

NEWPORT CITY COUNCIL AGENDA

August 04, 2025 AT 6:00 P.M.

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-6429 twenty-four (24) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL
COUNCILMEMBER KENNETH SMITH
COUNCILMEMBER ELIZABETH SPRING
COUNCILMEMBER JAMI SEARS
MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA &
07/21/2025 COUNCIL MEETING MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Chamber of Commerce Update – Madi Campbell, President

Public Hearing to discuss the six year transportation plan – Abby Gribi, City Administrator

Motion to accept the 2025-2027 Climate Planning Grant from Washington State Department of Commerce in the amount of \$100,000.00 – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-12 with Big Sky Industrial Services to clean and CCTV 4 sewer lift stations and CCTV intersecting sewer lines – Abby Gribi, City Administrator

Motion to approve Ordinance 2139 amending sections 17.01 and 17.03 of the Newport Municipal Code – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 67022-67043 (67021 & 67044 VOID)	\$40,854.76
CLAIMS EFT 2025 August 1 st Mtg: 1-2	\$1,422.54
CLAIMS DIR PAY 2025 August 1 st Mtg: 1-2	\$2,870.65
PAYROLL EFT 2025 July 2 nd PR: 1-9; Dir Deposit Run 07/18/2025	\$89,447.45

ADJOURNMENT:

WORKSHOP:

Discussion of the Draft Pend Oreille County Emergency Medical Services District No. 1 EMS District Bylaws

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
July 21, 2025

A meeting of the Newport City Council was held on July 21, 2025, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor
	Abby Gribi	City Administrator
	Nickole North	Clerk/Treasurer
Kenneth Smith		Councilmember
Elizabeth Spring		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

At 6:00 PM, Mayor Campbell called the meeting to order followed by roll call and the pledge of allegiance.

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the July 07, 2025 Council Meeting; Councilmember Sears seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell is very upset with the kids on the street between 2-4 AM every Saturday. Chief Nelson is exploring a curfew for juveniles within city limits. The proposal is with the City Attorney currently and then it will be coming to Council. Mayor Campbell would like to see the streets cleaned up, nothing good happens after midnight in his opinion. Councilmember Zorica agreed and stated that no example is being set by the courts regarding the juveniles that just did thousands of dollars' worth of damage to citizens' property.

STAFF COMMENTS:

Police Chief Nelson stated that 21 cities have curfews in Washington. The penalty on these ranges from a \$50 to \$500 fine. This year is worse than last year for juveniles out after dark. He strongly supports a curfew. He has been working with City Administrator Gribi on being able to enforce penalties on nuisance property. Chief Nelson stated that he has some motivated officers so they will be doing some emphasis on Driving Under the Influence and other things. He is working on implementing a state program to reimburse the Police Officer when they arrest a DUI. The overall call volume has gone down in the last quarter. His department is at full staff currently. National Night Out will be August 5th. Councilmember Sears asked what the status of enforcing a citywide leash law is. Chief Nelson stated that this would not help with dogs at large, which is still an issue in the City.

South Pend Oreille Fire & Rescue Chief Stocking gave an update. They continue to see increases in call volume throughout the region. Two new positions were created to address coordination and staff relations. Funding and budget remain on track and they expect to stay within budget. Several community engagement events have been scheduled.

Public Works Director North spoke of a repaired water leak that is helping with drying out an area that has consistently been wet. He is currently working with Public Utility District engineers to see if electrical currents are the cause of many water leaks within the City. Sweeping will begin tomorrow on the areas that have been chip sealed. Sweeping will be earlier than he would like, but citizen complaints have hurried the process. Grading will be done on Craig and Halford with more grinding and Pep-C later this week with more chip sealing occurring next week. There have been problems at night with the damage to the sprinklers in the Parks. The park bathrooms are being destroyed and he is hopeful that a curfew would help with these things. Councilmember Zorica asked that a camera system be explored and invested in to also help out with vandalism. Locks have also been put on all frost frees and the sewer dump in the RV Park. Water from the frost frees has been stolen and people were using the RV sewer dump without paying. Councilmember Longly thanked Director North and his staff for the work that they do. Director North appreciated that and stated that he and his crew take pride in their work.

Wastewater Treatment Plant Superintendent Howard stated that Big Sky Industries has been using a camera to inspect the existing sewer lines. The data has been sent to JUB Engineers to come up with fixes of several issues that were found throughout the system. He and his crew have replaced most of the manholes with holes in them. A new pump will be installed in Plegers Lift Station. The sewer plant has been fighting a bad bug all year. It causes bacteria to grow and it is very hard to kill. They have been trying to kill it without killing the good bugs. Because of this, they are behind on maintenance.

Clerk/Treasurer North gave a financial update. Cash and investments at the end of the second quarter were \$5,370,193 which is a \$382,202 increase from last quarter. Sales tax as well as property tax are both down around \$6,000 from last year's second quarter. There were 9 delinquent accounts at the end of the second quarter with six liens files, one current payment plan and two door notices delivered resulting in payment. During the second quarter the Finance Department has been busy with spring read and water consumption reviews, 9 new building permits currently, backflow review and mailing letters out for compliance, RV Park reservations and management, Lead Line survey researched, prepared and mailed out, finalization of the WSDOT sidewalk project grant, set up of the TIB grant worksheets and grant management, preparing and mailing out utility bills, accounts payable and payroll, deposit of cash and investments and review of the updated procurement and bidding manual.

CITY ADMINISTRATOR COMMENTS:

The splash pad parts have been ordered and it should be working soon. There will be a Chamber of Commerce meeting at Owens at 6:00PM. A Request for Qualifications to hire a consultant to do a hydrogeological study has been published. Administrator Gribi went over some decisions that have been made by staff at the RV Park and asked if the Council would like to be more involved in those decisions. The Council was in agreement that they will trust staff to make decisions. New logos were presented to the Council for their review and selection of which one

they would like to use for the updated Comprehensive Plan. The Council agreed on Option 1 with the addition of an island.

NEW BUSINESS:

The Council discussed the draft Pend Oreille County Emergency Medical Services District No. 1 – EMS District Bylaws. There will be two upcoming workshops at the next few Council Meetings to go over the bylaws. Councilmember Sears has several questions. Councilmember Zorica stated that after reading them four times he still is confused as to what they are saying. Councilmember Longly wanted to go on record that if forced upon the City he is not in favor of wasting everyone’s time. SPOFR are the experts, not the County Commissioners. A suggestion was made to send feedback to the County by the end of September.

BILLS & PAYROLL:

Councilmember Sears moved to approve the bills and payroll; Councilmember Longly seconded. Motion carried.

2025 CLAIMS CHECKS 66992-67020	\$51,078.48
2025 CLAIMS EFT 2025 June 2 nd Meeting Run 1-17	\$34,460.00
2025 CLAIMS DIRECT PAY 2025 July 2 nd Meeting Run 1-9	\$8,541.63
PAYROLL EFT 2025 July 1 st PR 1-9; Direct Dep Run 07/02/2025	\$92,553.73

EXECUTIVE SESSION:

An executive session regarding land acquisition per RCW 42.30.110(b) was opened at 6:53PM to last 10 minutes. The Council closed the executive session at 7:02PM. No action was taken.

ADJOURNMENT:

The meeting was adjourned at 7:02 PM.

Attest: _____
Nickole North, MMC, CPFA
Clerk/Treasurer

By: _____
Keith Campbell
Mayor

Washington State
Department of Transportation

Six Year Transportation Improvement Program
2025-2030

Agency City of Newport
 County No. 26
 City No. 0860
 MPO n/a

Hearing Date 8.4.25
 Adoption Date 8.4.25
 Resolution No.

PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY			
		TOTAL LENGTH	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	Y/N DATE	RW REQ MONTH/YR		
					FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS									LOCAL FUNDS	EIS
1	Chip Seal Circle Drive	66	PE R/W CONST TOTAL	9/26					TIB	42,000 42,000	2,000 2,000	42,000 42,000					EIS CE EA NA	N DATE N/A	
2	Full Depth Recycling where needed and chipseal preservation Quail Loop	.52	PE CONST TOTAL	9/26					TIB	40,000 40,000	2,000 2,000	42,000 42,000					EIS CE EA NA	N DATE N/A	
3	W Larch to City Limits Full Depth Recycling where needed and chipseal preservation Laurelhurst Dr	.3	PE R/W CONST TOTAL	9/26					TIB	30,000 30,000	1,500 1,500	31,500 31,500					EIS CE EA NA	N/A DATE N/A	

Washington State
Department of Transportation

Six Year Transportation Improvement Program
2025-2030

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				PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVR TYPE	RAW REQ Y/N DATE MONTH/YR	
						FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	FUNDS										FUNDS
	4	Fog Seal all chip sealed sections from past 3 years	5.2	PE R/W CONST TOTAL	9/26				TIB	28,500	1,500	30,000					EIS CE EA NA	N/A DATE N/A		
	5	W Spruce, Pine, Craig, Halford Full depth recycling where needed and chipseal	.45	PE R/W CONST TOTAL	9/26				TIB	40,000	2,000	42,000					EIS CE EA NA	N DATE N/A		
	6	Quail Ave Full depth recycling where needed and chipseal	.16	PE R/W CONST TOTAL	9/25				TIB	25,000	1,250	26,250					EIS CE EA	N DATE		

Washington State
Department of Transportation

Six Year Transportation Improvement Program
2025 to 2030

Agency City of Newport
County No. 26
City No. 0860
MPO n/a

Hearing Date 8.4.25
Adoption Date 8.4.25
Resolution No.

FUNCTIONAL CLASS	PRIORITY NUMBER	PROJECT IDENTIFICATION	TOTAL LENGTH	PROJECT COSTS IN THOUSANDS OF DOLLARS							EXPENDITURE SCHEDULE (Local Agency)					FEDERALLY FUNDED PROJECTS ONLY		
				PROJECT PHASE	MONTH/ YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVR TYPE	R/W REQ Y/N DATE MONTH/YR	
	7	Washington Ave N Improvements Hwy 20 to Larch Full depth recycling where needed and chipseal preservation	.13	PE R/W CONST TOTAL	9/26		TIB		40,000 2,000 42,000			42,000					EIS CE EA NA	N DATE N/A
	8	Ongoing Maintenance and Small Projects City Funded	TBD	PE R/W CONST TOTAL	9/26		TBD		TBD	TBD	TBD	TBD					EIS CE EA NA	N DATE N/A
	9	1st st Grind and Overlay Hwy 2 to City limits 2 inch grind and overlay, reset manhole and valve covers. Rehab catch basins and drywells add additional drywells where needed	.91	PE R/W CONST TOTAL	5/26 9/27		TIB TIB	42,750 451,250 494,000	2,250 23,750 26,000	45,000 475,000 520,000							EIS CE EA NA	N DATE N/A

Six Year Transportation Improvement Program 2024 to 2030

Washington State
Department of Transportation

Agency City of Newport
 County No. 26
 City No. 0860
 MPO n/a

Hearing Date 8.4.25
 Adoption Date 8.4.25
 Resolution No. _____

FUNCTIONAL CLASS	PRIORITY NUMBER	PROJECT IDENTIFICATION	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
			FUND SOURCE INFORMATION		FUND SOURCE INFORMATION		FUND SOURCE INFORMATION		FUND SOURCE INFORMATION		FUND SOURCE INFORMATION		1st	2nd	3rd	4th thru 6th	ENVIR TYPE	R/W REQ Y/N DATE
			FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR TYPE	R/W REQ Y/N DATE			
		TOTAL LENGTH																
		A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	MONTH/YEAR PHASE STARTS	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR TYPE	R/W REQ Y/N DATE			
	10	Safe Walking Plan to School establish sidewalks for walking plan throughout city	06/27 09/29			TIB TIB	TBD TBD	TBD TBD	TBD TBD					EIS CE EA NA	N DATE N/A			
	11	W 8th St S State Ave to S Warren Build road out to ROW with curb gutter and sidewalk	9/28			TIB	1,500,000 1,500,000	75,000 75,000	1,575,000 1,575,000					EIS CE EA NA	N DATE N/A			
	12	State Hwy 2 Sidewalk Extension Project 7th St to City Line	8/27 8/28			WSDOT/TIB WSDOT/TIB	124,800 625,200	30,000 30,000	124,800 780,000					EIS CE EA N/A	N DATE N/A			



Interagency Agreement with

City of Newport

through

Growth Management Services

Contract Number:

26-XXXXX-XXX

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 26-XXXXX-XX

**Local Government Division
Growth Management Services
2025-2027 Climate Planning Grant**

1. Contractor City of Newport 200 S Washington Ave Newport, WA 99156		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Abby Gribi <Insert title> 509-671-0109 agribi@newport-wa.org		4. COMMERCE Representative Melissa Johnston Senior Planner 360-725-3065 melissa.johnston@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # '0016794	12. UBI # 264000644	13. UEI # N/A
14. Contract Purpose There will be broken out tasks and deliverables for the following sections: Planning and Engagement - Explore Climate Impacts - Audit Plans and Policies - Assess Vulnerability and Risk - Policy Development - Climate Planning COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR <b style="background-color: yellow;">DRAFT ONLY - DO NOT SIGN _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$100,000**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the **Contract Number 26-XXXXX-XXX**. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar

days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices

Commerce will provide notification of the end of contract due date.

Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to

the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

Attachment A: Scope of Work

Section Steps, Tasks and Deliverables	Description	End Date
Section 1	Planning and Engagement	08/2025 – 10/2026
Task 1.1	Form Climate Policy Advisory Team	
Task 1.2	Establish engagement strategy including tribal engagement	
Task 1.3	Develop a vision statement	
Deliverable 1	Memorandum summarizing engagement strategy.	10/31/2025
Section 2	Explore Climate Impacts	08/2025 - 01/2026
Task 2.1	Identify Community Assets	
Task 2.2	Explore Hazards and Changes in Climate	
Task 2.3	Pair Assets and Hazards and Describe Exposure Risks and Consequences	
Task 2.4	Identify Priority Climate Hazards	
Deliverable 2	Memorandum summarizing completion of this step.	12/15/2025
Section 3	Audit Plans & Policies	12/15/2025 – 03/15/2025
Task 3.1	Review Existing Plans for Resilience Gaps, Opportunities and Barriers	
Task 3.2	Preliminary Recommendations and Next Steps	
Deliverable 3	Memorandum summarizing audit and next steps.	03/15/2026
Section 4	Assess Vulnerability & Risk	02/2026- 04/2026
Task 4.1	Assess Sensitivity	
Task 4.2	Assess Adaptive Capacity	

Task 4.3	Characterize Vulnerability	
Task 4.4	Characterize Risk	
Task 4.5	Deciding on a Course of Action	
Deliverable 4	Memorandum summarizing completion of this step.	07/15/2026
Section 5	Policy Development (Pathway 2)	04/2026 – 10/2026
Task 5.1	Develop Goals	
Task 5.2	Develop Policies	
Task 5.3	Identify corresponding draft comprehensive plan goals	
Deliverable 5	Memorandum summarizing completion of this step.	10/15/2026
Section 6	Climate Planning	08/2026- 04/2027
	Review resilience goals and policies	
Deliverable 6	Draft goals and policies	11/15/2026
Deliverable 7	Memorandum describing how and when overburdened communities and/or vulnerable populations, including tribes, were encouraged to participate in the development of the new or amended climate policies and goals (RCW 36.70A.020).	02/15/2027
Final Deliverable 8	Draft climate resilience sub-element goals and policies or adopt an updated Hazard Mitigation Plan by reference.	04/15/2027

Attachment B: Budget

Deliverable	Grant Funds by Deliverable
Deliverable 1: Planning and Engagement	\$30,000
Deliverable 2: Explore Climate Impacts	\$10,400
Deliverable 3: Audit Plans & Policies	\$9,500
Deliverable 4: Assess Vulnerability & Risk	\$8,600
Deliverable 5: Policy Development (Pathway 2)	\$14,500
Deliverable 6: Draft Goals and Policies	\$9,400
Deliverable 7: Vulnerability assessment	\$7,400
Deliverable 8: Draft Climate Element	\$10,200
Grant Total	\$100,000

Grantee Signature Process

Contract signature information needed to route through DocuSign

- Please provide signature authority's name, work title, email address, and action they will be taking
 - If an approver needs to stamp the contract, please note that in the Action column along with the size of the stamp
- DocuSign will send the contract to signers in the order you provide us, with Commerce signing last
- If you would like for the contract (while in DocuSign) to be CC'd to yourself or others please approve their name, email address, and where in the process they need to be CC'd.

Order	Name	Work Title	Email Address	Action / Notes
1	Keith Campbell	Mayor	kcampbell@newport-wa.org	Agreement Signer
2	Abby Gribi	City Administrator	agribi@newport-wa.org	Project Manager
3	Nickole North	Clerk/Treasurer	clerk@newport-wa.org	Finance & Reimbursement
4				

Example:

Order	Name	Work Title	Email Address	Action / Notes
1	Akira Sato	Assistant City Attorney	Akira.sato@city	Signature Approves contract form
2	Kerry Smith	City Manager	Kerry.smith@city	Signature Main contract approver
3	Jesse Sanchez Garcia	City Clerk	Jesse.sanchezgarcia@city	Signature Attest other signatures
4	Jesse Sanchez Garcia	City Clerk	Jesse.sanchezgarcia@city	Stamp City Seal Stamp (2" diameter)
1	Sam Williams	Planner	Sam.williams@city	CC Send to at the same time as City Attorney
2	Jordan Brown	Planning Director	Jordan.brown@city	CC Send to at the same time as City Manager

NP 2025-12

CITY OF NEWPORT

SMALL PUBLIC WORKS CONSTRUCTION CONTRACT

THIS AGREEMENT, is entered into as of the date hereinafter affixed, by and between the City of Newport, Washington, hereinafter called the Owner, and:

Big Sky Industrial Services

hereinafter called the Contractor. Whereas, the Contractor has completed the Small Works Roster Application and the Contractor has been determined to be the lowest responsible bidder for the project described below the parties agree as follows:

That in consideration of the terms and conditions contained herein and attached hereto and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The Contractor understands that the Contractor is required to pay prevailing wages on this project. The Contractor understands and agrees that the Contractor must file the Washington State Form: **Statement of Intent to Pay Prevailing Wages** prior to the Contractor starting work under this contract, unless an emergency exists in the judgment of the Owner, and the Contractor is directed by the Owner to begin work.

The Contractor shall do all work and furnish all tools, materials and equipment for the construction of:

Clean and CCTV 4 sewer lift stations and CCTV intersecting sewer lines as described in the attached service proposal dated June 20, 2025.

in accordance with and as described in the attached proposal and/or plans and specifications for the amount bid of \$18,412 plus disposal fees, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Unless modified by the proposal, work shall start within ten (10) calendar days after the filing of the **Statement of Intent to Pay Prevailing Wages** and shall be completed not later than 60 calendar days. The Contractor understands that no funds can be paid by the Owner until the **Statement of Intent to Pay Prevailing Wages** has been approved.

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the sum of \$0 for each and every working day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of **0 days** after completion of this contract, except as may be modified by the plans, specifications and/or contract documents.

II. The City of Newport, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract. The Contractor understands and agrees that final payment cannot be made until the **Affidavit of Wages Paid** is filed with the state.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Newport, Washington, by reason of entering into this contract, except as expressly provided herein.

SIGNED:

this _____ day of _____, 2025

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

CITY OF NEWPORT, Washington

CONTRACTOR

Printed Name & Date



Big Sky Industrial Services

PO Box 585
 Colbert, WA 99005
 509-624-4949
www.bigsky.pro
 brian@bigsky.pro

Service Proposal

Sent On: 6.20.25 **Project Name:** Sewer Clean & CCTV-Lift Station Clean **Project Address:** Newport, WA

Prepared For: JUB Engineers/City of Newport
 Jake Dial
 jdial@jub.com **Project Date:** TBD

Service / Product Description

Clean and CCTV services for the City of Newport, Scope of Work-Clean 4 Lift Stations and CCTV intersecting lines. Includes Confined space, disposal to billed actual qty at \$310/ton

Item	QTY	Unit Cost	Total
Lift Station Clean Out and corresponding CCTV Work	4	\$4,603.00	\$18,412.00
			\$0.00
Water Fill-on site	1	\$0.00	\$0.00
Disposal-Solids Only North side Landfill Jetter truck \$310/tn	1	\$310/ TON	TBD
			Sub Total Actual
Sales tax WASHINGTON			Actual
			Total Actual

This is a an estimate only, final invoice will be based upon actual time and materials

Proposal valid for 30 days

Prevailing Wage Projects will be at prevailing labor rates **Prevailing YES**

General Inclusions

Rates are based upon port to port from the BSIS yard closest to your project unless specified
 All Personal Protective Equipment is included in rates unless specified
 Overtime is applicable after 8 hours per day on a single scope of work

Regular hours are 0600-1700

Terms are Net 30

Customer Responsibility

Shoring, Trench Safety, unless specified beforehand

Traffic Control

Safe and secure work site

Extreme or harsh conditions, including but not limited to rock, boulders, roots, concrete unless other wise agreed upon beforehand

Applicable permits or notices

Notice of Hazardous materials present

Client Representative

Printed Name

Signature

Date

Big Sky Representative

Printed Name

Signature

Date

SP-02543
SEWER CLEANING AND TELEVISION INSPECTION

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. Requirements for cleaning and television inspection of sewers.

1.2. QUALIFICATIONS

- A. A company that specializes in cleaning and television inspection of sewers that has a minimum of five (5) years' experience.

PART 2 PRODUCTS

2.1 CAMERA AND APPURTENANCES

- A. Television camera and appurtenances specifically designed and constructed for inspections of sewers that meet the following requirements:
1. Camera shall be capable of recording digital images.
 2. Operative in one hundred (100) percent humidity conditions and under water.
 3. Lighting quality that sufficiently lights the sewer so a clear, in-focus picture of a minimum of six (6) linear feet of the inside periphery of the sewer is obtained.
 4. A minimum of six hundred (600) lines of resolution in color.
 5. Variable intensity control on the lights to meet all lighting conditions so a clear, in-focus picture is obtained.
 6. A camera monitor capable of continuous six hundred (600) line per inch resolution in color for instant viewing television inspection in progress, located within a temperature controlled studio that allows adequate seating for two persons.
 7. A pan-and-tilt camera capable of viewing perpendicular to the sewer. The camera shall be capable of 360 degree rotation. Adequate lighting shall be provided under pan-and-tilt conditions so a clear, in-focus picture is obtained.
 8. A video recorder that records the closed-circuit television inspection on a DVD, complete with audio or visual recording capabilities so the Technician can record information as it appears on the monitor. Copies submitted to Owner and Engineer shall be in DVD format.

9. Control equipment that allows the operating technician to have complete control of the camera at all times and that allows a uniform travel speed of a maximum of thirty (30) feet per minute.
10. The entire system shall operate with its own power source.
11. A system that measures and displays on the video the footage with an accuracy of plus or minus six (6) inches in five hundred (500) feet.
12. Cameras shall be capable of navigating main lines with diameters as noted in the Plans and Specifications.

2.2 SOFTWARE

- A. CCTV video inspection shall be completed using Pipeline Observation System Management (POSM) Software and shall be compatible with the City's database.
 1. Contractor shall coordinate with Engineer and POSM to import the City's sewer main and service pipeline defect coding (attached at the end of this section) into and provide an export to the POSM software to be used during video inspection.

PART 3 EXECUTION

3.1 GENERAL

- A. Cleaning and video inspection is required to assess current condition of the sanitary sewer system.
- B. CCTV video inspection shall be performed on all mainlines.
- C. CCTV video inspection of sanitary sewer mainline shall not be completed until cleaning is performed by Contractor.

3.2 RECORDS

- A. Keep records of all television inspection work on a digital form that includes the following information. Submit original copies to Engineer or Representative at the completion of each television inspection run.
 1. Project
 2. Date and Time of Inspection
 3. Contractor
 4. Engineer
 5. Name of Operating Technician
 6. Size of sewer pipeline and material(s) of construction

7. Entry (Beginning) and Exit (Ending) Manholes (these shall correspond with manhole names/numbers as listed in the Owner's database)
 8. Distance to All Points of Interest from Entry Manhole
 9. Total Length of Line Inspected
 10. Unusual Conditions
- B. Forms shall be completed digitally, but must be exportable to a PDF. Inspection information must also be exportable to a comma delimited format compatible with Microsoft Excel.
- C. A video record of the television inspection shall be recorded at the time of inspection on a DVD. A copy of the video record shall be made and maintained by the Contractor. The original copy of the DVD and inspection form shall be submitted to the Engineer or Representative at the completion of each television inspection run.

3.3 CLEANING

- A. The Contractor plans to perform sewer mainline cleaning prior to CCTV video inspection by the Contractor. The following provisions apply.
1. The Contractor shall provide all equipment and personnel necessary to clean the lines of interest for this project prior to CCTV inspection.
 2. Cleaning and required equipment shall be to the extent necessary to allow for a television inspection of the lines.
 3. Liquid waste similar in character to domestic wastewater may be discharged in the sewer at the downstream end of this project. CIPP fragments, gravel, or other debris shall be retained and disposed of according to local, State, and Federal regulations by the Contractor.
 4. All debris and solids generated during the cleaning process shall be collected and properly disposed of at an approved site to be coordinated between Owner, Engineer, and Contractor. Solids are not allowed to be disposed at the City of Newport's Wastewater Treatment Facility.
 5. All reasonable precautions shall be made to prevent blow-back into services during cleaning operations.
 6. All reasonable precautions shall be made to not damage the existing sewer pipe in the sewer collection system.
 7. The line shall be re-cleaned and re-inspected, at the Contractor's expense, if the initial CCTV inspection shows incomplete cleaning and/or removal of debris and roots. Engineer shall give written authorization for additional cost/foot for

re-cleaning and re-inspecting areas with impassible roots, grease, protruding taps and other obstructions.

3.4 VIDEO INSPECTION

- A. The Contractor shall provide all equipment and personnel necessary to perform CCTV inspection on lines as required for this project.
- B. The CCTV inspection shall reference manhole ID names/numbers as shown on maps of the Owner's sewer system.
- C. The television inspection and video record of the sewer shall provide a clear, in-focus color picture of a minimum of six (6) linear feet of the inside periphery of the sewer. Do not exceed thirty (30) feet per minute travel speed.
- D. Stop at all instances of inflow and infiltration (I/I) from main lines, service lines, manholes, and suspicious connections so they are displayed on the screen, and record the distance from the entry manhole on the form and/or on audio. Provide a 360 degree view of the I/I occurrence with the pan-and-tilt camera and note the approximate quantity of water entering the sewer system.
- E. Stop at all service connections in the sewer so they are displayed on the screen, and record the distance from the entry manhole on the form and/or on audio. Provide a 360 degree view of the service connection with the pan-and-tilt camera. Note defects as shown on attached sewer condition rating form.
- F. Stop at all points-of-interest in the sewer so they are displayed on the screen, and describe the type of point-of-interest and distance from the entry manhole on the form and/or on audio. Provide a 360 degree view of the point-of-interest with the pan-and-tilt camera.
- G. Stop at all unusual conditions in the sewer so they are displayed on the screen, and describe the unusual condition and distance from the entry manhole on the form and on/or audio. Provide a 360 degree view of the unusual condition with the pan-and-tilt camera.
- H. If a clear video recording is not obtained, repeat the closed-circuit television inspection until a clear, in-focus video is obtained. Repeating the television inspection process to obtain a clear video recording will be at no additional cost to the Owner.
- I. Code defects using the attached condition assessment method.

City of Newport Sewer Main and Service Line Condition Assessment Method

Defect Type	Code	Severity	Description
Main Line Structural Defects			
Surface Damage (S)			
	SL	light	<1/4 pipe wall thickness, corrosion, projection, dimpling
	SM	moderate	1/4 - 1/2 pipe wall thickness, exposed aggregate, projection, spalling
	SH	high	> 1/2 pipe wall thickness, corrosion, exposed rebar, inverse curvature
Crack (C)			
	CL	light	<1/16"; circumferential or longitudinal
	CM	moderate	1/16"-1/4"; circumferential or longitudinal
	CH	high	> 1/4"; circumferential or longitudinal
Broken Pipe (B)			
	BL	light	other breakage, chips in pipe wall
	BM	moderate	thru-wall crack
	BH	high	fracture collapse, soil visible
Joint (offset, displaced, broken, displaced seal) (J)			
	JL	light	joint open 1/8" or displaced <15% dia. or gasket starting to slip
	JM	moderate	joint open 1/2"-2" or displaced 15-35% dia. or joint partly broken, or gasket missing
	JH	high	joint open >2" or displaced >35% dia. or joint badly broken
Grade Break/ Settlement (GB)			
	GBL	light	5-25%
	GBM	moderate	25-50% dia.
	GBH	high	> 50% dia
Deformation/ Ovality (DE)			
	DEL	light	1-10%
	DEM	moderate	10-25% dia.
	DEH	high	> 25% dia
Main Line Maintenance Defects			
Protruding Lateral (PL)			
	PLL	light	protruding <10% dia.
	PLM	moderate	protruding 10-25% dia
	PLH	high	protruding >25% dia.
Point Repair (patch, pipe replaced, liner) (PR)			
	PRL	light	showing beginning signs of wear
	PRM	moderate	repair partially defective
	PRH	high	repair defective
Roots (R)			
	RL	light	fine roots, reduction in diameter <10%
	RM	moderate	reduction in diameter 10% to 25%
	RH	high	reduction in diameter >25%
Infiltration (I)			
	IL	light	seeping, dripping
	IM	moderate	running, trickling
	IH	high	gushing, spurting
Grease (G)			
	GL	light	buildup <10% dia
	GM	moderate	buildup 10% to 25% dia
	GH	high	buildup >25% dia
Debris/ Sediment (D)			
	DL	light	reduction in diameter <10%
	DM	moderate	reduction in diameter 10% to 25%
	DH	high	reduction in diameter >25%
Grout/ Obstruction (GR)			
	GRL	light	reduction in diameter <10%
	GRM	moderate	reduction in diameter 10% to 25%
	GRH	high	reduction in diameter >25%
Service Lateral Defects			
Lateral Material (LM)			
	LMPL	Plastic	ABS; HDPE; PVC
	LMCI	Cast Iron	
	LMCO	Concrete	
	LMCL	Clay	
	LMOB	Orangeburg	
	LMOT	Other	Fiberglass; Other
Lateral Joint (offset, displaced, broken, displaced seal) (LJ)			
	LJL	light	joint open 1/8" or displaced <15% dia. or gasket starting to slip
	LJM	moderate	joint open 1/2"-2" or displaced 15-35% dia. or joint partly broken, or gasket missing
	LJH	high	joint open >2" or displaced >35% dia. or joint badly broken
Lateral Roots (LR)			
	LRL	light	fine roots, reduction in diameter <10%
	LRM	moderate	reduction in diameter 10% to 25%
	LRH	high	reduction in diameter >25%
Lateral Infiltration (LI)			
	LIL	light	seeping, dripping
	LIM	moderate	running, trickling
	LIH	high	gushing, spurting
Potential Sump Pump and/or Foundation Drain (LS)			
	LSY	Yes	consistent flow, high rate of flow, and/or intermittent flow of clear water
	LSN	No	no indications of sump pump and/or foundation drain

**CITY OF NEWPORT
ORDINANCE NO. 2139**

**AN ORDINANCE OF THE CITY OF NEWPORT, WASHINGTON,
AMENDING SECTIONS 17.01 AND 17.03 OF THE NEWPORT
MUNICIPAL CODE**

WHEREAS, the City of Newport, Pend Oreille County, Washington (the “City”) is a duly incorporated and existing City by virtue of the Constitution and laws of the state of Washington;

WHEREAS, the City Council of the City of Newport has determined that it is necessary to support housing options while preserving the character of the City and adopting amendments to Newport Municipal Code (NMC) Sections of 17.01 and 17.03 in furtherance thereof; and

WHEREAS, the City Council of the City of Newport has determined that it is necessary to ensure compliance with recent state law changes (HB 1337) regarding accessory dwelling units and clarify accessory dwelling unit requirements in applicable provisions within the NMC.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF NEWPORT, PEND OREILLE COUNTY, WASHINGTON, DO ORDAIN as follows:

Section 1. Adoption. NMC Section 17.01.090(B) is hereby amended and adopted to read as set forth in the attached Exhibit “A” which is incorporated herein by this reference; NMC Section 17.03.090(A) is hereby amended and adopted to read as set forth in the attached Exhibit “B” which is incorporated herein by this reference;

Section 2. Amendment & Repealer - NMC 17.01.090(B). Title 17, Section 17.01.090(B), Definitions, Specific Provisions, of the Newport Municipal Code is amended as set forth in Exhibit A. All ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 3. Amendment & Repealer - NMC 17.03.090(A). Title 17, Section 17.03.090(A), Supplementary Standards, Accessory Buildings, Structures, Dwelling Units and Uses of the Newport Municipal Code is amended as set forth in Exhibit B. All ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication in the City's official newspaper. The City Clerk is directed to publish a summary of this Ordinance, consisting of the title, at the earliest publication date.

Section 6. Scrivener's Error. Upon the approval of the City Attorney, the City Administrator is authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance number, section/subsection numbers, and any references thereto.

PASSED AND ADOPTED THIS 4th DAY OF AUGUST 2025.

CITY OF NEWPORT, WASHINGTON

KEITH CAMPBELL, MAYOR

ATTEST:

NICKOLE NORTH, CITY CLERK

Approved as to form:

OFFICE OF THE CITY ATTORNEY

By: _____
MEGAN C. CLARK, CITY ATTORNEY

EXHIBIT A

17.01.090(B). Specific Provisions.

1. “Accessory use or structure” mean a building, part of a building or structure or use which is subordinate to, and the use of which is common or incidental to, that of the main building, structure or use on the same lot.
2. “Accessory dwelling unit” means a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit.
3. “Adult entertainment uses” means any establishment wherein any portion of total revenues at or above 20 percent comes from, or a substantial portion of interior business or advertising is devoted to, the sale or rental for any form of consideration of any one or more of the following which depicts or describes sexual activities or anatomical areas represented in a sexual context: books, magazines, periodicals, other printed matter, photographs, films, video cassettes, slides or any other visual representation; nightclubs, bars or similar establishments which feature persons who appear nude or semi-nude; live performances which are characterized by the exposure of sexual activities or anatomical areas; any motel or hotel which offers accommodations to its patrons with closed-circuit television transmissions, videos, films, or other photographic reproductions of sexual activities or anatomical areas, or offers accommodations for a period of time less than 20 hours; any adult motion picture theatre or any model studio wherein persons may appear nude or semi-nude to be drawn, sketched, observed, photographed, painted, or similarly depicted.
4. “Adult family care” means homes providing shelter and 24-hour care for adults.
5. “Alley” means a public right-of-way not over 30 feet wide which affords, generally, an accessory means of access not intended for general traffic circulation.
6. “Apartment house” means a building or portion of a building designed for occupancy of three or more families living independently in three or more dwelling units.
7. “Area, sign” means, for regularly shaped signs, the simple area of the sign. For irregularly shaped signs, the area shall be that of the rectangle, triangle, or circle (whichever is smaller), which will wholly contain the sign. The structure supporting a sign shall not be included in determining the area of the sign unless the structure is designed in a way to form an integral background for the display. In the case of a wall mural incorporating commercial wording, the sign area includes only the portion of the mural which contains the wording circumscribed as set forth in this definition.

8. “Auto wrecking yard: means an open area used for dismantling or wrecking of motor vehicles or trailers, or the storage, sale, or dumping of dismantled or wrecked vehicles for their parts.
9. “Battery charging station” means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth.
10. “Battery exchange station” means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth.
11. “Basement” means any level below the ground floor of a building.
12. “Building site plan” means a drawing to a scale specified by local ordinance which identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by the local regulations; contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established by the city in approving the site plan; and contains provisions making any development be in conformity with the site plan.
13. “Boardinghouse” means a building or portion of a building other than a hotel where lodging and meals are provided for compensation.
14. “Bulk plant” means an establishment where flammable liquids are received by pipeline, tank car or tank vehicle, and are stored or blended in bulk for the purpose of distributing such liquids by pipeline, tank car, tank vehicle or container, to users or distributors.
15. “Business or commerce” means the engaging in the purchase, sale, barter, or exchange of goods, wares or merchandise; and the maintenance or operation of offices or recreational amusement enterprises.
16. “Camper” means a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses.
17. “Charging levels” means the standardized indicators of electrical force, or voltage, at which an electric vehicle’s battery is recharged. Levels 1, 2, and 3 are the most common EV charging levels, and include the following specifications:
 - a. Level 1 is considered slow charging.
 - b. Level 2 is considered medium charging.
 - c. Level 3 is considered fast, or rapid, charging.

18. "Convalescent home" means any building or premises in and on which two or more sick, injured, or infirm persons are housed, for a period in excess of 24 consecutive hours and furnished with meals and nursing care for hire.
19. "Critical areas" includes the following areas and ecosystems: (a) wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; or (e) geologically hazardous areas.
20. "Critical area buffer" means an area that surrounds and protects a critical area from adverse impacts to the functions and values of the resource.
21. "Cul-de-sac" means a road closed at one end by a circular area of sufficient size for turning vehicles around, and, for purpose of definition, may include the "hammerhead" configuration at the closed end rather than the conventional circular turnaround.
22. "Dangerous waste" means those solid wastes designated in WAC 173-303-070 through 173-303-103 as dangerous or extremely hazardous waste.
23. "Day care facility" means an agency that regularly provides care for a group of children for periods of less than 24 hours. Separate requirements are adopted for the following subcategories of day care centers:
 - a. A "day care center" provides for the care of 13 or more children. No such center shall be located in a private family residence unless the portion of the residence where the children have access is used exclusively for the children during the hours the center is in operation or is separate from the usual living quarters of the family.
 - b. "Mini day care program" means a day care center for the care of 12 or fewer children cared for on a full-time basis and such other children cared for on a part-time basis, characterized as drop-ins, as is allowed by the rules of the State of Washington Department of Social and Health Services in a facility other than the family abode of the person or persons under whose direct care and supervision the child is placed..
 - c. For the care of from seven through 12 children cared for on a full-time basis and such other children cared for on a part-time basis, characterization as drop-ins, as is allowed by the rules of the State of Washington Department of Social and Health Services in the family abode of such person or persons.
 - d. A "family day care home" means a home regularly providing care during part of the 24-hour day to six or fewer children cared for on a full-time basis and such other children cared for on a part-time basis, characterized as drop-ins as is allowed by the rules of the State of Washington Department of Social and Health Services.

24. "Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat in the manner provided in this title.
25. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
26. "Division of land" means any conveyance, not otherwise exempt or provided for in this title, which alters or affects the shape, size or legal description of any part of an owner's original tract.
27. "Dwelling unit" means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping, and bathroom facilities for use by a family or household.
28. "Dwelling, single-family" means a structure containing one dwelling unit.
29. "Dwelling, duplex" means a structure containing two dwelling units.
30. "Dwelling, multiple-family" means a structure containing three or more dwelling units.
31. "Easement" means a grant by a property owner to specific persons or to the public to use land for a specific purpose or purposes.
32. "Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.
33. "Family" means an individual or group of individuals, not necessarily related by blood, marriage or legal custody, living together in a dwelling unit as a single housekeeping unit under a common housekeeping management plan based on an intentionally structured relationship providing organization and stability.
34. "Fish and wildlife habitat conservation areas" means areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. The city may also designate locally important habitats and

species. These areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

35. "Final plat" means the final drawing of the subdivision and dedication prepared for filing for record with the Pend Oreille County auditor and containing all elements and requirements as set forth in this title.
36. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation of runoff of surface waters from any source.
37. "Flood insurance rate map (FIRM)" means the official map of Newport on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to Newport.
38. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
39. "Garage, private" means an accessory building or part of a main building intended primarily for the storage of motor vehicles as an accessory use, and when the storage space does not exceed the following:
 - a. For single-family dwelling: three vehicles, not more than one of which may be a non-passenger vehicle;
 - b. For any other dwelling: passenger vehicles equal to 150 percent of the number of dwelling units of the dwelling;
 - c. For any other use: no limitation.
40. "Geologically hazardous area" means areas that, because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.
41. "Habitat conservation area" includes: (a) areas with which species designated as endangered, threatened, and sensitive under Section 7 of the Endangered Species Act have primary association; (b) habitats and species of local importance; (c) naturally occurring ponds under 20 acres and their submerged aquatic beds that provide wildlife habitat; (d) waters of the state; and (e) state natural area preserves and natural resource conservation areas.
42. "Hazardous substance" means any liquid, solid, gas, sludge, including any material, substance, product, commodity or waste regardless of quantity,

which exhibits any of the characteristics or criteria of hazardous waste (RCW 70A.300.010).

43. "Hazardous waste" means all dangerous and extremely hazardous waste as defined in RCW 70A.300.010(11), except for moderate-risk waste as set forth in RCW 70A.300.010(13).
44. "Hazardous waste storage" means the holding of hazardous waste for a temporary period. Accumulation of hazardous waste by the generator on the site of generation is not storage as long as the generator complies with the applicable requirements of WAC 173-303-200 and 173-303-201.
45. "Hazardous waste treatment" means the physical, chemical or biological processing of hazardous waste to make such waste less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.
46. "Home business" means a business conducted within a residence by the occupants thereof, which activity is clearly incidental to the use of said residence as a dwelling and does not change the residential character thereof, is conducted in such a manner as to not give any outward appearance nor manifest any characteristic of a business in the ordinary meaning of the term, and does not infringe upon the right of neighboring residents to enjoy a peaceful occupancy of their homes for which purpose the residential zone was created and primarily intended.
47. "Hospital" means any institution established for the diagnosis, treatment and care of human ailments, and shall not include convalescent homes, rest homes, or nursing homes.
48. "Hotel" means a building containing five or more guest rooms for lodging with or without meals for compensation and which contain no cooking facilities for the lodgers but may contain an apartment for the manager. A building in which lodging is provided and offered to the public for compensation and which is open to transient guests.
49. "House trailer" means a vehicle that is self-propelled or propelled by another vehicle, for use or capable of being used for living and/or sleeping quarters, and not conforming to any schedule operating between fixed termini.
50. "Household pets" means dogs, cats, rabbits, pigeons, chickens, ducks, mice, hamsters, gerbils, parakeets, canaries, finches and other similar exotic fowl and songbirds, reptiles, amphibians, fish and other similar animals and fowl kept for companionship or for personal enjoyment.
51. "Junkyard (salvage yard)" means a place where waste or discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled, or handled, including auto wrecking yards, used lumber

yards, and yards for use of salvaged house wrecking and structural steel materials and equipment.

52. “Kennel” means a commercial establishment in which four or more dogs or domesticated animals which are five months old or older are housed, groomed, bred, boarded, trained, or sold, all for a fee or compensation.
53. “Livestock” means horses, bovine animals, sheep, goats, swine, donkeys, mules, and other similar animals.
54. “Lot” means a fractional part of subdivided lands having fixed boundaries, being of sufficient area and dimensions to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.
55. “Lot coverage” means the percentage of the total lot area covered by structures, including all projections except eaves.
56. “Lot width” means the horizontal distance between side lot lines measured at the front yard building line.
57. “Marijuana medical cooperative” or “cooperative” means a group of more than one, but no more than four, qualified medical marijuana patients and/or designated providers registered with the Washington State Liquor and Cannabis Board who share responsibility for growing and processing marijuana only for the medical use of the members of the cooperative, in accordance with the provisions of RCW Title 69 and WAC Title 314.
58. “Marijuana processing” or “processor” means a person licensed by the Washington State Liquor and Cannabis Board to process marijuana into marijuana concentrates, usable marijuana, and marijuana-infused products, package and label marijuana concentrates, usable marijuana, and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, usable marijuana, and marijuana-infused products at wholesale to marijuana retailers, in accordance with the provisions of RCW Title 69 and WAC Title 314.
59. “Marijuana production” or “producer” means a person licensed by the Washington State Liquor and Cannabis Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers, in accordance with the provisions of RCW Title 69 and WAC Title 314.
60. “Marijuana retail sales” or “retailer” means a person licensed by the Washington State Liquor and Cannabis Board to sell marijuana concentrates, usable marijuana, and marijuana-infused products in a retail outlet, in accordance with the provisions of RCW Title 69 and WAC Title 314.
61. “Mixed use” means the combination of uses in a single zone, such as a combination of office, commercial, and residential uses on the same lot or in the same structure.

62. “Mobile home” means a factory-built dwelling fabricated prior to June 15, 1976, to standards other than the Housing and Urban Development (HUD) Code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the HUD Manufactured Home Construction and Safety Standards Act. For floodplain management purposes, the term “mobile home” also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term “mobile home” does not include park trailers, travel trailers, recreational vehicles or other similar vehicles.
63. “Manufactured or modular home” means a dwelling unit assembled off site in one or more sections, which complies with all local building codes (for on-site construction) when transported to and mounted on a permanent foundation.
64. “Motel” means a group of attached or detached buildings containing individual sleeping units where a majority of such units open individually and directly to the outside and are available to the public for rental.
65. “Nonconforming lot” means a lot of record which was lawfully established, existing and maintained at the effective date of the provisions of this title but which, because of application of this title to it, no longer conforms to the regulations prescribed in this title for the district in which it is located.
66. “Nonconformity” means a building, structure, or land use which was lawfully established or existing and maintained at the effective date of the provisions of this title but which, because of the application of this title to it, no longer conforms to the regulations prescribed in this title for the district in which it is located.
67. “Person with functional disabilities” means a person who, because of a recognized chronic physical or mental condition or disease, is functionally disabled to the extent of:
 - a. Needing care, supervision or monitoring to perform activities of daily living;
 - b. Needing support to ameliorate or compensate for the effects of the functional disability to lead as independent a life as possible;
 - c. Having a physical or mental impairment which substantially limits one or more of the person’s major life activities;
 - d. Having a record of having such an impairment; or
 - e. Being regarded as having such an impairment. Functional disabilities do not include current, illegal use of or active addiction to a controlled substance.

68. "Performance bond" means that security which may be accepted in lieu of a requirement that certain improvements be made before the city council approves the final plat, including performance bonds, escrow agreements, and other similar collateral or surety agreements.
69. "Planned development" means a process allowing for flexibility in the grouping, placement, size and use of structures on a fairly large tract of land. A planned development is developed as a single proposal, using a process which incorporates design review and public participation.
70. "Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, and alleys or other divisions and dedications.
71. "Plat, preliminary" means a neat and accurate drawing of a proposed subdivision or short plat, showing the layout of streets and alleys, lots, blocks, restrictive covenants and similar elements, in accordance with this title, submitted for review by the city. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.
72. "Plat, final" means a final drawing of a subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements of this title and Chapter 58.17 RCW.
73. "Public facilities" means facilities owned by the public or private enterprise and operated for the benefit of the community. This also includes, but is not limited to, schools, libraries, fire stations, water and sewage systems, police stations, cemeteries, refuse disposal and power systems.
74. Public Facilities, Essential. "Essential public facility" means a facility, conveyance, or site whose services are provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to public service obligations, which is necessary to adequately provide a public service and which is typically hard to site.
75. "Rapid charging station" means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels, which meets or exceeds any standards, codes, and regulations set forth.
76. "Recreational vehicle" means a vehicle or portable structure built on a chassis and designed to be used for temporary occupancy or travel, recreational or vacation use. Recreational vehicles shall include, but are not limited to, campers, motor homes, camping trailers and travel trailers; tents are excluded. A recreational vehicle shall have a body width of no more than eight feet and a body length of no more than 35 feet when factory equipped for the road.

77. "Recreational vehicle park" means a tract or parcel of land upon which two or more recreational vehicle sites are located for occupancy by recreational vehicles as temporary living quarters for recreation or vacation purposes.
78. "Right-of-way" means a publicly owned strip of land to be used for public roads, bikeways, sidewalks, public transportation, utilities or similar related public uses.
79. "Sanitary station" means a facility used for removing and disposing of wastes from recreational vehicle sewage holding tanks.
80. "Setback" means the horizontal distance in feet as measured from a lot line or right-of-way to the nearest vertical wall of a structure.
81. "Short subdivision" means the division of land into four or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership.
82. "Sign" means any letters, figures, design, symbol, trademark, or any illuminating device or structure, or any part thereof, intended to attract attention to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever and painted, printed, or constructed and displayed in any manner whatsoever out-of-doors for recognized advertising purposes. However, this shall not include any official court or public notices nor the flag, emblem, or insignia of the government, school, or religious group when displayed for official purposes. Interior signs, if located on a window or within a distance equal to the greatest dimension of the window and if obviously intended for viewing from the exterior, shall be considered an exterior sign for purposes of this sign code.
83. "Structure" means anything constructed or erected which requires location on the ground or is attached to something having location on the ground.
84. "Subdivision" means the division or redivision of land into five or more lots, tracts, parcels, sites, or divisions.
85. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
86. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or, if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration

affects the external dimensions of the structure. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

87. Temporary Use or Seasonal Sales Facilities. This includes uses of a limited duration that do not involve the construction or occupation of a building, as determined by the city, including, but not limited to, mobile food carts, fireworks stands, Christmas tree lots, sidewalk sales, traveling carnivals or circuses, and seasonal or temporary outdoor retail sales such as nursery sales yards or farmers markets.

88. "Wetlands" includes areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. However, wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate conversion of wetlands, if permitted by the city.

89. "Wellhead protection area" means the surface and subsurface area surrounding a well or well field that supplies a public water system through which contaminants are likely to pass and eventually reach the water well or well field, as has been designated pursuant to Chapter 246-290 WAC. (Ord. 2104 § 1 (Exh. A), 2022)

EXHIBIT B

17.03.090(A). Accessory buildings, structures, dwelling units, and uses. Accessory structures or buildings shall not occupy any parcel or lot independent of the primary building unless approved by the city and shall comply with the following provisions:

5. Additionally, accessory dwelling units shall adhere to the following requirements:

- a. Up to two accessory dwelling units shall be allowed per residential lot that meets the minimum lot size and all development regulations.
- b. The gross floor area shall not exceed 1,000 square feet.
- c. The accessory dwelling unit square footage shall be included in the calculation of the overall lot coverage and may not exceed the maximum lot coverage in the applicable zoning district.
- d. An accessory dwelling unit located in the front or side yard shall have a minimum setback of five (5) feet from the front of the primary residence provided setback requirements are met.
- e. Meet applicable height requirements for the zoning district and shall not exceed the height of the primary residence.
- f. The accessory dwelling unit must have independent water and sewer connections and may not have services connected with the primary unit.
- g. Off-street parking shall be provided consistent with 17.03.010. Established parking may satisfy parking requirements upon evaluation by the city.
- h. If the accessory dwelling unit is attached to the primary residence, it must have a separate exterior entrance and shall not be accessible within the primary dwelling unit.
- i. Legally established structures converted to accessory dwelling units are exempt from setback and lot coverage standards.
- j. Detached accessory dwelling units may be sited at a lot line when abutting a public alley.

CITY OF NEWPORT
VOUCHER REPORT

DATE: August 04, 2025 (First Council Meeting Run)

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Claims Checks 67022-67043 \$40,854.76

Claims Check 67021 & 67044 Void due to clerical error.

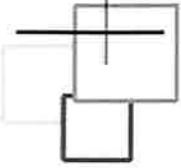
EFT 2025 August 1st Mtg: 1-2 \$1,422.54

Direct Pay 2025 August 1st Mtg: 1-2 \$2,870.65

Grand Total of all Claims \$45,147.95

City Clerk/Treasurer:  7/28/25

Register



Fiscal: 2025
 Deposit Period: 2025 - August
 Check Period: 2025 - August - 1st Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West	51040005632			
Check				
67022	Albani Falls Building Supply	8/4/2025		\$1,550.28
67023	Arrow Construction Supply LLC	8/4/2025		\$96.98
67024	Big John's Spraying	8/4/2025		\$188.48
67025	Romero, Rick	8/4/2025		\$20.00
67026	Canon Solutions America	8/4/2025		\$621.15
67027	Country Lane	8/4/2025		\$26.90
67028	Day Wireless Systems, Inc	8/4/2025		\$473.88
67029	Dr. Locksmith LLC	8/4/2025		\$835.02
67030	DW Landscape	8/4/2025		\$900.00
67031	ERA	8/4/2025		\$805.05
67032	Ergon Asphalt	8/4/2025		\$12,636.63
67033	Gribi, Abby	8/4/2025		\$271.14
67034	IBS, Inc	8/4/2025		\$2,244.87
67035	Interstate Concrete & Asphalt	8/4/2025		\$1,317.94
67036	Mission Communications LLC	8/4/2025		\$4,015.80
67037	Newport Hospital & Health Services	8/4/2025		\$65.00
67038	Newport Miner	8/4/2025		\$38.15
67039	PO CO Auditor	8/4/2025		\$18.00
67040	PO CO IT Services	8/4/2025		\$7,180.25
67041	SiteOne Landscape Supply	8/4/2025		\$2,732.93
67042	The Bunker	8/4/2025		\$4,374.66
67043	USA Bluebook	8/4/2025		\$441.65
1	Direct Pay Direct Pay 2025 August 1st Mtg - Asphalt Zipper-DIRECT PAY	8/4/2025		\$1,650.98
2	Direct Pay Direct Pay 2025 August 1st Mtg - Vision Municipal Solutions - DIRECT PAY	8/4/2025		\$1,219.67
EFT 2025 August 1st Mtg - 1	LocalTel Communication - AUTOPAY	8/4/2025		\$566.44
EFT 2025 August 1st Mtg - 2	Vimly Benefit Solutions, Inc. - EFT	8/4/2025		\$856.10
	Total		Check	
	Total		Total	\$45,147.95
	Grand Total		Grand Total	\$45,147.95

Voucher Directory

Fiscal : 2025 - August
 Council Date : 2025 - August - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Albeni Falls Building Supply	67022	07/25/2025	2025 - August - 1st Council Meeting		
			Albeni Falls Statement		
	001-000-000-576-80-31-00			Operating Supplies	\$396.77
	001-000-000-576-80-48-00			Repair & Maintenance	\$26.24
	001-000-000-576-90-31-00			RV Park Supplies	\$33.96
	101-000-000-542-61-41-05			TIB Chip Seal Project TIB Chip Seal-2025	\$45.97
				Road Prep Supplies	
	101-000-000-542-64-31-00			Traffic Control Devices	\$234.66
				Crossing Lights supplies	
	101-000-000-543-30-31-00			Operating Supplies	\$127.52
	101-000-000-543-30-48-00			Equipment Repair & Maint	\$459.44
	410-000-000-534-34-31-00			Office & Operating Supplies	\$78.79
	410-000-000-534-34-48-00			Repair & Maintenance	\$26.23
	411-000-100-535-35-31-00			Office & Operating Supplies	\$120.70
				Total 07/25/2025 Albeni Falls Statement	\$1,550.28
				Total 67022	\$1,550.28
Total Albeni Falls Building Supply					
Arrow Construction Supply LLC	67023	Invoice -434637	2025 - August - 1st Council Meeting		
				TIB Chip Seal Project TIB Chip Seal 2025	\$96.98
				Road Layout Supplies	
				Total Invoice -434637	\$96.98
Total Arrow Construction Supply LLC					\$96.98
Asphalt Zipper- DIRECT PAY		Direct Pay Direct Pay 2025 August 1st Mtg - 1	2025 - August - 1st Council Meeting		
		Invoice -INV/2025/1085		TIB Chip Seal Project TIB Chip Seal 2025	\$1,650.98
				101-000-000-542-61-41-05	

Total Invoice -INV/2025/1085 Zipper R&M \$1,650.98
 Total Direct Pay Direct Pay 2025 August 1st Mtg - 1 \$1,650.98
 Total Asphalt Zipper- DIRECT PAY \$1,650.98

Big John's Spraying 67024
 Invoice - 84856 2025 - August - 1st Council Meeting
 001-000-000-576-80-41-01 Professional Services \$64.62
 Veterans Park fertilizer
 Total Invoice - 84856 \$64.62
 Invoice - 84858
 001-000-000-576-80-41-01 Professional Services \$123.86
 TJ Kelly fertilizer
 Total Invoice - 84858 \$123.86
 Total Big John's Spraying \$188.48
 \$188.48

Business License endorsement refund 67025
 2025 - August - 1st Council Meeting
 Business License endorsement refund 605-931-360 Rick Romero \$20.00
 001-000-000-321-99-00-00 Business Licenses
 incorrectly classified as home based business. Changed to non-resident under \$2000
 Total Business License endorsement refund 605-931-360 \$20.00
 Total 67025 \$20.00
 Total Business License endorsement refund \$20.00

Canon Solutions America 67026
 Invoice - 41503535 2025 - August - 1st Council Meeting
 001-000-000-513-10-48-01 Maintenance Copier \$21.78
 001-000-000-521-20-48-01 Maintenance Copier \$10.91
 001-000-000-591-18-70-01 1/4 Copier Lease \$92.81
 Includes 91.67 2024 property tax
 001-000-000-591-21-70-02 Police Copier Lease \$151.87
 Includes 27.81 2024 Property tax
 101-000-000-543-30-48-01 Maintenance Copier \$21.78
 101-000-000-591-47-70-01 1/4 Copier Lease \$92.81
 410-000-000-534-34-49-03 Maint. Agrmt- Copier Machine \$21.79
 410-000-000-591-34-70-01 1/4 Copier Lease \$92.81

Vendor	Number	Reference	Account Number	Description	Amount
Total Canon Solutions America	Total 67026	Total Invoice - 41503535	411-000-100-535-35-49-03	Maint Agrmt. - Copier Machine	\$21.78
			411-000-100-591-35-70-01	1/4 Copier Lease	\$92.81
					\$621.15
					\$621.15
Country Lane	67027	Invoice - 11964	2025 - August - 1st Council Meeting		
			001-000-000-521-20-31-01	Clothing/Uniforms	\$26.90
				K. Bowman polo	
					\$26.90
					\$26.90
					\$26.90
Day Wireless Systems, Inc	67028	Invoice - #INV881102	2025 - August - 1st Council Meeting		
			001-000-000-521-20-41-00	Professional Services	\$473.88
				SMD Certifications X 4	
					\$473.88
					\$473.88
					\$473.88
Dr. Locksmith LLC	67029	Invoice - 10666	2025 - August - 1st Council Meeting		
			001-000-000-521-20-41-00	Professional Services	\$21.54
				car keys 65909D	
					\$21.54
Total Dr. Locksmith LLC	Total 67029	Total Invoice - 10674	2025 - August - 1st Council Meeting		
			001-000-000-576-90-41-00	RV Park Prof Services	\$337.73
				RV Park	
					\$337.73
					\$337.73
Total Canon Solutions America	Total 67026	Total Invoice - 10676	2025 - August - 1st Council Meeting		
			001-000-000-576-80-41-01	Professional Services	\$118.93
			101-000-000-543-30-41-02	Professional Services	\$118.94
			410-000-000-534-34-41-00	Professional Services	\$118.94
			411-000-100-535-35-41-04	Professional Services	\$118.94
					\$475.75
					\$835.02
					\$835.02

Vendor	Number	Reference	Account Number	Description	Amount
DW Landscape	67030	Invoice - 4106	2025 - August - 1st Council Meeting		
			001-000-000-576-80-41-01	Professional Services	\$900.00
				Backflow testing in the parks	
		Total Invoice - 4106			\$900.00
Total DW Landscape	Total 67030				\$900.00
ERA	67031	Invoice - 118738	2025 - August - 1st Council Meeting		
			411-000-100-535-35-41-04	Professional Services	\$805.05
				Annual lab accreditation testing	
		Total Invoice - 118738			\$805.05
Total ERA	Total 67031				\$805.05
Ergon Asphalt	67032	Invoice - 9403488337	2025 - August - 1st Council Meeting		
			101-000-000-542-61-41-05	TIB Chip Seal Project	\$3,293.13
				TIB Chip Seal 2025	
				PEP-C	
		Total Invoice - 9403488337			\$3,293.13
		Invoice - 9403490932			
			101-000-000-542-61-41-05	TIB Chip Seal Project	\$4,496.80
				TIB Chip Seal 2025	
				HFE-150	
		Total Invoice - 9403490932			\$4,496.80
		Invoice - 9403492375			
			101-000-000-542-61-41-05	TIB Chip Seal Project	\$4,846.70
				TIB Chip Seal 2025	
				HFE-150	
		Total Invoice - 9403492375			\$4,846.70
Total Ergon Asphalt	Total 67032				\$12,636.63
Gribi, Abby	67033	Reimbursement AWC 2025 annual conference	2025 - August - 1st Council Meeting		
			001-000-000-513-10-43-00	Travel	\$271.14

Vendor	Number	Reference	Account Number	Description	Amount
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Total 67033
Total Gribi, Abby
 AWC SCA 2025 Annual conf mileage reimbursement
\$271.14
\$271.14
\$271.14

IBS, Inc
67034
2025 - August - 1st Council Meeting
 Invoice - 880837-1
 101-000-000-543-30-31-00 Operating Supplies
 Supplies for cleaning dist. truck
\$295.46
 Total Invoice - 880837-1
 Invoice - 881074-1
 101-000-000-543-30-31-00 Operating Supplies
\$578.24
 Total Invoice - 881074-1
 Invoice - 881231-1
 001-000-000-576-80-31-00 Operating Supplies
 101-000-000-543-30-31-00 Operating Supplies
 410-000-000-534-34-31-00 Office & Operating Supplies
\$232.58
\$232.58
\$697.74
 Total Invoice - 881231-1
 Invoice - 881232-1
 411-000-100-535-35-31-00 Office & Operating Supplies
\$408.47
 Total Invoice - 881232-1
 Invoice -881528-1
 001-000-000-576-80-31-00 Operating Supplies
 101-000-000-543-30-31-00 Operating Supplies
 410-000-000-534-34-31-00 Office & Operating Supplies
\$88.32
\$88.32
\$264.96
\$2,244.87
\$2,244.87
 Total Invoice -881528-1

Total 67034
Total IBS, Inc
Interstate Concrete & Asphalt
67035
2025 - August - 1st Council Meeting
 Invoice - 1061462
 101-000-000-542-61-41-05 TIB Chip Seal Project
 Asphalt
 TIB Chip Seal 2025
\$1,317.94
 Total Invoice - 1061462
\$1,317.94
\$1,317.94
\$1,317.94

LocalTel Communication - AUTOPAY				
EFT 2025 August 1st Mtg - 1				
07/15/2025 LocalTel Statement				
	001-000-000-514-20-42-00	2025 - August - 1st Council Meeting	Communications	\$23.75
		Internet		
	001-000-000-521-20-42-00		Communications	\$90.00
	001-000-000-576-80-42-00		Communications	\$33.59
	001-000-000-576-90-42-00		RV Park Communications	\$89.95
		RV Park		
	101-000-000-543-30-42-00		Communications	\$57.34
	410-000-000-534-34-42-00		Communications	\$147.29
	411-000-100-535-35-42-00		Communications	\$124.52
	Total 07/15/2025 LocalTel Statement			\$566.44
	Total EFT 2025 August 1st Mtg - 1			\$566.44
	Total LocalTel Communication - AUTOPAY			\$566.44

Mission Communications LLC				
67036				
		2025 - August - 1st Council Meeting		
	Invoice - 1093461		Communications	\$4,015.80
		410-000-000-534-34-42-00	Annual Service package SCADA	
	Total Invoice - 1093461			\$4,015.80
	Total Mission Communications LLC			\$4,015.80

Newport Hospital & Health Services				
67037				
		2025 - August - 1st Council Meeting		
	Pre-employment testing		Professional Services	\$65.00
		101-000-000-543-30-41-02	S. Savage pre-employment	
	Total Pre-employment testing			\$65.00
	Total Newport Hospital & Health Services			\$65.00

Newport Miner				
67038				
		2025 - August - 1st Council Meeting		
	Invoice - 13508		Advertising	\$38.15
		410-000-000-534-34-41-03		
	Total Invoice - 13508			\$38.15
	Total Newport Miner			\$38.15

PO CO Auditor

67039

Invoice - 74034 **2025 - August - 1st Council Meeting**

410-000-000-534-34-41-00 Professional Services \$9.00

Lien release Acct 2425.0

411-000-100-535-35-41-04 Professional Services \$9.00

Total Invoice - 74034 **\$18.00**

Total PO CO Auditor **\$18.00**

PO CO IT Services **\$18.00**

67040

Invoice - ITS20250701GS02 **2025 - August - 1st Council Meeting**

001-000-000-521-20-41-00 Professional Services \$6,154.50

3rd Quarter 2025 workstation support

001-000-000-521-20-41-00 Professional Services \$1,025.75

SRO Expenses

Total Invoice - ITS20250701GS02 **\$7,180.25**

Total PO CO IT Services **\$7,180.25**

SiteOne Landscape Supply **\$7,180.25**

67041

Invoice - 156154135-001 **2025 - August - 1st Council Meeting**

001-000-000-576-80-48-00 Repair & Maintenance \$2,732.93

Insurance Claim filed Vandalism

Total Invoice - 156154135-001 **\$2,732.93**

Total SiteOne Landscape Supply **\$2,732.93**

The Bunker **\$2,732.93**

67042

Invoice - INV/2025/01965 **2025 - August - 1st Council Meeting**

001-000-000-521-20-31-01 Clothing/Uniforms \$4,374.66

SRO Expenses

C Bell uniform and equipment

Total Invoice - INV/2025/01965 **\$4,374.66**

Total The Bunker **\$4,374.66**

\$4,374.66

Vendor	Number	Reference	Account Number	Description	Amount
USA Bluebook	67043				
		Invoice - INV00772087	2025 - August - 1st Council Meeting		
			411-000-100-535-35-31-00	Office & Operating Supplies	\$441.65
		Total Invoice - INV00772087			\$441.65
		Total 67043			\$441.65
		Total USA Bluebook			
Vimly Benefit Solutions, Inc. - EFT		EFT 2025 August 1st Mtg - 2			
		August 2025 LEOFF1	2025 - August - 1st Council Meeting		
			001-000-000-521-20-20-03	Leoff I Med Insur/LifeFlight	\$856.10
		Total August 2025 LEOFF1			\$856.10
		Total EFT 2025 August 1st Mtg - 2			\$856.10
Total Vimly Benefit Solutions, Inc. - EFT					\$856.10
Vision Municipal Solutions - DIRECT PAY		Direct Pay Direct Pay 2025 August 1st Mtg - 2			
		Invoice - 09-16112	2025 - August - 1st Council Meeting		
			410-000-000-534-34-31-00	Office & Operating Supplies	\$609.84
			411-000-100-535-35-31-00	Office & Operating Supplies	\$609.83
		Total Invoice - 09-16112			\$1,219.67
		Total Direct Pay Direct Pay 2025 August 1st Mtg - 2			\$1,219.67
Total Vision Municipal Solutions - DIRECT PAY					\$1,219.67
Grand Total		Vendor Count	26		\$45,147.95

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: July 25, 2025

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that EFT Payment PR 2025 July 2nd 1 through 9 as well as the Direct Deposit run 7/18/2025 for employees are approved for payment in the amount of \$89,447.45 this 4th day of August 2025.

Councilmember _____

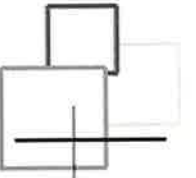
Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer _____



Register

Number	Name	Fiscal Description	Checked	Amount
Direct Deposit Run - 7/18/2025	Payroll Vendor	2025 - July - 2nd Council Meeting		\$43,641.41
EFT PR 2025 July 2nd - 1	Dept of Labor & Industry	2025 - July - 2nd Council Meeting		\$4,462.17
EFT PR 2025 July 2nd - 2	Dept of Retirement - Def Comp	2025 - July - 2nd Council Meeting		\$952.50
EFT PR 2025 July 2nd - 3	Dept of Retirement Systems	2025 - July - 2nd Council Meeting		\$6,506.79
EFT PR 2025 July 2nd - 4	EFTPS	2025 - July - 2nd Council Meeting		\$13,339.68
EFT PR 2025 July 2nd - 5	Employment Security	2025 - July - 2nd Council Meeting		\$111.45
EFT PR 2025 July 2nd - 6	Employment Security - LTC	2025 - July - 2nd Council Meeting		\$271.76
EFT PR 2025 July 2nd - 7	Employment Security - PMFL	2025 - July - 2nd Council Meeting		\$390.41
EFT PR 2025 July 2nd - 8	Idaho State Tax	2025 - July - 2nd Council Meeting		\$650.00
EFT PR 2025 July 2nd - 9	Virmyly Benefit Solutions, Inc. - EFT	2025 - July - 2nd Council Meeting		\$19,121.28
				\$89,447.45

PEND OREILLE COUNTY EMERGENCY MEDICAL SERVICES DISTRICT NO. 1

EMS District Bylaws

Date XX, 2025

DRAFT

ARTICLE I

Formation, Authority, Amendment

Section 1. Formation. Pend Oreille County Emergency Medical Services District No. 1 (the “District”) was created by the Board of County Commissioners of Pend Oreille County, Washington, by Ordinance number _____, dated _____, 2025, under the provisions of Section 36.32.480(1) of the Revised Code of Washington (“RCW”).

Section 2. District Boundaries. The District shall encompass all of Pend Oreille County, except for the area(s) included within the boundary of _____, as described in Exhibit A of these Bylaws along with a map of the District in Exhibit B.

Section 3. Authority.

- (a) The activities of the District shall be conducted in conformity with the Constitution and laws of Washington State, including RCW 36.32.480 and chapter 18.73 RCW, as now in effect or hereafter amended.
- (b) In the event of any conflict between these Bylaws and the applicable laws of the State of Washington, the latter shall prevail.
- (c) These Bylaws shall be known as the “EMS District Bylaws.”

Section 4. Purpose. These District Bylaws are adopted in furtherance of the lawful purposes of the District, including operation of emergency medical services [“EMS”] within the geographic area and for the population served by the District.

Section 5. Amendment. These EMS District Bylaws may be amended at any time by resolution of a unanimous vote of the Board of Directors (“Board” as defined in II.1.(b) herein) at a regular meeting, provided that written notice of the proposed amendment is given to all Directors at least ten (10) days prior to the date of the regular meeting at which the vote is taken.

Section 6. Definitions. Unless a different meaning is plainly required by the context, words and phrases used in the document shall have the meanings attributed to them in RCW 18.73.030 as used in this document: provided, however, that in the case of any conflict, this section shall control.

“Emergency Medical Services” (EMS) means medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance (or similar vehicle) to an appropriate medical facility, including ambulance transportation between medical facilities.

“Emergency Medical Program Director” means a person who is an approved program director as defined by chapter 18.71.205(4) RCW and who has been given the authority to direct the medical care provided by certified EMS personnel in Pend Oreille County pre-hospital EMS system.

“Pre-hospital” means emergency medical care or transportation rendered to patients by licensed ambulance or aid service personnel under chapters 18.71 and 18.73 RCW prior to hospital admission or by facilities providing trauma care services. Pre-hospital may also be used to refer to inter-facility transfer of patients.

ARTICLE II

Board of Directors

Section 1. Organization of Board. As provided in RCW 36.32.480, the Commissioners of Pend Oreille County shall serve as the initial governing body of the District until a new governing body (the ‘Successor Board’ [hereinafter referred to as the “Board”]) is established, which shall occur immediately after formation of the District. The following provisions of this section apply to the Board specifically after its establishment.

- (a) Directors shall be appointed and serve in the manner described in the District Bylaws.
- (b) The initial members of the Board shall consist of one Director from the City of Newport Fire Department [“Newport Fire Department”], which shall be represented by the City Administrator, and one Director from each of the consolidated Fire Districts [“Fire Districts”] of Pend Oreille County, currently Fire District #2, Fire District #4, Fire District #5, and South Pend Oreille Fire and Rescue [“SPOFR”]. Proxies shall be allowed so long as they are properly designated by their respective entity; in the case of Newport serving as City Administrator, Mayor or Councilmember, and in the case of a Fire District serving as Fire Chief, Deputy Fire Chief or Commissioner.
- (c) In the event of merger or annexation by the Newport Fire Department and a Fire District, or merger or annexation between Fire Districts, the new entity shall be entitled to one Director. The minimum number of Directors shall be three, so if the number falls below that the ‘Replacement Director’ shall be first, the Emergency Medical Program Director, and then
- (d)

The Board shall at its first meeting select from its own members a Chair, Vice-Chair, and Secretary, said selection to be by drawing names from a hat. The terms of the officers shall be for a duration of one year and shall rotate annually.
- (e) If a vacancy occurs in the Chair, Vice-Chair, or Secretary’s office, an election of officers shall take place at the next regular meeting to fill the unexpired term created by the vacancy. A vacant Director position may be filled by the Board in the manner prescribed by law.
- (f) All members of the Board shall be required to take an Oath of Office in the form required by the laws of the State of Washington relating to public officials.
- (g) Directors may not be hired as an employee of the District for one year following the completion/termination of his/her term of office.

Section 3. Ex-Officio Members. The following individuals shall serve as *ex-officio* members of the Board, in addition to those individuals otherwise specified herein:

- (a) One (1) representative of the Kalispel Tribe of Indians; and
- (b) Pend Oreille County EMS Medical Program Director; and
- (c) Pend Oreille County Emergency Management Director; and
- (d) One (1) representative from each participating municipality; and
- (e) One (1) representative from Newport Hospital and Health Services

Note: Ex-officio members may attend all meetings of the District and its committees and take part in the discussion of any matters pertaining to the District but shall have no vote EXCEPT as provided for municipalities in Article II, Section 4(v) below.

Section 4. Power and Duties.

(a) The Board shall be the governing body of the District

All powers authorized in Chapter 36.32.480 RCW or other applicable statutes may be exercised by the Board in the performance of its duties prescribed therein. Among other things, the Board shall:

- (i) First, do no harm to the Newport Fire Department or an existing Fire District
- (ii) Leverage the strengths of the Newport Fire Department and Fire Districts
- (iii) Act as a body and not as individuals in determining and implementing the policies and purposes of the District in proper relation to community needs
- (iv) Maintain accurate records of District finances and all related activities
- (v) Decide whether and when to submit an EMS levy to the voters. If so, unanimous support shall be required from the Newport Fire Department and all the Fire Districts AND unanimous support shall be required from all participating municipalities. In this limited circumstance municipalities shall be granted voting rights [see Section 3. Ex Officio Members "Note" above].

Nothing in these bylaws shall be construed to allow the EMS District to assert operational or financial control over the Newport Fire Department, any Fire District, their EMS or any municipality.

Section 5. Meetings.

- (a) Regular Meetings. Regular meetings of the Board shall be held at least quarterly at times and dates to be agreed upon by the Directors.
- (b) Special Meetings. A special meeting may be called at any time by the Chair or any of the members of the Board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the Board. Written notice shall be deemed waived in the following circumstances:
 - (i) A member submits a written waiver of notice with the clerk or Secretary of the Board at or prior to the time the meeting convenes.
 - (ii) A written waiver may be given by fax, or electronic mail; or
 - (iii) A member is actually present at the time the meeting convenes.

Notice of special meeting shall be delivered personally, by mail, by fax, or by electronic mail to each local newspaper of general circulation and each local radio or television station that has on file with the Board a written request to be notified of such special meeting or all special meetings. Special meetings shall be held at such place as may be designated by the written notice. Such notice must be delivered or posted, as applicable, at least twenty-four (24) hours prior to such meeting.

The call and notices shall specify the time and place of the meeting and the business to be transacted. Final disposition shall not be taken on any other matter at the meeting by the Board.

The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

- (c) The Board may, at its discretion, hold executive meetings, in compliance with the provisions of RCW 42.30.110 and other applicable provisions of law, as now in effect or hereafter amended.

Section 6. Compensation. The Directors shall serve without compensation.

Section 7. Order of Business. The order of business at “Regular Meetings” of the Board shall be as agreed to by the Directors.

The order of business at Special Meetings shall be:

- (i) Call to order
- (ii) Reading of the notice calling the meeting
- (iii) Consideration of matters stated in the notice and action thereon
- (iv) Adjournment

Section 8. Action by the Board. As used herein, “action” means the transaction of the official business of the District by the Board, including but not limited to, receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions. “Final action” means a collective positive or negative decision, or an actual vote by a unanimous vote of the members of the Board when sitting as a body or entity, upon a motion, proposal, or resolution.

All final action taken by the Board shall be by motion or resolution recorded in a book or books kept for such purposes. Minutes of all regular and special meetings, except executive sessions thereof, shall be promptly recorded and shall be open to public inspection.

All meetings at which action is taken by the Board shall be open and public and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided in this Section or by law. The Board shall only adopt a motion or resolution at a Regular Meeting or at a special meeting for which proper notice has been given.

Section 9. Robert’s Rules of Order. The general parliamentary conduct of any meeting shall be governed by Robert’s Rules of Order, provided, further, that:

Nothing in said Rules of Order shall be construed to inhibit the right of the Director serving or acting as the presiding officer to vote, to initiate motions or resolution, or to exercise any of the other powers vested in such Director by law.

Section 10. Quorum and Voting. A majority of the persons holding the office of Director shall constitute a quorum of the Board for the transaction of business, but no resolution shall be adopted or other final action taken without a unanimous vote of the entire Board. One or more of the Directors may participate in the meeting by telephone or computer-related means.

ARTICLE III Officers

Section 1. Chair. The Chair shall act as the presiding officer at meetings of the Board and shall execute on behalf of the Board all contracts, agreements, and other documents and papers duly authorized by the Board that may require his/her signature.

Section 2. Vice Chair. The Vice Chair shall be vested with the same power and authority, and shall perform all duties of the Chair, in case of absence of or disability of the Chair, and he/she shall also have such powers and shall perform such other duties as may be assigned to him/her by the Board.

Section 3. Secretary. The Secretary shall prepare, or cause to be prepared, minutes of all regular and special meetings of the Board, shall sign the same, and shall keep them in a proper book for that purpose. The Secretary shall have charge of the official seal of the District and shall affix or cause to be affixed such seal to any documents requiring it, attesting the same. In the absence of the Chair and Vice Chair, the Secretary shall preside at Board meetings.

ARTICLE IV Committees

The Board may from time to time act as a committee of the whole or appoint such committees as it may deem necessary or advisable in the conduct of its affairs or for other purposes it may specify. The activities of any committee so appointed shall be conducted lawfully and be recorded in written minutes. Chairpersons of such committees shall be appointed by the Board to serve for terms not to exceed one year, subject to removal at the will of the Board and to reappointment in the sole discretion of the Board.

ARTICLE V Appointed Officials

Treasurer. The Pend Oreille County Treasurer shall serve as the ex-officio Treasurer of the District. The treasurer shall receive, deposit and disburse all funds of the District in the manner provided by law under the supervision of the Operations Manager and as directed by resolutions of the Board to the extent of its lawful discretion. Initial funding for District incidental expenses shall come from _____

ARTICLE VI Conflict of Interest

Section 1. Avoidance of Conflicts of Interest. Directors, being aware of the fiduciary nature of their positions, shall avoid actions and relationships which could result in a conflict between their private financial interests and their public responsibilities. Directors shall not violate the conflict of interest provisions of these District Bylaws, Chapters 42.20 and 42.23 RCW, or any other applicable statute.

Recognizing that even the appearance of impropriety should be avoided, no Director shall:

- (a) Be beneficially interested in or otherwise expect to profit from, directly or indirectly, any contract, sale, lease or purchase made by the District, except as specifically permitted under RCW 42.23.030, as now in effect or hereafter amended, or under other applicable law;
- (b) Accept, directly or indirectly, any compensation, gratuity, favor or award from any party seeking to do business with the District, or in connection with any contract made by the District, other than (i) compensation and reimbursement for expenses as provided by law, or

- (ii) compensation in connection with contracts permitted under RCW 42.23.030, as no in effect or hereafter amended, or under other applicable law;
- (c) Employ, use or appropriate any District employee, money or property for his/her private benefit;
- (d) Hold any office, engage in any employment or occupy any position, public or private, which could create conflicts between the duties, interests and opportunities inherent in such office, employment or position and the Director's public responsibilities as a member of the Board;
- (e) Neither reveal or divulge to any other party, unless authorized by the Board, any confidential information received in the performance of his/her duties as a Director, nor use such information for personal gain.

Any Director, upon discovering or suspecting that he/she has or may have a conflict of interest contrary to the policies and standards set forth in this Section, shall promptly report the same to the Board.

**ARTICLE VII
Indemnification & Insurance**

Section 1. Indemnification. The District shall indemnify and hold harmless to the full extent permitted by applicable law each person who was or is made a party to or is threatened to be made a party to, or is involved (including, without limitation, as a witness) in an actual or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is or was a Director, officer, employee or agent of the District, or having been such a Director, officer, employee or agent, he/she is or was serving at the request of the District as a director, officer, employee, agent, Director or in any other capacity of another corporation or of a partnership, joint venture, trust or other enterprise, including services with respect to employee benefit plans, whether the basis of such proceeding is alleged action or omission in an official capacity or in any other capacity while serving as a Director, officer, employee, agent, Director or any other capacity, against all expense, liability, and loss (including without limitation, attorney fees, judgements, fines, ERISA excise taxes or penalties in amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification may continue as to a person who has ceased to be a Director, officer, employee or agent of the District and shall inure to the benefit of his or her heirs, and personal representatives.

Section 2. Insurance. The District may purchase and maintain insurance, at its expense, to protect itself and any Director, officer, employee, agent or Director of the District or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss to the full extent permitted by applicable law.

**ARTICLE VIII
Dissolution**

The dissolution of the District shall be governed by chapter 53.48 RCW.

ARTICLE IX

Miscellaneous

Section 1. Fiscal Year. The District’s fiscal year will be on a calendar year, January 1 to December 31.

Section 2. Gender and Number. As used in these District Bylaws, personal pronouns shall be interpreted to refer to persons of either gender and relative words whenever applicable to more than one person shall be read as if written in the plural.

Section 3. Titles, Headings and Captions. The titles, headings and captions appearing in these District Bylaws are used and intended for convenience of description or reference only and shall not be construed or interpreted to limit, restrict or define the scope or effect of any provision.

Section 4. Severability. If any provision of these District Bylaws, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the remainder of these District Bylaws, or the application of the provision to other persons or circumstances, shall not be affected.

ADOPTED and effective this _____, day of _____, 2025.

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS

ATTEST: (CLERK)

APPROVED AS TO FORM: (PROSECUTOR)

EXHIBIT A (Legal Boundaries of any Excluded Municipality)

EXHIBIT B (Map of POC EMS District)