NEWPORT CITY COUNCIL AGENDA November 17, 2025 AT 6:00 PM

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 <u>Mayor</u> 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) 447-5611 forty-eight (48) 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 & MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

NEW BUSINESS:

Wastewater Updates – Layne Merritt, P.E. & Jake Dial, P.E., J-U-B Engineers, Inc.

Motion to amend J-U-B Agreement dated 07/15/2024, Project Number 70-24-021 to add Task 500; South Collection System Reconstruction, and move funds from Task 900, Management Reserve, in the amount of \$253,900 to Task 500 – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-18 with J-U-B Engineers, Inc. for Professional Services to complete WWTP Phase 1 Design – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-15 – Public Defender Agreement for 2026-2027 – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-16 – Interlocal Agreement for Jail Services for 2026-2028 between the City of Newport, Washington and Pend Oreille County, Washington – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-17 – Interlocal Agreement for Dispatch Communication Services between The City of Newport, Washington and Pend Oreille County January 01, 2026 – December 31, 2028 – Abby Gribi, City Administrator

Public Hearing to discuss revenue sources for the 2026 budget – Nickole North, Clerk/Treasurer

Motion to approve Resolution 20251117 amending rates and charges for water and sewer utility services; establishing schedule and establishing effective date – Nickole North, Clerk/Treasurer

Motion to approve Resolution 20251118 revoking all prior fee resolutions and adopting a new fees schedule effective January 01, 2026 – Nickole North Clerk/Treasurer

Motion to approve Resolution 20251119 increasing the regular property tax levy to be collected in the 2026 tax year by 1% from the previous year – Nickole North, Clerk/Treasurer

BILLS & PAYROLL:

2025 CLAIMS CHECKS 67210-67244	\$236,476.98
2025 CLAIMS EFT 2025 Nov 2 nd Mtg: Run 1-14	\$59,562.58
2025 CLAIMS DIRECT PAY 2025 Nov 2 nd Mtg: Run 1-10	\$41,391.28
PAYROLL EFT 2025 Nov 1 st PR 1-10; Dir Deposit Run 11/05/2025	\$90,127.28

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON November 03, 2025

A meeting of the Newport City Council was held on November 03, 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 Nickole North City Administrator
Clerk/Treasurer

Kenneth Smith Elizabeth Spring

Councilmember Councilmember

Jami Sears
Mark Zorica

Councilmember 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 October 20, 2025 Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell reminded everyone to vote tomorrow!

Councilmember Longly stated that the Trick or Treat event was lots of fun! He thanked SPOFR for helping out at the crosswalks and the police presence for keeping the kids safe. He also thanked the businesses that participated, it shows that they care and love our community.

CITY ADMINISTRATOR COMMENTS:

There have been stakeholder meetings regarding the comprehensive plan update started with great feedback so far.

Public Utility District is asking for a letter of support for a Washington State Department of Commerce GRID Resilience Grant they are applying for. Councilmember Zorica moved to write a letter of support for the Public Utility District to receive the grant; Councilmember Longly seconded. Motion carried.

NEW BUSINESS:

Police Chief Nelson gave a law enforcement update. There have been no serious felonies in quite some time. A few malicious mischief calls have been going on. The department has averaged

around 20 calls for service in the past few months. The Police Officers have been proactive with around 250 contacts which in return is making crime numbers go down. Chief Nelson reminded everyone that the 3rd Thursday of each month is Coffee with a Cop. The Department gave out 1200 stickers at the Halloween event.

Police Chief Nelson requested a FLOCK Safety System – license plate reader be budgeted in the 2026 budget. This will be helpful with the drug problem within town and it is estimated to reduce crime by 56%. He is asking for two cameras to start. The cost will be \$7,000 per year and will be around \$22,000 for a 3 year contract.

SPOFR Fire Chief Stocking stated that they remain against the proposed EMS District. WSRB ratings are complete and should have results in 4-5 weeks. They are nearing an all-time high for volunteer numbers and recruitment. Their model of career/volunteer constant staffing has been recognized regionally. There was a hazardous material spill at Safran on October 3rd. A major hospital fire/evac drill is planned for November 18th. SPOFR deployed on state-led mobilizations for over 90 days in 2025, all while keeping constant staffing levels in district. SPOFR has completed all fire safety month activities at Stratton Elementary and has taken over the advisory role for Newport High School's fire science program. They have no position with the possible District 2/District 4 merger. They are concerned about the overuse of SPOFR for mutual aid incidents in District 4 (particularly fire), as SPOFR is the closest staffed professional fire service agency. He has a very good budget plan for 2026 with his board. He also stated that the Halloween event was even more people than previous years and he was honored to be able to provide traffic control for the event.

Public Works Director North stated that the cross lights are up, the street project is done and his crew is working on fixing lights downtown.

Director North requested for the 2026 budget, deicer to pretreat the roads to keep them from building up. This would be a cost of around \$12,000 per year. The product is good to zero and there is another available for 25 below, however in that case sand would probably be used. He asked that there be \$30,000 budgeted to fence in the RV Park per the previous Park Host's recommendation. He also asked that \$8,000 be budget to repair some of the Newport Park fence and install a gate into the splash park for easier access for maintenance. In the Water fund Mr. North asked that the J well pump be replaced and that around \$30,000 be budgeted annually to aqua freed treat wells D, E & C. Councilmember Sears asked if grant funding might be available from Public Utility District or another source to help with fencing in the RV Park. Administrator Gribi stated that she could look into funding opportunities.

Plant Superintendent Howard stated that the collection system has all been cleaned with the exception of a couple of small sections. The Pleggers Lift Station will be maintained next year due to the vac truck always being broke down and Bryce is out for the next three weeks, due to the birth of his new baby girl. The Wastewater Treatment Plant has been spending a lot of money to kill bugs. The processes are working. The plant did violate twice last month and he has been working with the Department of Ecology to change their way of testing.

Superintendent Howard is asking for a used bio-solids trailer in the 2026 budget so they are not at the mercy of always waiting for the company to pick up and drop off a trailer. This would allow

a steady flow and not shocking the system. This would also create no bulk wasting. This trailer would be \$40,000. He is also asking for another service truck, preferably a used one off of the DES website. He would prefer a F450 with a crane, service box and crew cab. He is asking for \$85,000 for this purchase.

Clerk/Treasurer North gave a financial report for the third quarter. Cash and investments were \$5.8 million at the end of September. Sales tax in the 3rd quarter was up around \$15,000 from last year and property tax in the 3rd quarter was down around \$3,200. Delinquent accounts increased by two in the third quarter with an increased delinquent amount of around \$6,000. Five of these have liens files, one lien warning letter was mailed out and later paid. There were two door notices delivered and paid. One current payment plan is in place. Two have made a payment and set up payment arrangements. The finance staff are currently working on updating the purchasing policy, completing an accident prevention plan and grant/loan management for TIB, Commerce, DWSRF and DOE. Second notice backflow letters have been mailed out for compliance. Six more building permits in the third quarter, equaling fifteen for the year so far, have been issued. The RV Park is now closed for the season. The kickoff of the update to the Comprehensive Plan and Climate Plan outreach has also begun.

A financial report for October was given to the Mayor and Council for their review.

BILLS & PAYROLL:

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

CLAIMS CHECKS 67196-67209 (68815 VOID)	\$48,943.57
CLAIMS EFT 2025 Nov 1st Mtg: 1-4	\$50,913.92
CLAIMS DIR PAY 2025 Nov 1 st Mtg: 1	\$31,500.00
PAYROLL EFT 2025 Oct 2 nd PR: 1-10; Dir Deposit Run 10/17/2025	\$88,108.61

ADJOURNMENT:

The meeting was adjourned at 6:36 PM.

Attest:		By:	
-	Nickole North	Keith Campbell	
	Clerk/Treasurer	Mayor	1



J-U-B ENGINEERS, Inc. AUTHORIZATION FOR USE OF MANAGEMENT RESERVE FUNDS

Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Collection System Improvements - South Collection System Reconstruction

CLIENT: City of Newport

J-U-B PROJECT NUMBER: 70-24-021, Task 500

ATTACHMENT TO:

☑ AGREEMENT DATED: 7/15/2024

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

PART 1 - PROJECT UNDERSTANDING

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

J-U-B prepared an updated Capital Improvement Program for CLIENT that identifies repairs to the sewer collection system to reduce and remove sources of I&I. The intent of this scope of work is to implement the design of the improvement project selected by CLIENT for the reconstruction of portions of the south collection system. Funds will be transferred from Task 900 Management Reserve to Task 500 South Collection System Reconstruction to fund the design of this project. J-U-B intends to package the South Collection System Reconstruction with the Willow Street Improvements project as a single bid package and seek construction funding from Ecology in the fall of 2026.

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

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

A. Task 500: South Collection System Reconstruction

Task 500 South Collection System Reconstruction will include the reconstruction of sewer main, manholes, and services between MH4100 to MH3800 and MH3606 to MH3300. Video inspection of these sewer mains show them to be in very poor physical condition with extensive cracking, holes, and root intrusion. Manholes in this area are brick and service laterals show signs of I&I. A geotechnical investigation and topographic survey will be conducted to aid in design of the project. Project design will produce engineered plans, specifications, and estimate. These documents will be combined with the Willow Street Improvement project for soliciting bids for project construction. Task 500 work is anticipated to begin November 2025 with initial survey work to be followed by environmental, geotechnical, and design. Deliverables will be available for review by Ecology in July of 2026. Application for construction funding through Ecology in Fall 2026 will be performed under a separate task.

- 1. Subtask 001: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Develop project schedule, intermediate milestones, and work plan.
 - c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - e. Provide a monthly invoice including budget status.

- f. Provide ongoing document handling and filing.
- g. Attend meetings with CLIENT to report project status.
- h. Prepare Ecology reporting and reimbursement requests.
- Project funding application and support.
- 2. Subtask 002: QA/QC
 - a. Perform internal review of project deliverables at appropriate intervals.
 - b. Incorporate comments into the project documents.
- 3. Subtask 003: Meetings
 - a. Meet with CLIENT to review project documents at the 60% and 90% design levels.
 - b. Incorporate comments into the project documents.
 - c. Assumptions:
 - i. Two meetings will occur in Newport
 - ii. Appropriate CLIENT staff will be available for meetings.
 - d. Deliverables: Meeting notes in electronic PDF format.
- 4. Subtask 004: Topographic Survey
 - a. Provide topographic survey, including;
 - i. Perform a topographical survey of the existing site.
 - ii. Establish survey control and temporary construction benchmarks.
 - iii. Include structures and utilities to the extent they are visible in the field or located by the utility or CLIENT.
 - iv. Contact utility companies prior to survey via Dig-line to request horizontal field locations of utilities and available utility mapping.
 - v. A boundary survey is not included in this scope of services. Property pins will be identified and located by the field crews in this survey wherever they are readily recoverable as part of their overall survey effort. Right-of-way and easements will be researched along the corridor to verify location.
- 5. Subtask 005: Subconsultants
 - Subcontract with a geotechnical subconsultant to perform a geotechnical investigation of the project area.
 - Conduct subsurface investigations within the project area to collect samples to characterize subsurface soil properties and conduct laboratory analysis to determine engineering properties for use in design.
 - c. Assumptions:
 - CLIENT will allow geotechnical physical and legal access to the project area.
 - d. Deliverables:
 - i. Geotechnical Report in PDF format.
- 6. Subtask 006: Plans, Specifications, and Engineer's Estimate
 - a. Conduct utility research and conflict identification based on project survey information, preliminary design information, and information provided by utility companies known to operate in the vicinity of the project area.

- b. Coordinate with known utility providers. Up to (2) two attempts with each utility company will be made before they will be considered nonresponsive.
- c. Coordinate relocation of utilities within the ROW if necessary.
- d. Anticipated Design Plans include cover, general notes, plan and profiles, and detail sheets.
- e. Prepare contract specifications based on the WSDOT Standard Specifications for Road, Bridge, and Municipal Constructions with the appropriate APWA general special provisions and Ecology contract requirements.
- f. Prepare engineer's estimate of construction cost.
- g. Prepare 60% submittal to include project plan sheets and preliminary engineer's estimate.
- h. Prepare 90% submittal to include project plan sheets, preliminary engineer's estimate, and draft specifications.
- i. Incorporate internal and CLIENT review comments.
- j. Submit 90% documents to appropriate agencies for review and approval.
- k. Prepare Bid Set contract documents, final engineer's estimate, and bid advertisement.
- I. Assumptions:
 - i. Design of project will occur in 2024.
 - ii. Level of effort to deliver project submittals is based off the number of plan sheets. Project plan set has been estimated to consist of approximately 16 sheets.
 - iii. CLIENT to provide list of known utility providers within the project area.
 - iv. CLIENT will conduct community outreach as needed.
 - v. The CLIENT will aid if required to get utilities to respond in a timely manner. J-U-B is not responsible for non-responsive utility conflicts that may arise during construction. CLIENT will pay for Agency review fees, and bid advertisement fees.
- m. Deliverables:
 - i. Bid Set Contract Documents in PDF format at 60% Draft, 90% Draft, and Final milestones.
 - ii. Bid Advertisement

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. CLIENT-Provided Work CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. CLIENT will provide the survey crew and/or geotechnical staff physical and legal access to City sites and will facilitate obtaining permissions from private landowners if required.
 - 2. Client will provide a list of know utility providers in the areas of work. Client will aid if required to get utilities to respond in a timely manner.
 - 3. Client will conduct community outreach as needed.
- B. Additional Services CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Bid phase and construction management services

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.J-U-B's standard billing rates.

- b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

- If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
500	South Collection System Reconstruction – Design Phase	Time and Materials (Estimated Amount Shown)Time and Materials (Estimated Amount Shown)Time and Materials (Estimated Amount Shown)	\$253,900	Work to comments November 2025 with design to be completed July 2026.
Total:		\$253,900		

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

Exhibit 1-A: [proposal from subconsultant dated xxx, etc.]

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: CityCityCity

R&D: YesYesYes

GROUP: MunicipalMunicipalMunicipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)Municipal/Utility Engineering (203)Municipal/Utility Engineering (203)

F. Choose an item.

Executive Summary

J-U-B prepared a General Sewer Plan (GSP) for Newport in March of 2024. Part of the scope of the GSP was to prepare a Capital Improvement Program (CIP)to identify collection system projects for system rehabilitation and I&I reduction. A CCTV program was implemented under the GSP to assess pipe condition. However; grit and sediment levels blocked camera access to the sewer mains. Additional funding was required to complete the assessment and the CIP.

The next phase of CCTV work was initiated Spring of 2025. The scope of this work was to CCTV the majority of the collection system and allotted sufficient budget to clean the mains as needed in advance of the camera. A nighttime field investigation was also conducted to trace and record flows within the collection system. See attached CCTV and flow mapping exhibits for reference.

The nighttime flow investigation involved two J-U-B personnel opening manhole lids and identifying flow within the system. Flows were then followed upstream to their source. Field reports with photos were prepared for each night's work. A map was prepared to illustrate flow location and subjective magnitude. Significant l&l was observed at the following general locations:

- Quail Loop
- Circle Drive
- South of 1st Ave and west of Spokane Street

CCTV work was conducted on almost the entirety of the City's sewer collection system. CCTV output includes video footage, assessment of pipe condition, identification of possible I&I, as well as the presence and location of blockages. CCTV summary reports were reviewed by J-U-B and used to create a pipe condition map based on the pipe condition assigned by the CCTV program.

The CCTV assessment confirmed the I&I observed during the nighttime field work and helped to identify plausible pathways into the collection system. The CCTV work also helped identify physically distressed pipe segments that require repair. The most distressed areas are;

- South of 1st Ave and west of Spokane Street
- South of Railroad Ave between Washington and State Streets

Analysis of the CCTV and nighttime field work results focused on the following:

- 1. Overlapping areas of highly distressed pipe condition and observed I&I.
- 2. Areas of very poor pipe condition.
- 3. Areas of observed I&I.

Based on the analysis criteria above the following Capital Improvement Projects are recommended:

- 1. South Main Replacement Project
- 2. Central Main Replacement Projects 1 & 2
- 3. Quail Loop Sewer Main and Manhole Lining Project
- 4. Circle Drive Sewer Main and Manhole Lining Project

See attached project location maps for reference.

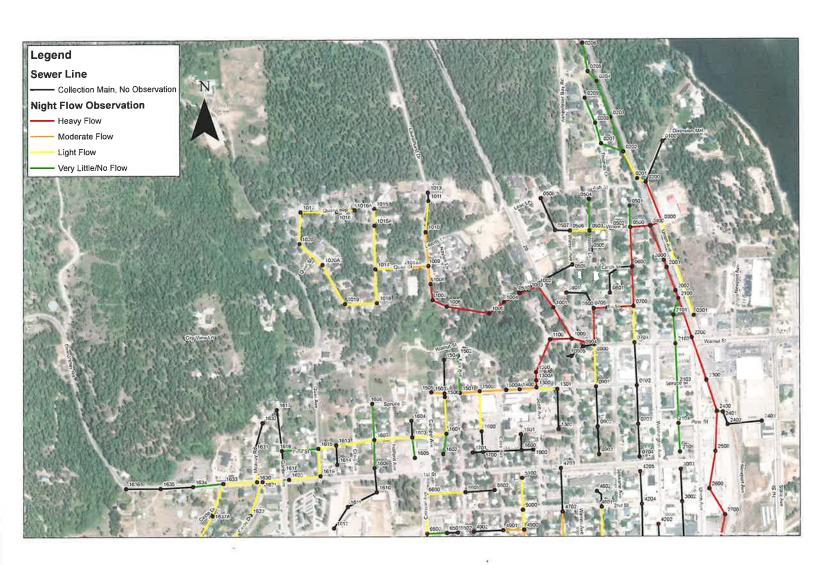
Project prioritization is based on;

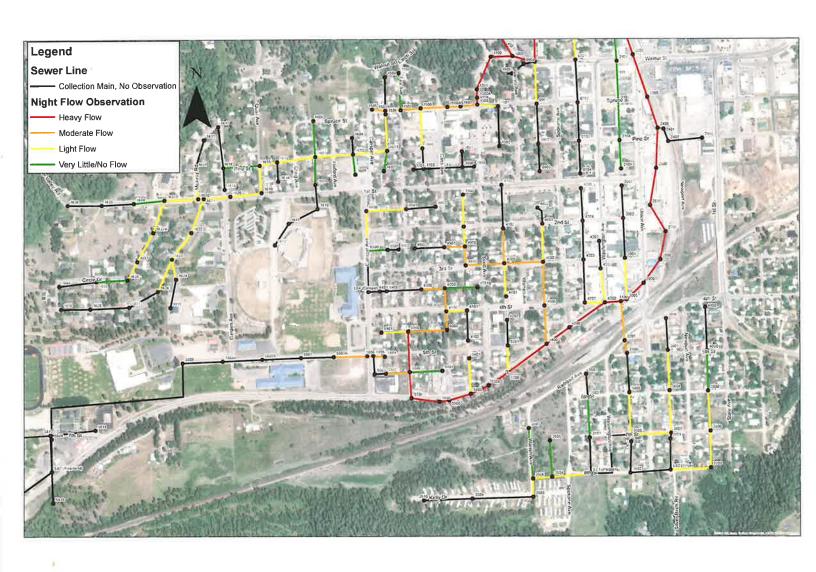
- 1. Areas of very poor pipe condition,
- 2. Areas with very poor pipe condition and observed I&I,
- 3. Areas with observed I&I.

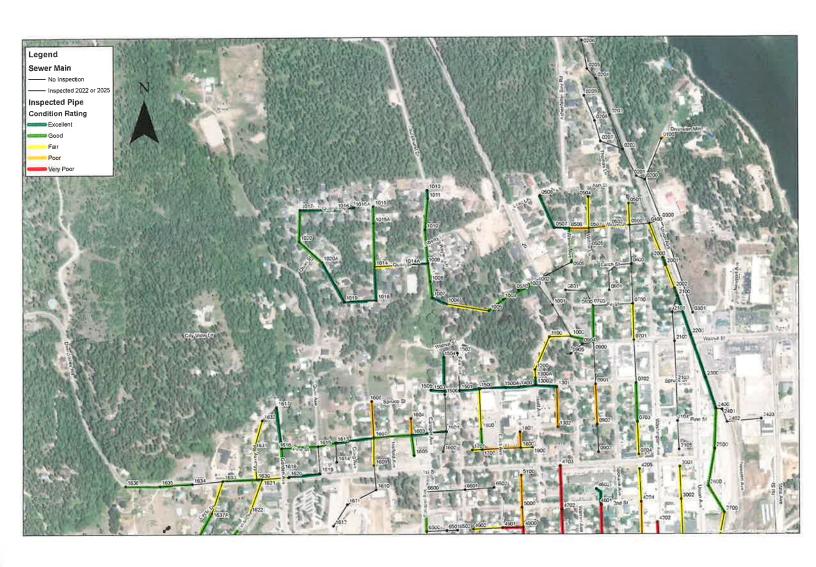
This emphasis prioritizes allocating resources to repair or replace infrastructure that is near 70 years old and removing I&I.

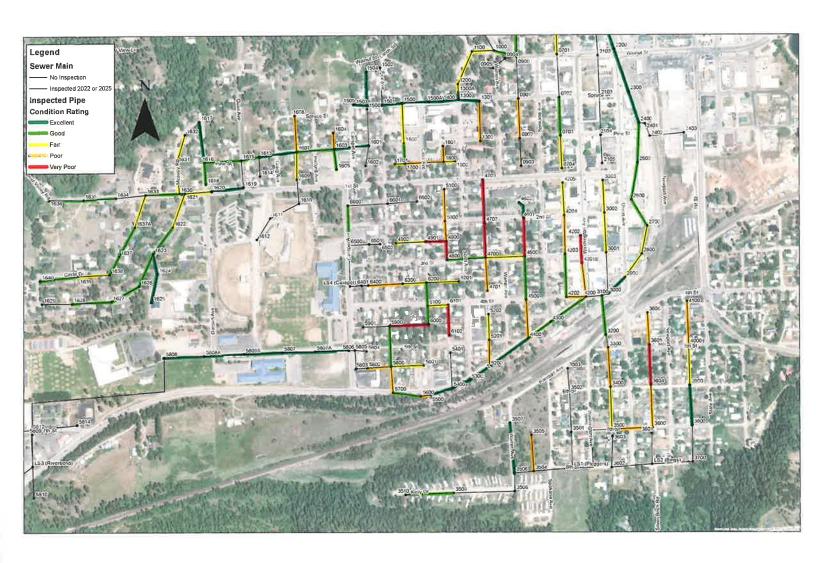
City staff have requested that the South Main Replacement Project be combined with Willow Street Project to be constructed simultaneously. J-U-B has requested that design funds be transferred from management reserve to immediately begin the design phase so that an application for construction funds can be submitted to Ecology fall of 2026.

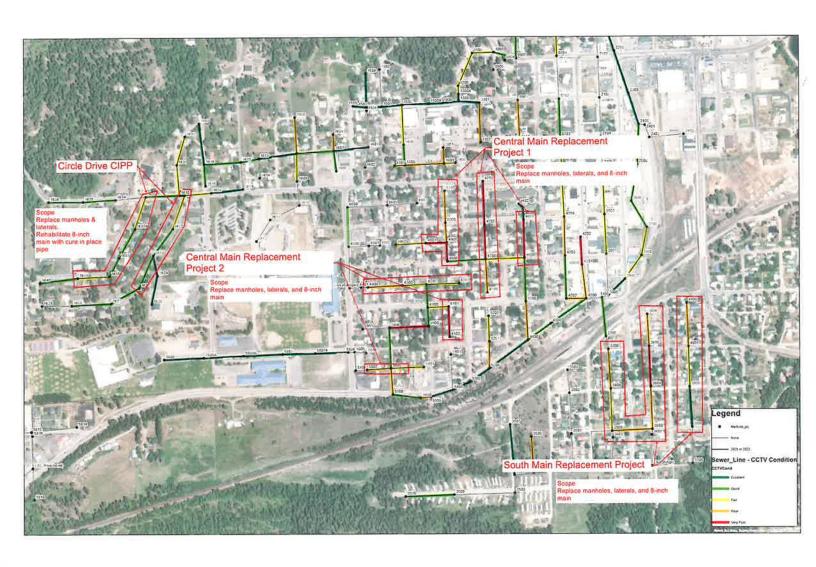
It is anticipated that design of the Central Main Replacement Projects will occur fall of 2026 and application for construction funds to be submitted to Ecology fall of 2027.

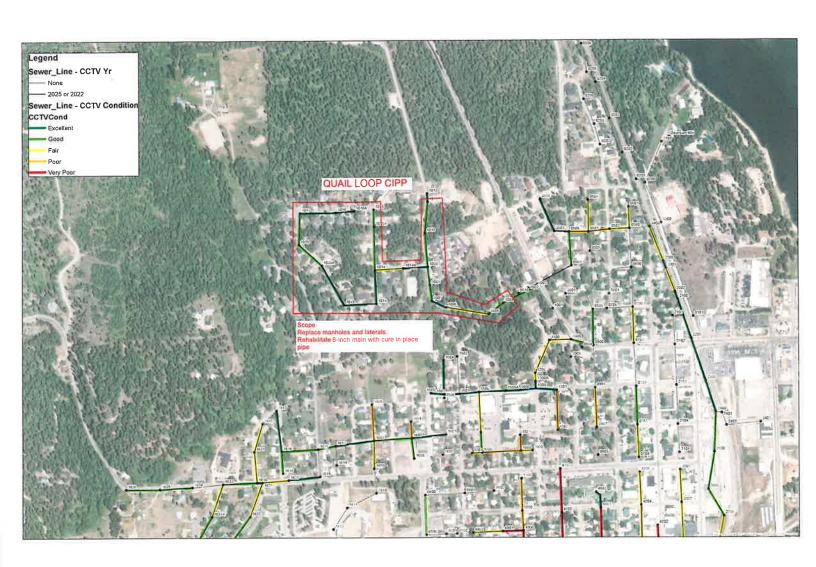
















J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: RP-25-00180

J-U-B Project Manager: LLM

This Agreement entered into and effective this 17th day of November 2025, between City of Newport, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: have engineering design performed for Phase 1 of upgrades to the existing wastewater treatment facility as described in Attachment 1 - Scope of Services, Basis of Fee, and Schedule hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

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

PROJECT REPRESENTATIVES

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

For the CLIENT:

1.	Name	City of Newport	Work telephone	509-447-5611
	Address	200 S. Washington Ave.	Home/cell phone	
		Newport, WA 99156	FAX telephone	509-447-2226
			E-mail address	cityofnewport@newport-wa.org
For J-U-	·B:			
1.	Name	Layne Merritt, P.E.	Work telephone	509-458-3727
	Address	999 W. Riverside Ave.	Cell phone	509-290-8785
		Suite 700	FAX telephone	
		Spokane, WA 99201-1005	E-mail address	lmerritt@jub.com

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

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

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

SCHEDULE OF SERVICES TO BE PERFORMED

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

BASIS OF FEE

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

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

File Folder Title:	Newport WWTP Phase 1 Design	
Remarks:		

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

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

CLIENT: City of Newport	J-U-B ENGINEERS, Inc.: 999 W. Riverside Ave. Suite 700		
NAME 200 S. Washington	STREET Spokane, WA 99201-1005 Digitally signed by Cory Baur DN: C=US E=cbaune@jub.com, O="J-U		
STREET Newport, WA 99156	CITY / STATE / ZIP CODE Cory Baune ENGINEERS, Inc", OU=Executive Vice Presiden CN=Cory Baune Date: 2025 11.10		
CITY / STATE / ZIP CODE	BY (Signature) Cory Baune, P.E., Executive Vice President		
BY (Signature)	NAME / TITLE		
NAME / TITLE	Applicable Attachments or Exhibits to this Agreement are Applicable Attachment 1 – Scope of Services, Schedule, and Basis of Fee Attachment 2 – Special Provisions		
BY (Signature)	indicated as Standard Exhibit A – Construction Phase Services		
ADDITIONAL NAME / TITLE	REV: 4/23		

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

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

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

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

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

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

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

REUSE OF DOCUMENTS

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

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

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

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

TIMES OF PAYMENTS

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

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

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

TERMINATION

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

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

RISK ALLOCATION

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

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

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

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

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

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

RIGHT OF ENTRY

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

MEDIATION BEFORE LITIGATION

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

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

LIMITATION PERIODS

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

LEGAL FEES

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

SURVIVAL

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

EXTENT OF AGREEMENT

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

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

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

SUCCESSORS AND ASSIGNS

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

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

CONTROLLING LAW, JURISDICTION, AND VENUE

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

CYBER INSURANCE

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



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

Attachment 1 - Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Wastewater Treatment Facility Phase 1 Design

CLIENT: City of Newport

J-U-B PROJECT NUMBER: RP-25-00180

CLIENT PROJECT NUMBER: PR25-96103-024 PWB

ATTACHMENT TO:

☑ AGREEMENT DATED: 11/17/2025; or

□ AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: ___N/A_

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

PART 1 - PROJECT UNDERSTANDING

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

The City of Newport (CLIENT) owns and operates a wastewater treatment facility (WWTF) that services Newport, WA and Oldtown, ID, under NDPES Permit WA0022322. The 2023 Wastewater Treatment Facility (WWTF) Plan, completed by J-U-B, included a Capital Improvement Plan (CIP) that outlines a series of improvements for the CLIENT to undertake at the WWTF to address operational and maintenance issues. Preliminary design of these improvements has been completed previously and are outlined in the Preliminary Engineering Report and 30% Concept plans prepared by J-U-B and submitted for approval by WDOE on November 10, 2025. Final design of the these elements have been designated into two subsequent phases of work. The final design scope herein includes work for Phase 1 Improvements only.

Phase 1 work includes:

- Oxidation Ditch Improvements
- Pump Station #2 Improvements
- New Secondary Clarifier (#3)
- New Paracetic Acid Disinfection System Improvements
- Site Improvements, including site grading to support this phase of improvements and associated yard piping as defined in the Preliminary Design (30% and Preliminary Engineering Report).
- Electrical including, Backup Generator addition, Site SCADA,
- Aerobic Digester Building Demolition
- Riverbank Stabilization

Phase 2 work includes (Not included in this scope of services):

- Site Improvements, Potable Water Piping Improvements, Wall Improvements, and Site Lighting
- Headworks Improvements
- Secondary Clarifiers #1 and #2 Improvements
- Pump Station #1 Improvements

- Aerobic Digester Improvements
- Belt Filter Press Improvements
- New Building for Shop, Office, and Laboratory space
- Utility Water System Improvements

The CLIENT has secured funding for the design for Phase 1 improvements at the WWTF through the Washington State Public Works Board Pre-Construction funds (Contract PR25-96103-024).

Additional funding has not been secured and will be needed for the Design of Phase 2 improvements and construction of both Phase 1 and 2 improvements.

The following scope of services has therefore been developed and divided into the following main tasks and subtasks to support this project:

Task 100 Design Phase Services for Phase 1.

- Subtasks 001 through 099 Administrative Tasks
- Subtasks 100 through 299 Final Design Tasks
- Subtask 800 Quality Control/Quality Assurance
- Subtask 801 Issuing Deliverables
- Subtask 802 Riverbank Stabilization Design and Permitting Assistance
- Subtasks 901 and 902 Subconsultants (Geotechnical, Architect)

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

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

The tasks to complete the Phase 1 Design will include the following:

A. Task 100: Phase 1 Engineering Design

- 1. Subtask 001, Project Management
 - a. Regularly monitor project status, budget and schedule and provide a report to CLIENT.
 - b. Provide a monthly invoice including budget status and status report for funding agencies.
 - c. Provide ongoing document handling and filing.
- 2. Subtask 002, Design Team Meetings Project Management and Controls
 - a. Gather background information and disseminate information to project team.
 - b. Establish project milestones and accounting procedures; coordinate, schedule, and manage design team throughout the design phase.
 - Subconsultant and task lead coordination at milestones for schedule and resource management.
 - d. Conduct regular coordination meetings with Design Team, including J-U-B's sub-consultants.
 - e.
- 3. Subtask 003, Design Review Workshops
 - a. Phase 1 Final Design Kickoff Workshop with Client

- i. Meet with Client virtually
- ii. Review project scope, goals and priorities.
- iii. Review project phasing and schedule.
- iv. Review processes and design criteria.
- v. Discuss and summarize previously selected alternatives for specific improvements

vi. a

- b. 60% Design Review Workshop
 - i. Meet with Client in Newport
 - ii. Review 60% plans and City comments for staff concurrence.
 - iii. Review construction phasing/sequencing impacts of improvements
 - iv. Review updated construction cost estimates and City funding status.
- c. 90% Design and Agency Review Workshop
 - i. Meet with Client in Newport
 - ii. Review 90% Agency plans and Contract Documents and discuss City staff comments
 - iii. Review updated construction cost estimates and City funding status.

d.

- e. Council Workshops/Updates
 - i. Update Council on project timelines, phasing, and budgets,
 - ii. J-U-B to prepare project update and meeting with City council. One council meeting is anticipated this phase It is anticipated that this would occur around the 90% Agency review submittal.
- f. Financial Strategy Workshop
 - i. Conduct one meeting in Newport
 - ii. Review status of funding agency commitments and timelines
 - iii. Plan next steps for phasing and milestones

4. Subtask 101, Survey

- a. Additional topographic survey
 - Review and confirm previously recorded boundary survey and complete additional topographic survey of site.
- 5. Subtask 102, Environmental (Phase 1 Work)
 - a. Kickoff meeting with Ecology and Public Works Board Environmental staff.
 - b. Review and if necessary, update the cultural resources review form
 - c. Review and update the inadvertent discovery plan and submit to Ecology and Public Works Board environmental leads.
 - d. Complete SEPA checklist for Phase 1 construction and submit to Ecology and Public Works Board environmental leads.
 - e. Review and update environmental justice memo and submit to Ecology and Public Works Board environmental leads.
 - f. Conduct a public involvement meeting
 - g. Prepare environmental information document and submit to Ecology and Public Works Board environmental leads.
- 6. Subtask 104, General Sheet Development
 - a. Drafting and layout of Phase 1 plan set
 - b. Develop cover sheet, sheet index, project overview, WRF site overview, legends, design criteria, a process schematic, staging plan, and related general sheets. A hydraulic profile sheet will be developed for the facility from the RAS box upstream of the Oxidation Ditch and downstream through the outfall.

- c. Develop schedules for valves, gates, instruments, and equipment.
- d. Develop and incorporate standard details.

7. Subtask 110, Specifications

- a. Develop proposed bidding, agreement, general conditions, and related documents using the 2019 Engineers Joint Contract Document Committee (EJCDC) for review by CITY and CITY's legal counsel review. Incorporate changes as requested by CITY for development of final documents.
- b. Incorporate CITY standard specifications and requirements to the EJCDC General Conditions as "Owner's Supplemental Conditions".
- c. Funding Agency Requirements
 - Identify and include funding inserts to be required for WDOE and Public Works Board Funding
- d. Prepare technical specifications based on the 46-Division format of the Construction Specification Institute (CSI).
- e. Provide review documents at the following milestones:
 - 60% Specification Table of Contents and Progress Print of Major Equipment Specifications, if requested by CITY.
 - ii. 90% / Agency Review
 - iii. Final Bid Set
- 8. Subtask 201, Yard Piping and Site Civil Improvements
 - a. Coordination with electrical for sizing and location of new backup power generator,
 - b. Embankment stabilization for riverbank area east of new Clarifier #3
 - c. Electrical design for improvements, including:
 - i. Generator Sizing and Location design
 - ii. Site Electrical Plan including ductbanks for power distribution and controls wiring
 - iii. Site Lighting Plan
 - d. Update and develop the existing yard piping plan (pipe size, use, and depth) for the proposed improvement areas based on information as available in record drawings, other information provided by CITY, and from previous projects.
 - e. Based on previous projects, it is anticipated the record drawings have variable accuracy; therefore, the base yard piping plan will reflect approximate locations and cannot be relied upon for detailed location information. If additional detail is deemed necessary by CITY to reduce risk and/or uncertainty during construction, CITY may choose to pothole areas for surveying and/or detailed measurements. J-U-B will identify areas where accuracy of buried components is critical and will suggest pothole locations and provide survey for incorporation into base drawings as requested by CITY. It is anticipated that necessary survey will be completed as an Additional Service.
 - f. Develop yard piping plans to incorporate new work items as part of this scope. A 3D model of the existing and proposed yard piping will be developed as deemed necessary by J-U-B for development of construction documents, including plans, sections, profiles, and details. The entire plant piping system is not anticipated to be modeled.
 - g. Prepare cost opinions at 60%, 90% / Agency Review, and final Bid Set.
- 9. Subtask 202, Oxidation Ditch Improvements
 - a. General:

- i. The oxidation ditch improvements will include equipment replacement as well as additional new aeration equipment to increase redundancy/reliability. This scope is anticipated to include:
 - (a) Replacement of the existing vertical turbine aerator including demolition and replacement of the enclosure, new control panel.
- b. New brush aerators will be added as identified in the 30% Preliminary Design including equipment and controls. Ancillary improvements to the oxidation ditch include:
 - i. Foam reduction spray-bar addition
 - ii. Replacement of grating on inlet vault
- c. Modifications and expansion of the oxidation ditch effluent clarifier distribution box and gates
- d. Valving and piping upgrades to Clarifier No. 3
- e. Coordination for electrical power and instrumentation
- Coordination for architectural on-site staircase improvements as identified in the 30% Concept plans.
- g. Electrical design for improvements, including:
 - i. Detailed Electrical Plan(s)
 - ii. Panel Elevations and Details
 - iii. Control Wiring Diagrams
 - iv. Electrical Details
 - v. Prepare Specifications
- h. 60% Design: Develop process mechanical, and structural views and sections; develop electrical plan views and sections; update P&ID and control narrative; develop draft major equipment specifications.
- i. 90% / Agency Review: Develop plans, sections, control narrative, and details for all disciplines; develop major equipment specifications.
- j. Final Design: Incorporate CITY and DOE comments and prepare final plans, sections, details, and specifications for all disciplines.
- k. Prepare cost opinions at 60%, 90% / Agency Review, and final Bid Set.

10. Subtask 203, New Secondary Clarifier #3

- a. General: A new secondary Clarifier No. 3 is to be added as identified in the 30% Preliminary Engineering report and concept plans. The clarifier is anticipated to be acast-in-place concrete structure including new rake mechanism, new RAS/WAS pumping, (See Pump Station NO.2 Subtask), site piping, electrical power and controls site sand access staircase, and permanent underdrain system.
 - Dewatering and shoring is anticipated for the construction of this structure. J-U-B will
 prepare performance specifications for both construction dewatering and shoring
 requirements to be submitted as a deferred submittal; designed, installed and maintained
 by the Contractor during the construction phase.
- 60% Design: Develop process mechanical, and structural views and sections; develop electrical plan views and sections; update P&ID and control narrative; develop draft major equipment specifications.
- c. 90% / Agency Review: Develop plans, sections, control narrative, and details for all disciplines; develop major equipment specifications.
- d. Final Design: Incorporate CITY and DOE comments and prepare final plans, sections, details, and specifications for all disciplines.
- e. Prepare cost opinions at 60%, 90% / Agency Review, and final Bid Set.

11. Subtask 204, Pumphouse #2 Upgrades

a. General: Pumphouse #2 Improvements identified in the 30% Preliminary Engineering report and concept plans include:

- Building and basement expansion (to east) for entry staircase to basement, building underdrain system, overhad hoist and associated HVAC, Plumbing and Electrical improvements.
 - (a) Dewatering and shoring is anticipated for the construction of this structure. J-U-B will prepare performance specifications for both construction dewatering and shoring requirements to be submitted as a deferred submittal; designed, installed and maintained by the Contractor during the construction phase.
 - (b) Existing chlorine room and injection system is anticipated to remain functional throughout the project as a primary and then backup system until WDOE issues final approval of the PAA system. No improvements to the chlorine system or chlorine room are identified in this scope of work.
- ii. Pump Station Process Mechanical Improvements including valve replacements piping and pump addition to support Clarifier NO 3 RAS and WAS pumping as detailed in the 30% concept plans.
- iii. Existing ground-level portion of building:
 - (a) Electrical MCC and Control Panel improvements and HVAC support improvements identified in 30% PER and Concept plans.
 - (b) HVAC (ventilation) improvements to ground-floor area.
- 60% Design: Develop process mechanical, and structural views and sections; develop electrical plan views and sections; update P&ID and control narrative; develop draft major equipment specifications.
- c. 90% / Agency Review: Develop plans, sections, control narrative, and details for all disciplines; develop major equipment specifications.
- d. Final Design: Incorporate CITY and DOE comments and prepare final plans, sections, details, and specifications for all disciplines.
- e. Prepare cost opinions at 60%, 90% / Agency Review, and final Bid Set.

12. Subtask 208, Aerobic Digester Building Demolition

- a. General: The existing aerobic digester building / cover-structure has been identified to be removed/demolished during this phase to allow for a new cover structure to be constructed in a subsequent phase of work.
- b. Demolition plans will be prepared in coordination with affected trades (electrical, structural) to allow for removal of the structure while maintaining the system in operation. e
- c. Prepare 60% submittal with project plan sheets identifying scope and extent of demolition/removal and areas that will require temporary systems (guardrail, brackets for electrical and controls, lighting, etc) or relocated elements.
- d. 90% / Agency Review: Prepare 90% submittal with project plan sheets, details, and cost estimates and phasing plan in specifications for demolition work.
- e. Final Design: Incorporate CITY and DOE comments and prepare final plans, sections, details, and specifications for all disciplines.

13. Subtask 211, Disinfection System Improvements

- a. General: Disinfection improvements identified in the 30% Preliminary Engineering Report and concept plans include the addition of a peracetic acid (PAA) chemical disinfection system and building. The new system is anticipated to be constructed, tested and approved by WDOE before the existing chlorine gas system is abandoned.
 - The PAA system will be housed in a new heated/ventilated building space for chemical storage (Bulk IBC totes); secondary spill containment, chemical feed pumps/piping and associated chemical injection.
- b. Prepare 60% submittal with project plan sheets and preliminary cost estimates
- c. Prepare 90% submittal with project plan sheets, cost estimates and draft specifications.

- d. 60% Design: Develop process mechanical and structural plan views and sections; develop electrical plan views and sections; update P&ID and control narrative; develop draft major equipment specifications.
- e. 90% / Agency Review: Develop plans, sections, control narrative and details for all required disciplines; develop major equipment specifications.
- f. Final Design: Incorporate CITY and IDEQ comments and prepare final plans, sections, details, and specifications for all disciplines.
- g. Prepare cost opinions at 30%, 60%, 90% / Agency Review, and final Bid Set.

14. Subtask 800, QA/QC

- a. J-U-B will conduct internal reviews at 60%, 90% / Agency Review, and final Bid Set for quality control and assurance for the identified deliverable packages.
- 15. Subtask 801, Issuing Deliverables
 - a. Compile 60% plans and distribute for review / approval as follows:
 - b. CITY 2 hard copies and PDF
 - c. DOE-N/A
- 16. Compile 90% / Agency Review set of the Contract Documents and distribute for review / approval as follows:
 - a. CITY 2 hard copies and PDF
 - b. DOE-PDF of each
- 17. Compile final Documents and distribute as follows:
 - a. CITY 2 hard copies (for Building Department) and PDF
 - b. DOE-PDF of each
- 18. Subtask 802, Riverbank Stabilization Design and Permitting Assistance
 - a. Embankment (riverbank erosion area) stabilization civil design
 - b. Embankment (riverbank erosion area) stabilization geotechnical design
 - c. US Army Corps of Engineers 404 permitting assistance. J-U-B anticipates 2 meetings at 4 hours each and one revision upon receipt of comments from agencies.
- 19. Subtask 901, Geotechnical Subconsultant
 - a. Geotechnical review of plans and specifications for input to proposed structures
 - b. A site geotechnical investigation was performed previously for the new Clarifier #3 structure and will be utilized in Phase 1 design.
- 20. Subtask 902, Architectural Subconsultant
 - a. Architectural base services for Pumphouse #2 improvements, and new disinfection building
 - b. Architectural Contingency

B. Assumptions:

- 1. Phase 1 design to be completed by mid-2027 for submission to Washington State Department of Ecology for approval.
- 2. Phase 2 design not included in this scope of work.
- The CLIENT and the ENGINEER may coordinate to reorganize the phasing of processes or elements of work as deemed most appropriate for the function of the facility or the acquisition of funding and amend the scope and coordinate with Ecology and other funding partners as applicable.
- 4. ENGINEER reserves the right to reallocate funds amongst subtasks as necessary for budgetary purposes.

- 5. ENGINEER reserves the right to develop other subtasks as deemed necessary for project management.
- Plan Size: All plans for review and construction purposes shall be issued on reduced size (11x17) sheets; no full size plans shall be generated or provided. Electronic submissions shall be in PDF format
- 7. J-U-B's opinions of probable cost: J-U-B shall provide Opinion of Probable Costs for upgrades at 30%, 60%, 90% / Agency Review, and final Bid Set. Since J-U-B has no control over the cost of labor, materials, equipment, or Services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, J-U-B's opinions of probable construction cost are to be made in current year dollars and on the basis of J-U-B's experience and qualifications and represent J-U-B's best judgment as an experienced and qualified profession engineering firm familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by J-U-B. If the CITY wishes assurance as to construction costs, CITY shall employ an independent cost estimator. Cost opinions are anticipated to have the following expected accuracy ranges as defined by AACE and shall include contingencies, as follows:
 - a. 30% Concept Submittal, 20% Contingency, CLASS IV (-30% to +50%)
 - b. 60% Submittal, 20% Contingency, CLASS III (-20% to +30%)
 - c. 90% Submittal, 15% Contingency, CLASS II (-15 to +20%)
- 8. Building Permit: J-U-B will prepare a Non-Residential Energy (NREC) code submittal for new structures during design, for compliance with Washington State energy code. It is assumed that CLIENT will pay for a building permit for the project; therefore, CLIENT will apply for and obtain a building permit using the Final Design and NREC submittals.
- Plan development will be completed using AutoCAD, AutoCAD Civil 3D, REVIT, and/or other software as deemed appropriate by ENGINEER with all deliverables made in hard copy 11x17 plans and PDFs only. Source files will not be provided.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Provide all known information about facilities to receive improvements, including record drawings, equipment information and historical knowledge of the facilities.
 - 2. Provide historical operating and monitoring data available.
 - 3. Provide all known information and field assistance during utility locate activities.
 - 4. Pay for agency review fees, if required.
 - 5. Perform sampling and pay for and conduct testing, as required for process evaluation. This will include testing of peracetic acid application to the effluent to determine the amount of peracetic acid needed to achieve the bacterial reduction per permit limits.
 - 6. Negotiate and acquire all property, rights-of-way, and easements, if required.
 - 7. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
 - 8. Provide public involvement services.
 - 9. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
 - 10. Integrate the project's system controls with the CLIENT's existing SCADA system.
- B. Additional Services CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Funding applications and funding tracking for phased improvements.

- 2. Bidding services for proposed improvements/phases, after completion of each design phase services.
- 3. Construction engineering services for proposed improvements/phases.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

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

B. Period of Services

- If the period of service for the Tasks identified above is extended beyond 6 months (from the
 timelines identified below) or if the Project has stop/start iterations, the compensation amount for
 J-U-B's services may be appropriately adjusted to account for salary adjustments, extended
 duration of project management and administrative services, and/or costs related to stop/start
 cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Phase 1 Design	Lump Sum	\$920,000	Upon Executed Agreement and NTP: 60% Deliverable ready for CITY review within 180 days. Following receipt of prior 60% milestone comments: 90% Deliverable ready for CITY review within 180 days. Following receipt of prior 90% milestone and Agency comments: Final Bid Set Deliverable ready for bidding within 90 days.
100-208	Riverbank Stabilization Design and Permitting Assistance	Time and Materials (Estimated Amount Shown)	\$60,000	Upon Executed Agreement and NTP: Survey and geotechnical field investigations and recommendations within 180 days Coordination with USACE within one year and ongoing dependent on USACE response
		Total:	\$980,000	

PART 5 - CERTIFICATIONS AND DELIVERABLES

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

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Wtr/WW Treatment PROJECT DESCRIPTION(S):

1. Wastewater Treatment (S04-T)

2. Electrical Studies & Design



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

Attachment 2 - Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Page 3

GENERAL

Delete the following in its entirety, first paragraph, third sentence:

"J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS."

REUSE OF DOCUMENTS

Add to the first paragraph, after the last sentence:

"Notwithstanding the foregoing, J-U-B hereby grants a perpetual, non-exclusive, non-transferable, revocable, limited license to use, copy, and modify such documents for CLIENT business purposes only."

Add to the end of the first sentence of the second paragraph:

", which shall not be unreasonably withheld."

TIMES OF PAYMENTS

Insert the word "written" before "notice" in the first sentence of the second paragraph.

Delete the second sentence of the third paragraph.

TERMINATION

Add to the end of the second sentence, first paragraph, after the work "incurred":

"through the date of termination."

Delete all sentences after the second sentence of the first paragraph.

Page 4

RISK ALLOCATION

Delete the word "less" and replace with "greater" in the first sentence of the first paragraph.

Delete the last sentence of the first paragraph in its entirety.

MEDIATION BEFORE LITIGATION

Delete "except for the payment of J-U-B fees" from the first sentence of the first paragraph.

Replace "The CLIENT further agrees" with "Both parties further agree" in the second sentence of the first paragraph

Add the following sentence after ".....American Arbitration Association".

"Mediation costs shall be shared equally between the CLIENT and J-U-B."

AGREEMENT NO. NP2025-15

PUBLIC DEFENDER AGREEMENT FOR 2026-2027

THIS AGREEMENT is made by and between the City of Newport, State of Washington, hereinafter referred to as "City", and BRETT BILLINGSLEY, CARSON VAN VALKENBURG, and DEREK REID, Attorneys at Law, hereinafter referred to as "Public Defenders", whereby the parties agree with each other as follows:

I.

The City, acting by and through its City Council members, has determined to contract the services of a qualified Public Defender for the years 2026-2027.

II.

Effective January 1, 2026, the Public Defenders will provide defense of every nature necessary and appropriate for the defense of indigent clients in Pend Oreille County District Court concerning all criminal charges therein filed after January 1, 2026, except for those charges filed in District Court by the County of Pend Oreille, its prosecutors, officers, and agents. The County of Pend Oreille has contracted with its own Public Defender to provide representation to indigent individuals prosecuted by the County.

III.

The Public Defenders also represent indigent clients in any type of proceeding which could result in the incarceration of the indigent client except those prosecuted by the County of Pend Oreille.

The Public Defenders will also provide defense service of every nature necessary and appropriate for the defense of indigent juveniles charged with a criminal offense in either District, Juvenile or Superior Court.

V.

The Public Defenders shall not be obligated to appeal any matter to the Superior Court, Court of Appeals or Supreme Court of Washington under terms of this contract. The Public Defenders obligations under this contract shall cease upon the filing of a Notice of Appeal from final judgment of the District Court.

VI.

It shall be the duty of the Public Defenders to appear within a reasonable time when notified by either the Sheriff's Office or any of the Clerks of the Court that there is a prisoner or defendant to be brought before the Court. The Public Defenders will provide initial representation for all defendants, if requested. The obligation will continue beyond the defendant's initial appearance in Court only if the Court determines the individual is indigent based upon an affidavit filed with the Court.

The Court will enter an Order of Appointment in each matter wherein the Public Defender is appointed to represent an indigent individual. If one of the Public Defenders is not present before the Court at the time of appointment, the Clerk of the Court will provide the attorney with written notice of the appointment.

VII.

The necessary forms to request appointment of a Public Defender will be available at the jail and from the Pend Oreille County Compliance Office. Upon completion, these

forms will be forwarded to the District Court Compliance Office, which will screen and review them to determine if the individual is indigent. The Compliance Office will forward the forms to the appropriate Court for filing, and advise the Court of its findings. In all cases, the Court will make the final determination regarding indigence.

VIII.

In the event the Court or one of the Public Defenders determines that a conflict of interest exists or there is sufficient cause wherein none of the Public Defenders should be appointed, or cannot continue representation, the Public Defender will make arrangements with another attorney previously approved by the Court to represent the client. In arranging for a conflict attorney, the Public Defenders will follow the procedures outlined by the City. All cases assigned to the conflict attorneys will be reported to the City as they are assigned. The Public Defenders are not responsible for compensation to the conflict attorney. Nothing shall prohibit the Public Defenders from providing an associate or other counsel when a Public Defender is unable to appear. All Court appearances shall be the responsibility of the Public Defenders and included in the consideration paid for Public Defender services.

It is anticipated that conflict cases will be extremely rare under this Agreement. BRETT BILLINGSLEY, CARSON VAN VALKENBURG, and DEREK REID have separate and independent law practices. It is the intent of BRETT BILLINGSLEY, CARSON VAN VALKENBURG, and DEREK REID, that they will alternate taking Public Defender cases as they are assigned.

On or before the second Monday in January, April, July and October of 2026 and through 2027, the Public Defenders, shall prepare and submit a written report to the City of Newport City Council members, hereinafter referred to as "the Council", which shall reflect in due detail all the activities of the Public Defenders during the time of the contractual quarter. All reports shall indicate the number of cases that were handled in each court during the respective quarterly periods and the hours expended on each matter.

This report shall also contain any other information as requested by the Council to enable them to understand the workload and extent of involvement of the Public Defenders. If the Council does not receive reports by the second Monday of the month immediately following the quarterly periods, all further remuneration due or claimed to be due will be withheld until receipt of said reports. It is important to submit this report on time because no reminders will be given.

X.

The Public Defenders shall perform any and all such other related duties as may be ordinarily required of defense counsel or as directed by the Court.

XI.

The Public Defenders are officers of the Court and subject to appropriate order thereof. The Council retains supervisory fiscal responsibility in relation to the Public Defenders.

XII.

Under no circumstances shall any statement or any action of the parties be construed to define the Public Defenders or any of the Public Defenders' associates or

employees as employees of City of Newport. The parties specifically understand the status of the Public Defenders shall be that of independent contractors.

XIII.

As a condition precedent to the Public Defenders' performance under this contract, the Public Defender shall submit a certificate of insurance and a copy of the Public Defenders insurance policy to the Council evidencing proof of professional liability insurance covering any and all acts or omissions of the Public Defender or an associate's performance or lack of performance undertaken pursuant to the Public Defender contract.

The minimum acceptable limits of liability shall be \$100,000/\$300,000.

The Public Defenders specifically agree to notify the Council immediately upon receiving any notification from the Public Defender's insurance carrier that the Public Defender's professional liability policy has been or will be canceled, or the acceptable limits reduced.

In the event this contract is terminated for any reason, or at its expiration if not renewed, the Public Defenders agree to purchase at their sole cost, a reporting endorsement for the Public Defender's policy which has the effect of transforming the claims made policy into an occurrence policy. The Public Defenders agree to provide a copy of the endorsement to the Council prior to receiving final payment from City of Newport. The Public Defenders specifically understand and agree that any remuneration due or claimed to be due under this contract will be withheld until the Council receives an acceptable reporting endorsement as set forth above.

Beginning January 2026, in consideration for the services to be rendered by the Public Defenders for FY 2026, the City shall pay the annual sum of FIFTEEN THOUSAND FIVE-HUNDRED SEVENTY-FOUR and 0/100 (\$15,574.00) to both CARSON VAN VALKENBURG and DEREK REID, and SIXTEEN THOUSAND 0/100 (\$16,871.00) BRETT SEVENTY-ONE to EIGHT-HUNDRED and BILLINGSLEY. The City shall pay the annual sum in monthly payments as follows: The sum of ONE THOUSAND TWO HUNDRED NINETY-EIGHT and 0/100 (\$1,298.00) to CARSON VAN VALKENBURG; and ONE THOUSAND TWO HUNDRED AND NINETY-EIGHT DOLLARS and 0/100 to DEREK REID; and ONE THOUSAND FOUR HUNDRED AND SIX DOLLARS and 0/100 (\$1,406.00) to BRETT BILLINGSLEY. It is specifically understood that BRETT BILLINGSLEY is receiving compensation for, and is therefore responsible for, all city first appearances.

Beginning January 2027, in consideration for the services to be rendered by the Public Defenders for FY 2027, the City shall pay the annual sum of SIXTEEN THOUSAND TWO HUNDRED AND SEVENTY-FOUR DOLLARS and 0/100 (\$16,274.00) to both CARSON VAN VALKENBURG and DEREK REID, and SEVENTEEN THOUSAND SIX HUNDRED AND THIRTY DOLLARS and 0/100 (\$17,630.00) to BRETT BILLINGSLEY. The City shall pay the annual sum in monthly payments as follows: The sum of ONE THOUSAND THREE HUNDRED AND FIFTY-SIX DOLLARS and 0/100 \$1,356.00) to CARSON VAN VALKENBURG; and ONE THOUSAND THREE HUNDRED AND FIFTY-SIX DOLLARS and 0/100 (\$1,356.00)

to DEREK REID; and ONE THOUSAND FOUR HUNDRED AND SIXTY-NINE DOLLARS and 0/100 (\$1,469.00) to BRETT BILLINGSLEY.

Post conviction representation of cases adjudicated in 2025 but re-opened in 2026-2027, shall be the Public Defender's responsibility for no additional compensation than what is already set forth in this contract.

XV.

In the event this contract is terminated prior to December 31, 2027, the Public Defenders will, in consideration of the monthly payments received up to the termination date, complete all cases to which the Public Defender has been appointed up to and including the last day of the month preceding the last day of the Public Defender's service.

In the event this contract is not renewed, the Public Defenders will, in consideration of twelve (12) monthly payments received, complete all cases to which the Public Defender has been appointed up to and including December 31, 2027.

XVI.

This contract may be terminated by the Public Defenders by giving ninety (90) days written notice to the District Court Judge and the Council. The Public Defenders shall be paid on the regular payment date for services up to and including the last day of such service.

This contract may be terminated by the City upon written notice of intent from the Council directed to the Public Defenders ninety (90) days in advance of termination. The Public Defenders shall continue to perform the Public Defender's duties during said ninety (90) day period PROVIDED the District Court Judge approves the same. The Public Defenders shall be paid their regular monthly payment upon the next regular payment date.

IN WITNESS THEREOF, the parties have hereunder set their hand this _____ day of November, 2025.

CITY PUBLIC DEFENDERS:	CITY OF NEWPORT:
BRETT BILLINGSLEY, #32084 Attorney at Law	By: Keith Campbell Mayor
CARSON VAN VALKENBURG #48262	ATTEST:
Attorney at Law Derek Reid	Nickole North City Clerk/Treasurer
DEREK REID # 34186	

Attorney at Law

ORIGINAL

NP 2025-16

INTERLOCAL AGREEMENT FOR JAIL SERVICES FOR 2026-2028 BETWEEN THE CITY OF NEWPORT, WASHINGTON AND PEND OREILLE COUNTY, WASHINGTON

THIS INTERLOCAL AGREEMENT is made and entered into by and between Pend Oreille County, Washington, a political subdivision of the State Washington, hereinafter referred to as the "County," and the City of Newport, Washington, hereinafter referred to as the "City, each party having been duly organized and now existing under the laws of the State of Washington. Both parties may be referred to in this Agreement collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Pend Oreille County owns and, through the Pend Oreille County Sheriff's Office ("Sheriff") operates the Pend Oreille County Jail, located in Newport, Washington; and

WHEREAS, the City, whose law enforcement officers from time-to-time arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail services from the County for confinement of City prisoners; and

WHEREAS, the County has expressed a willingness to provide jail services to the City; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW) authorizes contracts for jail services made between a county and a city; and

WHEREAS, the County and the City desire to enter into this Agreement for the purposes of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of incarcerated individuals ("Inmates"); and

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

It is the purpose and intent of this Agreement that the County, through the Pend Oreille County Sheriff's Office (hereinafter "Sheriff's Office"), and the City, shall cooperate for the care and custody of adult male and female jail inmates pursuant to the authority of Chapters 39.34 and 70.48 RCW. This Agreement provides for the use by the City of the County's jail facilities and services at the County's Correctional facility located at 331 S. Garden Avenue, Newport, Washington 99156 (the "Jail").

II. EFFECTIVE DATE AND TERM

This Agreement shall be effective when both parties have duly executed this Agreement and shall continue through December 31, 2028, unless terminated earlier pursuant to the provisions of Section IX below, PROVIDED HOWEVER that each Party's obligation after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

Renegotiations as to the renewal of this agreement shall begin no later than one hundred and sixty (160) days prior to the expiration of this Agreement (Approximately July 23, 2028).

III. CONTROL OF JAIL

The City acknowledges the County's statutory responsibility for, ownership of, and operational control over the Jail. The County shall administer, manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws, policies, procedures, rules, and regulations. The City hereby consents and agrees that inmates committed to the Jail by the City are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement.

It is further understood by the parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein.

IV. ADMINISTRATORS AND NOTICE

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position to oversee and administer such party's participation in this Agreement. All written notices,

reports, and correspondence required or allowed by this Agreement shall be sent to the following individuals:

City of Newport:

Primary Contact: Newport Police Department

Wade Nelson, Chief of Police 200 S. Washington Avenue Newport, Washington 99156 Phone: (509) 447-5611

Fax: (509) 447-2226

Secondary Contact: City of Newport

Abby Gribi, City Administrator 200 S. Washington Avenue Newport, Washington 99156 Phone: (509) 447-5611

Fax: (509) 447-2226

Pend Oreille County:

Primary Contact: Pend Oreille County Sheriff's Office

Glenn Blakeslee, Sheriff

331 S. Garden, Newport, WA 99156

P.O. Box 5075

Phone: (509) 447-3151 Fax: (509) 447-5261

Secondary Contact: Pend Oreille County Sheriff's Office

Bill Zamora, Corrections Captain 331 S. Garden, Newport, WA 99156

P.O. Box 5079

Phone: (509) 447-1918 Fax: (509) 447-0248

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

V. SCOPE OF SERVICES

As described in this Section V and subject to the conditions set forth in Section VI below, the County will accept the City's inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such inmates until such time as they are lawfully discharged from custody pursuant to law, or the terms of a judicial Order of Commitment, and/or returned to the custody of the City.

- A. <u>Definitions:</u> The parties hereby agree that the following terms shall have the specified meaning unless indicated otherwise herein:
 - 1. County: Pend Oreille County.
 - 2. <u>Facility/Jail:</u> The Pend Oreille County Correctional Facility located at 331 S. Garden Ave., Newport, Washington is operated by the County for the housing of adult inmates.
 - 3. <u>Inmate:</u> means an adult person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Pend Oreille County Jail or house by the Jail for a misdemeanor or gross misdemeanor offenses that allegedly occurred within the City.
 - 4. City: City of Newport.
- B. <u>Target Population</u>. Inmates transferred to the County shall be those who have been sentenced for commission of a crime or held on a pretrial bail or mandatory hold pending resolution of the charges. The County reserves the right to refuse to house inmates pursuant to this Agreement based upon jail capacity, safety concerns, inmate behavior or other reasons within the discretion of the Sheriff or his designee. The County will immediately advise the City when the jail is at maximum inmate capacity or an inmate is refused housing.
- C. <u>Inmate Housing</u>. The County shall confine and supervise the City's inmates who are transferred to the County Jail pursuant to this Agreement. The City's inmates may be integrated with the County's jail population. Female inmates, if any, may also be integrated with the County's female jail population. The County shall provide inmate services to the City's inmates in the same manner and to the same extent as the County furnishes for the confinement of its own inmates.

- D. <u>City Access to Inmates.</u> The City, its officers, employees, or agents, may interview its inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.
- E. <u>Orientation and Rules</u>. Upon an immate's arrival at the Jail, the County shall conduct an NCIC check and provide an orientation for the immate as if the immate were a County immate. This orientation may address the following conditions at the County Jail:
 - 1. Facility rules and disciplinary procedures;
 - 2. Medical care availability; and
 - 3. Visitation rules.

VI. CONDITIONS OF ACCEPTANCE OF THE CITY'S INMATES

The County shall provide Services to the City subject to the conditions set forth in this Section VI. Should the County, in its sole discretion, decline to accept or retain custody of an inmate of the City's for any of the reasons identified in this Section VI, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately to the arresting officer in person but in any case, will be provided no later than 5:00 p.m. the next business day as follows:

City's contact person/contact information insert below:

Newport Police Department Wade Nelson, Chief of Police 200 S. Washington Avenue Newport, Washington 99156

Phone: (509) 447-5611 Fax: (509) 447-2226

Acceptance of the City's inmates into the Jail shall be conditioned upon the following:

A. <u>Obligation to Abide by Policies and Procedures.</u> The City, its officers, employees and agents shall follow all Jail policies and procedures.

- B. <u>Documentation for Legal Basis for Confinement.</u> Absent proper documentation providing a legal basis for confining the City's inmate(s), the County will have no obligation to receive the inmate into custody.
 - 1. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or properly completed citation and/or probable cause statement.
 - 2. Copies of all arrest reports, citations and other pertinent information regarding the individual being booked will be presented to Jail Staff by the arresting officer immediately after the prisoner is received by the County Jail.
- C. <u>Health Care Clearance</u>. The County will have no obligation to receive into custody or retain custody of the City's inmate absent a determination, on an ongoing basis, by Jail staff that the inmate is (a) medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Correction's Captain shall have final authority to determine whether the City's inmates are medically and/or psychiatrically fit for Jail.
- D. City prisoners committed to the Jail will be subjected to the same rules and regulations required of other prisoners in the Jail.
- E. The County agrees that all City confined prisoners that are directed to appear before a Pend Oreille County court, will be escorted and monitored by the Pend Oreille County Sheriff's Office at no additional cost to the City.
- F. Population Limits. The County shall have the right to return the City's inmates to the City's custody if the Jail reaches the maximum allowable population level (the 'MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates but may also be applied to specific populations of inmates (i.e., security level, medical need, mental health housing, etc.). The Pend Oreille County Sheriff or his designee shall determine, in his or her discretion,

the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- 1. Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- 2. Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
- 3. Inmates confined on Pend Oreille County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that the City's inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove inmates.

VII. HEALTH CARE AND ASSOCIATED COSTS

- A. <u>Health Care of the City's Inmates.</u> Pursuant to RCW 70.48.130, all City inmates confined in the Pend Oreille County Jail pursuant to the terms of this Agreement shall receive those medical services provided to the other County inmates. The County, in conjunction with providing medical services, has the full authority to order City inmates having health care needs to existing public or private health care facilities. The Pend Oreille County Sheriff will attempt to obtain prior approval from the City for all specialty referrals to either public or private health care providers unless the jail staff or its medical director determines that an emergency exists, in which instance no prior approval will be necessary.
- B. The County shall determine whether the inmate is eligible for medical care programs authorized under Chapter 74.09 RCW, administered through the Department of Social and Health Services. In such circumstances, the Department of Social and Health Services shall directly reimburse the provider of medical care.
- C. In general, any and all medical expenses incurred under the provisions of this paragraph including medical expenses necessitated by a City

inmate inflicting harm upon himself or herself, including physicians and all hospital and clinic costs, shall be the sole responsibility of the City and not the County. However, medical expenses incurred as the result of an accident within the jail facility while the City inmate is in custody shall be the responsibility of the County.

D. Medical Billings. Medical bills for the City's inmates per the above provisions shall be paid by the County per its existing contracts with the service providers. The County may obtain reimbursement from the inmate for the cost of health care services not provided under Chapter 74.09 RCW, including reimbursement from any insurance program available to the inmate. The City shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the County, its employees, subcontractors, or for care which could have foreseeably been prevented. Self-inflicted injuries and treatment of such injuries shall be the responsibility of the City. The County shall then bill the City for reimbursement on a monthly basis not to exceed ninety (90) days.

Medical bills shall be forwarded to:

Newport Police Department 200 S. Washington Avenue Newport, Washington 99156 Phone: (509) 447-5611

Fax: (509) 447-2226

VIII. COMPENSATION FOR SERVICES

The City agrees to pay Pend Oreille County the amounts listed herein for the Jail Services as set forth in this Agreement.

- A. For calendar year 2026 \$69,995.00
- B. For calendar year 2027 \$71,395.00
- C. For calendar year 2028 \$72,823.00

The City shall remain liable for complete and timely payment of all amounts invoiced. The Pend Oreille County Sheriff's Office shall invoice the City annually and the City will remit payment monthly in equal installments.

IX. TERMINATION

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. <u>Termination by Mutual Agreement.</u> This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, the City agrees to remove its inmate(s) from Pend Oreille County Jail. In the event of termination of this agreement, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated. Upon termination of this agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanors, and court committed inmates. The City would be responsible for all transportation, housing, medical and supervision costs for such inmates.

X. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

For the purposes of this Section, the terminology "County" shall also include the "Sheriff."

- A. The City shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the City, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the City, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false arrest, false imprisonment and violations of prisoners' constitutional and/or civil rights based on acts or omissions of the City. Further, the City specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.
- B. The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the County, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, its agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false imprisonment and violations of prisoners' Constitutional and/or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City's right to indemnification.

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- C. If the comparative negligence of the City and County, and their officers and employees, is at issue, the liability, loss, cost, or expense, including but not limited to attorney fees and related costs shall be shared between the City and the County in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion as agreed to by the parties of this Agreement or determined by a court of competent jurisdiction.
- D. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. <u>Insurance Requirement</u>. The County and the City shall maintain and provide evidence of liability coverage.
- F. The terms of this section X, "INDEMNIFICATION, HOLD HARMLESS AND INSURANCE," shall survive the termination or expiration of this Agreement.

XI. DISPUTE RESOLUTION

It is the intent and purpose of all parties to this Agreement to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this Agreement, the matter may be submitted by either party for binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this Agreement shall remain in full force and effect throughout the duration of this Agreement.

XII. <u>GENERAL PROVISIONS</u>

A. <u>Entire Agreement</u>; <u>Amendment</u>. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding this subject matter contained herein.

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

B. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington.

The parties agree that any action relating to this agreement shall be instituted in accordance with RCW 36.01.050 and Chapter 4.12 RCW. In the event of that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all cost of such lawsuit, including reasonable attorney's fees.

- C. <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- D. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- E. <u>No-Waiver</u>. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- F. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any

- attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- G. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement behalf of the party for whom he or she purports to sign this Agreement.
- H. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent or employee of the City. Neither the City, nor any agent or employee of the City, shall be deemed to be an agent or employee of the County. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance. The County shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County, nor the City, shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.
- I. <u>No Joint Venture.</u> Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
- J. <u>No Separate Entity Necessary.</u> The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- K. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- L. <u>Non-Discrimination</u>. The County and the City agree not to discriminate in the performance of this Agreement because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

- M. No Third-Party Beneficiaries. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- N. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitations, force majeure, strikes, pandemics, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all faculties and operations have been repaired and/or restored.
- O. <u>Filing.</u> This Agreement shall be filed with the Pend Oreille County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- P. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.
- Q. <u>Execution in Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[executed pages with signatures is attached]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body on the dates indicated below.

CITY OF NEWPORT PEND OREILLE COUNTY, WASHINGTON

Dated:
Keith Campbell, Mayor
ATTEST:
Nickole North, Clerk-Treasurer
APPROVED AS TO FORM:
Megan Clark, City Attorney

Dated this d	ay of	, 2025
		BOARD OF COUNTY COMMISSIONERS
		PEND OREILLE COUNTY, WASHINGTON
		John Gentle, Chair
		Brian Smiley, Vice-Chair
		Robert Rosencrantz, Commissioner
		,
ATTEST:		
Crystal Zieske, Clerk of	the Board	
RECOMMENDED FOR	. SIGNATU	RE BY:
	11 0	G1'CC
Glenn Blakeslee, Pend O	reille Count	y Sneriπ
APPROVED AS TO FO	RM:	
Dolly N. Hunt, Prosecuti	ng Attorney	

INTERLOCAL GOVERNMENTAL CONTRACT FOR

DISPATCH COMMUNICATION SERVICES

BETWEEN

THE CITY OF NEWPORT, WASHINGTON AND PEND OREILLE COUNTY

January 1, 2026 - December 31, 2028

ARTICLE I

PURPOSE OF CONTRACT / AUTHORITY

- 1. Pend Oreille County has an established 24-hour Dispatch Communication facility operated through the Pend Oreille County Sheriff's Office. The parties believe it is in the public interest to make these services available to the City of Newport on a contractual basis as set forth herein.
- 2. Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services.

ARTICLE II PART I

DISPATCH COMMUNICATION SERVICES

Both parties agree to abide by the policies and procedures established by the County governing the use of the radio and law enforcement information and reporting systems.

The Sheriff agrees to perform and provide the following services:

- 1. Twenty-four (24) hour dispatching, and related record keeping services at the same standard as provided to Sheriff's Officers;
- 2. Twenty-four (24) hour access to the following criminal justice data bases: NCIC / WACIC / Access;
- 3. Receive City citizen complaints/calls for service and dispatch them to City officers.
- 4. Maintain adequate dispatching records;

- 5. Place telephone calls when City officers are in the field and the urgency of the information requires immediate action and response.
- 6. Maintain a record of City outstanding warrants.
- 7. Twenty-four (24) hour Fire and EMS communications and dispatch service at the same standard as provided to the Pend Oreille County Fire Districts.

PART II

COSTS AND PAYMENTS FOR SHERIFF'S DISPATCH COMMUNICATION SERVICES

The City agrees to pay Pend Oreille County the amounts listed herein for the Sheriff's services set forth in Article II, Part I of this Agreement:

For calendar year beginning January 1, 2026

\$61,428.00

For calendar year beginning January 1, 2027

\$62,657.00

For calendar year beginning January 1, 2028

\$63,910.00

The City shall remit payment monthly.

ARTICLE III PART I

DISPUTE RESOLUTION

It is the intent and purpose of all parties to this contract to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this contract, the matter may be submitted by either party for binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Except for the specific terms and/or conditions in dispute, all other terms and

conditions outlined in this contract shall remain in full force and effect throughout the duration of this contract.

PART II

HOLD HARMLESS

- 1. The City shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the City, its officials, agents, employees or officers, including liability arising out of unlawful or claim of unlawful acts, under this contract, by the City, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees, officials or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, officials and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include acts or omissions of the City. Further, the City specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.
- 2. The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to attorney's fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers including liability arising out of unlawful or claim of unlawful acts under this contract, by the County, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, its agents, employees, officials and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City's right to indemnification.

PART III

GENERAL COMPONENTS

- 1. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- 2. No agent, employee, or representative of the City shall be deemed to be an employee, agent, or representative of Pend Oreille County for any purpose whatsoever.
- 3. No agent, employee or representative of Pend Oreille County shall be deemed to be an employee, agent or representative of the City for any purpose whatsoever.
- 4. Each party agrees to aid and assist the other in accomplishing the objectives of this contract.
- 5. This contract supersedes all prior agreements and contracts for Sheriff's Dispatch Communication services.

PART IV

MODIFICATION / TERMINATION

- 1. Changes or modifications to this contract may only be made upon mutual agreement by the parties, in writing, signed and attached hereto.
- 2. This contract may be terminated by the City, the Pend Oreille County Sheriff, or the County only with cause, provided that the party requesting termination gives ninety (90) days written notice of its intent to terminate.
- 3. Re-negotiations shall begin no later than one-hundred and twenty (120) days prior to the expiration of this contract.

ARTICLE IV

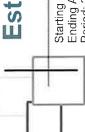
EFFECTIVE DATE OF CONTRACT

This contract shall be in full force and effect from January 1, 2026 through December 31, 2028.

Signatures follow on the next page

IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

PEND OREILLE COUNTY BOARD OF COMMISSIONERS	CITY OF NEWPORT
John Gentle, Chair	Keith Campbell, Mayor
Brian Smiley, Vice-Chair	
Robert Rosencrantz, Member	
ATTEST:	ATTEST:
Crystal Zieske, Clerk of the Board	Nickole North, City Clerk
RECOMMENDED FOR SIGNATURE BY:	
Glenn Blakeslee, Sheriff	



Estimated Revenue

Starting Account Number: 001-000-000-311-10-00-00 General Prop Taxes 69% Ending Account Number: 633-000-100-308-31-00-00 Beginning Restricted Balance Period: 2025

Account Number	Description	Budgat 2024	Actual 2024	Budget 2025	Actual 2025	Budget 2026
Current Expense Revenue Taxes 001-000-000-311-10-00-00 001-000-000-313-11-00-00	General Prop Taxes 69% 70% ★ Local Retail Sales Tax 30%	\$392,000.00 \$190,000.00	\$388,054.76 \$229,798.56	\$375,000.00 \$226,000.00	\$381,423.27 \$178,116.06	\$396,000.00 \$226,000.00
001-000-000-313-11-00-01 001-000-000-313-11-00-02 001-000-000-313-11-00-03	Opt Retail Sales Tax 30% Retail Sales Tax RV Park Opt Retail Sales Tax RV Park	\$190,000.00 \$0.00 \$0.00	\$229,798.57 \$0.00 \$0.00	\$226,000.00	\$178,116.06 \$0.00 \$0.00	\$226,000.00 \$0.00 \$0.00
001-000-000-313-71-00-00 001-000-000-316-47-00-00 001-000-000-316-47-00-01 001-000-000-317-20-00-00	Local Criminal Justice Utility Tax-Phone 6% Utility Tax - PUD 6% Excise Taxes in Lieu of Property	\$30,000.00 \$34,000.00 \$236,000.00 \$1,000.00	\$37,685.46 \$33,386.25 \$226,150.86 \$647.17	\$35,000.00 \$34,000.00 \$245,000.00 \$1,000.00	\$29,141.65 \$23,745.71 \$221,474.57 \$655.49	\$38,000.00 \$34,000.00 \$225,000.00 \$1,000.00
Total Taxes	×g	\$1,073,000.00	\$1,145,521.63	\$1,142,000.00	\$1,012,672.81	\$1,146,000.00
Licenses and Permits 001-000-000-321-30-00-00 001-000-000-321-91-00-00 001-000-000-321-99-00-00 001-000-000-322-10-00-00 Total Licenses and Permits	Temporary Permit/Fireworks Permit Franchise Fee Cable Business Licenses Building Permits Animal Licenses	\$500.00 \$6,000.00 \$3,000.00 \$25,000.00 \$4,500.00 \$39,000.00	\$320.00 \$4,672.37 \$5,640.01 \$33,164,66 \$3,740.00 \$47,537.04	\$500.00 \$4,500.00 \$5,500.00 \$30,000.00 \$4,500.00	\$240.00 \$400.50 \$6,448.35 \$38,562.88 \$3,341.67 \$48,993.40	\$500.00 \$0.00 \ \$8,000.00 \$4,000.00 \$52,500.00
Intergovernmental Revenues 001-000-000-333-20-20-50	WSDOT TAPR Park Sidewalk &	\$0.00	\$0.00	\$100,000.00	\$67,274.22	\$0.00
001-000-000-334-04-20-00	Dept of Commerce GMA Update (PUG)	\$0.00	\$0.00	\$100,000.00	\$32,000.00	\$100,000.00
001-000-000-334-04-20-02	Dept of Commerce Climate Planning	\$0.00	\$0.00	\$100,000.00	\$30,000.00	\$100,000.00
001-000-000-334-04-20-03 001-000-000-335-00-91-00 001-000-000-336-00-98-00 001-000-000-336-06-21-00 001-000-000-336-06-26-00	Dept of Commerce PWB PUD Privilege Tax Reet City Assistance CJ - Population CJ Special Program Marijuana Excise Tax	\$0.00 \$30,000.00 \$94,000.00 \$1,000.00 \$3,000.00	\$28,536.11 \$79,910.44 \$1,000.00 \$2,880.40 \$31,918.83	\$920,000.00 \$30,000.00 \$72,000.00 \$1,000.00 \$3,000.00 \$28,000.00	\$0.00 \$28,536.11 \$61,016.57 \$1,000.00 \$3,017.27 \$24,863.05	\$920,000.00 \$30,000.00 \$82,000.00 \$1,000.00 \$3,000.00
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Estimated Revenue

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Estimate	

Account Number	Description	Budger	Actual	Budget	Actual	Budget
		2024	2024	2025	2025	2026
001-000-000-336-06-51-00	DUI Cities	\$500.00	\$208.81	\$500.00	\$210.81	\$500.00
001-000-000-336-06-94-00	Liquor Excise Tax	\$15,000.00	\$14,790.43	\$15,000.00	\$13,912.33	\$15,000.00
001-000-000-336-06-95-00	Liquor Profits	\$18,000.00	\$16,192.49	\$17,000.00	\$11,965.80	\$17,000.00
001-000-000-337-00-00-00	Local Grants, Entitlements, Tribal	\$12,000.00	\$11,787.94	\$0.00	\$4,625.52	\$2,500.00
Total Intergovernmental		\$183,500.00	\$187,225.45	\$1,386,500.00	\$278,421.68	\$1,304,000.00
Charges for Goods and						
Services		00000	6	00 003	40000	\$500 00
001-000-000-341-81-00-00	Photocopying	\$500.00 \$27,000.00	\$50.50 107.01	00.000 00 €1÷	\$Z\$.93	00.000¢
001-000-000-342-10-00-00	SKO Keimbursement NSD	\$35,000.00	\$59,437.25	00.000,Tc\$	08.708,8c¢	00.000,004
001-000-000-345-23-00-00	Animal Control Fees	00.000\$	\$30.00	00.006\$	\$0.00	00.006\$
001-000-000-345-81-00-00	Zoning & Subdivision	\$20,000.00	\$15,407.60	\$20,000.00	\$12,162.90	\$20,000.00
001-000-000-345-83-00-00	Plan Checking	\$10,000.00	\$7,223.78	\$10,000.00	\$14,874.29	\$17,000.00
001-000-000-345-86-00-00	SEPA Related Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-347-30-00-00	Park Reservation Fees	\$1,500.00	\$1,390.00	\$2,000.00	\$840.00	\$2,000.00
001-000-000-347-30-00-01	RV Park Reservation Fees	\$20,500.00	\$26,545.00	\$30,000.00	\$21,770.32	\$25,000.00
001-000-000-347-30-00-02	RV Park Dump Fees	\$0.00	\$0.00	\$0.00	\$700.00	\$1,000.00
Total Charges for Goods and Services		\$88,000.00	\$110,084.13	\$114,000.00	\$109,344.32	\$126,000.00
Fines and Penalties						
001-000-000-354-00-00-00	Parking Infraction Penalty	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
001-000-000-357-37-00-00	District Court Recoupment	\$20,000.00	\$12,555.46	\$15,000.00	\$18,319.07	\$25,000.00
001-000-000-359-00-00-01	False Alarm Penalties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-359-90-00-00	NSF Check Charges	\$500.00	\$315.00	\$500.00	\$560.00	\$1,000.00
Total Fines and Penatties		\$21,000.00	\$12,870.46	\$16,000.00	\$18,879.07	\$26,500.00
Miscellaneous Revenues	v.					
001-000-000-361-10-00-00	Investment Interest	\$40,000.00	\$63,952.60	\$58,000.00	\$45,102.36	\$50,000.00
001-000-000-361-40-00-00	Interest on Sales Tax	\$1,000.00	\$2,414.94	\$2,500.00	\$1,656.53	\$2,500.00
001-000-000-362-00-00-00	Rents & Leases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-362-00-00-01	Cell Tower Lease	\$21,500.00	\$19,537.98	\$21,500.00	\$20,106.36	\$25,000.00
001-000-000-367-00-00-00	Contributions and Donations Non	\$0.00	\$500.69	\$0.00	\$300.00	\$0.00
001-000-000-369-10-00-00	Sale of Surplus Property	\$0.00	\$3,150.00	\$0.00	\$3,600.00	\$0.00
001-000-369-80-00-00	Cash Adjustments	\$0.00	(\$7.86)	\$0.00	\$18.19	\$500.00
001-00-369-01-00	Miscellaneous Bevenue New	\$1,000,00	\$5 660 48	\$1,000,00	\$1,618.86	\$2,500.00
Total Miscellaneous		\$63,500.00	\$95,208.83	\$83,000.00	\$72,402.30	\$80,500.00
Revenues						
Nonrevenues	:	000	() () () () () () () () () ()	C C C C C C C C C C C C C C C C C C C	, c	0000
001-000-000-382-10-00-00	Park Deposits	\$1,500.00	\$1,750.00	\$1,500.00	\$1,550.00	\$2,000.00
Total Nonrevenues	Notice Board Deposit	\$1,500.00	\$1,750.00	\$2,000.00	\$1,550.00	\$2,500.00
Lating O to moiting and O						
Disposition of Capital Assets						

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Account Number	Description	Budget 2024	Actual 2024	Budget 2025	Aetual 2025	Budget 2026
001-000-000-395-10-00-00	Proceeds from Sale of Capital	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00
001-000-000-395-20-00-00 001-000-000-395-20-00-01 Total Disposition of Capital Assets	Assets Loss of Cap Assets-Insurance Loss of Cap Assets Other	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$400.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
Transfer In 001-000-000-397-00-00-01 001-000-000-397-00-002 Total Transfer In	T/I from 410/411 W/S Tax T/I From 410/411 Office Lease	\$360,500.00 \$12,000.00 \$372,500.00	\$356,332.19 \$12,000.00 \$368,332.19	\$371,000.00 \$12,240.00 \$383,240.00	\$303,816.55 \$12,240.00 \$316,056.55	\$396,000.00 \$13,000.00 \$409,000.00
Total Revenue Beginning Cash 001-000-100-308-91-00-00 Total Beginning Cash Total Current Expense	Beginning Unassigned Balance	\$1,842,000.00 \$1,364,000.00 \$1,364,000.00 \$3,206,000.00	\$1,968,929.73 \$1,249,917.82 \$1,249,917.82 \$3,218,847.55	\$3,171,740.00 \$1,482,000.00 \$1,482,000.00	\$1,858,320.13 \$1,349,786.97 \$1,349,786.97 \$3,208,107.10	\$3,147,000.00 \$1,432,500.00 \$1,432,500.00 \$4,579,500.00
Street Fund Revenue Taxes 101-000-000-311-10-00-00 101-000-000-313-11-00-01 101-000-000-313-11-00-01 Total Taxes	Gen Prop Taxes 31% 30% * Local Retail Sales Tax 20% Opt Retail Sales Tax 20% Garbage Util Tax 10%	\$178,000.00 \$133,000.00 \$133,000.00 \$52,000.00	\$178,150.07 \$124,012.23 \$124,012.24 \$51,851.40 \$478,025.94	\$175,000.00 \$135,000.00 \$135,000.00 \$53,000.00	\$171,364.06 \$118,744.04 \$118,744.06 \$45,532.61 \$454,384.77	\$185,000.00 \$136,000.00 \$136,000.00 \$60,000.00
Intergovernmental Revenues 101-000-000-334-03-80-04 101-000-000-336-00-71-00 101-000-000-336-00-87-00 101-000-000-337-00-001	TIB Chip Seal Project Multimodal Transportation Motor Vehicle Fuel Tax PO CO Regional STP	\$224,173.00 \$3,000.00 \$41,000.00 \$21,000.00	\$224,173.00 \$2,749.89 \$37,967.66 \$18,850.09 \$283,740.64	\$238,629.00 \$3,000.00 \$40,000.00 \$20,000.00	\$215,989.37 \$2,032.01 \$30,719.51 \$21,689.61 \$270,430.50	\$0.00 \$3,000.00 \$40,000.00 \$25,000.00
Charges for Goods & Services 101-000-000-344-10-00-00 Total Charges for Goods & Services	Street Maint/Repair/Const Svcs	\$4,000.00 \$4,000.00	\$4,082.96 \$4,082.96	\$0.00 \$0.00	\$1,389.11 \$1,389.11	\$2,000.00 \$2,000.00
Miscellaneous Revenues 101-000-000-361-10-00-00 101-000-000-367-11-00-00 Other Miscellaneous	i Investment Interest Gifts/pledges/grants-Private	\$29,000.00	\$31,976.14 \$0.00	\$29,000.00	\$28,790.04 \$0.00	\$31,000.00 \$0.00
Kevenues 101-000-000-369-10-00-00 101-000-000-369-91-00-00	Sale of Surplus Property Miscellaneous Income	\$0.00	\$377.75 \$0.00	\$0.00	\$452.20 \$0.00	\$0.00

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Account Number	Description	Budget 2024	Actual 2024	Budget 2025	Actual 2025	Studget 2026
Total Miscellaneous		\$29,000.00	\$32,353.89	\$29,000.00	\$29,242.24	\$31,000.00
Neverlues Total Other Miscellaneous Revenues		\$0.00	\$377.75	\$0.00	\$452.20	\$0.00
Other Financing Sources 101-000-000-395-20-00-00 101-000-000-395-20-00-01	Loss of Cap Assets - Insur. Loss of Cap Assets - Other	00.0\$	\$350.00	\$0.00	\$0,00	\$0.00
ransier in 101-000-000-397-00-003 Total Transfer In	Transfer In from Fund 103	\$15,654.00 \$15,654.00	\$15,654.00 \$15,654.00	\$12,559.00 \$12,559.00	\$0.00 \$0.00	\$0.00 \$0.00
Total Other Financing Sources		\$15,654.00	\$16,004.00	\$12,559.00	\$0.00	\$0.00
Total Revenue		\$833,827.00	\$814,207.43	\$841,188.00	\$755,446.62	\$618,000.00
Beginning Cash 101-000-100-308-31-00-01	Beginning Restricted Bal - Street	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
101-000-100-308-51-00-00 Total Beginning Cash	Beginning Assigned Balance	\$557,000.00 \$632,000.00	\$567,899.48 \$642,899.48	\$658,000.00 \$ 733,000.00	\$745,495.85 \$820,495.85	\$1,129,000.00 \$1,204,000.00
Total Street Fund		\$1,465,827.00	\$1,457,106.91	\$1,574,188.00	\$1,575,942.47	\$1,822,000.00
Real Estate Excise Tax Revenue						
103-000-000-318-34-00-00 103-000-000-318-35-00-00 Total Taxes	Reet 1 Capital Projects Reet 2 Cap Facility Plan	\$45,000.00 \$45,000.00 \$90,000.00	\$47,864.55 \$47,864.49 \$95,729.04	\$45,000.00 \$45,000.00 \$90,000.00	\$45,962.87 \$45,962.83 \$91,925.70	\$50,000.00 \$50,000.00 \$100,000.00
Miscellaneous Revenues 103-000-000-361-10-00-00 Total Miscellaneous Revenues	Investment Interest	\$9,000.00 \$0.000.00	\$17,348.29 \$17,348.29	\$16,000.00 \$16,000.00	\$14,531.96 \$14,531.96	\$16,000.00 \$16,000.00
Total Revenue		\$99,000.00	\$113,077.33	\$106,000.00	\$106,457.66	\$116,000.00
Beginning Cash 103-000-100-308-51-00-01 103-000-100-308-51-00-02 Total Beginning Cash	Beg. Assigned Bal. Reet1 Beg. Assigned Bal. Reet2	\$177,375.00 \$145,125.00 \$322,500.00	\$175,207.65 \$142,278.54 \$317,486.19	\$220,000.00 \$150,000.00 \$370,000.00	\$217,087.81 \$149,309.98 \$366,397.79	\$251,000.00 \$193,000.00 \$444,000.00
Total Real Estate Excise Tax		\$421,500.00	\$430,563.52	\$476,000.00	\$472,855.45	\$560,000.00
Tourism Promotion Revenue Taxes						
109-000-000-313-31-00-00 109-000-000-313-31-00-01 Total Taxes	Hotel/Motel Lodge/Stadium RV Park Lodging Tax	\$17,000.00 \$0.00 \$17,000.00	\$16,296.97 \$0.00 \$16,296.97	\$17,000.00 \$0.00 \$17,000.00	\$17,420.85 \$455.60 \$17,876.45	\$20,000.00 \$500.00 \$20,500.00

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Account Number	Description	Budget 2024	Actual 2024	Budget 2025	Actual 2025	Budget 2026
Miscellaneous Revenues 109-000-000-361-10-00-00 109-000-000-367-00-00 Total Miscellaneous Revenues	Investment Interest Contributions & Donations	\$2,500.00 \$0.00 \$2,500.00	\$3,530.38 \$0.00 \$3,530.38	\$3,500.00 \$0.00 \$3,500.00	\$2,676.07 \$0.00 \$2,676.07	\$3,000.00 \$0.00 \$3,000.00
Total Revenue		\$19,500.00	\$19,827.35	\$20,500.00	\$20,552.52	\$23,500.00
Beginning Cash 109-000-100-308-51-00-00 Total Beginning Cash Total Tourism Promotion	Beginning Assigned Balance	\$67,000.00 \$67,000.00	\$65,770.47 \$65,770.47 \$85.597.82	\$77,000.00 \$77,000.00 \$97.500.00	\$70,839.62 \$70,839.62 \$91.392.14	\$85,000.00 \$85,000.00 \$108.500.00
Water Fund Revenue Intergovernmental						
kevenues 410-000-000-333-14-22-80	CDBG Planning Only Grant (HUD) -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-333-66-46-80	water Fran Opdate DWSRF Grant - Tank Rehab Droingt	\$0.00	\$0.00	\$0.00	\$0.00	\$844,421.00
Total Intergovernmental Revenues Water Sales	ental Refe Rate Study increase	\$0.0	300 = Cola	\$0.00	\$0.00	\$844,421.00
410-000-000-343-40-10-01 410-000-000-343-40-10-02 410-000-000-343-40-10-03 410-000-000-343-40-10-04	Basic Charges-Water Revenue Water Late Charges Water Connection Charges Water Equip Rental & Supplies	\$678,000.00 \$6,000.00 \$20,000.00 \$17,000.00	\$683,242.94 \$5,959.19 \$6,000.00 \$16.848.73	\$695,000.00 \$5,500.00 \$20,000.00 \$2,000.00	\$615,455.18 \$5,555.56 \$41,000.00 \$25,016,23	\$740,000.00 \$6,500.00 \$40,000.00 \$30,000.00
410-000-000-343-40-20-02 410-000-000-343-40-40-00 410-000-000-343-40-40-01	Metered Water Overage Auditor Filing/Recording Fees City Treasurer Admin Fees	\$373,000.00 \$500.00 \$500.00	\$345,259.67 \$39.00 \$75.00	\$350,000.00 \$500.00 \$500.00	\$307,559.26 \$54.00 \$75.00	\$380,000.00 \$500.00 \$500.00
410-000-000-343-40-40-02 410-000-000-343-40-91-00 Total Water Sales	Connection Fee Labor Water Water Turn On/Off Fee	\$0.00 \$1,500.00 \$1,096,500.00	\$0.00 \$1,404.55 \$1,058,829.08	\$0.00 \$1,000.00 \$1,074,500.00	\$0.00 \$1,310.90 \$996,026.13	\$0.00 \$1,500.00 \$1,199,000.00
Sewer Services 410-000-000-343-50-10-03 Total Sewer Services	Sewer Connection Charges	\$0.00 \$0.00	\$0.00 \$0.00	00.0\$	\$0.00 \$0.00	\$0.00 \$0.00
Miscellaneous Revenues 410-000-000-361-10-00 Contributions and Donations From Private	Investment Interest Water	\$73,000.00	\$68,378.94	\$61,000.00	\$51,038.89	\$55,000.00
Sources 410-000-000-367-11-00-00 Total Contributions and Donations From Private Sources	Gifts/pledges/grants-Private	00.0\$	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0. 00

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Revenue	
Estimated	

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Account Number	Desemblen.	Budger 2024	Actival 2024	Budgal 2025	Actual 2025	Budget. 2026
410-000-000-369-10-00-01 410-000-000-369-91-00-00 Total Miscellaneous Revenues	Sale of Surplus PropWater Miscellaneous Revenue Water New	\$0.00 \$0.00 \$73,000.00	\$0.00 \$0.00 \$68,378.94	\$0.00 \$0.00 \$61,000.00	\$0.00 \$0.00 \$51,038.89	\$0.00 \$0.00 \$55,000.00
Nonrevenues 410-000-000-382-10-00-00 Total Nonrevenues	Hydrant Meter Rental Deposit	\$3,000.00 \$3,000.00	\$3,000.00 \$3,000.00	\$1,500.00 \$1,500.00	\$3,000.00 \$3,000.00	\$3,000.00 \$3,000.00
Other Financing Sources 410-000-000-395-20-00-00 410-000-395-20-00-01	Loss of Cap Assets - Other Loss of Cap Assets-Insurance	\$0.00 \$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-397-00-00-01 410-000-000-397-00-00-04 Total Transfer In Total Other Financing	Opr. Transfer in T/I City Fire Hydrant Fees	\$0.00 \$11,500.00 \$11,500.00 \$18,000.00	\$0.00 \$10,820.00 \$10,820.00 \$16,981.22	\$0.00 \$11,000.00 \$11,000.00 \$11,000.00	\$0.00 \$10,820.00 \$10,820.00 \$10,820.00	\$0.00 \$11,000.00 \$11,000.00 \$11,000.00
Sources Total Revenue		\$1,190,500.00	\$1,147,189.24	\$1,148,000.00	\$1,060,885.02	\$2,112,421.00
Beginning Cash 410-000-100-308-31-00-00	Beginning Restricted Balance	\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00
410-000-100-308-51-00-00 Total Beginning Cash Total Water Fund	water Beginning Assigned Bal Water	\$1,265,000.00 \$1,380,384.00 \$2.570.884.00	\$1,077,998.04 \$1,193,382.04 \$2,340,571.28	\$1,300,000.00 \$1,415,384.00 \$2,563,384.00	\$1,191,037.67 \$1,306,421.67 \$2,367,306.69	\$1,423,016.00 \$1,538,400.00 \$3,650,821.00
Sewer Fund Revenue Intergovernmental Revenues						
411-000-000-334-03-10-00 Total Intergovernmental Revenues Sewer Services	DOE Funding - Master Sewer Plan 898 Reds X 8.00 X / 2	\$2,700,000.00 \$2,700,000.00 \$2,700,000.00	\$79,119.92 \$79,119.92 \$5, 728	\$2,700,000.00 \$2,700,000.00 3%= \$2%,	\$1,140,582.17 \$1,140,582.17 24 4	\$1,717,500.00 \$1,717,500.00
411-000-000-343-50-10-01 411-000-000-343-50-10-02	Basic Charges - Sewer Revenue +390 Sewer Late Fees	\$846,000.	10000	88	69	\$987,500.00 \$6,500.00
411-000-000-343-50-10-03 411-000-000-343-50-10-04 411-000-000-343-50-10-05	Sewer Connection Charges Idaho Sewer Charges Sewer Equip Rental & Supplies	\$30,000.00 \$120,000.00 \$0.00	\$10,000.00 \$86,876.75 \$869.98	\$30,000.00 \$80,000.00 \$1,000.00	\$68,000.00 \$79,619.75 \$4,569.61	\$60,000.00 \$95,000.00 \$10,000.00
411-000-000-343-50-20-02 411-000-000-34 <u>3</u> -50-40-00	Metered Sewer Overage Auditor Filing/Recording Fees	\$180,000.00 \$500.00	\$208,818.29 \$189.00	\$200,000.00 \$500.00	\$136,483.96 \$54.00	\$200,000.00 \$500.00
411-000-000-343-50-40-01 411-000-000-343-50-40-02 411-000-000-343-50-41-00 Total Sewer Services	Sewer City Treasurer Admin Fees Sewer Connection Fee Labor Sewer Fecal Coliform Testing	\$500.00 \$0.00 \$0.00 \$1,181,500.00	\$125.00 \$0.00 \$495.00 \$1,161,862.37	\$500.00 \$0.00 \$500.00 \$1,174,000.00	\$75.00 \$0.00 \$0.00 \$1,044,745.66	\$500.00 \$0.00 \$500.00 \$1,360,500.00

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Assount Number	Description	Budget 2024	Actual 2024	Budget 2025	Actual 2025	Budget 2026
Miscellaneous Revenue 411-000-000-361-10-00-00 411-000-000-367-00-00 411-000-000-369-10-00-02 411-000-000-369-91-00-00	Investment Interest Sewer 30% WBSD Portion of Debt Svc Sale of Surplus Property Sewer Misc Revenue Sewer	\$35,000.00 \$27,800.00 \$0.00 \$0.00	\$48,478.08 \$27,800.00 \$0.00 \$0.00	\$44,000.00 \$27,800.00 \$0.00 \$0.00	\$37,046.84 \$0.00 \$0.00 \$0.00	\$40,000.00 \$30,500.00 \$0.00 \$0.00
Total Miscellaneous Revenue		\$62,800.00	\$76,278.08	\$71,800.00	\$37,046.84	\$70,500.00
Other Financing Sources 411-000-000-395-20-00-00 411-000-000-395-20-00-01 Transfer In	Loss of Cap Assets - Other Loss of Cap Assets - Insur	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-397-35-00-00 Total Transfer In	Sewer Transfer In	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
Total Other Financing Sources		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue		\$3,944,300.00	\$1,317,260.37	\$3,945,800.00	\$2,222,374.67	\$3,148,500.00
Beginning Cash 411-000-100-308-31-00-00 411-000-100-308-31-00-01	Beginning Restricted Bal Sewer Beg Restricted Balance - Sewer	\$97,321.00 \$8,000.00	\$97,321.00	\$97,321.00 \$8,000.00	\$97,321.00 \$8,000.00	\$97,321.00 \$8,000.00
411-000-100-308-51-00-00 Total Beginning Cash	System improvements Beginning Assigned Bal Sewer	\$846,679.00 \$952,000.00	\$808,605.37 \$913,926.37	\$893,000.00 \$998,321.00	\$820,317.60 \$925,638.60	\$1,018,279.00 \$1,123,600.00
Total Sewer Fund		\$4,896,300.00	\$2,231,186.74	\$4,944,121.00	\$3,148,013.27	\$4,272,100.00
State and Local Clearing Fund Revenue 633-000-000-389-30-00-01	ا State Building Code Remit	\$0.00	\$425.50	\$0.00	\$444.00	\$0.00
633-000-000-389-30-00-02 633-000-000-389-30-00-03	State/County/City Reimbursment Leasehold Excise Tax Remit	\$0.00 \$0.00	\$17,236.61 \$0.00	\$0.00	\$28,847.22 \$0.00	\$0.00 \$0.00
633-000-000-389-30-00-04	Sales Tax RV Park RV Park Lodoing Tax	\$0.00	\$0.00	\$0.00	\$1,726.39 \$450.04	\$0.00
Total Revenue		\$0.00	\$17,662.11	\$0.00	\$31,467.65	\$0.00
Beginning Cash 633-000-100-308-31-00-00 Total Beginning Cash	Beginning Restricted Balance	\$0.00 \$0.00	(\$568.30) (\$568.30)	\$0.00 \$0.00	(\$50.00) (\$50.00)	\$0.00
Total State and Local Clearing Fund		\$0.00	\$17,093.81	\$0.00	\$31,417.65	\$0.00
Grand Totals		\$12,647,011.00	\$9,780,967.63	\$14,308,933.00	\$10,895,034.77	\$14,992,921.00

Budget Aetual	\$4,653,740.00	\$1,574,188.00	\$476,000.00	37.82 \$97,500.00 \$91,392.14	\$2,563,384.00	\$4,944,121.00		57.63 \$14,308,933.00 \$10,895,034.77
Actual	\$3,218,847.55	\$1,457,10	\$430,563.52	\$85,597.82	\$2,340,57	\$2,231,186.74	\$17,093.81	\$9,780,967.63
Sudget 2004	\$3,206,000.00	\$1,465,827.00	\$421,500.00	\$86,500.00	\$2,570,884.00	\$4,896,300.00	\$0.00	\$12,647,011.00
Description	Current Expense	Street Fund	Real Estate Excise Tax	Tourism Promotion	Water Fund	Sewer Fund	State and Local Clearing Fund	als
orals By Fund and Number	001-000-000-000-00-00	101-000-000-000-00-00	03-000-000-000-00-00	00-00-00-000-000-601	410-000-000-000-00-00	411-000-000-000-00-00	333-000-000-000-00-00	Grand Total

\$4,579,500.00 \$1,822,000.00 \$560,000.00 \$108,500.00 \$3,650,821.00 \$4,272,100.00 \$14,992,921.00

CITY OF NEWPORT, WASHINGTON RESOLUTION NUMBER 20251117

A RESOLUTION OF THE CITY OF NEWPORT ADOPTING AND AMENDING RATES AND CHARGES FOR WATER AND SEWER UTILITY SERVICES; ESTABLISHING SCHEDULE AND ESTABLISHING EFFECTIVE DATE

WHEREAS, the City of Newport, Pend Orielle 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 owns and operates a water and sewer utility system, and is entitled by way of RCW 35A.80.010 and Chapter 35.92 RCW to adopt water and sewer rates for its customers to provide utility services;

WHEREAS, the City needs to adequately provide for sewer and water infrastructure on an ongoing basis, and plan for future replacement of sewer and water infrastructure; and

WHEREAS, the City's utilities are expected to be financially self-sufficient and rate adjustments are necessary from time to time to properly maintain and operate the water and sewer utility system;

WHEREAS, the City has analyzed its operating, maintenance, and other costs associated with its water and sewer system and has determined there is a need to increase the rates by a minimum of the current average projected US Bureau of Labor Statistics COLA rate of 3% and adjusted a fraction of cents to round them to the nearest whole cents when calculated with tax; and

WHEREAS, the City has conducted a water rate study to evaluate whether the current utility rates are sufficient to meet its obligations and ensure the utility has stable operating reserves and at least a 3% increase annually is recommended unless the COLA is more; and

WHEREAS, based on engineer recommendation on past bonds, it is recommended the City increase the sewer rate by \$5.00 to repay the Department of Ecology 1st Phase Loan on the wastewater facilities upgrade as well as an existing \$1.00 increase to the sewer rate to repay the 2004 sewer bonds to ensure that current utility rates are sufficient to meet its obligations; and

WHEREAS, on November 17, 2025, the City Council held a public hearing to accept public comment concerning the proposed sewer and water utility rates; and

WHEREAS, the City Council finds it necessary and appropriate to adopt the below rates to reflect the increased costs associated with providing water and sewer utility services as well as the maintenance and operation of related public facilities and infrastructure, and the anticipated needs of the utilities.

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

Section 1. Rate Schedule. The following language:

WATER AND SEWER RATES & FEES

Residential ¾" Water Monthly Rate	10,000 Gallons	\$50.23
Residential I" Water Monthly Rate *	13,000 Gallons	\$65.26
Residential Multifamily 1" Water Monthly Rate	13,000 Gallons	\$65.26

Commercial ¾" Water Monthly Rate	10,000 Gallons	\$50.23
Commercial I" Water Monthly Rate	13,000 Gallons	\$65.26
Commercial l ½" Water Monthly Rate	20,000 Gallons	\$100.40
Commercial 2" Water Monthly Rate	27,000 Gallons	\$135.54
Commercial 3" Water Monthly Rate	40,000 Gallons	\$200.80
Commercial 4" Water Monthly Rate	53,000 Gallons	\$266.06 ⁷
Commercial 6" Water Monthly Rate	80,000 Gallons	\$401.60
Residential ¾" Sewer Monthly Rate	10,000 Gallons	\$74.18
Residential 1" Sewer Monthly Rate *	13,000 Gallons	\$96.46
Residential Multifamily 1" Sewer Monthly Rate	13,000 Gallons	\$96.46
Commercial 3/4" Sewer Monthly Rate	10,000 Gallons	\$74.18
Commercial 1" Sewer Monthly Rate	13,000 Gallons	\$96.46
Commercial 1 1/2" Sewer Monthly Rate	20,000 Gallons	\$148.40
Commercial 2" Sewer Monthly Rate	27,000 Gallons	\$200.34
Commercial 3" Sewer Monthly Rate	40,000 Gallons	\$296.80
Commercial 4" Sewer Monthly Rate	53,000 Gallons	\$393.26
Commercial 6" Sewer Monthly Rate	80,000 Gallons	\$593.60

^{*} This connection is not available for new connections only existing accounts.

Section 2 Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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 Resolution or its application to other persons or circumstances.

Section 3 Effective Date. This Resolution shall become effective on January 15, 2026.

PASSED by the City Council of the City of Newport, Washington, this 17th day of November 2025.

KEITH CAMPBELL, MAYOR	
ATTEST:	
NICKOLE NORTH, CITY CLERK	

RESOLUTION NO. 20251118

A RESOLUTION OF THE CITY OF NEWPORT REVOKING ALL PRIOR FEE RESOLUTIONS AND ADOPTING A NEW FEE SCHEDULE.

WHEREAS, the City of Newport has adopted a fee schedule, and

WHEREAS, it is deemed necessary to update the fee schedule,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF NEWPORT, WASHINGTON as follows:

SECTION 1: All prior fee resolutions are hereby revoked.

SECTION 2: The following schedule of fees is hereby adopted effective January 01, 2026 and shall remain in effect until amended or superseded by resolution of the Newport City Council.

SECTION 3. The City Administrator shall be authorized to make such interpretations as may be necessary to effectively administer the processing of permits in the City and may determine the fee for permits not specified in the following schedule.

CITY OF NEWPORT, WA FEE SCHEDULE

BUILDING, CONSTRUCTION, DEVELOPMENT AND ZONING FEES

Building Permit Fee *	See Resolution 20240417
Plan Review	65% of Bldg Permit Fee
New Build Mechanical	15% of building permit
New Build Plumbing	15% of building permit
Mechanical Permit Fee	\$165.00
Plumbing Permit Fee	\$165.00
Mobile Home Installation Permit (Per Section)	\$100.00
Certificate of Occupancy/Zoning Compliance*	\$75.00
Fence Permit	\$25.00
Clearing and Grading Permit*	\$25.00
Code Enforcement Action*	\$500/day
Code Interpretation*	\$75.00
Comprehensive Plan Amendment*	\$500.00
Conditional Use Permit Application *	\$400.00
Demolition Permit*	\$25.00

Development Code Amendment*	\$400.00
Fuel Tank Fee (installation of fuel storage tanks)	\$100.00
Future Land Use Map Amendment*	\$400.00
Environmental Impact Statement Fee (EIS) *	Actual Cost
Planned Development Approval (Preliminary and Fina	al)* \$1,500.00
Plat Approval (10 or more lots) (Preliminary and Final)* \$1,500.00
Plat Filing Time Extension *	\$250.00
Short Plat Application *	\$400.00
Plat Vacation or Alteration*	\$400.00
Pre Application Meeting*	\$500.00
Lot Line Adjustment *	\$50.00
Annexation Petition Fee *	\$600.00
Binding Site Plan Approval (Preliminary and Final)*	\$400.00
Reasonable Use Exception*	\$400.00
Site Specific Rezone Application *	\$400.00
RV Parks*	\$400.00
SEPA Checklist/Threshold Determination*	\$350.00
Shoreline Conditional Use Permit*	\$250.00
Shoreline Substantial Development Permit*	\$250.00
Shoreline Variance*	\$250.00
Shoreline Authorization*	\$75.00
Site Plan Review*	\$300.00
Street Vacations**	\$200.00
Temporary Use Permit*	\$20.00 per month
Variance Request Application *	\$350.00
Investigation Fees ***	\$ Equal to the amount of the permit fee
Notice Boards	\$50.00 refundable if returned

^{*} Plus actual costs incurred by City, such as plan review, notices, hearing examiner ,advertising, mailings engineering services, and recordings will be the responsibility of the applicant. Building permits are valid for 180 days. A one-time 180-day extension can be requested to administration. * Inspections reset 180 validity*

^{**} Plus compensation as determined by the City Council pursuant to RCW 35.79.030.

- *** 1. Investigation: Whenever any work for which a permit is required by the City of Newport Building Code has commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- *** 2. Fee: An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in this resolution. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

NOTE – There will be deposits collected for Master Land Use Applications. This is in addition to actual fees– (See application for list of deposits. Any deposits not used will be refunded to applicant)

~FEE REFUNDS~ - The Building Official may authorize the refunding of any fee paid hereunder, which was erroneously paid or collected.

FALSE ALARM PENALTIES

l ST response	Warning
2 nd response	\$50.00
3 rd response	\$100.00
4 th + response	\$150.00

(If not paid within 60 days there will be a 50% increase and the balance will be sent to collections.)

CODE ENFORCEMENT FEES

Dog Licenses – Spayed or Neutered	\$10.00	(Ord. #1079)
Dog Licenses – Not Altered	\$50.00	(Ord. #1079)
Dog Licenses Late Penalty (purchased after Feb. 28)	\$10.00	(Ord. #928)
Dog Impound	\$25.00	(Ord. #928)
Dog Boarding Costs per Day (City)	\$50.00	(Ord. #928)
Parking Penalties:		
Overtime/Overlimit – as otherwise legally park	\$20.00	
Overtime/Overlimit of city-wide 48 hour parking limit	\$40.00	
No Parking Zone/Spaces	\$40.00	
Other Parking Zones/Loading Zone Violations	\$30.00	
Failure to Display Disable Placard	\$10.00	
Right of Way Obstruction	\$85.00 + R	estitution (Ord. #1073)

BUSINESS LICENSE FEES:

General & Home Business License City Endorsement Fee

\$20.00

Non-Resident Business License:

- Under \$4,000.00 Annual Gross Revenue Within City Limits \$0.00
- Over \$4,000.00 Annual Gross Revenue Within City Limits \$20.00

(Threshold adjusted every 48 months per NMC 5.05.060(J))

COPYING, MAPS AND OTHER MISC. FEES

Photo Copying per Page	\$0.15
Envelope for Mailing	Actual Cost
Mailed Copies Postage	Actual Cost
Copy of Annual Budget	Actual Cost
Copy of Comprehensive Plan	Actual Cost
Copies per Page (outside printer)	Actual Cost
Police / Fire Reports per Page	\$0.15
Public Records Request Copies per Page	\$0.15
Digital Storage Copy	Actual Cost
Fax per Page	\$1.00
NSF Check Return Charge	\$35.00
Lien Filing Fee per lien	Actual cost plus \$25.00
Lien Release Fee per lien	Actual cost plus \$25.00
Maps – City 8 ½" by 11"	\$0.15
Maps – Cit ll" x l7"	\$1.00
Maps - City 20" x 30"	Actual Cost
Maps – City 3' x 5'	Actual Cost
Flood Zone Maps – Small	\$1.50
Zoning Maps – Small II" x 17"	\$1.00
Zoning Maps – Large 20" x 30"	Actual Cost

RENTAL OF CITY PARK AND OTHER FEES

Reservation Fee per Pre-Scheduled Reserved Small Event	\$35.00
Small Event Clean-Up Deposit (refundable if cleaned)	\$50.00

Special Event Reservation Fee Large Event (without electricity) \$75.00 per day

Special Event Reservation Fee Large Event (with electricity)	\$100.00 per day
Special Event Damage Deposit (refundable)	\$250.00
RV Park Fee Per Night	\$50.00
RV Park Reservation Fee (nonrefundable)	\$5.00
RV Park Cancellation Fee less than 24 hours	\$5.00
RV Dump Fee	\$20.00

UTILITY BUSINESS AND OCCUPATION TAX LEVIED

Telephone	6% of gross sales
Electricity & Electrical Energy	6% of gross sales
Natural, manufactured or mixed gas	6% of gross sales
Solid Waste	10% of gross sales
Franchise Fee (Cable)	5% of gross sales

WATER AND SEWER FEES

Water (no tax on installation charges)	18% of gross sales (4% = fire protection)
Sewer (no tax on installation charges)	16% of gross sales
Monthly outside residential water	Base water rate + 25%
Monthly outside residential sewer	Base sewer rate + 25%

Water Overage Rate -

- Tier 1 Base Water Rate per 1000 gallons + 50% for 30,000 gallons after allowed gallons
- Tier 2 Base Water Rate per 1000 gallons + 150% for add'l 50,000 gallons after 30,000+ allowed gallons
- Tier 3 Base Water Rate per 1000 gallons + 250% for additional gallons after 80,000+ allowed gallons

Sewer Overage Rate

- Tier 1 Base Sewer Rate per 1000 gallons + 50% for 30,000 gallons after allowed gallons
- Tier 2 Base Sewer Rate per 1000 gallons + 150% for additional gallons after 30,000+ allowed gallons

Water Late Fee	\$10.00
Sewer Late Fee	\$10.00
Shutoff fee for voluntary water turnoff	\$25.00

Door Shut Off Notice Fee	\$20.00
Meter Diagnostic Fee	\$40.00
Disconnect fee for nonpayment	\$30.00
Final Read Fee (2 nd request & each additional	al) \$40.00
Adjustment on leaks - 25% of the previous 2-	4 months water and sewer overage average
Water & Sewer Annual Payment	5% discount
Standby Water Fee (Commercial Fire Protect	ction Devices, ie. sprinklers) \$10.00
City Fire Hydrant Fee	\$15.00
Privately Owned Unmetered Fire Hydrants	\$15.00
(mFC)-06 – Fecal Coliform – per test	\$55.00
Office Rent (Water)	\$525.00 Month
Office Rent (Sewer)	\$525.00 Month
Water Meter Testing	Actual Cost
Water Meter & Parts	Cost plus 25%
Bulk Water Daily Fixed Charge	\$25.00
Bulk Water Weekly Fixed Charge	\$100.00
Bulk Water Monthly Fixed Charge	\$250.00
Bulk Water Fee (up to 10,000 gallons)	Minimum Cost of Water
Bulk Water Fee (over 10,000 gallons)	Water Overage Rate Tier 1-3
Bulk Water Hydrant Fee Deposit	\$1,500.00
Flat Water Rate (Construction Water) Base	e Rate of water connection size plus 10%

WATER AND SEWER CONNECTION CHARGES

Residential Water Connection Charge ¾" **	\$3,000.00
Residential ADU Water Connection ¾" **	\$1,500.00
Residential- Multifamily Water Connection Charge 1"**	\$4,000.00
Commercial Water Connection Charge ¾" **	\$3,000.00
Commercial Water Connection Charge 1" **	\$4,000.00
Commercial Water Connection Charge 1 ½ " **	\$6,000.00
Commercial Water Connection Charge 2" **	\$8,000.00
Commercial Water Connection Charge 3" **	\$12,000.00
Commercial Water Connection Charge 4" **	\$16,000.00
Commercial Water Connection Charge 6" **	\$24,000.00

Residential Sewer Connection Charge 3/4" **	\$5,000.00
Residential ADU Sewer Connection Charge ¾" **	\$2,500.00
Residential-Multifamily Sewer Connection Charge 1"	\$7,000.00
Commercial Sewer Connection Charge 3/4" **	\$5,000.00
Commercial Sewer Connection Charge I" **	\$7,000.00
Commercial Sewer Connection Charge 1 ½ " **	\$10,000.00
Commercial Sewer Connection Charge 2" **	\$13,000.00
Commercial Sewer Connection Charge 3" **	\$20,000.00
Commercial Sewer Connection Charge 4" **	\$27,000.00
Commercial Sewer Connection Charge 6" **	\$40,000.00

^{**}Connection charges and the cost of the meter must be paid at the time of permit issuance or connection to our service if no permit is required and <u>does not</u> include the actual costs for parts, material, labor and administration which will be charged in addition to the connection charges set forth above.

Penalty for violating any ordinance of the City except in cases where a different punishment is prescribed by any ordinance of the city is a fine not to exceed \$500.00 or by imprisonment not to exceed 30 days or both.

APPROVED AND ADOPTED THIS 17th Day of November, 2025.

BY: _		ATTEST:	
	Keith Campbell, Mayor	Nickole N	Jorth, Clerk/Treasure
By:			ĕ
Dy.	Approved as to form: Megan Clark, City Attorney		



CITY OF NEWPORT, WASHINGTON

RESOLUTION NO. 20251119 RCW 84.55.120

WHEREAS, the City of Newport has met and considered its budget for the calendar year 2026; and

WHEREAS, the City of Newport's actual levy amount from the previous year was \$590,000.00; and

WHEREAS, the population of this district is less than 10,000, and now, therefore,

BE IT RESOLVED by the City of Newport that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2026 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$5,900.00 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

By:		
	Keith Campbell, Mayor	
Attest:		
	Nickole North, Clerk/Treasurer	

Adopted this 17th day of November, 2025.

LEVY CERTIFICATION

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Nickole North, Clerk/Treasurer, for the City of Newport, do hereby certify to the Pend Oreille County legislative authority that the City Council of said district requests that the following levy amounts be collected in 2026 as provided in the city's budget, which was adopted following a public hearing held on November 17, 2025.

Regular Levy: Estimated levy/budget certification amount of \$610,000.00.

Excess Levy: \$ N/A

Refund Levy: \$ 465.50

Signature: Date: 11-17-2025

This document is a taxing district's official request, separate from the resolution/ordinance, for the revenue it needs to raise through the levying of property taxes to meet budgetary requirements. The budget/levy certification must be submitted to the County Legislative Authority on or before November 30 (RCW 84.52.020). The County Legislative Authority will then certify the requested amount to the assessor on or before November 30 (RCW 84.52.070).

For Assessor's Use Only

CITY OF NEWPORT VOUCHER REPORT

DATE: November 17th, 2025 (Second 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.

\$236,476.98	\$59,562.58	\$41,391.28	\$337,430.84
Claims Checks 67210—67244	EFT 2025 Nov 2nd Mtg: 1-14	Direct Pay 2025 Nov 2nd Mtg: 1-10	Grand Total of all Claims

Deputy City Clerk/Treasurer: 1. Hansen 1119125



Fiscal, 2025
Deposit Period: 2025 - November
Check Period: 2025 - November - 2nd Council Meeting

No.	Namo	Print Balo	Amening
Mountain West	51040005632		
Check			
67210	Action Auto Supply, Inc.	11/17/2025	\$830.34
67211	ARG Industrial	11/17/2025	\$368.80
67212	Barr Tech LLC	11/17/2025	\$2,496.42
67213	Big John's Spraying	11/17/2025	\$780.83
67214	Centennial Plaza Imp Assoc. or Sue Mauro	11/17/2025	\$2,581.78
67215	Code Publishing Company	11/17/2025	\$94.00
67216	Copper State Bolt & Nut	11/17/2025	\$352.33
67217	Custom Salt Solutions, LLC	11/17/2025	\$2,546.23
67218	Exbabyion LLC	11/17/2025	\$382.34
67219	Excess Inc	11/17/2025	\$163.41
67220	IBS, Inc	11/17/2025	\$888.70
67221	Interstate Concrete & Asphalt	11/17/2025	\$2,665.58
67222	J.A. Sewell & Assoc., LLC	11/17/2025	\$368.71
67223	Jonathan Swanson	11/17/2025	\$91.96
67224	JUB Engineers	11/17/2025	\$50,180.00
67225	Newport Miner	11/17/2025	\$355.60
67226	Newport Rodeo Assoc.	11/17/2025	\$2,000.00
67227	O'Reilly Auto Parts	11/17/2025	\$900.00
67228	Oxarc	11/17/2025	\$9,217.90
67229	Panhead Hill Cycle Supply	11/17/2025	\$371.70
67230	PO CO Corrections	11/17/2025	\$5,718.58
67231	PO CO Counseling Services	11/17/2025	\$260.88
67232	PO CO Dispatch Center	11/17/2025	\$5,018.67
67233	PO CO Solid Waste Div.	11/17/2025	\$689.82
67234	PO CO Treasurer	11/17/2025	\$209.45
67235	Quality Control Services Inc	11/17/2025	\$296.18
67236	Selkirk Ace Hardware	11/17/2025	\$1,533.45
67237	South Pend Oreille Fire & Rescue	11/17/2025	\$92,985.96
67238	State Treasurer	11/17/2025	\$2,312.41
67239	USA Bluebook	11/17/2025	\$820.69
67240	WABO	11/17/2025	\$109.00
67241	Wade Nelson	11/17/2025	\$53.07
67242	Washington State Patrol	11/17/2025	\$22,092.00
67243	Water Recovery Services Inc.	11/17/2025	\$25,848.00
67244	Western Systems	11/17/2025	\$883.13
Direct Pay 2025 Nov 2nd Mtg - 1	Billingsley, Brett -DIRECT PAY	11/17/2025	\$1,379.17

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Number	Name	Print Date	Clearing Date	Amount
Direct Pay 2025 Nov 2nd Mtg - 10	VanEtten, Paul -DIRECT PAY	11/17/2025		\$50.00
Direct Pay 2025 Nov 2nd Mtg - 2	Kimley-Horn and Associates, Inc DIRECT PAY	11/17/2025		\$32,000.00
Direct Pay 2025 Nov 2nd Mtg - 3	Law Offices of Joshua Maurer, PLLC - DIRECT PAY	11/17/2025		\$3,100.00
Direct Pay 2025 Nov 2nd Mtg - 4	North, David - DIRECT PAY	11/17/2025		\$50.00
Direct Pay 2025 Nov 2nd Mtg - 5	North, Nickole - DIRECT PAY	11/17/2025		\$50.00
Direct Pay 2025 Nov 2nd Mtg - 6	Reid Legal Office, PLLC - DIRECT PAY	11/17/2025		\$1,273.08
Direct Pay 2025 Nov 2nd Mtg - 7	SCJ Alliance - DIRECT PAY	11/17/2025		\$2,199.75
Direct Pay 2025 Nov 2nd Mtg - 8	Utilities Underground Location Center- DIRECT PAY	11/17/2025		\$16.20
Direct Pay 2025 Nov 2nd Mtg - 9	Van Valkenburg Law PS -DIRECT PAY	11/17/2025		\$1,273.08
EFT 2025 Nov 2nd Mtg - 1	AT&T Mobility - AUTO PAY	11/17/2025		\$1,048.89
EFT 2025 Nov 2nd Mtg - 10	Public Utility District - AUTOPAY	11/17/2025		\$8,475.45
EFT 2025 Nov 2nd Mtg - 11	State of WA - DOR EFT	11/17/2025		\$9,669.64
EFT 2025 Nov 2nd Mtg - 12	US Bank - AUTO PAY	11/17/2025		\$6,932.51
EFT 2025 Nov 2nd Mtg - 13	Vestis - AUTO PAY	11/17/2025		\$239.20
EFT 2025 Nov 2nd Mtg - 14	Ziply Fiber - AUTO PAY	11/17/2025		\$218.71
EFT 2025 Nov 2nd Mtg - 2	Avista Utilities - AUTO PAY	11/17/2025		\$21.40
EFT 2025 Nov 2nd Mtg - 3	City Of Newport Water & Sewer - AUTO PAY	11/17/2025		\$1,488.50
EFT 2025 Nov 2nd Mta - 4	CityServiceValcon, LLC - AUTO PAY	11/17/2025		\$2,558.11
EFT 2025 Nov 2nd Mtg - 5	Consolidated Supply Co - EFT	11/17/2025		\$8,109.59
EFT 2025 Nov 2nd Mtg - 6	Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT	11/17/2025		\$997.50
EFT 2025 Nov 2nd Mtg - 7	Intermedia Cloud Communications America, IncAUTOPAY	11/17/2025		\$402.12
EFT 2025 Nov 2nd Mtg - 8	Le Pro De La Niveleuse - EFT	11/17/2025		\$1,235.15
EFT 2025 NOV 2NG MTG - 9	rape Macninery - Er i	11/1//2023	7	\$10,103.01 \$337 A30 8A
		Total	51040005632	\$337,430.84
		Grand Total		\$337,430.84

Fiscal:: 2025 - November Council Date:: 2025 - November - 2nd Council Meeting

Voucher Directory

Vesider	Reference	Account Number	Description	Amount
Action Auto Supply, Inc. 67210		2025 - Nover	2025 - November - 2nd Council Meeting	
	10/25/2025 Action Auto Statement 101-000-000-54	ή.	Equipment Repair & Maint	\$415.17
Total 67210	41 Total 10/25/2025 Acti	vac Iruck 410-000-000-534-34-48-00 \ction Auto Statement	Repair & Maintenance	\$415.17 \$830.34 \$830.34
Total Action Auto Supply, Inc.				\$830.34
ARG Industrial 67211		2025 - Noven	2025 - November - 2nd Council Meeting	
	Invoice - 1157354			
		001-000-000-576-80-31-00 101-000-000-543-30-31-00 410-000-000-534-34-31-00	Operating Supplies Operating Supplies Office & Operating Supplies	\$122.93 \$122.93 \$122.94
	Total Invoice - 1157354	7354		\$368.80
Total 67211 Total ARG Industrial				\$368.80 \$368.80
AT&T Mobility - AUTO PAY				
EFT 2025 Nov 2nd Mtg - 1 10/26/20	' 2nd Mtg - 1 10/26/2025 AT&T Statement		2025 - November - 2nd Council Meeting	
		001-000-000-513-10-42-00	Communications	\$90.62
		001-000-000-521-20-42-00	Communications	\$481.94
		001-000-000-521-20-42-00	Communications	\$100.72
			SRO Expenses	
		001-000-000-576-30-42-00	RV Park Communications RV Park	\$48.34
		001-000-000-576-80-42-00	Communications	\$45.31
		101-000-000-543-30-42-00	Communications	\$95.67
		410-000-000-534-34-42-00	Communications	\$50.36
		411-000-100-535-35-42-00	Communications	\$135.93
	Total 10/26/2025 AT&T Statement	AT&T Statement		\$1,048.89
Total EFT 202	Total EFT 2025 Nov 2nd Mtg - 1			\$1,048.89
Total AT&T Mobility - AUTO PAY	ΑY			60.040.04

Vendor Number	Reference Account Number	Description	Amount
Avista Utilities - AUTO PAY		2005 - November - 2nd Council Meeting	
Er I 2023 NOV 2	25 Avista Statement		
	-000-100-535-	Public Utilities	\$21.40
	Idaho Flow Meter	v Meter	
Total EFT 2025 N Total Avista Utilities - AUTO PAY	Total 10/22/2025 Avista Statement Total EFT 2025 Nov 2nd Mtg - 2 ties - AUTO PAY		\$21.40 \$21.40 \$21.40
Barr Tech LLC 67212		2025 - November - 2nd Council Meeting	
Total 67212	Invoice - 10871 411-000-100-535-35-41-03 Total Invoice - 10871	Prof Services Sludge Hauling	\$2,496.42 \$2,496.42 \$2,496.42
Total Barr Tech LLC			\$2,496.42
Big John's Spraying 67213		2025 - November - 2nd Council Meeting	
	001-000-576-30-41-00	RV Park Prof Services RV Park	\$592.35
	Spraving for weeds		
	Total Invoice - 84112		\$592.35
	001-000-576-80-41-01	Professional Services	\$123.86
			£123 86
	l otal Invoice - 85470 Invoice - 85471		9123.60
	001-000-000-576-80-41-01 Veterans Park	Professional Services Park	\$64.62
	Total Invoice - 85471		\$64.62
Total 67213 Total Big John's Spraying			\$780.83 \$780.83
Billingsley, Brett -DIRECT PAY Direct Pay 2029	5 Nov 2nd Mtg - 1	2025 - November - 2nd Council Meeting	
To Total Billingsley, Brett -DIRECT PAY	tal November 2025 100 100 15 Nov 2nd Mtg - 1	Public Defenders	\$1,379.17 \$1,379.17 \$1,379.17 \$1,379.17

Vendor Number	Account Number	Description	Amount
Centennial Plaza Imp Assoc. or Sue Mauro 67214	2025 - Nover	2025 - November - 2nd Council Meeting	
2025 Ceni	2025 Centennial Plaza reimbursement 109-000-000-573-90-49-01	Centennial Plaza Improvement Assoc	\$2,581.78
l otal 2025 Cen Total 67214 Total Centennial Plaza Imp Assoc. or Sue Mauro	l otal 2025 Centennial Plaza reimbursement . or Sue Mauro		\$2,581.78 \$2,581.78 \$2,581.78
City Of Newport Water & Sewer - AUTO PAY EFT 2025 Nov 2nd Mtg - 3 10/27/2025	City of Newbort W/S	2025 - November - 2nd Council Meeting	
	001-000-000-513-10-47-00	Utilities	\$33.00 \$66.00
	001-000-000-522-50-47-10	Utilities	\$66.00
	001-000-000-576-30-47-02	Fire Department SPOFR RV Park W/S Utilities	\$511.70
		RV Park	6 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	001-000-576-80-47-00	Utilities Water Bublic Marks Show	\$110.00 6151.80
	101-000-040-040-47-01	Valer - Fublic Works Study	\$151.80
	411-000-000-334-34-47-01	Public Utilities - Water	\$389.40
Total 10/2	Total 10/27/2025 City of Newport W/S		\$1,488.50
Total EFT 2025 Nov 2nd Mtg - 3 Total City Of Newport Water & Sewer - AUTO PAY	tg - 3 O PAY		\$1,488.50 \$1,488.50
CityServiceValcon, LLC - AUTO PAY			
EFT 2025 Nov 2nd Mtg - 4 Invoice - CI 50167		2025 - November - 2nd Council Meeting	
	001-000-521-20-32-00	Fuel	\$159.65
		SRO Expenses	
	001-000-000-521-20-32-00	File	\$607.38
	001-000-000-576-80-32-00	Eugl Fuel	\$241.65
	101-000-000-543-30-32-00	Fuel Consumed	\$690.81
	410-000-000-534-34-32-00	Fuel Consumed	\$227.70
	411-000-100-535-35-32-00	Fuel Consumed	\$630.92
Total Inve	Total Invoice - CL50167		\$2,558.11
Total EFT 2025 Nov 2nd Mtg - 4 Total CityServiceValcon, LLC - AUTO PAY			\$2,558.11 \$2,558.11
Code Publishing Company 67215		2025 - November - 2nd Council Meeting	
- PINOICE	Invoice - GCI0018768 001-000-558-50-41-00	Professional Services	\$94.00

Vendor Number	Reference Account Number		Description	Amount
Total Gode Publishing Company	Or Total Invoice - GCI0018768	dinance 2113 S	Ordinance 2113 Shoreline master program.	\$94.00 \$94.00 \$94.00
Consolidated Supply Co - EFT EFT 2025 Nov 2nd Mtg - 5 10/31/202	5 Consolidated Supply St 410-000-000-534-	25 - November ment -31-00	2025 - November - 2nd Council Meeting stement Office & Operating Supplies	\$7,610.57
Total 10/31/202 Total EFT 2025 Nov 2nd Mtg - 5 Total Consolidated Supply Co - EFT	411-000-100-535-35-31-00 Total 10/31/2025 Consolidated Supply Statement lov 2nd Mtg - 5 FT	-31-00 Statement	Office & Operating Supplies	\$8,109.59 \$8,109.59 \$8,109.59 \$8,109.59
Copper State Bolt & Nut 67216	2025 - No. 10/31/2025 Copper State Statement 001-000-000-576-80-31-00 101-000-000-576-80-31-000	25 - November -31-00 -31-00	2025 - November - 2nd Council Meeting 80-31-00 Operating Supplies	\$71.12
Total 67216 Total Copper State Bolt & Nut	410-000-000-534-34-31-00 411-000-100-535-35-31-00 Total 10/31/2025 Copper State Statement	-31-00 -31-00 ent	Office & Operating Supplies Office & Operating Supplies	\$71.14 \$71.14 \$138.93 \$352.33 \$352.33
Custom Salt Solutions, LLC 67217	2025 - No Invoice - 15702a 101-000-000-543-30-31-00	. 25 - November -31-00	2025 - November - 2nd Council Meeting 30-31-00 Operating Supplies	\$2,546.23
Total 67217 Total Custom Salt Solutions, LLC	Total Invoice - 15702a	Salt		\$2,546.23 \$2,546.23 \$2,546.23
Etter, McMahon, Lamberson, Van Wert, Oreskovich P EFT 2025 Nov 2nd Mtg - 6 10/31/2025 EMLVO ('C - EFT Statement 001-000-515-	1 25 - Novembe l -41-00	2025 - November - 2nd Council Meeting 41-41-00 Prof Services - City Attorney	\$370.50

Vendor	Reference	Accelled Mumber	Page activities	Arresting
	411-000-100-535- Total 10/31/2025 EMLVO Statement	411-000-100-535-35-41-01	Prof Services City Attorney	\$627.00
Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT	Total EFT 2025 Nov 2nd Mtg - 6 ahon, Lamberson, Van Wert, Oresk	ovich PC - EFT		\$997.50
Exbabylon LLC 67218		2025 - Novem	2025 - November - 2nd Council Meeting	
	Invoice - 217063			
		001-000-000-514-20-42-00	Communications	\$15.62
		101-000-000-543-30-42-00	Communications	\$15.62
		410-000-000-534-34-42-00	Communications	\$62.47
				\$156.17
	Invoice - 21/289	001-000-000-518-30-48-00	City Hall Repair & Maint	\$226.17
	Total Invoice - 217289		because system is old, system created a dead zone. Deleted zone.	\$226.17
Total Exbabylon LLC				\$382.34 \$382.34
				•
Excess Inc		MAYON - 3000	2025 - November - 2nd Council Meeting	
61719	Invoice - 146	19A0N - 6707	meer - zing council meening	
		001-000-000-521-20-47-00 001-000-000-522-50-47-10	Utilities Utilities	\$81.71 \$81.70
			Fire Department SPOFR	
Total 67219	Total Invoice - 146	10		\$163.41 \$163.41
i otal Excess inc				4103.41
IBS, Inc 67220		2025 - Noven	2025 - November - 2nd Council Meeting	
	Invoice - 887743-2			
		001-000-000-576-80-31-00	Operating Supplies	\$19.78
		101-000-000-543-30-31-00 410-000-000-534-34-31-00	Operating Supplies Office & Operating Supplies	\$19.79 \$19.79
	Total Invoice - 887743-2 Invoice - 888301-2	7743-2		\$59.36
			Operating Supplies Operating Supplies	\$17.90
	410-0 Total Invoice - 888301-2	410-000-000-534-34-31-00 8 301-2	Office & Operating Supplies	\$17.91 \$53.72

Vendor Number	Reference Account Number	Description	Amount
	Invoice - 889400-1		
	001-000-000-576-80-31-00	Operating Supplies	\$96.10
	404 000 000 E42 30 34 00		906
	10-15-06-546-000-000-101	Operating Supplies	01.08\$
	410-000-000-534-34-31-00	Office & Operating Supplies	\$96.10
	Total Invoice - 889400-1		\$288.30
	Invoice - 890499-1		
	001-000-000-216-80-31-00	Operating Supplies	\$162.44
	101-000-000-543-30-31-00	Operating Supplies	\$162.44
	410-000-534-34-00	Office & Operating Supplies	\$162.44
	Total Invoice - 890409-1		\$487.32
T. C.			02 000
lotal BS Inc			\$888.70
Intermedia Cloud Communications America, Inc - AUTOPAY			
EFT 2025 Nov 2nd Mtg - 7		2025 - November - 2nd Council Meeting	
	25 Intermedia Statement		
	001-000-513-10-42-00	Communications	889.36
	00-24-01-010-000-100		000
	001-000-000-514-20-42-00		\$89.30
	001-000-000-521-20-42-00	Communications	\$89.36
	001-000-558-50-45-00	Communications	\$44.68
	101-000-543-30-42-00		\$44 68
	00 07 10 701 000 000 077		\$0: ♦
	410-000-034-34-34-42-00		\$22.34
	411-000-100-535-35-42-00	Communications	\$22.34
	Total 11/01/2025 Intermedia Statement		\$402.12
Total FFT 2025	Total FET 2025 Nov 2nd Mtg - 7		\$402.12
ואומן בו - בסבי			840242
lotal Intermedia Cloud Communications America, Inc	Inications America, Inc - AUTOPAT		\$10Z.1Z
Interestate Concrete & Aenhalt			
mersiale concrete & Aspiran	2025 - N	2025 - November - 2nd Council Meetina	
	Invoice - 1092341		
	101-000-240-86-31-00	Snow & Ice Control	\$2,665,58
	Total Invoice - 1092341		\$2.665.58
Total 67221	162501 - 9010VIII BIO		\$2 665 58
Total Interstate Concrete & Asphalt	phalt		\$2,665.58
J.A. Sewell & Assoc., LLC			
67222	N - 2022	2023 - November - zna Councii Meeting	
	001-04-058-50-41-00	Professional Services	\$368.71
	Total Invoice - 25ND10		\$368.71
Total 67222			\$368.71
Tario into			\$368.71
Old! J.A. OGWG!! G Junoc., FLV	•		

Page 6 of 17

ncil Meeting Nrof Svc Repair & Maint	Yendor Author	Reference Account Number	Description	Amount
Employee reinbursement J. Shad Swanson Total Employee reinbursement J. Shad Swanson Total Employee reinbursement J. Shad Swanson Foral 67224 Invoice - 0189147 Total Invoice - 0189147 Total Invoice - 189644 Total Inv	Jonathan Swanson 67223	2025 - Nove	ember - 2nd Council Meeting	
Total Employee reinbursement J. Shad Swanson Swanson 67224		Employee reinbursement J. Shad Swanson 001-000-673-90-41-00	Other Comm Expenditures	\$91.96
Swanson 2025 - November - 2nd Council Meeting 2025 - November - 2nd Council Meeting Swer Master Plan		Total Employee reinbursement J. Shad Swanso		\$91.96
Swanson 67224 Invoice - 0189147 411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan Total Invoice - 189644 411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Collection Design PR#25 Total September 2025 Kimley-Horn Statement Total Spetember 2025 Kimley-Horn Statement Total Direct Pay 2025 Nov 2nd Mtg - 2 September 2025 Nov 2nd Mtg - 2 Soptember 2025 Kimley-Horn Statement Total Direct Pay 2025 Nov 2nd Mtg - 2 Total Direct Pay 2025 Nov 2nd Mtg - 2 Total Direct Pay 2025 Nov 2nd Mtg - 3 September 2025 PA Services Total Direct Pay 2025 Nov 2nd Mtg - 3 Ses of Joshua Maurer, PLLC - DIRECT PAY Direct Pay 2025 Nov 2nd Mtg - 3 Ses of Joshua Maurer, PLLC - DIRECT PAY Total Direct Pay 2025 Nov 2nd Mtg - 3 Ses of Joshua Maurer, PLLC - DIRECT PAY Inveleuse - EFT EFT 2025 Nov Znd Mtg - 3 Total Direct Pay 2025 Nov 2nd Mtg - 3 Total Direct Pay	Total 67223			\$91.96
67224 Invoice - 0189147 411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan WWTP Upgrades design PR#25 Invoice - 0189147 A11-000-100-535-35-41-06 DOE Funding - Sewer Master Plan WWTP Upgrades design PR#25 Collection Design PR#25 Total Invoice - 189644 411-000-100-535-35-41-06 Collection Design PR#25 Invoice - 189644 A11-000-100-535-35-41-06 Collection Design PR#25 September 2025 Kimley-Horn Statement On1-000-000-565-60-41-01 Dept. Of Commerce GMA Update September 2025 Kimley-Horn Statement On1-000-000-565-41-41-01 Dept. Of Commerce GMA Update September 2025 Nov 2nd Mitg - 2 November 2025 PAX On and Associates, inc DIRECT PAY Direct Pay 2025 Nov 2nd Mitg - 2 Invoice - 189544 Ses of Joshua Maurer, PLLC - DIRECT PAY Invoice - 17823	Total Jonathan Swanson			\$91.96
### Collection Design PR#25 #### Council Meeting ###################################			:	
411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan Waste Water Sewer Plan WAVTP Upgrades design PR#25 411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan Collection Design PR#25 844 2025 - November - 2nd Council Meeting Cimley-Horn Statement Collection Dept. Of Commerce GMA Update 2025 Kimley-Horn Statement 2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 0125 PA Services - 3 F PAY 101-000-000-543-30-48-00 Equipment Repair & Maint	67224		ember - Znd Council Meeting	
### 1000-100-535-35-41-06			DOE Funding - Sewer Master Plan Waste Water Sewer Plan	\$43,680.50
### 1000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan Waste Water Sewer Plan Collection Design PR#25 ### 2025 - November - 2nd Council Meeting ### 101-000-000-543-30-48-00 Equipment Repair & Maint		WWTP Upgi	grades design PR#25	
411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan Collection Design PR#25 644 2025 - November - 2nd Council Meeting (imley-Horn Statement 001-000-000-558-50-41-01 Dept. Of Commerce GMA Update 5.2 AY 2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 025 - November - 2nd Council Meeting 101-000-643-30-48-00 Equipment Repair & Maint		Total Invoice - 0189147 Invoice - 189644		\$43,680.50
Collection Design PR#25 2025 - November - 2nd Council Meeting (Imley-Horn Statement 001-000-000-558-50-41-01 2025 Kimley-Horn Statement - 2 A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 01-000-000-515-41-41-01 Pros Atty - Prof Svc 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint			DOE Funding - Sewer Master Plan Waste Water Sewer Plan	\$6,499.50
2025 - November - 2nd Council Meeting (imley-Horn Statement 001-000-000-558-50-41-01 2025 Kimley-Horn Statement -2 AY 2025 - November - 2nd Council Meeting 2025 - November - 2nd Council Meeting 001-000-000-515-41-41-01 Pros Atty - Prof Svc 025 PA Services -3 I PAY 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint		Collection D	Design PR#25	
2025 - November - 2nd Council Meeting (imley-Horn Statement 001-000-000-558-50-41-01 001-000-000-558-50-41-01 - 2 AY 2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 025 PA Services - 3 F PAY 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint			,	\$6,499.50
2025 - November - 2nd Council Meeting 601-000-000-558-50-41-01 2025 Kimley-Horn Statement2 AY 2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 025 PA Services3 I PAY 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint	Total 57224 Total JUB Engineers			\$50,180.00 \$50,180.00
2025 Kimley-Horn Statement - 2 2025 Kimley-Horn Statement - 2 -2 AY 2025 - November - 2nd Council Meeting	Kimley-Horn and Associates, In Direct Pay 202	2 25 Kimlev-Horn State	rember - 2nd Council Meeting	
2025 Kimley-Horn Statement -2 4Y 2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc 025 PA Services -3 I PAY 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint		001-000-558-50-41-01	Dept. Of Commerce GMA Update	\$32,000.00
2025 - November - 2nd Council Meeting A Services 001-000-000-515-41-41-01 Pros Atty - Prof Svc - 3 r PAY 2025 - November - 2nd Council Meeting 101-000-000-543-30-48-00 Equipment Repair & Maint	Total Direct Pa Total Kimley-Horn and Associat	Total September 2025 Kimley-Horn Statement by 2025 Nov 2nd Mtg - 2 tes, Inc DIRECT PAY		\$32,000.00 \$32,000.00 \$32,000.00
### Services 2025 - November - 2nd Council Meeting 2025 - November - 2nd Council Meeting	Law Offices of Joshua Maurer, I Direct Pay 202		rember - 2nd Council Meeting	
A Services 2025 - November - 2nd Council Meeting 300-000-543-30-48-00 Equipment Repair & Maint		November 2025 PA Services 001-000-515-41-41-01	Pros Atty - Prof Svc	\$3,100.00
vv 2nd Mtg - 8 2025 - November - 2nd Council Meeting Invoice - 17823 101-000-543-30-48-00 Equipment Repair & Maint	Total Direct Pa Total Law Offices of Joshua Ma	Total November 2025 PA Services by 2025 Nov 2nd Mtg - 3 nurer, PLLC - DIRECT PAY		\$3,100.00 \$3,100.00 \$3,100.00
101-000-000-543-30-48-00 Equipment Repair & Maint	Le Pro De La Niveleuse - EFT EFT 2025 Nov ;	47003	rember - 2nd Council Meeting	
			Equipment Repair & Maint	\$1,235.15

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Vendor Number F	Reference Account Number Description	Amount
Total Invoice - Total EFT 2025 Nov 2nd Mtg - 8 Total Le Pro De La Niveleuse - EFT	Grader Valve otal Invoice - 17823 v 2nd Mtg - 8	\$1,235.15 \$1,235.15 \$1,235.15
Newport Miner 67225	2025 - November - 2nd Council Meeting Invoice - 15715 001-000-573-90-41-00 Other Comm Expenditures	\$355.60
Total Newport Miner	Total Invoice - 15715	\$355.60 \$355.60 \$355.60
Newport Rodeo Assoc. 67226	2025 - November - 2nd Council Meeting 2025 Rodeo and Rough Stock 109-000-000-573-90-49-00 Spectator & Community Events	\$2,000.00
Total 67226 Total Newport Rodeo Assoc.	Total 2025 Rodeo and Rough Stock	\$2,000.00 \$2,000.00 \$2,000.00
North, David - DIRECT PAY Direct Pay 2025 Nov 2nd Mtg - 4 November 2025	Nov 2nd Mtg - 4 November 2025 Cell Phone DNorth Communications	\$50.00
Total North, David - DIRECT PAY		\$50.00 \$50.00 \$50.00
North, Nickole - DIRECT PAY Direct Pay 2025 Nov 2nd Mtg - 5 November 2025	2025 - November	6 C
T Total Direct Pay 2 ^l Total North, Nickole - DIRECT PAY	001-000-000-514-20-42-00 Communications Total Direct Pay 2025 Nov 2nd Mtg - 5 ole - DIRECT PAY	\$50.00 \$50.00 \$50.00 \$50.00

Vesteler	Reference Account Number	0010101010	St. Harris
O'Reilly Auto Parts			
67227		2025 - November - 2nd Council Meeting	
	10/28/2025 O'Reilly Statement		
	001-000-000-576-80-31-00	Operating Supplies	\$517.67
	101-000-000-542-64-31-00	Traffic Control Devices	\$79.45
	101-000-000-543-30-31-00	Operating Supplies	\$202.64
	410-000-000-534-34-31-00	Office & Operating Supplies	\$76.53
	411-000-100-535-35-48-00	Renair & Maintenance	\$32.77
	Total 10/28/2025 O'Reilly Statement		90.606\$
Total 67227 Total O'Reilly Auto Parts			\$90.606\$ \$0.606\$
Oxarc			
67228	2025 - Novemb	2025 - November - 2nd Council Meetina	
	Invoice - 0032447204		
	1-000-000-576-	Operating Supplies	\$3,016.71
	Welder State Contract 23823	Sontract 23823	
	101-000-000-543-30-31-00	Operating Supplies	\$3,016.72
	410-000-000-534-34-31-00	Office & Operating Supplies	\$3,016.72
	Total Invoice - 0032447204		\$9,050.15
	Invoice - 0032447633		
	001-000-000-576-80-31-00	Operating Supplies	\$55.91
	101-000-000-543-30-31-00	Operating Supplies	\$55.92
	410-000-000-534-34-31-00	Office & Operating Supplies	\$55.92
	Total Invoice - 0032447633		\$167.75
Total 67228			\$9,217.90
Total Oxarc			\$9,217.90
Panhead Hill Cycle Supply			
67229	2025 - Novemb	2025 - November - 2nd Council Meeting	
	Invoice - 13909		
	001-000-000-576-80-31-00 Gas for welder	Operating Supplies	\$101.76
	101-000-543-30-31-00	Operating Supplies	\$101.76
	410-000-534-34-31-00	Office & Operating Supplies	\$101.77
	13909		\$305.29
	Invoice - 13910	:	
	410-000-000-534-34-31-00 Office & C	Office & Operating Supplies on water lines	\$66.41
	Total Invoice - 13910		\$66.41
Total 67229			\$371.70
Total Panhead Hill Cycle Supply	Α		\$371.70

Vandor Number	Reference Account Number	Description	Amount
Pape Machinery - EFT EFT 2025 Nov 2nd Mta - 9		2025 - November - 2nd Council Meeting	
	16474012		
	101-000-000-543-30-48-00 loader	Equipment Repair & Maint	\$944.22
	Total Invoice - 16474012 Invoice - 16474025		\$944.22
	101-000-000-543-30-48-00 Loader	Equipment Repair & Maint	\$692.39
	Total Invoice - 16474025 Invoice - 16474920		\$692.39
Ð	101-000-000-543-30-48-00 Backhoe	Equipment Repair & Maint	\$223.45
	410-000-000-534-34-48-00 Total Invoice - 16474920	Repair & Maintenance	\$223.46 \$446.91
	001-000-2576-80-48-00	Renair & Maintenance	\$403.73
	101-000-000-543-30-48-00 This was dehited		\$403.73
	410-000-534-34-48-00		\$403.74
	Total Invoice - 7009083 Invoice - 70706500		\$1,211.20
	101-000-000-542-61-41-05	TIB Chip Seal Project TIB Chip Seal 2025	\$7,805.97
	Total Invoice - 70706500 Invoice - 70706502		\$7,805.97
	101-000-000-542-61-41-05	TIB Chip Seal Project TIB Chip Seal 2025	\$7,065.12
Total EFT 2026 Total Pape Machinery - EFT	Sweeper rental Total Invoice - 70706502 Total EFT 2025 Nov 2nd Mtg - 9 inery - EFT		\$7,065.12 \$18,165.81 \$18,165.81
PO CO Corrections 67230	2025 - Novemb	2025 - November - 2nd Council Meeting	
Total 67230 Total PO CO Corrections	Total November 2025 Jail Services Total November 2025 Jail Services	Prisoner Room & Board +2%	\$5,718.58 \$5,718.58 \$5,718.58 \$5,718.58

Voucher Directory

Vendor	Reference Assormt Mimber	Description	America
PO CO Counseling Services 67231 Total 67231 Total 67231	September 2025 Liquor & Cannabis 001-000-000-566- Total September 2025 Liquor & Can	2025 - November - 2nd Council Meeting Tax 20-41-00 2% Alcohol - Mental Health inabis Tax	\$260.88 \$260.88 \$260.88 \$260.88
PO CO Dispatch Center 67232 Total 67232 Total PO CO Dispatch Center	2025 - Novem November 2025 Dispatch Services 001-000-000-521-20-41-03 Total November 2025 Dispatch Services	2025 - November - 2nd Council Meeting 20-41-03 Sheriff Services (Dispatch) iices	\$5,018.67 \$5,018.67 \$5,018.67 \$5,018.67
PO CO Solid Waste Div. 67233 Total 67233 Total PO CO Solid Waste Div.	2025 - Novem 10/28/2025 PO CO Solid Waste Statement 001-000-000-513-10-47-00 001-000-000-576-80-47-01 101-000-000-533-30-47-02 411-000-100-535-35-47-02 Total 10/28/2025 PO CO Solid Waste Statement	2025 - November - 2nd Council Meeting ement 10-47-00 Utilities 80-47-01 Garbage Utilities 30-47-02 Garbage Utilities 35-47-02 Garbage Utilities 55-47-02 Garbage Utilities	\$32.99 \$32.99 \$32.99 \$32.99 \$557.86 \$689.82 \$689.82
PO CO Treasurer 67234 Total PO CO Treasurer	2025 - Novem October 2025 Court Remit 633-000-000-586-12-00-00 Total October 2025 Court Remit	2025 - November - 2nd Council Meeting 12-00-00 County Clearing Fund	\$209.45 \$209.45 \$209.45 \$209.45
Public Utility District - AUTOPAY EFT 2025 Nov 2nd Mtg - 10 10/30/2025	nd Mtg - 10 10/30/2025 PUD Statement 001-000-000-513- 001-000-000-521- 001-000-000-522- 001-000-000-576-	2025 - November - 2nd Council Meeting 10-47-00 Utilities 20-47-00 Utilities 50-47-10 Utilities Fire Department SPOFR 30-47-00 RV Park Elęc Utilities RV Park 80-47-00 Utilities	\$78.42 \$158.74 \$313.82 \$134.17 \$678.14
Printed by db1\thansen on 11/13/2025 10:13:34 AM	25 10:13:34 AM		Page 11 of 17

Vendor Number Reference	Account Number	Description	Amount
	101-000-000-542-63-47-00	Street Lighting	\$1,562.36
	410-000-000-534-34-47-00	Public Utilities	\$1,661.13
	411-000-100-535-35-47-00	Public Utilities	\$3,888.67
Total 10/30/2025 PI	UD Statement		\$8,475,45
Total EFT 2025 Nov 2nd Mtg - 10			\$8,475.45
Total Public Utility District - AUTOPAY			\$8,475.45
Quality Control Services Inc			*2
		2025 - November - 2nd Council Meeting	
100000 - 3000000 - 300000000000000000000	411-000-100-535-	35-41-04 Professional Services	\$296.18
Total Invoice - QCS5024			\$296.18
Total Quality Control Services Inc			\$296.18 \$296.18
Reid Legal Office, PLLC - DIRECT PAY			
Direct Pay 2025 Nov 2nd Mtg - 6		2025 - November - 2nd Council Meeting	
NOVELLIDE ZOZO N	001-000-000-515-93-41-00	Public Defenders	\$1,273.08
Total November 2025 Total Direct Pay 2025 Nov 2nd Mtg - 6 Total Reid Legal Office, PLLC - DIRECT PAY	Total November 2025 Reid PD Services 2025 Nov 2nd Mtg - 6 RECT PAY		\$1,273.08 \$1,273.08 \$1,273.08
SCJ Alliance - DIRECT PAY			
Direct Pay 2025 Nov 2nd Mtg - 7	2025 - Novemb	2025 - November - 2nd Council Meeting	
	410-000-000-534-34-41-06	DWSRF Emergency Water Tank	\$2,199.75
Total Invoice - 83141 Total Direct Pay 2025 Nov 2nd Mtg - 7 Total SCJ Alliance - DIRECT PAY	141 - 7	DVSN Ellegglicy valer rain	\$2,199.75 \$2,199.75 \$2,199.75
Selkirk Ace Hardware 67236	2025 - Novem	2025 - November - 2nd Council Meeting	
10/25/2025 Selkirk Ace Statement			
	001-000-000-514-20-31-00	Office & Operating Supplies	\$47.92
	101-000-000-576-80-31-00 101-000-000-543-30-31-00	Operating Supplies Operating Supplies	\$137.69
	410-000-000-534-34-31-00	Office & Operating Supplies	\$95.83
	410-000-000-534-34-46-00 411-000-100-535-35-31-00	Repair & Maintenance Office & Operating Supplies	\$192.89
		- -	

Vendor Number	Reference Account Number 411-000-100-535-35-48-00 Total 10/25/2025 Selkirk Ace Statement	Peseription Repair & Maintenance	Amount \$732.01 \$1 533 45
Total 67236 Total Selkirk Ace Hardware	Otal Director Continuos Catallelle		\$1,533.45 \$1,533.45
South Pend Oreille Fire & Rescue 67237	2025 2nd Riannual navment	2025 - November - 2nd Council Meeting	
	00-522-	20-41-00 Prof. Services- Firemen (SPOFR) Fire Department SPOFR Biannual Payment June 2025-November 2025	\$92,985.96
Total Total 67237 Total South Pend Oreille Fire & Rescue	2025 2nd Biannual payment		\$92,985.96 \$92,985.96 \$92,985.96
State of WA - DOR EFT EFT 2025 Nov 2nd Mtg - 11	025 B&O Taxes	2025 - November - 2nd Council Meeting	
Total EFT 2025 Total State of WA - DOR EFT	Total EFT 2025 Nov 2nd Mtg - 11	RV Park B&O Tax Remit B&O Utility Tax Utility B&O Tax RV Park Sales Tax Clearing Fund	\$2.78 \$5,911.55 \$3,699.48 \$55.83 \$9,669.64 \$9,669.64
State Treasurer 67238	2025 - Novem October 2025 State Remit	2025 - November - 2nd Council Meeting	
Total 67238 Total State Treasurer	633-000-000-586-12-00-01 633-000-000-586-58-00-00 Total October 2025 State Remit	State Clearing Fund State Building Code Remit	\$2,2/4.41 \$38.00 \$2,312.41 \$2,312.41 \$2,312.41
US Bank - AUTO PAY EFT 2025 Nov 2nd Mtg - 12	tromotets due of other	2025 - November - 2nd Council Meeting	
	10/21/2023 US Bailt Statement 001-000-000-513-10-42-00 001-000-000-514-20-31-00 001-000-000-514-20-49-00 N	Communications Office & Operating Supplies Miscellaneous Expenditure ships	\$18.29 \$29.86 \$330.00

Vendor	elekence Account Number		Amount
	001-000-521-20-31-00	Office & Operating Supplies	£185 63
	004 000 504 000 504 000	Cince & Operating Cuppings	# 44.00 60.00
	00-24-02-1 20-000-000-1 00	Communications	944.93
	001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$84.19
	001-000-000-573-90-41-00	Other Comm Expenditures	\$71.57
	Halloween	Halloween Candy jamie	
	001-17-00-873-000-000-100	Other Comm Evpenditures	£173 07
			16.01 p
	Police hall	Police halloween candy	
	001-000-000-576-80-31-00	Operating Supplies	\$536.45
	001-000-000-576-80-48-00	Repair & Maintenance	\$154.50
	101-000-000-542-63-48-00	Street Light Repair & Maint.	\$121.16
	101-000-543-30-31-00	Operating Supplies	\$29.88
	101-000-243-30-31-00	Operating Supplies	\$536.40
	101-000-000-043-30-91-00	Cheraming Supplies Travel	0000000000000000000000000000000000000
	IIAC conference))
	00 70 70 702 000 000 077		94 740 44
	4.10-000-000-354-54-51-00	Office & Operating Supplies	41,746.4
	410-000-000-334-34-34-000	Travel	\$108.03 \$108.69
	IIAC conference)))))
	M11-000-100-535-31-00	Office & Operation Supplies	\$20.88
	411-000-100-333-33-31-00	Office & Operating Supplies	\$2 481 34
	411-000-100-535-35-43-00	Travel	\$108.70
	IIAC conference		
T	Total 10/27/2025 US Bank Statement		\$6.932.51
Total EFT 2025 Nov 2nd Mtg - 12)		\$6,932.51
Total US Bank - AUTO PAY	1		\$6,932.51
USA Bliebook			
67239	2025 - No	2025 - November - 2nd Council Meeting	
	Invoice - INV00872107		360
	411-000-100-535-35-31-00	Office & Operating Supplies	\$334.18
Ĕ.	Total Invoice - INV00872107		\$334.18
	INVOICE - INVUUS/24/4	Office & Operating Supplies	\$486 51
Ţ	Total Invoice - INV00872474		\$486.51
Total 67239			\$820.69
Total USA Bluebook			\$820.69
Utilities Underground Location Center- DIRECT PAY	nter- DIRECT PAY		
Direct Pay 2025 Nov 2nd Mtg - 8		2025 - November - 2nd Council Meeting	
	INVOICE - 3100Z0Z		() () () () () () () () () ()
	410-000-000-534-34-41-00 411-000-100-535-35-41-04	Professional Services Professional Services	\$8.10 \$8.10
Ĕ			\$16.20
Total Direct Pay 2025 Nov 2nd Mtg			\$16.20
l otal Utilities Underground Location Center- DIREC	on Center- DIRECT PAT		07:01

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Vendor Number	Reference Account Number Descrip	Stone Tell Control of the Control of	MOSSING
Van Valkenburg Law PS -DIRECT PAY Direct Pay 2025 Nov Nov	2025 - November ember 2025 - November ember 2025 V Valkenburg PD Services 001-000-000-515-93-41-00 I November 2025 V Valkenburg PD Services		\$1,273.08 \$1,273.08
Total Van Valkenburg Law PS -DIRECT PAY	lotal Direct Fay 2025 Nov znd Mtg - 9 burg Law PS -DIRECT PAY	\$1,27 \$1,27	\$1,273.08 \$1,273.08
VanEtten, Paul -DIRECT PAY Direct Pay 2	025 Nov 2nd Mtg - 10 November 2025 P VanEtten Cell Phone		((((
T Total Direct Pay 2 Total VanEtten, Paul -DIRECT PAY	410-000-534-34-42-00 otal November 2025 P VanEtten Cell Phone 025 Nov 2nd Mtg - 10	Communications 550 550 550 550 550 550 550 550 550 55	\$50.00 \$50.00 \$50.00 \$50.00
Vestis - AUTO PAY EFT 2025 N	4Y EFT 2025 Nov 2nd Mtg - 13 10/31/2025 Vestis Statement	Council Meeting	
	00-576-80-49-00 00-543-30-49-00	# Miscellaneous Expenditures # 77 # Miscellaneous # Miscellaneous # 77 # Miscellaneous # 77 # Miscellaneous # 77 # Miscellaneous # 77 #	\$35.88 \$71.76
Total EFT 2		es es	\$95.68 \$239.20 \$239.20
Total Vestis - AUTO PAY		\$23	\$239.20
WABO 67240	2025 - November - 2nd Council Meeting	Council Meeting	
	Invoice - 24164 001-000-000-558-50-49-01 Dues &	Dues & Subscriptions \$10	\$109.00
Total 67240 Total WABO	Annual Membership Total Invoice - 24164 10	\$10 \$10 \$10	\$109.00 \$109.00 \$109.00
Wade Nelson			
67241	2025 - November - 2nd Council Meeting	Council Meeting	
	reimbursement use of personal funds 001-000-000-573-90-41-00 Total Reimbursement use of personal funds	Other Comm Expenditures	\$53.07 \$53.07
Total 67241 Total Wade Nelson		45 45	\$53.07

Vendor Number	Reference Account Number Description	Amount
Washington State Patrol 67242	2025 - November - 2nd Council Meeting	
	Refund incorrect agency payment 001-000-000-337-00-000 Description of the Payments of the Paym	\$22,092.00
Total 67242 Total Washington State Patrol	Ref Crown Creek/RO# 2113 K213/8 Equipment Total Refund incorrect agency payment	\$22,092.00 \$22,092.00 \$22,092.00
Water Recovery Services Inc. 67243	2025 - November - 2nd Council Meeting	
	410-000-000-594-34-63-03 Capital Outlay - Well Maint. Routine Maintenance Well D	\$8,616.00
	Total Invoice - 25070 Invoice - 25071	\$8,616.00
	410-000-000-594-34-63-03 Capital Outlay - Well Maint. Routine Maintenance Well B	\$8,616.00
	Total Invoice - 25071 Invoice - 25072	\$8,616.00
	410-000-000-594-34-63-03 Capital Outlay - Well Maint. Routine Maintenance Well F	\$8,616.00
T Total 67243 Total Water Recovery Services Inc.	otal Invoice - 25072	\$8,616.00 \$25,848.00 \$25,848.00
Western Systems 67244	2025 - November - 2nd Council Meeting	
	Invoice - 46221 101-000-000-543-30-48-00 Equipment Repair & Maint	\$294.37
	vac truck ignition switch 410-000-000-534-34-48-00 Repair & Maintenance 411-000-100-535-35-48-00 Repair & Maintenance	\$294.38 \$294.38 \$883.13
Total 67244 Total Western Systems		\$883.13 \$883.13
Ziply Fiber - AUTO PAY EFT 2025 Nov 2nd Mtg - 14 10/23/2025 Total 10/2	2nd Mtg - 14 10/23/2025 Ziply Statement 5094472226 10/23/2025 Ziply Statement 5094472226 001-000-000-521-20-42-00 NPD Fax Line Total 10/23/2025 Ziply Statement 5094472226	\$104.93

Voucher Directory

Vendor Number	Reference Acc.	ount Number	Description	Amount
	11/01/2025 Ziply Statement 5094472072	ment 5094472072	omen in incident	67.07
	4 -	4 1-000-100-555-555-42-00 Autodialer	Confirmations	07.5
	Total 11/01/2025 Ziply \$	Total 11/01/2025 Ziply Statement 5094472072		\$113.78
Total EF	Total EFT 2025 Nov 2nd Mtg - 14			\$218.71
Total Ziply Fiber - AUTO PAY	PAY			\$218.71
Grand Total	Vendor Count	29		\$337,430.84

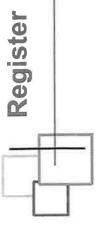
CITY OF NEWPORT

PAYROLL CHECK REGISTER

PAYDAY: November 10, 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 Nov1st Mtg 1 through 10, as well as the Direct Deposit run 11/5/2025 for employees are approved for payment in the amount of \$90,127.28 this 17th day of November 2025.

Councilmember		
Councilmember		
City Deputy Clerk	rk/Treasurer 2. Hanson 11/6/2025	



Number Name Oriect Denosit Run - Pavroll Vendor	Fiscal Description Cleared 2025 - November - 1st Council Meeting	Amount \$42,698.18
Mtg	2025 - November - 1st Council Meeting	\$5,268.56
-1 EFT PR 2025 Nov1st Mtg. Vimly Benefit Solutions, Inc EFT	2025 - November - 1st Council Meeting	\$19,050.58
-10 EFT PR 2025 Nov1st Mtg_ Dept of Retirement - Def Comp	2025 - November - 1st Council Meeting	\$1,052.50
-2 EFT PR 2025 Nov1st Mtg. Dept of Retirement Systems	2025 - November - 1st Council Meeting	\$6,953.25
-3 EFT PR 2025 Nov1st Mtg_ EFTPS	2025 - November - 1st Council Meeting	\$13,363.10
-4 EFT PR 2025 Nov1st Mtg. Employment Security	2025 - November - 1st Council Meeting	\$116.30
-5 EFT PR 2025 Nov1st Mtg. Employment Security - LTC	2025 - November - 1st Council Meeting	\$271.47
- 6 <u>EFT PR 2025 Nov1st Mtg.</u> Employment Security - PMFL	2025 - November - 1st Council Meeting	\$390.84
<u>- 7</u> <u>EFT PR 2025 Nov1st Mtg.</u> Idaho State Tax	2025 - November - 1st Council Meeting	\$895.00
-8 <u>EFT PR 2025 Nov1st Mtg</u> . PORAC Legal Defense Fund	2025 - November - 1st Council Meeting	\$67.50
6-1		\$90,127.28

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Execution Time: 12 second(s)