sup>20</sup> - except when part of a mixed used, residential commercial development

<sup>21</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>22</sup> - Allowed upon issuance of a home business permit.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Drive-In Windows, Accessory	X	X	X							X	X
Drugstores Pharmacy	X	X	X							X	X
Food Processing, On-Site Sales	X	X	X	CUP	CUP	CUP	CUP <sup>21</sup>	<sup>21</sup>		X	X
Gases in approved metal cylinders, storage/sales	X	X	X	CUP	CUP	CUP	CUP <sup>23</sup>	<sup>23</sup>		CUP	X
Laundries, Laundromats	X	CUP	CUP							CUP	X
Music Stores	X	X	CUP							X	X
Nanobrewery <sup>24</sup>	X	X	X							X	X
Picobrewery <sup>24</sup>	X <sup>25</sup>	X <sup>25</sup>	X <sup>25</sup>							X	X
Rental—Small Tools, Garden Equipment, Sporting Goods	X	X	X							CUP	X
SERVICES											

<sup>23</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>24</sup> - Subject to licensing and requirements of the WSLCB.

<sup>25</sup> - Allowed upon issuance of a home business permit.



Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Animal Hospital/Clinic	X	X	CUP	CUP	CUP	CUP	CUP			X	X
Animal Shelter	X	X	X	X	X	CUP	CUP			X	CUP
Automobile/Car Wash	X	X	X	X						CUP	X
Automobile Parking, Commercial	X	X								CUP	CUP
Auto Repair, Major	X	X	X	X	CUP	CUP				X	X
Auto Repair, Minor	X	X	X	CUP	CUP					X	X
Barber/Beauty Salon	X <sup>26</sup>	X <sup>26</sup>	X <sup>26</sup>							X	X
Blacksmith or Horseshoeing	X	X	X	X	X	X	CUP <sup>27</sup>	<sup>27</sup>		X	X
Blueprinting, Photostating Services	X	X	X							CUP	X
Boat Sales/Repair	X	X	X	X	CUP					X	X
Bus Terminals, Passenger	X	X	CUP	CUP	CUP					CUP	CUP
Catering Business	X <sup>28</sup>	X <sup>28</sup>	CUP							X	X

<sup>26</sup> - Allowed upon issuance of a home business permit.

<sup>27</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>28</sup> - Allowed upon issuance of a home business permit.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Clinics, Medical and Dental	X	X	CUP							X	SPD
Crematories	X	X	X	X	X	CUP	CUP	CUP		X	CUP
Employment Agencies	X	X	X							X	CUP
Finance and Loan Companies	X	X								X	X
Frozen Food Lockers	X	X	CUP	CUP						X	X
Gas Stations	X	X	X	CUP						CUP	X
Insurance Agencies	X <sup>28</sup>	X <sup>28</sup>	CUP							X	X
Kennels	X	X	X	X	X	CUP	CUP <sup>27</sup>	<sup>27</sup>		X	X
Laboratories, Research & Testing	X	X	X	X	X	X	<sup>27</sup>	<sup>27</sup>		CUP	X
Machine Shops	X	X	X	X	CUP		CUP <sup>27</sup>	<sup>27</sup>		CUP	X
Office Buildings	X	X	CUP					CUP	CUP	CUP	
Photographic Studios	X <sup>28</sup>	X <sup>28</sup>	X <sup>28</sup>							X	X
Real Estate Offices	X	X	CUP							X	X
Recycling Drop-off Stations (Enclosed)	X	X	CUP	CUP	CUP					CUP	CUP
Rental—Autos and Trucks	X	X	X	CUP	CUP					CUP	X

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Rental—Heavy Equipment	X	X	X	X	X	CUP	CUP			CUP	X
Repair/Service, Office and Household Items	X <sup>29</sup>	X <sup>29</sup>	X <sup>29</sup>							CUP	X
Repairs—Upholstery, Furniture	X <sup>29</sup>	X <sup>29</sup>	X <sup>29</sup>	CUP						CUP	X
Repairs—Small Engine, Garden Equipment	X	X	X	CUP						CUP	X
Shoe Repair/Shine	X <sup>29</sup>	X <sup>29</sup>	CUP							CUP	X
Taxi Terminals/Dispatch	X	X	X	CUP	CUP		30	30			X
Taxidermist <sup>30</sup>	X <sup>29</sup>	X <sup>29</sup>	CUP	CUP	CUP					X	X
Woodworking Shops, Millwork	X	X	X	CUP	CUP		CUP <sup>30</sup>	30		X	X
<b>MANUFACTURING/INDUSTRIAL USES</b>											
Asphalt Plant	X	X	X	X	X	X	X	CUP <sup>30</sup>		X	X

<sup>29</sup> - Allowed upon issuance of a home business permit.

<sup>30</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Assembly of Machines/ Appliances, Prefab Parts	X	X	X	X	X	X	CUP <sup>32</sup>	<sup>32</sup>		CUP	X
Automobile Wrecking	X	X	X	X	X	X	X	CUP <sup>32</sup>		X	X
Beverage Industries	X	X	X	<sup>31</sup>	<sup>31</sup>	<sup>31</sup>				X	X
Boat Building	X	X	X	X	X	X	CUP <sup>32</sup>	CUP <sup>32</sup>		X	X
Bus Repair/Storage Terminals	X	X	X	X	X	X	CUP <sup>32</sup>	<sup>32</sup>			CUP
Cement/Concrete Plants	X	X	X	X	X	X	X	CUP <sup>32</sup>		X	X
Clothing Manufacture	X	X	X	X	X	X	<sup>32</sup>			X	X
Cold Storage Plants	X	X	X	X	X	X	CUP <sup>32</sup>	<sup>32</sup>		CUP	X
Contractors Plants, Storage Yards	X	X	X	X	X	X	X	<sup>32</sup>		CUP	X
Contract Truck Hauling	X	X	X	X	X	X	X	<sup>32</sup>		CUP	X
Dry Cleaning, Commercial	X	X	X							X	X

<sup>31</sup> - Beverage industries with capacities exceeding “microbreweries” shall be required to obtain a conditional use permit.

<sup>32</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Electric Components, Manufacture	X	X	X	X	X	X	CUP <sup>32</sup>	CUP <sup>32</sup>		CUP	X
Electric Light/Power Distribution Station	X	X	X	X	X	X	CUP <sup>32</sup>	<sup>32</sup>		X	CUP
Engineer, Medical and Scientific Instruments, Manufacture	X	X	X	X	X	X	CUP <sup>33</sup>	CUP <sup>33</sup>		CUP	X
Fabricated Structural Metal Products	X	X	X	X	X	X	CUP <sup>33</sup>	<sup>33</sup>		CUP	X
Fuel, Oil, etc., Distributors, Bulk	X	X	X	X	X	X	X	CUP <sup>33</sup>		X	X
Gravel Pits	X	X	X	X	X	X	X	CUP <sup>33</sup>	CUP	CUP	CUP
Hazardous Materials, Manufacture, Processing, Storage	X	X	X	X	X	X	X	CUP <sup>33</sup>	CUP	X	CUP

<sup>33</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Hazardous Waste, Treatment and/or Storage <sup>34</sup>	X	X	X	X	X	X	CUP <sup>33</sup>	CUP <sup>33</sup>	CUP	X	CUP
Insulation Material Manufacture	X	X	X	X	X	X	CUP <sup>33</sup>	CUP <sup>33</sup>		X	X
Junk Yards/Auto Wrecking	X	X	X	X	X	X	X	CUP <sup>33</sup>		X	X
Land Fills—Reclamation Using Earth & Fill (Doesn't Include Sanitary Landfills)	CUP	CUP	CUP	CUP	CUP	CUP	CUP <sup>33</sup>	CUP <sup>33</sup>	CUP	CUP	CUP
Leather Goods, Manufacture	X	X	X	CUP	CUP	CUP	CUP <sup>33</sup>	<sup>33</sup>		X	X
Machine Tool, Manufacture	X	X	X	X	X	X	<sup>35</sup>			CUP	X
Manufacturing of Chemicals	X	X	X	X	X	X	CUP <sup>35</sup>	CUP		X	X
Outside Storage of Commercial Vehicles	X	X	X	CUP	CUP	CUP				CUP	X

<sup>34</sup> - Allowed only as accessory use to permitted or conditional use.

<sup>35</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).



Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
(Section 18.11.030(d))											
Outside Storage of Inoperable Vehicles and Appliances (Section 18.11.030(c))	X	X	X	X	X	X	X	X	X	X	X
Pharmaceutical, Manufacture	X	X	X	X	X	X	CUP <sup>35</sup>	CUP <sup>35</sup>		X	X
Planing/Saw Mills	X	X	X	X	X	X	X	CUP <sup>35</sup>		X	X
Printing/Publishing	X	X	X							CUP	X
Recycling Centers	X	X	X	CUP	CUP		CUP <sup>35</sup>	<sup>35</sup>		CUP	CUP
Repair/Service—Industrial Equipment	X	X	X	X	X	CUP	CUP <sup>35</sup>	<sup>35</sup>		CUP	X
Sign Manufacture, Painting, Service	X	X	X	CUP	CUP		CUP <sup>35</sup>	<sup>35</sup>		CUP	X
Stone Cutting, Monument Manufacture	X	X	X	X	X	CUP	CUP <sup>35</sup>	<sup>35</sup>		X	X

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Storage, Commercial (Mini Storage)	X	X	X	CUP	X	CUP				X	X
Storage Facility, Bulk	X	X	X	X	X	X	CUP <sup>36</sup>	CUP <sup>37</sup>		CUP <sub>37</sub>	X
Textile Manufacture	X	X	X	X	X	X	CUP <sup>37</sup>	CUP <sup>37</sup>		CUP	X
Tire Recapping & Retreading	X	X	X	X	CUP		CUP <sup>37</sup>	<sup>37</sup>		X	X
Truck Terminals, Repair, Storage	X	X	X	X	X	CUP	CUP <sup>37</sup>	<sup>37</sup>		CUP	CUP
Waste (Nonhazardous) Materials Processing, Handling	X	X	X	X	X	X	X	<sup>37</sup>		X	X
Wholesale Trade	X	X	X	X	X	CUP	CUP <sup>37</sup>	<sup>37</sup>		CUP	X
<b>CULTURAL/RECREATIONAL/EDUCATIONAL</b>											
Amusement Park/Zoo	X	X	X	X	X	X	X	X	X	X	CUP
Campgrounds	X	X	X	X	X	BSP	BSP	BSP	BSP	BSP	BSP

<sup>36</sup> - Allowed and conditional industrial uses must be compatible with the purpose statement found in Section [18.33.010](#).

<sup>37</sup> - Refer to Section [18.11.030](#), Prohibited uses.

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
<u>Camping</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Churches, Temples, Synagogues	CUP	CUP	CUP				CUP	X	X	X	X
Coliseums, Stadiums											
Community Center, Meeting Hall, Fraternal Organization	X	X	CUP		CUP					X	CUP
Greenways and Multi-Use Trails										CUP	
Gyms, Exercise Facilities, Spas, skating rink, Commercial	X	X	CUP							X	CUP
Miniature Golf/Driving Range	X	X	X	X	CUP	CUP	CUP			X	CUP
Parks, Nonprofit Recreational Uses				CUP	CUP					CUP	
Public and Private Schools	CUP	CUP	CUP	CUP	CUP					X	

Type of Use	RS	RD	RM	CB	PS	HB	CI	LI	HI	AI	PU
	Residential Single Unit	Residential Duplex	Residential Multi-Unit	Central Business District	Planned Shopping District	Highway Business	Commercial Industrial	Light Industrial	Heavy Industrial	Airport Industrial	Public Use
Swimming Pools, Outdoor Private				CUP <sup>38</sup>	CUP <sup>39</sup>	CUP <sup>39</sup>	CUP <sup>39</sup>	CUP <sup>39</sup>	CUP <sup>39</sup>	X <sup>39</sup>	X <sup>39</sup>
Theaters and Similar Indoor Structures	X	X	X							X	X
Trailer Parks— Commercial (RV)	X	X	X	X	BSP	BSP	BSP	BSP	BSP	BSP	BSP
Colleges and Trade Schools, Nonresident	X	X	CUP	CUP	CUP				CUP	X	
Game/Card Rooms, Video Games	X	X	X		CUP	CUP	CUP	X	X	X	X
Hotels, Motels, Inns	X	X	SPD							X	X
Libraries, Museums	X	X								X	
Preschool, Private	X	CUP	CUP		CUP	CUP	CUP		X	X	CUP
Rodeo/Fairgrounds	X	X	X	X	X	CUP	CUP			X	
Swimming Pools, Public	X	CUP	CUP	CUP	CUP			CUP	X	X	

<sup>38</sup> - Only allowed in association with existing residences.



- (2) The maximum building footprint of an accessory structure shall be subject to building coverage standards in Table 1.0 in Section [18.16.020](#).
- (3) The maximum height of accessory structures shall be limited by the maximum building height for the zoning district in which it is located.
- (4) With the exception of approved accessory dwelling units, accessory structures shall not be designed, constructed, or used as habitable structures for living, sleeping, eating, or cooking unless the structure is associated with a business that requires such facilities under which a CUP will be required.
- (5) Each accessory structure shall be compatible with the character of the zone in which it is located and the allowed uses therein. Accessory structures in excess of 12 feet in height or 300 square feet in area shall feature exterior siding similar in appearance to and compatible with the building materials of the primary structure.
- (6) No accessory structure shall create a nuisance or hazard, including noise, dust, or threat to air or water quality or to the well-being of the city and the area in which the accessory use or structure is located. (Ord. 1896 § 3, 2020).

#### **18.16.124 Accessory dwelling units.**

(a) Intent. The provision of accessory dwelling units (ADUs) promotes an efficient use of housing and allows more flexible living environments for all residents. The following regulations are designed to meet a need for an alternative form of housing without compromising the existing character or appearance of single-family residential neighborhoods.

(b) Eligibility. Accessory dwelling units appurtenant to duplexes are prohibited. ADUs may be located in a separate, detached, accessory structure or incorporated within the principal dwelling. For the purposes of this subsection, the term “incorporated or attached” shall mean completely within an existing principal residence, provided both dwelling units are attached by a common wall, floor, or ceiling and not simply by an attached breezeway or porch. An ADU may be allowed only on conforming lots in the RS, RD, RM, CB, or HB zoning districts; an ADU is subject to approval and conditions by the administrator; and an ADU must follow the minimum lot sizes and conditions hereafter listed:

- (1) RS, 8,600 square feet. ~~ADU must be located in a separate structure from the principal structure.~~
- (2) RD, 8,600 square feet. ADU may be incorporated or separate from principal structure.
- (3) RM, 5,600 square feet. ADU may be incorporated or separate from principal structure.
- (4) CB or HB, 7,500 square feet for separate structures. Incorporated ADUs in CB and HB shall be limited to the second story or above and shall be considered single or multifamily dwellings and are therefore permitted as listed in the district use chart.

(c) Application. The following shall be required for every accessory dwelling unit:

- (1) A minimum housing inspection report from the city building official certifying that the accessory dwelling unit complies with the minimum housing code, as defined in the edition of the building code in effect in the city at the time of application, including all provisions regarding setbacks between structures. If the ADU is incorporated within the principal dwelling on the lot, the housing inspection report must certify that the entire principal structure meets minimum housing code standards.
- (2) An ADU shall be required to meet the city’s requirement for water and sewer concurrency to address increased demand on the city’s water and sewer systems stemming from increased density in residential zoning districts.

(d) Development Standards. The following development standards shall be met to qualify for the occupation of an accessory dwelling unit:

- (1) The accessory dwelling unit must comply with all applicable provisions of the Omak Municipal Code in effect at the time the accessory dwelling unit is approved, including setback and lot coverage requirements for the zoning district in which the accessory dwelling unit is located.

(2) Only the principal structure on each lot shall be considered in determining compliance with lot size and density requirements.

~~(3) Maximum occupancy of the unit shall not exceed one and one-quarter persons per habitable room, as defined in the edition of the International Building Code in effect in the city at the time of application.~~

(4) The maximum livable area of an accessory dwelling unit shall be no greater than the livable area of the principal dwelling, ~~and shall not, under any circumstances, exceed eight hundred square feet.~~

(5) The owner of the lot shall provide one off-street parking space for the exclusive use of the occupants of the accessory dwelling unit, in addition to the off-street parking required for the principal dwelling. A garage or carport may provide off-street parking where, in fact, the garage or carport is usable for parking cars. All off-street parking areas shall be surfaced to provide long-term dust control.

(6) Only one ADU per single-family lot shall be permitted.

(7) Addition of an ADU shall not result in any modifications to the principal structure or the residential lot that would compromise the single-family residential character of the principal structure or be detrimental to the character of the neighborhood.

(8) An ADU shall be required to obtain water and sewer connections separate from the principal structure on the property.

(e) Accessory dwelling units in RS, RD, and RM zoning districts must be sited so that they will conform with all applicable regulations, including setbacks. Subsequent subdivision of lots in said zones with accessory structures must meet minimum lot sizes. (Ord. 1667 § 12, 2010).

#### **18.16.126 Outdoor mobile vendors.**

All outdoor mobile vendors, where allowed by Section [18.11.050](#), District use chart, shall meet the following standards to protect the aesthetics of surrounding properties:

(1) Exemptions. The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from coverage of this section. This exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

(A) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants ~~grown on the property where the stand is located;~~

(B) Outdoor mobile vendors under the umbrella of an event sponsor set up only during community-sponsored events;

(C) ~~Temporary business registration~~ Vendors that operate for thirty days ~~less~~ 5 days or less on private property or ~~no more than 3 times in a calendar year;~~ provided, that consecutive/concurrent temporary licenses are not applied for.

(2) Application. Applicants for an outdoor mobile vendor permit shall provide the administrator with a written application describing the proposed business in detail and specifically including as a minimum the following:

(A) The proposed manner of operation of the business;

(B) The goods, wares, services, merchandise or articles to be offered for sale;

(C) The proposed dates, hours and duration of operation;

(D) The proposed location of operation;

(E) Available parking;

(F) The proposed fire safety features and proposed lighting;

(G) Proposed structures;

(H) Site plan;



# Omak Municipal Court

STATE OF WASHINGTON

2 N. ASH ST.  
P.O. BOX 72  
OMAK, WASHINGTON 98841

(509) 826-2971

July 24, 2025

Omak City Council,

The Municipal Court has 29 accounts that have met retention in collections or have a death record from the county public health department.

The total write-off amount is \$17,684.19.

Judge Ebenger has reviewed and approved this amount.

Regards,

Danyle Gaines  
Court Clerk/Administrator

PO Box 72, Omak WA 98841

509-826-2971

[Omakcourt@omakcity.com](mailto:Omakcourt@omakcity.com) - Email

**RESOLUTION NO. 46-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK  
TO WRITE-OFF CERTAIN AGED AND UNCOLLECTIBLE  
ACCOUNTS RECEIVABLE ACCOUNTS RELATED TO  
OMAK MUNICIPAL COURT**

**WHEREAS**, the City of Omak Municipal Court has several listings of uncollectable accounts receivable; and

**WHEREAS**, in a review of the accounts in collection, the Court Administrator has developed a list of uncollectable accounts; and

**WHEREAS**, the Court Administrator has determined a list of uncollectible accounts receivables in the Court system include traffic, parking, non-traffic, criminal traffic, and criminal non-traffic infractions; and

**WHEREAS**, for various reasons such as the age of the accounts, defendants who are deceased or have bankruptcy status designations, the collection agency's inability to locate defendants through various avenues of unsuccessful efforts, it is determined by Municipal Court Judge, David Ebenger that these accounts will not be collected.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Omak, that the list of uncollectible accounts, attached as Exhibit "A", shall be removed from the Omak Municipal Court records of outstanding accounts receivables, as well as that of Armada Corporation, in the amount of \$17,684.19.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**


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

Case Type Cod	IN	IT	PR	Sum:
Case Count	4	24	1	29
AR Due Amount	\$1,835.00	\$15,349.19	\$500.00	\$17,684.19

#### IN - Infraction Non-Tra

Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
38821	N	N	1	OKM7.20.010	PUBLIC DISTURBANCE NOISES	C	07/24/2008	\$85.00
41468	N	N	1	OKM 8.04.020	BURNING WITHOUT A PERMIT	C	02/02/2015	\$500.00
41567	N	N	1	OKM6.16.070A	DOG AT LARGE 1ST OFFENSE	C	06/15/2015	\$750.00
41567	N	N	2	OKM6.16.020A	FAILURE TO LICENSE 1ST OFFENSE	C	06/15/2015	
41567	N	N	3	OKM6.16.080	DOG BITING 1/ST	C	06/15/2015	
5Z0355494	N	N	1	OKM7.20.010	PUBLIC DISTURBANCE NOISES	C	04/27/2015	\$500.00
Sum:								\$1,835.00

7.23.2005

Approved 4 pages  
  
 Judge

Case Type Cod	IN	IT	PR	Sum:
Case Count	4	24	1	29
AR Due Amount	\$1,835.00	\$15,349.19	\$500.00	\$17,684.19

### IT - Infraction Traffic

Case Number	FTA	WRT	Count	Charge Law Number	Charge Law Title	Dispo	Dispo Date	AR Due Amount
40273	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	06/24/2015	\$818.00
40273	Y	N	2	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	06/24/2015	
40274	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/14/2015	\$726.00
40274	Y	N	2	46.20.017	NO DRIVER'S LICENSE ON PERSON	C	05/14/2015	
40275	Y	N	1	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	03/25/2015	\$818.00
40275	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	03/25/2015	
41251	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	10/19/2012	\$451.03
41500	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	02/19/2015	\$818.00
41500	Y	N	2	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	02/19/2015	
41517	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	07/22/2015	\$597.00
41627	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	03/25/2015	\$602.00
41629	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/13/2015	\$726.00
41629	Y	N	2	46.20.017	NO DRIVER'S LICENSE ON PERSON	C	05/13/2015	
41638	Y	N	1	46.61.100	FLD TO DRIVE ON RIGHT SIDE OF ROAD	C	06/24/2015	\$726.00
41638	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	06/24/2015	
41676	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	03/19/2015	\$602.00
41677	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	06/24/2015	\$602.00
41678	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/13/2015	\$1,052.00
41678	Y	N	2	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	05/13/2015	
4Z0429160	N	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	01/28/2015	\$427.00
5Z0068325	Y	N	1	46.20.015	NO VALID OPER LICENSE WITH VALID ID	C	02/02/2015	\$602.00
5Z0068331	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	02/10/2015	\$602.00
5Z0189915	Y	N	1	46.30.020	OP MOT VEH W/OUT INSURANCE	C	04/23/2015	\$818.00
5Z0189915	Y	N	2	46.16A.030.5.C	FL RENEW EXPIRED REG > 2 MTHS	C	04/23/2015	
5Z0234858	Y	N	1	46.61.200	FAIL STOP AT INTERSECTION/STOP SIGN	C	03/25/2015	\$176.00
5Z0234862	Y	N	1	46.61.200	FAIL STOP AT INTERSECTION/STOP SIGN	C	05/14/2015	\$542.16
5Z0234862	Y	N	2	46.30.020	OP MOT VEH W/OUT INSURANCE	C	05/14/2015	



[illegible]



## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: August 4, 2025

Subject: Resolution 47-2025 Interlocal Agreement Oroville, Levee

---

The attached Resolution No. 47-2025 – Approving an Interlocal Agreement Between the City of Omak and The City of Oroville for Levee Accreditation Project, is forwarded for your consideration.

The Federal Emergency Management Agency is updating the floodplain maps within our region. The City of Omak and The City of Oroville both operate certified levee systems that are in compliance with Army Corp Guidelines but may not meet FEMA requirements. The proposed floodplain maps do not recognize the benefits of levees, and the 100-year flood zone is greatly increased.

Due to funding opportunities and similarities in service need, an Interlocal Agreement has been prepared that will combine the efforts of the two cities to better understand the impacts the mapping updates will have. Communicate the effects the potential mapping changes could have. And identify mitigating projects that will minimize negative effects that the new mapping may impose upon the residents of our respective cities.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 47-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY  
OF OROVILLE FOR LEVEE ACCREDITATION PROJECT**

**WHEREAS**, the Revised Code of Washington, RCW 39.34, authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS**, The City of Omak has been awarded a Legislative Grant to assist with funding to mitigate impacts associated with proposed updates to Federal Emergency Management Agency (FEMA) floodplain mapping in the cities of Omak and Oroville, Washington; and

**WHEREAS**, the City of Omak Washington and the City of Oroville Washington own and operate similar levee systems that were established after the flood of the 1970's. The benefits of these levees are not included in the proposed update to the FEMA mapping; and

**WHEREAS**, the cities have entered into Provisional Agreement with FEMA that will allow the cities time to re-certify their levy systems to comply with FEMA regulations; and

**WHEREAS**, it has been determined that a cooperative agreement between the cities is the most efficient way to fully understand the impacts and identify any mitigating projects as result of the updated floodplain mapping; and

**WHEREAS**, the City of Omak has agreed to be the lead agency for this project; and

**WHEREAS**, an Interlocal Agreement has been prepared that adequately defines the scope and compensation for these services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the City of Oroville, a copy of which is attached hereto as Exhibit "A", for Levee Accreditation Project, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor



**ATTEST:**

---

Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

---

Michael D. Howe, City Attorney

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF OMAK AND THE CITY OF OROVILLE FOR LEVEE ACCREDITATION PROJECT**

THIS AGREEMENT is between the CITY OF OMAK, a political subdivision of the State of Washington, and the CITY OF OROVILLE, a political subdivision of the State of Washington.

### **WITNESSETH:**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Omak and the City of Oroville have a need for contracted consulting services, to preform professional service work associated with levee accreditation and compliance with the Provisional Accredited Levee(PAL) Agreements between the respective cities and the Federal Emergency Management Agency(FEMA) , and

WHEREAS efficiency and cost savings can be realized by combining the individual service needs of the two cities, and

WHEREAS, the City of Omak is eligible for a 2026 Capital Grant in the amount of \$515,000 dedicated to pay for the equitable costs the cities will incur for this project; and

WHEREAS, the City of Omak is willing to take the position of "Lead Agency" and provide all necessary administration to secure and manage the contracted professional services for this project.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to establish interlocal cooperation agreement between the City of Omak and the City of Oroville to accomplish FEMA Levee Accreditation compliance.
2. SCOPE: This agreement shall allow the following activities:
  - A. The City of Omak will enter into all necessary agreements for the compliance and completion of the Levee Accreditation project. Project will include the review of all pertinent levee documentation, consultation with controlling agencies, identification of levee deficiencies, community outreach, and recommendation of necessary improvement. Service may include general consulting, geotech, and hydrology services.
  - B. Each City will be responsible for assisting the project manager and ensuring the work within their jurisdiction is completed satisfactorily. Each city will appoint a primary point of contact for the project. All contracting questions shall be routed through the City of Omak appointed project manager.
  - C. To the extent possible, specific work within each jurisdiction will be delineated to ensure equitable use of the grant funding.
3. COST: This project is funded by a Washington State Legislative Grant, administered by the Department of Commerce, through a single grants awarded to the City of Omak. The City of Omak will

pay for all contracted services. All costs that exceed grant funding will be agreed upon by both parties and paid by the benefiting jurisdiction

4. PAYMENT: Payment for these services will be billed to the City of Oroville, upon completion of the project, and payment must be received within thirty (30) days of receipt.

5. DURATION OF AGREEMENT – TERMINATION: This agreement shall remain in force until the project described above has ended, or until cancelled by either party in writing.

6. COMPLIANCE WITH LEGAL REQUIREMENT: Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

7. FILING: Executed copies of this agreement shall be filed, or alternatively, listed by subject on a public agency's website, as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

8. NON-DELEGATION/NON-ASSIGNMENT: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

9. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

10. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

11. VENUE: The Parties agree that in the event that litigation should arise from this agreement, the venue shall lie in Okanogan County, and the prevailing party shall be entitled to recovery of the costs of litigation, including reasonable attorney's fees.

APPROVED, CITY OF OROVILLE

APPROVED, CITY OF OMAK:

Ed Naillon  
Print Name

Cindy Gagné  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mayor  
Title

Mayor  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: August 4, 2025

Subject: Resolution 48-2025 Professional Service Agreement JUB - Levee

---

The attached Resolution No. 48-2025 – approving a Professional Service Agreement with J-U-B Engineers, Inc. for Recertification of the Omak and Oroville Levee's, is forwarded for your consideration.

The Federal Emergency Management Agency is updating the floodplain maps within our region. The City of Omak and The City of Oroville both operate certified levee systems that are in compliance with Army Corp Guidelines, but may not meet FEMA requirements. The proposed floodplain maps do not recognize the benefits of levees, and the 100-year flood zone is greatly increased.

Professional Services are needed to help determine if our Levee Systems meet FEMA requirements and can be included in the floodplain updates. Proposed changes to the mapping will have huge impacts on our communities and we need to be able to understand and communicate what those impacts will be.

J-U-B has a division that has the expertise needed to help us with this project. This agreement provides for work to be completed in the cities of Omak and Oroville as described in resolution 47-2025.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 48-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
PROFESSIONAL SERVICE AGREEMENT WITH J-U-B ENGINEERS, INC.  
FOR RE-CERTIFICATION OF THE OMAK AND OROVILLE LEVEES**

**WHEREAS**, Professional services are needed to help mitigate the effects of updates to the Federal Emergency Management Agency flood plain mapping; and

**WHEREAS**, requests for qualifications were advertised in the Okanogan County Chronicle on April 2, 2025, and April 9, 2025. No Responses were received; and

**WHEREAS**, J-U-B Engineers, Inc. was identified to have the knowledge and expertise to provide the professional services needed.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that Professional Service Agreement with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized to execute that document on behalf of the City.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# J-U-B ENGINEERS, Inc.

## AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 70-25-015  
J-U-B Project Manager: L. Merritt

This Agreement entered into and effective this 4th day of August 2025, between City of Omak, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: complete the levee re-certification process for the Omak and Oroville Levees as required by FEMA hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1. Name	<u>Todd McDaniel</u>	Work telephone	<u>509-826-1170</u>
Address	<u>P.O. Box 72, 2 N Ash St.</u>	Home/cell phone	<u>509-322-5856</u>
	<u>Omak, WA 98841</u>	FAX telephone	
		E-mail address	<u>admin@omakcity.com</u>

#### For J-U-B:

1. Name	<u>Layne L. Merritt, P.E.</u>	Work telephone	<u>509-458-3727</u>
Address	<u>999 W. Riverside Ave, Suite 700</u>	Cell phone	<u>509-290-8785</u>
	<u>Spokane, WA 99201</u>	FAX telephone	
		E-mail address	<u>lmerritt@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

## SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

## BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: **Omak/Oroville Levees**

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
**City of Omak**

NAME  
**Cindy Gagné**

STREET  
**P.O. Box 72, Omak, WA 98841**

CITY / STATE / ZIP CODE

BY (Signature)  
**Cindy Gagné, Mayor**

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**Layne L. Merritt, P.E.**

STREET  
**999 W. Riverside Ave, Spokane, WA 99201**

CITY / STATE / ZIP CODE

BY (Signature)

**Layne L. Merritt, P.E., Assistant Area Manager**

NAME / TITLE

*Applicable  
Attachments or  
Exhibits to this  
Agreement are  
indicated as  
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

# **J-U-B ENGINEERS, Inc.**

## **TERMS AND CONDITIONS**

### **GENERAL**

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

### **REUSE OF DOCUMENTS**

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### **CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

### **OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### **TIMES OF PAYMENTS**

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

### **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by



the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

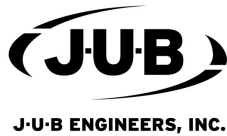
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Omak/Oroville Levee Recertification Project

**CLIENT:** City of Omak

**J-U-B PROJECT NUMBER:** 70-25-015

**CLIENT PROJECT NUMBER:** N/A

**ATTACHMENT TO:**

☒ **AGREEMENT DATED: 8/4/2025; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: N/A**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of OMAK has received a letter from FEMA granting Provisionally Accredited Levee (PAL) status for the primary levee in Omak. This status gives the community until fall 2026 to address FEMA-identified deficiencies if the levees are to be recertified. The City of Oroville has also received similar notification for their levee, outlining the requirements for data and documentation for the accreditation of their levee, also by the fall of 2026.

Currently the Jasmine Levee in the City of Omak is not included in the PAL status agreement. The City of Omak would like to try to get this levee included in the PAL status to reduce the work required to recertify the Jasmine Levee.

The levees must be in compliance with Code of Federal Regulations, Title 44, Chapter 1, Section 65.10 (44CFR65.10) to be recertified.

**J-U-B recommends the following phases for the recertification process:**

**Phase 1 - Outreach & Preliminary Engineering**

In this initial phase, the Team will communicate with FEMA to attempt to include the Jasmine levee in the PALS process. Additionally, the Team will perform, for both the Omak and Oroville levees, project discovery, initial site visits, data gathering, and preliminary engineering to further inform the next phases of the project. The hydraulic model will be obtained and run. A brief report with the required conceptual level improvements and a preliminary opinion of probable cost will be included to help inform the decision makers.

**Phase 2 - Improvement Design**

During this phase, detailed engineering investigations and designs are developed to address the deficiencies identified in Phase 1. This includes site geotechnical investigations, additional survey as needed, and creating detailed plans and specifications for the improvements to the levee systems to comply with FEMA accreditation requirements.

### **Phase 3 - Improvement Construction**

This phase involves the actual construction and implementation of the improvements designed in Phase 2.

### **Phase 4 - Recertification**

In the final phase, the focus is on compiling and submitting the necessary documentation to FEMA for their recertification process.

**Recertification requires the levees to meet the following elements:**

#### **Design Criteria:**

- Freeboard:
  - Minimum of 3 feet above the Base Flood Elevation (BFE) along the levee length.
  - Additional 1 foot within 100 feet of structures or where flow is restricted.
  - Additional 0.5 foot at the upstream end of the levee.
- Closures:
  - All openings must have closure devices that are structural parts of the system during operation and designed according to sound engineering practice.
- Embankment Protection:
  - Engineering analyses must demonstrate no appreciable erosion of the levee embankment during the base flood.
- Embankment and Foundation Stability Awareness:
  - Engineering analyses must evaluate levee embankment stability and expected seepage during base flood conditions.
- Settlement Analysis:
  - Engineering analyses must assess potential and magnitude of future losses of freeboard due to levee settlement.
- Interior Drainage:
  - Analysis must identify sources of flooding, extent of flooded area, and water-surface elevations of the base flood.

#### **Operation Plan**

- Flood Warning System:
  - Documentation of the flood warning system under the jurisdiction of Federal, State, or community officials.
  - Demonstration of sufficient flood warning time for the operation of all closure structures.
- Plan of Operation:
  - A formal plan of operation including specific actions and assignments of responsibility by individual name or title.
- Periodic Operation of Closures:
  - Provisions for periodic operation of the closure structure for testing and training purposes.

#### **Interior Drainage Plan**

- Flood Warning System:
  - Documentation of the flood warning system under the jurisdiction of Federal, State, or community officials.
  - Demonstration of sufficient flood warning time for the activation of mechanized portions of the drainage system.

- Plan of Operation:
  - A formal plan of operation including specific actions and assignments of responsibility by individual name or title.
- Manual Backup:
  - Provision for manual backup for the activation of automatic systems.
- Periodic Inspection:
  - Provisions for periodic inspection of interior drainage systems and periodic operation of any mechanized portions for testing and training purposes.

## **Maintenance Plan**

- Maintenance Activities:
  - Levee systems must be maintained in accordance with an officially adopted maintenance plan.
  - The plan must document procedures to ensure the stability, height, and overall integrity of the levee and its associated structures and systems.
  - The plan must specify the maintenance activities to be performed, their frequency, and the person responsible.

## **Certification**

- Certification Requirement:
  - All data submitted must be certified by a Professional Engineer or Federal agency.
  - Certified as-built levee plans must be included in the submittal.

## **PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks under PHASE 1 as outlined above. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

### **A. Task 010: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance/quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B Team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend 2 monthly virtual client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

### **B. Task 020: QC Reviews**

1. Conduct internal reviews at appropriate phases for quality control and assurance.
  - a. Levee projects are high risk; QC review is a required procedure per J-U-B Standards.

### **C. Task 030: Outreach**

1. Outreach and Coordination with FEMA
  - a. Contact FEMA and attempt to include Jasmine Levee in the PALS agreement.

- b. J-U-B will perform the Flood Insurance Study (FIS) request to obtain the model and relevant data from FEMA for the project.
- c. Assumptions:
  - i. J-U-B will coordinate with FEMA, the Client may be required to attend the Meetings or be present on phone calls.
  - ii. J-U-B assumes the City of Omak has been up to date with PAL agreement requirements and correspondence.
- d. Deliverables:
  - i. Email informing the client of findings from the outreach effort.

#### **D. Task 040 Preliminary Engineering**

- a. Data Gathering
  - i. Review of USACE National Database
  - ii. Gather Existing Inspections from USBR
  - iii. Gather Existing Plans, and Survey Data
  - iv. Gather Operation and Maintenance Plans
  - v. Review Data
- b. Team Site Visit
  - i. The Team will conduct a site visit to the Omak and Oroville levees to observe conditions, assess recommendations from past USBR inspections, compare the observed conditions to the documented as-built conditions, and make note of any observed discrepancies.
- c. Hydraulics Modeling & Analysis
  - i. The Team will use the Flood Insurance Study (FIS) request data to model the system.
  - ii. The model will be run with the as-built levee configuration to assess the current protection levels and identify potential required improvements to the system.
    - (a) J-U-B anticipates only minor updates to the model to confirm the level of protection of the existing levee. Updates may include matching the FIS levee model to more accurately represent the existing the condition of the levees.

#### **E. Task 050 Preliminary Geotechnical Investigation**

- a. Review pertinent project information. GeoEngineers will review information provided by the Project Team and subsurface information from readily available sources including our in-house files. It is anticipated that the Team will review survey or lidar data, as-built information, hydraulic information such as design flood elevations, geologic maps, and specific subsurface explorations from public sources.
- b. Participate in a Team site visit. A representative of GeoEngineers will travel to Omak and Oroville to conduct a site walk with the Project Team. During this site reconnaissance the Team will compare the observed conditions to the documented as-built conditions and make note of any observed discrepancies. The Team will also look for signs of instability such as sloughs, depressions, and erosion both on levees and on riverbanks adjacent to the levees. During the site visit we will also scout for potential exploration locations for use during later project phases.
- c. Provide a preliminary or qualitative evaluation of the current levee condition. The purpose of this evaluation is to understand which areas will be key or critical sections for analysis or areas that are likely to require improvements prior to certification. This will be used to plan

later phases of the project. A quantitative evaluation of levee conditions will not be provided in this phase.

- d. Develop a plan, scope, and proposed budget for advancing the project into Phase 2 "Improvement Design".
  - i. The Team anticipates that most of the geotechnical design effort, including subsurface explorations and detailed geotechnical analysis, will occur in Phase 2. We have also assumed that we will be engaged during the construction of any improvements so that assumptions made during design can be confirmed in the field.

#### **F. Task 060 Preliminary Engineering Memorandum**

- a. The Team will prepare a preliminary engineering memorandum. The memo will have the following sections included as a minimum:
  - i. FEMA outreach regarding Jasmine Levee Status
  - ii. Data Gathering
  - iii. Site Visit and Preliminary Observations
  - iv. Hydraulic Modeling
  - v. Preliminary Geotechnical Findings
  - vi. Project Plan - The Team will outline a plan for completing the work
  - vii. Opinion of Probable Project Costs
  - viii. Proposed Project Schedule
- b. Assumptions:
  - i. Site access will be granted by the Client
  - ii. No Drilling or testing will be performed in the initial phase, the analysis will be qualitative for the purposes of understating the current condition of the levee system and the path forward.
- c. Deliverables:
  - i. Preliminary Engineering Memorandum

### **PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  - 1. Aid with FEMA coordination as required.
  - 2. Provide relevant documents and knowledge regarding the existing levees.
  - 3. Provide known contacts with USBR, USACE and other relevant agencies.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, are anticipated to include:
  - **Phase 2 - Improvement Design**  
During this phase, detailed engineering investigations and designs are developed to address the deficiencies identified in Phase 1. This includes site geotechnical investigations, additional survey

as needed, and creating detailed plans and specifications for the improvements to the levee systems to comply with FEMA requirements.

- **Phase 3 - Improvement Construction**

This phase involves the actual construction and implementation of the improvements designed in Phase 2. The goal is to bring the levee systems into compliance with FEMA's accreditation requirements.

- **Phase 4 - Recertification**

In the final phase, the focus is on compiling and submitting the necessary documentation to FEMA to demonstrate that the levee systems meet the accreditation criteria.

## **PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
  - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  - b. Client shall pay J-U-B for J-U-B's consultant charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

<b>Task Number</b>	<b>Task Name</b>	<b>Fee Type</b>	<b>Amount</b>	<b>Anticipated Schedule</b>
010	Project Management	Lump Sum	\$3,500	Concurrent with work progress
020	QC Reviews	Lump Sum	\$1,400	Concurrent with work progress
030	Outreach	Time and Materials (Estimated Amount Shown)	\$1,800	Draft for CLIENT review 1 months after executed contract, notice to proceed, and receipt of all required data

040	Preliminary Engineering	Lump Sum	\$18,000	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
050	Preliminary Geotechnical Investigation	Lump Sum	\$5,500	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
060	Preliminary Engineering Memorandum	Lump Sum	\$5,400	Draft for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
<b>Total:</b>			<b>\$35,600</b>	

## PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, report narratives (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

### Exhibit(s):

- N/A

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

DISCIPLINE: Choose an item.

PROJECT DESCRIPTION(S):

1. River/Canal/Waterway/Flood Control (R11)
2. Other Engineering (204)



## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: August 4, 2025

Subject: Resolution 49-2025 Accepting Legislative Grant for Levee

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The attached Resolution No. 49-2025, Accepting a Legislative Grant Through the Department of Commerce for FEMA Impact Pre-Design Project, is forwarded for your consideration.

During the State budgeting process we put in an ask for funding for the Levee issues that are a result of FEMA's floodplain mapping update. This ask was championed by our Legislative Representatives Andrew Engell, Representative Hunter Abell, and Senator Shelly Short.

This grant is intended to help fund levee work in Omak and Oroville. There is still a bit of documentation that we will need to wade through, to secure the grant. We have a November 2026 FEMA deadline to meet, and I want to make sure everyone is on board.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 49-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING A LEGISLATIVE  
GRANT THROUGH THE DEPARTMENT OF COMMERCE FOR FEMA FLOODPLAIN  
IMPACT PRE-DESIGN PROJECT**

**WHEREAS**, the City has been offered a Legislative Grant, in the amount of \$515,000, administered through the Department of Commerce for project costs associated with the updates of the Federal Emergency Management Agency floodplain maps.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, that the offer from Department of Commerce for the Floodplain Impact Pre-Design Project is accepted, the notice of award attached hereto as Exhibit "A" is hereby accept. The Mayor is authorized to execute all necessary actions to secure grant funding.

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

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 21, 2025

Todd McDaniel  
City of Omak  
P.O. Box 72  
Omak, WA 98855

Dear Todd:

Congratulations! Governor Ferguson recently signed the 2025-27 State Capital Budget, which includes an appropriation of \$515,000 for the FEMA Omak Floodplain Impact Pre-design Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$499,550.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans;
- for nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date, the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000;
- prevailing wages must be paid for all construction labor costs incurred as of May 20, 2025;
- review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02);
- comply with the state's green buildings standards (RCW 39.35D); and
- five percent of your contracted amount will be held back until project completion.

Please fill out the [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Joseph Brown, at [Joseph.Brown@commerce.wa.gov](mailto:Joseph.Brown@commerce.wa.gov).

Sincerely,

Addeline Craig, Managing Director  
Community Capital Facilities